

# Terrem User Agreement

## *1. Introduction*

This User Agreement ("Agreement") governs your use of the Terrem mobile app and Terrem web app ("Terrem"), owned and operated by Alpha Terra Private Limited ("Company"), a company registered under the Companies Act 2013 bearing CIN U62099TS2023PTC175817, having its registered office at P2, Sindhu Residency, Road No.12, Banjara Hills, Hyderabad, Telangana, India. By accessing or using Terrem, you agree to comply with and be bound by the following terms and conditions. If you do not agree to these terms, please do not use Terrem.

## *2. Eligibility*

To use Terrem, you must be at least 18 years old and capable of entering into a binding contract under applicable law.

## *3. Terrem App Usage*

- You expressly agree that the download, installation and use of the application and the service is at your sole risk. The application and service are provided on an "as is" and an "as available" basis. Company does not make, and hereby disclaim, any representations or warranties regarding the service and the application, express, implied or statutory, including (without limitation) implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of third party rights, or any warranties arising by course of dealing or custom of trade. The Company makes no representation or warranty that any material or content displayed on or offered through the service are accurate, complete, appropriate, reliable, or timely. we also make no representations or warranties that the application or the service will meet your requirements and/or your access to and use thereof will be uninterrupted or error-free, or that the application will be compatible or interoperable with the customer's device.
- You acknowledge that compatibility and interoperability problems of Terrem may cause the performance of your Device to diminish or fail completely, and may result in damage to such Device, including loss of the data, software and files on the Device. You acknowledge and agree that Company and its affiliates, and licensors shall have no liability to you or any third party for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.
- To the maximum extent permitted by applicable law, whether under law, contract or tort (including negligence), the Company, its licensors, suppliers, partners, affiliates or third-party service providers shall not be liable to you or any third party for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, and/or for loss of profits, revenues, data, business, production or goodwill, or for any

other form of damages in any manner arising out of or in connection with the application, the services or this agreement, regardless of the form of action or the basis of the claim or whether or not Company has been advised of the possibility of such damages. all other disclaimers available or any of the associated pages or links therein, are deemed to be incorporated herein by reference.

- You hereby agree to all risks arising out of or resulting from your transactions on or through the Terrem App.

#### *4. Account Registration*

You must create an account to use some of the features of Terrem. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

#### *5. Know Your Customer (KYC) Process*

You must complete a strict KYC process to transact on the platform. Any liability arising from falsifying KYC information is solely your responsibility.

#### *6. Fees and Payments*

The Company charges a fee for using Terrem to buy and sell properties and for any other services that Terrem may provide. The fee structure will be clearly outlined in the app and is subject to change from time to time at the sole discretion of the Company. You agree to pay all fees and charges incurred in connection with your use of Terrem. Failure to pay these fees may result in suspension or termination of your account and the Company has the right to initiate recovery of such fees from you.

#### *7. User Responsibilities*

You are solely responsible for the information you provide on Terrem. You agree to provide accurate, current, and complete information and to update such information as necessary. You must not:

- Post or transmit any false, misleading, or fraudulent information.
- Use Terrem for any illegal or unauthorized purpose.
- Violate any laws in your jurisdiction.
- Post or transmit any content that is illegal, defamatory, infringing, obscene, or otherwise objectionable.

#### *8. User Generated Content*

All user-generated content on Terrem must adhere to the terms and conditions of this Agreement. By submitting content, you grant Alpha Terra Private Limited a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content

throughout the world in any media. This includes using the content for promotion, advertising, data analytics, artificial intelligence (AI), machine learning (ML), and for any other purpose that can enhance the Terrem's performance, reach, and usability.

You represent and warrant that:

- You own or have the necessary licenses, rights, consents, and permissions to use and authorize Alpha Terra Private Limited to use all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all content you submit.
- Your content does not violate any laws or the rights of any third party, including intellectual property rights and privacy rights.

## *9. Indemnification*

You agree to indemnify, defend, and hold harmless Alpha Terra Private Limited, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of Terrem, your violation of this Agreement, or any other actions connected with your use of Terrem, including but not limited to:

- Your breach of any laws or regulations.
- Your infringement of any intellectual property or other rights of a third party.
- Your posting of illegal, defamatory, or infringing content.

The indemnification obligations shall survive the termination of this agreement and the User's use of Terrem.

## *10. Confidentiality*

You agree not to disclose any confidential information obtained from Terrem or the Company to any third party without the Company's prior written consent.

## *11. Data Collection and Privacy Policy*

- **Data Collection:** At the time you (a) register to the Terrem App application ("Software") for using the services, products and materials made available to you using the Software ("Service"), (b) make any payments related to your use of the Service, (c) download any content made available through the Service ("Content"), (d) update the Software, (e) share any information through the Software and / or (f) contact us through Company help and support channels, the Company may ask you for your personal data (such as your name, telephone number, address, date of birth, credit card details (if required as mode of payment) certain unique identifiers, and any other information or data that can be used to identify or contact you) ("Personal Data"). By registering to the Service and/or using the Software/Content, you hereby agree to be bound by the Terms of Use and the terms in this privacy policy ("Privacy Policy"). Company also may automatically receive and track certain data about your

mobile/computer/electronic device (such as your device-type, time-zone, version of the operating system or Software currently installed, and language preference) or your activity logs from the use of the Service, Software and Content, and we may create a unique device ID for you so we can recognise you. Company may collect such non-identifiable information for gathering data on what parts of the Service / Software are of most interest to Users. In some cases, Company can automatically detect your location data, but we will not use it unless you give us permission to do so. If you connect with any social networking site ("SNS"), we may also receive some data from that network (e.g. your SNS ID, name, profile picture, gender, age, locale and email address), which shall be deemed to be included within the meaning of your Personal Data. You are not required to provide the Personal Data. However, you agree that in that case we may not be able to provide you with our products or services or respond to any queries you may have.

- **Privacy Policy:** Your use of Terrem is also governed by our Privacy Policy, which is incorporated into this Agreement by reference. We collect, use, and share your information as described in the Privacy Policy, which is designed to comply with the IT Rules, 2021 and applicable data protection laws in India.
  - to identify you from time to time, as required, and to validate your use of the Services,
  - to provide you with the Services and the display of customized content, and targeted advertising both on our apps/websites and on other apps/websites that we advertise through,
  - to communicate with the Software and Services and for resolving customer service issues,
  - to determine when you link from our app/Software to one of our partner apps, so that we can monitor the level of traffic that we generate for our partner apps,
  - to ensure the technical functioning of all our products and services,
  - to protect the Software's copyright,
  - to enforce our Terms of Use,
  - to comply with laws, requests from a government bodies or courts, or to respond to litigation,
  - to enable us to use a third party to perform surveys measuring your experiences and use of our services,
  - to conduct internal auditing, data analysis, and research to improve our products and services.
  - to share your Personal Data with Company's affiliates and group companies for any of the foregoing purposes, which affiliates may also combine your Personal Data with other information in this regard.
  - to transfer user information to Company owned domains including but not limited to <https://terrem.in>, <https://alphaterra.in>

- We may share images which are taken as part of acquisition flows with Government authorities as on when mandates as part of Digital KYC/eKYC regulation.
- Images we may use for internal Audit purpose.

### *12. Compliance with IT Rules, 2021*

In accordance with the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, the Company shall:

- Publish and periodically inform users about its rules and regulations, privacy policy, and user agreement.
- Appoint a Grievance Officer and provide their contact details for addressing user complaints.
- Ensure that any information, upon receiving actual knowledge or being notified by a court or appropriate government agency, which is unlawful or violates the terms, is removed or access is disabled within the stipulated time frame.
- Retain user information for a period as required by law and cooperate with law enforcement agencies.

### *13. Security*

Terrem uses One-Time Password (OTP) and Transaction PIN to conclude transactions on the app. You are responsible for protecting your passwords, PINs, and OTPs and for securing access to your device. Terrem is not liable for transactions if your device security is compromised.

### *14. Transactions*

Terrem utilizes third-party payment gateways provided by banks, financial institutions, or fintech companies for processing payments. Terrem shall not be liable for any failed payment transactions, including but not limited to, transactions that are not processed, delayed, or incorrect. Users are advised to contact the respective payment gateway provider directly for any claims, disputes, or inquiries regarding failed or incorrect transactions. Terrem disclaims any responsibility for the performance, security, or reliability of third-party payment gateways used for transactions on the platform

### *15. Strict Policy Against Tax Evasion and Money Laundering*

Terrem has a strict policy against tax evasion and money laundering. Users must comply with all applicable tax laws and regulations and must not use Terrem for any activities related to tax evasion or money laundering. Any liability arising from such activities is solely the responsibility of the user.

## *16. Limitation of Liability*

To the maximum extent permitted by applicable law, Alpha Terra Private Limited shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use of or inability to use Terrem.
- Any unauthorized access to or use of our servers and/or any personal information stored therein.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through Terrem by any third party.

## *17. Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Hyderabad, Telangana, India.

## *18. Amendments*

The Company reserves the right to modify this Agreement at any time. We will notify you of any changes by posting the new Agreement on Terrem. Your continued use of Terrem after any such changes constitutes your acceptance of the new terms.

## *19. Severability*

Failure to enforce any right or provision of the agreement shall not be deemed a waiver of such right or provision. If any of the provision is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable, or, if such modification is not possible, the provision shall be severed from the agreement without affecting the validity or enforceability of the remaining provisions

## *20. Termination*

The Company may terminate or suspend your account and access to Terrem at any time, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Agreement. Upon termination, your right to use Terrem will immediately cease.

By using Terrem, you acknowledge that you have read, understood, and agree to be bound by this Agreement and our Privacy Policy.