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## TERMS OF USE OF WEBSITE

This website [www.realtyassist.lichousing.com](http://www.realtyassist.lichousing.com) and/or mobile application named HOMY, as the case may be, (hereinafter collectively referred to as “**Website**” which term shall mean and include the website [www.realtyassist.lichousing.com](http://www.realtyassist.lichousing.com) or the mobile application HOMY or both, as the context may require) is owned, hosted, operated and maintained by LIC Housing Finance Limited (“**LICHFL**” / “**Company**”), a company registered under the Companies Act, 1956 with CIN No L65922MH1989PLCO52257 and having its Registered office at Bombay Life Building, 2<sup>nd</sup> Floor, 45/47, Veer Nariman Road, Mumbai-400 001 and having its Corporate Office at 131, Maker Tower-F, Cuffe Parade, Mumbai- 400 005..

These terms of use of the Website (“**Terms of Use**”) constitute a valid, binding and enforceable agreement between the User (defined hereinafter) and the Company regarding access and use of the Website and the Service/s (defined hereinafter) offered by the Company on its Website. By accessing or using the Website and/or the Service/s offered by the Company, the User agrees to be bound by the obligations, terms and conditions contained hereinbelow in these Terms of Use.

### NOW THESE TERMS OF USE WITNESSETH AS UNDER:

#### 1. DEFINITION AND INTERPRETATION

- 1.1 Unless otherwise specified, the capitalized words shall have the meanings as defined herein below:
- A. “**Applicable Law**” means any statute, law, equity, regulation, ordinance, rule, judgement, order, decree, clearance, approval, directive, guideline, circular, policy, requirement or other restrictions or directions imposed by the government or any statutory authority of India which may be amended from time to time.
  - B. “**Intellectual Property Rights**” shall mean and include all rights, title and interest in, and in relation to, all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected and whether or not capable of intellectual property protection, whether owned or licensed by the Company, now existing or hereinafter filed, issued, acquired or applied for, and includes trademarks (whether or not registered, opposed or under process of registration), copyrights (whether or not registered, opposed or under process of registration), trade secrets, technology, know-how, rights in applications filed for registration of the foregoing, improvements and confidential information and any right analogous to those set forth herein and other property rights relating to intangible property, including data and records, each as pertaining to the operations and activities of the Company and all other related confidential, proprietary and other associated rights of the Company pertaining to the operations and activities of the Company.

- C. **“Lister”** shall mean and include any builder/developer/real estate agent/owner having the right, title, interest to sell, alienate, transfer or otherwise deal with the property which he/it has listed on the Website.
  - D. **“Listing”** shall mean and include any property/project in India which the Lister has made available for advertisement/marketing on the Website.
  - E. **“Person”** shall mean and include an individual, a partnership firm, an association, a Limited Liability Partnership, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not.
  - F. **“RERA”** shall mean and include the Real Estate (Regulation and Development) Act, 2016 as amended from time to time and the rules or regulations framed thereunder.
  - G. **“Service”** shall mean and include any of the services offered by the Company to its User/s and Lister/s, more particularly described in Clause II herein.
  - H. **“User”** shall mean and include any person who accesses or avails the Website of the Company for the purpose of transacting, displaying or uploading information or views and also includes a Person who jointly participates in accessing/using the Website of the Company after completing his/it registration in order to create a User Account. The term shall also mean and include any Person browsing the Website or visitor who utilizes any of the Services offered by the Website, without the need or a requirement to create a User Account i.e. visits non-restricted portions of the Website.
  - I. **“User Account”** shall mean and include the account created by a User on registration after providing registration details including, but not limited to, complete name, residential address, e-mail address, contact number on the Website. Words referring to masculine include the feminine and the singular include the plural and vice versa as the context admits or requires; and Words importing persons includes individuals, association of persons, company (incorporate and unincorporated), corporation, partnership and limited liability partnership.
- 1.2 Words referring to masculine include the feminine and the singular include the plural and vice versa as the context admits or requires; and words importing persons includes individuals, association of persons, company (incorporate and unincorporated), corporation, partnership and limited liability partnership.

## **2. SERVICES OFFERED BY THE COMPANY**

2.1 The Company provides the following Services through its Website:

- A. Creating User Account which shall include details of the User such as complete name, age, permanent/residential address, e-mail address, contact number for access and use of the Website;

- B. Listing of properties for sale and re-sale by Lister;
- C. Search tool for User to find a suitable property through the Website;
- D. Provision of home loan by the Company after due completion of the loan application procedure and documentation by the User as may be prescribed by the Company from time to time in the 'Home Loan' section on the Website;
- E. Hosting of virtual property fairs on the Website; and
- F. Promotional advertisement and marketing of Listings on the Website and/or through e-mails, messages, and/or any other electronic medium.

### **3. USER'S REPRESENTATIONS AND COVENANTS**

3.1 The User represents and covenants to the Company as follows:

- A. That the User is eighteen (18) years of age or above and is capable of entering, performing and complying with the obligations, terms and conditions stated herein and is able to enter and perform a contract and does not suffer from any disqualification as stated under the provisions of Indian Contract Act, 1872 as amended from time to time or any other act/statute. While a User under the age of eighteen (18) may utilize the Service of the Website, they shall do so only with the involvement & guidance of their parents and/or legal guardians, under such parent /legal guardian's registered User Account and in compliance with all law as may be applicable to such User;
- B. That all the personal information submitted by the User at the time of creation of the User Account or for the purpose of availing any Service, is complete, true and correct. The User agrees to indemnify and keep the Company indemnified from any wrong or false data/ information entered on the Website. All information submitted by the User is accepted in good faith and the Company accepts no responsibility whatsoever regarding the *bona fides* of the User;
- C. That all information posted by the User will be subject to verification by the Company;
- D. That the User shall be solely responsible for all information submitted by the User to the Company. The User who has entered the data is fully responsible for any false, misleading or incorrect data entered and shall be liable for any and all action(s) taken by the Company or Person who relies on such information;
- E. That the User shall be solely responsible for maintaining the confidentiality and security of the User Account;
- F. That the User shall be solely responsible for all activities that occur under his/its User Account;
- G. That the User shall avail the Service for personal use and not for any commercial or business purposes;

- H. That the User shall adhere to the terms, conditions and obligations stated herein and any policy, guidelines, rules, notice of the Company as may be communicated to the User on the Website from time to time;
- I. That the User shall be solely responsible for keeping himself/itself updated with the latest policy, rules, guidelines, instructions as may be posted by the Company on the Website from time to time. The User understands and agrees that posting of any information on the Website by the Company shall be deemed as valid communication to the User and the User waives the requirement of personally communicating any information;
- J. That the User shall immediately notify the Company of any unauthorized use /breach of his/its password or User Account;
- K. That the User hereby shall indemnify and shall keep indemnified the Company against any action or claim by a Person resulting from any information posted on the Website by the User and/or anybody else on his behalf whether from his/its User Account or otherwise;
- L. That the User shall not resell or assign his/its rights or obligations under these Terms of Use;
- M. That the User shall not copy, distribute, download, display, perform, reproduce, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any material/information/content contained on the Website except as specifically permitted in these Terms of Use;
- N. That the User shall not copy or distribute any data/content/material/information on the Website on any other server, or modify or re-use information, text, graphics, sound on the Website to any other system. No reproduction of any part of information, text, photographs, graphics, sound on the Website will be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication, whether in hard copy or electronic format, including postings to any other websites;
- O. That the User shall not upload, post, transmit, or share any information on the Website that:
  - i. belongs to another person and to which the User does not have any right; or
  - ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or
  - iii. contravenes any provision of Protection of Child from Sexual Offences Act, 2012; or
  - iv. infringes any patent, trademark, copyright, or other proprietary rights; or
  - v. violates any law for the time being in force in India; or

- vi. deceives or misleads the addressee about the origin of the messages or communicates any information which is grossly offensive or menacing in nature; or
  - vii. impersonates another person; or
  - viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
  - ix. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- P. That the User understands and agrees that uploading, posting, transmitting, or sharing any information as stated in Clause P hereinabove will render the User Account liable for indefinite suspension or immediate termination of the User Account by the Company, as the Company may deem appropriate;
- Q. That the User shall not utilize any Service/s in any manner so as to impair the interests and functioning of the Company/Website or which is non-compliant with Applicable Law;
- R. That the User shall not access any data not intended for the User or log into any server or account that the User is not authorized to access;
- S. That the User shall not attempt or breach security or authentication measures or attempt to probe, scan or test the vulnerability of a system or network attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the Services offered on or through the Website, by hacking, password "mining" or any other illegitimate means;
- T. That the User shall not attempt to interfere with, access any other User Account including, but not limited to, by submitting a virus of any kind or Trojan horse to the Company, or by overloading, flooding, mail bombing or crashing the Website;
- U. That the User shall not introduce any spam which floods the internet with unwanted and unsolicited email and deteriorates the performance and availability of the Website. All forms of spam, or any other activities that have the effect of facilitating spam, are strictly prohibited;
- V. That the User shall not use another internet service to send or post spam messages/hyperlinks/advertisements to drive visitors to the User's website hosted on or through the Website, whether or not such messages/hyperlinks/advertisements were originated by the User, under the User's direction, or by or under the direction of a Person; and
- W. That the User shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any content on the Website, or in any way reproduce or

circumvent the navigational structure or presentation of the Website or its contents, to obtain or attempt to obtain any materials, documents or information through any means not otherwise made available through the Website.

#### **4. DISCLAIMER**

- 4.1 The User hereby agrees that use of the Website and/or Service is at the User's sole risk. The Service is provided on an "as is" and/or on an "as available" basis. The Company expressly disclaims all warranties of any kind, whether express or implied.
- 4.2 The Company makes no warranty that the Service shall meet User's requirements, or that the Service shall be uninterrupted and/or timely and/or secure and/or error free.
- 4.3 The Website, like any other website on the internet, is vulnerable to data corruption, interception, tampering, viruses as well as delivery errors and the Company does not accept liability for any consequence that may arise therefrom.
- 4.4 There are no express representations and warranties, whether express or implied, made by the Company regarding the accuracy, reliability and/or quality of any information, advice, views and suggestions transmitted and/or obtained through the use of the Website. The Company shall not be responsible for the information, advice, views and suggestions provided by any Person and/or Lister and/or the User on the Website. The information contained on the Website should be used for reference only. The information, advice, views or suggestions on the Website is not and should not be regarded as legal, financial or real estate advice. Before relying on any such information, advice, views or suggestions, the User is strongly encouraged to do an independent assessment at his/their end considering his/their specific requirements and the parameters he/they have in mind. The User understands and agrees that any information, advice, views and suggestions and/or material obtained through the Website is at User's own discretion and risk and the User shall be solely responsible for any damage/s and/or cost and/or any other consequence/s resulting from relying on any information, advice, views or suggestions on the Website. The Company will not be responsible for any claims arising out of the use of any information, advice, views or suggestions on the Website. In the event the User is relying on any information, advice, views or suggestions provided by any Person and/or Lister and/or the User on the Website, then the User agrees that he/it shall act on such information, advice, views or suggestions only after the Company, in writing, permits the User to rely on such information and not otherwise. In case any inaccuracy is, or otherwise

improper content is sighted, on the Website, the User is required to report it on the 'Grievance Redressal Mechanism' on the Website.

- 4.5 In case there is any loss of information of the User Account, caused due to any reason, whether as a result of any disruption of service, suspension and/or termination of the Service, the Company shall not be liable in any way for the same. The Company shall not be liable to delete or alter any User information on the Website unless the Company receives a written application for the same and the Company deems it necessary for such information to be deleted or altered.
- 4.6 The Company shall not be responsible for any problem including any technical malfunction of on-line-systems, servers or providers, computer equipment, software, failure of e-mail or flash players on account of technical problem or traffic congestion on the internet or at any website or combination thereof, including injury or damage to any User or to any other person's computer related to or resulting from participating or downloading materials/information from the Website.
- 4.7 The Company shall neither be liable for any disclosure of information concerning the User Account and/or particulars nor for any error and/or omissions and/or inaccuracy with regard to the information so disclosed. In addition, the Company shall also not be liable for any loss or damages sustained by reason of such disclosure, whether intentionally or inadvertently.
- 4.8 For any third party service which the User will buy through the Website, the User shall take full responsibility to deal with such third party/ies at their own risk, cost and liability without holding the Company liable in any manner whatsoever.
- 4.9 Property descriptions and other information provided in the Listing by Lister/s on the Website are intended for information and marketing purposes and, whilst displayed in good faith, the Company will not, in any circumstances, accept responsibility for the accuracy of any description and/or information in any Listing. It is the responsibility of the User to satisfy himself/themselves as to the accuracy, correctness and reliability of any property descriptions and/or information displayed on the Website and it is the responsibility of Lister/s to ensure the accuracy and integrity of property descriptions and/or information in any Listing provided on the Website. It is clarified that the Company will not be liable in any manner whatsoever if any loss, damage or injury (financial or otherwise) is caused to the User on account of any misleading, false or inaccurate property description and/or information in the Listing. The Company makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability or suitability with respect to the property description and/or information provided by the Lister on its Website with respect to any Listing.
- 4.10 The Company is only an intermediary offering its platform i.e. the Website, to advertise properties of a Lister for User/s visiting its Website and is not and



cannot be a party or privy to or control in any manner any transactions between the Lister and the User. All the offers and discounts on this Website have been extended by various Lister/s who have advertised their Listing. The Website is only communicating the Listings and not selling or rendering any Listing. Lister/s may be directly contacted via their "Lister Information" page, accessible from any of their Listing/s.

4.11 The Company is not responsible for any non-performance or breach of any contract entered into between a User and Lister. The Company cannot and does not guarantee that the concerned User or Lister will perform any transaction. The Company does not hold any right, title, or interest over the Listing, nor does the Company have any obligations or liabilities in respect of any contract entered into between the User and Lister. The Company neither warrants nor is it making any representations with respect to the Listings made on the Website. The Company shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the User and Lister, and both the User and Lister shall settle all such disputes without involving the Company or Website in any manner and without making the Company a party to any proceedings initiated by either the User or the Lister.

4.12 Any value estimates provided on the Website are intended for general interest and are for the limited purpose of information only and should not be relied upon for any commercial transaction or similar use by a User. These estimates may be inaccurate or incomplete and are merely an estimate of the Company and the same should not affect the decision making of the User. The estimates do not consider any factors which are unknown to the Company and should only be used as a general estimate. The Company shall not be liable for any loss, damages or injury suffered by a User as a result of relying on the value estimates, as may be available on the Website.

4.13 None of the information available on the Website is intended to be a substitute for independent professional advice whether legal, financial or real estate advice. User/s are recommended to seek advice from suitably qualified professionals including surveyors, legal advisors, property advisors, and solicitors as applicable to their particular circumstances;

4.14 The Company will not be liable for any time difference arising between a message released through a gateway/ server (provided to the Website) and such message finally reaching the User from the concerned service provider.

4.15 The User shall ensure that while using the Service/s, all Applicable Law directly or indirectly relating to the use of systems, service or equipment shall at all times, be strictly complied with by the User and the Company shall not be liable in any manner whatsoever for default of any nature regarding the same, by the User.

- 4.16 In case a User is desirous of conducting a project site visit of the Listing he/it is interested in, it shall be the sole liability and duty of the Lister to arrange for such project site visits. The Company shall not be liable in any manner whatsoever, towards any liability and/or costs, arising out of such site visits including but not limited to non-fulfilment by the Lister in this regard. The Company expressly disclaims its responsibility in this regard for any loss, damages or injury (financial or otherwise) that may be caused to the User.
- 4.17 The Company has no intention of violating any intellectual property or ancillary rights. If there is any violation, it is requested that the same be promptly brought to our attention vide the process under 'Grievance Redressal Mechanism' on the Website.
- 4.18 The User acknowledges and agrees that the Company has absolute discretion to refuse and/or suspend and/or terminate and/or delete and/or amend any materials and/or information and/or content and/or any data and/or information and/or posting so as to comply with the Applicable Law and/or moral obligations as placed on the Company and in order to avoid infringing any Person's rights. The User agrees that the decision of the Company shall be final and binding on the User in this regard and that the decision of the Company shall not be questioned/challenged by either the User.
- 4.19 The Company is not involved in any transaction between any parties who are using the Website. There are risks, which the User assumes when dealing with people who might be acting under false pretences. The User discharges the Company from any claims in this regard for any loss that may be caused to the User. The Website is a venue only and does not screen and/or censor and/or otherwise control the Listing offered to User/s, nor does the Company screen and/or censor and/or otherwise control the User/s. The Company cannot and does not control the behaviour of other User/s on this Website. Views expressed by the Users are their own, the Company does not endorse the same and shall not be responsible for them. The Company cannot control whether or not the User/s will complete the transactions they describe on the Website. It is extremely important that the User undertakes utmost care and diligence throughout his/its dealings with any Person and/or Lister on this Website. The Company does not accept and/or assume responsibility for the content and/or context of any material/content/information that may be posted by the User by way of a comment or otherwise.
- 4.20 If there is any dispute between the User/s *inter se* or the User and the Lister, it is agreed upon by the User/s that the Company has no obligation whatsoever to be involved in any such dispute/s. The User hereby undertakes not to make any claims and/or demands and/or damages (actual and/or consequential) of any kind and/or nature and/or known and/or unknown and/or suspected and/or unsuspected and/or disclosed and/or undisclosed, arising out of and/or in any way related to such disputes and/or any Service against the

Company and/or their officers and/or employees and/or agents and/or successors.

- 4.21 In no case shall the Company, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, equity or otherwise, arising from the access/ use of the Website or any Service, or for any other claim related in any way to access/ use of the Website or any Service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content posted, transmitted, or otherwise made available via the Service.
- 4.22 No information contained on the Website shall constitute an invitation or an offer to invest in the Company or any of its affiliates or the Lister or any other Person. The Website is controlled and operated from India and the Company makes no representation that the materials are appropriate or will be available for use in other parts of the world. If the User accesses/uses the Website from outside India, the User will be entirely responsible for compliance with all applicable local laws as well as international conventions and treaties.
- 4.23 Occasionally there may be information on the Website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. The Company reserves the right to correct any errors, inaccuracies or omissions, and to change or update information if any information in the Service or Website, is inaccurate at any time without prior notice.
- 4.24 The Company however undertakes no obligation to update, amend or clarify information in the Service or Website, including without limitation, pricing information, except as required by the Applicable Law. No specified update or refresh date applied in the Service or on the Website, should be taken to indicate that all information in the Service or on Website has been modified or updated to that date.
- 4.25 It is clarified that there is no agency and/or partnership and/or joint venture and/or employee-employer and/or franchiser-franchisee relationship between the Company and User and/or Lister or any Person accessing/using the Website or any Service.
- 4.26 The Lister is expressly required to indicate property area in the Listing in standard unit of measurement as per Legal Metrology Act, 2009 i.e. base unit of length shall be meter. The Company shall not be liable for any violation of Legal Metrology Act, 2009 or any other Applicable Law by any Lister.
- 4.27 Lister are required to comply with rules, regulations and guidelines of RERA, and obtain necessary registration under RERA. It is mandatory for Lister to disclose on the Website, all material and requisite and correct information as

required under RERA. The Company does not guarantee that the Lister has registered under RERA or is compliant with the same. The User must conduct its independent assessment and due diligence to ensure that the Listing and the Lister are fully compliant with RERA. In no event, will the Company be liable for the Lister's failure to comply with RERA.

4.28 It is recommended and advised to refer to respective RERA website to confirm the correctness of the RERA certificate number and to obtain complete information with respect to the Listing before making any decisions, commercial or otherwise on the Listing.

4.29 The content of other websites, services, goods or advertisements that may be linked to the Website is not maintained or controlled by the Company. The Company therefore is not responsible for the availability, content or accuracy or privacy practices of other websites, services or goods that may be linked to, or advertised on, the Website. The Company provides these hyperlinks to the User for convenience only and the inclusion of any hyperlink does not imply any endorsement of the linked website by the Company. The User may refer to any such website from the Website but the same will be entirely at his/her own risk without any recourse to the Company. Further the Company neither warrants that any of the websites linked to the Website are free of any operational hazards or error nor that it will be free of any virus and/or worm and/or any other harmful components. The Company accepts no liability for any damage or loss, however caused, in connection with the use of or reliance on any information, material, products or services contained on the Website or accessed through any linked website on the Website.

4.30 The Website may also contain third party advertisements which contain embedded hyperlinks to websites operated by third parties. All third party advertising is paid for by the relevant third party advertiser, which the User can accept by linking to the third party advertisers, however the same and are not recommendations or endorsements by the Company. The third party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services that the User may agree to purchase from the third party website.

## **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 All Intellectual Property Rights relating to the Website and/or to the Listing, User Account, any content and/or any information otherwise made available to the User on the Website is and shall remain the sole and exclusive property of the Company absolutely. The Lister shall not have any title to, licence in or right to the Intellectual Property Rights other than for the sole purpose of using /accessing the Website and availing a Service/s in compliance with the Terms of Use and for no other purpose or for any Person's benefit.

- 5.2 All software used on the Website is the property of the Company, its affiliates or its software suppliers and is protected under the Copyright Act, 1957 as may be amended from time to time and any illegal use of the same by any User shall make such User liable for infringement and other proceedings under the Copyright Act, 1957.
- 5.3 The User shall not extract/ or re-utilise any part of the contents of the Website without the Company's express written consent. In particular, the User shall not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any part of the Website, without the Company's express written consent. The User shall also not create and/ or publish his/her own database that features any part of the Website without the Company's express written consent.

## **6. LIMITATION OF LIABILITY**

- 6.1 The User agrees that neither the Company nor any of its group companies, directors, officers or employee shall be liable for any direct and/or indirect and/or incidental and/or special and/or consequential and/or exemplary damages, resulting from the use and/or the inability to use the Service and/or data and/or information and/or Service purchased and/or obtained and/or messages received and/or transactions entered into through and/or from the Service and/or resulting from unauthorized access to and/or alteration of User's transmissions and/or data and/or arising from any other matter relating to the Service, including but not limited to, damages for loss of profits and/or use and/or data or other intangible. The User further agrees that the Company shall not be liable for any damages arising from interruption, suspension or termination of service, including but not limited to direct and/or indirect and/or incidental and/or special and/or consequential and/or exemplary damages, whether such interruption and/or suspension and/or termination was justified or not, negligent or intentional, inadvertent or advertent. The User agrees that Company shall not be responsible or liable to the User, or anyone, for the statements or conduct of any Person. In the event the Company is made liable for any action whatsoever by any Court of Law then the Company's total liability to the User for all damages and/or losses and/or causes of action shall not exceed the amount paid by the User to Company, if any, that is related to the cause of action.
- 6.2 The Company takes no responsibility/liability whatsoever for non-fulfilment of the Service/s or any part thereof on the Website or any other related site due to or arising out of technical failure and/or malfunctioning and/or otherwise and the User hereby undertakes that in such situation/s, the User shall not claim any right/damages/ relief, etc. against the Company for "Deficiency of service" under The Consumer Protection Act, 1986 or any other Act/Rules.

- 6.3 Company shall not be liable for any and all costs, charges, expenses, of any nature whatsoever incurred in relation to the downloading fees by third party, airtime, ISP connection costs, of which are to be borne by the User personally.
- 6.4 Company shall not be responsible for any malfunctioning, non-functioning of the mobile phone or any other application, and or any damage, loss, either direct or indirect arising out of use of the Website on the User's mobile phone.

## **7. VARIATION/AMENDMENT/MODIFICATION OF TERMS OF USE**

- 7.1 The Company reserves its right to vary, amend, modify these Terms of Use at any time without any notice to the User. The varied, amended or modified Terms of Use, as the case may be, will be updated/posted on the Website. Any such variation/amendment/modification to the Terms of Use shall be effective immediately upon posting on the Website. The User should visit the site periodically to review the latest Terms of Use. User's use/access of Website and/or any Service constitutes a deemed acceptance of the Terms of Use as on the date of such use/access.

## **8. BREACH OF TERMS OF USE**

- 8.1 If the User is in breach of any of the Terms of Use, the Company, in its sole discretion, may pursue any of its legal remedies, including but not limited to the immediate deletion of any offending material from the Website, and/or indefinite suspension and/or termination of the User Account, and/or the exclusion of the User who may have violated the Terms of Use from the Website.
- 8.2 The Company may delete the User Account at any point of time, without prior notice to the User and without assigning any reason/s whatsoever if, in the opinion of the Company, the User has breached any of the Terms of Use and/or if, in the opinion of the Company and/or any regulatory authority, it is not in public interest to continue providing the access/use of the Website or any Service to the User for any reason and/or if the User is declared a bankrupt and/or the User enters into any compromise or arrangement with any of its creditors or an order of moratorium has been passed against the User by any authority.
- 8.3 The Company can also pursue any User who may be in breach of the Terms of Use under the Applicable Law for the time being in force in India.
- 8.4 The Company will co-operate with any investigation by any Central and/or State and/or local body and/or any court and/or tribunal having the jurisdiction to carry out the same. Such co-operation may extend to divulging such information/material/content that may be in the Company's possession including but not limited to User Account information, without notice to the User.

8.5 The Company may take any action that it believes to be prudent or necessary to minimize and/or eliminate its potential liability, including but not limited to, the release of User Account information without being liable to the User. The Company reserves the right to refuse Service to the User at any time, and/or to remove any Listings and/or any advertisements for any reason, and without notice.

## 9. INDEMNITY

9.1 The User shall indemnify and hold harmless the Company, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or action, including reasonable attorney's fees, made by any Person or penalty arising out of the use/access of the Website or breach of these Terms of Use, or violation of any Applicable Law or the rights of a Person.

9.2 The Company will not be party to any legal proceedings between any Person/s contracted through the Service/s offered by the Company. In case the Company is sought to be implicated in any legal proceedings, costs will be recovered from the Person that names the Company as a party to such proceedings. The cost to implead the Company will include all costs which the Company deems fit and the same will not be questioned on any account whatsoever.

9.3 The User hereby expressly releases the Company and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the Lister and specifically waives any claims or demands that the User may have in this behalf under any Applicable Law, contract or otherwise.

## 10. PRIVACY POLICY

10.1 The Website respects the privacy of its Users and is committed to its protection. [Click here to read the Privacy Policy of the Website.](#)<sup>[F11]</sup><sub>[DS2]</sub><sup>[L & Co.3]</sup><sub>[AS4]</sub><sup>[L & Co.5]</sup>

## 11. USER ACCOUNT INFORMATION

11.1 The User hereby agrees and irrevocably authorizes that the Company has the right to:

- A. Use and save for the Company's own purpose, any data and/or information supplied by the User, and/or commercially exploit and/ or pass on such information to any Company's associated companies or to such third party as the Company may at its sole discretion to deem fit;
- B. Retain all data and/or information supplied by the User while using the Service to remain on the Website for the exclusive use of the Company, notwithstanding any suspension/termination of the Service or User Account. Unless specifically put down in writing to the contrary, following the

termination or suspension of the Service to the User and/or termination or suspension of the User Account, the Company shall be at liberty to use all such data and/or information entered by the User on the Website as the Company may deem fit; and

- C. By entering a mobile number on the Website while registering for an account or receiving alerts or for contacting a Lister, the User gives his/her consent to the Company, its affiliates, its partners, its vendors, its sub-partners, its sub-vendors and to such other person as the Company deems fit to send alerts, contact details, promotional SMS and promotional calls to the mobile number entered by the User, irrespective of whether the same is on the DNC list or any other or similar database.

## **12. SECURITY**

- 12.1 Transactions on the Website are secure and protected. Any information entered by the User when transacting on the Website is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by the Company/Website in any manner. This information is supplied by the User directly to the relevant payment gateway which is authorized to handle the information provided.
- 12.2 To protect the secrecy of User identification and/or password, the User shall take all such measures as may be necessary (including but not limiting to changing his password from time to time) and shall not reveal the password to any Person.
- 12.3 Since a User identification is necessary to access the Service; the User shall use only his own User identification. In the event of theft and/or loss of User identification and/or password and/or security word, the User shall notify the Company immediately via telephone and concurrently provide the Company with a written notice to the same effect. The Company shall not be liable for the use of the Service/s by any Person until such theft or loss is notified to the Company.
- 12.4 The User shall not use any software to automatically download and/or extract either a complete and/or partial Listing from the Website database without prior written consent from the Company.

## **13. MAINTENANCE**

- 13.1 The Company may at its sole discretion and without assigning any reason whatsoever at any time deactivate and/or suspend the Service/s (as the case may be) without notice to carry out system maintenance and/or upgrading and/or testing and/or repairs and/or other related work and/or the User's access to the Website. Without prejudice to any other provisions of the Terms of Use, the Company shall not be liable for any loss and/or damage and/or



costs and/or expense that the User may suffer or incur, and no fees and/or charges payable by the User to the Company shall be refunded or rebated, as a result of such deactivation and/or suspension.

#### **14. DISPUTE RESOLUTION**

- 14.1 In case of any complaints, disputes, or infringement of any rights of the User arising out of use of the Website and/or Service, or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any Terms of Use, the User may invoke the Grievance Redressal Mechanism in Clause 20 herein. Should the User be dissatisfied with the outcome or any remedy provided by the Company pursuant to Grievance Redressal, the User may endeavour to settle the dispute with the Company by way of negotiation or mediation for amicable resolution of the dispute. If the dispute is not resolved amicably through negotiation or mediation within a period of \_\_\_ days from the date of commencement of such negotiation or mediation, as the case may be, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party appointed by both parties mutually, within a period of one (1) month from the date of receipt of notice invoking arbitration. Decision of the Sole Arbitrator shall be final and binding on both the parties to the dispute. The seat of arbitration shall be \_\_\_\_\_. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The User and the Company hereby agree that the fees payable to the Arbitrator shall be in accordance with the Fourth Schedule to the Arbitration and Conciliation Act, 1996, as may be amended from time to time.

#### **15. GOVERNING LAW AND JURISDICTION**

- 15.1 By accessing the Website, the User agrees that the laws prevailing in India shall be the governing laws in all matters relating to the Website as well as these Terms of Use. Courts at \_\_\_\_\_, India alone shall have the exclusive jurisdiction in all matters relating to the Website and these Terms of Use, irrespective of the territory where the Website was accessed or the territory in which the Website can be accessed.

#### **16. SEVERABILITY**

- 16.1 These Terms of Use between the User and the Company govern the use of the Website. If any provision of these Terms of Use or part thereof is inconsistent with or is held to be invalid/void by or under any law, rule, order or regulation of any Government or by the final adjudication of any court, such inconsistency or invalidity shall not affect the enforceability of any other provision of these Terms of Use.

## 17. WAIVER

- 17.1 The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

## 18. DURATION

- 18.1 These Terms of Use shall continue to form a valid and binding contract between the User and the Company and shall continue to be in full force and effect until the User continues to access and use the Website.

## 19. GREIVANCE REDRESSAL MECHANISM

- 19.1 If any User believes that his/its rights are being infringed, the User may fill out and submit a notice explaining the infringement of the User's rights to the Company ("**Notice**").
- 19.2 Upon receipt of the Notice, the Company may take certain actions which it deems fit to redress the complaint in the Notice, including removing information or an item, all of which will be done without any admission of the Company as to the liability and without prejudice to Company's rights, remedies or defences, all of which are expressly reserved. Furthermore, on submitting the Notice, the User grants to the Company the right to forward the Notice to the parties involved in the provision of the allegedly infringing content. If any claim is made against a Company by any person then the User agrees to indemnify the Company against all claims brought by such person against the Company arising out of or in connection with the Notice.
- 19.3 Important Warning:  
For customer grievance the customer may raise complaint in writing or electronically i.e. by email to [customersupport@lichousing.com](mailto:customersupport@lichousing.com).
- 19.4 The complainant will be required to provide the following information in the Notice:
- (a) A physical or electronic signature of a person authorized to act on behalf of the complainant.
  - (b) Identification of the violation of Terms of Use or infringement of any rights of a Person.
  - (c) Identification of the material on the Website that is claimed to be violative of any Terms of Use or infringing or to be the subject of infringing activity.
  - (d) The address, telephone number and e-mail address of the complainant.

(e) A statement, that the information in the Notice is accurate, and that the complainant is authorized to act on behalf of the owner of the right that is allegedly infringed.

(f) An undertaking and indemnity that if on investigation the Company comes to the conclusion that the contents of the Notice were incorrect or that the same was sent with malafide intentions or with ulterior motives, the person sending the notice agrees and undertakes that he /it will be liable to the Company in such manner as the Company deems fit, including cost to be paid to Company.

(g) A statement by the complainant that "I understand that giving false, misleading or inaccurate information in the Notice to the Company may result in civil and/or criminal liability and I confirm and undertake to indemnify the Company for any consequences that may arise out of such false, misleading or inaccurate information in the Notice".

## **20. ACCEPTANCE OF TERMS OF USE**

20.1 By completing the registration process and/or checking the "I have read and accept the Terms of Use" box, the User has indicated and confirmed their acceptance to all the Terms of Use and to be bound by all of the Terms of Use of the Company as appearing hereinabove.