

Brongo – General Terms and Conditions of Use for Users

1. ACCEPTANCE OF TERMS OF USE AND OTHER POLICIES

- 1.1. All references to “**you**” or “**your**” as applicable, means the person that accesses, uses, and/or participates in the Platform (as defined below) for availing services (“**Users**”). If you use the Platform on behalf of a business, you represent and warrant that you have the authority to bind that business. Your acceptance of the Terms of Use will be deemed an acceptance by the business you represent and “you” and “your” herein shall refer to the business.
- 1.2. **Terms of Use.** These terms of use (the “**Terms of Use**”) govern your use of our website www.brongo.in (the “**Website**”) and our Brongo application for mobile and handheld devices (the “**App**”). The Website and the App are jointly referred to as the “**Platform**”. The Platform is currently owned and operated by Turnip Technologies Private Limited (“**Turnip**”) “We”, “us”, and “our” herein shall refer to Turnip. Please read these Terms of Use thoroughly and carefully before you use the Platform as they contain provisions that define your limits, legal rights and obligations with respect to your use and participation in (i) the Turnip Platform, (ii) the services availed by you from registered Brokers for buying, selling and renting real estate properties (such services, collectively called the “**Services**”). These Terms of Use and Privacy Policy (as defined below) constitute a legally binding agreement between Turnip and you. By installing, downloading or even merely using the Platform, and by clicking on “I have read and agree to the terms of use” you shall be contracting with Turnip and you signify your acceptance to the Terms of Use and other Turnip policies (including but not limited to the Privacy Policy) as posted on the Platform from time to time, which takes effect on the date on which you download, install or participate in the provision of Services, and create a legally binding arrangement to abide by the same. If you do not agree to the foregoing, you should not click to affirm your acceptance thereto, in which case you are prohibited from accessing or using the Platform. If you do not agree to any of the provisions set forth in the Terms of Use, kindly discontinue accessing or participating in the services offered by the Platform immediately.
- 1.3. **Privacy Policy.** Turnip has established a privacy policy that explains to Users how their information is collected and stored (“**Privacy Policy**”). The Privacy Policy is referenced above and hereby incorporated into the Terms of Use set forth. Your use of the Platform is governed by the Privacy Policy, which is located at www.brongo.in/privacypolicy.
- 1.4. **Amendments to Terms of Use.** These Terms of Use and any other document incorporated by reference are subject to modifications at any time. Turnip reserves the right to modify or change these Terms of Use and other Turnip policies at any time by posting changes on the domain of www.brongo.in, and you shall be liable to update yourself of such changes, if any, by accessing the changes on the domain. You shall, at all times, be responsible for regularly reviewing the

Terms of Use and the other Turnip policies and note the changes made on the Platform. Your use of the Platform following any amendment will signify your assent to and acceptance of any revised terms.

2. USE OF PLATFORM

- 2.1. The Platform enables transactions between you and Brokers for buying, selling or renting of a property.
- 2.2. All commercial/contractual terms are offered by and agreed to between you and the Brokers alone. The commercial/contractual terms include without limitation, broker price, taxes, payment methods, payment terms, stages leading to completion of the assignment and turnaround time. We will merely offer support services to effect the transaction including but not limited to order fulfilment, payment collection, call centre, and other services, pursuant to independent contracts executed by you with the Brokers.
- 2.3. Apart from a cursory background verification, which Turnip undertakes through third party verifiers, Turnip does not assure or undertake any obligations on behalf of the Brokers. Further, Turnip disclaims for all time, the responsibility of assuring, representing or warranting that the Services will meet minimum standards of professionalism, diligence and care. The Broker shall be entirely assessed and shortlisted by you. Turnip will ensure that adequate information is made available about the Broker including the nature of transactions undertaken and comments or reviews received from other users. Fastidiousness, efficiency and conduct of a Broker shall be assessed by the User based on the information which has been made available on the Platform.
- 2.4. Turnip neither makes any representation or warranty as to specifics (such as quality, value, saleability, etc.) of the properties proposed to be sold, rented or bought on the Platform nor does implicitly or explicitly support or endorse the sale, buying or renting of any properties on the Platform. Turnip accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
- 2.5. You understand that Turnip is not responsible for the conclusion of any deal between you and a Broker regarding any Service being negotiated on the Platform.
- 2.6. You agree that the brokerage fee ("**Broker Commission**") varies with each transaction and each Service availed of by you, and the Broker Commission is independent of the Service Fee payable to Turnip.

- 2.7. You agree that the fees for the Services availed on the Platform ("**Service Fee**") is to be paid to Turnip directly.
- 2.8. In case of buying and selling transactions, Turnip is not responsible for any non-performance or breach of the contract entered into between you and any Brokers on the Platform. Turnip cannot and does not guarantee that the concerned Brokers will perform their obligation in any transaction concluded on the Platform. Turnip is not responsible for non-performance or delays. At no time shall Turnip hold any right, title or interest over the properties nor shall Turnip have any obligations or liabilities in respect of such contract entered into between you and the Brokers. However, in case of such non-performance or delays by the Brokers, Turnip will provide you with all necessary assistance and support within its capacity in order to establish the liability of the Broker in any legal proceedings initiated by you. You shall be fully liable to pay the Broker Commission as agreed between you and the assigned Broker on the conclusion of the transaction. By agreeing to these Terms of Use, you consent to paying the applicable Broker Commission directly to the account of the Broker assigned for the transaction and on failure to make such payment within the prescribed time, you agree that the Broker can directly institute a claim for the Broker Commission due to him.
- 2.9. Turnip shall not be responsible for any direct cash transactions concluded off the Platform between you and a Broker even if they are in relation to the Services and Brokers registered on the Platform.
- 2.10. Turnip is only providing a platform for communication and it is agreed that the contract for Services shall be a strictly bipartite contract between the Brokers and you. In case of complaints from you pertaining to quality or delay by the Brokers in providing Services, or any other such issues, Turnip shall notify the same to the Broker and shall also redirect the User to the next best suitable Broker based on availability. The Broker shall also be liable for redressing your complaints. In the event you raise any complaint on any Broker accessed on our Platform, we shall assist you to the best of our abilities by providing relevant information to you, such as details of the Broker and the specific details to which the complaint relates, to enable satisfactory resolution of the complaint.
- 2.11. ***Membership eligibility criteria.***
- a. You need not register with Turnip to simply visit and view the Platform, but to actively participate in the Platform as a User, you will need to create a password-protected account ("**User Account**"). To create a User Account, you must submit the information requested for at the time of registration ("**Registration Information**"). You will also have the ability to provide additional optional information, which is not required to register for an account but maybe helpful to Turnip in providing you with a more customized experience when using the Platform.

You may also register for a User Account using your existing Facebook account and log-in credentials (your “**Third-Party Site Account**”). An Account holder is sometimes referred to on the Platform as “**Registered User**”.

- b. Use of the Platform is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. You represent, acknowledge and agree that you are at least 18 years of age, and that: (a) all registration information that you submit is truthful and accurate, (b) you will maintain the accuracy of such information, and (c) your use of the Platform and Services offered by the Platform do not violate any applicable law or regulation. Your Account may be terminated without warning if we at our discretion, believe that you are under the age of 18 or that you are not complying with any applicable laws, rules or regulations.
- c. At any time after the registration of your User Account on the Platform, we reserve the right to suspend or terminate your Account (i) if any Registration Information or any information provided thereafter proves to be inaccurate, not current or incomplete; (ii) if it is believed that your actions may cause legal liability for you, the Brokers or us; and/or (iii) if you are found to be non-compliant with the Terms of Use.
- d. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your User Account. You shall notify Turnip immediately in case of any breach of security or any unauthorized use of your User Account. Similarly, you shall never use another’s Account without prior consent from Turnip. You agree that you will not misrepresent yourself or represent yourself on the Platform. You hereby expressly acknowledge and agree that you will be liable for any losses, damages (whether direct or indirect) caused to you, Turnip or any others as a result of unauthorized use of your Account.

2.12. **Use of the Platform.** You agree, undertake and confirm that your use of Platform shall be strictly governed by the following binding principles:

- a. You shall not host, display, upload, download, modify, publish, transmit, update or share any information which:
 - belongs to another person and which you do not have any right to;
 - is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to “indecent representation of women” within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - is misleading or misrepresentative in any way;

- is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- involves the transmission of “junk mail”, “chain letters”, or unsolicited mass mailing or “spamming”;
- promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- infringes upon or violates any third party’s rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person’s name, email address, physical address or phone number) or rights of publicity];
- promotes an illegal or unauthorized copy of another person’s copyrighted work (see “copyright complaint” below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- contains video, photographs, or images of another person (with a minor or an adult);
- tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of products related to the Platform. Throughout these Terms of Use, Turnip’s prior written consent means a communication coming from Turnip’s legal department/authorised representative, specifically in response to your request, and expressly addressing and allowing the activity or conduct for which you seek authorization;
- solicits gambling or engages in any gambling activity which is or could be construed as being illegal;
- interferes with another User’s use and enjoyment of the Platform or any third party User and enjoyment of similar services;
- refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;

- harm minors in any way;
 - infringes any patent, trademark, copyright or other intellectual property rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent;
 - violates any law for the time being in force;
 - deceives or misleads the addressee/Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - impersonate another person;
 - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 - threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any criminal offence or prevents investigation of any offence or is insulting any other nation;
 - is false, inaccurate or misleading;
 - directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force; or
 - creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.
- b. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve our right to prohibit any such activity.
- c. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, "password mining" or any other illegitimate means.
- d. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User or Broker or visitor to Platform, including any account on the Platform not owned by you, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.

- e. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
- f. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Platform or any service offered on or through the Platform. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- g. You may not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of Turnip and/or others.
- h. You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of: (a) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force and all statutes of taxation); and (b) international laws, foreign exchange laws, statutes, ordinances and regulations regarding your use of our Services.
- i. In order to allow us to use the information supplied by you, without violating your rights or any laws, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your information. We will only use your information in accordance with these Terms of Use and Privacy Policy applicable to use of the Platform.
- j. You understand that we have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- k. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Platform, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.
- l. It also is possible for others to obtain personal information about you due to your use of the Platform, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Platform, you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or

share with others on the Platform. Please carefully select the type of information that you publicly disclose or share with others on the Platform.

- m. Turnip shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services), hacking, pen testing attempts without our prior consent or a mutual legal agreement.
- n. It is advised that your interactions with any Broker on the Platform be restricted to the anonymous call feature offered by the Platform.
- o. It is advised that you do not share with the Brokers with your personal contact information including but not limited to your contact number, your residential address and your photograph.

2.13. **Feedback.**

- a. Brokers are listed on the Platform on the basis of opinion, reviews and comments of Users who have availed their service ("**Feedback**").
- b. As a User on the Platform, you agree to be use careful, prudent, and good judgement when leaving Feedback for a Broker. The following constitute inappropriate use of Feedback: (a) threatening to leave negative or impartial Feedback for a Broker unless the Broker provides services not included within the original scope of Services or not agreed to as a part of the Service to be provided; (b) leaving Feedback in order to make the Broker appear better than he or she actually is or was; (c) including conditions that restrict Feedback in any way. The prohibitions listed in this section provide examples and are not complete or exclusive.
- c. You understand that Turnip does not and cannot review every Feedback posted on the Platform. These prohibitions do not require Turnip to monitor, police or remove any Feedback or information submitted by any User.
- d. In the event of any dispute between a User and you regarding Feedback, Turnip shall be the final arbiter of the dispute.

- 2.14. By using the Platform, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of Brokers or other third parties will be limited to a claim against the Brokers or third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from us with respect to such actions or omissions.

3. **TERMS OF SERVICE**

- 3.1. You agree and acknowledge that we shall not be responsible for:

- a. The Services provided by the Broker including, but not limited, suggesting properties suiting your requirements and needs;

- b. The Broker's Services not being up to your expectations or leading to any loss, harm or damage to you;
 - c. The availability or unavailability of certain properties.
- 3.2. The details of the Brokers available on the Platform are based on the ratings of Users and information provided by the Brokers and we shall not be responsible for any change or cancellation or unavailability.
- 3.3. You may not be able to avail our Services if your location is outside our current scope of Service. We will keep you informed of the same at the time of confirming/assigning you your Broker.
- 3.4. You understand that brokerage costs quoted to you at the time of confirming the order is an approximate estimate and may vary. We will not be responsible for any delay in the turn-around time.
- 3.5. You understand that our liability ends once the Broker has been connected with you.
- 3.6. You acknowledge and understand that the terms of the Services shall be governed by these Terms of Use and any other terms as set out in such document confirming the Service and that neither we nor the Brokers shall be liable in the event of you failing to adhere to the Terms of Use.
- 3.7. You might be required to provide your credit or debit card details to the approved payment gateways while making the payment. In this regard, you agree to provide correct and accurate credit/ debit card details to the approved payment gateways for availing the Services. You shall not use the credit/ debit card which is not lawfully owned by you, i.e. in any transaction, you must use your own credit/ debit card. The information provided by you will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. You will be solely responsible for the security and confidentiality of your credit/ debit card details. We expressly disclaim all liabilities that may arise as a consequence of any unauthorized use of your credit/ debit card.
- 3.8. We do not offer any refunds against Services which have been availed from the Platform unless an error that is directly attributable to us has occurred during the purchase of such Services.
- 3.9. We constantly strive to provide you with accurate information on the Platform. However, in the event of an error, we may, in our sole discretion, contact you with further instructions.

- 3.10. It shall be your responsibility to treat your user id, password and any other piece of information that we may provide, as part of our security procedures, as confidential and not disclose the same to any person or entity other than us. We shall at times and at our sole discretion reserve the right to disable any User Account if you have failed to comply with any of the provisions of these Terms of Use.
- 3.11. You understand and acknowledge that the use of the Platform requires internet connectivity and telecommunication links. You shall bear the costs incurred to access and use the Platform and avail the Services, and we shall not, under any circumstances whatsoever, be responsible or liable for such costs. Turnip shall also not be responsible for any reduction in speed or efficiency in the Platform due to poor connectivity or any other such collateral requirements related to internet services.
- 3.12. You agree and grant permission to Turnip to receive promotional SMS and e-mails from Turnip or allied partners. In case you wish to opt out of receiving promotional SMS or email please send a mail to usersupport@brongo.in. By providing your contact number to us, you have expressly authorised Turnip Technologies Private Limited to contact you in future via calls or SMS to inform you about our products, even though you are DND registered customer of any network operator
- 3.13. You agree to release and fully indemnify Turnip and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of Brokers or other Users on the Platform and specifically waive any claims that you may have in this behalf under any applicable laws of India. Notwithstanding its reasonable efforts in that behalf, Turnip cannot take responsibility or control the information provided by other users which is made available on the Platform. You may find other user's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Platform.

4. NO ENDORSEMENT

- 4.1. We do not endorse any registered Broker in particular.
- 4.2. Although Brokers are required to provide accurate information on this Platform at the time of registration, we do not attempt to confirm, and do not confirm if it is purported identity. We will not be responsible for any damage or harm resulting from your interactions with any Broker.

5. ACCESS TO THE PLATFORM, ACCURACY AND SECURITY

- 5.1. We endeavour to make the Platform available 24/7. However, we do not represent that access to the Platform will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected.

- 5.2. We do not warrant that the Platform will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the Platform or your obtaining any material from, or as a result of using, the Platform. We shall also not be liable for the actions of third parties.
- 5.3. We do not represent or warranty that the information available on the Platform will be correct, accurate or otherwise reliable.
- 5.4. All Brokers registered on the Platform are required to adhere to and at all times, comply with comply with the Turnip Code of Conduct ¹. While it is the duty of the Broker to, at the time of interactions with Users, be compliant with this code, Turnip shall not be liable for any breach by the Broker. However, on receiving any comment or complaint about any behaviour or conduct which is contrary to the Turnip Code of Conduct, the Broker will be restrained from access to the Platform.
- 5.5. We reserve the right to suspend or withdraw access to the Platform to you personally, or to all Brokers temporarily or permanently at any time without notice. We may any time at our sole discretion reinstate suspended Brokers. A suspended Broker may not register or attempt to register with us or use the Platform in any manner whatsoever until such time that such Broker is reinstated by us.

6. RELATIONSHIP WITH OPERATORS IF THE PLATFORM IS ACCESSED ON MOBILE DEVICES

- 6.1. In the event the Platform is accessed on a mobile device, it is not associated, affiliated, sponsored, endorsed or in any way linked to any Platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an “**Operator**”).
- 6.2. Your download, installation, access to or use of the Platform is also bound by the terms and conditions of the Operator.
- 6.3. You and we acknowledge that these Terms of Use are concluded between you and us only, and not with an Operator, and we, not those Operators, are solely responsible for the Platform and the content thereof to the extent specified in these Terms of Use.
- 6.4. The license granted to you for the Platform is limited to a non-transferable license to use the Platform on a mobile device that you own or control and as permitted by these Terms of Use.

- 6.5. We are solely responsible for providing any maintenance and support services with respect to the Platform as required under applicable law. You and we acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform.
- 6.6. You and we acknowledge that we, not the relevant Operator, are responsible for addressing any claims of you or any third party relating to the Platform or your possession and/or use of the Platform, including, but not limited to: (i) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.
- 6.7. You and we acknowledge that, in the event of any third party claim that the Platform or your possession and use of the Platform infringes that third party's intellectual property rights, we, not the relevant Operator, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- 6.8. You must comply with any applicable third party terms of agreement when using the Platform (e.g. you must ensure that your use of the Platform is not in violation of your mobile device agreement or any wireless data service agreement).
- 6.9. You and we acknowledge and agree that the relevant Operator, and that Operator's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, that Operator will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

7. DISCLAIMERS

- 7.1. The Platform may be under constant upgrades, and some functions and features may not be fully operational.
- 7.2. Due to the vagaries that can occur in the electronic distribution of information and due to the limitations inherent in providing information obtained from multiple sources, there may be delays, omissions, or inaccuracies in the content provided on the Platform or delay or errors in functionality of the Platform. As a result, we do not represent that the information posted is correct in every case.
- 7.3. You acknowledge that third party services are available on the Platform. We may have formed partnerships or alliances with some of these third parties from time to time in order to facilitate

the provision of certain services to you. however, you acknowledge and agree that at no time are we making any representation or warranty regarding any third party's services nor will we be liable to you or any third party for any consequences or claims arising from or in connection with such third party including, and not limited to, any liability or responsibility for, death, injury or impairment experienced by you or any third party. You hereby disclaim and waive any rights and claims you may have against us with respect to third parties' services.

- 7.4. The information provided hereunder is provided "as is". We and / or our employees make no warranty or representation regarding the timeliness, content, sequence, accuracy, effectiveness or completeness of any information or data furnished hereunder or that the information or data provided hereunder may be relied upon multiple responses may usually be made available from different sources and it is left to the judgement of users based on their specific circumstances to use, adapt, modify or alter suggestions or use them in conjunction with any other sources they may have, thereby absolving us as well as our consultants, business associates, affiliates, business partners and employees from any kind of professional liability.
- 7.5. We shall not be liable to you or anyone else for any losses or injury arising out of or relating to the information provided on the Platform. In no event will we or our employees, affiliates, authors or agents be liable to you or any third party for any decision made or action taken by your reliance on the content contained herein.
- 7.6. In no event will we be liable for any damages (including, without limitation, direct, indirect, incidental, special, consequential or exemplary damages, damages arising from personal injury/wrongful death, and damages resulting from lost profits losses resulting from any transaction on the Platform.
- 7.7. Turnip shall not be liable for any misbehaviour on the part of the Brokers resulting from sharing of personal contact information by Users.

8. TERMINATION

- 8.1. **Termination by Turnip.** You hereby acknowledge and agree that Turnip, in its sole and absolute discretion, has the right (but not the obligation) to delete, terminate, or deactivate your User Account, block your email or IP address, cancel the terminate your access to or participation in the use of the Platform (or any part thereof), or remove and discard any content on the Platform ("**Termination**"), immediately and without notice, for any reason, including without limitation if Turnip believes or has reason to believe that you have violated any provision of the Terms of Use. Turnip shall also use its discretion for Termination of any Account on the basis of complaints received from Brokers.

8.2. **Termination by you.** You may cancel your use of the Platform and/or terminate the Terms of Use with or without cause at any time by following the link in your User Account under “Account Settings” to “Deactivate Account”.

8.3. **Effect of Termination.**

- a. Upon termination of your User Account, your right to participate in the Platform, including, but limited to, your right to avail of Services shall automatically terminate. You acknowledge and agree that your right to avail of Services hereunder is conditional upon your proper use of the Platform, your adherence to the Terms of Use and your permitted participation in the Platform. Notwithstanding the foregoing, residual data may remain in the Turnip system.
- b. Unless Turnip has previously cancelled or terminated your use of the Platform (in which case subsequent notice by Turnip shall not be required), if you provided a valid email address during registration, Turnip will notify you via email of any such termination or cancellation, which shall be effective immediately upon Turnip's delivery of such notice.
- c. Upon Termination of you User Account, Turnip retains the right to use any data collected from your use of the Platform for internal analysis and archival purposes, and all related licenses you have granted Turnip hereunder shall remain in effect for the foregoing purpose.
- d. Clauses in the Terms of Use regarding Termination, Intellectual Property, Dispute Resolution, Disclaimers, Limitations of liability, Indemnification, Treatment of information provided by you, Third party content will survive expiration or termination of the Platform and/or your User Account.
- e. You agree to indemnify and hold Turnip and its officers, managers, affiliates, successor, assignees, directors, agents, suppliers and employees harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of the Termination.

9. INTELLECTUAL PROPERTY

- 9.1. We are either the owner of intellectual property rights or have the non-exclusive, worldwide, perpetual, irrevocable, royalty free, sub-licensable (through multiple tiers) right to exercise the intellectual property, in the Platform, and in the material published on it.
- 9.2. You may print off one copy, and may download extracts, of any page(s) from the Platform for your personal reference and you may draw the attention of others within your organisation to material available on the Platform.
- 9.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

- 9.4. You must not use any part of the materials on the Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
- 9.5. If you print off, copy or download any part of the Platform in breach of these Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. TREATMENT OF INFORMATION PROVIDED BY YOU

We process information provided by you to us in accordance with our Privacy Policy available at www.brongo.in/privacypolicy.

11. THIRD PARTY CONTENT

- 11.1. We cannot and will not assure that other Users are or will be complying with the foregoing rules or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.
- 11.2. You acknowledge that when you access a link that leaves the Platform, the site you will enter into is not controlled by us and different terms of use and privacy policy may apply. By assessing links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links to and / or from third-party sites to the Platform, although we are under no obligation to do so.

12. SEVERABILITY

If any of these Terms of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of any applicable laws then to the extent where that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

13. NON-ASSIGNMENT

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

14. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Platform, shall be subject to the jurisdiction of the courts at Bangalore, India.

15. CONTACT US

Please contact us for any questions or comments regarding the Terms of Use and other policies of Turnip.

In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Narayan Lal

#203, 4th Cross, 3rd block, HRBR Layout, Bangalore – 560 043

Phone: 91 80 417 444 25

Email info@brongo.in

Time: 9am to 6pm, Monday to Saturday.