

## USER AGREEMENT

**Last Updated: 25.02.26**

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

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

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

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

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

YOUR USE OF THE PLATFORM IS ALSO GOVERNED BY OUR BEHTAR BROKER PRIVACY NOTICE, VAS PRIVACY NOTICE, & HHFL PRIVACY POLICY, WHICH DESCRIBES HOW WE PROCESS (INCLUDING COLLECT, USE, DELETION) AND PROTECT YOUR PERSONAL INFORMATION.

### A. General Terms

1. These terms and conditions (“Terms”) govern the use of services provided by **HHFL** via the Platform. The Terms also include our Behtar Broker Privacy Notice, Value Added Service (as defined below) Privacy Notice, & HHFL Privacy Policy <https://www.herohousingfinance.com/privacy-policy> and any additional guidelines, disclaimers, or policies issued from time to time (“Supplemental Terms”). The Behtar Broker Privacy Notice, Value Added Service Privacy Notice, & HHFL Privacy Policy and Supplemental Terms are integral parts of these Terms.
2. The HHFL and the Customer are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.
3. By accessing or using the Platform, you confirm that you have read, understood, and agree to these Terms. If you do not agree, please refrain from using the Platform.

### B. Services

## 1. **Scope of Platform**

- i. The Platform is designed to match the User with brokers for property transactions. The chatbot serves as an intermediary between Users seeking to buy property and brokers specializing in housing. It assists Users of the Platform in specifying their property preferences, such as location, type of property, budget, and other optional preferences. Upon gathering the necessary details, the Platform matches Users with suitable brokers/ “Behtar Broker” based on the User's requirements.
- ii. The Platform may facilitate access to certain ancillary value-added services (“**VAS**”) to the User, including without limitation property legal verification and lifestyle services such as Vaastu consultation and interior design, intended solely to support the User’s home-buying decision. All VAS are provided and fulfilled exclusively by externally empanelled third-party vendors (“**VAS Vendors**”) who may issue their independent reports directly to the User. These VAS are entirely optional, availed at the User’s sole discretion, and are not a prerequisite or condition for availing any loan/product/service offered by HHFL.
- iii. Bookings will be confirmed via WhatsApp messages. Payment terms will be specified at the time of confirmation.
- iv. HHFL provides the Platform for informational and referral purposes only. HHFL does not participate in the negotiation, sale, or purchase of any property in any manner.
- v. Any suggestions, recommendations, or introductions made by the Platform are non-binding and subject to the User’s discretion. In the event the User wishes to have access/ use the Platform, then the User may use the Platform in accordance with the terms and conditions attached as Annexure- A below.

## 2. **Territorial Restrictions:**

The Platform is intended for use within India.

## 3. **Eligibility:**

To use the Platform, you must be at least 18 years old on the date of registration.

## 4. **Independent Relationship:**

- i. The brokers introduced to the User via the Platform operate as independent contractors. They are not employees, agents, affiliates, or representatives of the Company.

- ii. HHFL and/or Behtar Broker do not itself provide VAS and are not an agent, partner, employer, guarantor or insurer of any VAS Vendor. Any VAS deliverables/reports are prepared and issued solely by the concerned VAS Vendor, which exclusively owns and is responsible for the scope, standards, pricing, quality, timelines, advice rendered and outcomes of such services. The Parties while performing their respective responsibilities under this arrangement, are acting in capacity of independent contractors and neither party has the authority to make commitments, enter into contracts on behalf of other or bind or otherwise obligate the other in any manner whatsoever.

**5. No Liability for Broker or VAS Vendor Conduct:**

- i. The Company expressly disclaims any liability for the acts, omissions, or representations of brokers and/or VAS Vendors including but not limited to:
  - Misrepresentation of property details or any other details
  - Fraudulent actions or negligence.
  - Breach of agreements between the broker/VAS Vendors and the User.
- ii. Any and all warranties (express or implied), assurances, representations, service obligations and liabilities relating to VAS, including those arising from independent consultations, reside solely with the concerned VAS Vendor. For the avoidance of doubts, HHFL and any other Hero group entity shall be exempt from such liability arising from, including but not limited to, inaccuracy, incompleteness, unsuitability or non-reliability of any VAS deliverable/reports to the maximum extent permitted by law.

**6. User Acknowledgment and Responsibilities**

**i. Engagement with brokers and VAS Vendor Risk Acknowledgment:**

The User acknowledges that engaging with brokers and VAS Vendors is at their sole discretion and assumes all risks associated with such interactions. The Company strongly advises the User to conduct independent due diligence before proceeding with any broker, VAS Vendor or transaction.

**ii. Account Security and Device Protection:**

The User agrees and acknowledges that they are solely responsible for maintaining the confidentiality of their User account with the Company and for restricting access to their device.

The User is responsible for protecting their device from any harmful and destructive software, programs, or code, including viruses, which could result in a breach of the

confidentiality of their User account. The User agrees to accept responsibility for all activities that occur from their device on the Platform, including any requests made from their account.

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

- iii. **Property Purchase:-** The User acknowledges that the Company does not own or sell properties. The Company's role is limited to facilitating the introduction to brokers and if the user desires, to provide assistance in financing. The outcome of any property purchase is solely determined by the User's negotiations with the broker.
- iv. **VAS:-** The User acknowledges that: (i) VAS are pre-purchase/decision-support offerings and do not constitute any advice or any assurance by HHFL as to title/quality/suitability/fitness of such VAS; (iii) any reliance on a VAS deliverable/report is at the User's sole risk.

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

You agree not to solicit Services directly from the broker and/or VAS Vendor listed on the Platform outside its Scope.

#### **8. User Obligations**

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

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

- i. The Company acts solely as a facilitator and is not responsible for the performance, quality, or suitability of Services provided by brokers or service professionals or VAS Vendors.
- ii. The Platform and Services are provided "as-is" without warranties of any kind on behalf of the Company.

- iii. The Company's liability for claims arising from these Terms shall not exceed INR 5000 at all times

## **10. Intellectual Property**

- i. All intellectual property related to the Platform and Services is owned by HHFL or its licensors.
- ii. Users are prohibited from copying, modifying, or distributing any part of the Platform and Services.

## **11. Payment and Fees**

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

- Payments for Services facilitated through the Platform are made directly to broker via payment links shared on WhatsApp.
- HHFL may charge a convenience fee for facilitating the Service through the platform, which will be disclosed prior to booking confirmation.

All payments for VAS shall be made directly by the User to the VAS Vendor (or its authorised payment channel). Behtar Broker and/or HHFL is not involved in the payment flow in any manner, does not collect VAS fees, and does not intermediate, process, facilitate, guarantee, or monitor any payments relating to VAS. The Pricing, taxes, invoicing, refunds/cancellations and related matters are governed by the policies of VAS Vendor's.

### **ii. Additional Charges:**

Charges may include service fees, tax ancillary costs (e.g., safety fees, warranty fees).

### **iii. Refunds:**

Payments to brokers or VAS Vendors are non-refundable unless mandated by law or specified otherwise.

### **iv. Dynamic Pricing**

Fees may vary based on demand, location, or availability. HHFL will notify you of applicable charges in such cases.

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

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

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

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

#### **14. Indemnification**

- a) If any proceedings initiated against the Company by any competent authority, as a result of any default of the User, then the User shall fully indemnify and compensate the Company for any cost, loss, liability, penalty, fine, interest, legal fees or any other such amount, as a result of such proceedings.
- b) The User shall keep the Company indemnified against any claims that any person referred by the User and/or any other persons or entities whomsoever may make against the Company at any time in respect of or on account of any act(s) of omission and/or commission of the User/employees of the User/ other personnel of the User, which is/are contrary to and/or in breach of the terms of these terms and/or instructions/guidelines provided by the Company to the User; and for all losses, damages, fines, penalties, costs, and expenses which the Company may suffer and/or incur and/or become liable for on account of such claims or otherwise, including lawyers' fees and other expenses incurred

by the Company for defending itself in legal proceedings and/or initiating and conducting legal proceedings.

## **15. Termination and Suspension**

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

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

## **16. Grievance Redressal**

For complaints or queries relating to the Behtar Broker Services, the User can contact at:

**Email:** [support@behtarbroker.com](mailto:support@behtarbroker.com)

Primary grievance redressal for VAS lies with the concerned VAS Vendor. HHFL may, at its discretion and on a reasonable-efforts basis, facilitate an escalation, but is not obliged to resolve service-level disputes between the User and a VAS Vendor. Any dispute, claim, or demand arising out of, or in connection with, VAS, including quality, delay, deficiency, negligence, misrepresentation, or IP infringement, shall be solely between the User and the relevant VAS Vendor, and HHFL shall not be a necessary or proper party.

## **17. Force Majeure:**

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is caused by or due to acts of God, public enemy, war, strikes or labor disputes, floods, fires, accidents, acts of terrorism, inability to obtain sufficient labor, or any legislative, administrative or executive law, order, or requisition of the federal

government or any state or municipal government or any subdivision, department or office thereof, or any other cause beyond the Parties' reasonable control, including, without limitation, any power outages, loss of telephone or Internet connectivity or similar occurrences that might result from the acts or omissions of third party providers (each a "Force Majeure"), it being understood that lack of financial resources shall not to be deemed a cause beyond a party's control. Each party shall notify the other party promptly of the occurrence of any Force Majeure and carry out this Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure shall not extend the term of this Agreement.

## ANNEXURE-A

### **Terms and Conditions**

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

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

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

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

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

- a) The license granted under these terms is only for the limited use of the PLATFORM by the User for its personal use and shall not include, without limitation, the right to: License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the PLATFORM or the content in any way;
- b) Circumvent or disable any security or other technical functionalities of the PLATFORM;
- c) Modify, reproduce, or make derivative works based on the PLATFORM or the content;
- d) Create internet "links" to the PLATFORM or "frame" or "mirror" any content on any other server or wireless or internet-based device;
- e) Reverse engineer or access the PLATFORM for any purpose whatsoever, including without limitation, to
  - (i) build a product using similar ideas, PLATFORMS, functions, or graphics of the PLATFORM; or
  - (ii) to copy any ideas, PLATFORMS, functions, or graphics of the PLATFORM; or
- f) Use the PLATFORM for any purpose other than in connection with the User's internal business operations.

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

#### 4. SERVICE LEVELS

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

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

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

(a) Use of the PLATFORM by the User in a manner not authorized in these terms or any other applicable documents;

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

## 5. DISCLAIMER OF WARRANTIES

- (i) To the extent permitted by the Applicable Laws from time to time, HHFL disclaims any and all representations and warranties that the PLATFORM provided under these terms shall be uninterrupted, error-free and devoid of any bugs, viruses, bots or that the PLATFORM shall be provided as timely and/or secure and/or on an uninterrupted basis.
- (ii) HHFL shall not be liable for any errors, omissions, interruptions, deletion of files or emails, loss of or damage to data, errors, defects, viruses, delays in operation or transmission, or any failure of performance, communication failure, or data pilferage due to the use of any data or information in respect of the PLATFORM.

## 6. ACKNOWLEDGEMENT AND CONSENTS

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

- i. The User has read and understood the Terms and Conditions and agrees to abide by and be bound by the same.
- ii. The User accepts the Terms and Conditions of this Agreement and acknowledges that their personal data may be held and processed by the Company to process their request at the Platform, in accordance with the Behtar Broker Privacy Notice, VAS Privacy Notice, & HHFL Privacy Policy available <https://www.herohousingfinance.com/privacy-policy> on the Company website.
- iii. The User can withdraw its consent at any time as per the Behtar Broker Privacy Notice and/or VAS Privacy Notice.
- iv. The User can modify or update the information shared with us at any time as per the Behtar Broker Privacy Notice and/or VAS Privacy Notice.

- v. The Company is not responsible for any consequences arising from inaccurate information or the User's failure to receive notifications due to the withdrawal of consent.
- vi. I understand that my information will be shared with brokers and/or VAS Vendors who can assist me in identifying potential property transactions and providing VAS services. By using the platform, I acknowledge that I am voluntarily providing my details to be matched with such brokers and/or VAS Vendors, and I am interested in receiving services from them.
- vii. **Disclaimer of Liability:** I understand that HHFL is not responsible for any risks, damages, or outcomes arising from the sharing of my information with brokers and/or VAS Vendors, including but not limited to inaccurate information provided by brokers and/or VAS Vendors or failure to fulfill property-related transactions. HHFL is not liable for any actions or decisions made by brokers/VAS Vendors and/or User.

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