

## TERMS OF USE

### **PLEASE READ THESE TERMS OF SERVICE CAREFULLY.**

This document is an electronic record in terms of the Indian Information Technology Act, 2000, as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

These 'Terms of Use' along with the Privacy Policy (hereinafter referred to as the "**Agreement**") constitute legal agreement between you, being a person legally competent to enter into a contract under the applicable laws (hereinafter referred to as the "**User**", which term shall, unless the context otherwise requires, include its successors and permitted assigns) that accesses and/ or uses the website **www.rsgdevelopers.com** including related software, mobile and other applications and functions and features thereof ("**Website**") and **RSG Developers Private Limited** (hereinafter referred to as the "**Company**", which term shall, unless the context otherwise requires, include its successors and permitted assigns) in relation to access and use by the User of the Website, Facility (defined hereinafter) and the activities, services, features, functionalities and / or resources available on the Website as described in greater detail in the Agreement herein. The User's access and use of Website and the Facility shall be governed by the Agreement.

The Company and User shall, hereinafter, be collectively referred to as "**Parties**" and individually as "**Party**".

**The Company reserves the right to refuse access and use of the Facility and / or the Website to any Person at its sole and absolute discretion.**

The use of the Website and the Facility are offered to the User strictly subject to the User's 'Acceptance' of all the terms, conditions and notices contained in the Agreement. Upon the User's "Acceptance", the Agreement shall be effective and binding upon the User and between the Company and the User, along with any amendments thereto, from time to time, as published on the Website.

Notwithstanding anything, the User's access and use of the Website and / or the Facility constitutes the User's agreement, ratification and acceptance to be bound by the Agreement. By accepting this Agreement, the User also accepts and agrees to be bound by the Company's Privacy Policy which is available on the Website and is incorporated herein by way of reference.

**If the User does not agree to or is not willing to be bound by the terms and conditions of the Agreement, then the User shall not have any right to access or use the Website or the Facility.**

The Agreement is and shall be deemed to be concluded and executed between the User and the Company at New Delhi, India.

The Company may revise the Agreement, including the Privacy Policy from time to time, so please review them frequently to check for any changes. The Company will inform the User of any changes by posting the new Terms of Facility on the Website. **If the User does not agree with the Agreement, as amended from time to time, at any point in time, then the User must abstain from using and accessing the Website and the Facility.**

### **1. DEFINITIONS**

In the Agreement, unless inconsistent with the context or otherwise specified, the following words and expressions shall have the following meanings. Any term not defined in this Clause 1, but defined elsewhere in the Agreement, shall have the same meaning throughout the Agreement.

- 1.1 **“Confidential Information”** means: (i) the Intellectual Property, programs, concepts, techniques, ideas, and know-how embodied and expressed in the Website and the Facility, and the benchmark results, manuals, program listings, data structures, flow-charts, logic diagrams, functional specifications etc., in relation thereto; (ii) information reasonably identifiable as confidential and proprietary; (iii) terms and conditions of the Agreement; or any other information provided by a Party to the other Party or otherwise exchanged between the Parties, whether orally or in writing, that is designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.
- 1.2 **“Facility”** means that facility provided by the Company through the Website, through which the Users may make the payments of amounts due to be paid by the Users to the Company for the services provided by the Company.
- 1.3 **“Intellectual Property”** means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags incorporated into the Website, and shall include all right, title and interest (including without limitation any and all patents, copyrights, trademarks, moral rights, design rights, database rights, trade names, service marks and other proprietary rights), source codes, objects codes concepts, designs, know-how, improvements, works of authorship, trade secrets, processes, formulae, user interface, business and product names, logos, slogans, industrial models, processes, designs, databases, methodologies, software, computer programs (including all source codes), technical information, engineering and technical drawings, look and feel, user interface, UX, colour scheme related to the Website together with all associated service names, brand names, internet domain names and sub-domains;
- 1.4 **“Service Fee”** means the amount the User is required to pay or pays for access and use of the Website and the Facility.
- 1.5 **“User Data”** means all data, content or information that the User provides, posts, uploads, inputs or submits on the Website for use of the Facility.

## 2. **DESCRIPTION OF THE FACILITY**

- 2.1 The Company has created the Website to provide a facility to the Users to engage and interact with the Company and also make payments for various services rendered by the Company to the User.
- 2.2 The Facility provided by the Company to the User under the Agreement shall be:
- (i) provided on a non-exclusive basis; and
  - (ii) used by the User only for lawful activities.
- 2.3 The Facility provided herein are limited to scope defined under the Agreement and the User shall not be permitted to:
- (i) use the Facility other than in connection with lawful purposes; or
  - (ii) tamper with, harm, reverse engineer, modify, decompile, disassemble or otherwise attempt to extract information from the Website; or
  - (iii) adapt, translate, remove or eliminate the Website.

## 3. **OBLIGATIONS OF THE USER**

- 3.1 The User agree and undertakes that the User shall not use the Facility to:
- (i) violate or encourage any conduct that would violate any applicable law or regulation or would give rise to civil liability; or
  - (ii) impersonate or misrepresent the User's affiliation with any person or entity;
- 3.2 The User agrees and undertakes that the User shall not:
- (i) access, tamper with, or use any unauthorized non-public areas of the Website or the Company's systems or those of the Company's services providers;
  - (ii) attempt to probe, scan, or test the vulnerability of the Website or any related system or network or breach any security or authentication measures used in connection with the Website; or
  - (iii) attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Facility.
- 3.3 The User shall use its best effort to hinder and prevent piracy and hacking with respect to the Facility and the Website at its end. In the case of occurrence of any piracy and hacking with respect to the Facility and the Website, the User shall inform the Company immediately.

#### 4. **ACCESS AND USE**

- 4.1 In order to use the Facility, the User must enter appropriate credentials and provide to the Company necessary information, data, login id, passwords, usernames, PINs, email address, mobile number, residential/ office address, other log-in information, materials or other contact information and content (collectively "**Account Information**"). Users are permitted to use the Facility only after proper and valid authentication, which will need to be done explicitly by Users. When creating an account, the User agrees to provide accurate and complete information. In order for the Website and Facility available therein to function effectively, the User must keep the User's Account Information up to date and accurate.
- 4.2 The User is responsible for safeguarding the User's authentication credentials and the User agrees not to disclose these credentials to any third party. The User agrees to take sole responsibility for any actions made using the User's authentication credentials, whether or not the User has authorized such actions. The User agrees and understands that the User is solely responsible for maintaining the confidentiality of the User's Account Information which would allow the User to access the Website and use the Facility available on the Website. The User will immediately notify the Company of any unauthorized use of the User's authentication credentials. By providing the Company with the User's email address, the User agrees to receive all required notices electronically, to the e-mail address provided.

#### 5. **PAYMENT FACILITY AND SERVICE FEES**

- 5.1 The Users shall be entitled to make payments to the Company using the Facility on the Website.
- 5.2 The Facility is powered and provided by third party services providers like payment gateways and wallets and therefore remains conditional to that extent. The Company shall not be responsible or liable for any losses or damages caused to the User on account of failure or deficiency on the part of such third party payment service providers.

- 5.3 The payments made by the User shall be appropriated to the account and purpose indicated by the User. The Company shall not be responsible for any errors on the part of the User in this regard.
- 5.4 Any payment which is not acknowledged by the Company on the Website (in case of broken response or any other reason whatsoever) and the deduction has been made from the bank account of the User, will be refunded by the relevant payment service provider. The Company/Website shall not be liable in any such cases and the User is advised to contact them directly.
- 5.5 The access and use of the Facility would be subject to Service Fee or other charges, as the Company may specify from time to time in writing or posting it on the Website.
- 5.6 The Service Fee and all other charges paid by the User are non-refundable, and there are no refunds or credits for the same.

## **6. COMPANY'S PROPRIETARY RIGHTS**

- 6.1 The Company is the sole and absolute owner of any and all rights, including the intellectual property rights and other rights in and to Website and Facility and the Intellectual Property associated therewith.
- 6.2 The Parties agree that nothing in the Agreement is intended to, nor shall be construed to vest in, transfer or to otherwise convey to the User any right, title or interest in the Website or any Intellectual Property associated therewith; and the User shall have no right to acquire any right, title or interest in the same by lapse of time or otherwise.
- 6.3 The User agrees not to copy, rent, lease, sell, distribute, or create derivative works based on the Intellectual Property, the Website or the Facility in whole or in part, by any means.
- 6.4 All other third party trademarks, service marks, product names, and logos appearing on the Website or in the Facility are the property of their respective owners.
- 6.5 The User acknowledges and agrees that the Website and Facility contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or as authorized by the Company or the relevant third party, the User agrees not to attempt to decipher, decompile, disassemble, or reverse engineer any of the software in relation to the Website or used to provide the Facility and not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Website, Facility or the software used to provide the Facility, in whole or in part.
- 6.6 The Parties agree that performance of Facility pursuant to the Agreement may result in discovery, creation or development of copyright, designs, processes, methods, techniques, improvements, strategies, or other original works of authorship and other intellectual property rights and the User agrees and acknowledges that all rights, title and interest in and to all such intellectual property, upon the creation of the same, shall always fully and absolutely vest in the Company.
- 6.7 The Company shall have the right to use the User Data to evaluate, update, improve and upgrade the Website and the Facility and for analytics and research purposes in accordance with applicable law.

## **7. USER'S PROPRIETARY RIGHTS**

- 7.1 By entering, storing, or sending the User Data through the Website, the User grants the Company a non-exclusive, worldwide, license, on a royalty-free basis, with a right to

sublicense this right to third parties assisting the Company in providing the Facility, to use, copy, distribute and process the User Data through the Website on the User's behalf solely for the purpose of storing, transferring, processing and delivering such User Data. The User acknowledges and agrees that the Company will not be responsible for any failure of the Website to store any information, for the deletion of files or information stored on the Website, or for the corruption of or loss of any data, information or material saved or sent through the Website.

- 7.2 The Company undertakes to implement commercially reasonable and appropriate physical, electronic and managerial data security measures and procedures for the protection of User Data and information against loss, misuse and alteration. The Company shall not allow any access to its system or the User Data to a third party, except on a strictly need to know basis and in accordance with the Privacy Policy, and shall take all reasonable care to maintain the confidentiality of the information as provided under the Agreement.

## 8. **THIRD PARTY APPLICATIONS, DATA AND WEBSITES**

- 8.1 The Company may use Third-Party Services provided by the third party vendors to assist in providing the Facility ("**Services Providers**"). All or some of the User Data may be stored on servers provided by Services Providers. Certain features and functionality of the Facility may be implemented through the Third-Party Services or use of a third-party API and other licensed third party software or technology. The Company may use other Services Providers for the following types of services: networking, storage, financial transactions, customer relationship management, website maintenance, database management, web analytics, cloud computing infrastructure, transactional communications, marketing communications, customer services etc.

- 8.2 The Website may contain links to Third-Party Sites or software that are not owned or controlled by the Company. The Company cannot censor or edit or control the content of any Third-Party Sites. The Company shall not be liable for any losses incurred by the User on account of use of any Third-Party Sites, software or technology.

## 9. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- 9.1 The User understands and agrees that the Facility are provided on an "as is" and "as available" basis and without warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 9.2 The Company makes no warranty that the Service will meet the User's requirements or that the Website will be uninterrupted, timely, secure, or error-free.
- 9.3 The Company assumes no responsibility for any failure of or disruption to the Facility as a result of any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction or any other factor, which is outside of Company's reasonable control.
- 9.4 The Parties agree that no advice or information, whether oral or written, obtained by User from the Company, whether concerning Facility, or otherwise, shall create any warranty not expressly stated herein.
- 9.5 The User expressly understands and agrees that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data or other intangible losses (even if the Company has been advised of the possibility of such damages) in connection with the Agreement, including, without limitation, any such damages resulting from: (i) the use or the

inability to use the Service; (ii) the cost of procurement of substitute services; or (iii) unauthorized access to or alteration of the User's material.

- 9.6 In no event shall the Company be liable to the User for any indirect damages (including, without limitation, lost profits, business interruption, or lost information) arising out of the use of or inability to use the Facility by the User, even if the User has been advised of the possibility of such damages.
- 9.7 The Company shall have no liability with respect to any of the information transmitted on, downloaded from, or otherwise accessed through the Website or any part thereof, including but not limited to errors or omissions contained therein, violations of public policy, infringements of rights of publicity or privacy, business interruption, personal injury, loss of privacy, or the disclosure of confidential information.
- 9.8 In no event will the Company's or any of its shareholders', directors', employees', agents' total liability to the User for all damages, liabilities, losses, and causes of action arising out of or relating to (i) the Agreement, (ii) the Facility, (iii) the User's use or inability to use the Facility, however caused and whether arising in contract, tort including negligence, warranty or otherwise, exceed the Service Fee charged by the Company or INR 100 (Rupees Hundred Only), whichever is lower.
- 9.9 The User expressly recognizes and acknowledges that such limitation of liability is a fundamental element of the basis of the agreement between the Company's and the User and that it is an essential factor in establishing the price for the Facility.

## 10. **DISCONTINUATION**

- 10.1 The Company reserves the right to discontinue the Website or the Facility or to change the Facility at any time and will provide notice of such discontinuation or change to the User through posting changes to the Agreement and/or by notifying the User through email using the Account Information that the User has provided to the Company.
- 10.2 The User acknowledges that, although the Company has no obligation to monitor the User's use of the Facility, the Company has the right to do so for the purpose of operating the Facility, to ensure the User's compliance with the Agreement, or to comply with applicable laws or the order or requirement of a court, administrative agency, or other governmental body. The Company reserves the right at all times to disclose, in its sole discretion, any user files when necessary (a) in accordance with applicable any law, regulation, or governmental request or (b) reduce or prevent what the Company considers to be, in the Company's sole discretion, a serious or imminent threat to the User's health or safety, or the health or safety of another person.

## 11. **GENERAL**

- 11.1 **Amendments.**  
The Company may update and change all or any part of the Agreement, including the fee and charges associated with the use of the Facility. If the Company updates or changes the Agreement, the updated Agreement shall be posted on the Website.
- 11.2 **Confidentiality.**  
Neither Party will use, copy, adapt, alter or part with possession of any Confidential Information of the other Party which is disclosed or otherwise comes into its possession under or in relation to the Agreement other than for providing Facility and other uses permitted under the Agreement. Both Parties will: (i) protect the confidentiality of the Confidential Information disclosed or otherwise comes into its possession under or in relation to the Agreement using the same degree of care that it uses with its own Confidential Information of similar nature, but

with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of the Agreement, (iii) not disclose Confidential Information to any third party, and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents on a need to know basis. Provided however, nothing contained in the Agreement shall restrict any of the Parties from disclosing any information as may be required under applicable law subject to providing a prior written notice of seven (7) days to the other Party.

This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

- 11.3 Force Majeure.  
Neither Party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; government restrictions; or other event outside the reasonable control of the obligated party. Each Party will use reasonable efforts to mitigate the effect of a force majeure event.
- 11.4 Relationship of the Parties.  
The User and the Company agree that that nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties.
- 11.5 Compliance with Laws.  
The Company will comply with all Indian laws in the Company's provision of the Facility and the Company's processing of the User Data. The Company reserves the right at all times to disclose any information and User Data as necessary to satisfy any law, regulation, legal process or governmental request. The User shall comply with all Indian laws with respect to the User's use of the Facility.
- 11.6 Severability.  
If any provision of the Agreement is determined to be invalid or unenforceable under the applicable laws, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of the Agreement shall continue to remain in full force and effect.
- 11.7 Notices  
Except as otherwise set forth herein, notices made by the Company under the Agreement that affect the User's generally (e.g., notices for revisions in the terms of Agreement, Plans etc.) shall be posted on Website. Notices for the User or User's account specifically (e.g., notices of breach) will be provided to the User at the email address provided to the Company in the User's registration for the Facility or any updated email address the User provides to the Company's.

It is the User's responsibility to keep the User's email address updated and the User shall be deemed to have received all emails sent to such email address, upon the Company's sending of the email. All communications and notices to be made or given pursuant to the Agreement shall be in the English language.

Notices to the Company under the Agreement and questions regarding the Agreement or the Facility, must be sent to the following address:

323, Aggarwal Plaza, Plot No.- 3  
DDA Community Centre,  
Sector -14, Rohini,  
Delhi -110085

- 11.8 Entire Agreement.  
The Agreement along with the Privacy Policy is the entire agreement between the Parties for the Facility and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between the User and the Company, whether written or oral, regarding such subject matter. The Company shall not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of the Agreement (whether or not it would materially alter the Agreement) and which is submitted by the User in any order, acceptance, confirmation, correspondence or other document.

The Company might make versions of the Agreement available in languages other than English. If the Company does so, the English version of the Agreement will govern the Company's relationship with the User and the translated version is provided for convenience only and will not be interpreted to modify the English version of the Agreement.

12. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 12.1 The formation, construction, performance and enforcement of the Agreement shall be in accordance with the laws of India without regard to conflict of law principles.
- 12.2 All disputes in relation to the Agreement will be resolved by arbitration under the Arbitration and Conciliation Act, 1996, in New Delhi, India, by a sole arbitrator appointed by the Parties mutually. The arbitration award shall be final and binding on the Parties, and enforceable in accordance with its terms. The arbitrator shall state the specific reasons for its findings in writing. The Parties agree to be bound thereby and to act accordingly.
- 12.3 Subject to the arbitration provision, the courts of competent jurisdiction at New Delhi, India shall have exclusive jurisdiction over all matters arising pursuant to the Agreement.