

MASTER PLATFORM TERMS OF USE

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MASTER PLATFORM TERMS OF USE

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 Master Platform Terms of Use (“Terms”) govern the access to and use of the Brokwise Platform by all users, including brokers and developers, and set out

the general rules, responsibilities, disclaimers, and limitations applicable to all 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 any person or entity accessing, registering on, or using the Platform (“User”, “you”, or “your”).

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 Privacy Policy and other applicable platform policies. If you do not agree with these Terms, you must not access or use the Platform.

Brokers and developers may be subject to separate category-specific Terms of Use. In the event of any inconsistency or conflict between these Master Platform Terms and any broker-specific or developer-specific terms, these Master Platform Terms shall prevail and supersede to the extent of such conflict.

1. DEFINITION

For the purposes of these Master Platform Terms of Use, the following terms shall have the meanings assigned to them below:

- 1.1. **“Platform”** means the Brokwise platform, including our website, mobile application, software systems, databases, tools, features,

communication interfaces, and any related services operated, owned, or controlled by Brokwise Pvt Ltd, through which Users may connect, interact, list opportunities, and facilitate professional engagements.

- 1.2. **“User”** means any individual, broker, developer, entity, company, firm, partnership, or organisation that accesses, registers on, browses, or otherwise uses the Platform in any manner whatsoever.
- 1.3. **“Content”** means any information, data, text, images, graphics, listings, project details, property descriptions, documents, messages, proposals, enquiries, communications, or other materials uploaded, posted, shared, transmitted, or otherwise made available on or through the Platform by the User.
- 1.4. **“Credits”** means digital usage units purchased or allocated under a subscription plan that enable access to specific features of the Platform specified particularly in our terms of service for Brokers Please note Credits do not constitute any currency, stored value, deposit, or financial instrument by any means whatsoever.
- 1.5. **“Subscription Plan”** means a paid access plan consisting of either activation plan or subscription plan, offered by Brokwise that grants a User a limited, revocable, non-transferable right to access and use the Platform and its features for a specified duration and subject to specified limits and conditions. Access to and use of the Platform is conditional upon an active Subscription Plan, and without a valid and active

Subscription Plan, a User shall not be permitted to access or use the Platform.

- 1.6. **“Transaction”** means any engagement, enquiry, communication, negotiation, discussion, arrangement, understanding, agreement, collaboration, or business dealing initiated, facilitated through contact, or concluded between Users through or as a result of access to or use of the Platform, whether formal or informal, oral or written, and whether or not resulting in a completed deal, transfer, booking, sale, purchase, or other commercial outcome. For the avoidance of doubt, every Transaction is entered into solely and independently between the concerned Users. Brokwise does not act as a broker, agent, real estate intermediary, representative, partner, or advisor in respect of any Transaction, and is not a party to, does not negotiate, conclude, control, guarantee, or supervise any such Transaction. Brokwise assumes no responsibility or liability whatsoever in relation to the performance, non-performance, validity, legality, or enforceability of any Transaction between Users, and does not directly earn any commission, brokerage, or consideration from the execution or completion of such Transaction between Users.

2. NATURE OF PLATFORM & EXPRESS INTERMEDIARY STATUS

- 2.1.** Brokwise operates solely as a technology-based intermediary platform within the meaning of applicable information technology laws. The Platform is designed to provide digital infrastructure that enables professional networking and communication between Users in the real estate ecosystem.
- 2.2.** The Platform merely facilitates connections and communication between brokers and between developers and brokers. Brokwise does not facilitate, structure, advise on, guarantee, supervise, or execute any real estate transaction, commercial arrangement, or business dealing between Users.
- 2.3.** Brokwise does not act as a real estate agent, broker, channel partner, consultant, advisor, representative, or fiduciary for any User. Nothing contained on the Platform shall be construed as creating any agency, partnership, joint venture, employment, or fiduciary relationship between Brokwise and any User, or between Brokwise and any third party.
- 2.4.** Brokwise does not participate in any quotation of listings, offers, negotiations, transactions, does not draft or conclude agreements, does

not collect or process transaction consideration on behalf of Users, and does not represent or bind any User in any manner whatsoever.

2.5. Brokwise merely provides a technology intermediary platform and therefore does not verify, validate, certify, endorse, or investigate:

- the legal title, ownership, or encumbrance status of any property;
- the regulatory approvals, licenses, or RERA registrations of any property or project;
- the identity, credentials, authority, or legitimacy of any User;
- the accuracy, completeness, legality, or authenticity of any Listing, Content, proposal, enquiry, project details or representation made available on the Platform; or
- the genuineness, feasibility, or commercial viability of any Transaction.

2.6. All Users are solely responsible for conducting their own independent legal, regulatory, financial, and commercial due diligence prior to entering into any engagement or Transaction.

2.7. Brokwise functions purely as a neutral technology infrastructure provider and shall not be responsible or liable for any act, omission, misrepresentation, default, fraud, dispute, or failure arising between Users.

3. NO AGENCY, PARTNERSHIP, EMPLOYMENT OR FIDUCIARY RELATIONSHIP

Nothing in these Terms or arising from use of the Platform shall be construed to create any agency, partnership, joint venture, employment, or fiduciary relationship between Brokwise and any User.

Brokwise does not authorise any User to act on its behalf, and no User has any authority to bind, represent, or create obligations for Brokwise in any manner whatsoever.

The relationship between Brokwise and each User is strictly that of independent parties. No fiduciary duty, advisory obligation, or relationship of trust is created by virtue of access to or use of the Platform.

Users are strictly prohibited from representing themselves as agents, partners, employees, collaborators, or authorised representatives of Brokwise. Any such representation shall constitute a material breach of these Terms.

4. ELIGIBILITY TO USE THE PLATFORM

Access to and use of the Platform is permitted only to persons who are legally competent to enter into binding contracts under Applicable Law and who are at least eighteen (18) years of age and has successfully verified their account through KYC and such Users must not be barred, restricted,

or otherwise prohibited under any applicable law from accessing or using the Platform.

For Developers- Developers shall not be permitted to list, advertise, or showcase any development project on the Platform unless such project holds valid and subsisting registration and approvals as required under the Real Estate (Regulation and Development) Act, 2016 and other applicable laws. Projects without mandatory RERA registration shall not be allowed on the Platform.

5. USER ACCOUNTS & SECURITY

- 5.1. Users are responsible for maintaining the confidentiality of their login credentials and for all activities conducted through their account.
- 5.2. Each User shall be solely liable for all listings, enquiries, proposals, communications, documents, representations, content or any other activity undertaken through their account, including the accuracy, legality, and authenticity thereof.
- 5.3. Where a User is a company, partnership, firm, or other legal entity, such entity shall be fully and solely responsible and liable for all acts and omissions of its employees, agents, representatives, or authorised users accessing or operating the account on its behalf.

- 5.4. Creation or use of fake accounts, impersonation of any person or entity, or maintaining multiple accounts for the purpose of circumventing subscription limits, credits, or Platform controls is strictly prohibited.
- 5.5. Users shall ensure that all information provided at the time of registration and thereafter remains true, accurate, complete, and up to date, and shall promptly update any changes in such information.
- 5.6. Brokwise shall not be liable for any loss, misuse, or unauthorised use of a User's account arising from the User's failure to maintain account security.

6. ACCEPTABLE USE POLICY

Users shall use the Platform strictly in accordance with Applicable Law and all the applicable terms of the platform. Users shall not:

- a) engage in any unlawful, fraudulent, misleading, or abusive activity;
- b) upload or transmit any content which belongs to another person and to which the User does not have lawful rights;
- c) upload or transmit any content that is false, defamatory, obscene, pornographic, invasive of privacy, insulting, harassing, hateful, racially and ethically objectionable, infringing, or otherwise unlawful;

- d) scrape, extract, harvest, copy, download, or commercially exploit any data, listings, content, contact details, or information from the Platform;
- e) reverse engineer, decompile, disassemble, modify, or attempt to derive the source code of the Platform;
- f) interfere with, disrupt, damage, overload, or impair the Platform's infrastructure, servers, or networks;
- g) attempt to bypass, disable, or circumvent any technological safeguards, subscription mechanisms, credit systems, or access controls;
- h) misuse, store, or process personal or commercial data of other Users for purposes unrelated to legitimate professional engagement;
- i) manipulate listings, enquiries, proposals, credits, ranking mechanisms, visibility features, or any functionality of the Platform;
- j) solicit, recruit, divert, or attempt to move other Users to competing platforms, services, or independent databases using information obtained through the Platform;
- k) introduce viruses, malware, bots, automated scripts, or any harmful code into the Platform;
- l) Infringes intellectual property rights of any third party.

Brokwise reserves the right to investigate any suspected misuse of the Platform and may, at its sole discretion and without prior notice, suspend or terminate access to the Platform, remove or disable access to any content, and take appropriate legal action, including seeking civil, criminal, or injunctive remedies against such User.

Without prejudice to the foregoing, upon receiving actual knowledge in the form of a court order or lawful notice from an appropriate governmental authority, Brokwise shall remove or disable access to such unlawful content within the timelines prescribed under applicable law.

Nothing herein shall be construed as imposing a general obligation on Brokwise to monitor user activity or content.

7. INTELLECTUAL PROPERTY RIGHTS

All rights, title, and interest in and to the Platform, including its software, source code, design, layout, databases, algorithms, user interface, features, functionality, trademarks, logos, brand elements, trade names, domain names, policies, content structure, and overall look and feel (collectively, the “Platform IP”), are exclusively owned by or licensed to Brokwise and are protected under applicable intellectual property laws.

The name “Brokwise”, its logo, and all associated trademarks and brand identifiers are proprietary rights of the Brokwise.

Subject to compliance with these Terms, Brokwise grants Users a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Platform solely for its intended purposes. No ownership rights are transferred to any User.

Users shall not:

- copy, reproduce, modify, adapt, translate, distribute, publish, display, perform, transmit, or create derivative works from the Platform IP;
- reverse engineer or attempt to extract the source code or underlying structure of the Platform;
- use any trademark, logo, or brand element of Brokwise without prior written consent; or
- remove, alter, or obscure any proprietary notices displayed on the Platform.

Except for the limited license expressly granted herein, no rights, title, or interest in any intellectual property of Brokwise are transferred or assigned to any User.

Please note: any unauthorised use, infringement, or misappropriation of Platform IP may result in immediate suspension or termination of access and may give rise to civil, criminal, or injunctive remedies as available under law.

8. USER-GENERATED CONTENT

Users retain ownership of the Content uploaded, posted, submitted, or shared by them on the Platform.

By uploading or making available any User Content, the User grants Brokwise a non-exclusive, worldwide, royalty-free, transferable, and sub-licensable license, during the period such User Content remains on the Platform, to host, store, reproduce, display, publish, reformat, optimise, compress, resize, adapt, and distribute such User Content solely for the purpose of operating, improving, and presenting the Platform and its features.

The User represents and warrants that they have all necessary rights, licenses, and authority to upload and share the User Content and that such User Content does not infringe or violate any applicable law or third-party rights.

Brokwise does not pre-screen, monitor, verify, endorse, or guarantee the accuracy, legality, or authenticity of any User Content and shall not be responsible or liable for the same.

Brokwise reserves the right, at its sole discretion and without prior notice, to remove, restrict, disable, or modify any User Content that it considers unlawful, misleading, infringing, harmful, or in violation of these Terms.

9. THIRD-PARTY SERVICES

The Platform may integrate or utilise third-party plugins & service providers, including but not limited to payment processing, KYC verification, hosting, analytics, or other technical services.

Brokwise does not control and shall not be responsible or liable for the services, acts, omissions, or data handling practices of any such third-party providers.

Where a User directly accesses or interacts with a third-party service through the Platform (such as payment or KYC providers), such use may be subject to the applicable terms and policies of that third party.

10. NO VERIFICATION / NO DUE DILIGENCE

Brokwise does not verify or conduct due diligence in relation to any property, project, title, approval, license, pricing, representation, claim, or document uploaded or communicated by any User.

Brokwise does not undertake regulatory validation, background checks, financial assessment, legal scrutiny, or verification of the accuracy, completeness, or authenticity of any information provided on the Platform. The Platform does not screen, endorse, certify, or guarantee any User or any representation made by a User.

Users are solely responsible for conducting their own independent legal, technical, financial, and commercial due diligence before entering into any Transaction.

11.PLATFORM NOT A PARTY TO TRANSACTIONS

Brokwise is not a party to any Transaction between Users and does not act as a broker, agent, representative, partner, or intermediary in respect of any Transaction.

All Transactions are independently initiated, negotiated, agreed, and executed solely between the concerned Users. Brokwise does not negotiate terms, verify representations, guarantee performance, or enforce obligations arising out of any Transaction.

Brokwise does not directly earn any commission, brokerage, or consideration from the execution or completion of any Transaction between Users.

Any dispute, claim, or liability arising out of or relating to a Transaction shall be resolved exclusively between the concerned Users, and Brokwise shall have no responsibility or liability in relation thereto.

12. EXCLUSION OF LIABILITY FOR DEAL FAILURE / DISPUTE

Brokwise shall not be liable for any failed, cancelled, delayed, disputed, or incomplete Transaction between Users.

Without limitation, Brokwise shall not be responsible or liable for:

- defective, illegal, or disputed title to any property;
- absence or inadequacy of approvals, permissions, or regulatory compliances;
- delay in project completion, execution of agreements, registration, or delivery of possession;
- misrepresentation, false statements, concealment, or breach of any representation or warranty by any User;
- breach, non-performance, termination or any other dispute arising from any agreement entered into between Users.

All risks arising from any Transaction are assumed solely by the concerned Users. Any dispute or claim shall be resolved exclusively between the

concerned Users, and Brokwise shall have no liability whatsoever in relation thereto.

13. LIMITATION OF LIABILITY

13.1. Brokwise, including its directors, officers, employees, agents, and affiliates, shall not be liable to any User for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of profits, revenue, business opportunity, goodwill, data, or use, arising out of or in connection with the access to or use of the Platform or Services.

13.2. Brokwise does not warrant that the Platform, its servers, or communications sent from Brokwise are free from viruses or other harmful components. Brokwise shall not be liable for any loss or damage arising from any technical malfunction, interruption, delay, security breach, or use of the Platform.

13.3. Brokwise is not responsible for the actions, content, information, representations, or data of any third party or User, and each User hereby releases Brokwise, its directors, officers, employees, and agents from any claims, demands, or damages arising out of or in any way connected with any claim against another User or third party.

13.4. In no event shall the total aggregate liability of Brokwise, whether arising in contract, tort (including negligence), strict liability, statutory

liability, or otherwise, exceed the total subscription fees actually paid by the User 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.

14. INDEMNIFICATION

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 or these Terms;
- 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;

- f) Any Transaction entered into by you with another User, including any dispute but not limited to non-performance, misrepresentation, or breach arising therefrom;
- g) Any regulatory inquiry, investigation, penalty, or proceeding arising due to your acts, omissions, listings, representations, or non-compliance.

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.

The obligations under this clause shall survive termination or suspension of your access to the Platform.

15. DISCLAIMER OF WARRANTIES

The Platform and Services are provided on an “as is” and “as available” basis, without warranties of any kind, whether express, implied, statutory, or otherwise.

Brokwise does not warrant that:

- the Platform will be uninterrupted, secure, error-free, or continuously available;
- any information, listing, proposal, or content available on the Platform is accurate, complete, or reliable;
- any Transaction will be successfully concluded;
- any User will earn brokerage, revenue, profit, deal closures, commissions, or business opportunities through use of the Platform;
- the Platform will generate a minimum number of listings, enquiries, proposals, project uploads, or business engagements.

Users expressly acknowledge that business activity on the Platform depends entirely on market conditions and the independent participation and engagement of other Users, and has no correlation with or guarantee arising from the purchase of any Subscription Plan.

16.ASSIGNMENT

Users shall not assign, transfer, delegate, sublicense, or otherwise dispose of any of their rights, obligations, or interests under these Terms, whether voluntarily, by operation of law, or otherwise, without the prior written consent of Brokwise.

User accounts are personal and non-transferable. No account may be sold, transferred, leased, shared, or otherwise made available to any third party.

Where a User is a company, partnership, or other legal entity, such entity may update or change its authorised representatives or agents operating the account, provided that the account remains under the control and responsibility of the registered legal entity. The entity shall remain fully liable for all acts and omissions carried out through the account, irrespective of any change in personnel or authorised users.

Brokwise reserves the right to assign or transfer its rights and obligations under these Terms to any affiliate, successor entity, or in connection with a merger, acquisition, restructuring, or sale of assets, without requiring User consent.

17. TERMINATION

TERMINATION BY BROKWISE

Brokwise reserves the right to suspend, restrict, or terminate your account and access to the Platform at its sole discretion, with or without notice, and without liability, for any reason, including but not limited to:

- a) Infringement of any intellectual property rights;
- b) Breach of these Terms or any applicable policy;
- c) Unauthorised, fraudulent, or abusive use of the Platform;
- d) Violation of any applicable law or regulatory requirement;
- e) Submission of false, misleading, or inaccurate information;

- f) Posting or transmitting unlawful, defamatory, hateful, violent, obscene, or otherwise objectionable content;
- g) Creation or use of fake, duplicate, or unauthorised accounts;
- h) Use of the Platform by a minor or legally incompetent person;
- i) Conduct that, in the opinion of Brokwise, exposes the Platform to legal, regulatory, or reputational risk.

Brokwise may also remove any content, listing, enquiry, or proposal without prior notice.

TERMINATION BY USER

You may terminate your account at any time by providing written notice to Brokwise and ceasing all use of the Platform. Termination shall not entitle you to any refund of fees unless expressly agreed in writing.

16.2. Effect of Termination

Upon termination for any reason:

- a) All rights and licenses granted to you under these Terms shall immediately cease;
- b) Your access to the Platform and account shall be disabled;
- c) Please note, deletion or deactivation of account access upon termination does not necessarily result in immediate deletion of all associated data.

All your data would be retained and processed in accordance with our Privacy Policy and applicable legal requirements

- d) You shall remain liable for all obligations, liabilities, and outstanding fees accrued prior to termination.

16.3. Survival

Clauses relating to intellectual property, disclaimers, limitation of liability, indemnification, governing law, dispute resolution, and any provision which by its nature is intended to survive, shall survive termination of these Terms.

18. FORCE MAJEURE

Brokwise shall not be liable for any failure, interruption, suspension, delay, or limitation in access to the Platform arising from events beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, earthquake, epidemic, war, civil disturbance, governmental actions, regulatory restrictions, internet or telecommunications failure, cyber-attacks, power outages, or failure of third-party hosting or service providers.

During the occurrence of any such event, Brokwise's obligations under these Terms shall remain suspended for the duration of such event, and no compensation, refund, or liability shall arise on account thereof.

19. APPLICABLE LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws applicable in India.

The user shall first attempt to resolve any dispute, controversy, or claim arising out of or relating to these Terms, our policies, or the use of the Platform through good faith amicable discussions with us.

If such dispute is not resolved through amicable resolution within a reasonable period, all disputes shall be subject to the exclusive jurisdiction of the competent courts located in Jaipur, Rajasthan.

However, in the event you violate or threaten to violate our intellectual property rights or any other provisions of these Terms, we reserve the right to seek injunctive or other appropriate equitable relief before any court of competent jurisdiction worldwide. This provision does not limit our right to pursue any other remedies available under applicable law.

20. CONTACT US

If you have any questions, concerns, or require assistance regarding the Platform or these Terms, you may contact us at:

Email: Support@Brokwise.com

Brokwise will make reasonable efforts to respond to legitimate queries within a reasonable time.

21. GRIEVANCE REDRESSAL

In accordance with the DPDP Act, we have appointed a Grievance Officer to address any concerns relating to processing of personal data. Contact details:

Name of Grievance Officer: Mr. Anshul Sharma

E-mail: Grievance@Brokwise.com

Registered address: Plot no. 27 A, Bahubali Nagar, Mansarovar, Jaipur - 302020

- You may submit a complaint or grievance via email, or by sending a written letter at our registered address.
- We will acknowledge receipt of your grievance within two (2) working days.
- Our Grievance Officer will investigate and respond to your grievance within thirty (30) days from the date of receipt.
- If your grievance is not satisfactorily resolved, you may escalate the matter to the Data Protection Board of India (under DPDPA) or the relevant supervisory authority in your jurisdiction.

22. 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.

23. 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.

Copyright Disclaimer: Brokwise reserves exclusive rights over all its policies and content; any unauthorised copying, adaptation, or distribution is a violation of our intellectual property rights and will result in strict legal action.

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