

CUSTOMER TERMS AND CONDITIONS

Last Updated: 12/09/2024

1. Introduction

Welcome to *Taduri LLC* (d/b/a *SolelyIndian*) (“**Platform**,” “**we**,” “**us**,” or “**our**”). These Customer Terms and Conditions (“**Terms**”) govern the access and use by you (“**Customer**,” “**you**,” or “**your**”) of our online marketplace, located at [website URL] and associated mobile applications (collectively, the “**Site**”), through which you may view, compare, and engage with a variety of local service providers (“**Vendors**”). By accessing, browsing, or using the Site, you agree to be bound by these Terms, our Privacy Policy, and any other policies referenced herein. If you do not agree to these Terms, you must discontinue use of the Site immediately.

2. Nature of the Platform

2.1 Intermediary Role: The Platform is a neutral marketplace designed to connect Customers with Vendors who provide various services, including but not limited to food catering, event rentals, photography, and priest services. The Platform itself does not offer, perform, or guarantee any services. Vendors are independent entities and are not employees, agents, or representatives of the Platform.

2.2 No Endorsement: Listing on the Platform does not constitute an endorsement, recommendation, or warranty by the Platform of any Vendor, their qualifications, or the quality of their services. You agree that you are solely responsible for evaluating and selecting a Vendor.

2.3 No Guarantee of Availability: The Platform does not guarantee the availability of any Vendor or the uninterrupted operation of the Site.

3. Eligibility and Account Registration

3.1 Eligibility: You must be at least 18 years old and have the legal capacity to enter into a binding agreement in order to use the Site and engage Vendors. By using the Site, you represent and warrant that you meet these requirements.

3.2 Account Creation: To access certain features, you may be required to create a user account. You agree to provide accurate, current, and complete information when creating your account and to update your information as necessary. You are responsible for maintaining the confidentiality of your account credentials and for any activities that occur under your account.

3.3 Account Security: You agree to notify us immediately at support@solelyindian.com of any unauthorized use of your account or any other breach of security. The Platform will not be liable for any loss or damage arising from your failure to maintain the confidentiality of your account.

4. Engagement with Vendors

4.1 Direct Relationship: When you select or hire a Vendor through the Platform, you are entering into a direct contractual relationship with that Vendor. The Platform is not a party to any agreement between you and the Vendor.

4.2 Vendor Policies and Terms: Your engagement, booking, and payment arrangements are governed by the terms and policies of the Vendor you choose to engage. Vendors may have their own terms and conditions, cancellation policies, and dispute resolution procedures, which you should review carefully before proceeding.

4.3 Payments: All payments facilitated through the Platform may be processed by a third-party payment processor (e.g., Stripe). You agree to comply with any terms and conditions imposed by the payment processor, and you acknowledge that the Platform is not responsible for payment errors, delays, or disputes. The Platform may receive a commission or fee from Vendors for transactions facilitated through the Site.

4.4 Refunds and Dispute Escalation Process: The Platform operates under a strict **No Refunds** policy for all transactions and services facilitated through the Site. Customers are responsible for ensuring the accuracy of their bookings and understanding the nature of the services being purchased. If a Customer has a concern regarding a service provided by a Vendor, they may contact the Platform at support@solelyindian.com. The Platform will assist in facilitating communication between the Customer and the Vendor to address the

issue. The Platform's role is limited to facilitating communication, and it does not guarantee a resolution, refund, or any specific outcome. Customers acknowledge and agree that the Platform is not a party to the transaction or agreement between the Customer and the Vendor.

5. User Conduct

5.1 Prohibited Activities: You agree not to:

- Use the Site for any unlawful purpose or in violation of any applicable law.
- Post false, misleading, or defamatory content.
- Harass, threaten, or abuse other users, Vendors, or the Platform's employees.
- Attempt to circumvent security measures or gain unauthorized access to the Site's systems.
- Use any automated means to access the Site or collect information without our express written consent.

5.2 Content You Submit: Any content you submit to the Platform, including reviews or feedback regarding Vendors, must be truthful, non-infringing, and not misleading. You grant the Platform a non-exclusive, worldwide, royalty-free, irrevocable license to use, reproduce, distribute, display, and prepare derivative works from any content you submit for the purpose of operating, promoting, or improving the Site.

6. Intellectual Property

6.1 Platform IP: All materials, logos, trademarks, text, graphics, and other intellectual property on the Site are owned or licensed by the Platform. You may not reproduce, distribute, or create derivative works from the Site's content without our express written permission.

6.2 No IP Rights Transferred: Nothing in these Terms shall be construed as granting any license or right to use our intellectual property, except as strictly necessary to use the Site in compliance with these Terms.

7. Privacy and Data Protection

Your use of the Site is subject to our Privacy Policy, which is incorporated by reference into these Terms. Please review our Privacy Policy for information on how we collect, use, and share your personal data. By using the Site, you consent to our data handling practices.

8. Disclaimers and Limitation of Liability

8.1 As-Is Basis: The Site is provided “as is” and “as available.” The Platform makes no warranties or representations about the accuracy, reliability, completeness, or timeliness of the Site or Vendor listings.

8.2 No Warranty of Vendor Services: The Platform does not warrant the quality, safety, legality, or suitability of any Vendor’s services. You engage Vendors at your own risk.

8.3 Limitation of Liability: To the fullest extent permitted by law, the Platform shall not be liable for any indirect, incidental, special, consequential, or exemplary damages, including lost profits, even if advised of the possibility of such damages. In no event shall the Platform’s total liability to you exceed the amount of fees, if any, that you have paid to the Platform for access to or use of the Site during the one(1) week preceding the claim.

9. Indemnification

You agree to defend, indemnify, and hold harmless the Platform, its affiliates, and their respective officers, directors, employees, and agents from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from your use of the Site, your violation of these Terms, or your infringement of any intellectual property or other right.

10. Dispute Resolution and Governing Law

10.1 Governing Law: These Terms and any dispute arising from your use of the Site shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.

10.2 Arbitration: Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Site shall be settled by binding arbitration administered by the American

Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Texas, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

11. Termination

11.1 Termination by You: You may discontinue use of the Site at any time by ceasing to access it or closing your account.

11.2 Termination by the Platform: The Platform may terminate or suspend your access to the Site at any time, with or without notice, for any reason, including violation of these Terms.

11.3 Survival: All provisions of these Terms that by their nature should survive termination (e.g., indemnification, limitation of liability) shall survive the termination of your access to the Site.

12. Changes to These Terms

The Platform reserves the right to modify or update these Terms at any time. We will notify you of significant changes by posting a prominent notice on the Site or by email. Your continued use of the Site after any such changes signifies your acceptance of the updated Terms.

13. Miscellaneous

13.1 Severability: If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

13.2 Entire Agreement: These Terms, together with any policies referenced herein, constitute the entire agreement between you and the Platform regarding your use of the Site.

13.3 No Waiver: The failure of the Platform to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

