

TERMS OF USE

1. Contractual Relationship

These Terms of Use (/Terms/) govern the access or use by you, an individual, from within India of applications, websites, content, products, and services (/Services/) made available by Our Generation Builders having its registered office at 126-27-28, Okay Plus Spaces, Near Apex Circle, Malviya Industrial Area, Jaipur-302017.

KINDLY READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THESE SERVICES

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and OGB. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior written agreements with you. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms. These will be disclosed to you in connection with the applicable Services. Additional conditions are in addition to, and shall be deemed a part of, the Terms for the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict concerning the applicable Services.

MODIFICATIONS TO TERMS OF USE AND PRIVACY POLICY

OGB reserves the right, in its sole discretion, to change, modify, or otherwise amend the Terms of Use, and any other documents incorporated by reference herein for complying with the legal and regulatory framework and for other legitimate business purposes, at any time. OGB will post the amended Terms of Use at the domain of www.ogbuilders.com/terms. It is your responsibility to review the Terms of Use for any changes, and you are encouraged to check the Terms of Use frequently. Your use of the Website following the date that amendments to the Terms of Use take effect will signify your assent to and acceptance of any revised Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access the website.

PRIVACY POLICY

OGB has established a Privacy Policy that explains to users how their personal information is collected and used. OGB may disclose users' personal information to third parties. OGB may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an incident, involving you and a third party and such information or data is necessary to resolve the complaint, dispute or conflict. OGB may also provide to a law enforcement agency, statutory body, governmental agency and/or investigative agency any necessary information (including your contact information), if required by law or in furtherance of any investigation involving you and a third party and such information or data, is necessary towards the enquiry/investigation that is being carried out by the said body and/or agency as the case may be. The Privacy Policy is hereby incorporated into the Terms of Use set forth herein. The Privacy Policy governs your use of this Website. The Privacy Policy is located at Privacy Policy. The Privacy Policy contains information about how users may seek access to and correction of their personal information held by OGB and how they may make a privacy complaint.

The Services

OGB will provide the Services to you under this Agreement. The Services constitute the provision of a technology platform that enables you, as an independent third-party provider (/Service Partner/) access to and use of OGB's mobile applications or websites (each, an /Application/; collectively /OGB Platform/) to (a) arrange and schedule delivery of services with end-users of those services, who have an agreement with OGB affiliates (/Users/); (b) determine the amount to be paid to you by OGB for the services provided by you; (c) determine the maximum and efficient utilisation of your time while using the Services; (d) take measures to maximise your earning potential through the use of the Services; and (e) Receive of payments from Users for services offered by you via the OGB Platform and generation of receipts for those payments (f) Set up a timeline and milestone for the services (h) Payment will be made on the basis of the timeline given to the partner at the time of work allocation. (i) In case of a dispute regarding quality and quantity, OGB can hold the payment of the partner until its resolution.

No Employment

The Services are made available solely for your commercial use unless OGB has agreed with you otherwise in a separate agreement. You acknowledge that there is no contract of employment between yourself and OGB and that you will provide your services as an independent contractor. Further, no agency, partnership or joint venture is created as a result of these Terms or your provision of services to Users. You will not seek and OGB will not provide any supervision, directions or control over the individual services that you offer to Users. You will obtain and possess at your own cost and at all times, while accessing and using the Services, the necessary approvals/licenses/tax registrations required to offer your services to Users. You have no authority to bind OGB in any respect. You further acknowledge that OGB does not provide any of the services that you offer to Users via the OGB Platform and that OGB does not function as a provider of the particular services that you are offering to Users via the OGB Platform. OGB only seeks to provide the OGB Platform wherein you and Users can be brought together and has no role in the execution or provision of the services you provide to Users. You are solely responsible for the services that you provide to the Users. OGB accepts liability for the Services and Application that it provides to you subject to these Terms.

Licence

Subject to your compliance with these Terms, OGB grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your commercial use. Any rights not expressly granted herein are reserved by OGB and OGB's licensors.

Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, licence, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by OGB; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the

Services; or (vi) attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks.

Ownership

The Services and all rights therein are and shall remain OGB's property or the property of OGB's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited licence granted above; or (ii) to use or reference in any manner OGB's company names, logos, product and service names, trademarks or services marks or those of OGB's licensors (/Marks/).

Accounts

You must be at least 18 years of age, to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to OGB certain personal information, such as your name, address, mobile phone number and age, as well as valid government-issued identification, previous work completion certificates and trade licences (Civil Contractor's License) issued by any government department, government approvals allowing you to offer your services, and/or requisite tax registrations. You agree to maintain accurate & complete, and up-to-date information in your Account at all times and you acknowledge that failure to do so shall result in your access to the Services being suspended without notice to you. No person other than yourself has the right to access your account. You agree and acknowledge that you will not allow any other person to access and to your account and that you will not share your login credentials (i.e. your user name and password) with any other person. If it is reasonably suspected by OGB that you have shared your log in credentials or allowed a person other than yourself to access and use your Account, your access to the Account will be suspended without notice to you. In cases where it is established that you have allowed a person other than yourself to access and use your Account.

These Terms will stand terminated and your access to the Services will be permanently revoked without notice to you. You may only possess one Account. If it is found that you possess multiple Accounts on the OGB Platform, your access to all Accounts on the OGB Platform will be permanently revoked without notice. You hereby expressly acknowledge and agree that you and not OGB will be liable for your losses and damages (whether direct or indirect) caused an unauthorised use of your Account. Notwithstanding the foregoing, you may be liable for the losses of OGB or others due to such unauthorised use. You acknowledge that your continued use of the Services is subject to you maintaining a minimum rating threshold. The rating threshold for your particular category and your particular city will be communicated to you either through the OGB Platform or via text message or by an OGB employee in your city. If your ratings fall below the minimum threshold your access to the OGB Platform may be temporarily

blocked. In the event, your rating falls below the prescribed threshold and your access to the Services is temporarily blocked and can be resumed after detailed inspection and training.

Text Messaging

By creating an account, you agree that the Services may send you text messages as part of the normal business operation of your use of the Services. You consent to receive such text messages and acknowledge that any steps taken by you to not receive such text messages will affect your use of the Services.

Earnest Money

You are required to pay a fee (/Earnest Money/) to OGB in order to be able to accept requests made by Users (/Project /) for your services. The details required to connect with a User will only be communicated to you after the Earnest Money is paid to OGB. The quantum of the Earnest Money will be based on the aggregate value of the project. Earnest Money may be charged as a percentage of the aggregate value of Project or as a fixed sum. The quantum of the Earnest Money for the particular services offered by you to the User will be communicated in details of the project given at the time of bidding. If a User cancels a request for your services after acceptance of the said request by you and payment of the Earnest Money, the Earnest Money will be refunded to you. The earnest money may also be refunded to you in cases where the User revokes his interest to work with the company anymore. If you cancel a request and leave the project before starting/in-between/ the project placed by a OGB after accepting such a request, OGB shall be at liberty to determine whether or not to refund the Earnest Money to you. You agree that in cases where OGB determines that the Earnest Money is not required to be refunded to you due to your cancellation of an accepted request placed by a User, you will relinquish the right to make any claims for refund of the Earnest Money.

Lead Fee

Each project will have a certain value which is quoted by the company to the customer. OGB acts as a third-party service provider where cash flows only through OGB to ensure quality and comfort promised. Payment timelines are based on different (/milestones/) of a project lifecycle. A project may have an “n” number of milestones. Clients and contractors both will be given payment details and milestone description at the time of project onboarding. OGB will not charge any amount for participation in bidding from contractors. The lead fee will be the difference of value quoted to the client and the final bid price by the contractor. The quantum of

the lead fee will be based on the aggregate value of the project. It will be deducted in each payment made by OGB to the contractor on a scheduled timeline.

Payment Timeline

The Service offered to users is divided into milestones once a project is onboarded with a schedule-timeline and milestones. Each milestone has an estimated value which is being paid by the user to OGB. Partner has to submit weekly updates of the service given to the user on OGB Platform to complete a milestone and then claim to get paid. After inspection of quality and quantity, OGB will further transfer the amount to you. A project can have an indefinite number of milestones based on the amount and nature of the project. Only OGB reserves a right to edit milestones and payment schedules.

Service Partner Provided Content

OGB may, in OGB's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to OGB through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions (/Service Partner Content/). Any Service Partner Content provided by you remains your property. However, by providing Service Partner Content to OGB, you grant OGB a worldwide, perpetual, irrevocable, transferable, royalty-free licence, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such Service Partner Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and OGB's business and on third-party sites and services), without further notice to or consent from you, and without the required payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all Service Partner Content or you have all rights, licences, consents and releases necessary to grant OGB the licence to the Service Partner Content as set forth above; and (ii) neither the Service Partner Content nor your submission, uploading, publishing or otherwise making available of such Service Partner Content nor OGB's use of the Service Partner Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree to not provide Service Partner Content that is defamatory, libellous, hateful, racist, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by OGB in its sole discretion, whether or not such material may be protected by law. OGB may, but shall not be obligated to, review, monitor, or remove Service Partner Content, at OGB's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. OGB does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Payment

After you have delivered your services up to a milestone to the Users, OGB will facilitate the payment of the applicable amount to be paid by the User to you after inspecting quality and quantity of your work. Such payments will be inclusive of applicable taxes where required by law. Amounts paid by the OGB to you are final and non-refundable unless otherwise determined by OGB. You retain the right to receive a lower amount as final payment towards the delivery of services by you to a User. OGB will respond accordingly to a request from you to modify the amount to be paid by a User for a particular service delivered by you to the said User. You agree and acknowledge that the amount to be paid by OGB for the services offered by you may vary based on geographical areas, population density, time periods, demand, season, local or national holidays, particular days of the week and other factors that might be determined by OGB from time to time. This payment structure and determination of the amounts to be paid to you is intended to fully compensate you for the services provided by you to the User. OGB does not designate any portion of the payment received by you as a tip or gratuity from the User. OGB will, on your behalf, generate an invoice for the services provided by you to the User. The invoice will be raised in your name and sent to the User via the OGB Platform and/or any other mode of communication.

Taxes

You understand that OGB is acting solely as an intermediary for the collection of payments and fees between Users and you. State and local tax can vary significantly by locality and you, therefore, understand and agree that you are solely responsible for determining your own tax reporting requirements in consultation with tax advisors. OGB cannot and does not offer tax

advice to you. Further, you understand that OGB shall not be responsible or liable in any manner in relation to tax liability that you may incur.

No Discrimination

OGB prohibits discrimination against other service providers or users based on race, religion, caste, national origin, disability, sexual orientation, marital status, gender identity, age or any other characteristic protected under applicable law. Such discrimination includes, but is not limited to, any your refusal to provide services based on any of these characteristics. If it is found that you have violated this prohibition you will lose access to the OGB platform. Applicable laws in certain jurisdictions may require and/or allow the provision of services by and for the benefit of a specific category of person. In such jurisdictions, services provided in compliance with these laws and the relevant applicable terms are permissible.

Suspension and Termination

OGB may restrict you from accessing or using the Services, or any part of them, immediately, without notice, in circumstances where OGB reasonably suspects that:

- you have, or are likely to, breach these Terms; and/or
- you do not, or are likely not to, qualify, under applicable law or the standards and policies of OGB and its affiliates, to access and use the Service OGB may terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof
- immediately, where OGB reasonably suspects that:
- you have, or are likely to, materially breach these Terms; and/or
- you do not, or are likely not to, qualify, under applicable law or the standards and policies of OGB and its affiliates, to access and use the Service; or
- where OGB, acting reasonably, terminates these Terms or any Services for any legitimate business, legal or regulatory reason.

Without limiting its other rights under these Terms, OGB may immediately restrict or deactivate your access to the Services if you breach the Privacy policy [Policy and/or Community Guidelines (where applicable)] at any time. You may terminate these Terms at any time, for any reason by informing OGB either in writing or by visiting OGB's local city office of your decision to terminate.

Effect of Termination

Upon termination of these Terms, your right to participate in the OGB Platform, including, but not limited to, your right to offer or purchase Services and your right to receive any fees or compensation, including, without limitation, referral discounts, incentive bonuses, or other exclusive offer rewards, shall automatically terminate. In the event of termination, your Account will be disabled, and you may not be granted access to your Account or any files or other data contained in your Account. Notwithstanding the preceding, residual data may remain in the OGB system. Upon termination, the following shall occur: all licences granted to you hereunder will immediately terminate; and you shall promptly destroy all copies of OGB data, Marks and other content in your possession or control. You further acknowledge and agree that OGB shall not be liable to you or third-party for any termination of your access to the OGB Platform. Upon termination, OGB retains the right to use any data collected from your use the OGB Platform for internal analysis and archival purposes, and all related licenses you have granted OGB hereunder shall remain in effect for the preceding purpose. In no event is OGB obligated to return any Service Partner Content to you. Any term which by its nature is intended to survive expiration or termination of these Terms shall survive expiration or termination of these Terms.

Disclaimers; Limitation of Liability; Indemnity

DISCLAIMER

THE SERVICES ARE PROVIDED /AS IS/AND/AS AVAILABLE/ TO THE MAXIMUM EXTENT PERMITTED BY LAW, OGB DISCLAIMS ALL REPRESENTATION AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, AND MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. OGB DOES NOT GUARANTEE YOUR SAFETY WHILE DELIVERING SERVICE REQUESTS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Statutory Guarantees

OGB does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified, or which cannot be excluded, restricted or modified except to a limited extent, as between OGB and you by law. However, where such statutory provisions apply, to the extent to which OGB is entitled to do so; OGB's liability will be limited at its option to:

(a) in the case of timely delivery of service:

- (i) the replacement of the goods or supply of equivalent goods;
- (ii) the payment of the cost of replacing the goods or acquiring equivalent goods;
- (iii) the payment of the fee of having the goods repaired; or
- (iv) the repair of the goods; and

(b) in the case of services:

- (i) the supply of the services again; or
- (ii) the payment of the cost of having the services supplied again.

LIMITATION OF LIABILITY

OGB SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFILES, LOST DATA RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF OGB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OGB SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY USER, EVEN IF OGB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OGB SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OGB'S REASONABLE CONTROL. IN NO EVENT SHALL OGB'S TOTAL LIABILITY TO YOU CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED RS.10,000.00 (RUPEES TEN THOUSAND). OGB WILL MAINTAIN A COMPLAINTS MANAGEMENT FRAMEWORK, AND WILL MANAGE THIS FRAMEWORK ON YOUR BEHALF, IN A REASONABLE WAY AND IN ACCORDANCE WITH APPLICABLE LAW.

Indemnity

You agree to indemnify and hold OGB and its affiliates and their officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) OGB's use of your User Content; or (iv) your violation of the rights of any third party, including Users (/Losses/). Your liability under this clause shall be reduced proportionately if, and to the extent that, OGB directly caused or contributed to any such Losses.

Dispute Resolution

There are a number of mechanisms available to you to resolve any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any / Dispute/). OGB or its affiliates operate a complaints process to allow you to make complaints about OGB or Users, and OGB or its affiliate also manages refunds to you in relation to those complaints. OGB or its affiliate will operate this complaints process in a reasonable manner. To raise a dispute you may first contact an OGB employee at your local city office. Alternatively, you may also raise your Dispute through the helpline (/Partner Helpline/) provided for the recording and resolution of Disputes. You may use any of the above mechanisms to raise a Dispute to challenge or appeal against any decision that has been taken, with regard to your access to or use of the Services, by OGB. In the unlikely event that a Dispute raised by you is not resolved and you, these Terms shall be exclusively governed by and construed in accordance with laws applicable in India. In the event of an unresolved Dispute, the parties shall first attempt to amicably settle the dispute through Mediation. If the dispute between the Parties cannot be resolved through Mediation within a period of 45 days from the reference of the dispute to Mediation, the Parties may pursue final and binding arbitration or other alternative dispute resolution as agreed upon by the parties. The arbitration will be in accordance with the

Arbitration and Conciliation Act, 1996 (as amended from time to time) and the arbitral tribunal will consist of three arbitrators - one each to be nominated by the parties and the third to be appointed on mutual agreement between the two arbitrators nominated by the parties. The seat and venue of the Arbitration shall be the city in which the dispute arises. Any proceedings, including documents and briefs submitted by the parties, correspondence from a mediator, and correspondence, order and awards issued by an arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party

unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation set out in these Terms.

Other Provisions

Notice

OGB may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account

Brand Collateral

You can purchase OGB Brand Collateral from OGB. While it is not mandatory to do so, to promote trust and safety with Users it is advisable to purchase and use OGB Brand Collateral while using the Services and fulfilling service requests placed by Users.

Orientation

Before gaining access to the Services and being allowed to receive Leads you are required to attend an Orientation program at your local OGB office. The purpose of the Orientation is to enable you to understand how the OGB Platform works and to ways and means to maximise your earning potential on the OGB Platform,

Use of recommended products

OGB will recommend certain services that need to be used by you to deliver services to the Users. This is to ensure your safety as well as that of the Users. Any deviation from the recommended list of products will entitle OGB to take appropriate measures against you, including but not limited to

reduction of credits from your Account, increase of Lead Price and any other measures that OGB acting reasonably deems fit and in the interest of maintaining the integrity of its business and the OGB Platform.

General

You may not assign or transfer these Terms in whole or in part without OGB's prior written approval (which will not be unreasonably withheld). You give your approval to OGB for it to assign or transfer these Terms in whole or in part, including to (i) a subsidiary or affiliate; (ii) an acquirer of OGB's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between your OGB or any User as a result of the contract between you and OGB or use of the Services. If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms, including any incorporated policies, constitute the entire written agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous written agreements or undertakings regarding such subject matter.

In these Terms, the words /including/ and /include/ mean /including, but not limited to.

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