

## **Terms and Conditions & Privacy Policy for Propmatrix Platforms Private Limited**

By accessing or using the services provided by Propmatrix Platforms Private Limited ("Company," "we," "us," or "our"), you agree to be bound by these Terms and Conditions ("Terms"). Please read these Terms carefully before using our platform.

### **1. Acceptance of Terms**

By using our platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy and Disclaimer. If you do not agree to these Terms, you must not use our services.

### **2. Description of Services**

Propmatrix Platforms Private Limited provides an online platform for real estate management, facilitating interactions between property owners, property managers, tenants and other users. Our platform also serves as a repository and/or depository for real estate assets, offering management services for users and subscribers.

The digital platform provides management of rental properties, facilitating creation of digital properties, manage booking of tenants, record data of tenants and property owners, manage allied tasks such as maintenance, leads, vendors, etc., record data related of the same and process the data for giving insightful reports and graphs, etc.

### **3. User Registration and Account Security**

- 3.1. To access certain features of our platform, you may be required to register for an account.
- 3.2. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
- 3.3. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account.
- 3.4. You agree to accept responsibility for all activities that occur under your account or password.

### **4. User Conduct and Responsibilities**

- 4.1. You agree to use our platform only for lawful purposes and in accordance with these Terms.
- 4.2. You shall not:
  - a) Use the platform in any way that violates any applicable local, state, national, or international law or regulation.
  - b) Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.

- c) Transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
- d) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the platform or any server, computer network, or database connected to the platform.

4.3. You are solely responsible for all your activities and content on our platform.

## **5. Intellectual Property Rights**

- 5.1. The platform and its entire contents, features, and functionality are owned by the Company and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 5.2. You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the platform for your personal, non-commercial use.

## **6. User-Generated Content**

- 6.1. By submitting, posting, or displaying content on our platform, you grant us a worldwide, non-exclusive, royalty-free and irrevocable right / license to use, reproduce, adapt, publish, translate, and distribute such content.
- 6.2. You represent and warrant that you own or have the necessary rights to all content you submit and that such content does not violate any third-party rights.

## **7. Limitation of Liability**

- 7.1. To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from:
  - a) Your access to or use of or inability to access or use the platform.
  - b) Any conduct or content of any third party on the platform.
  - c) Any content obtained from the platform.
  - d) Unauthorized access, use, or alteration of your transmissions or content.
- 7.2. In no event shall the Company's total liability to you for all claims arising out of or relating to the use of our platform exceed the amount paid by you, if any, for accessing our platform during the 12 months immediately preceding the date of the claim.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the platform using your account.

## **9. Disclaimer of Warranties**

- 9.1. The platform is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied.
- 9.2. The Company does not warrant that the platform will be uninterrupted or error-free, that defects will be corrected, or that the platform or the server that makes it available are free of viruses or other harmful components.
- 9.3. The Company does not warrant or make any representations regarding the use or the results of the use of the platform in terms of its correctness, accuracy, reliability, or otherwise.

## **10. Privacy Policy**

### **10.1. Collection of Information:**

We collect personal information that you provide directly to us, such as your name, email address, phone number, and other details you submit when using our platform. We also collect information automatically when you use our services, including IP address, browser type, and usage data.

### **10.2. Use of Information:**

We use the collected information to provide, maintain, and improve our services, to communicate with you, and to comply with legal obligations.

### **10.3. Sharing of Information:**

We may share your information with third-party service providers who perform services on our behalf, or as required by law. By engaging with us we deem your irrevocable consent in favour of Propmatrix Platforms Private Limited for sharing your information.

### **10.4. Data Security:**

We implement reasonable security measures to protect your personal information from unauthorized access, alteration, disclosure, or destruction.

### **10.5. Your Rights:**

You have the right to access, correct, or delete your personal information.

## **11. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts in Pune, Maharashtra, India.

## **12. Dispute Resolution and Arbitration**

- 12.1. Informal Resolution: In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their

mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

- 12.2. Binding Arbitration: If the parties do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the Arbitration and Conciliation Act, 1996 of India.
- 12.3. Arbitration Proceedings: The arbitration shall be conducted in Pune, Maharashtra, India, in the English language. The arbitration shall be conducted by a sole arbitrator appointed by Propmatrix Platforms Private Limited and the place of Arbitration shall be Pune. If there is any dispute on the appointment of the arbitrator within 30 days, the appointment shall be made by the High Court of Bombay.
- 12.4. Award: The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- 12.5. Costs: Each party shall bear its own costs of arbitration, including attorney's fees, unless the arbitrator decides otherwise.
- 12.6. Exceptions: Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

### **13. Modifications to Terms**

We reserve the right to modify these Terms at any time. We will notify you of any changes by posting the new Terms as and when amended. Your continued use of the platform after any such changes constitutes your acceptance of the new Terms.

### **14. Termination**

We may terminate or suspend your account and bar access to the platform immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever, including but not limited to a breach of the Terms.

### **15. Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

### **16. Entire Agreement**

These Terms, privacy policy and Disclaimer constitute the entire agreement between you and Propmatrix Platforms Private Limited regarding your use of the platform and supersede all prior agreements and understandings.

### **17. Notices**

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by the Company

- (i) via email (in each case to the address that you provide)
- or
- (ii) by posting to the platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

All notices to the Company should be sent to:

Propmatrix Platforms Private Limited  
Attn: Legal Department  
Office No. 401, 4th Floor, Achalare House,  
Baner, Pune,  
Maharashtra, India, 411045  
Email: rentcityindia@gmail.com

By using our platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, Privacy Policy, and Disclaimer.

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