

TERMS OF SERVICE

Last Updated: March 29, 2026

1. INTRODUCTION AND ACCEPTANCE OF TERMS

Welcome to Woohl ("Platform", "we", "us", or "our"). Woohl is an integrated online ecosystem encompassing a social commerce marketplace, creator monetization tools, affiliate marketing programs, and artificial intelligence (AI) powered Software-as-a-Service (SaaS) solutions designed for both individual users and Business-to-Business (B2B) enterprise clients. The Platform is operated and maintained by Woohl Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at Sec-15, Rohini, Delhi, India.

These Terms of Service ("Terms", "Agreement") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you", "User", "Buyer", "Seller", "Creator", "Affiliate", or "Enterprise Client"), and Woohl Pvt. Ltd., concerning your access to and use of the <https://www.woohl.com> website as well as any other media form, media channel, mobile website, mobile application, application programming interfaces (APIs), or AI tools related, linked, or otherwise connected thereto (collectively, the "Services").

By accessing, browsing, registering for, or using the Platform in any capacity, you acknowledge that you have read, understood, and agree to be unconditionally bound by these Terms, along with our Privacy Policy, Refund Policy, Shipping Policy, Seller Agreement (where applicable), Affiliate Agreement (where applicable), and Cookie Policy, all of which are incorporated herein by reference.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PLATFORM AND YOU MUST DISCONTINUE USE IMMEDIATELY. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. Your continued use of the Platform after the date such revised Terms are posted constitutes your acceptance of the changes.

2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- **"AI SaaS Tools"** refers to the artificial intelligence, machine learning, and automation software services provided by Woohl to users on a subscription or pay-per-use basis, primarily catering to B2B users.
- **"Affiliate"** refers to an individual or entity that has registered for the Woohl Affiliate Program to promote the Platform or its listings in exchange for commissions.
- **"Buyer"** refers to any user who purchases physical or digital goods, or services,

through the Platform.

- **"Creator"** refers to users who utilize Woohl's creator tools to publish content, build communities, and monetize their audience through subscriptions, tipping, or digital product sales.
- **"Enterprise Client"** refers to a B2B user utilizing Woohl's advanced SaaS, API, and platform infrastructure for business operations.
- **"Seller"** refers to independent third-party vendors who list and sell physical or digital merchandise on the Woohl marketplace.
- **"User Content"** refers to all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, computer code, or AI prompts generated, submitted, or uploaded by Users.

3. ELIGIBILITY AND ACCOUNT CREATION

3.1 Age and Legal Capacity

Use of the Platform is strictly limited to persons who can legally form binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872, including minors, un-discharged insolvents, and persons of unsound mind, are not eligible to use the Platform. By using the Platform, you represent and warrant that you are at least eighteen (18) years of age. If you are a minor, you may use the Platform only under the direct, continuous supervision and prior consent of a parent or legal guardian who agrees to be bound by these Terms.

3.2 B2B and Enterprise Accounts

If you are accessing the Platform on behalf of a company, corporation, partnership, or other legal entity (for example, as a Seller, Affiliate, or B2B SaaS client), you represent and warrant that you have the requisite legal authority to bind that entity to these Terms. In such a case, "you" and "your" will refer to that entity. You must provide your company's legal name, registered address, Corporate Identification Number (CIN), GSTIN, and details of an authorized representative during registration.

3.3 Account Registration and Security

To access certain features of the Platform—including buying, selling, accessing AI tools, or monetizing content—you must register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by our registration forms. You are strictly and solely responsible for maintaining the confidentiality of your account credentials, passwords, API keys, and two-factor authentication (2FA) codes. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. Woohl cannot and will not be liable for any loss or damage arising from your failure to comply with these security obligations.

3.4 Account Suspension and Termination

We reserve the right to suspend, disable, restrict, or entirely delete your account at our sole, unreviewable discretion, without prior notice or liability, if we determine that you have violated any provision of these Terms, engaged in fraudulent or illegal activity, provided false KYC (Know Your Customer) information, abused our AI or API infrastructure, or engaged in

conduct detrimental to Woohl, our partners, or our user community.

4. PLATFORM SERVICES AND SPECIFIC TERMS

Woohl is a multi-faceted platform. Depending on how you use our Services, the following specific rules apply to you:

4.1 Social Commerce Marketplace (Buyers and Sellers)

You acknowledge and agree that for the physical goods marketplace, Woohl acts strictly as an intermediary/facilitator. We provide an online platform that facilitates the sale and purchase of products between independent third-party Sellers and Buyers.

- **No Ownership:** Woohl does not own, manufacture, store, inspect, or control the inventory of the physical products sold by Sellers on the Platform, unless expressly stated otherwise in a specific "Fulfilled by Woohl" program.
- **Contract of Sale:** The actual contract of sale is directly between the Buyer and the Seller. Woohl is not a party to that contract, does not guarantee the quality or safety of the products, and accepts no liability for any breach of contract by the Seller.

4.2 Creator Tools and Monetization

Woohl provides "Creator Tools" allowing users to publish content, host communities, accept tips/donations, and sell digital goods or subscriptions.

- **Content Standards:** Creators are solely responsible for ensuring their content does not violate intellectual property laws or community guidelines.
- **Monetization and Fees:** By using Creator Tools to generate revenue, you agree to Woohl's platform fees, which will be automatically deducted from your earnings prior to payout. Payout schedules, minimum thresholds, and chargeback liabilities are detailed in your Creator Dashboard.
- **Chargebacks and Fraud:** If a subscriber or tipper initiates a chargeback or if funds are determined to be fraudulent, Woohl reserves the right to claw back those funds from the Creator's account balance or future earnings.

4.3 Affiliate Program

Users may apply to become Woohl Affiliates, promoting platform products, SaaS subscriptions, or Creator content via customized tracking links.

- **Commission:** Affiliates earn a commission on qualifying, completed, and non-refunded purchases made by referred users within the specified cookie window, as detailed in the Affiliate Dashboard.
- **Prohibited Marketing:** Affiliates must strictly adhere to advertising laws and guidelines (including ASCI guidelines in India). Affiliates are prohibited from: (a) spamming; (b) bidding on Woohl trademarked terms in Pay-Per-Click (PPC) advertising; (c) using deceptive, misleading, or clickbait tactics; and (d) masking tracking links maliciously. Violation of these terms will result in immediate termination of the Affiliate account and forfeiture of all accrued commissions.

4.4 AI SaaS Tools (B2B and Enterprise)

Woohl offers AI-powered software tools for business operations, marketing automation,

predictive analytics, and content generation.

- **License:** Subject to payment of applicable subscription fees, Woohl grants Enterprise Clients a limited, non-exclusive, non-transferable, revocable license to use the AI SaaS Tools for internal business purposes.
- **Usage Limits and Throttling:** Access to AI Tools is subject to rate limits, token limits, and fair use policies. Woohl reserves the right to throttle, suspend, or charge overage fees for excessive use or API abuse.
- **Input and Output Data:** You retain ownership of the data you input into our AI Tools ("Input"). Depending on the specific tool used, you may own the generated output ("Output"). However, you grant Woohl a license to use the Input and Output to provide, maintain, and improve the Services.
- **No Guarantee of Accuracy (AI Hallucinations):** You acknowledge that AI and machine learning are rapidly evolving fields. The Output generated by our AI SaaS Tools may occasionally be inaccurate, incomplete, misleading, or offensive. **You are solely responsible for reviewing, fact-checking, and verifying all AI-generated Output before relying upon it or publishing it.** Woohl disclaims all liability for any business decisions, financial losses, or reputational damage resulting from reliance on AI Outputs.

5. THIRD-PARTY PROVIDERS (PAYMENTS AND LOGISTICS)

To facilitate transactions seamlessly, Woohl integrates heavily with authorized third-party service providers.

5.1 Payment Processing (Razorpay)

All payment processing for the marketplace, SaaS subscriptions, creator tips, and affiliate payouts is handled by our designated RBI-authorized payment gateway, **Razorpay**. We do not store your full credit card, debit card, or net banking details on our servers. By making or receiving payments on Woohl, you agree to be bound by Razorpay's Terms and Conditions and Privacy Policy (<https://razorpay.com/privacy-policy/>).

5.2 Shipping and Logistics (Shipmozo)

Logistics, courier assignments, tracking, and delivery services for physical goods are facilitated through our logistics aggregator partner, **Shipmozo**, and their respective network of third-party carriers (e.g., Delhivery, BlueDart, Ecom Express).

5.3 Disclaimer of Third-Party Liability

Woohl explicitly disclaims any and all liability arising from the failures, errors, delays, downtimes, breaches, or omissions of these third-party providers. Your use of these third-party services via our Platform constitutes your acknowledgment, acceptance, and assumption of risk regarding their respective terms of service.

6. USER-GENERATED CONTENT (UGC) AND PROHIBITED CONDUCT

6.1 Content Ownership and License

You may be invited to chat, contribute to blogs, post product reviews, upload portfolio pieces, input prompts into AI tools, or broadcast content (collectively, "Contributions"). You retain all ownership rights to your Contributions.

However, by posting Contributions, you grant Woohl a non-exclusive, irrevocable, worldwide, perpetual, royalty-free, fully-paid, sub-licensable right and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt, and distribute such Contributions (in whole or in part) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, without any obligation of compensation to you.

6.2 Prohibited Conduct

As a condition of your use of the Platform, you agree not to use the Services for any purpose that is prohibited by these Terms or by applicable Indian or international law. You specifically agree NOT to:

1. Upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable under the Information Technology Act, 2000 and related rules.
2. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
3. Infringe any patent, trademark, trade secret, copyright, right of publicity, or other proprietary rights of any party.
4. Upload any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs designed to interrupt, destroy, scrape, or limit the functionality of the Platform or any computer software or hardware.
5. Engage in data scraping, data mining, extraction, harvesting, or use automated bots to access the Platform or our APIs without our express written consent.
6. Reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying algorithms of the Platform, specifically including our AI SaaS Tools.
7. Use the Platform to facilitate money laundering, terrorist financing, or any other financial crime.
8. Sell or list prohibited items, including but not limited to narcotics, unregulated pharmaceuticals, weapons, counterfeit goods, or goods derived from endangered species.

7. PURCHASES, SUBSCRIPTIONS, AND BILLING

7.1 Pricing and Availability

All prices on the Platform are listed in Indian Rupees (INR) unless otherwise explicitly specified. For marketplace products, Sellers determine their own pricing. While we strive for absolute accuracy, errors in pricing or product/software descriptions may occur. Woohl and its Sellers reserve the right to cancel any orders or subscriptions placed for products or

services listed at an incorrect price, issuing a full refund where applicable.

7.2 Subscriptions and Free Trials (SaaS & Creators)

Woohl offers premium features, AI SaaS tools, and Creator subscriptions on a recurring billing basis (e.g., monthly or annually).

- **Auto-Renewal:** By subscribing, you authorize Woohl (via Razorpay) to automatically charge your payment method on file on the renewal date of your subscription.
- **Free Trials:** If you register for a free trial, your account will automatically convert to a paid subscription and be charged at the end of the trial period unless you explicitly cancel your subscription prior to the expiration of the trial.
- **Cancellations:** You may cancel your subscription at any time through your account settings. Cancellations apply to the *next* billing cycle.
- **No Prorated Refunds for SaaS:** Unless required by applicable law, subscription fees for B2B AI SaaS Tools and Creator subscriptions are non-refundable. We do not provide prorated refunds for partial-month usage.

7.3 Taxes

You are responsible for paying all applicable taxes associated with your purchases, sales, and subscriptions. For Sellers and B2B SaaS clients, GST will be levied as per the prevailing rates established by the Government of India. It is the responsibility of Sellers to ensure their product pricing reflects applicable tax obligations.

8. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise explicitly indicated, the Platform is our proprietary property. All source code, databases, APIs, functionality, software, website designs, audio, video, text, photographs, algorithms, and graphics on the Platform (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned, controlled by, or licensed to Woohl Pvt. Ltd., and are strictly protected by copyright and trademark laws of India, international copyright treaties, and other intellectual property laws.

You are granted a limited, revocable, non-exclusive license to access and use the Platform strictly in accordance with these Terms. No part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

8.1 Feedback and Suggestions

If you provide us with any feedback, suggestions, bug reports, or ideas regarding the Platform ("Feedback"), you hereby assign all rights, title, and interest in such Feedback to us. We shall have the exclusive, unrestricted right to use, implement, and commercialize such Feedback without any obligation of confidentiality, compensation, or credit given to you.

9. COPYRIGHT INFRINGEMENT AND GRIEVANCE REDRESSAL

We respect the intellectual property rights of others. In accordance with the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and the Copyright Act, 1957, we have implemented a mechanism to address infringement claims.

If you believe that any content hosted on Woohl infringes upon your copyright or trademark, you must submit a written takedown notice to our Grievance Officer at hello@woohl.com containing the following:

1. A physical or electronic signature of the IP owner or authorized representative.
2. Identification of the copyrighted work claimed to have been infringed.
3. The exact URL or location of the infringing material on the Platform.
4. Your contact information (name, address, phone number, email).
5. A statement that you have a good faith belief that the use of the material is not authorized.
6. A statement, made under penalty of perjury, that the information in the notification is accurate.

Upon receipt of a valid notice, Woohl will take prompt action to disable access to the allegedly infringing content, pending investigation, and notify the user who uploaded it.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY AS IT SIGNIFICANTLY LIMITS OUR LIABILITY TO YOU.

10.1 "As Is" Basis

THE PLATFORM, INCLUDING ALL E-COMMERCE FACILITIES, CREATOR TOOLS, AFFILIATE NETWORKS, AI SAAS TOOLS, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE PLATFORM, IS PROVIDED ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, WITHOUT WARRANTIES OF ANY KIND.

WOOHL EXPLICITLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

10.2 Specific Disclaimers

- **Marketplace Disclaimer:** We do not endorse any Seller or product. We are not responsible for the quality, safety, legality, or exactness of physical goods purchased.
- **Affiliate Earnings Disclaimer:** We make no guarantees regarding the amount of income or commissions you may earn as a Creator or Affiliate. Any earning metrics shown on the Platform are for illustrative purposes only.
- **AI Tool Disclaimer:** AI-generated outputs are algorithmic and may be prone to errors, biases, or "hallucinations." They should not be relied upon as professional legal,

medical, financial, or technical advice.

10.3 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WOHL PVT. LTD., ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVESTORS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WOHL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT (WHETHER RELATING TO THE MARKETPLACE, AI TOOLS, OR CREATOR SERVICES) SHALL UNDER NO CIRCUMSTANCES EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO WOHL (EXCLUDING AMOUNTS PAID DIRECTLY TO SELLERS OR THIRD PARTIES) IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) FIVE THOUSAND INDIAN RUPEES (INR 5,000).

11. INDEMNIFICATION

You agree to fully defend, indemnify, and hold harmless Woohl Pvt. Ltd., its parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, demands, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to reasonable attorney's fees and legal costs) arising directly or indirectly from:

1. Your access to, use of, or inability to use the Platform, APIs, or AI Tools;
2. Your violation or breach of any term of these Terms of Service or any incorporated policy;
3. Your violation of any third-party right, including without limitation any copyright, property, privacy, or trademark right (e.g., if you upload infringing content or sell counterfeit goods);
4. Any claim that your User Content, Creator content, or physical products caused bodily injury, financial ruin, or damage to a third party;
5. Any violation of applicable laws, including tax compliance (GST) and consumer protection laws by you as a Seller, Creator, or B2B Client.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate fully with our defense of these claims.

12. DISPUTE RESOLUTION AND GOVERNING LAW

12.1 Governing Law

These Terms of Service, your use of the Platform, and any separate agreements whereby we provide you services shall be governed by, construed, and enforced exclusively in accordance with the laws of India, without regard to its conflict of law principles. Applicable statutes include, but are not limited to, the Information Technology Act, 2000, the Consumer Protection Act, 2019, and the Digital Personal Data Protection Act, 2023.

12.2 Informal Resolution

Before resorting to formal litigation or arbitration, you agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms ("Dispute") informally by contacting our Grievance Officer in writing. We will attempt to resolve the Dispute amicably within forty-five (45) days of receiving your notice.

12.3 Exclusive Jurisdiction and Arbitration

If the Dispute cannot be resolved informally, any legal action of whatever nature brought by either you or us shall be prosecuted or commenced exclusively in the state or federal courts located in **New Delhi, Delhi, India**. You and Woohl Pvt. Ltd. hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such courts.

13. PROMOTIONS, CONTESTS, AND SWEEPSTAKES

From time to time, Woohl may offer promotional codes, discounts, contests, or sweepstakes ("Promotions"). These Promotions may be governed by specific rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will take absolute precedence with respect to that specific Promotion. Woohl reserves the right to modify or cancel Promotions at any time without notice.

14. GENERAL PROVISIONS

14.1 Force Majeure

Woohl shall not be held liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by an event beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, internet outages, cyber-attacks, server crashes, telecommunication failures, government actions, or labor strikes.

14.2 Severability

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

14.3 Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Woohl's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

14.4 Assignment

You may not assign, transfer, or delegate any of your rights or obligations under these Terms without our prior written consent. We may assign, transfer, or delegate our rights and obligations under these Terms to any affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, without notice to you.

14.5 Entire Agreement

These Terms, along with the Privacy Policy, Refund Policy, Shipping Policy, Seller Agreement, Affiliate Agreement, and any other policies or operating rules posted by us on the Platform, constitute the entire agreement and understanding between you and us and govern your use of the Platform, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us.

15. CONTACT INFORMATION AND GRIEVANCE OFFICER

In accordance with the Information Technology Act, 2000, and rules made thereunder, if you have any questions regarding these Terms of Service, or wish to report a grievance, please contact us at:

- **Company:** Woohl Pvt. Ltd.
- **Registered Address:** Sec-15, Rohini, Delhi, India
- **Grievance Officer Email:** hello@woohl.com
- **Phone:** +91 8178709760
- **Support Portal:** <https://www.woohl.com/contact>