Walscape Interior Solutions India LLP ("we", "our", or "us"), operates and manages <u>www.walscape.com</u> and <u>www.walscape.in</u> ("Website"). Our aim is to facilitate an affordable and high quality Interior decoration & design Services to all users for the Homes ("user", "you", or "your") by connecting each of you through our Website, to designs of your choice, or part thereof ("Services").

Terms of Use :

These terms govern your use of the Website and Services and are published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, Privacy Policy and Terms of Use for access or usage of the Website.

1. Agreement:

1.1. Please read these Terms of Use carefully and contact us if you have any questions. By visiting our Website and/or availing any of our Services, it is deemed that you have read and understood the Terms of Use and you are agreeing with the Terms of Use, as well as the Privacy Policy, which is hereby incorporated into these Terms of Use.

Note : IF YOU DO NOT AGREE WITH ANY OR ALL OF THE FOLLOWING TERMS, PLEASE DO NOT ACCESS AND/OR USE OUR WEBSITE OR OUR SERVICES.

2. Eligibility:

2.1. This Website is intended for users above 18 (eighteen) years of age .The lawful guardian of individuals below the age of 18 (eighteen) years and/or of individuals with unsound mind may use the Website or avail Services on behalf of such individuals. By visiting our Website and/or by availing our Services on behalf of an individual such as your child below the age 18 (eighteen) years or any person not capable of providing consent, or an employer, it is deemed that you are the lawful guardian of the child or are authorised by such individual or entity, as the case may be, to accept the Terms of Use on behalf of such individual or entity.

3. Refusal to provide access to Website and/or Services:

3.1. We reserve the right to refuse access to our Website and/or refuse to provide you with our Services, if:

- (a) You misbehave with any or all of the employees/staff/authorised personal of "Walscape"
- (b) You misrepresent that you are the lawful guardian of a child below the age of 18 years and or you are authorised on behalf of any person not capable of providing consent or an employer to avail our Services and/or access our Website;
- (c) You fail and/or refuse to make payments/instalments with respect to any of your Services that you have availed;
- (d) You interfere with the operation and management of "Walscape"; or

4. Use of Website:

4.1. You hereby agree and acknowledge that you will use the website for lawful and genuine purposes. You will not use the Website to harass other users or take any actions that will affect the availability or functionality of our Website or Services. You shall also not attempt to modify the features of the Website or any of its content through any source of hacking. Any unauthorized

attempts to modify or actual modification of any information stored on the Website shall result in appropriate legal action against you.

In terms of Rule 3(2) of the Information Technology (Intermediaries Guidelines) Rules, 2011, you shall not host, display, upload, modify, publish, transmit, update or share any information which:

- (a) belongs to another person and to which the user does not have any right to;
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, 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;
- (c) harm minors in any way;
- (d) infringes any patent, trademark, copyright or other proprietary rights;
- (e) violates any law for the time being in force;
- (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) impersonate another person;
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (i) 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

5. Privacy Policy:

5.1. We shall not collect, store, use, disclose and/or transfer any information including Personal Information and Sensitive Personal Information (as defined in the Privacy Policy) identifiable to you without your consent. To read and understand how we collect, store, use, disclose and/or transfer.

5.2. Please note that except as stated above, we will not share your identifiable information with any other person without your consent. However, we reserve the right to share anonymised data for the purposes we deem fit.

5.3. It is paramount and imperative that you provide accurate, truthful, correct, and authentic information during access to the website and provision of services. By submitting any information on our Website and/or by availing our Services, you represent and warrant to us that all the information provided to us, both during the registration process or anytime thereafter, is true, correct, accurate and authentic.

5.4. We shall not be responsible in any manner for the authenticity of information (including Personal Information or Sensitive Personal Information) shared by you to us or to any of our authorised personnel.

5.5. It is your responsibility to keep your email address and mobile phone number up-to-date with us so that we can communicate with you to provide Services. By providing your information and registering with, you agree to receive communications from us via e-mail, telephone, mobile short message service (SMS) and messaging apps (including but not limited to WhatsApp). If you, at any time, wish to discontinue receiving communications from us, you agree to notify us by e-mail.

6. Amendment or modification of Terms of Use:

6.1. We reserve the right to amend or modify any of the Terms of Use at any time as we deem fit. All changes to this Terms of Use will be effective immediately upon being posted on our Website. However, in order to prevent any confusion an effective date will be provided. In case of any material changes to this Terms of Use, we will notify you by e-mail and clearly post the changes on our Website. Unless we expressly notify otherwise, these Terms of Use shall incorporate and supersede any other Terms of Use associated with the Services mentioned in Scope of Work in Policies.

6.2. It is suggested that users must on a regular basis review these Terms of Use, our Privacy Policy, and any other polices that may be posted on this Website, each of which are and will be accessible through our Website.

7. Termination

7.1. This agreement shall come into effect when you visit our Website and/or avail any of our Services, and shall remain valid until your usage of the Website and/or receipt of any of our Services, or until termination of (a) Services, (b) access to the Website, or (c) Terms of Use in accordance with clause 14.2 hereunder, by us.

7.2. We reserve the right to terminate this agreement without any reason, if:

- (a) The user breaches any provisions of this Terms of Use;
- (b) If we discover that the user is under the age of 18 years; and/or
- (c) If the user of our Service has failed to provide us accurate information.

7.3. Pursuant to the termination, user's right to access the Website and/or avail Services would immediately cease to exist.

8. Intellectual property rights

All the intellectual property used on the Website shall remain our exclusive property. The materials on the Website or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.

9. Severability

If whole or any part of any provision of this Terms of Use may prove to be illegal or unenforceable in any jurisdiction and such part or any such part of any provision is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability, it shall not affect the validity or enforceability of the remainder of this agreement or enforceability of that provision in any other jurisdiction.

10. Governing Law and Dispute Resolution

10.1. This Terms of Use and any matter relating to this Terms of Use shall be exclusively governed by and construed in accordance with the laws of India and the courts of Sriganganagar (Rajasthan) shall have exclusive jurisdiction.

10.2. In case of any dispute involving but not limited to rights conferred, compensation, refunds, and other claims, then the parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of both Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to the other Party, the dispute will be resolved in the courts of Sriganganagar (Rajasthan).

11. Indemnity

User agrees to indemnify and hold Walscape Interior Solutions India LLP, its, officers, directors, employees, consultants, licensors, agents, and representatives from any and all claims, losses,

liability, damages, and/or costs (including reasonable attorney fees and costs) arising from his/her/its access to or use of Website and/or Services and in violation of this Terms of Use.

12. Survival

Even after termination, certain obligations mentioned under Disclaimer of Warranties and Limitation of Liability, Indemnity, Intellectual Property and Dispute Resolution will continue and survive termination.

13. Entire Agreement

This Terms of Use, together with the Privacy Policy, payment and refund policy appearing in this Terms of Use, and any other policy posted on the Website, represent the complete agreement between you and Walscape Interior Solutions Inida LLP concerning the subject matter hereof, and it replaces all prior oral or written communications (if any) concerning such subject matter.

14. Details of Grievance Officer

14.1. If you have any further grievances, queries, claims, complaints, in regard to this Terms of Use, you may contact the below mentioned:

Grievance Officer: Mrs. Neha Sharma

Telephone: 8239-070-741

14.2. Any grievances, queries, claims, complaints, with regard to this Terms of Use shall be answered or resolved within a period of 30 (thirty) days from the date of such receipt.

15. Additional Services and Terms

Some of the Services we offer to you may be subject to additional terms and conditions, such additional terms and conditions will be provided to you before such Services are provided.