

TERMS OF USE

PLEASE READ THESE TERMS OF USE (“**Agreement**”) CAREFULLY. BY DOWNLOADING, ACCESSING, BROWSING OR UTILIZING ANY SERVICES ON KERAKOLL CLUB, AN APPLICATION FOR MOBILE AND HANDHELD DEVICES (“**PLATFORM**”), YOU CONSENT TO BE BOUND BY THIS TERMS OF USE AND OTHER POLICIES (INCLUDING BUT NOT LIMITED TO ANY REFUND AND/OR CANCELLATION POLICY AND PRIVACY POLICY) AS POSTED ON THE PLATFORM FROM TIME TO TIME, WHICH TAKES EFFECT ON THE DATE ON WHICH YOU DOWNLOAD, INSTALL OR USE THE SERVICES, AND CREATES A LEGALLY BINDING AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, KINDLY DO NOT ACCESS OR UTILIZE THE PLATFORM AND PLEASE DELETE/REFRAIN FROM ACCESSING THE SAME.

For the purpose of these Terms of Use, wherever the context so requires, the terms “Kerakoll Club”, “we”, “us” or “our” shall mean Kerakoll India Private Limited. “You” shall mean any natural or legal person who is a “Visitor” (which means that you are merely browsing our Platform) or a “Member” or a “Buyer” (which means that you have registered with Kerakoll Club as a user). As long as You comply with these Terms of Use, We grant You a non-exclusive, non-transferable, limited right to enter and use Our Platform and services.

The website () and Kerakoll Club are owned and provided by Kerakoll India Private Limited (hereinafter “**Company**”), a company incorporated under the Companies Act, 1956 and having its registered office at [*].

Kerakoll Club is a platform that provides masons and other users incentives with other features such as product information, product selectors, coverage calculators, information in relation to events, registrations for the same, etc.. Kerakoll Club also allows the User to check their balance and redeem the points that have been accumulated.

Amendment:

We reserve the right to modify the contents of this Terms of Use from time to time, and such modification shall come into effect from us posting the modifications on our Platform. You agree to be bound by any such modification to these Terms when You use the Platform subsequent to such modification. You shall, at all times, be responsible for regularly reviewing the Terms of Use and the other policies.

Registration or use of Platform:

a. You must be 18 (eighteen) years or older to visit/register with Kerakoll Club. By registering and using the services you agree that you are eighteen years or above and you are not barred by any law to contract, and you agree to have read and accepted the terms and conditions provided herein. We are under no obligation to accept a request for registration.

b. You may access the Platform by registering to create an account (“Kerakoll Club Account”) by providing your full name and mobile number, pursuant to which you shall receive a

One Time Password (“OTP”) as an SMS on the mobile number provided and inputting the OTP on the Platform, you may become a member (“Membership”).

c. By registering Your mobile number with us, you consent to receive, via phone calls or SMS notifications subscription/service updates/information in relation to events, promotions, etc.. You have the option to "opt-out" of receiving future communications or request for Your name to be deleted from our mailing lists by contacting the email address given below. We do not guarantee that all communications sent by us will be delivered in its entirety to you. You acknowledge that You are responsible for all charges and permissions required for accessing our Platform through Your mobile network provider.

d. You agree to provide accurate and complete information about Yourself while registering on Our Platform as a Member and ensure to promptly update Your registration data to keep it up to date and complete. In the case We are unable to establish your unique identity against a valid mobile number, Your account shall be indefinitely suspended.

e. You are permitted to have only have one Kerakoll Club account at any given point in time. If you fail to comply, We reserve the right to suspend such multiple accounts without being liable for any compensation.

f. We reserve the right to disclose to third parties certain data, not including personal data, related to You. By agreeing to these terms of use, You expressly permit us to share and process your personal data for our business purposes with third parties. . If we are required to share your personal information, (1) You hereby expressly permit us to do so or (2) we are bound to share such personal information by way of any applicable law or legal process. You hereby expressly permit us to access, store, use and process your personal information and share it with our employees, agents and third parties on a need-to-know basis. You may withdraw your permission to access, use, store or process your personal data, pursuant to which we would stop processing, storing, using or accessing your personal data and erase the same and your account would stand closed.

g. We reserve the full discretion to suspend your account in the event you fail to comply with any of the terms mentioned herein and do not have any liability to share any account information whatsoever.

Services offered:

a. Kerakoll Club provides a number of internet-based services through the Platform including but not limited to redeeming points pursuant to a claim code upon the purchase of a product, check balance of the points available for you, redeem the points either for cash or gift, as provided in the gift brochure (“Gift”), register for events, provide product information, permit product selection (i.e. identifying the right product for the desired application), access to help centre, product coverage calculator, taking surveys, etc..

- b. Each product of ours that is purchased by you may contain a coupon with a claim code printed on it along with a QR code. You represent and warrant that you have purchased our product and therefore are entitled to use the claim code. The claim code is non-transferable.

- c. Upon becoming a Member, you must scan the QR code and the corresponding points shall be credited to your account.

- d. You can either redeem the points for cash at the rate of Re. 1/- per point redeemed, as per the Cash Policy or accumulate points and redeem it for a Gift, as per the Gift Policy. The Gift along with the points required to purchase the Gift is available in the Gift Policy. The MRP of the Gift may not match the number of points required to purchase the Gift.

- e. The claim code coupon must be preserved and maintained by the Buyer as evidence of points, in the event of a dispute.

- f. If in a transaction performed by You on the Platform, there is a change in points or the cash has not been received in your bank account within 7 working days, then You shall inform us by sending an e mail to our customer services e mail address mentioned hereunder.

Cash Policy:

- a. In the event that you wish to redeem the points for a cash back into your account, you will be required to provide your bank account details like name, bank name, branch details, IFSC code and account number. This information will be treated as personal information and governed by the Privacy Policy. You represent and warrant that the information provided is current and accurate. Kerakoll will not be liable for any discrepancies and consequent losses or damages.
- b. In the event that there is any misuse or theft of handheld device, you are required to inform us to suspend the account and prevent the changes of any personal information on the Platform.
- c. In the event that any KYC information or other compliance required under law is required from you to complete the cash back policy, you agree to provide the same as per the timelines mentioned.

Gift Policy:

- a. Kerakoll does not own, sell, resell on its own and/or does not control any of the products given as gifts. You understand that any Gift purchased by you shall be subject to the terms and conditions set out in these Terms of Use including, but not limited to, product availability and delivery location serviceability. In the event the Gift is unavailable or undeliverable for any reason whatsoever, you will be notified as soon as reasonably possible and the points will be returned to your account.
- b. The Gifts will be restricted to the items listed on the Platform.
- c. You consent to paying any additional costs for shipping, taxes, etc. for delivery of the Gift.
- d. Once a Gift is purchased by way of points, We do not offer any refunds against the same unless an error that is directly attributable to us has occurred during the purchase of such a Gift.
- e. Kerakoll disclaims and waives any liability arising out of any incorrect or inaccurate warranty in relation to the specifics (like description, quality, marketability, servicing, etc.) of the Gift.
- f. The images of the Gifts shown are for visual representation only and may vary from the actual product.
- g. Product warranty in relation to the Gift shall be regulated by the terms and conditions mentioned on the warranty card of respective products gifted and Kerakoll shall not be liable or responsible to the customer in for any indirect or consequential loss or damage. Kerakoll shall not be responsible or liable

for the performance of the products and does not give any warranty for its intended use.

User Conduct:

You agree, undertake and confirm that Your use of the Platform shall be strictly governed by the following binding principles:

- a. You shall not directly or indirectly do or cause any action, on the Platform, which:
 - i. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous, including a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights;
 - ii. involves commercial activities and/or sales without Kerakoll's prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes;
 - iii. provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;
 - iv. solicits passwords or personal identifying information from other Users.
 - v. harasses or advocates harassment or bullying of another person or do any act which by prudent societal standards would be construed as unacceptable behaviour'
 - vi. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
 - vii. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses or amounts to commission of a offence under any central, state or local law;
 - viii. is offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group, sect or individual;
 - ix. exploits people in a sexual or violent manner;
 - x. contains nudity, violence, pornography, sexually explicit material or offensive subject matter.
- b. You shall not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- c. You shall not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of Kerakoll.
- d. You shall not make any negative or defamatory statement(s) or comment(s) about us or our domain name or the name Kerakoll Club or engage in any conduct or action that might tarnish the image or reputation, of Kerakoll on

Platform or otherwise tarnish or dilute any Kerakoll's trade or service marks, trade name and/or goodwill associated with such trade or service marks, as may be owned or used by us.

- e. You shall not launch any "page-scrape", "deep-link", "spider", "robot", or other automatic device, program or code etc. to access, copy or monitor any portion of the Platform, to acquire or attempt to acquire any materials, documents or information through any means not intentionally available on the Platform. We reserve our right to prohibit any such activity and suspend your account immediately.
- f. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Kerakoll's systems or networks.
- g. 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.
- h. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
- i. You shall at all times ensure full compliance with the applicable provisions, as amended from time to time.

Disclaimer and Limitation of liability:

- a. Kerakoll does not warrant or represent that the material on the platform is accurate, complete or current or that the website will be free of defects or viruses.
- b. All the materials and products (including but not limited to software) and services, included on or otherwise made available to You through Platform are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing.
- c. We shall not be liable to You or anyone else for any losses or injury arising out of or relating to the information provided on the Platform. In no event will we or our employees, affiliates, authors or agents be liable to you or any third party for any decision made or action taken by your reliance on the content contained herein.
- d. You acknowledge that third party services may be available on the Platform. We may have formed partnerships or alliances with some of these third parties from time to time in order to facilitate the provision of certain services to you. However, you acknowledge and agree that at no time are we making any representation or warranty regarding any third party's services or products nor will we be liable to you or any third party for any consequences or claims arising from or in connection with such third

party including, and not limited to, any liability or responsibility for, death, injury or impairment experienced by you or any third party. You hereby disclaim and waive any rights and claims you may have against us with respect to third party's / merchants services.

- e. In no event shall Kerakoll be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from:
- i. the use or the inability to use the Platform, services , products or Gift
 - ii. unauthorized access to or alteration of the user's transmissions or data
 - iii. breach of conditions, representations or warranties by the manufacturer of the Gift or the products displayed on the Platform.
 - iv. any other matter relating to the services including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Platform or service. Kerakoll shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform. Any material and/or data downloaded from the Platform is solely at Your own discretion and risk and You will be solely responsible (i) for any damage to your mobile, laptop, computer or any electronic device on which the App is accessed, or (ii) for loss of data that results from such download. To the maximum extent that is permissible under law, Kerakoll's liability shall be limited to an amount or Rs. 100/-

Waiver of liability:

You agree and acknowledge that no delay or decision not to enforce rights under this Agreement will constitute a waiver of the right to do so and will not affect rights in relation to any subsequent breach.

You agree and acknowledge that We will, however, not be liable for any loss or damage (in contract, negligence or otherwise) where:

- a. There is no breach of a legal duty of care owed to you by us;
- b. The loss or damage is not a reasonably foreseeable result of any such breach; or
- c. Any loss or damage or increase in loss or damage results from a breach by you of these terms and conditions.
- d. Kerakoll or its directors shall not be liable for any indirect, consequential or other damages caused to the user.

Third party rights:

Nothing in this Agreement is intended to nor shall confer a benefit on any third party and any person who is not a party to this Agreement has no rights to enforce them.

Theft of handheld device or suspected misuse of your account by a third party:

In the event that you have lost your handheld device or suspect or have reason to believe that a third party has had unauthorised access to your account, you shall inform us immediately of the same and your account shall be temporarily

suspended. We shall attempt to provide a fresh password and keep your information as safe as practicably possible.

Indemnity:

You shall indemnify and hold harmless Kerakoll, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable legal fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

Intellectual Property Rights:

All materials on our Platforms, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, “Proprietary Information”) are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Kerakoll. You acknowledge and agree that all content on our Platforms is made available for limited, non- commercial, personal use only. Except as specifically provided herein or elsewhere in our Platforms, no Proprietary Information may be copied, reproduced, republished, sold, downloaded, posted, transmitted or distributed in any way, or otherwise used for any purpose, by any person or entity, without Our prior express written permission. You may not add, delete, distort, or otherwise modify the Proprietary Information. Any unauthorized attempt to modify any Proprietary Information, to defeat or circumvent any security features, or to utilize our Platforms or any part of the Proprietary Information for any purpose other than its intended purposes is strictly prohibited and would invite strict legal action by us.

Notification of errors:

If you encounter any error while viewing any content on our Platform, kindly notify us of the same at the earliest either by mail or phone.

Termination:

- a. If at any time you wish to terminate your registration as a Member, kindly notify us of your intention by sending us a mail to the e-mail id given hereunder.
- b. Kerakoll reserves the right to suspend or terminate your use of Kerakoll Club, if we believe, in our sole and absolute discretion that you have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Use or anyway otherwise acted unethically. In such an event, all points that have been accumulated by you shall stand forfeited and you shall not be entitled to any compensation or redemption of any accumulated points.

Jurisdiction & governing law

Kerakoll makes no representation that materials in the Platform are appropriate or available for use in other locations/countries other than India or conditions

different from the information provided by You. In the event the Platform is accessed from outside India, it shall be deemed that the cause of action in any dispute under this Agreement has arisen in India.

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, applicable authorities at Hyderabad. The Courts in Mumbai shall have exclusive jurisdiction to try and entertain any dispute arising out of the these Terms of Use Agreement.

Force Majeure

Kerakoll shall not be liable and to the extent, that the performance or delay in performance of any of its obligations are prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control and without the fault or negligence of Kerakoll, including but not limited to change in legislation, fire, flood, explosion, epidemic, pandemic, government initiated lockout, accident, act of God, war, riot, strike, lockout, traffic blockade or other concerted act of workmen and/or act of Government.

Severability

If any of these Terms of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be effective, then to the extent and within the jurisdiction where that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

About us

Please contact us for any inquiries, questions or comments regarding this Platform