

Terms of Use

Please Read Carefully

This Terms of Use agreement (this "agreement") constitutes a legal binding agreement between you and NEW MODERN BUILDWELL PVT. LTD. (the "company") regarding your use of the website <http://www.ImpactR.global> (the "site") and any services offered by the Company including but not limited to delivery of content via the site, any mobile, mobile application or internet connected device or otherwise.

This agreement contains warranty and liability disclaimers. By using this site, you accept and agree to the terms and conditions of this agreement without any reservations, modifications, additions, or deletions. If you do not agree to the Terms of Use contained in this agreement, you are not authorized to use the site. You may be denied access to the site, with or without prior notice to you if you do not comply with any provision of this agreement.

Your use of the Site and services and tools are governed by the following **Terms** as applicable to the Company including the applicable policies which are incorporated herein by way of reference. By mere use of the site, You shall be contracting with New Modern Buildwell Pvt. Ltd., the owner of the platform. These terms and conditions including the policies constitute Your binding obligations, with the Company.

When You use any of the services provided by Us through the Platform, including but not limited to, (e.g. Product Reviews, Seller Reviews), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms and shall be considered as part and parcel of this Terms.

I. Defined Terms:

Unless otherwise specified, the capitalized words shall have the meanings as defined herein below:

- "Agreement" shall mean and include the completed application form, its attachment(s) and the terms and conditions stated herein. It shall be deemed to have been executed at New Delhi.
- "Company": is defined as NEW MODERN BUILDWELL PRIVATE LIMITED ("the Company") an existing Company under the Companies Act, 1956 and having its corporate office at 819, Antriksh Bhawan, 22 K. G. Marg, New Delhi - 110001, along with its unit for the Company's website www.impactr.global
- "Date of Commencement" is the date indicating the acceptance of the application by the User to the service.
- It shall be specified by the Company in its notice to You either through e-mail or conventional mail. "Date of Termination" is the date of expiry mentioned in the notice or/and the letter of termination.

"impactr.global" is defined as the internet website of the Company at www.impactr.global.

- "Registration Data" is the database of all the particulars and information supplied by the User on initial application and subscription, including but without limiting to the User's name, telephone number, mailing address, account and email address.
- "User" is defined as an individual or corporate subscriber for the Services and the signatory, whose particulars are contained in the application form and includes his successors and permitted assignees. "User" or "You" also includes any person who access or avail this Site of the Company for the purpose of hosting, publishing, sharing, transacting, displaying or uploading information or views and includes other persons jointly participating in using the Site of the Company.
- Words referring to masculine include the feminine and the singular include the plural and vice versa as the context admits or requires; and Words importing persons includes individuals, bodies corporate and unincorporated.

II. Term:

These Terms shall continue to form a valid and binding contract between the Parties, and shall continue to be in full force and effect until the User continues to access and use the Site.

III. Services:

Company provides a number of internet-based services through its platform and shall include:

1. Posting User profile or listing for the purpose of sale/rental of property, and related property services etc.
2. Find a property through Impactr.global and its internet links.
3. Place a print advertisement in any of the group publications through the www.impactr.global site.
4. Post advertisements on impactr.global
5. Send advertisements and promotional messages through emails and messages.

The Services can be purchased through various methods of payments offered. The purchase of Services shall be additionally governed by specific policies of sale, like subscription fees, payment and Refund policy, cancellation policy etc.

IV. Authorized users

- In order to use the site, mobile application or any other services, you must be at least 18 years of age. You hereby represent and warrant to the Company that (i) you have read and understood, and that you agree to be bound by, this agreement and (ii) you are at least 18 years old. If you do not agree to, or cannot comply with, any of these terms and conditions of this agreement, please do not attempt to access this site.
- Registration. We reserve the right to restrict certain areas of information on this site or mobile application to our approved registered users. In the event that any area of the site requires you to register with us prior to our granting you access to such areas of the site, you agree to provide truthful information, including but not limited to a member name and password as well as your name, address, telephone number, valid email address and/or related to other people to us (the "account information"). You agree to provide accurate account information and to update your account information as necessary to keep it accurate. You are solely responsible for maintaining the confidentiality of your member name and password. You agree to notify us immediately of any unauthorized use of your member name, password, information related to the other people or account. The Company will not be responsible for any losses arising out of the unauthorized use of your account and you agree to keep indemnify and hold harmless the Company, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for any improper, unauthorized or illegal uses of your account.

V. License to use the site

- Grant of license. The Company grants to you a limited, non-exclusive, non-transferable license to access and use the site in accordance with the terms and conditions set forth in this agreement. The Company reserves all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws. Any use of the site not specifically permitted under this agreement is strictly prohibited.
- Restrictions. You agree that you will not: (i) use the site to reproduce, transmit, display or distribute copyrighted material in any medium or via any method without Company's express written permission; (ii) copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided on this site; or (iii) use our site in any way that violates the terms of this agreement. The site is owned by New Modern Buildwell Pvt. Ltd. and is protected by copyright laws. You will not sublicense, assign, or transfer the license granted to you under this agreement. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations in violation of the provisions of this agreement is void.

V. Other restrictions

You agree that you will not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) engage in spamming, flooding,

harvesting of e-mail addresses or other personal information, spidering, screen scraping, database scraping, or any other activity with the purpose of obtaining lists of users or any other information, including specifically, property listings available through the site; (c) send chain letters or pyramid schemes via the site; or (d) attempt to gain unauthorized access to other computer systems through the site. You agree that you will not use the site in any manner that could damage, disable, overburden, or impair the site or interfere with any other party's use and enjoyment of the site.

VI. Charge Back Policy

- Payment for service once subscribed to by the subscriber, is not refundable and any amount paid shall stand appropriated.
- Refund if any will be at the sole discretion of the Company only.
- User acknowledges and agrees that the Company at its sole discretion and without prejudice to other rights and remedies that it may have under the applicable laws, shall be entitled to set off the amount paid by a subscriber/user, against any amount(s) payable by user to the Company under any other agreement or commercial relationship towards other products/services.
- The Company offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Subscribers card/bank accounts. This is on account of the multiplicity of organizations involved in processing of online transactions, the problems with Internet infrastructure currently available and working days/holidays of financial institutions

VII. Cancellation

Company shall reserve the exclusive right to cancel any content whatsoever from being published or reflected on its website or in any other mode. The cancellation charges payable to the User shall be at the applicable rates laid down in the cancellation and refund policy.

VIII. Security

Transactions on the Site are secure and protected. Any information entered by the User when transacting on the Site is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by the Company / Site in any manner. This information is supplied by the User directly to the relevant payment

gateway which is authorized to handle the information provided, and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

To protect the secrecy of user identification and/or password the User shall take all such measures as may be necessary (including but without limiting to changing his password from time to time and shall not reveal the same to any other person(s)).

Since a user identification is necessary to access the Service; the User shall use only his own user identification.

It is agreed by the User that he acquires no rights to any mailbox number or/and the User identification or/and circuit reference or/and any codes assigned to him by the Company. The User further agrees that except as otherwise proved herein, the Company reserves the right to change or/and re-assign the same to the User, at its sole discretion without being liable to the User for any kind of damages or/and relief or/and any other consequence/s.

In the event of theft or/and loss of User identification or/and password or/and security word, the User shall notify the Company immediately via telephone or/and concurrently in person provide the Company with a written notice to the same effect. The User shall remain liable for use of the Services by any third party until such theft or loss is notified to the Company.

The password and username being made available to the customer shall be used only by the organization named by the customer and the employee of the organization. The User shall take all necessary pre-cautions to prevent unauthorized access or/and leakage of username or/and password being provided by the Company to him.

The User shall not use any software to automatically download or/and extract either a complete or/and partial listing from Impactr.global database without prior consent from Impactr in writing.

IX. Obligations and Representations of User/Subscriber

To provide accurate, complete and correct registration data on initial application for the Services.

The User agrees that any data entered on the Site will be subject to mandatory verification process by the Company.

Any and all licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the Service shall be obtained by the User at his own cost. User will ensure compliance with all notices or instructions given by the Company from time to time to enable the use of the Service.

The User understands and agrees that the User is responsible for all applicable taxes and for all costs that are incurred in using the Site service(s).

The User shall be solely responsible for all information retrieved, stored and transmitted by him.

The User shall keep confidential and not disclose to any person the User's password and user identification and all activities and transmission performed by the User through his user identification.

The User shall be responsible for all the activities that occur his/its display name and password.

The User agrees to immediately notify the Company of any unauthorized use / breach of his/its password or account and ensure to exit from the account at the end of each session.

The User shall immediately notify the Company of any un-authorized use of the User's account or any other breach of security known to the User.

The User shall promptly make the payment to the Company towards the Subscription Fees as and when it becomes payable.

The User shall be responsible for the set-up or configuration of his equipment for access to the Services.

The User agrees that any data entered into herein can and shall be saved, used and commercially exploited by NMBPL as deemed fit by them.

The User shall give out to the Company a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable right (through multiple tiers) to exercise all copyright and publicity rights, in any existing or future media, known or unknown, over the material or User Data displayed in your listings. For the purpose of this Agreement, "User Data" shall mean all information (if any) submitted by the User on impactr.global with the exception of trading data, credit card numbers, checking account numbers, etc. "Individually Identifiable User Data" shall mean that subset of "User Data" which can be reasonably used to identify a specific individual such as their name, address, phone number, etc. The User Data shall be deemed to be the property of impactr.global. The User shall take all reasonable efforts to ensure that it is accurate and complete and not misleading in any.

The User will indemnify NEW MODERN BUILDWELL PRIVATE LIMITED for any action or claim committed/made by any third party resulting from any information posted on the Site by the User or/and anybody else on his behalf and account.

The User is solely responsible for any data entered on the Site. The User who has entered the data is fully responsible for any wrong data entered and shall be liable for any and all action(s) taken by third party (whether civil/criminal). The Company however shall endeavour to use the best industry practice, of weeding out all wrong data/ false data entered by the User and undertakes to withdraw all such data within reasonable time after verifying the complaint.

User of the website agrees to indemnify and keep NEW MODERN BUILDWELL PRIVATE LIMITED indemnified from any wrong/false data entered into and hereby warrants and covenants that all data entered into the website is true and correct and belongs exclusively to him/it and not to any other third party.

X. Prohibited Actions

The User is restrained from allowing any person other than the authorized person(s) named in the application form to use the Service

The User undertakes not to resell or assign his/its rights or obligations under these Terms & Conditions. User also agrees not to make any unauthorized commercial use of the Service.

The User shall use the Service only for the purpose for which it is subscribed.

The User shall comply with all applicable laws (and shall not contravene any applicable law) of India relating to the Services, including any regulation made pursuant thereto.

The User shall not print, download, duplicate or otherwise copy, delete, vary or amend or use any data or personal information posted by any User on Site except such data and information which is posted by the particular User himself/itself.

The User shall not use the Service for any unlawful and fraudulent purpose including without limitation criminal purposes.

The Service shall not be used to send or receive any message, which is offensive on moral, religious, racial or political grounds or of abusive, indecent, obscene, defamatory or menacing nature.

The User is prohibited from postings any information or content on Site, which directly or indirectly cause any threat or/and harassment or/and annoyance or/and anxiety or/and any other inconvenience of whatsoever nature.

The User shall not infringe intellectual property rights of any person/party and/or retain information in any computer system or otherwise with an intention to do so.

The User agrees not to make use of anyone else's information other than as necessary to complete any transactions in which User is involved.

The User shall not violate, or attempt to violate the security of the Site and/or any web sites linked to impactr.global or gain un-authorized access any information regarded as private by other User(s) or persons, including but without limitation to accessing data and information not intended for them or logging onto a server or account which the User is not authorized to access, attempting to probe, scan or test the vulnerability of a system or network or attempting to breach security or authentication.

The User shall be prohibited to introduce, post or transmit any information or software, which contains a virus, worm or other harmful component into the internet or Site network system.

In the event that the User breaches any of the above mentioned covenants, the Company shall have the right to delete any material relating to the violations. The Company reserves the unilateral right to suspend or/and deactivate the User's access to the Site Service and/or any other related facility in case of violation of terms of use. In addition to the right to indemnity available to the Company, the Company shall have the right to recourse to any legal remedy against the User to recover the loss suffered by the Company and the harm caused to the reputation of the Company, due to such violation by the User.

The Users shall avail Services on impactr.global or any other related site for lawful purposes alone. Transmission or/and distribution or/and storage of material or/and conduct in violation of any applicable local or/and state or/and Central or/and foreign law or/and regulation is prohibited. This includes without limitation any unauthorized use of material protected by patent or/and copyright or/and trademark or/and other intellectual property right, material that is obscene or/and defamatory or/and libelous or/and constitutes an illegal threat, or/and violates rights of privacy or publicity, or/and violates export control laws. The User may use the information on our site only to the extent necessary to facilitate the related transactions.

Company strongly opposes SPAM, which floods the Internet with unwanted and unsolicited email and deteriorates the performance and availability of the impactr.global site. All forms of SPAM, or any other activities that have the effect of facilitating SPAM, are strictly prohibited.

Company also prohibits the use of another internet service to send or post SPAM to drive visitors to your site hosted on or through impactr.global site, whether or not the messages were originated by you, under your direction, or by or under the direction of a related or unrelated third party

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 Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not otherwise made available through the Platform. We reserve Our right to bar any such activity.

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.

You shall not engage in advertising to, or solicitation of, other Users of the Platform to buy or sell any services, including, but not limited to, services related to that being displayed on the Site or related to us.

The Content posted does not necessarily reflect Company views. In no event shall Company assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Site. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

You agree that You shall not host, display, upload, modify, publish, transmit, update or share any information on the Site, that-

- Belongs to another person and to which you do not have any right to;
- Is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- Harm minors in any way;
- Infringes any patent, trademark, copyright or other proprietary rights;
- Violates any law for the time being in force;
- Deceives or misleads the addressee 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;
- 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 cognisable offence or prevents investigation of any offence or is insulting any other nation
- Any Content and/ or comment/information uploaded by User/You on the Site which is non-compliant with The Information Technology Act, 2000, Rules and regulations, guidelines made thereunder, user agreement and privacy policy, as amended/re-enacted from time to time, for access or usage of Company's Services/Site/computer resource, the Company has the right to immediately terminate the access or usage rights of the User to the said Services and Site and remove/disable all information including the non-compliant information. Furthermore, the Company shall have the right to take recourse to such remedies as would be available to the Company under the applicable laws.

XI Use of Information/Data Supplied

User hereby agrees and irrevocably authorizes that the Company has the right to:

All copyright and/or know-how and/or any other related intellectual property rights to the Services of impactr.global including listings, details of Users, and any information otherwise made available to User in the Service, shall become and remain the sole and exclusive property of the Company and the User shall have no claims to the same. In the event the User has contributed any content to impactr.global in any manner whatsoever, all intellectual property rights to the same shall become the absolute property of the Company, including all intellectual property rights and the User shall have no right or claim over the same, in any manner whatsoever. In the event that the User during the term of his Agreement or any time thereafter, uses such intellectual property in any other website or related activity, the same shall be considered as an infringement of the intellectual property rights of the Company and the Company shall have the right to take recourse to whatever legal remedial action is required, in the given facts and circumstances, the costs and peril of which will lie at the end of the User.

Use for the Company's own purpose, any data or/and information supplied by the User in connection with this Agreement, and/or pass on such information to any other associated companies or selected third parties.

Retain all data or/and information supplied by the User while using the Service to remain at Impactr. global for the exclusive use of the Company in accordance with service agreement with the User, notwithstanding any termination of the Agreement or suspension of the Service to the User herein. Anything contrary to the above, unless specifically put down in writing, following the termination or suspension of the Service to the User, all such data and information shall remain in the Company's property, records and databases as the exclusive property of the Company, for all times to come.

By entering mobile number on Impactr.global while registering for an account or receiving alerts, contacting a property seller/buyer, User gives consent to Company and its partners/vendors and sub-partners/sub-vendors to send alerts, contact details, promotional SMS and promotional calls to the mobile number entered by the user, irrespective of whether the same is on the DNC list or any other such data base. In case user does not want to receive these messages on his/her mobile number, he/she shall not submit his/her mobile number with impactr.global

XII. Intellectual Property Rights

- A. Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Site's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of these Terms. All

logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Site and other distinctive brand features of the Site are the property of the Company. Furthermore, with respect to the Site created by the Company, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Site.

- B. Photos herein are the property of their respective owners and use of these images without the express written consent of the owner is prohibited
- C. Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Site's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of these Terms. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Site and other distinctive brand features of the Site are the property of the Company. Furthermore, with respect to the Site created by the Company, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Site.
- D. The site may contain third-party trademarks, service marks, graphics, and logos. You are not granted any right or license with respect to the IMPACTR trademarks or the trademarks of any third party. You hereby agree to keep indemnify and hold harmless the Company in this regard.

XIII. Submissions or other information

If you submit to us or post on the site any property listing, testimonial, comment, review, suggestion or any work of authorship (collectively a "submission") including, without limitation, submissions about any of our products or services, such submission will not be confidential or secret, and may be used by us in any manner. Please do not submit or send any submission to us that you consider contains confidential or proprietary information. No submission sent to us will be considered or treated as confidential information. We do not pre-screen submissions and we will have no obligation to read any particular submission submitted or sent to us. By submitting or sending a submission to us, you: (i) represent and warrant that the submission is original to you, that no other party has any rights thereto, and that any "moral rights" in such submission have been waived, and (ii) you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sub licensable right and license to use, reproduce, publish, distribute, display, translate, summarize, modify and adapt such submission (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, in our sole discretion, with or without your name.

XIV. Confidentiality

For the purpose of this Agreement and attachments thereto and all renewals, "Confidential Information" means all financial, commercial, technical, operational, staff, management and other information, data and know-how relating to the Project/property or to a party (the "Disclosing Party" herein the Company) or any other members of the Disclosing Party's group of companies (including, without limitation, as to products and services, assets, customers, data and database, suppliers or employees), which may be supplied to or may otherwise come into the possession of the other (the " Receiving Party ", herein the User), whether orally or in writing or in any other form, and which is confidential or proprietary in nature or otherwise expressed by the Disclosing Party or by any of its Associates to be confidential, and not generally available to the public.

The Receiving Party shall keep confidential and secret and not disclose to any third party the Confidential Information nor any part of it, except to any of the Receiving Party's Associates, if required and upon prior permission in writing from the Disclosing Party. The Receiving Party agrees to take all possible precautions with regard to protecting confidential information from any third party and shall ensure that all its Associates to whom such disclosure is made will act in accordance with the terms of this Agreement as if each of them were a party to this Agreement, and if required obtain a written statement from each of its employees/associates having access to such Proprietary Information undertaking to abide by the confidentiality conditions. All Proprietary Information shall be kept separate and exclusive and at the usual place of business (or residence as the case may be) of the Receiving Party.

Further no use, reproduction, transformation or storage of the Proprietary Information shall be made by the User without the prior written permission of the Company, except where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any competent regulatory body.

On request of the Disclosing Party made at any time, including at the time of termination of this Agreement, the Receiving Party shall deliver back to the Disclosing Party all original documents, records, data and other material in the possession, custody or control of the Receiving Party that bear or incorporate any part of the Proprietary Information. The obligations of confidentiality set out in this Agreement shall continue to be in force notwithstanding termination of this Agreement for any reason whatsoever.

All information and data submitted by the User shall become the property of the Company. However all such information shall be kept strictly confidential and the Company shall not, subject to "Violation of Terms & Conditions" clause, release any such data and information to any third party without the prior consent of the User.

The User has access to only his/its own data and information stored in the database of [impactr.global](https://www.impactr.global) (subject to prior confirmation of identity) and nothing more. The User may edit or amend such data and information from time to time.

All confidential information (including name, e-mail address etc.) voluntarily revealed by the User in chat and bulletin board areas, is done at the sole discretion and risk of the User. If such information, collected by a third party is misused or results in unsolicited messages from such third parties, then such actions are beyond the use beyond the control and liability of Company and the company accepts no responsibility or liability whatsoever for such actions

XV. Variation

The right to amend vary or change the terms and conditions contained herein and in the Services guide at any time exclusively rests with the Company.

This Agreement will be periodically updated and the Terms of Use will be changed from time to time and the changed or updated Agreement will be posted at impactr.global. The User should visit the site periodically to review the latest Terms of Use. For avoidance of any doubt, the User's continued use of the Service constitutes an affirmation and acknowledgment of the amended terms and conditions

XVI. Violation of Terms and Conditions

In the event of violation of Terms, the Company in its sole discretion may pursue any of its legal remedies, including but not limited to the immediate deletion of any offending material from its site, or/and cancellation of your account, and/or the exclusion of any person(s) who may have violated any Terms & Conditions hereto.

Company can also pursue violators with claims that they have violated various criminal and/or civil law provisions as applicable under the relevant Acts/Rules, etc. of the land. If Company believes in its sole discretion that any advertisement or/and services may create liability for Company, Company may take any actions that it believes to be prudent or necessary to minimize or/and eliminate its potential liability, including but not limited to, the release of User information. In sum, Company reserves the right to refuse service to anyone at any time, or/and to remove any listings or/and any advertisements for any reason, and without notice.

XVII. Termination

Either Party to this Agreement may terminate this Agreement by giving prior notice of 30 days in writing.

It shall be sole discretion of the Company that the period of notice of 30 days may be waived or a shorter period of notice may be accepted in writing from the User.

Notwithstanding anything contained in this clause, the Company may terminate this Agreement with immediate effect, without prior notice to the User and without assigning any reason/s whatsoever:

(a) if in the opinion of the Company, the User has breached any of the terms and conditions of this agreement or/and,

(b) if, in the opinion of the Company or/and any regulatory authority, it is not in the public interest to continue providing the Service to the User for any reason or/and,

(c) if the User is declared a bankrupt or/and the User enters into any compromise or arrangement with its creditors and further without any prejudice to any/all other rights.

XVIII. Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information in the Service or Site, is inaccurate at any time without prior notice.

We however undertake no obligation to update, amend or clarify information in the Service or Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on Site, should be taken to indicate that all information in the Service or on Site has been modified or updated.

XIX. Disclaimers

1. The site (including all of its content) is provided to you "as is" or/and on "as available" basis. The user hereby agrees that any use of this site or service is at the User's sole/own risk. To the maximum extent permitted by applicable law, the Company expressly disclaims all warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Company makes no representations, warranties or guarantees that this site will be free from loss, destruction, damage, corruption, attack, viruses, interference, hacking, or other security intrusion, and Company disclaims any liability relating thereto.

2. The Company makes no representations, warranties or guarantees that use or results of the use of the site (including all of its content) is or will be accurate, reliable, current, uninterrupted or without errors. Without prior notice, Company at its sole discretion may modify, suspend, or discontinue any aspect or feature of this site or your use of this site or services. If Company elects to modify, suspend,

or discontinue the site, under any circumstances it will not be liable to you or any third party.

3. All property listing information contained within this site is subject to the possibility of errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. Any projections, opinions, assumptions or estimates contained within this site are for example only, and such projections, opinions, assumptions or estimates may not represent current or future performance of a listed property. You and your tax and legal advisors should conduct your own investigation of any property listed on this site and any contemplated transaction concerning any property listed on this site.

4. You acknowledge that your submission of any information to us is at your own risk. The Company does not assume any liability to you with regard to any loss or liability relating to such information in any way.

5. Some of the content, products, and services available through the site may include materials that belong to third parties. You acknowledge that Company assumes no responsibility for such content, products or services.

6. The Company makes no warranty that the Services shall meet User's requirements, that the Services shall be uninterrupted or/and timely or/and secure or/and error free.

7. The User shall ensure that while using the Service, all prevailing and applicable laws, rules and regulations, directly or indirectly for the use of systems, service or equipment shall at all times, be strictly complied with by the User and the Company shall not be liable in any manner whatsoever for default of any nature regarding the same, by the User.

8. In no case shall the Company, Our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from Your use of any of the Service or any products, or for any other claim related in any way to Your use of the Service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility.

XX. Limitation of liability

In no event will Company be liable to you for indirect, general, special, incidental, consequential, exemplary or other damages (including, without limitation, damages for loss of profits, business interruption, corruption of files, loss of

business information or any other pecuniary loss) even if the Company has been advised of the possibility of such damages. No oral or written information or advice given by Company or others will create a warranty and neither you nor any third party may rely on any such information or advice.

Company shall not be liable for any and all costs, charges, expenses, etc. incurred in relation to the downloading fees by third party, airtime, ISP connection costs, etc., of which are to be borne by the user personally.

XXI. Indemnity

The user unilaterally hereby agree to indemnify and hold harmless, without objection, the Company, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any suits or claims arising out of (i) your breach of this agreement, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party; or (ii) your use or misuse of the site. User hereby releases and indemnify, or at its option and settle any third party lawsuit or proceeding brought against the Company based upon or otherwise any claim arising from the fact that the User Content, Site and/or User features infringe any copyright, trade secret or trademark of such third party and second, the Company's use of any User Content, provided that such use complies with the requirements of the Agreement and third, the User's use of the Services in any manner inconsistent with or in breach of the Agreement; and/or fourth, any claim alleging facts that would constitute a breach of User's representations and warranties made in this Agreement. Any such claim/proceeding if made directly on the User shall promptly be communicated to the Company by the User with all reasonable e information, assistance and cooperation in defending the lawsuit or proceeding. The User shall give the Company full control and sole authority over the defence and settlement of such claim. The User may join in defence with counsel of its choice at its own expense subject to the approval of the company. The User unilaterally agree to indemnify and hold harmless, without objection, the Company, its officers, directors, employees and agents from and against any claims, actions and/or demands and/or liabilities and/or losses and/or damages whatsoever arising from or resulting from their use of impactr.global or their breach of the terms of this Agreement. Indemnification shall be provided for any claim which shall arise and shall be limited to payment by the e indemnifying party ("User") of all damages and costs finally awarded for such claim, or settlement costs approved in writing by the Indemnitor (Company).

XXII. Variation

The right to amend vary or change the terms and conditions contained herein and in the Services guide at any time exclusively rests with the Company.

This Agreement will be periodically updated and the Terms of Use will be changed from time to time. The User should visit the site periodically to review the latest Terms of Use. For avoidance of any doubt, the User's continued use of the Service constitutes an affirmation and acknowledgment of the amended terms and conditions.

XXIII. General

1 You will be responsible for providing the dial-up, dsl, cable modem or other form of internet access and any other hardware and software necessary to access and use the site.

2 The Company complies with all applicable laws, including, but not limited to, privacy laws and individual state laws with respect to the sale or lease of real property. You agree that you will comply with all such laws applicable to you.

3 The Company or its business partners may present advertisements or promotional materials on or through the site. Your dealings with, or participation in promotions of, any third-party advertisers on or through the site are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion as these linked websites are not under the control of the Company and the Company is not responsible for the contents of any linked website. You agree that the Company is not 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 third party links/materials on the site.

4 If you know of, or suspect, copyright infringement, please send a notice to the Company;

7 General contact information. For questions regarding this site or your use of this site, please email us at info@impactr.global

XXIV. Notice

All notices (a) if sent to the User to the address identified on the Application Form and (b) if sent to the Company to such address as provided in writing for such notice purposes; provided, however, that all invoices and payments shall be sent to the attention of The Company's Finance department, all legal notices shall be sent to the attention of the Company's Legal Department, and all other correspondence shall be sent to the attention of the account manager specified by the Company. Notice shall be deemed given upon receipt when delivered personally and upon receiving acknowledgment / written verification of receipt from overnight courier.

Grievance Redressal Mechanism: Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email to [info@ impactr.global](mailto:info@impactr.global) or Mr. Alok Nautiyal ("Grievance Officer").

www.impactr.global

NEW MODRN BUILDWELL PVT. LIMITED

Address : 819, Antriksh Bhawan, 22, K. G. Marg, New Delhi- 110001.

Email: info@ impactr.global

Ph: 8929026545

XXV. Non-exclusive Remedy

Termination or expiration of this Agreement, in part or in whole, shall not limit either party from pursuing other remedies available to it, nor shall either party be relieved of its obligation to pay all fees that are due and owing under this Agreement through the effective date of termination. Neither party shall be liable to the other for any damages resulting solely from termination as permitted herein.

XXVI. Waiver

The failure of Company to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms & Conditions shall remain in full force and effect.

XXVII. Entire Agreement

This Agreement shall constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements, documents and or communications regarding such subject matter. This Agreement may only be modified, or/and any rights under it waived, by a written document executed by the Company only. The right to change vary or amend, however exclusively rests with the Company.

XXVIII. Governing Law & Jurisdiction

The User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the services or the terms and conditions must be filed within 30 days after such claim or cause of action or be forever barred.

All information of whatsoever nature received from the user is in good faith and is bona fide. The information is believed to be true/ correct and complies with the laws of the land.

This Agreement and any dispute or matter arising from incidental use of impactr.global is construed, enforced and governed by the laws of India and the User and the Company hereby submit to the exclusive jurisdiction of the courts at Delhi, India.

XXIX. Acknowledgement and Acceptance of Terms and Conditions

You acknowledge that you have read this agreement, understand it and will be bound by its terms and conditions. You further acknowledge that this agreement represents the complete and exclusive statement of the agreement between us and that it supersedes any proposal or prior agreement oral or written, and any other communications between us relating to the subject matter of this agreement.

XXX. Legal Metrology Disclaimer

User(s) are expressly required to indicate property area in standard unit of measurement as per Legal Metrology Act, 2009 i.e. base unit of length shall be meter. User(s) agree to the said Law. The Company shall not be liable for any infringement of said Law by the User(s).

XXXI. RERA Disclaimer

Project developers, promoters or builders and Real Estate Agent(s), are required to comply with provisions of Real Estate (Regulation and Development) Act, 2016 (said "Act") and rules & regulations made thereunder and obtain necessary registration under the said Act. It is mandatory for Project developers, promoters or builders and Real Estate Agent(s) to disclose on the Site, all material and requisite information as required under the Act. We do not guarantee that Project(s) and Real Estate Agent(s) have registered under the Act or are compliant with the same. In no event will the Company be liable for any claim made by the Users including seeking any cancellation for any of the inaccuracies in the information provided in this Site.

It is recommended and advised to refer to respective RERA website(s) to see and obtain complete information with respect to any Project/Property (which is required to be registered under RERA Act 2016) developed, built by a Developer/Promoter/Builder and/or initiated /referred to by a Real Estate Agent, before making any Buy/Sell or any other decisions.

The Company makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability or suitability with respect to the information, services or related information provided by Developer/promoter/Builder/Real Estate Agent on its Site with respect to any property or project.