

## **Property Bank – Realtors T&C's and Privacy Policy:**

- ✓ By signing up User agrees with all the terms & conditions of “**Property Bird**”
- ✓ By signing up Users agrees with the privacy policy of “**Property Bird**”

## **Terms & Conditions:**

- Property Bank shall mean a portal/application owned by **BGEE Ventures Pvt. Ltd.** That can be used on smartphone/computer device(s). It should be used by Property Bank application user has signed up for the Property Bank program and has downloaded the application.
- **Property Bird** is the product of BGEE VENTURES PVT LTD firm. Which is a real estate firm with its corporate office at Lal Ganga Shopping complex, G.E Road, Raipur – 492001

## **Enrollment & Usage**

- Property Bank User's should share the correct details with **Property Bird** at the time of enrolling into the Application/program. If it is found that given details are incomplete or incorrect, then enrollment to the application may be refused without assigning any reasons. **Property Bird** shall reserve the right to offer the application invitation to any prospective Property Bank users as it may deem fit.
- The data relating to Property Bank shall be protected and used by “**Property Bird**” as per the policy indicated in “Property Bank” Privacy Policy.

## **Termination of Membership**

- The membership may be terminated in these conditions:
  - If user uninstalls the application.
  - If a user acts in a manner inconsistent with any central/state/local laws, statues or ordinances.
  - User may be disqualified to use the app, arising out of his/her misconduct, fraud and misuse of the application.

## **Intellectual Property Rights**

- Property Bank user acknowledges and agrees that the membership may contain content that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. He/she further agrees not to copy, rent, lease, distribute or sell the membership of the content, in a whole or in part.
- In connection with the use of membership user shall not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. The Portal/Application/Software is the sole property of **Property Bird**. User agrees not to copy, modify, reverse engineer or any other attempts to discover any source code in order to sell, rent or sublicense to any other third person.

## **Miscellaneous**

- If any user is not able to signup in the Portal/Application, **Property Bird** can create a User ID for him/her from the backend which can be shared with user with secrecy.
- For any type of fraud from User's, **Property Bird** is not liable for that user in any form.

- **Property Bird** has all the rights to change/edit the portal at any time without any consent from its users.
- **Property Bird** can share the properties (by Property Bird) to user's dashboard after taking their prior permission.
- **Property Bird** has all the rights to provide or not to provide the complete details of the property shared to its users.
- For any kind of disputes between the Company & the User, Decision of **Property Bird** will be final.
- Any type of data in the portal will be owned by **Property Bird**.
- Users are not liable for marketing of the Portal/Application from the available data without authorization from **Property Bird**.
- **Property Bird** reserves the copyright of this portal and any user cannot copy this portal for their use.
- Any misbehaviour or improper conduct by the Users shall be unacceptable and might lead to cancellation of the User's account and potential legal actions.
- **Property Bird** has the rights to access user's profile.
- All the settlement of disputes shall be governed by the laws of India only and shall be attempted to be resolved through negotiations. Only in case, such negotiations are unsuccessful, the member shall resort to legal recourse, which shall be subject to the exclusive jurisdiction of the competent courts in Raipur.
- User's hereby agrees to indemnify and hold the **Property Bird** harmless from all damages, costs, attorney's fees or other losses arising out of or relating to the breach of this Terms & Conditions.
- All the claims and disputes should be notified to **Property Bird** within 15 working days from the date of event, after that no Property Bank user shall have any claim against **Property Bird**.
- **Property Bird** shall have the right to transfer, assign and sell, in whole or in part, the Property Bank's Application/portal to any third party without any reference or intimation to the Property Bank Users. All logos and trademarks, domains are the sole property of **Property Bird**.
- **Property Bird** reserves the right to download the data without the consent authorization from the Users for the backup purpose of the Portal/Application.

## **Disclaimer of Warranties**

- The use of membership is at the user's sole risk. **Property Bird** expressly disclaims all warranties of any kind, whether express, implied or statutory, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- **Property Bird** makes no warranty that the membership will adhere to member's requirement, the membership will be uninterrupted, timely, secure or error free, the results obtained from the use of membership will be accurate or reliable.

## Limitation of Liability

- Property Bank Users should understand and agree that **Property Bird** shall not be liable for any indirect, incidental or exemplary damages for loss of profits, goodwill, data or other intangible loss resulting from the inability to use the service, conduct of any third party on the service, unauthorized access to member's transmission or data or any other matter relating to service.

## Privacy Policy

- We are committed to protecting the privacy of our members and their transactions. The following section explains what information we collect, how we use and protect your information in safe and secure manner. During the signing process, Property Bird may collect personal data and other information as described below:
  - We may collect personal data from the members during registration process. By voluntarily providing us with their personal data, users are consenting to **Property Bird** to use in accordance with privacy policy.
  - When users interact through the application, we also receive and store personally non-identifiable information. The stored information cannot be used to specifically identify a member. Property Bird may store such information in databases owned and maintained by **Property Bird** affiliates or service providers.
  - **Property Bird** may use the information to track, for example, the total number of visitors, the number of visitors to each page of our App, the domain names of our visitors internet service providers and how our users use and interact with the application.
  - To serve the users of the application in a better way, **Property Bird** may conduct research on user's demographics, interest and behaviour based on the personal data provided to us.
  - **Property Bird** may share this information with its affiliates, agents and business partners, but this information does not identify a user personally. We may also disclose aggregated user statistics in order to describe our services to current and prospective business partners, and to other third parties for other lawful purposes.
  - **Property Bird** may also use cookies that helps to provide additional functionality to the application and help us analyze application usage more accurately. For Instance, our program may set a cookie on your browser that allows you to access the program without remembering the password.
  - **Property Bird** may access User's Input data for the incremental work of the program.
  - We will collect the data through cookies with your prior permission.

## Data & Other Information

- User's Personal details (Name, Contact & Aadhar card) are taken for the verification process.
- Property Bank users personal data as per the privacy policy. If you provide the personal data for a particular reason, we may use the personal data with the reason for which it is provided. For instance, if you contact us by email, we will use the personal you provide to answer your question of resolve your problem.
- The Data saved in the portal [www.propertybank.in.net](http://www.propertybank.in.net) is used as a database for the users.
- **Property Bird** and its subsidiaries and affiliates may also use your personal data and other non-identifiable information to improve the content and functionality of the Application, to better understand our users, and to improve the Property Bank Application. We may also contact you in the future to tell you about the services we believe will be interest to you.
- If **Property Bird** intends to use any personal data in any manner that is not consistent with the privacy policy, then you will be informed before use or at the time of data collection.
- **Property Bird** will not sell your personal information. Instead, we consider this information as a vital part of our relationship with application users. However, we may share your personal data with third parties without any prior notice to you as set forth below:-
  - Subsidiaries: We may share your personal data with our subsidiaries for purpose consistent with this privacy policy.
  - Agents & Consultants: We may share your personal data with other agents and consultants that are hired to perform certain business related functions. For instance, to send emails and SMS messages, maintain databases, offerings, dealing with clients and developing certain features of the portal/application, and maintenance and security.
  - Legal Requirements: Property Bird may disclose your personal data if required to do so by law or in good faith belief that such action is necessary to comply with a legal obligation or assist government enforcement agencies, protect and defend the rights or the property of Property Bird or our users, act in urgent circumstances to protect the personal safety of users of the services or the public and protect against legal liability.
- We do not share your personal information for marketing or promotional use without your consent except as a part of a specific or feature for which you will have the ability to opt-out.
- The privacy policy does not apply to any personal data collected by **Property Bird**. This includes, but is not limited to, information posted to any public areas of the services, such as public forums, etc.

## Exclusions

- The Privacy policy shall not apply to any unsolicited information you provide to **Property Bird** through the program or any other means. All Unsolicited Information shall be deemed to be non-confidential and Property Bird shall be free to reproduce, use, disclose, distribute and exploit such unsolicited information without limitation or attribution.

## Security

- **Property Bird** takes necessary steps to protect personal data provided by you from the loss, misuse and unauthorized access. However, transmission through internet is not fully secure, so you should take special care in deciding what information you should submit via electronic transmission.

## **Changes to Property Bird's Privacy Policy**

- **Property Bird** reserves the right to update or modify the privacy policy at any time without prior notice. Please review this policy periodically and especially before you provide any personal data.

## **Changes to Property Bird's Terms & Conditions**

- **Property Bird** reserves the right to update or modify the Terms & Conditions at any time without prior notice. Please review this T & C's periodically and especially before you provide any personal data.

