

Terms of Services – Apnaghar Marketplace



PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE AGREEMENT CAREFULLY

The following demonstrates terms and conditions of use (here-in-after referred to as an "Agreement"), applicable to term for listing on apnaghar.co.in, which offers online Architectural drawings to users. It is an agreement between you as the user(s) and apnaghar.co.in (hereinafter referred to as "BDPPL").

Before you subscribe to and/or begin participating in or using web site, BDPPL believes that user(s) have fully read, understood and accept the agreement.

WEBSITE- MERELY A PLATFORM

1. Web site acts as a mere platform for our members to negotiate/interact with buyers, who are looking for architectural, Construction and Interior services.
2. We do not take part in the actual transaction that takes place between the buyers and contractors/Interiors designers / Architects and hence are not a party to any contract for sale negotiated between buyers and sellers. All transactions will be the responsibility of the members only. This agreement shall not be deemed to create any partnership, joint venture, or other joint business relationship between BDPPL and other party.
3. Apnaghar shall provide leads to you for your particular city.
4. Apnaghar does not guarantees or assures of any specific number of leads to be passed to the listed vendor/s during the duration of its subscription (free or paid) of listing on the website.
5. The offered service is limited to leads pertaining to listed city only.
6. Apnaghar is acting as a mere platform between customer and Interior contractor and it does not guarantees that customer will entertain or buy service from a particular Interior contractor.
7. The service is valid for one calendar year and all registered leads for a particular city will be shared with paid listed contractors.
8. These rates are excluding applicable taxes and subject to change at the sole discretion of management.

CANCELLATION

1. BDPPL reserve the exclusive right to cancel any content whatsoever from being published or reflected on its website or in any other mode.
2. The purchased services are nonrefundable in nature and BDPPL under no circumstance should be pursued for refund of subscription amount payed by the user/subscriber

Obligations of User/Subscriber

- The accuracy of the Registration Data given to the BDPPL on initial application for the Service shall be the sole responsibility of the User.
- The user agrees that any data entered into herein will be subject to mandatory verification process by BDPPL.
- Any licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the Service shall be obtained by the User at his own cost.
- The User will ensure compliance with all notices or instructions given by the BDPPL from time to time to enable the use of the Service.
- The User understands and agrees that User is responsible for all applicable taxes and for all costs that are incurred in using the Apnaghar.co.in service.



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- The User shall be solely responsible for all information retrieved, stored and transmitted through the Service by him.
- The User shall keep confidential and not disclose to any person the User's password and user identification and all activities and transmission performed by the User through his user identification.
- The User shall immediately notify the BDPPL of any un-authorized use of the User's account or any other breach of security known to the User.
- The User shall promptly make the payment to the BDPPL towards the Subscription Fees as and when it becomes payable.
- The User shall be responsible for the set-up or configuration of his equipment for access to the Service.
- BDPPL in its sole discretion shall reserve the right to edit, modify and alter the content. User agrees that the online advertisements placed with BDPPL shall be reflected after 72 hours. The user further agrees to the stipulated 72 hours processing.
- BDPPL does not accept any responsibility towards the data entered in our website. The user who has entered the data is fully responsible for any wrong data entered and be liable for any and all action taken by third party (whether civil/criminal).
- “The user agrees that any data entered into herein can and shall be saved, used and commercially exploited by BDPPL as deemed fit by them”.
- “User of the website agrees to indemnify and keep BDPPL indemnified from any wrong/false data entered into and hereby warrants and covenants that all data entered into the website is true and correct and belongs exclusively to him and not to any other third party”

Violation of Terms & Conditions

- If BDPPL, in its sole discretion, determines that a violation of the Terms & Conditions has occurred, BDPPL may pursue any of its legal remedies, including but not limited to the immediate deletion of any offending material from its site or/and cancellation of your account and/or the exclusion of any person(s) who may have violated any Terms & Conditions. BDPPL could 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. BDPPL 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. Such cooperation may be without notice to the User. If BDPPL believes in its sole discretion that any advertisement or/and services may create liability for BDPPL, BDPPL may take any actions that it believes are prudent or necessary to minimize or/and eliminate its potential liability, including but not limited to, the release of User information. In sum, BDPPL reserves the right to refuse service to anyone at any time, or/and to remove any listings or/and any advertisements for any reason, and without notice.

Disclaimer

Disclaimer of Warranties: The User shall agree that use of the service is at the user's sole risk. The service is provided on an "as is" or/and on an "as available" basis. BDPPL expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

- BDPPL makes no warranty that the service shall meet user's requirements, that the service shall be uninterrupted or/and timely or/and secure or/and error free; nor does BDPPL make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of

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any information obtained from the service. Cancellations and alterations shall be effected only on the receipt of application regarding the same in writing.

- BDPPL is not liable or responsible for the quality or any misrepresentation or any liability or issue arising out of the services availed by end user from third party service providers on or beyond the platform of BDPPL.
- For any third party product or service which customer/user will buy through BDPPL, the customers/users of services shall take full responsibility to deal with third parties respective vendors at their own risk, cost and liability.
- There are no express representations and warranties, whether express or implied, made by the BDPPL regarding the accuracy and/or quality of any information transmitted and/or obtained through the use of the Services of BDPPL.
- BDPPL shall not be liable for any disclosure of information concerning the User's account and/or particulars nor for any error and/or omissions and/or inaccuracy with regard to information so disclosed. In addition BDPPL shall further not be liable for any loss or damages sustained by reason of such disclosure, whether intentionally or inadvertently.
- In case there is any loss of information, caused due to any reason, whether as a result of any disruption of service, suspension and/or termination of the Service, BDPPL shall not be liable in any way for the same. Further BDPPL is not responsible for the accuracy, quality and/or contents of any information available, received and/or transmitted through this Service.
- All information accepted in good faith and BDPPL accept no responsibility whatsoever regarding the bonafide of the user, nor can any interviews be granted or/and correspondence entered into regarding any advertisement published.
- The User shall ensure that while using the Service, all prevailing and applicable laws, rules and regulations, directly or indirectly for the use of systems, service or equipment shall at all times, be strictly complied with by the User and BDPPL shall not be liable in any manner whatsoever for default of any nature regarding the same, by the User.
- BDPPL does not warrant that apnaghar.co.in or any of the web sites linked to apnaghar.co.in be free of any operational hazards or errors nor that it will be free of any virus or/and worm or/and any other harmful components.
- It is not the BDPPL's policy to exercise any kind of supervisory or editorial control over and/or edit and/or amend any data and/or contents of any e-mails and/or posting of any information that may be inserted or/and made available or transmitted to a third party in or through apnaghar.co.in and the User acknowledges the same. The User acknowledges and agrees that BDPPL has absolute discretion to refuse and/or suspend or/and terminate and/or delete and/or amend any artwork, materials and/or information or/and content of any data and/or information or/and posting so as, in the sole opinion of the BDPPL, to comply with the prevailing legal framework and/or moral obligations as placed on the BDPPL and in order to avoid infringing any third party's rights and/or any other rules and/or standards and/or codes of practices that may be applicable to the posting on apnaghar.co.in and/or the internet.
- BDPPL is not involved in any transaction between any parties who are using our website. There are risks, which the User assumes when dealing with people who might be acting under false pretences and the same shall be borne by the User. The website is a venue only and do not screen or/and censor or/and otherwise control the listings offered to other Users, nor does BDPPL screen or/and censor or/and otherwise control the Users of its service. BDPPL cannot and does not control the behavior of the participants on this site. We cannot control whether or not Users of Apnaghar.co.in will complete the transactions they describe on our site. It is extremely important that the user takes care throughout his dealings with other people, users on this site. BDPPL does not accept or/and assume responsibility for the content or/and context of the user comment.
- If there is any dispute between the Users/participants on this site, it is agreed upon by the Users/participants that BDPPL has no obligation whatsoever to be involved in any such dispute/s. In the event that the user has a dispute with one or more User/s or/and participant/s, the User hereby undertakes not to make any claims or/and demands or/and damages (actual or/and consequential)



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of every kind or/and nature or/and known or/and unknown or/and suspected or/and unsuspected or/and disclosed or/and undisclosed, arising out of or/and in any way related to such disputes and/or our service against the BDPPL or/and their officers or/and employees or/and agents or/and successors.

- The User understands and agrees that any information or/and material and/or goods or/and services obtained through this website is done at user's own discretion and risk and that user shall be solely responsible for any damage/s or/and cost or/and any other consequence/s resulting from any transaction.
- No advice or or/any information, whether oral or/and written, obtained by the User from Apnaghar.co.in or/and through or/and from the service shall create any warranty not expressly stated herein.
- In case a visitor to the portal is desirous of conducting a site visit of the property he/she is interested in, it shall be the sole liability and duty of the Advertiser to arrange for such site visits. The BDPPL 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-fulfillment by the Advertiser in this regard.
- The website's total liability under this Agreement in any circumstance shall be limited to the total amount of fees or/and charges paid by the User to the BDPPL's website or the period immediately preceding two (2) months prior to the incident giving rise to the relevant claim.
- This Website/ E-mail are vulnerable to data corruption, interception, tampering, viruses as well as delivery errors and we do not accept liability for any consequence that may arise therefrom
- The Platinum Listing is listed for a period of two weeks only from the day the Order is activated. BDPPL shall not be liable for any delay arising from the User's end in conversion of their property listing to Platinum Listing, resulting in the Platinum Ad listing not being showcased for the complete period of two weeks. This package cannot be transferred, adjusted or reimbursed.
- BDPPL shall not be responsible for the advice, views and suggestions provided by the expert. The information contained herein should be used for reference only. Before relying on any such advice, please do an independent assessment at your end considering your specific requirements and the parameters you have in mind. Apnaghar.co.in will not be responsible for any claims arising out of the use of any information displayed herein.

Limitation of Liability

- User agrees that neither BDPPL nor its group companies, directors, officers or employee shall be liable for any direct or/and indirect or/and incidental or/and special or/and consequential or/and exemplary damages, resulting from the use or/and the inability to use the service or/and for cost of procurement of substitute goods or/and services or resulting from any goods or/and data or/and information or/and services purchased or/and obtained or/and messages received or/and transactions entered into through or/and from the service or/and resulting from unauthorized access to or/and alteration of user's transmissions or/and data or/and arising from any other matter relating to the service, including but not limited to, damages for loss of profits or/and use or/and data or other intangible, even if BDPPL has been advised of the possibility of such damages. User further agrees that BDPPL shall not be liable for any damages arising from interruption, suspension or termination of service, including but not limited to director/and indirect or/and 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 BDPPL 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 BDPPL's total liability to the User for all damages or/and losses or/and causes of action exceed the amount paid by the User to BDPPL, if any, that is related to the cause of action.



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- The BDPPL takes no responsibility/liability whatsoever for shortage or non fulfillment of the service/s on BDPPL or any other related site due to or arising out of technical failure or/and malfunctioning or/and otherwise and the User hereby undertakes that in such situation/s, the User shall not claim any right/damages/ relief, etc against the BDPPL for “Deficiency of service” under The Consumer Protection Act or any other Act/Rules, etc.
- BDPPL shall not be liable for any and 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 the user personally.

Discontinuation or Modification to Services

- BDPPL reserves the unilateral right to add to /and/or change and/or delete and/or end the Service at any time with or without notice to the User. Except for paid service, a pro-rated refund shall be effected for the remaining unused period.
- There shall be no liability on behalf of BDPPL to the User or any third party in case the BDPPL exercises its unilateral right to modify or discontinue the Service.