

REPL i.e “M/S Rudrabhishek Enterprises Pvt. Ltd. incorporated

Electronic End User License Agreement

NOTICE TO USER: THIS IS A CONTRACT. BY INDICATING YOUR ACCEPTANCE BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DECLINE/DISAGREE WHERE INSTRUCTED, AND YOU WILL NOT BE REGISTERED AND WILL NOT BE ABLE TO USE THE PRODUCTS OF THIS SITE.

This **REPL** i.e “**M/S Rudrabhishek Enterprises Pvt. Ltd.** promoter/owner of **www.apnagar.co.in** (hereinafter referred as REPL/owner/licensor) End User License Agreement accompanies the commentary available on the site, the designs and consultancy and the products available and shall also include any upgrades, modified versions, updates, additions and any alterations. REPL grants to you the "User" (hereinafter referred as user/licensee) a nonexclusive license to use the Product purchased provided that you agree to the following:

1. The user has to provide unique “User Name” and “Password”. Confirmation of registration on apnagar.co.in will be emailed to the user mail ID provided in the registration form. Registration with apnagar.co.in is subject to acceptance of terms & conditions herein incorporated.
2. The information you provide in the Registration page must be complete and accurate. **REPL** reserves the right at all times to disclose any information as **REPL** deems necessary to satisfy any applicable law, regulation, legal process, or Governmental request.
3. The User confirm to us that you are 18 years of age or over and have the legal capacity to enter into this Agreement with us and that all information you have provided in respect of your use of the service is true and accurate to the best of your knowledge and belief. You are responsible for the security of your password and for all information downloaded using your password through our service.
4. The payment of the full license fee entitles the registered user to a non transferable, non exclusive license to use the information database and the product for which the payment has been made. The licensee will also be entitled to the updated services of particular purchased product if the purchase has been made from the library section.
5. That the full and complete payment of the product is the essence of this contract and if any way the payment is not made or is incomplete the user will not be able to use the purchased product in any form and then the use of the site or the product by the user will be considered as illegal and the user will be liable for civil and criminal consequences and the owner shall have all the right to initiate civil and criminal proceedings against such user and claim damages and loss occurred due to such illegal use.
6. That the license fee paid is non refundable and all taxes, fee and duties existing or subsequently imposed are included in the license fee given by the user. The rates of the

products are the discretionary rights of the owner and may change without any information to the user. The rates of the product applicable on the user will be those which are at the time of payment.

7. The user shall access our web site only for lawful purposes and he shall be responsible for complying with all applicable laws, statutes and regulations in connection with the use of our web site. You shall not modify, copy, distribute, transmit, display, perform, reproduce, Publish, license, create, derivative works from, transfer or sell any information, products or services obtained from this Website, You shall not create a hypertext link to the Website or "frame" Website , except with the express advance written permission of **REPL**.
8. That the license is for use of the product on a single-user computer with a single Central Processing Unit (CPU). Use of the product across any kind of network is not permitted. A separate license agreement is required to commercially use or exploit the product(s).
9. That the REPL claims its ownership on the commentary of the subject/s, design/s, the development of site, its pages, the idea on which the site is floated, glossary, information database, the answer to the queries, literature and other material and products except the base documents, IS BIS Codes published by Government or its agencies and the Govt. Publications.
10. That except for personal use, taking out extracts from the Information Databases or website and making copies thereof, their sale or republication in any manner whatsoever is prohibited. So also the storage of the extracts in any other retrieval system or transmission in any form by any means is prohibited.
11. That the licensee shall not modify, adapt, translate, reverse engineer, decompile or disassemble the website, Software or the Information Databases or the product purchased or otherwise attempt to discover the source code of the software or create derivative works based on them. The user is also not permitted to modify, adapt or translate the software. The present agreement does not grant you any intellectual property rights in the designs/drawings/maps or commentary.
12. The user shall not rent, lease, sublicense or lend the Software or Documentation or the product purchased.
13. That the drawing(s),design(s),plan(s) floated on the website have been drawn, designed and planned considering the normal conditions of zones, soil and other atmospheric factors and thus the user which is using the said purchased designs shall keep in mind all such conditions before executing these designs.
14. That all reasonable care has been taken to ensure accuracy and completeness of the designs/drawings, maps, Information Databases, the owner/Licensor or their agents would not be liable in any manner for any mistake or omission in the Databases or for any action taken or omitted to be taken or advice rendered or accepted on the basis of the Databases or for any consequential loss or inconvenience arising there from.
15. That if there is any discrepancy between the measurement and the drawing then it will be the duty of the user/licensee to confirm it back with the licensor/owner in written.

16. That in case of any assistance of service from the owner/promoter or other personnel is required, separate charges would be payable.
17. The Promoter/owner/Licensor or its agents shall not be liable for failure to perform its obligations, if the failure(s) result from an act of God, an act of Government or other authorities or statutory undertakings, fire, explosion, accident, power failure, equipment failure, industrial dispute or anything beyond the Promoter/owner /Licensor's control. Nor would it/they be liable for any incidental or consequential loss or damages arising out of the use, misuse or inability to use the product(s).
18. All rights not expressly granted herein are reserved.
19. The Licensee/user will be liable for any misuse of the product by himself, itself, his/its employees, partners, servants and agents, and should the Licensee violate any of the terms of this licence, the licence is liable to be terminated and no part of the licence fee would be refundable.
20. All disputes and claims will be subject exclusively to the jurisdiction of courts/forums/tribunals at Delhi, India only.