

## **Terms of Use :**

In terms of Information Technology Act, 2000, this document is an electronic record. Being generated by a computer system it does not require any physical or digital signature. 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 of Use for access or usage of the website GoGoHut.com

The domain name **GoGoHut.com** (hereinafter referred to as "Website") is owned by Primoris Systems Private Limited, registered under the Company's Act, 2015 (hereinafter referred to as "Company" or "GoGoHut" #209 E/7 Kappikadai Bus Stop, Sathy Road, Saravanampatti Post, Coimbatore – 6410035.)

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any legitimate person who is viewing/browsing the Website and/or has agreed to avail the Services provided through the Website by providing the required information while registering on the Website.

### **1. ACCEPTANCE TO TERMS OF USE:**

The use of this Website by You is solely governed by these Terms of Use ("Terms" or "Terms of Use") and any policy/terms so mentioned by terms of reference. Browsing the Website or use of the services offered through the Website shall be taken to mean that You have read and agreed to Terms of Use so binding in You and that You are contracting with GoGoHut and have undertaken binding obligations with GoGoHut. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by Privacy Policy available at /privacy-policy, which may be amended from time to time.

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 of Terms of Use.

## **2. AMENDMENT/MODIFICATION OF TERMS/SERVICES:**

We hold the sole right to modify the Terms of Use without prior permission from You or informing You. The relationship creates on You, a duty to periodically check these Terms and stay updated on its requirements. If You continue to browse/use the Website following such a change, this is deemed as consent by You to the so amended policies.

GoGoHut, reserves its right to withdraw wholly or partly, without assigning any reason, any of Services offered through the Website with or without any notice.

## **3. SCOPE OF SERVICES:**

GoGoHut offers an array of online services including but not limited to listing of properties. You can interact with your neighbours, apartment complex accounting, registration of society, posting classified advertisements, services offered by various third party vendors ("Services"). The services offered by GoGoHut / third party vendors may be availed by both individuals and organizations such as builders or brokers. You are permitted to post your requirements / advertisements on our website as long as such posting is genuine and is in accordance with the Terms. Further, with your consent, You may authorize any person, including GoGoHut, to carry out the postings on your behalf and such postings shall also be in accordance with the Terms. You shall be solely liable for any posting done by you or by any person on your behalf or with your consent.

## **4. REGISTRATION OBLIGATION AND MEMBERSHIP:**

In order to avail the various services offered by us, you are required to register with GoGoHut. If you represent an organization and wish to use the Services for your organization, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. The membership of this website is available only to those above the age of 18 barring those Incompetent to Contract which inter alias include insolvents and the same is not allowed to minors as described by the Indian Contract Act, 1872. If you are a minor and wish to browse/use the Website, you may do so through your legal guardian and GoGoHut reserves the right to terminate your account on knowledge of you being a minor and using the membership of the Website.

Further, you are solely responsible for protecting the confidentiality of your username and password and any activity under the account will be deemed to have been done by you. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. In the event you provide us with false and inaccurate details has a valid reason to believe that false and inaccurate information has been furnished, we hold the rights to permanently suspend your account and levy penalty.

## **5. PAYMENT OBLIGATION:**

The charges/fees for the various Services offered by GoGoHut have been clearly set forth in the Website. There are both paid services and free services offered thorough the Website. The details of the Services that are offered without charges and with charges are clearly set out in Website or You may communicate with us at [adin@GoGoHut.com](mailto:adin@GoGoHut.com) to get more information. You understand that the Services offered without any charges are restricted (as per the information you may have obtained from GoGoHut or as may be seen while availing the said Services). Hence You may be required to pay the amounts, communicated by us or set forth in the Website, if you wish to avail any Services other than the free Services offered. GoGoHut reserves the right to alter/modify the amounts payable for the Services without any prior notice. The detail of cancellation and refund is provided in /public-pages/cancellation-and-refund. There will be no refund of any amounts paid by you for availing the various Services offered through the Website, except expressly stated elsewhere GoGoHut may offer certain discounts or other offers for the

various Services. The terms and conditions of the offers/discounts shall be clearly set forth in the Website and the same may be time bound and hence you may not claim any offers/discounts when the time for the same has lapsed/expired. There are specific services which are offered directly by third party vendors and the role of GoGoHut in such cases is only to post the availability of such services on our website GoGoHut will not be liable or responsible in any way for such services or the quality of such services. Any payments being made by Users do not accrue to GoGoHut and GoGoHut will not entertain any requests for clarification information / regarding such Services.

## **6. TERMS AND CONDITIONS FOR AVAILING THE SERVICES - WITHIN APARTMENT COMPLEX:**

The array of services offered by GoGoHut includes Service rendered to residents within a building/apartment complex ("Residents") to interact with their neighbours and share their knowledge of the neighbourhood. Subject to the provisions below, and to the terms of any agreement we may have with your building's owners or management or association, the following elements of the Service are available to Residents:

- User ID and password are created for each residents by apartment association
- User ID is a unique email id
- There will not be duplicate User ID ie., email id. Each property is assigned to a unique email id of resident. Eg., If a resident has more than 1 property in the same complex or other complex, residents will be requested to provide different email ids for each property that they own
- GoGoHut and / or apartment association management have full rights to terminate any users with / without prior notifications
- Users are provided with sensitive contact information like intercom numbers of neighbours residing in the complex. Users are requested to use these information for legitimate purpose
- Users using sensitive information in an inappropriate manner will be liable to criminal / civil prosecutions

- GoGoHut / its partners may advertise and provide various services. The users can use such services as per their own discretion
- GoGoHut cannot and does not guarantee the accuracy, integrity or quality of any content submitted by individual users or provided by third party. In addition, your interactions with businesses found on or through the Service, including payment and delivery of goods or services (including any food orders), and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and those businesses. In no event shall GoGoHut or your building or management be liable for any damages arising out of any interaction between you and such parties.

**a) Portal Access:**

As part of the Service, GoGoHut creates a unique Portal for each building/apartment complex. If you are a Resident of a building, we will permit you to access the entire Network for that building by using a username and password. Initially, GoGoHut will send you a password to your registered email.

Please note that only one username and password should be created per user/Resident. Username is the email id provided by the Resident.

**b) Profile Information:**

You through your association may also provide profile information such as your occupation, hometown, status, hobbies, photo, etc. By requesting an update through your association, you may update, or add this profile information via the "Profile" page. All of this information will also be subject to the terms of our Privacy Policy.

Your GoGoHut profile may not include any of the following content: telephone numbers (except where asked), any photographs containing nudity, profanity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter. Despite this prohibition, it is possible that information provided by other GoGoHut users (for instance, in their Profile) may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services in violation of these Terms of Use. Neither GoGoHut nor the residents or owners or management or association of your building assume any responsibility or liability for this material. We encourage you, however, to help us keep your portal clean by contacting us if you notice any misuse of the Service. We reserve the right to remove any such inappropriate content posted in your Network without any notice to you.

**c) Notices; Messages; Community Forums:**

The Website will contain notice board where you may post notices for other Residents to see. Please note that, if you post a notice, the first name or nickname that you have provided will be displayed with that notice.

Although we reserve the right to verify your information, we do not assume any obligation to do so. We cannot, and do not, guarantee that each person who claims to be a resident of your building actually is a resident of your building.

We are not obligated to pre-screen or monitor any messages or bulletin boards or notice board or advertisement, but do reserve the right to do so, and to remove any message from the Website in our discretion. We may also forward offensive or unlawful content to law enforcement authorities or to your building's management or owners. In the event of any claim on GoGoHut on account of any messages posted by you, GoGoHut will not be liable for the same and You shall indemnify GoGoHut in this regard.

## **7. REGULATION OF USAGE OF WEBSITE:**

The User agrees and undertakes not to reverse engineer, modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.

You agree not to use the Website (including, without limitation, any Services you may obtain through your use of the Website):

- in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- to stalk, harass, or harm another individual or organization;
- to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- to interfere with or disrupt the Website or servers or networks connected to the Website.

Without limiting the foregoing, you may not list or sell any prohibited / banned items in the Market Place.

You agree not to submit any property descriptions, photographs, financial, contact or other information contained in each Property's data to the Website unless You have acquired received all necessary rights and authorizations from the owner of such property or the power-of-attorney holder, including from the photographer and/or copyright owner of any photographs, to publish and advertise the said property(s) on the Website. Photographs with any watermark are prohibited.

## **8. TERMINATION OF REGISTRATION:**

Without limiting any other remedies, GoGoHut may terminate your account if (a) you are found or suspected to have engaged in fraudulent activity in connection with the use of our Services, (b) we are of the opinion that you have breached these Terms or such other reasons as deemed fit by GoGoHut with or without assigning any reasons/evidence thereof.

## **9. COMMUNICATION FROM GOGO HUT:**

As part of the Services offered to registered members, we may need to communicate with you via e-mail (see our Privacy Policy to learn more about communications). You agree to receive e-mails which are specific to your account and necessary for the normal functioning of the Services, including one or more welcome e-mails which help inform new users about various features of the Services. By becoming a registered member of GoGoHut and/or using the Services, you agree to receive certain communication from GoGoHut. You hereby confirm that, you do not have any objection to receiving emails, messages (SMS or any other mode) calls from GoGoHut, its group companies, affiliates and subsidiaries. This consent shall supersede any preferences set by you with or registration done with the Do Not Disturb (DND Register)/ National Customer Preference Register (NCPR).

We may also send Residents occasional e-mail bulletins encouraging them to log in to the Network or take advantage of various features or offers, unless such Residents have opted not to receive these e-mails. These e-mails may also contain neighbourhood information, tips and suggestions or any other offer provided by third party. GoGoHut does not take any responsibility of the validity of any of these offers. If we make these e-mails available to Residents in your Network, you will be able to opt in or out of these e-mails at any time by updating your preferences through your "Settings" page.

## **10. Information for Users/Service Providers:**

Because certain areas of the Website are designed to help Users discover new rental or purchasing opportunities, you may browse some sections of the portal for any apartment complex/building on the Website, even if you have not yet registered. However, you will not be able to read or post any reviews or ratings in these sections unless you have logged in as a Resident of that Portal's building. GoGoHut will not make available any of the information which could be private to any apartment to public users without notifying users of the network. However authority of deciding upon a piece of information to be private stays with GoGoHut.



## **11. INTELLECTUAL PROPERTY RIGHTS:**

All logos, brands, trademarks and service marks ("Marks") appearing in Website are the properties either owned or used under license by GoGoHut. All rights accruing from the same, statutory or otherwise wholly vest with GoGoHut. The access to this Website does not confer upon you any license or right to use in respect of 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.

GoGoHut respects the Intellectual Property Rights of all, it has and will continue to adhere to all the laws applicable in India in this respect. GoGoHut shall respect the Intellectual Property Rights of the users as well as third parties. In a case where a User/s are found to be using Website as a platform to infringe the Intellectual Property Rights of others, GoGoHut will be free to terminate the said User/s account forthwith without any notice to the user.

## **12. DISCLAIMER OF WARRANTIES:**

ALL INFORMATION AND SERVICES PROVIDED BY THE COMPANY THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GOGO HUT DOES NOT WARRANT THAT THE SERVICES OFFERED ARE FREE OF ERRORS OR MISTAKES. GOGO HUT DOES NOT WARRANT OR REPRESENT THAT DEFECTS OR LIMITATIONS IN THE SERVICES WILL BE CORRECTED. NOR DOES THE GOGO HUT WARRANT OR REPRESENT THAT THE SERVICES SHALL BE AVAILABLE CONTINUOUSLY. CERTAIN EXTENUATING CIRCUMSTANCES MAY CAUSE THE SERVICES TO BE INTERRUPTED. GOGO HUT PROVIDES NO REMEDIES FOR SUCH SERVICE INTERRUPTIONS. IN ADDITION, GOGO HUT PROVIDES NO REMEDIES FOR ANY LOSS OF DATA RESULTING FROM USE OF THE SERVICES.

GOGO HUT SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE OF ANY KIND (CONSEQUENTIAL, DIRECT, INCIDENTAL, HARDWARE, SOFTWARE OR ANY OTHER) DUE TO ACCESS, DOWNLOAD OR USAGE OF CONTENTS FROM THE WEBSITE. THE CONTENT OF THE WEBSITE COULD INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CONTENT IS FREQUENTLY UPDATED WITH REFERENCE TO IMPROVEMENTS AND CORRECTIONS WITHOUT NOTICE.

### **13. Whistleblowing:**

GoGoHut reserves the right to publish property details with Your consent that have been furnished by You. However, should there be a situation where Your consent was not obtained, You would be required to contact GoGoHut immediately. Discussing this on any public or social forum is prohibited and a legal penalty will be applicable if this is found. Any feedback regarding correction of details has to be communicated to GoGoHut immediately. GoGoHut can be contacted on [contactus@GoGoHut.com](mailto:contactus@GoGoHut.com) or [support@GoGoHut.com](mailto:support@GoGoHut.com) or at Our office address #209 E/7 Kappikadai Bus Stop, Sathy Road, Saravanampatti Post, Coimbatore – 6410035.

### **14. NO LIABILITY:**

Unless explicitly stated in any part of the Website, we are not involved in the actual transactions between buyers and sellers of any goods or services or any users posting any information/listings on the Website. We absolutely have no control over the quality, safety or legality of the items or services advertised, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to buy items offered through the Website. We cannot and do not control whether or not sellers will complete the sale of items they offer or buyers will complete the purchase of items they have committed to buy. In addition, note that there are risks of dealing with people acting under false pretense. We expect that you will use caution when using the Website. You understand and agree that we do not guarantee the accuracy or legitimacy of any listing, leads, posting, information by other users. You further agree that we are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use

of the Website or as a result of any sale, purchase of goods and services with other users of the Website. GoGoHut is not liable in any manner to any third party/User for any content/listing, posted by the Users on the Website.

GoGoHut reserves, in a manner consistent with reasonable commercial business practices, the right to remove all or any part of the properties and/or other goods and services posted on any part of the Website without prior notice.

#### **15. INDEMNIFICATION:**

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

#### **16. LINKS TO THIRD PARTY SITES:**

The Website may provide links to web sites and access to content, products and services from third parties, including users, advertisers, affiliates and sponsors of the Website. You agree that GoGoHut is not responsible for the availability/accuracy of content including but not limited to opinions, advice, statements and advertisements provided on third party web sites and You shall bear all risks associated with the use of such content and for acting upon such content. You are requested to peruse the policies posted by respective web sites regarding privacy policy and terms of use before usage of the said third party web sites. GoGoHut is not responsible for any loss or damage of any sort You may incur from usage of contents of third party websites. GoGoHut makes no representations or warranties as to the functioning of any third party website. A link to a third party web site from the Website does not constitute endorsement by GoGoHut of the owner of the other site, the content of its site, or its products or services.

## **17. GOVERNING LAW:**

By accessing the Website you agree that the laws prevailing in India shall be the governing laws in all matters relating to these Terms.

## **18. JURISDICTION:**

Courts at Coimbatore, India alone shall have the exclusive jurisdiction in all matters relating to the use of these Terms, irrespective of the territory and jurisdiction of your access to the Website.

You agree to inform us if you come across any listing or posting that is offensive or violates our listing policy or infringes any intellectual property rights by sending a mail to [admin@GoGoHut.com](mailto:admin@GoGoHut.com) to enable us to keep the Website working efficiently and in a safe manner. We reserve the right to take down any posting, listing or information and or limit or terminate our Services and further take all reasonable technical and legal steps to prevent the misuse of the Website in keeping with the letter and spirit of these Terms. In the event you encounter any problems with the use of our Website or Services you are requested to report the problem by sending an e-mail to [contactus@GoGoHut.com](mailto:contactus@GoGoHut.com)

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