

# TERMS AND CONDITIONS

This Agreement was last revised on January 08<sup>th</sup>, 2022.

## I. INTRODUCTION

[www.ghardukaan.com](http://www.ghardukaan.com) (“website”) owned and managed by **PASSION TECHNOLOGIES** (“we,” “us,” or “our”) welcomes you.

We offer you access to our services through our “website” a (defined below) subject to the following Terms of this agreement, which may be updated by us from time to time with or without notice to you. By accessing and using this Website, you acknowledge that you have read, understood and agree to be lawfully bound by these Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). In case you do not agree with any of these terms, then please do not use the Website.

## II. DEFINITIONS

- **“Agreement”** refers to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;
- **“User”, “You” and “your”** refers to the person who is accessing for taking any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website;
- **“Member”** refers to the user who is interested to publish, offer, search for, and book their property for buy or rental by using the services of the website;
- **“Advertiser”** refers to the member registered with the website as homeowners, property managers, and real estate agent accessing the website for publishing or listing their space/property on the website;
- **“Customer”** refers to the Member registered with the website for searching and booking (for buy or rental) property available on the website;
- **“We”, “us”, “our”** are references to **PASSION TECHNOLOGIES**;
- **“Website”** shall mean and include "<https://www.ghardukaan.com>, and any successor Website or any of its affiliates;
- **“User Account”** shall mean an electronic account opened for the user for availing various services offered on the website;

## III. INTERPRETATION

- All references to the singular include the plural and vice versa and the word "includes" should be construed as "without limitation".
- Words importing any gender shall include all the other genders.

- Reference to any statute, ordinance, or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments, or replacements for the time being in force.
- All headings, bold typing, and italics (if any) have been inserted for convenience of reference only and do not define limit, or affect the meaning or interpretation of the terms of this Agreement.

## IV. INTRODUCTION AND SCOPE

- **Scope.** These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their terms of service.
- **Eligibility:** Certain Service of the Website is not available to minors under the age of 18 or to any users suspended or removed from the system by us for any reason.
- **Electronic Communication:** When you use this Website or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply communications from us electronically in the same format and you can keep copies of these communications for your records.

## V. SERVICES

At ghardukaan.com, we offer you a marketplace where Advertisers can list their property and customer can search the properties for buy or leasing purposes. The Customer can submit a buying/leasing request to the platform, and we will pass those request to the registered agents or homeowners, (will be displayed in their dashboard) including the contact info of the user.

## VI. MODIFICATIONS TO THE SERVICE

We reserve the right, at our discretion, to change, modify, add to, or remove portions of the Terms (collectively, “**Changes**”), at any time. We may notify you of changes by posting a revised version of the Terms incorporating the changes to our Website. Your continued use of the Site following the posting of changes will mean that you accept and agree to the Changes.

## VII. ACCOUNT

For accessing the website and using certain resources, you may be required to provide specific information and to create a user ID and password to establish an account.

When you create an account, we collect registration-related information such as name, address, e-mail, and phone number. Once you submit the required registration information, we alone will determine whether or not to approve your proposed account. If approved, you will be sent an e-mail detailing how to complete your registration.

You accept that the details you provide about establishing an account are correct and that you will keep your details up-to-date. You are responsible for the security of all of your user names, passwords, and registration information (such as unique account identifiers or historical billing information), and you are solely responsible for any use (authorized or not) of your accounts. You agree to notify us immediately about any unauthorized activity regarding any of your accounts or other breaches of security. We may at our discretion suspend or terminate any of your user names and passwords at any time with or without notice.

## **VIII. ABOUT OUR SERVICE**

We act as an aggregator and provide you a platform where property advertiser and customer can list and search property that have been designed to save your time and money. We strive to provide you with the information you need to make an informed choice on which property best suits your needs.

We accept no responsibility for any loss, damage, or death that happens during and after the service. User shall indemnify us for all claims and liabilities arising out due to use of the website by the user, including costs and expenses incurred.

## **IX. SCAMMING, SPAMMING, OR MISLEADING USERS**

We believe **Passion Technologies** should stay a clean place and we work hard to make it reliable and useful to both, Buyer and Seller. Therefore we do not tolerate any illegal activities, scams, spam, or trying to mislead other users to gain an advantage, get free work, or ask others to perform actions that are not legal. We monitor many things in the backend and as soon as we notice strange behavior, we put such accounts on hold and contact the owner. In cases where we are 100% a user has tried to perform an illegal activity, we will immediately terminate such an account.

## **X. USER CONTENT**

## **A. Content Responsibility.**

The website permits you to submit content, feedback, etc. but you are solely responsible for the content submitted by you. You represent that you have required permission to use the content.

When submitting content to the website, please do not submit content that:

- contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature;
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;
- violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance;
- uses or attempts to use another's account, password, service, or system except as expressly permitted by the Terms of use uploads or transmits viruses or other harmful, disruptive, or destructive files;
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects.

Any such submitted content will be refused by us. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.

**B. Advertising: PASSION TECHNOLOGIES** and its licensees may publicly display advertisements, paid content and other information nearby or in association with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode, and extent of such advertising are subject to change without specific notice to you.

## **XI. PAID SUBSCRIPTION**

- All the payments for any service available on the website shall be governed by our terms and conditions.
- For availing of our services on a subscription basis, the user has to subscribe to the appropriate Subscription Plan according to his requirements. You will be liable to pay us based on the Subscription Plan chosen. You may enhance the number of

authorized users under the plan at any time during the term of your subscription after the payment of necessary fees for additional Authorized Users.

- While providing your details you must be careful and warrant that the information provided is true and accurate.
- Payment mode shall be:
  - i. Online: Credit/Debit Cards, Netbanking, and other Means as might be available
  - ii. Offline: Through Cash or Bank as might seem proper to us.
- When you purchase a Subscription Plan, you expressly authorize us (or our thirdparty payment processor) to charge you for the term of your Subscription each time your payment is due under your Subscription Plan.
- We may ask you to supply additional information relevant to your Transaction, including your credit card number (or other payment information), the expiration date of your credit card, and your email and postal addresses for billing and notification (such information, “Payment Information”).
- You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information.
- When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges).
- You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information).
- **Subscriptions:** If you purchase a Subscription, you will be charged the monthly or annual (as applicable) Subscription fee, plus any applicable taxes, and other charges (“Subscription Fee”), at the beginning of your subscription and each month or year (as applicable) thereafter, at the then-current Subscription Fee. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each month or year on the anniversary of the commencement of your Subscription, using the Payment Information you have provided until you cancel your subscription. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations before cancellation of your Subscription by you or us.
- The refund shall be allowed as per our refund policy.

- We are happy to support you if there is any issue you can contact our back-office team for any inquiry or problem.
- We take customer feedback very seriously and use it to constantly improve our products and quality of service.

## **XII. GENERAL CONDITIONS**

- We do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us.
- We make material changes to these terms and conditions from time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
- The website is licensed to you on a limited, non-exclusive, non-transferable, nonsublicensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they apply to the Service.
- We shall have no liability to you for any failure to deliver Services you have ordered or any delay in doing so if caused by any event or circumstances beyond our reasonable control including, without limitation, adverse weather, pandemics, strikes, lockouts, and other industrial disputes, breakdown or systems or network access, flood, fire, explosion or accident.
- Passion Technologies is not to be responsible for any info on the website but we reserve the right to take any post down if proven to be illegal in any way.

## **XIII. LIMITED GUARANTEE**

By this Website:

- We provide an opportunity for you to avail of the offered services from our Website.
- We do not provide any warranty or guarantee that the service descriptions are accurate, complete, reliable, current, or error-free. If a Services offered by the Website is not as described, your sole remedy is to intimate us about Services for taking further action.

## **XIV. GEOGRAPHIC RESTRICTION**

We reserve the right, but not the obligation, to limit the usage or supply of any service to any person, geographic region, or jurisdiction. We may use this right as per the necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Service made on this Website is invalid where banned.

## **XV. USER RESPONSIBILITIES**

- You shall use the Service and Website for a lawful purpose and comply with all the applicable laws while using the Website;
- You shall not use or access the Website for collecting any market research for some competing business;
- You shall not misrepresent or impersonate any person or entity for any false or illegal purpose;
- You will not use any device, scraper, or any automated thing to access the Website for any means without taking permission.
- You will inform us about anything that is inappropriate or you can inform us if you find something illegal;
- You will not interfere with or try to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or try to gain access to any data, files, or passwords connected to the Website through hacking, password or data mining, or any other means;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Website;
- You will let us know about the unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.
- You agree to comply with all applicable domestic laws, statutes, ordinances, and regulations regarding your use of our Website. We reserve the right to investigate complaints or reported violations of our Terms and to take any action we deem appropriate, including but not limited to canceling your user account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties

We reserve the right, in our sole and absolute discretion, to deny you access to the Website or any service, or any portion of the Website or service, without notice, and to remove any content.

## **XVI. USER'S OBLIGATIONS**

- User takes full responsibility for all information that they provide on the [www.ghardukaan.com](http://www.ghardukaan.com) Website and must indemnify **PASSION TECHNOLOGIES** about any liability incurred by **PASSION TECHNOLOGIES** as a result of such information.
- All information provided by a User on the [www.ghardukaan.com](http://www.ghardukaan.com) Website must be accurate and kept up-to-date. This includes the correct name, address, telephone

number, and property details. Details entered by the User on the [www.ghardukaan.com](http://www.ghardukaan.com) Website will be publicly visible and may appear in search engine results.

- Use of the [www.ghardukaan.com](http://www.ghardukaan.com) Website is entirely at a user's own risk. A user must exercise complete caution when using the [www.ghardukaan.com](http://www.ghardukaan.com) Website.
- Advertisement for the listing of any property or service, no listing shall be made for the property/service which is prohibited or restricted by applicable law, including without limitation such product/service, the listing of which is prohibited or regulated by enforceable/local laws;

## **XVII. LISTING POLICY**

- All advertisements are in a specific format and will not change unless agreed upon.
- We will not be held liable for any outcome from an advertisement listed.
- We will not communicate on any user's behalf.
- The advertisement will remain on the site for the agreed-upon duration.
- We reserved the right to remove any ad at our discretion.
- We will not be held liable for the information advertised with the product/service that has been given to us by the user.
- The advertisement does not contain anything that is ambiguous or misleading or likely to deceive or mislead or that is defamatory or indecent or which otherwise offends the ethical and moral standards of society. Further, the advertisement does not infringes a copyright, trademark, or otherwise infringes any intellectual property rights; that breaches any provision of any statute, regulation, bye-law or any other rule or law, as may be applicable in force from time to time;
- The publication of the advertisement will not give rise to any claim or action against [www.ghardukaan.com](http://www.ghardukaan.com) or any of its employees, directors, representatives, etc.
- Advertisements must comply with:-
  - ♣ Local, State, and National laws, Rules, Regulations, Guidelines, policies, as may be applicable, from time to time.
- We reserve the right to reject any advertisement after acceptance of the release order/material. We do not accept any responsibility for advertisements missed or rejected after acceptance of release orders/ materials.
- The decision of the [www.ghardukaan.com](http://www.ghardukaan.com) will be final in all matters.

## **XVIII. EXCLUSION OF LIABILITY**



We accept no responsibility for delays/errors due to circumstances outside of our ruling (Force Majeure). These circumstances can be, for example, labor conflict, fire, war, government decisions, reduced or non-delivery from the other user. We shall not be liable for the behavior of the users. And we are also not accountable for the quality of the services provided by the Relationship manager on the website.

You understand and agree that we (a) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (b) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of **www.ghardukaan.com** Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall **PASSION TECHNOLOGIES**, nor its owners, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; and (iii) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage.

## **XIX. NO RESPONSIBILITY**

We are not responsible to you for:

- any losses you suffer because the information you put into our website is inaccurate or incomplete; or
- any losses you suffer because you cannot use our website at any time; or
- any errors in or omissions from our website; or
- any unauthorized access or loss of personal information that is beyond our control.

## **XX. SPAM POLICY**

You are strictly prohibited from using the Website or any of our's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

## **XXI. THIRD-PARTY LINKS**

The Website may comprise links to external or third-party Websites (“External Sites”). These links are provided exclusively as ease to you and not as an authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate with the site administrator for those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measures when you are downloading files from all these Websites to safeguards your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

## **XXII. PERSONAL INFORMATION AND PRIVACY POLICY**

By accessing or using this Website, you approve us to use, store, or otherwise process your personal information as per our Privacy Policy.

## **XXIII. ERRORS, INACCURACIES, AND OMISSIONS**

Every effort has been taken to ensure that the information offered on this Website is accurate and error-free. We apologize for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Website will be error-free or fit for purpose, timely, that defects will be amended, or that the site or the server that makes it available are free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

## **XXIV. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

The website and the service are provided on an “as is” and “as available” basis without any warranties of any kind, including that the website will operate errorfree or that the website, its servers, or its content or service are free of computer viruses or similar contamination or destructive features.

We disclaim all licenses or warranties, including, but not limited to, licenses or warranties of title, non-violation of third parties rights, and fitness for a particular

purpose, and any warranties arising from a matter of dealing, course of performance, or usage of trade. In relation with any warranty, contract, or common law tort claims: (i) we shall not be liable for any unintended, incidental, or substantial damages, lost profits, or damages resulting from lost data or business stoppage resulting from the use or inability to access and use the website or the content, even if we have been recommended of the possibility of such damages. The website may comprise technical incorrectness or typographical errors or omissions. Unless required by applicable laws, we are not accountable for any such typographical, technical, or pricing errors recorded on the website. The website may contain information on certain services, not all of which are available in every location. A reference to a service on the websites does not suggest that such service is or will be accessible in your location. We reserve the right to do changes, corrections, and/or improvements to the website at any time without notice.

## **XXV. COPYRIGHT AND TRADEMARK**

The Website contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the “Content”). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no rights in or to the Content, and you will not take the Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not transfer, provide license or sub-license, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other Website or in a networked computer environment for any purpose is expressly prohibited. If you infringe any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content, our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other product and service names located on the Website may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with us, the “Trademarks”). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for every instance.

## **XXVI. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Content or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **XXVII. MISCELLANEOUS SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

## **TERMINATION**

**Term.** The Services will be provided to you can be canceled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

**Effect of Termination.** Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter contained in this Agreement.

## **DISPUTE RESOLUTION**

If a dispute arises between you and website [www.ghardukaan.com](http://www.ghardukaan.com), our goal is to resolve such a dispute quickly and cost-effectively. Accordingly, you and mobile application agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or the website and mobile application Services (a "Claim") in accordance with this section entitled "Dispute Resolution." Before resorting to these alternatives, you agree to first contact us directly to seek dispute assistance by going to Customer Service.

## **ARBITRATION OPTION**

For any claim arising between you and [www.ghardukaan.com](http://www.ghardukaan.com) (excluding claims for injunctive or other equitable relief), the party requesting relief may elect to resolve the dispute cost-effectively through binding non-appearancebased arbitration. A party electing arbitration must initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online, and/or be solely based on written submissions, the specific manner will be chosen by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, and (c) if an arbitrator renders an award the party receiving the award may enter any judgment on the award in any court of competent jurisdiction.

## **GOVERNING LAW AND JUDICIAL RECOURSE**

The terms herein will be governed by and construed under the law of India and the State of Maharashtra without giving effect to any principles of conflicts of law. The Courts of the State of Maharashtra shall have exclusive jurisdiction over any dispute arising from the use of the Website.

## **FORCE MAJEURE**

We will have no liability to you, your users, or any third party for any failure us to perform its obligations under these Terms if such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

## **ASSIGNMENT**

We shall have the right to assign/transfer this agreement to any third party including our holding, subsidiaries, affiliates, associates, and group companies, without any consent of the User.

## **CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at **[info@ghardukaan.com](mailto:info@ghardukaan.com)**.