

WEBSITE- TERMS AND CONDITIONS

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INTRODUCTION

- a) SAMIL is a service provider company, which facilitates disposal services by listing properties repossessed by various banks, individuals & corporate entities etc. This website is maintained by Shriram Value Services, a company incorporated under the laws of India.
- b) Use of the Website is offered to you conditioned on acceptance without modification of all the terms, conditions and notices contained in these Terms of Use, as may be posted on the Website from time to time. SAMIL at its sole discretion reserves the right not to accept a User from registering on the Website without assigning any reason thereof and SAMIL shall have the sole authority to choose the manner in which any property will be

searched, displayed, accessed, downloaded, copied, and otherwise used and shall have the right to modify the property listing at its sole discretion;

- c) You will be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by this Website, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use.

LIABILITY

The Materials made available in this Site, including Materials in linked sites directly or indirectly accessible from this Site, are provided “as is” without warranties of any kind, either express or implied, including but not limited to all implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement. We do not warrant that the Materials will be error free, nor free of viruses, defamatory, offensive, or other harmful matter. The Materials that can be accessed from linked sites are not maintained by us and we shall not be responsible for the contents thereof. Any reference to a linked site or any specific third party product or service by name does not constitute or imply its endorsement by us, and you shall be liable for all risk with respect to its use.

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CONFIDENTIALITY

You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Site and for paying all charges related thereto. When you register to open an account anywhere on the Site, or when you contact SAMIL through the Site for the purpose of receiving products or services, SAMIL may collect certain personal information about you. You agree to provide true, accurate, current, and complete information (and, for as long as you continue to use your Site account, to update such information to keep it true, accurate, current, and complete). You are responsible for maintaining the confidentiality of your Site password and

you are solely responsible for all activities that occur under your password. You agree to notify SAMIL immediately of any unauthorized use of your password or any other breach of security related to the Site. SAMIL reserves the right to require you to change your password if in the opinion of SAMIL that your password no longer is secure.

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- (a) In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law (each a "Law");
- (b) To stalk, harass, or harm another individual;
- (c) To impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- (d) To interfere with or disrupt the Site or servers or networks connected to the Site.
- (e) Use any data mining, robots, or similar data gathering or extraction methods in connection with the Site; or
- (f) Attempt to gain unauthorized access to any portion of the Site or any other accounts,

computer systems, or networks connected to the Site, whether through hacking, password mining, or any other means.

By submitting any details (“User Submission”), you represent and warrant that:

- a. You are at least 18 years old;
- b. You own all rights in your User Submissions or, alternatively, you have acquired all necessary rights in your User Submissions to enable you to grant to SAMIL the rights in your User Submissions described herein;
- c. You have paid and shall pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submissions;
- d. Your User Submissions does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- e. You voluntarily agree to waive all “moral & legal rights” that you may have in your User Submission;
- f. Any information contained in your User Submission is not known by you to be false, inaccurate, or misleading;
- g. Your User Submission does not violate any Law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- h. Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another’s privacy;

- i. You were not and will not be compensated or granted any consideration by any third party for submitting your User Submission;
- j. Your User Submission does not incorporate any infringing materials from a third party web site, or addresses, email addresses, contact information, or phone numbers (other than your own);
- k. Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- l. Your User Submission does not contain any information that you consider confidential, proprietary, or personal; and
- m. Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

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- c. Shall not misrepresent its relationship with SAMIL;

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You agree to indemnify, defend and hold harmless SAMIL, its officers, directors, employees and agents, partners, customers from any claim, cost, expense, judgment or any other loss incurred due to violation of the terms and conditions contained in this Terms of Use by You.

MISCELLANEOUS:

Governing Law:

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 the courts at Chennai.

Severability:

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

Report Abuse:

As per these Terms, User are solely responsible for every material or content uploaded on to the Website. SAMIL does not review the contents in any way before they appear on the Website. SAMIL does not verify, endorse or otherwise vouch for the contents of any user or any content generally posted or uploaded on to the Website. Users can be held legally liable for their contents and may be held legally accountable if their contents or material include, for example, defamatory comments or material protected by copyright, trademark, etc. If you come across any abuse or violation of these Terms, please report to '<https://eauctions.samil.in>'