



Date: 20th October 2020

TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE

By visiting the Website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly, you agree to use the website only for the purposes intended as permitted by:

- The terms and conditions for the use of the Website (“Terms of Use”)
- Applicable laws, regulations and generally accepted online practices or guidelines.

These terms of use constitute a legally binding agreement between you and the Company regarding your use of the Website and any services offered by the Company. Your use of the Website is governed by the following Terms of Use as applicable to the Company including the applicable policies which are incorporated herein by way of reference. These terms and conditions including the policies constitute your binding obligations, with the Company.

Terms and conditions for the use of the website:

• Acceptance of the Terms of Use

Use of the Website includes accessing, browsing, or registering to use the Website. By proceeding to the Website, you acknowledge to have read, understood, and accepted the terms of user agreement which shall constitute the entire binding agreement between you and the Company.

• Eligibility to use the Website

You hereby represent and warrant to the Company that you are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these Terms of Use. While individuals under the age of 18 may access 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 account. In order to access the Website, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Company Resources. You agree that any information you provide will always be accurate, correct, and up-to-date and will be governed by the Privacy Policy.

• Third party links and other resources in the Website

- Through this website you can link to other websites which are not under the control of the Company. We have no control over the nature, content, accuracy, and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Every effort is made to keep the Website up and running smoothly. You link to any such website entirely at your own risk. The Company takes no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond our control.

- The Company accepts no liability for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damage or loss, however caused, in connection with the use of or reliance on any information, material, products or services contained on or accessed through any linked website.

• Confidentiality

- You are responsible for maintaining the confidentiality of any login information associated with any account you use to access this Website. Accordingly, you are responsible for all activities that occur under your account/s.

- All information and data submitted by you shall become the property of the Company. However, all such information shall be kept strictly confidential and the Company.

- You have access to only your own data and information stored in the database of the Website (subject to prior confirmation of identity) and nothing more. You may edit or amend such data and information from time to time.

- All confidential information (including name, e-mail address etc.) voluntarily revealed by you, is done at the sole discretion and risk. If such information, collected by a third party is misused or results in unsolicited messages from such third parties, then such actions are beyond the control and liability of Company and the company accepts no responsibility or liability whatsoever for such actions.

• Unauthorized use and access of the Website

- Accessing (or attempting to access) the Website by any means other than through the means provided by the Company, is strictly prohibited and prosecutable. You specifically agree not to access (or attempt to access) the Website through any automated, unethical or unconventional means.

- Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.

- Attempting to copy, duplicate, reproduce, sell, trade, rent or resell the Website is strictly prohibited.

- You are solely responsible for any consequences, losses, or damages that the Company may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

- You agree to indemnify and hold harmless the Company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. The Company reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by the Company.

• Trademark Notice

All of the trademarks, service marks and logos displayed on this website (the "Trademark(s)") are registered and unregistered trademarks of the Company. Except as expressly stated in these terms and conditions, you may not reproduce, display or otherwise use any Trademark without first obtaining a written permission from the Company. You agree not to affect / interrupt or attempt to affect / interrupt the operation of this website in any way.

• Unsolicited Ideas

The Company welcomes your comments and feedback regarding the Website. All information and materials, including comments, ideas, questions, designs, and the like, submitted to the Company through the Website will be considered NON-CONFIDENTIAL and NON-PROPRIETARY. For this reason, the Company asks you not to send it any information or materials that you do not wish to assign to the Company, including any confidential information.

• Limitation of Liability

Your Use Of This Website Is At Your Sole Risk. Under No Circumstances, Shall The Company, Be Liable For Any Direct Or Indirect Losses Or Damages Arising Out Of Or In Connection With Your Use Of Or Inability To Use This Website Or Your Reliance On Any Information Provided On This Website. This Is A Comprehensive Limitation Of Liability That Applies To All Losses And Damages Of Any Kind Whatsoever, Whether Direct Or Indirect, General, Special, Incidental, Consequential, Exemplary Or Otherwise, Including Without Limitation, Loss Of Data, Revenue Or Profits.

You Further Agree That 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 Or/And Special Consequential Or/And Exemplary Damages, Whether Such Interruption Or/And Suspension Or/And Termination Was Justified Or Not, Negligent Or Intentional, Inadvertent Or Advertent.

User Agrees That Company Shall Not Be Responsible Or Liable To User, Or Anyone, For The Statements Or Conduct Of Any Third Party Of The Service. In Sum, In No Event Shall Company's Total Liability To You For All Damages Or/And Losses Or/And Causes Of Action Exceed The Amount Paid By You To Company, If Any, That Is Related To The Cause Of Action.

The Company Takes No Responsibility/Liability Whatsoever For Shortage Or Non-Fulfilment Of The Service/S On Company Or Any Other Related Site Due To Or Arising Out Of Technical Failure Or/And Malfunctioning Or/And Otherwise And You Hereby Undertake That In Such Situation/S, You Shall Not Claim Any Right/Damages/Relief, Etc. Against The Company For "Deficiency Of Service" Under The Consumer Protection Act Or Any Other Act/Rules, Etc.

Company Shall Not Be Liable For All Costs, Charges, Expenses, Etc. Incurred in Relation To The Downloading Fees By Third Party, Airtime, ISP Connection Costs, Etc., Of Which Are To Be Borne By You Personally.

Company Shall Not Be Responsible For Any Malfunctioning, Non-Functioning Of The Mobile Phone, Laptops, Computers, Or Any Other Device, And Or Any Damage, Loss, Either Direct Or Indirect Arising Out Of The Use Of Website.

• Privacy

Your privacy is important to us, which is why Company has created a separate Privacy Policy in order to explain in detail how its collects, manages, processes, secures, and stores your private information. The Privacy Policy is included under the scope of this Agreement.

• Use of information/data supplied

You hereby agree and irrevocably authorize that the Company has the right to:

- All copyright and/or know-how and/or any other related intellectual property rights of the Company including listings, details of users, and any information otherwise made available to user, shall become and remain the sole and exclusive property of the Company and the you shall have no claims to the same.

- In the event you have contributed any content to the Website in any manner whatsoever, all intellectual property rights to the same shall become the absolute property of the Company, including all intellectual property rights and you shall have no right or claim over the same, in any manner whatsoever.

- In the event that you during the term of this Agreement or any time thereafter, uses such intellectual property in any other website or related activity, the same shall be considered as an infringement of the intellectual property rights of the Company and the Company shall have the right to take recourse to whatever legal remedial action is required, in the given facts and circumstances, at you cost and peril.

- Retain all data or/and information supplied by you for the exclusive use of the Company in accordance with this Agreement. Anything contrary to the above, unless specifically put down in writing, all such data and information shall remain in the Company's property, records and databases as the exclusive property of the Company, for all times to come.

- By entering mobile number on the Website while registering for an account or receiving alerts, you give your consent to Company and its partners/vendors and sub-partners/sub-vendors 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 such data base. In case you do not want to receive these messages on your mobile number, you shall not submit your mobile number on the Website.

• Maintenance

The Company may at its sole discretion and without assigning any reason whatsoever at any time deactivate or/and suspend the Website without notice to carry out system maintenance or/and upgrading or/and testing or/and repairs or/and other related work and/or your access to the Website.

The Company shall not be liable for any loss or/and damage or/and costs or/and expense that you may suffer or incur, and no fees or/and charges payable by you to the Company shall be deducted or refunded or rebated, as a result of such deactivation or/and suspension.

• Termination

- Either party to this agreement may terminate this Agreement by giving prior notice of 30 days in writing.

- It shall be on the discretion of the Company that the period of notice of 30 days may be waived or a shorter period of notice may be accepted in writing from you.

- However, the Company irrespective of what has been stated above, may terminate this Agreement with immediate effect, without prior notice to you and without assigning any reason/s whatsoever

(a) If in the opinion of the Company, you have breached any of the terms and conditions of this Agreement or/and,

(b) If, in the opinion of the Company or/and any regulatory authority, it is not in the public interest to continue providing the access to the Website to you for any reason or/and,

(c) If the User is declared a bankrupt or/and you enter into any compromise or arrangement with its creditors and further without any prejudice to any/all other rights.

• Suspension of Service

If any amount is payable by you to the Company is not paid on the due date, the Company may without prejudice to any other rights or remedies that may be available to it suspend the use and access of the Website provided to you.

Upon subsequent payment by you of such monies as demanded by the Company, the Company may at its discretion and subject to such terms as it deems proper, grant you access to use the Website.

• Violation of Terms of Use

- In the event of violation of 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 its Website, or/and cancellation of your account, and/or the exclusion of any person(s) who may have violated any Terms of Use hereto.

- Company can also pursue violators with claims that they have violated various criminal and/or civil law provisions as applicable under the relevant Acts/Rules, etc. of the land.

- Company will cooperate with any investigation by any Central or/and State or/and local body or/and any court or/and tribunal having the competence to carry out the same.

• Personal Information

Company collects information about the users. This information is voluntarily provided by the user and is collected in the database of the Website. The information so collected in the database refers to the property details, email address and names of the user. The data collected is for the exclusive

use of the Company and the Company reserves its right to allow access to such information to any third party. Any use or sharing of information with any third party shall not invite legal action against the Company Your submission of personal information through the Website is governed by Privacy Policy. The Company respects the privacy of its users and is committed to its protection.

• **Errors, inaccuracies, and omissions**

- Occasionally there may be information on the Website 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 or cancel orders if any information on the Website is inaccurate at any time without prior notice (including after you have submitted your order).

- We however undertake no obligation to update, amend or clarify information in the Website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Website should be taken to indicate that all information in the Website has been modified or updated.

• **Notice**

All notices (a) if sent to you to the address identified on the Application Form and (b) if sent to the Company to such address as provided in writing for such notice purposes. Notice shall be deemed given upon receipt when delivered personally and upon receiving acknowledgment / written verification of receipt from courier.

Grievance Redressal Mechanism: Any complaints, abuse or concerns with regard to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email to: customercare@glsho.com

• **Non-exclusive Remedy**

Termination or expiration of this Agreement, in part or in whole, shall not limit either party from pursuing other remedies available to it, nor shall either party be relieved of its obligation to pay all fees that are due and owing under this Agreement through the effective date of termination. Neither party shall be liable to the other for any damages resulting solely from termination as permitted herein.

• **Waiver**

The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use shall remain in full force and effect.

• **RERA Disclaimer**

- It is recommended and advised to refer to respective RERA website(s) to see and obtain complete information with respect to any project/property (which is required to be registered under RERA Act 2016) developed, built by the Company, before making any decision regarding buying the property.

- The Company makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability or suitability with respect to the information, services or related information provided by the Company on the Website with respect to any property or project.

• **Entire Agreement**

This Agreement constitutes the entire and exclusive agreement between you and the Company with respect to your access to and/or use of the Website, superseding any prior agreements, documents and or communications regarding such subject matter. This Agreement may only be modified, or/and any rights under it waived, by a written document executed by the Company only. The rights to change vary or amend, however exclusively rest with the Company.

• **Amendment**

The right to amend vary or change the Terms of Use contained herein at any time exclusively rests with the Company. The terms may be varied/amended by the Company from time to time and the revised terms will be deemed to apply at the relevant time in respect of your registration and /use of the website. Please check this page from time to time to take notice of any changes the Company has made as they are binding on you. For avoidance of any doubt, your continued use of the Website constitutes an affirmation and acknowledgment of the amended terms and conditions.

• **Applicable Law and Jurisdiction**

It is clarified that there is no agency or/and partnership or/and joint venture or/and employee-employer or/and franchiser-franchisee relationship between you and the Company.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website must be filed within 30 days after such claim or cause of action arose or be forever barred.

All information of whatsoever nature received from the user is in good faith and is bona fide. The information is believed to be true/ correct and complies with the laws of the land.

Use of this Website and purchase, booking/registration of products or services from www.glsinfra.in will be governed by construed on accordance with the law of India. You agree that any legal action or proceeding between you and the Company will be brought exclusively in court of competent jurisdiction in Gurugram, Haryana, India without regard to its conflict of law provisions.

• **Acknowledgment and acceptance of Terms of Use**

The Terms of Use appearing here above consists of the entire agreement between you and the Company and replaces all previous arrangements/schedules between the parties regarding the subject matter contained herein above. By completing the registration process and/or checking the "I have read and accept the Terms of Use" box, you are indicating your acceptance to the agreement and to be bound by all of the terms and conditions of the Company as appearing herein-above.

This document is legally binding and, in all respect, up to date as on 20th October 2020.

You may contact the GLS Customer Care team in case of any queries or issues related to any of the listed projects at our site sales/marketing office or reach us at customercare@glsho.com.

Thank you

Director

GLS Infratech Private Limited

GLS Infraprojects Private Limited

Date: 20th October 2020