Last updated on October 11th 2018

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This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that requires publishing the rules and regulations, privacy policy and User agreement for access or usage of the internet resource www.15bells.com ("Website").

These are User terms and conditions ("User T&C") of the Website between Stoneray Technologies Private Limited (the "Company" or "15bells" or "We" or "Us") and the persons accessing or using our Website as a registered User or a customer or a visitor ("You" or "Your" or "Yourself" or "User").

### **ACCEPTANCE OF TERMS**

The 15bells website/mobile app. is available at (.com extension) and all related sites and mobile applications, and the various content, features, and services offered on and in connection with these sites and applications, are owned and operated by Stoneray Technologies Private Limited and can only be accessed and used by you under the terms and conditions described below. These Terms and Conditions incorporate by reference the User Agreements, Website Terms of Use, the User Terms and Conditions, Privacy Policy, and any other supplemental terms, legal notices, or other communications provided to you.

Please read the User T&C before using or accessing the Website. By visiting the Website, You agree that these User T&C shall be a legally binding agreement between the User and the Website.

# 1. COMPANY INFORMATION

**Welcome to 15 Bells!** 15 Bells is an online platform for connecting people in the real estate market. The Company reserves the right in its sole discretion to remove any content, data, information, material, service, product, photographs, or visuals of the properties being sold on the Website ("**Website Content**") from time to time.

Stoneray Technologies Private Limited is the exclusive owner in the Indian territory of the Website and is responsible for maintaining the Website and providing the technical support for the same. Stoneray Technologies Private Limited (CIN: U72501HR2016PTC066316) is a company registered under the Companies Act,

2013 and having its corporate office at 21/22, 9<sup>th</sup> Floor, Tower A, Emaar Digital Greens, Sector 61, Gurugram 122102 (Haryana), India.

### 2. SERVICES

Our Services comprise of providing an online platform through our Website to facilitate transactions including selling, purchasing, leasing, subletting, renting in a variety of real estate properties through instantaneous dealing and/or through bidding/auctioning, and their related services. These Services include various allied and ancillary Services which may assist in the aforementioned transactions, it may also include real estate listings on our portal and provision of related information, profiles of the Landlord, Tenant, Lessors, Lessees, Buyers and Sellers, advertisements and other information ("Services"). By purchasing/ selling/leasing/sub-letting/ renting properties through our Website or using our services, You agree to these User T&C. Our Services do not extend to 15 bells acting as an agent either express or implied on behalf of any User and is merely acting as a medium of information exchange.

### 3. <u>USER REGISTRATION</u>

You may use the Website without the need or requirement to register, however, to participate in certain activities of the Website You may be requested to subscribe to the Services of the Website by creating an account or alternatively You can login from any other third party service account permitted by the Website. In the event, You wish to create an account with Us You may do so by completing the registration process forthwith, You agree to: (a) provide true, accurate, correct and complete information as prompted by the applicable registration form (b) maintain and update true, accurate, correct and complete information provided by You during the registration process. You agree and undertake to access the Website only using the unique username and password, as amended by You from time to time, associated with Your registration. You are solely responsible for maintaining the confidentiality of Your password and account.

If at any time Company believes that Your account and password is being misused in any manner, or that the information provided by You during the registration process is not true and is inaccurate or incomplete, the Company reserves the right to cancel Your account and block Your access to the Website without notice being given to You and You waive any right to claim access to the Website or any other claim that You may have. Any data of Your usage may be retained or deleted at 15 Bells sole discretion. You agree that the User Content uploaded can be used and viewed by other third parties who access the Website.

You are entirely responsible for any and all activities that occur under Your account. You agree to notify the Company of any unauthorized use of Your account or of any breach of security with respect to Your account or otherwise. The Company will not

be liable for any loss that You may incur as a result of someone else using Your password or account upon Your failure to comply with this section.

You agree and understand that this Website and the contents are intended for people who are 18 years of age or above. You hereby represent that You are 18 years of age or above and competent to contract within the meaning of section 11 of the Indian Contract Act. 1872.

If You are registering as a Real Estate Professional which may include Promoter, Builder, Developer, Real Estate Consultant, Broker, Agent, Auctioneer, Valuer etc. ("Real Estate Professionals") You represent that You are duly authorized to register with the Website and by accepting these User T&C You bind such underlying business entity to these User T&C.

By using Our Services and providing Us with Your contact information, You agree that We can send You communications about Our Services by Us or Our service providers, whether by phone, mobile phone, text (SMS), email, postal mail or otherwise. From time to time, when You call Us We may wish to record those phone calls inter-alia for quality assurance and customer satisfaction purposes. In those jurisdictions where consent is required in order for a party to record any telephone call, You consent for Us to record Your call when You call Us.

All User Content will be used and processed in accordance with these User T&C and the Privacy Policy. You agree that You have read and understood the Privacy Policy.

# 4. TERMS FOR USAGE OF WEBSITE

Your use of this Website is subject to the following terms of usage:

- (a) Users, who are buying/renting property/properties through the Website, must verify details of the property/properties as well as its right, title, ownership, lien etc. on their own and themselves at their own costs and expenses thereof.
- (b) The Content on the pages of this Website is for Your general information and use only. It is subject to change at the discretion of the Company without any notice or intimation to You. Accordingly, You are required to check the Terms and Conditions, the Privacy Policy and/or any other notices of the Website regularly.
- (c) You agree to use the Services of the Website only for the purposes that are permitted by (a) the User T&C; (b) any applicable law, regulation, or accepted practice in the relevant jurisdiction.
- (d) You shall not use any deep-link robot, spider or any other automatic devices, programmes, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or

Website Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, or Website Content.

- (e) You agree and acknowledge that 15 Bells is not the Seller of the real estate properties and 15 Bells shall in no manner be deemed to be the seller of the real estate properties. 15 Bells is only facilitating a platform for the sale/purchase/rent/lease of the Real Estate Properties to the Users.
- (f) 15 Bells is not responsible to You or anyone else for any damages of any kind, including (but not limited to) any direct or consequential loss and losses resulting from security failure, disclosure of confidential information by other parties or the transmission of a computer virus, suffered in connection with the use of this Website. Your use of any information or materials on this Website is entirely at Your own risk, for which We shall not be liable. It shall be Your own responsibility to ensure that any services or information available through this Website meet Your specific requirements.
- (g) 15 Bells does not guarantee or provide any warranties relating to the real estate properties from the Real Estate Professionals like sellers/landlords/brokers/developers/ lessors etc. or the services in relation to the real estate properties offered by them through the Website. The Website is a market-place where Real Estate Professionals and Users may transact.

### 5. TERMS FOR REAL ESTATE PROFESSIONALS

- (a) You agree that You will not claim or submit listings that do not belong to You. When You submit or claim a listing, You hereby agree to abide by the User T&C signed by You. Further, the listings that You submit shall be limited to the following types of real estate properties: residential plot, residential with structure, commercial/industrial plot, commercial/industrial plot with structure, agriculture land, non-agriculture land, agriculture land with structure, non-agriculture land with structure, residential flat, office premise, shop, industrial unit/gala ("**Property Listing**").
- (b) You agree to not submit and/or upload any property descriptions, photographs, financial, contact or other sensitive/ indicative information of the Property Listing, on the Website unless You have acquired and/or received all necessary rights and authorizations from the owner of such property or the power-of-attorney holder, including from the photographer and/or copyright owner of any photographs, to submit/ upload/ publish and advertise the same on the on the Website.
- (c) You shall also disclose whether the property is free from all encumbrances or not. You shall in addition also furnish a brief background of such property in respect of its title, ownership and possession, 15 Bells may also require You to

support Your claims with respect to the status of the property with such documents as may be specified by it from time to time.

- (d) You may further be required to substantiate Your claims as to the nature and status of the property by swearing an affidavit stating the authenticity of the information/data so provided/displayed and submitted by You. 15 Bells may, at its sole discretion but without any obligation, may search itself for such Property Listings and remove the one's that are alleged to have been submitted in violation of this section. In addition, 15 Bells may require additional evidence of compliance with this provision from You in case You are alleged to have submitted properties or other information/data in violation of these terms and conditions.
- (e) You agree and understand that 15 Bells will, in its sole discretion, terminate any of Your accounts, and refuse any Service to You in case of any violation of these terms and conditions. Additionally, You agree to allow the Property listing, or any part of it, to be searched, displayed, accessed, downloaded, copied, and otherwise referred to by other User's of the Website.
- (f) 15 Bells shall have the sole authority to choose the manner in which any Property Listing will be searched, displayed, accessed, downloaded, copied, and otherwise used on the Website and 15 Bells shall have the right to modify the Property Listing in the exercise of its rights under these terms and conditions.
- (g) In addition to the terms aforementioned the You agree to represent and warrant that all Property Listing and associated information provided by You will be accurate;
- (h) If You are a developer/promoter, as defined under the Real Estate (Regulation and Development) Act, 2016 ("RERA"), You represent that the project/ property i.e. Property Listing, being advertised using the medium of 15 Bells, has been duly registered with the Real Estate Regulatory Authority and satisfies all the requirements specified under the said Act.
- (i) If You are a real estate agent, as defined under the RERA, You represent that You are a duly registered real estate agent as defined under the said Act. You agree that, You will not facilitate/advertise/list the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter/developer in any planning area, which is not registered with the Real Estate Regulatory Authority. You also agree that You will not permit publication or advertisement of services, using 15 Bells as a medium, that are not intended to be offered in the real estate project.

- (j) You agree, understand and acknowledge that in any and all listings/advertisements of the real estate projects on the Website, You shall mention prominently the address of the Real Estate Regulatory Authority together with all details of the registered project have been entered along with the registration details including the registration number issued by the said Authority.
- (k) You agree that You will not use any information about the Users that is transferred to You during Your use of this Website or Services for any reason except to provide those Users with real estate services. You further agree never to use such information for any illegal or harmful purpose.
- (I) You agree that You shall not facilitate the sale or purchase of or act on behalf of any person to facilitate the sale or purchase of any Property Listing, or part of it, being sold by You, which is not registered with the Real Estate Regulatory Authority.
- (m) You shall be bound to preserve all books of accounts, records and documents that may be required to maintain as per the Act.
- (n) You shall not indulge in any unfair trade practice involving You representing that the Services available in the Property Listings shall be of a particular standard or grade. Further, You shall not represent that You or the promoter of the Property Listing shall have a particular approval or affiliation, which You or the promoter do/does not have. Also, You shall not make any false or misleading representation concerning any services offered in the Property Listing.
- (o) Furthermore, You shall not permit the publication of any advertisement in any form, which represents any Service offered at the Property Listing, which is not available therein or was not intended in the Property Listing. Moreover, You shall fulfil all Your duties and responsibilities as provided under the RERA.

# 6. RESTRICTIONS/PROHIBITIONS

In relation to the use and access of the Website its content and features, You agree and undertake not to host, display, upload, modify, publish, transmit, update or share any information that:

- (a) belongs to another person and to which You do not have any right to;
- (b) harms minors in any way:
- (c) impersonates another person;

- (d) other than when acting as a real estate developer, property manager or real estate broker list advertisements related to real estate Property Listings such as residential listings, commercial listings, rental listings and service apartment listings on the Website, upload, transmit or publish any information on behalf of a third party, including any User content of any person other than You, and more specifically, You will not impersonate another person;
- (e) upload, transmit or publish any information or material which is grossly harmful, harassing, blasphemous, threatening, abusive, obscene, derogatory (in any form), defamatory or libellous, discriminatory, racially or ethnically objectionable, contains pornography, paedophilic, invasive of another's privacy, hateful, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (f) violate the privacy or publish any personal information of any person except to the extent specifically approved by such person and only to the extent absolutely necessary to advertise such real estate property;
- (g) corrupt, interrupt, limit, destroy or otherwise impact the Website, 15 Bells computer systems or the computer systems of other Users or third party systems;
- (h) infringes on the intellectual property rights (in whatever form including but not limited to any patent, trademark, copyright or other proprietary rights) of any third party;
- (i) use the Website in any manner which is not permitted under these User T&C or in any manner which is illegal or unethical;
- (j) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (k) 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 offence or prevents investigation of any offence or is insulting any other nation;
- (I) access the Website in any unauthorized manner, including by hacking or using log in credentials of any other User; and
- (m) use the Website for any unauthorized marketing purposes or for sending any unsolicited materials.

# 7. INTELLECTUAL PROPERTY RIGHTS

The Website, the processes, and their selection and arrangement, including but not limited to the text, graphics, User interfaces, visual interfaces, sounds and music (if any), artwork and computer design code, structure, photographs of the real estate properties on the Website, arrangement of the Website Content ("Content") is owned by the Company and protected by the copyright, patent and trademark laws and other applicable intellectual property rights.

The trademarks, logos and service marks displayed on the Website ("**Marks**") are the property of the Company. You are not permitted to use the Marks without the prior written consent of the Company.

The Company owns all the intellectual property rights to the registered trademark "15bells" and variants thereof, and the domain name, including but not limited to, all rights, title and interest in the copyright, related rights, patents designs, knowhow, inventions (including pending patent), goodwill, source code, databases, text, graphics, icons and hyperlinks relating to the Content.

You acknowledge and agree that You shall not copy, download, republish, post, display, reproduce, distribute, transmit any Content through any medium without obtaining any prior written consent and authorization from the Company or the Real Estate Professionals. The access to the Website does not grant You any right to copy, download, republish, post, display, reproduce, distribute, transmit any Content.

The Company makes no warranties or representations about the intellectual property rights of the Property Listings of the real estate properties displayed on the Website. The Company under the representation and under good faith made to it by the Real Estate Professionals believe and understand the respective Real Estate Professionals to be the true owner of the intellectual property right of the respective real estate property(ies) displayed and being sold through the Website.

### 8. DATA PRIVACY

15 Bells Privacy Policy Governs Our Collection, Use, and Disclosure of Your Data: Our Privacy Policy governs our collection, use, and disclosure of Your personal information and is incorporated into these User T&C. Please read it carefully. It describes what information We collect from You and when, how and why We may create an account for You, whom We share Your information with and when and how You can opt-out or delete Your account. This is important information. By using our Services, You consent to our Privacy Policy.

### 9. LINKED SITES

The Website may contain links to other websites of interest. Such websites contain their own separate terms and conditions and privacy policy. Your access

to these websites will require acceptance of their respective terms and conditions and privacy policies.

Once You have used these third-party websites to leave our Website, We do not have any control over the third-party websites. Therefore, We do not take any liability or responsibility for the protection and privacy of any information that You provide whilst visiting such websites and Our privacy policy does not govern any third-party websites. We suggest You to exercise due caution and refer to the terms and conditions and the privacy policy of the respective third-party websites.

### 10. DISCLAIMER OF WARRANTIES

We make no representation as to the accuracy, timeliness, or completeness of the Website, the materials and the services. We periodically amend, change, add, delete, update or alter the information, including, without limitation, the User T & C, at the Website without any prior notice. Further, We assume no liability or responsibility for any errors or omissions in the content of the Website. We specifically disclaim any duty to update the information on the Website. You are responsible for verifying all information located on this Website.

All materials, information, and services included in or available through this Website (the "content") are provided "as is" and "as available" for Your use. The content is provided "as is" and without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and title.

The details provided on the relevant pages of the Website, such as images, floor plans, rates, amenities, etc. of the Property Listing are merely indicative and illustrative only and are provided for information purposes. The actual details/information shall be provided only by the relevant advertiser/lister of the particular real estate unit. The information shown on the Website is merely indicative and shall not be treated as final or conclusive for any purpose whatsoever. Further, any or all the furniture, fixtures, accessories shown in the floor plan of any real estate unit is only indicative and may/may not be a part of the actual product offering by the relevant advertiser/lister of the real estate unit. Such information/confirmation may only be sought from/provided by the relevant advertiser/lister.

15 Bells shall not be in any manner liable or responsible for:

 any loss suffered by the User due to advances and/or deposits made by them relying on the information given in the advertisement, published on the Website, by the Developer/Promoter or the Real Estate Agent, for any reason whatsoever;

- any contractual or commercial agreements / deals / transactions / negotiations are agreed to between the Users alone, 15 Bells does not warrant any authenticity of any transaction further it does not take any responsibility or liability of any transaction, You understand that 15 Bells is merely a digital platform which enables and facilitates buyers meet sellers, lessors meet lessees and vice the versa. Although 15 Bells conducts a reasonable enquiry to ensure the veracity of the Property Listings, moreover We do not in any way warrant or represent any information with respect to the Property Listings in any manner whatsoever. Therefore, We indemnify ourselves from any responsibility and any liability which may arise due to any transaction and/or from breach of any contract or agreement whether oral, written or implied taking place between the Users forthwith their registration on the Website;
- any impersonation and/or fake listing done by any User. Further, We do not stock / underwrite / deal / rent / block any immovable property directly or indirectly. The risk of dealing with people who might be acting under false pretences is solely borne by the User;
- the non-completion of the transactions on time as described on our Website;
- the content or/and context of any Comments made by any User and/or any
  information displayed by any User on the Website also of any communication
  made by any User on the Website including communications made at any
  stage using the Website as their medium for communication including any
  communication made whilst engaging with each other whether during the
  private room for Auction or at any stage with respect to any transaction;
- in case any User of the Website is desirous of conducting a site visit of the property he/she is interested in, it shall be the sole liability and duty of the advertiser to arrange for such site visits. We shall not be liable in any manner whatsoever, towards any liability and/or costs, arising out of such site visits including but not limited to non-fulfilment by the advertiser in this regard; and,
- resolving any disputes or disagreements between Users and advertisers. You
  will not hold 15 Bells or our affiliates, officers, employees, agents and
  professional advisors as a party to any such dispute.

15 Bells does not represent in any manner that:

 the accuracy and authenticity of any information, data or contents of the Website;

- the Website will be available at all times and will operate error free or that there will be uninterrupted access and service;
- the integrity of the information on the Website or information You upload will be maintained;
- We endorse any of the views of any of the Users who may have posted content;
- We have verified or provided any guarantee of the quality of services or representations made by any User of the Website;
- We have verified the credit worthiness of any User;
- We have screened or verified any of the information posted herein, unless otherwise specifically so stated on the Website; and
- the Website or any content is free from viruses or other malware.

### 11. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Company and their affiliates, parents, subsidiaries, and their respective employees, agents, contractors, officers, directors, successors and assigns from all liabilities, claims, damages and expenses, including without limitation attorneys' fees and costs, that arise from Your use or misuse of this Website, without limitation, any actual or threatened suit, demand, or claim made against Company arising out of or relating to the User Content, Your conduct, Your violation of these User T & C, or Your violation of the rights of any third party

### 12. LIMITATION OF LIABILITY

Use of this Website is at Your sole risk. While We make reasonable efforts to ensure the safety and functionality of our Website, these efforts may fail and errors may occur. IN NO EVENT SHALL THE COMPANY OR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE CONTENT OF THIS WEBSITE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, COMPUTER VIRUS OR SYSTEM FAILURE, OR LOSS OF DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS WEBSITE (OR THE CONTENT PROVIDED AT THIS WEBSITE ON ANY APPLICATION RELATED TO ANY THIRD PARTY), OR USERS' INABILITY TO USE THE CONTENT CONTAINED IN THIS WEBSITE (OR ANY OTHER APPLICATION), ON ANY THEORY OF LIABILITY. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE

CAUSED BY OR ARISING FROM YOUR RELIANCE ON THE CONTENT OF THIS WEBSITE. THESE WAIVERS APPLY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO US FOR ACCESSING THIS APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY REMEDY PROVIDED UNDER THESE USER T & C FAILS OF ITS ESSENTIAL PURPOSE.

### 13. GENERAL TERMS

<u>Termination</u>: We shall have the right immediately to terminate this Agreement with You and Your use of the Website if We determine in our sole discretion that You have breached any of these User T & C or otherwise been engaged in conduct which We determine in our sole discretion to be unacceptable. Upon termination or expiration of these User T & C, Your obligations and our rights and disclaimers survives, but Your right to use the Website immediately ceases forthwith. Any express waiver or failure to exercise promptly any right under these User T & C will not create a continuing waiver or any expectation of non-enforcement.

<u>Force Majeure</u>: In no event shall the Company be liable for any event which is beyond the reasonable control of the Company, and which makes the Company's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the given circumstances, & includes but is not limited to war, cyber attack, riots, cyber security breach, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the control of the Party invoking Force Majeure to prevent), or any such action by Government agencies. Therefore, the failure of the Company to fulfil any of its responsibilities and/or functionalities under the Website arising from any event of Force Majeure shall not be considered to be a breach by the Company of any of its functionalities provided through the Website or otherwise.

<u>Cancellation/Refund Policy:</u> While availing any of the payment method/s available on the Website, 15 Bells will not be responsible or assume any liability whatsoever in respect of any loss or damage arising directly or indirectly to You. All payments made on the Website, including payments

made towards bookings of any Property Listing, are non-refundable. In the event payment is deducted from the User's account with non-completion of the booking, the exact amount shall be refunded to the User via the same mode of payment within 5-7 working days. All commercial terms are on a principal-to-principal basis between the Buyer/Lessee and the Seller/Lessor and 15 Bells payment facility is merely used by the Buyer and the Seller to facilitate the completion of the transaction. Use of the payment facility shall not render 15 Bells liable or responsible for the non- completion, non-payment, damage, breach of representations and warranties or fraud as regards the Property Listings on this Website. The Website shall not be in any manner liable or responsible for any loss or damages suffered by any User due to advances or deposits made by them relying on the information given in the advertisement, published on this Website, by the Developer/Promoter or the Real Estate Agent, for the reason of it being incorrect.

<u>Complaints and Grievance Redressal:</u> In the event You have any complaint(s) or concerns pertaining to content and or comment or breach of these terms provided in this Website, please feel free to inform the same to the designated Grievance Officer via email at info@15bells.com.

Kindly provide Your name, email address, physical address and contact numbers so that We may be in a position to verify details or check the authenticity of the complaints.

Modification of Services: We reserve the right to modify or discontinue any Service(s) (completely or partially) from the Website, and/or any Contents, Property Listings, Information therein. Any alterations, changes or modifications will be effective immediately upon posting of the revisions to the Website or Services. You hereby waive any right You may have to receive specific notice of such changes or modifications. We will not be liable to You or any third party if We exercise this right. If You continue to use the Website or Services pursuant to the posting of changes or modifications it will confirm Your acceptance of such changes or modifications.

Dispute Resolution: Any Dispute relating in any way to Your visit to Website or to any Services availed by You through the Website (except that, to the extent You have in any manner violated or threatened to violate this Website's intellectual property rights, We may seek injunctive or other appropriate relief in any Court in India or internationally, and You consent to exclusive jurisdiction and venue in such Courts) shall to the extent possible, be settled in the first instance by prompt and good faith negotiations and through a process of mediation between both the Parties. In the event such dispute cannot be resolved through mediation within a period of 15 (fifteen) days, either Party shall, within 15 (fifteen) days from the occurrence or failure to reach agreement, give the other Party notice in writing to resolve their

disputes through arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereof. On receipt of notice, the dispute shall be then resolved through a sole arbitrator to be appointed by 15 Bells. The venue of arbitration shall be at Delhi, India, and the proceedings shall be conducted in English language.

Governing Law: The User T&C and all related transactions entered into between You and 15 Bells and any mutual claims shall be governed in accordance with the laws of India without reference to any conflict of laws principle. The courts in Delhi, India shall have the only and exclusive jurisdiction over any claim, difference, dispute or matter arising out of these User T&C and or with respect to any Service availed by You through the Website, irrespective of the country, territory and jurisdiction of Your access.

No Waiver: 15 Bells failure to exercise or enforce any right or provision of the User T&C will not be deemed to be a waiver of such right or provision.

<u>Assignment</u>: 15 Bells reserves the right to assign it's rights under these User T & C to any third party in event of any change in the ownership, management or control of 15 Bells without any such assignment being considered a change to these User T & C and without any notice to You.

<u>Notices:</u> Any notices or other communications that You wish to send to Us may be addressed to the registered office [Client to provide for the same in the 'Contact Us' hyperlink].

<u>Entire Agreement and Severability</u>: These User T&C, the Privacy Policy and any amendments and additional agreements You might enter into with 15 Bellsin connection with our Website or Services, shall constitute the entire agreement between You and 15 Bells concerning the Website or Services, and shall supersede any prior terms You had with 15 Bells regarding the Website or Services.

If any provision of these User T&C is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary and the other remaining provisions of these User T&C remain in full force and effect.

Feedback: We welcome feedback, comments and suggestions for improvements to the Services provided by Us. You can submit Feedback by emailing Us at info@15bells.com.

Contact Information: If You have any questions or suggestions regarding our User Terms and Conditions, please contact Us at 0124-4037100/info@15bells.com.

Without Prejudice Drafts for discussion purpose Only

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