

# **TERMS AND CONDITIONS**

You must carefully read and understand these terms and conditions before downloading, installing and using the CONSTROWISE mobile or desktop application ("Platform") which is licensed to and operated by GOLDENKEYPMC PRIVATE LIMITED having its registered office at GOLDENKEYPMC PRIVATE LIMITED, 1<sup>st</sup> Floor, Lilly Book Centre, Assumption College junction, Changanacherry, Kottayam District, Kerala, India. Pincode-686101 ("Constrowise", "We" and "Us"). We insist that You spend time reading these Terms and Privacy Policy and let Us know at [mail@constrowise.com](mailto:mail@constrowise.com), if You have any questions regarding the same. We will try our best to answer Your queries. For the purpose of these terms and conditions, any reference to "Constrowise" shall include its affiliates, parent company (GOLDENKEYPMC PRIVATE LIMITED) and sister concerns. These terms and conditions ("Terms") as well as the Privacy Policy, the User Agreement and all other applicable laws and regulations govern Your access and use of the Platform, irrespective of whether you are a registered user or a visitor (which means that you simply browse the platform without limitation, through a mobile or other wireless device, or otherwise use the Platform without being registered). The terminologies "You", "Your", "User" And "Users" shall be read in context, and shall refer to You. By using or accessing or downloading the Platform to view content by You, You agree to be bound by these terms. In case of an organization, company or branch of government, You represent and warrant that You have the authority to legally bind Your company or organization and Your company or organization will be bound by the obligations and restrictions of these terms. Any and all references herein to 'You' or 'Your' will include Your company or organization. If You do not agree to the terms or do not have the authority to bind Your organization or company to these terms, then do not access, avail, download or use the app. It is understood that this terms and conditions shall constitute an agreement between you and "Constrowise".

## **1. About the App**

CONSTROWISE is an online interactive platform for the Construction and Real Estate industry. At present we are providing mobile application or desktop application or software or technology that allows You to view content aggregated from different sources ("Content"). You can also explore, search, view, like and share the Content with third parties via social media platforms and emails. However, we may modify, redesign and include numerous features related to construction and real estate industry in the near future.

## **2. Eligibility**

Use and access to the Platform is available to all persons who can be legally bound by contract and who are not disqualified or declared incompetent under the Indian Contract Act, 1872. If You are a minor i.e. under the age of 18 years, You shall not register as a User of the Platform and shall not access or use the App. As a minor if You wish to access or use the App, such access or use may be made by Your legal guardian or parents on the App. "Constrowise" reserves the right to terminate such use and/ or refuse to provide You with access to the Platform if it is brought to "Constrowise" notice or if it is discovered that You are under the age of 18 years.

### **3. Term and Termination**

These Terms, and any posted revision, shall remain in full force and effect while you use the Platform and certain provisions may continue to apply even after termination. You may terminate this Agreement by uninstalling or deleting the Platform at any time, for any reason. "Constrowise" may terminate this Agreement by deleting Your account or profile without assigning any reasons whatsoever. On termination of this Agreement, all of Your Profile Content and other information may be deleted. However, certain details are maintained with us for archival and legal purposes. "Constrowise" reserves the right to change these Terms from time to time. If You do not agree to any such changes, You have the discretion to discontinue from accessing, availing or using the App. Continued access or use of the Platform following notice of any such changes will indicate Your acknowledgement of such changes and You will be bound by such revised Terms.

### **4. Communications**

When You use the Platform or send emails or other data, information or communication to "Constrowise" You agree and understand that You are communicating with "Constrowise" through electronic records and You consent to receive communications via electronic records from "Constrowise" periodically and as and when required. "Constrowise" may communicate with You by email or mobile number provided by You in Your communications or at the time of registration or by any other mode of communication, electronic or otherwise. However, "Constrowise" does not assure any confidentiality or security of information provided to "Constrowise" from Your side.

### **5. Your License and Use of the App**

5.1 You will download and install the Constrowise App from Google Play Store /App Store for using it. You will also download and update the relevant latest versions of the App and any relevant updates provided by Us to avail continued access to the App.

5.2 While the App is available to You free of cost, We may amend these Terms and impose a cost on the App in future. We will make all efforts to give you prior notice in case We do charge for availability or use of the App by You.

5.3 You will use the App only for such purposes as is permitted by

(a) this Agreement; and

(b) any law, regulation or generally accepted practices or guidelines applicable in the country of which You are a citizen, in which You are a resident or from where You use the App.

5.4 For any content you create using the App, You grant Us a limited, non-exclusive, transferable, assignable license to use the same in accordance with the terms and conditions, privacy policy, content regulation policy, any other policy of Us and any agreement executed by You and Us, and such a license will include a right to sub-license.

5.5 For Your use of the App, "Constrowise" grants You a limited, non-exclusive, non-transferable right to install and use the App on Your android device. However, You shall not copy the App or any of its components, except for the purpose of making a single archival back up copy.

5.6 "Constrowise" also grants You a non-exclusive, non-transferable license to access such content on the App which is owned by "Constrowise" For using any content owned by a third party, You still require a license from such third party, We don't license such content to You and Your use of content owned by a third party is governed by applicable terms and conditions prescribed by such third party.

## **6. Proprietary Rights in Content**

6.1 According to Section 79(2) and 79(3) of the IT Act and compliance with the IT (Intermediary Guidelines) Rules, 2011, “Constrowise” have no editorial responsibility for the content on our platforms. This is because “Constrowise” would be classified as ‘intermediaries’ under Section 2(w) of the IT Act. Content on “Constrowise” platforms would therefore be third-party content, protected by the safe harbour of Section 79. Section 79 of the IT Act provides that an intermediary shall not be liable for any third-party content hosted on their platform.

6.2 “Constrowise” and its affiliates hold no responsibility for the materials contained in the Content or in accuracy of the Content accessible by You through Your use of the App. You acknowledge that the Platform is merely an intermediary/ enabling technology that allows You to search for and access the Content. In no event shall “Constrowise” or its affiliates assume or have any responsibility or liability for the Content accessible by use of the Platform or for any claims, damages or losses resulting from the use of the Content.

6.3 You acknowledge and concede that the Content accessible by use of the Platform is the property of the relevant content providers and are the subject of proprietary and other rights of such content providers including any Intellectual Property Rights. You are not permitted to distribute, download/use/access, transmit, republish, display, sell, license or otherwise communicate the Content to the public in any manner except via the features provided in the App.

## **7. Activity Prohibited**

You agree, undertake and confirm that Your use of the Platform shall be strictly governed by, including but not limited to the following:

- i. You shall not alter or modify any part of the Platform and/or use the Platform for any illegal purpose.
- ii. You shall not reformat or frame any portion of any web page that is part of the App.
- iii. You shall not collect or harvest or attempt to collect personal data, or any other kind of information about other Users, including without limitation, through spidering or any form of scraping.
- iv. You shall not post advertisements, promotions or solicitations of business or solicit Users or post spam or any other form of solicitation or spam; post or transmit any communication or solicitation designed or intended to obtain the password, account or private information from any other User.
- v. You shall not deliberately impersonate another person, whether real or fictional or otherwise misrepresent Your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person impersonate other Users or otherwise fake Your identity.
- vi. You shall not rent, sell or transfer or lease or offer to sell or transfer access to the Platform and/or any “Constrowise” account or permit any third parties to use Your name and password, or any Content on the App.
- vii. You shall not resell or commercially use the Platform or any of its Content, or download or copy account information for the benefit of Yourself or any third-party. The Platform is for personal use only and may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose.
- viii. You shall not authorize any third party to use Your account.

ix. You shall not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law or regulation; or use the Platform for any illegal or unauthorized purpose; You agree to comply with all local laws applicable to Your conduct and the content and information, including hyperlinks, that You upload, store, share or transmit using the App.

x. You shall not alter or remove, attempt to alter or remove any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Platform or on any Content appearing on the App. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, content, music, text, page layout, or form) of "Constrowise" and our affiliates or other Users. You may not use any meta-tags or any other "hidden text" utilizing "Constrowise" name or trademarks without the express written consent of "Constrowise". Any unauthorized use terminates the permission or license granted by "Constrowise". You may not use any "Constrowise" logo/ "goldenkeypmc" logo or other proprietary graphic or trademark as part of the link without "Constrowise" advance express written permission.

xi. You shall not employ scraping or similar techniques to aggregate, repurpose, adapt, copy, republish, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit the Content except via the features provided in the App.

xii. You shall not, permit any third party to, copy or adapt the object code of the App, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the App, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to Content.

xiii. You shall not transmit any viruses, worms, defects, Trojan horse, cancel bots, spyware, other items of a contaminating or destructive nature, adware, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology harmful code, flood pings, malware, bot, time bomb, worm, or other harmful or malicious component, which or might overburden, impair or disrupt the Platform or networks forming part of, or connected to, the App, or which does or might restrict or inhibit any other User's use and enjoyment of the App.

xiv. You shall not stalk, exploit, threaten, abuse or otherwise harass another User, or any "Constrowise" employee.

xv. You shall not violate, circumvent or attempt to violate or circumvent any data security measures employed by "Constrowise"; access or attempt to access data or materials which are not intended for Your use; log into, or attempt to log into, an account which You are not authorized to access; attempt to scan or test the vulnerability of "Constrowise" server, system or network or attempt to breach "Constrowise" data security or authentication procedures; attempt to interfere with the Platform by any means including, without limitation, hacking "Constrowise" servers or systems, submitting a virus, overloading, mail-bombing or crashing. insult, harass, threaten, molest or intimidate other Users.

xvi. You shall not use any robot, spider, offline readers, site search and/or retrieval application, or other device to retrieve or index any portion of the App, with the exception of public search engines; use any robot, spider, scraper or other automated means to access, analyze or copy the Platform and/or information (whether our information or other User's information).

xvii. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from

time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Service Tax, Central Excise, Custom Duty, Local Levies). xviii. You agree to comply with the above conditions and acknowledge that “Constrowise” has the right, in its sole discretion, to terminate Your account or take action as in our sole discretion is necessary if You breach any of the above conditions or any of the other provisions of this Terms.

xix. You understand that “Constrowise” has the right at all times to disclose any information (including the identity of the persons providing information or materials on App) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order. In addition, “Constrowise” may (and You hereby expressly authorize “Constrowise” to) disclose any information about You to law enforcement or other government officials, as “Constrowise” in its sole discretion, believes necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury; Throughout these Terms, “Constrowise” prior written consent means a communication coming from “Constrowise” Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization.

## **8. Third Party Content**

8.1. The Platform may provide access to third-party websites that are not owned or controlled by “Constrowise”. “Constrowise” is not responsible for any third-party Content, applications, services, advertisements, and/or links that may be contained in the App.

8.2 The Platform may provide access to third-party games, quizzes, and other such activities requiring skill, for which prizes may be awarded by the concerned third-party. “Constrowise” does not own or control these third-party games or other activities, and does not control or undertake any liability for declaring results or awarding prizes.

8.3 If You have any complaints or concerns regarding third-party content or third-party activities on the app, You agree to report your complaints through the takedown process. You further agree and acknowledge that “Constrowise” will handle Your complaints in accordance with its Takedown Policy and the applicable law.

8.4. You shall not copy reproduce, republish, upload, post, publicly display, encode, translate, transmit, download or distribute the Platform or any Content in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise. “Constrowise” shall have all the rights to take necessary action and claim damages in case of any violation. Such action may also involve terminating Your permission to use the Platform by deleting Your Account.

8.5. You may use general information about the Platform expressly permitted, provided that You

- (1) do not remove any proprietary notice language in all copies of such documents,
- (2) use such Content only for Your personal, non-commercial informational purpose unless agreed otherwise through an agreement and do not copy or post such Content on any networked computer or broadcast it in any media,
- (3) make no modifications to any such Content, and
- (4) do not make any additional representations or warranties relating to such documents.

## **9. The following terms are applicable to Content made available through YouTube API Services**

9.1 Content accessed and made available on the Platform through the YouTube API Services has been auto-aggregated using the API Services, and Constrowise is not in any manner involved in the creation, editing or selection of the Content. If you view or click on such Content, You acknowledge and understand clicking on the content will redirect You to the original publisher's YouTube channel/page. Except where specifically authorised, You are restricted from modifying, copying, reproducing, republishing, uploading, posting, transmitting or distributing in any way any Content from YouTube displayed on this site including code and software.

9.2 You agree that, if you view or click on YouTube Content available on the Platform, You agree to the terms of the following:

[Constrowise Terms and Conditions](#)

[Constrowise Privacy Policy](#)

[Google Privacy Policy](#)

[YouTube Terms of Service](#) and

9.3 You agree that the external links provided along with the YouTube generated Content do not constitute an endorsement or approval by "Constrowise" of any such Content or the original publisher, including but not limited to a corporation or organization or individual. "Constrowise" bears no responsibility or liability for the Content or legality of the YouTube channel or page or for that of subsequent links. Please contact YouTube directly for any queries or complaints regarding its Content.

## **10. Representations and Warranties**

10.1. This Platform and the Content under it are provided by "Constrowise" "as is" and on an "as available" basis and "Constrowise" and their officers, directors, employees, and agents make no warranties and hereby disclaim any express or implied warranties, including, but not limited to, the implied warranties (collectively, "warranties") of merchantability and fitness for a particular purpose are disclaimed. In no event shall "Constrowise" be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this App, even if advised of the possibility of such damage.

10.2. You agree that Your use of the Platform shall be at Your sole risk. To the fullest extent permitted by law, "Constrowise" disclaims all warranties, express or implied, in connection with the use of the App.

10.3. "Constrowise" makes no representations or guarantee that the Platform will be free from loss, destruction, damage, any unauthorized access to or use of "Constrowise" secure servers and/or any and all personal information and/or financial information stored therein, corruption, attack, any interruption or cessation of transmission to or from the App, any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Platform by any third party, and/or any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any of the Content accessible via the App. "Constrowise" does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services or any hyperlinked services or featured in any banner or other advertising, and "Constrowise" will not be a party to or in any

way be responsible for monitoring any transaction between You and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, You should use Your best judgment and exercise caution, interference, personal injury or property damage, of any nature whatsoever, resulting from Your access to and use of the App, hacking, or other security intrusion, and “Constrowise” disclaims any liability relating thereto.

10.4. “Constrowise” makes no guarantees, representations, or warranties that use or results of the use of the Platform will be accurate, timely, reliable, uninterrupted, or without errors. Without prior notice, “Constrowise” may modify, suspend, or discontinue any part or all of the Platform or Your use of the App. In such event, “Constrowise” will not be liable to You or any third party.

10.5. “Constrowise” makes no guarantees, representations, or warranties that Content accessible through the Platform by the User or the links provided by third parties will be free of viruses or similar contamination or destructive features. You agree that You assume all risk as to the quality and performance of the Platform and the accuracy and completeness of the Content.

10.6. You understand that You may encounter offensive, indecent, or other objectionable content while using the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to Your use of the App, and that the recipient may use such information to harass or injure you. “Constrowise” does not approve of such unauthorized use, but by using the Platform You acknowledge and agree that “Constrowise” is not responsible for any such illegitimate use of any personal information so obtained by others.

## **11. Privacy**

“Constrowise” may collect some of Your personal information and data while accessing, availing and/or using the App. Such information collected is only attributed to the functionality of the Platform and for no other purpose whatsoever. You may read “Constrowise” Privacy Policy.

## **12. Disclaimers**

12.1. The app, its features and content are provided "as is" and "as available", and "with all faults".

12.2. Your correspondence or business dealings with, or participation in promotions of, advertisers or activity providers found on or through the App, including payment and delivery of related products or Services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser or activity provider. “Constrowise” shall not be 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 advertisers or activity providers on the App.

12.3. “Constrowise” shall have all the rights to take necessary action and claim damages that may occur due to Your involvement/participation in any way on Your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

### **13. Intellectual Property Rights**

13.1. The copyright, trademark, patent or other intellectual property rights in the Content of the Platform (including, without limitation, all designs, logos, names, text code, processes, data, information links) are owned by "GOLDENKEYPMC PRIVATE LIMITED" or the respective third-party entities as identified in the App. No license or right is granted and Your use of and/or the Platform therein shall not constitute by implication, estoppel or otherwise, any license or right of use. As such, You shall not reproduce, transmit, republish, upload, post, perform, broadcast, adapt, parody, distribute, display, license and/or alter in whole or in part any of the foregoing in any manner without the express permission from "Constrowise".

13.2. You shall not download or encourage others to download copyrighted works, trademarks, or other proprietary information without obtaining the prior written consent of the owner of the Content. In the event of infringement "Constrowise" shall on its own sole discretion take necessary steps.

### **14. Indemnity**

14.1. You hereby agree to indemnify, defend and hold "Constrowise" and their officers, directors and employees, harmless from and against any and all damages, liabilities, costs and expenses, including attorney's fees and expenses, arising out of, incident to, or resulting directly or indirectly from the use of the Platform in a manner inconsistent with this Terms. Notwithstanding its reasonable efforts, "Constrowise" cannot take responsibility or control the Content made for access through the App.

### **15. No Liability**

15.1 To the maximum extent permitted by applicable law, in no event shall "Constrowise" or its affiliates be liable for any direct, indirect, incidental, punitive, special or consequential damages, for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever arising out of or in any way related to the use or inability to use the platform and any loss or damage arising out of or in relation to acts of god or act of third party that is beyond the control of "Constrowise" or its affiliates.

15.2. "Constrowise" or its affiliates shall not be liable for any direct or indirect damage for any data provided by the user or any violation of third-party rights of whatsoever nature, arising out of or in any manner related to the use or inability to use the app.

### **16. Law, Jurisdiction and Arbitration**

16.1. The construction of these Terms shall be determined in accordance with laws and rules in force in India and shall be subject to the exclusive jurisdiction of the Courts in Kerala and no other court.

16.2. All disputes arising under or in relation to this Terms shall be referred to arbitration before a sole arbitrator. If the Parties fail to agree on the appointment of a sole arbitrator within the time stipulated under the [Indian] Arbitration and Conciliation Act, 1996 (the "Act") the Parties shall approach the competent Court under the Act for appointment of the Sole Arbitrator. The Arbitration proceedings shall be carried out in accordance with the Act and the Rules framed there under and the place of Arbitration shall be Kerala. The arbitration proceedings shall be conducted in English/ Malayalam. The arbitrator's award shall be final and undisputable by both Parties.



## **17. Severability**

If any provision in the Terms become invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from the Terms and the remaining provisions of the Terms shall not, so far as possible, be affected by the severance.

## **18. Waiver**

The failure of "Constrowise" to enforce at any time any of the provisions of this Terms shall not be construed to be a waiver of its right, power, privilege or remedy or as a waiver of any preceding or succeeding breach on Your part to this Terms nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Terms all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to "Constrowise" at law or in equity.

## **19. Force Majeure and Act of Third Parties**

The performance of any part of this Terms by "Constrowise" and its affiliates shall be excused to the extent that such performance is hindered, delayed, or made impractical by flood, fire, war, or riot or any other cause beyond the reasonable control of "Constrowise" or act of any third party beyond the control of "Constrowise" including but not limited to hacking, data theft, unauthorised access to Your account, impersonation, fraud, misrepresentation and so on.

## **20. Modification**

"Constrowise" may update, modify, suspend, discontinue or change any part of these Terms from time to time. The Revised Terms will be posted in the Constrowise mobile application/ Constrowise website. Users are encouraged to periodically check this page to stay informed about changes to the Terms. The revised Terms will be effective from the date stated on the revised Terms. You acknowledge and agree that it is Your responsibility to review these Terms periodically and become aware of modifications. If You disagree to any of the changes to the Terms, please refrain from accessing or using the App. Your continued access or use or availing of the Platform following the posting of revised Terms will indicate Your acceptance and acknowledgement of the changes and You will be bound by it.

## **21. Survival**

These Terms, and any modifications, alterations or amendments to, shall remain in full force and effect while You use the Platform and the provisions related to Intellectual Property, Representations and Warranties, Liability, Indemnity, and all other provisions which by their nature survive the termination of the Agreement shall continue to apply even after termination of this Agreement.

## **22. Notices and Take Down Policy**

Notice is specifically given that "Constrowise" is not responsible for the Content or Advertisements accessible through the App. "Constrowise" reserves right in its sole discretion to remove and/or disable access to Content claimed to infringe third-party rights and/or terminate the accounts of the Users of the Platform who may infringe upon intellectual property or other rights of "Constrowise" and/or other third-parties. We will respond to Your reports of violations within as soon as possible by: -

- (a) Taking down such violating content; or
- (b) Suspension/blocking of the violating user's account; or
- (c) Termination of the violating users' access to the App.

Our Team's assessment of any complaints relating to content shared on the App will be limited to whether such content violates these Terms or Our own internal policies and guidelines. Such a decision will be final and binding as regards content on the App. We do not undertake any legal analysis or judgement on the nature of reported content. All notices to "Constrowise" hereunder shall be in writing and shall be duly given if delivered personally or sent by registered mail, return receipt requested, or facsimile to the following Address or emailed to the following email id:

GOLDENKEYPMC PRIVATE LIMITED,  
1<sup>st</sup> Floor, Lilly Book Centre,  
Assumption College Junction,  
Changanacherry, Kottayam District,  
Kerala, India, Pin code- 686101

Email Id: [mail@constrowise.com](mailto:mail@constrowise.com)

### **33. Content Policy**

"Constrowise" is merely an intermediary and a technology provider. The content posted on the Platform may be aggregated from various News Company websites. "Constrowise" holds no control with respect to the content, and does not warrant the correctness, validity or legality of the content. "Constrowise" expressly disclaims all warranties and shall not be liable for any violations under civil or criminal law. As the content on the Platform is not owned by "Constrowise", it is not responsible for any content posted or available on the Platform. Constrowise aggregates Construction and Real Estate News from multiple sources. We verify the facts stated in each news posts thereby ensuring their accuracy. We make sure that every news post is free from grammatical mistakes, errors and plagiarism. However, we don't assure you to provide 100% error free or plagiarism free news posts. There might be some grammatical errors or plagiarism due to human negligence or incorrect computer programming.

### **34. Copyright, Fair Use Policy and Fair Dealing Policy**

Section 52 of the Copyrights Act, 1957 provides for certain exceptions to infringement of copyright and the said provision allows limited use of copyrighted works without the permission of the copyright holder. As per Section 52(1), Fair use/fair dealing is an exemption to the exclusive right granted to the original creator of the copyrighted work. It allows "Constrowise" to use copyrighted work along with some amount of value addition to the original copyrighted work. Such value addition / transformation in the said copyrighted work shall not amount to violation of copyright of the original work as "Constrowise" reframes the original work in 60-70 words and provides a link to the original source. The news aggregation in "Constrowise" contains an Image, Headline and a short summary of around 60-70 words. "Constrowise" acknowledges the News Companies/ News Agencies/ News Publishers by giving them credit at the end of every News post. "Constrowise" also drives the user traffic to the original website of the News Companies/ News Agencies/News Publishers by providing a source link at the bottom of News posts in the form of "I" button/ Swiping left option.

If any of the News Companies/ News Agencies/ News Publishers has objections regarding usage of their content in our “Constrowise” Mobile application , they can mail to us in detail about the reasons for the objection/ opposition and submit a take-down request at [mail@constrowise.com](mailto:mail@constrowise.com).

#### **ELECTRONIC RECORD**

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is 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 for access or usage of the App.

#### **CONTACT US**

For any Clarifications, Complains, Feedback, Suggestions, Take-down requests, Sign in error and anything related to Constrowise Mobile application/website please send us a detailed email along with screenshots/ photos/ videos / pdf documents/ links/ screen records to [mail@constrowise.com](mailto:mail@constrowise.com)

#### **ACCEPTANCE OF TERMS & CONDITIONS**

I have read and understood the Terms and Conditions mentioned above and I hereby, out of my free will, unconditionally accept to be bound by the same.