

TERMS OF USE FOR BROKERS

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TERMS OF USE FOR BROKERS

Welcome to Brokwise

Brokwise is a technology-driven B2B intermediary platform created with the purpose of enabling professional networking and opportunity facilitation within the real estate ecosystem. The Platform is designed to connect brokers with brokers, and developers with brokers, across geographical boundaries, thereby creating a unified digital space for professional networking and opportunity discovery.

Through Brokwise, brokers are empowered to:

- list and showcase properties and opportunities;
- share proposals and business requirements;
- make professional enquiries; and
- connect and collaborate with other brokers across India and internationally.

Similarly, Brokwise enables developers to showcase their approved and upcoming real estate projects to a network of brokers, facilitating professional engagement and potential business opportunities between developers and brokers.

These Terms of Use govern the access to and use of the Brokwise platform by brokers and outline the rules, responsibilities, and limitations applicable to

broker-to-broker and developer-to-broker interactions facilitated through the Platform.

This agreement is a legally binding contract between Brokwise Pvt. Ltd., its affiliates and subsidiaries (hereinafter referred to as “we”, “us”, or “our”), and you, being a broker using the Platform (“you”, “your”, or “Broker”).

By accessing, registering on, or using the Brokwise Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use, along with our Master Platform Terms of Use, Privacy Policy and our other policies of our platform. If you do not agree with these Terms, you must not access or use the Platform.

Brokwise solely acts as a technology intermediary and does not act as a real estate broker, agent, consultant, or advisor. Any engagement, transaction, or arrangement arising between brokers or between developers and brokers through the Platform is undertaken independently by the concerned parties, without Brokwise being a party to or responsible for such arrangements.

1. APPLICABILITY OF BROKER TERMS

These Terms of Use for Brokers (“Broker Terms”) are supplemental to and form an integral part of the Master Platform Terms of Use (“Master Terms”) of Brokwise.

By accessing or using the Platform in the capacity of a broker, you expressly acknowledge and agree that you shall be bound by both the Master Terms and these Broker Terms of use, read together.

In the event of any inconsistency or conflict between the Master Terms and these Broker Terms, the Master Platform Terms of Use shall prevail and supersede to the extent of such conflict.

2. DISCLAIMER

Brokwise is a technology-based intermediary platform intended solely to facilitate connections between brokers and brokers and between developers and brokers.

Brokwise does not act as a real estate broker, agent, advisor, consultant, or representative and does not own, control, verify, endorse, or manage any real estate listings, projects, enquiries, proposals, or transactions made available on the Platform.

All users shall independently verify all information and conduct their own legal, regulatory, and commercial due diligence before entering into any broker-to-broker or broker-to-developer arrangement. Any kind of engagement undertaken by the user is entirely at the users' own risk, without Brokwise being a party thereto.

Please note Brokwise does not act as a real estate agent within the meaning of the Real Estate (Regulation and Development) Act, 2016, does not facilitate direct sale or purchase between developers and allottees, and does not receive any commission linked to property transactions.

3. USAGE OF THE PLATFORM

The Platform is intended exclusively for business-to-business (B2B) use by real estate brokers and developers and is not designed for or intended to be used by end customers or individual purchasers and sellers. Accordingly, end customers are requested to refrain from accessing, registering on, or using the Platform in any manner.

4. ELIGIBILITY OF BROKER

Any individual who is engaged in the regular business of facilitating the sale or purchase of real estate and earns brokerage or commission from such activities shall be eligible to register and use the Platform and shall be considered a “Broker” for the purposes of these Terms of Use. Such individual must be at least eighteen years of age.

Please note that a broker dealing in RERA compliant properties shall hold valid real estate agent registration certificate and shall maintain such registration during the term of use of the Platform.

5. PRIVACY OF BROKERS ON OUR PLATFORM

Please review our Privacy Notice, which also governs your use of our services to fully understand our practices at [REDACTED] (insert [\[REDACTED\]](#) hyperlink of privacy page).

6. REGISTRATION OF BROKERS

To access and use the Platform, a Broker must complete the registration process on Brokwise by providing accurate, current, and complete information as required during registration. Upon completion of registration, the Broker shall be redirected to third party verification service provider for the purpose of completing the mandatory Know Your Customer (KYC) verification. Brokers are advised to refer to the privacy policy of such third party verification service provider, as amended from time to time, to understand the manner in which their personal data is collected, used, and processed by such third party verification service provider.

Completion of KYC is mandatory for all users of the Platform. Brokwise shall not be responsible for the data handling practices of such third-party service provider engaged for KYC or payment-related services.

Brokers are solely responsible for maintaining the confidentiality of their account credentials and for all activities carried out through their account.

7. PERMITTED ACTIVITIES

Subject to compliance with these Terms of Use, Brokers are granted a limited, revocable, and non-exclusive license to access and use the Brokwise Platform solely to: (i) list the properties; (ii) place enquiries; (iii) submit proposals in response to enquiries; (iv) send offers in respect of listed properties & development projects; and (v) access the contact details of the counter-party broker/developer on request and upon its approval by the counter-party broker/developer.

8. REGULATORY & PROPERTY VERIFICATION

Brokwise does not verify, validate, or certify the legal status, regulatory approvals, RERA registration, title validity, ownership, or compliance status of any property, project, or listing made available on the Platform. The Broker acknowledges that Brokwise does not undertake any due diligence in this regard and that verification of all the above mentioned aspects shall be the sole responsibility of the user.

9. SUBSCRIPTION AND CREDIT USAGE

Access to and use of the Platform is subject to the Broker subscribing to one of the available activation/subscription plans, which may be offered on a monthly, quarterly, half-yearly, yearly or such other basis as determined by Brokwise from time to time. Each subscription plan entitles the Broker

to a defined number of listings, enquiries, proposals and credits strictly in accordance with the features and limits of the selected plan.

Upon exhaustion of the usage limits under a subscription plan, the Broker may purchase Credits bundle available on the platform or may utilise Credits available in their wallet to continue availing certain Platform features. Credits in the wallet can also be used, *inter alia*, for additional features on the platform such as featuring any listings, featuring any enquiries, marking listings or enquiries as urgent, and for bidding on enquiry proposals.

Credits available in the Broker's wallet do not have any specified validity period and may be used so long as the Broker's subscription remains active and renewed. However, the user cannot use the available Credits in the wallet, without having any active subscription package in their account.

Brokers acknowledge that featuring or prioritisation of listings, offers, or enquiries through the use of credits is dynamic and time-based. Placement at the top is determined by the date and time of credit utilisation, and any subsequent use of credits by any user may result in their listings, offers, or enquiries being displayed above earlier featured content. **Brokwise does not guarantee continued top placement or visibility for any specific duration.**

Please note that subscription of the user and credits available in a Broker's account represent a limited, revocable license to access certain features of the Platform and do not constitute money, deposit, wallet balance, stored value, or any form of financial instrument; such subscription and credits are non-transferable, non-exchangeable, non-refundable, and cannot be redeemed or converted into money or any other form of value.

10. OBLIGATION OF THE BROKERS

- 10.1.** The Broker shall ensure that all information, representations, documents, and details posted or shared on the Platform are true, accurate, complete, and genuine, and the Broker shall be solely responsible for the correctness and authenticity of such information.
- 10.2.** The Broker shall ensure that, while uploading or inputting any information, content, documents, images, or materials on the Platform, no intellectual property rights or proprietary rights of any third party are infringed.
- 10.3.** The Broker shall ensure that they possess the necessary rights, licenses, and permissions to list the property on our platform for sale.
- 10.4.** The Broker shall ensure that complete and non-misleading information is provided at all times and that no material facts are concealed or omitted while posting listings, enquiries, proposals, or offers on the Platform.

- 10.5. The Broker shall not make any false promises, assurances, guarantees, or commitments to any other user or third party using information obtained through the Platform.
- 10.6. The Broker shall not misuse, scrape, extract, or commercially exploit any data, contact details, or information accessed through the Platform except for the permitted purposes.
- 10.7. The Broker acknowledges and agrees that Brokwise acts solely as a technology intermediary and does not verify, endorse, approve, or certify any information provided by the Broker, and the Broker shall be solely liable for all consequences arising from such information.
- 10.8. The Broker further acknowledges that Brokwise does not partner with, employ, collaborate with, or have any financial or commercial interest in any listing, enquiry, proposal, or information posted by the Broker, and the Broker shall remain solely responsible for all acts, omissions, claims, and liabilities arising therefrom.
- 10.9. The Broker shall not represent themselves as an agent, representative, or authorised person of Brokwise under any circumstances.
- 10.10. The Broker shall undertake independent and complete legal, regulatory, and commercial due diligence before entering into any arrangement or transaction with any other broker or developer through the Platform. The Broker acknowledges that Brokwise does not verify

the genuineness, legality, or feasibility of any information made available on the Platform.

- 10.11. The Broker shall comply with all applicable laws, rules, and regulations, including real estate and advertising laws, while using the Platform.
- 10.12. Brokwise reserves the right to suspend or terminate any Broker account, remove any posting, or delete any content strictly as per our privacy policy, and as per our sole discretion, in the event of any illegal, unlawful, misleading, or prohibited activity.
- 10.13. The Broker shall maintain the confidentiality of all non-public information accessed through the Platform and shall not disclose the same without lawful authority. Brokwise grants a limited permission to a user to download and share the downloadable content available on our platform strictly for the purpose of the business of the user.
- 10.14. The Broker shall promptly update any change in information provided during registration or usage of the Platform.

11. NO WARRANTY OF BUSINESS, ACTIVITY, OR OUTCOMES

Brokwise does not provide or guarantee that a Broker will receive any minimum number of listings, enquiries, proposals, responses, or business

opportunities through the Platform, nor does it assure any deal closure, brokerage, revenue, or earnings. The Broker acknowledges that the Platform functions solely as a facilitative technology medium and that the availability of opportunities depends on independent participation by other users. Subscription to or use of the Platform does not constitute a promise or warranty of successful transactions, financial gain, or continuous platform activity, and all outcomes depend solely on the Broker's independent efforts and commercial decisions.

12. DEALINGS, TRANSACTIONS & PAYMENTS

Brokwise operates solely as a technology intermediary platform facilitating connections between brokers and between brokers and developers. Brokwise is not involved in, and does not participate, negotiate, structure, conclude, execute, or control any transaction, deal, offer, acceptance, agreement, or arrangement entered into between users of the Platform. All negotiations, representations, commitments, agreements, payments, and transactions are conducted directly between the concerned parties at their own discretion and risk. Brokwise is not a party to any brokerage agreement, commercial understanding, offer, counter-offer, acceptance, memorandum, or definitive agreement entered into between users, whether initiated through the Platform or otherwise and even does not earn any monetary value from the above-mentioned transactions between the users.

Any dispute, claim, loss, damage, non-payment, misrepresentation, breach, delay, or default arising out of or in connection with any transaction between brokers or between brokers and developers shall be resolved solely between such parties. Brokwise shall have no responsibility, liability, or obligation in respect of such disputes and is expressly excluded from the same.

13. NO SOLICITATION

The Broker shall not use the Platform to solicit, recruit, or divert other users to competing platforms, services, or independent databases, nor use information obtained through the Platform for unrelated commercial exploitation.

14. ASSIGNMENT OF RIGHTS

A. RIGHTS GRANTED TO BROKWISE

During the Term of this agreement, you grant Brokwise non-exclusive, worldwide, royalty-free, transferable, and sub-licensable license during the term to list, showcase, display and publish your listings, proposals and enquiries and share the content uploaded by a user in a downloadable manner to a counter party broker, which can be shared by the counter party broker in the public domain. This includes the right to reformat the digital images uploaded by you as necessary for presentation and listing purposes.

B. RIGHTS OF THE USERS

Brokwise grants the user a limited, non-exclusive, non-transferable right to use and access our platform solely for the limited purpose mentioned in this term of use. This right does not confer any ownership or intellectual property rights to the user, and all intellectual property rights related to the platform and its contents are owned by Brokwise.

Reproduction of Brokwise intellectual property rights is strictly prohibited. Any such infringement may give rise to legal action against you.

15. REPRESENTATION AND WARRANTIES

The Broker hereby represents and warrants that:

- 15.1.** The Broker is duly engaged in the lawful business of real estate brokerage and possesses the necessary competence, experience, and authority to undertake property-related transactions.
- 15.2.** The Broker is of majority age and legally competent to enter into binding contracts under applicable law.
- 15.3.** All information, listings, enquiries, proposals, documents, images, representations, and communications submitted or shared on the Platform are true, accurate, complete, and not misleading.

- 15.4. The Broker has full legal right, authority, and permission to list, market, or represent the properties or opportunities posted on the Platform.
- 15.5. The use of the Platform and the content uploaded by the Broker does not violate any applicable law, regulation, contractual obligation, or third-party right, including intellectual property rights.
- 15.6. The Broker shall comply with all applicable laws, including real estate, anti-money laundering, tax, and advertising laws, in connection with any transaction initiated through the Platform.
- 15.7. The Broker acknowledges that Brokwise does not verify or endorse any listings or users and that the Broker is solely responsible for conducting independent due diligence before entering into any transaction.
- 15.8. The Broker shall not represent Brokwise as a partner, agent, employer, collaborator, guarantor, or party to any transaction.
- 15.9. The Broker acknowledges that the above representations and warranties are continuing in nature and shall remain valid throughout the period of use of the Platform.

16. TECHNICAL DISCLAIMER

Brokwise does not guarantee that the Platform will be uninterrupted, timely, secure, error-free, or free from viruses or technical defects. Access

to the Platform may be suspended, restricted, or interrupted due to maintenance, upgrades, technical issues, third-party service failures, or circumstances beyond the control of Brokwise. The Broker acknowledges that use of the Platform is at their own risk.

17. NON-CIRCUMVENTION & MISUSE OF PLATFORM

The Broker shall not attempt to bypass, circumvent, manipulate, or interfere with the Platform's subscription structure, credit mechanism, feature limitations, or technological safeguards. The Broker shall not misuse contact access, scrape data, or engage in conduct intended to avoid Platform usage mechanisms.

18. TAKEDOWN OF THE CONTENT

We reserve the right to take down your content without prior notice under the following circumstances:

- a) If your content is found to infringe upon the rights of any third party, including but not limited to intellectual property rights or privacy rights.
- b) If ordered to do so by a competent court or legal authority.
- c) If any complaint is received regarding your content that promotes hatred, humiliation, violence, or any other form of objectionable content. In urgent cases, we may remove the content immediately.

If time permits and there is no urgency, we will notify you to respond to the complaint within 72 hours. After reviewing your response, we will make a decision at our own discretion.

For any issues and re-listing requests, you may contact us to seek proper reasons for takedown and submit your response. However, the final decision regarding re-listing of your content rests with us.

19. TERM & TERMINATION

19.1. Termination by Brokwise: We reserves the right to terminate or suspend your account and access to the platform at our sole discretion, without prior notice or liability, for any reason, including but not limited to the following:

- a) Infringing the copyright or intellectual property rights of others.
- b) Breach of our policies.
- c) Unauthorised use of the platform.
- d) For violation of any prevailing laws.
- e) Providing false or misleading information or data.
- f) Engaging in conduct that hurts the sentiments of the public, including posting/uploading any content that is considered hatred, humiliation, violence, or any other form of objectionable content.
- g) Creating or using a fake account.

h) Using the platform as a minor.

19.2. Termination by User: You may terminate your account with Brokwise at any time by providing written notice to us. Upon termination, you must cease all use of the platform.

19.3. Effect of Termination: Upon termination of your account for any reason:

- a) All licenses and rights granted to you under this agreement will immediately cease.
- b) You will no longer have access to your account, including any data or information stored in your account.
- c) Any properties, enquiries and proposals listed on the platform will be removed.
- d) You will remain responsible for any obligations or liabilities incurred before the termination date, including but not limited to outstanding fees and charges.

19.4. Survival of Terms: Provisions of this agreement that by their nature should survive termination shall survive termination, including but not limited to clauses related to assignment of rights, indemnification, limitation of liability, and any other obligations that expressly or by their nature extend beyond the termination of this agreement.

20. LIMITATION OF LIABILITY

- 20.1.** Brokwise, including our officers, directors, employees, agents, and affiliates, shall not be liable to you for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or use, incurred by you or any third party, arising from your access to, or use of, our platform or services.
- 20.2.** Brokwise does not warrant that this site, its servers, or e-mails sent from Brokwise are free of viruses or other harmful components. Brokwise shall not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and/or consequential damages.
- 20.3.** Brokwise is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third party.
- 20.4.** Please note in no event shall the total aggregate liability of Brokwise, whether arising in contract, tort, negligence, or otherwise, exceed the total subscription fees actually paid by the Broker to Brokwise during the one (1) month excluding all taxes and fees charged by payment

gateway on such subscription transaction immediately preceding the event giving rise to such claim.

21. INDEMNIFICATION

- 21.1. You agree to indemnify, defend, and hold us harmless, and our affiliates, and their respective officers, proprietors, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses arising out of or in any way connected with:
- a) Your access to or use of the platform;
 - b) Any breach or alleged breach by you of our policies;
 - c) Any claim that the content or any other materials placed by you on our platform infringe or violate the intellectual property rights, privacy rights, or other rights of any third party.
 - d) Any claim arising from your failure to comply with any applicable laws, regulations, or industry standards in connection with your use of the platform.
 - e) Any claim arising from the illegal activities done by you on our platform.

- 21.2. The indemnification rights under this agreement are independent of and in addition to other rights and remedies which Brokwise may have

at law, or in equity or otherwise, including the right to seek specific performance, damages, or injunctive relief. All such rights and remedies shall be available to Brokwise and shall not be affected or diminished thereby.

22. APPLICABLE LAW AND JURISDICTION

These terms shall be governed by and construed in accordance with the laws applicable in India. All disputes arising in relation to our policies, or our services shall be subject to the exclusive jurisdiction of the competent courts located in Jaipur, Rajasthan. However, if you have violated or threatened to violate our intellectual property rights or any other terms referred in this agreement, we reserve the right to seek injunctive or other appropriate relief in any court worldwide. This provision does not limit our ability to pursue other remedies available to us by law.

23. GRIEVANCE OFFICER

If any grievance remains unresolved for a period of 15 days after contacting our customer support at Support@Brokwise.com you may contact our Grievance Team at the following details:

Email: Grievance@Brokwise.com

Please provide all relevant details regarding your grievance to ensure a swift and effective resolution.

24. CHANGES TO THESE TERMS

We reserve the right to modify, amend, or update these Terms from time to time.

Where such modifications materially affect your rights or obligations, we shall provide reasonable prior notice through the Platform, registered email communication, or other appropriate means. The updated Terms shall specify the effective date of such revision.

Your continued access to or use of the Platform after the effective date of the revised Terms shall constitute your acceptance of such updated Terms.

Where any modification involves a material change in the manner of processing of personal data, such changes shall be governed in accordance with our Privacy Policy and applicable data protection laws, including the Digital Personal Data Protection Act, 2023.

25. SEVERABILITY

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

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