

## USER AGREEMENT

**Last Updated: 14<sup>th</sup> April, 2025**

IMPORTANT: THIS USER AGREEMENT (HEREINAFTER REFERRED TO AS 'AGREEMENT') IS A LEGAL AGREEMENT BETWEEN YOU (HEREINAFTER REFERRED TO AS "YOU" "USER" or "CUSTOMER") AND HERO HOUSING FINANCE LIMITED (HEREINAFTER REFERRED TO AS "HHFL" or "COMPANY"). GOVERNING AGREEMENT FOR THE USAGE OF CHATBOT ACCESS BETWEEN 'YOU' AND "HHFL".

THIS AGREEMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORD/DOCUMENT IN VARIOUS STATUTES AS MAY BE AMENDED FROM TIME TO TIME. THIS IS A COMPUTER-GENERATED ELECTRONIC RECORD AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURE.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE AND WHILE USING THE CHATBOT (HEREINAFTER REFERRED TO AS "PLATFORM" or "BOT"). THE USE OF THIS PLATFORM AND THE CONTENT CONTAINED THEREIN IS GOVERNED BY THE FOLLOWING TERMS OF USE.

WHEN YOU USE THIS PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF USE AND THAT YOU ACCEPT AND WILL BE BOUND BY THE TERMS AND CONDITIONS HEREOF. IF YOU DO NOT AGREE TO OR WISH TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR OTHERWISE USE THIS PLATFORM.

THESE TERMS MAY BE MODIFIED FROM TIME TO TIME BY POSTING REVISED TERMS ON THIS BOT. IN ORDER TO USE THIS PLATFORM, YOU MUST FIRST READ AND ACCEPT THE TERMS OF USE.

YOUR USE OF THE PLATFORM IS ALSO GOVERNED BY OUR PRIVACY POLICY, WHICH DESCRIBES HOW WE COLLECT, USE, PROCESS AND PROTECT YOUR PERSONAL INFORMATION.

### **A. General Terms**

1. These terms and conditions ("Terms") govern the use of services provided by **HHFL** via the Platform. The Terms also include our privacy policy HHFL Website -> Policies and Codes -> Customer Data Privacy Policy and any additional guidelines, disclaimers, or policies issued from time to time ("Supplemental Terms"). The Privacy Policy and Supplemental Terms are integral parts of these Terms.
2. By accessing or using the Platform, you confirm that you have read, understood, and agree to these Terms. If you do not agree, please refrain from using the Platform.

## **B. Services**

### **1. Scope of Platform**

- The platform is designed to match the User with Broker for property transactions. The chatbot serves as an intermediary between Users seeking to buy property and Broker specializing in housing. It assists Users of the Platform in specifying their property preferences, such as location, type of property, budget, and other optional preferences. Upon gathering the necessary details, the Platform matches Users with suitable Broker (hereinafter referred to as “Behtar Broker” or “Broker”) based on the User's requirements.
- Bookings will be confirmed via WhatsApp messages.
- HHFL provides the Platform for informational and referral purposes only. HHFL does not participate in the negotiation, sale, or purchase of any property in any manner
- User has a choice to avail the Financial assistance/Loan for Property transaction from HHFL.
- Any suggestions, recommendations, or introductions made by the Platform are non-binding and subject to the User’s discretion.
- In the event the User wishes to have access/use the Platform, then the User may use the Platform in accordance with the terms and conditions attached as Annexure- A below.

### **2. Territorial Restrictions:**

The Platform is intended for use within India.

### **3. Notifications & Communications:**

By accepting this Terms and Conditions, you consent to receiving WhatsApp messages related to bookings, payments, or promotional activities. You may opt out of promotional messages by exercising your right to withdraw the consent in accordance with Company’s Privacy Policy, but this may limit your access to certain features. The user also consents to receive Company’s communications arising out of/ancillary to or in relation to this arrangement through e-mails, telephones, messages, SMS, WhatsApp or via other forms

### **4. Eligibility:**

To use the Platform, you must be at least 18 years old and provide accurate details, including your phone number.

### **5. Data Collection/Usage and sharing:**

- i. **Data Collection:-** The Company may collect personal information, including but not limited to the User’s name, contact information, and property preferences, for the purpose of facilitating the services requested via Platform.

- ii. **Data Usage:-** The User's data will be processed in accordance with the Company's Privacy Policy, which is hereby incorporated by reference.
- iii. **Third-Party Sharing:-** By accepting this Terms and Conditions, the user consents to the sharing of their personal information with Behtar Broker solely for the purpose of facilitating the services requested and with third parties for the purpose of value added services related to home buying..

#### **6. Independent Relationship:**

- i. The Behtar Broker introduced to the User via the platform operate as independent contractors. They are not employees, agents, affiliates, or representatives of the Company.
- ii. The parties while performing their respective responsibilities under this arrangement, are acting in capacity of independent contractors and neither party has the authority to make commitments, enter into contracts on behalf of other or bind or otherwise obligate the other in any manner whatsoever.

#### **7. No Liability for Broker Conduct:**

The Company expressly disclaims any liability for the acts, omissions, or representations of Behtar Broker, including but not limited to:

- Misrepresentation of property details.
- Fraudulent actions or negligence.
- Breach of agreements between the Broker and the User.

#### **8. User Acknowledgment and Responsibilities**

- i. **Engagement with Behtar Broker and Risk Acknowledgment:**  
The User acknowledges that engaging with Behtar Broker is at their sole discretion and assumes all risks associated with such interactions. The Company strongly advises the User to conduct independent due diligence before proceeding with any Broker or transaction.
- ii. **Account Security and Device Protection:**  
The User agrees and acknowledges that they are solely responsible for maintaining the confidentiality of their User account with the Company and for restricting access to their device.

The User is responsible for protecting their device from any harmful and destructive software, programs, or code, including viruses, which could result in a breach of the confidentiality of their User account. The User agrees to accept responsibility for all

activities that occur from their device on the Platform, including any requests made from their account.

The User agrees to notify the Company immediately of any unauthorized use of their account or any other breach of security.

- iii. **Property Purchase:-** The User acknowledges that the Company does not own or sell properties. The Company's role is limited to facilitating the introduction to Behtar Broker. The outcome of any property purchase is solely determined by the User's negotiations with the Behtar Broker.

## **9. Non-Solicitation Clause:**

You agree not to solicit services directly from the Behtar Broker listed on the Platform outside its scope.

## **10. User Obligations**

- i. **True and Accurate Information:-**The User warrants that all information provided to the Bot or the Company is true, accurate, and complete.
- ii. **Prohibited conduct:-**
  - a) Use the Bot for any unlawful, fraudulent, or deceptive purpose.
  - b) Circumvent the Bot or the Company to directly engage with Behtar Broker for purposes detrimental to the Company's interests.
  - c) Misrepresent their identity, financial capability, or intentions when engaging with the Bot or Behtar Broker.

## **11. Disclaimers and Limitations of Liability**

- i. The Company acts solely as a facilitator and is not responsible for the performance, quality, or suitability of services provided by Behtar Broker or service professionals.
- ii. The Platform and Services are provided "as-is" without warranties of any kind.
- iii. The Company's liability for claims arising from these Terms shall not exceed INR 5000.

## **12. Intellectual Property**

- i. All intellectual property related to the Platform and Services is owned by HHFL or its licensors.
- ii. Users are prohibited from copying, modifying, or distributing any part of the Platform without prior written consent.

### **13. Payment and Fees**

#### **i. Charges and Payments:**

- Payments for services given by the Behtar Broker are made directly to Behtar Broker as per the terms to be agreed between Behtar Broker and the User.
- HHFL does not charge any fees for using the platform or for facilitating transactions, from the User.

**14. Governing Laws and Jurisdiction:** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of India.

**15. Arbitration** Any dispute and/or difference or claim arising out of or pertaining to this Agreement, shall first be resolved amicably by the parties through negotiations. All the Parties /designated representatives shall cooperate in good faith and make a reasonable effort to promptly resolve such Dispute within a period of fifteen (15) days from the date of receipt of notice of the Dispute by the other Party. Any dispute which is not solved within a period of fifteen (15) days, from the day on which the Dispute arose and which a Party wishes to have resolved, the same shall be submitted to arbitration by a sole arbitrator where both Parties shall mutually decide and appoint one arbitrator. Such arbitration proceedings shall be conducted in English Language at New Delhi, India in accordance with the Arbitration & Conciliation Act 1996, and the rules made thereunder, as amended from time to time. The award passed by such arbitral tribunal in pursuance of such arbitration proceedings shall be final and binding on both parties.

User acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the or breach of any of the terms of this Agreement, misrepresentations, false warranties and / or concealment by User and that the Company shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief under law as the Company may deem fit at its sole discretion or as deemed fit by a court of competent jurisdiction.

Subject to such arbitral proceedings, courts at New Delhi shall have exclusive jurisdiction over any dispute arising out of this Agreement.

### **16. Indemnification**

- a) If any proceedings initiated against the Company by any competent authority, as a result of any default of the User, then the User shall fully indemnify and compensate the Company for any cost, liability, penalty, fine, interest, legal fees or any other such amount, as a result of such proceedings.

- b) The User shall keep the Company indemnified against any claims that any Users referred by the User and/or any other persons or entities whomsoever may make against the Company at any time in respect of or on account of any act(s) of omission and/or commission of the User/employees of the User/ other personnel of the User, which is/are contrary to and/or in breach of the terms of these TnCs and/or instructions/guidelines provided by the Company to the User; and for all losses, damages, fines, penalties, costs, and expenses which the Company may suffer and/or incur and/or become liable for on account of such claims or otherwise, including lawyers' fees and other expenses incurred by the Company for defending itself in legal proceedings and/or initiating and conducting legal proceedings.

## **17. Termination and suspension**

The Company may suspend or terminate your account or your use of the Platform at any time without notice if it suspects that any information or documents provided by you are untrue, inaccurate, outdated, or incomplete, or if it suspects a breach of the Company's Privacy Policy, as outlined on the Company's website. The Company also reserves the right to withdraw, discontinue, or stop providing the Platform at its sole discretion, and your use of the Service will automatically terminate. Upon termination, your right to access and/or use the Service ceases immediately as the User ID will be deactivated, preventing further access to the Service. Any personal information in the Company's possession will be handled in accordance with the Company's Privacy Policy.

In addition, the Company reserves the right, at its sole discretion, to suspend or terminate your access to the Platform immediately if: (a) your use of the Bot adversely impacts the Company's services or products; (b) suspension/termination is necessary to prevent harm or liability to other users or to preserve the security and integrity of the Platform; (c) the use of the Platform is fraudulent; (d) there is a breach of these terms; (e) your account is overdue or delinquent in payment obligations;

## **18. Force Majeure:**

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is caused by or due to acts of God, public enemy, war, strikes or labor disputes, floods, fires, accidents, acts of terrorism, inability to obtain sufficient labor, or any legislative, administrative or executive law, order, or requisition of the federal government or any state or municipal government or any subdivision, department or office thereof, or any other cause beyond the parties' reasonable control, including, without limitation, any power outages, loss of telephone or Internet connectivity or similar occurrences that might result from the acts or omissions of third party providers (each a "Force Majeure"), it being understood that lack of financial resources shall not to be deemed a cause beyond a party's control. Each party shall notify the other party promptly of the occurrence of any Force Majeure and carry out this Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure shall not extend the term of this Agreement.

## **ANNEXURE-A**

### **Terms and Conditions**

By agreeing to and complying with these terms ("terms"), we grant the User a non-exclusive, revocable, non-transferable, limited license to use the PLATFORM. If the User does not accept these terms, the User should not use the PLATFORM. HHFL may modify or update these terms from time to time. HHFL reserves the right to withdraw such authorization at any time. HHFL disclaims all its warranties and indemnities for the purpose of this PLATFORM, and the User agrees to waive all its claims that may arise out of or in connection with the PLATFORM hereunder.

1. The User, by accepting these terms, acknowledges and agrees that the PLATFORM offered hereunder is made available on an "As Is" or "As Available" basis. The PLATFORM may contain bugs, errors, and other problems inherent in the use of such PLATFORMS. **USER ASSUMES ALL RISKS AND ALL COSTS ASSOCIATED WITH USE OF THE PLATFORM.**
2. Notwithstanding the foregoing, the User acknowledges and agrees that the use of the PLATFORM shall be subject to these terms and privacy policy, as available at HHFL Website -> Policies and Codes -> Customer Data Privacy Policy , including any updates thereto from time to time. These terms and the privacy policy applicable shall be read together and in conjunction with each other, forming an integral part of the Agreement.
3. **LICENSE AND USE OF PLATFORM**

For availing the PLATFORM, the User hereby expressly consents and agrees to provide all information, including any applicable documents required by HHFL, if any, from time to time.

The User acknowledges and agrees that the PLATFORM provided, during the Term, is non-exclusive in nature and that HHFL shall be entitled, at all times, to deal with the PLATFORM in any manner it deems fit, which include but not limited to, Update, or Upgrades through any third party, from time to time.

At any time, the PLATFORM shall include all modifications, Updates, future or new Upgrades, additions, at the sole discretion of HHFL. It is hereby clarified that the User's continued use of the PLATFORM pursuant to any such Updates and Upgrades will be considered deemed acceptance of such Updates and Upgrades.

The license granted under these terms is only for the limited use of the PLATFORM by the User for its personal use and shall not include, without limitation, the right to:

- (a) License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the PLATFORM or the content in any way;
- (b) Circumvent or disable any security or other technical functionalities of the PLATFORM;
- (c) Modify, reproduce, or make derivative works based on the PLATFORM or the content;

- (d) Create internet "links" to the PLATFORM or "frame" or "mirror" any content on any other server or wireless or internet-based device;
- (e) Reverse engineer or access the PLATFORM for any purpose whatsoever, including without limitation, to (i) build a product using similar ideas, PLATFORMS, functions, or graphics of the PLATFORM; or (ii) to copy any ideas, PLATFORMS, functions, or graphics of the PLATFORM;
- (f) Use the PLATFORM for any purpose other than in connection with the User's internal business operations.

The provisions of this Clause (License and Use of PLATFORM) constitute a material term under these terms; the breach of which by the User shall constitute an immediate and material breach and termination hereof. The User agrees that the use of the PLATFORM, or any part thereof, by any party other than the User will not be permitted, unless specifically approved by HHFL in writing.

#### 4. **SERVICE LEVELS**

The utilization of the PLATFORM under these terms shall be measured against the service levels and standards, as established in good faith by mutual agreement between the Parties ("SLA").

(i) **Target Availability:** HHFL will use commercially reasonable efforts to make the PLATFORM available with an uptime of 95% (ninety-five percent) of each calendar month ("Target Availability")

(ii) **Exclusions:** The calculation of uptime will not include unavailability to the extent due to:

- (a) Use of the PLATFORM by the User in a manner not authorized in these terms or any other applicable documents;
- (b) General internet problems, force majeure events, or other factors outside of HHFL's reasonable control;
- (c) Users' equipment, software, network connections, or other infrastructure;
- (d) Third-party systems, acts, or omissions; or
- (e) Any Scheduled Maintenance ("Scheduled Maintenance" shall mean scheduled routine maintenance of the PLATFORM for which the User shall be notified at least two (2) hours in advance and shall not exceed eight (8) hours per week.) or reasonable emergency maintenance.

#### 5. **DISCLAIMERS OF WARRANTIES**

(i) To the extent permitted by the Applicable Laws from time to time, HHFL disclaims any and all representations and warranties that the PLATFORM provided under these



terms shall be uninterrupted, error-free and devoid of any bugs, viruses, bots or that the PLATFORM shall be provided as timely and/or secure and/or on an uninterrupted basis.

(ii) HHFL shall not be liable for any errors, omissions, interruptions, deletion of files or emails, loss of or damage to data, errors, defects, viruses, delays in operation or transmission, or any failure of performance, communication failure, or data pilferage due to the use of any data or information in respect of the PLATFORM.

## 6. Acknowledgement and Consents

**The User hereby acknowledges, consents, and agrees to the following:**

- i. The User has read and understood the Terms and Conditions (TnCs) and agrees to abide by and be bound by the same.
- ii. The User accepts the Terms and Conditions of this Agreement and acknowledges that their personal data may be held and processed by the Company to process their request at the Platform, in accordance with the Privacy Policy available <https://www.herohousingfinance.com/privacy-policy> on the Company website.
- iii. The User can withdraw this consent at any time as per the Data Privacy Policy of the Company.
- iv. The Company is not responsible for any consequences arising from inaccurate information or the User's failure to receive notifications due to the withdrawal of consent.
- v. The User has read and understood the Privacy Policy available on the Company website and consents to the processing of their personal information by the Company.
- vi. I expressly consent to and authorize Hero Housing Finance Limited ('HHFL') to collect, use, and share my Personal information with Behtar Broker on the platform, in order to match me with suitable Behtar Broker based on my property preferences and requirements.
- vii. I understand that my information will be shared with Behtar Broker who can assist me in identifying potential property transactions. By using the platform, I acknowledge that I am voluntarily providing my details to be matched with Behtar Broker, and I am interested in receiving services from them.
- viii. I agree that HHFL, its employees, and agents may contact me through electronic means or by phone to facilitate communication with the Behtar Broker, provide relevant property information, or solicit further related services.
- ix. I expressly waive any Do Not Call registrations on my phone/mobile numbers for the purpose of being contacted by HHFL or Behtar Broker for the reasons outlined above.
- x. I acknowledge that I can withdraw my consent to share my information with Behtar Broker at any time, as per the Data Privacy policy of HHFL.
- xi. **Disclaimer of Liability:** I understand that HHFL is not responsible for any risks, damages, or outcomes arising from the sharing of my information with Behtar Broker, including but not limited to inaccurate information provided by Behtar Broker or failure to fulfill property-related transactions. HHFL is not liable for any actions or decisions made by Behtar Broker and/or User.

**By Clicking, the User (including any person acting on behalf of the User) confirms that they or any other legal representative, as the case may be, has the necessary authority to accept this User Agreement and its terms on their behalf.**