

Terms of Use

Introduction

The domain name oswalgroup.net (hereinafter referred to as "Website") is owned by Oswal Group (the "Group" or "we" or "our" or "us", which expressions shall mean and include any entity of Oswal Group).

Any person logging on to or using the Website ("User" or "you") shall be presumed to have read the Website Terms of Use (which includes the Disclaimer and Privacy Policy, separately provided on the Website) and has unconditionally accepted the terms and conditions of use and these constitute a binding and enforceable agreement between the User and the Oswal Group.

Please read the following terms and conditions as these terms of use ("Terms") constitute a legally binding agreement between you and the Company regarding your use of the Site and/or the services provided by the Company.

1. Geographic Limitation:

The Site and/or the Services are controlled and offered by the Company from its facilities in the territory of India. The Company makes no representations that the Site or services are appropriate or available for use in other locations. If you are accessing or using the Site or services from other jurisdictions, you do so at your own risk and you are responsible for compliance with the local law. Notwithstanding the foregoing, the Site or services may contain or provide links to content hosted on the website located outside of India.

2. Eligibility:

Any person who is above 18 (eighteen) years of age and competent to contract under applicable law is eligible to access or visit the Website or fill the information in any project.

The User represents and warrants that it will be financially responsible for all of Users use of the Website (including the purchase of units in any project) and access of the Website (as well as for use of Users account by others). The Terms of Use shall be void where prohibited by applicable law, and the right to access the Website shall automatically stand revoked in such cases.

3. COLLECTION AND USE OF PERSONAL INFORMATION

For information about the Company's policies and practices regarding the collection and use of your personally identifiable information, please read the privacy policy as available on the site. The privacy policy is incorporated by reference and made part of these Terms. Thus you agree with your presence on the site and use of the services.

The Company reserves the right to disclose any information including personal details that is required to be shared, disclosed or made available to any governmental, administrative entity applicable to the Company.

The Company can further disclose your name, street address, city, state, zip code, country, phone number, email, at its sole discretion, wherever necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

We may use our registered customer's email address and other personal identifiable information to send event updates and marketing communications.

4. INTELLECTUAL PROPERTY RIGHTS

All logos, brands, trademarks, registered marks ("Marks") appearing in oswalgroup.net are the properties either owned or used under license by the Company and / or its associates. All the rights accruing from the same, statutory or otherwise and intellectual property rights totally vest with the Company and / or its associates. All rights not otherwise claimed under this Agreement or by the Company and / or its associates are hereby reserved.

The access to the Site does not confer upon the User any license or right to use these Marks and therefore the use of these Marks in any form or manner whatsoever is strictly prohibited. Any violation of the above would constitute an offence under the prevailing laws of India.

5. Information Provided

Any information provided to us we will be protected in accordance with our privacy policy separately provided on the Website or any third-party portals we are linked with.

If you use any of our portals, you are responsible for maintaining the confidentiality of your password and account and any activity that occurs in or through your account. We will not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. If you know or suspect that someone else knows your password or suspect any unauthorized use of your password, you should notify us by contacting us immediately. If we have reasons to believe that there is likely to be a breach of security or misuse of the Website, we may require you to change your password or we may suspend your account without any liability whatsoever.

You also agree and confirm that you will:

Provide accurate, current and complete information to us ("Shared Data"). Maintain and promptly update the Shared Data to keep it accurate, current and complete at all times. We reserve the right to confirm and validate the information and other details provided by you at any point of time. If you provide any information that is untrue, inaccurate, incomplete, or not current or if we have reasonable grounds to suspect that such information is not in accordance with the Terms of Use (whether fully or in part thereof), we reserve the right to indefinitely suspend or terminate your membership and refuse to provide you access to the Website.

Indemnify and keep us indemnified from and against all claims resulting from the use of any detail/information/ Shared Data that you post and/or supply to us. We shall be entitled to remove any such detail/information/ Shared Data posted by you without any prior information.

In order to ensure that we are not violating any right that you might have in your Shared Data, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights (but no other rights) that you have in the Shared Data, in any media now or in future known, with respect to your Shared Data solely to enable us to use such Shared Data you have supplied to us.

6. PROHIBITED ACTIVITIES

You agree not to host, display, upload, modify, publish, transmit, store, update or share any information or User Submissions-

- Which belongs to another person and to which the user does not have any right; is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- Infringes any patent, trademark, copyright or other proprietary rights;
- Violates any law for the time being in force;
- Deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- Impersonates another person; 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 other nation;
- Contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- Is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;
- Threatens public health or safety; promotion of cigarettes or any other tobacco products or consumption of intoxicant including alcohol and Electronic Nicotine Delivery System (ENDS) & like products that enable nicotine delivery except for the purpose & in the manner and to the extent, as may be approved under the Drugs and Cosmetics Act, 1940 and Rules made thereunder;
- Threatens critical information infrastructure; contain misleading information regarding the origin of the content.

7. Exceptions

While we will not voluntarily disclose your personal data apart from the manner set out in the Terms of Use, we may disclose such information if we are required to do so by a court order, if we are requested to do so by government or law enforcement authorities or pursuant to other legal processes, or if it becomes necessary to protect the rights or property of our Group.

8. Contact

If you have any queries in relation to the use and protection of your personal data or otherwise in relation to the Website, please contact us at info@oswalgroup.net.

It is clarified that this privacy policy and the disclaimer provided separately form an integral part of the Terms of Use of the Website and should be read in conjunction. Illegality or unenforceability of one or more Terms of Use shall not affect the legality and enforceability of the other terms on the Website.

9. Removal of Content

We reserve the right to remove any material on the Website that is unlawful, threatening, abusive, defamatory, obscene, vulgar, profane, indecent, or otherwise objectionable to us at our sole discretion.

10. Billing

You understand and acknowledge that the Company only facilitates the third-party payment gateway for processing of payment. This facility is managed by the third-party payment gateway provider and you are required to follow all the terms and conditions of such third-party payment gateway provider. You are responsible for the accuracy and authenticity of the information provided by you, including the bank account number/credit card details and the like. You agree and acknowledge that the Company shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation of any losses due to delay in processing of payment instruction or any credit card fraud.

You can file any complaint related to payment transfer on the Site and the same shall be forwarded to the concerned third party payment gateway provider for redressal.