



PRIVACY POLICY

Ankekshan Consulting Private Limited along-with Consult Construction provides its customers a license to use a MS Excel based software with access to the website www.gstbuilder.com (hereinafter referred to as the “GST Builder”). This Privacy Policy governs GST Builder and specifies the manner in which personal information will be handled. As a condition to use of GST Builder, you consent to the terms of the Privacy Policy Statement as it may be updated from time to time. In the event of a material change, we shall notify you via email or by means of a notice on the website.

This Privacy Policy is effective upon sale of license/(s) to the users and you shall be bound by this Privacy Policy.

About the GST Builder

“GST Builder” is owned by Ankekshan Consulting Private Limited jointly with Consult Constructions. This Privacy Policy describes how we will handle your personal information on the website and other storage devices and platforms related to the website. This Privacy Policy is applicable to you:

- When you accept Terms of License during the process for registering on www.gstbuilder.com or
- When you download or in receipt of the MS Excel file of GST Builder or
- When you activate or deactivate the license to use GST Builder or
- When you use the Site, or
- When you visit the Site, or
- When access is facilitated for you to this website,
- You expressly consent to our collection, storage, use and disclosure of your personal identification information as described in this Privacy Policy.

General Statements

We will not use your personal data or information which you have provided or we have collected for:

- Any third party products and services without having given you the opportunity to opt out of such marketing opportunities.
- We are committed to protecting your right to privacy. We collect information about our users in order to help us continually improve our services.
- We also use the information you provide us to grade your ratings, feedback on your activity, past history, credentials, etc.
- We have the right to verify the Information provided by you in reasonable circumstances as required.



- We prefer to keep your personal information accurate and up to date. For this, we provide you with the opportunity to update or modify your personal information by logging into your account.

To whom does the Policy apply

- This Policy applies to all the third parties who visit the site or link to our site.
- This Policy restricts the use of this website by minors and those who do not have capacity to enter into a valid commercial contract.
- Our services are not available to children and any person under the age of 18 should not submit any personal information to us.
- If you are less than 18 years and you wish to contract, you are required to contract through your parents or legal guardian.

Relation with third parties

- Except as otherwise expressly included in this Privacy Policy, this document addresses only the use and disclosure of information we collect from you.
- We do not disclose the information given to us by you unless we have obtained consent from you.
- Once consent is communicated we may combine your information with the information on other users and use it to improve and personalise our services, content and advertising.
- We may use your personal information to pass on information in accordance with your interests and preferences. On receiving the first communication of this nature, you will be given the opportunity to opt-out of future communications of similar nature by clicking on unsubscribe link or by following unsubscribe instructions described within the communication. If you do not want to receive email or other communications from us, you can also contact us at **sales@gstbuilder.com**
- If you do not wish to receive marketing communications from or participate in our ad-customization programs, please communicate your intention to **sales@gstbuilder.com**.
- However, as part of your registration for the Services, you may receive certain communications from GST Builder, such as administrative announcements and customer service messages regarding the Services, and you cannot opt out of receiving such communications. If you disclose your information to others or other sites throughout the internet, different rules may apply to their use or disclosure of the information you disclose to them. GST Builder does not control the privacy policies of third parties, and you will be subject to the privacy policies of such third parties where applicable.
- We advise you to be diligent before you disclose any of your personal information to others. GST Builder does not want to act as a medium to facilitate the transfer of personal information, and thus you are strongly discouraged from providing your personal information to the third parties through GST Builder website.

Kind of information we collect

- Users of our website are devoid of any obligation to provide any information other than the one's required to be conveyed at the time of registration of an account with our website.



- After the required information is conveyed to us the user is no longer anonymous to us. If, thereafter, you choose to provide us with personal information, your consent to transfer and store the information on our server located in India or anywhere in the world is implied.
- We may collect and store information and it includes the following:
 - Personal Information that you provide to us or disclose in connection with the site or services include the following:
 - Your name, address, e-mail address, telephone number and any other physical contact information,
 - Communications and other messages of correspondence between GST Builder and you;
 - Feedback, correspondence through our sites, and correspondence sent to us;
 - Other information from your interaction with our sites, services, content and advertising, including computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address, geographical location, browser type, referral source, length of visit and the number of pages viewed (web log information);
 - Any other additional information we may ask you to submit to authenticate yourself or if we believe you are violating site policies including information about your ID or bill to verify your address, or to answer additional questions online to help verify your identity; If the information provided by you cannot be verified, we may ask you to send us additional information as may be deem fit confirming your address or to answer additional questions online to help verify your information.
 - We may collect the feedback, issues or suggestions related to website or GST Builder

Kind of information that we do not collect

- Any transactional data processed by the users of the GST Builder except where such data is shared with us by the users for any after sales support
- Any output generated or processed by GST Builder using the transactional data except where such data is shared with us by the users for any after sales support
- Financial information i.e. Customer ID, bank account numbers, credit/ debit card numbers of users except for the name and address of the user, the expiry date of the credit/ debit cards and the last four digits of the Credit Card number. Your financial information will be stored in encrypted form on secure servers of our reputed Payment Gateway Service Provider who is beholden to treating your Personal Information in accordance with this Privacy Policy Statement.

Usage of collected information

- We use the information to help us understand more about how our GST Builder is used, to improve our GST Builder, and to send you information about us and our services which we think may be of interest to you, both electronically and otherwise.
- Send you general (non-marketing) commercial communications;
- Send statements and invoices to you, and collect payments from you ;



- Send you email notifications which you have specifically requested;
- Deliver our newsletter and other communications relating to our business or businesses of third parties which may be of interest to you, based on the consent which you have given through e-mail or other source.
- Provide third parties with statistical information about our users, but this information will not be used to identify any individual user;
- Deal with enquiries and complaints made by or about you relating to the website; and
- Where you submit personal information for publication on our website, we will verify that you are a subscriber and we will publish and deliver the publication to you and also use that information in accordance with the license you grant to us.
- We or our partners and affiliates will send you direct emails relating to information about our services unless there is a contrary intent from your side towards such receipt.

Links from our website

Some pages of our website contain external links. You are advised to verify the privacy practices of such other websites. We are not responsible for the manner of use or misuse of information made available by you at such other websites. We encourage you not to provide Personal Information, without assuring yourselves of the Privacy Policy Statement of other websites.

Internal Service Providers (ISP)

Unless you have explicitly agreed or given your prior permission to the ISP for additional use we may use third parties that we refer to as internal service providers to facilitate or outsource one or more elements of our services (e.g., search, identity verification, discussion boards and surveys) and therefore we may provide some of your personally identifiable information directly to them subject to confidentiality agreements with us and other legal restrictions that prohibit the use of your information we provide to them. At instances where we require a survey to be undertaken and have authorized an ISP to do the same, you will be notified of the involvement of the ISP, and all information disclosures you make will be strictly optional. If you provide additional information to an ISP directly, then their use of your information is governed by their applicable privacy policy as has been mentioned above earlier.

Change in Corporate Entities

You agree that we may share personally identifiable information about you with our parent, affiliates, subsidiaries and joint ventures that are committed to serving you. The privacy practices followed by us are governed by this Privacy Policy document and we and our parent, affiliates, subsidiaries and joint ventures use these policies to the extent allowed by applicable law. In the event of merger of all the entities with another separate entity or in the event of acquisition of this company by another company you should expect and agree that we may share some or all of your information in order to continue to provide you the user services. You will be served a notice of such event (to the extent it occurs) and we will require that the new combined entity follow the practices disclosed in this Privacy Policy.



Legal Compliance

We shall disclose your information where necessary to cooperate with law enforcement inquiries, in order to investigate, prevent, or take action regarding illegal activities, violations of our terms of License as well as to enforce laws and third party rights, such as intellectual property rights and laws relating to fraud., or as otherwise required by law or if there is a valid court order in this regard. We will, in furtherance of such needs adhere to the requests made, in relation to criminal investigation or alleged illegal activity, or other activity that may expose us or you to legal liability, (and you authorise us to) disclose personal information such as name, address, telephone number, email address, User ID history, about you as we, in our sole discretion, believe necessary or appropriate.

Other Circumstances

Such information would be also disclosed to enforce or apply the terms of this Agreement when it is understood that you have expressly violated the Terms stipulated under this Agreement , or To protect the rights, property, or safety of GST Builder, our users, or others, whether during or after the term of your use of the Service.

This Privacy Policy relates only to our use of the information you provide us and your use of GST Builder website as well as licensed software and does not extend to your use of the Internet other than the one mentioned above.

Security Measures

- The website does not provide an absolute guarantee against any or all technological malice's related to personally identifiable information of a person. However:
- We undertake to take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.
- Various risk factors involved relate to, the disclosure of your personal identification information to third parties who may unlawfully intercept or access transmissions or private communications, or even be lead from the act of abuse or misuse of your information by the third parties of the information that they collect from the Site.

Changes in Policy

We may need to amend the Privacy Policy from time to time. Any such amendment will take effect as soon as it is posted on the website. Please let us know if the personal information which we hold about you needs to be corrected or updated and for that please keep yourself posted of our website on a day to day basis.

Contact



If you have any questions about this privacy policy or our treatment of your personal data, please write to us by email to support@gstbuilder.com or by post to 101/102, Parmesh Plaza, Sadashiv Peth, Pune – 411030.

TERMS OF LICENSE

THE USE OF THE WEBSITE AND THE SOFTWARE BY THE USER SHALL MEAN THAT HE/SHE AGREES WITH THE FOLLOWING TERMS OF LICENSE GST BUILDER (hereinafter referred to as the “GST Builder”).

While using the facilities or services provided by the GST Builder, you shall be bound by these Terms of License (hereinafter referred to as the “Agreement”) as specified herein. Before using the services rendered by GST Builder through this website, you are requested to read and understand the Terms of License specified herein. You accept and understand that GST Builder shall have the absolute right to amend these Terms at any point of time unilaterally with or without any notice. You are required to read and understand the existing Terms of License every time before using the services offered by GST Builder. Lack of knowledge related to any Terms or the amendments effected to the Terms from time to time may not absolve you from any of your liabilities under the Terms of License. GST Builder expects you to further read and understand the Privacy Policy and the Intellectual Property Policy which would be treated as a part of this Agreement before using the services so offered by Us. You shall be equally bound by the stipulations therein once you agree to the Terms of License with GST Builder. This “Agreement” governs your use of the GST Builder and any services made available to You by Us or through the GST Builder (the “Services”). For purposes of this Agreement, the term “You” or “Your” shall refer to the “User of GST Builder including but not limited to company or such other entity, its officers, members, agents, successors and assigns” and the term “We” or “Our” shall refer to “Anekshan Consulting Private Limited”.

Conditions of Services

- The Terms specified herein restrict the use of GST Builder by minors and those who do not have capacity to enter into a valid commercial contract.
- If you are less than 18 years and you wish to contract you are required to contract through your parents or legal guardian.
- You are required to provide accurate and correct personal information while registering to use the services rendered by GST Builder and You agree to keep it up-to-date.
- We have the right to verify the Information provided by You in reasonable circumstances if required.



Protection of Personal Information

- All aspects related to the collection of personal information from You, at the time of registering with GST Builder, shall be according to the “Privacy Policy” of GST Builder which shall be read as a part of this Agreement.

Proprietary notices and Intellectual Property

- All aspects related to the intellectual property associated with the GST Builder are governed by the “Intellectual Property Policy” of GST Builder which shall be read as a part of this Agreement.
- The website of GST Builder and the software and all the content so presented on the site (including but is not limited to acoustic, photographs, illustrations, graphics, video and software) code, data, works of authorship and materials thereon, the look and feel, blueprint and the manner in which material is arranged on the Site (hereinafter referred to as the “Content”) will be governed by Indian copyright, trademark and other laws.
- GST Builder and its licensors own, joint and several rights to title and interest along-with Consult Construction in and to the Site, the Content, including, but not limited to, all intellectual property and proprietary rights therein. Your use of the GST Builder and/or the Content does not grant to you any ownership of any content to which you may have access through GST Builder.
- The trademarks, logos, service marks and trade names (hereinafter referred to as the “Trademarks”) displayed on the Site or in connection with the Content made available through the Site are registered and unregistered Trademarks of GST Builder and its licensors and may not be used except with the express written permission of the respective Trademark owner.
- Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the website without the written permission of GST Builder or the third party that may own the applicable Trademark. Your misuse of the Trademarks displayed on the Site or on or through any of the Site’s services is strictly prohibited.
- All intellectual property rights in the Service are, and shall remain, the property of GST Builder. All rights not expressly granted to you in this Agreement are hereby expressly reserved and retained by GST Builder.

Without limiting the generality of the foregoing, you shall not:

- Use the software outside of the scope of the limited license herein granted, including but not limited to use for the sole purpose of obtaining a competitive advantage against GST Builder;
- Attempt to use the multiple projects against the one project license obtained by the user;
- Sublicense, distribute, copy, modify, adapt, translate, or prepare derivative works from, to the Service; Register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features,



copyright or other proprietary rights associated with GST Builder (or any of its affiliates or licensors);

- Reverse engineer, disassemble, or decompile any software or otherwise attempt to discover any source code or trade secrets related to the Service, in any manner, except as permitted by applicable law; or
- Remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Service.
- We grant you a limited, revocable, nonexclusive, non-transferable, personal license to have an access to the Content for personal, Commercial and non-commercial use, subject to and conditioned on your continued compliance with the terms specified herein. This license is granted solely to allow you to use GST Builder. You agree not to remove, alter or obscure any proprietary notices provided in or with the Content.

Terms of user account

Users can view software and information, request information and engage in certain Services on GST Builder. Users agree to the following terms and conditions:

- You expressly agree that you hold harmless Ankekshan Consulting Private Limited or GST Builder or any of their affiliates fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by you directly or indirectly arising on account of any conclusion, opinion, impact or any such commercial or non-commercial decision derived by you using GST Builder;
- You may not use GST Builder service(s) for any illegal or unauthorized purpose which includes but is not limited to the acts specified in Clause on “Prohibited Uses” of this Agreement.

Prohibited Usage

GST Builder is expected to be used only for lawful purposes. GST Builder must not be used to post, store, distribute, display or present any information, software, data, file or material in violation of any applicable law or regulation. You are not to use the Site or the Services for the following:

- You may not use GST Builder service(s) for any illegal or unauthorized purpose which includes but is not limited to the acts specified in Clause on “Prohibited Uses” of this Agreement.
- Promote or convey provocative or prohibited contents which is illegal and harmful and that induces a conduct which is unlawful, defamatory, obscene, racial, offensive, pornographic or culturally offensive or otherwise reasonably and is likely to generate such conduct;
- Posting any pornographic content or pictures, engage in transmitting child pornographic materials or activities harmful to children;
- Provide any false, misleading or inaccurate information;
- Indulge in identity theft, unauthorized advertising using GST Builder account;



- Upload or transmit any similar applications including viruses, worms or other malicious code or programs designed to harm other computers or telecommunication devices;
- Infringe anyone's intellectual property rights, including copyrights, trademarks, patents and trade secrets. Infringe anyone's privacy or publicity rights, which include but are not limited to impersonating another person or entity or posting images of someone without their permission;
- Engage in activities which include but are not limited to hacking other computers or servers, including our's; or violate any requirements, procedures, policies or rules of networks related to the system; Engage in any unlawful activity using credit cards;
- Falsely express or imply that GST Builder sponsors, endorses or is otherwise associated with you or your content;
- Interfere or attempt to evade or disable the Site or services, the proper working, the security features or the equipment connected to the Site or the Services;
- Entail an excessively large load on the infrastructure of the Site or Our systems or networks;
- Restrict or restrain any other person from using the Site or the Services; Indulge in criminal or terrorist activity against any nation or society; or cause any threat or harassment to any person or public as a whole;
- Engage in any activity that restricts or inhibits any other GST Builder Account Holder from using or enjoying the Service;
- Violate this Agreement or encourage or assist anyone else to violate this Agreement.

Express written permission of GST Builder is required for You to do any of the following:

- Use, duplicate, republish, upload, dispense, gather, revise, transmit, or post the Content or the Site for commercial purposes;
- Use of the brand name GST Builder;
- Alter, eliminate, remove, supplement, add to, publish, transmit, participate in the transfer, rental or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part;
- In addition to any remedies that GST Builder may have at law or in equity, if GST Builder reasonably determines that you have violated or are likely to violate the foregoing prohibitions, GST Builder may take any action it reasonably deems necessary to cure or prevent the violation, including, without limitation, the immediate removal of materials that violate the foregoing prohibitions from the Site.

Disclosure of information

The terms of "Privacy Policy" which deals with disclosure of information has been incorporated by reference to this Agreement. You are requested to kindly refer to the "Privacy Policy" to understand the circumstances when GST Builder would disclose Your personal information.

Administrative access

- GST Builder will have access to your accounts for administrative reasons.



- GST Builder expressly states that You must NOT commit any illegal or prohibited acts as specified in Clause on “Prohibited Uses” of this Agreement through Our Site.
- If You are found to be abusing our services for any illegal purposes, GST Builder reserves the right to disconnect Your account and ban You from further use of our services.

Reserved Rights

GST Builder reserves the following rights:

- To suspend or terminate the license of anyone who violates this Agreement;
- To change or alter the software, the form and nature of the Site or any Services provided through the Site, including requiring payment for some or all uses of the Site, at any time;
- To review, modify, filter, disable, delete and remove any and all content and information from the Site;
- To update the software provided;
- To cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that You provide, or if we decide that such disclosure is in our or its customer’s best interests;
- To display advertising and promotions, which may be targeted to certain users or sections of the Site based upon queries made or preferences indicated, and may not be identified as paid advertisements or promotions.

Term

This Agreement is valid from the date You subscribe to GST Builder till the end of license period or by way of cancellation, suspension or termination of services.

Disclaimer of Warranties

- This clause shall be applicable to all the users, any person visiting or accessing GST Builder who accepts this Agreement.
- You expressly agree and understand that your activities through GST Builder, including but not limited to downloading, uploading, transmitting, distributing any material, shall be at your sole discretion and at your sole risk. The services are provided “as is” and “as available” basis without warranty of any kind from the part of GST Builder.
- GST Builder its officers, employees, and agents disclaim all warranties, statutory, express or implied, including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. GST Builder, its officers, directors, employees, and agents make no representations or warranties about:
- YOU understand and agree that you are solely responsible in case of any damages or loss of data that may occur to your computer or system or any other equipment which resulted from using the services provided by GST Builder.
- GST Builder further expressly disclaims all representations and warranties of any kind with respect to any materials uploaded, downloaded, transmitted or otherwise obtained through any other source including any website or GST Builder itself.



- GST Builder does not review, edit, censor or take responsibility for any information that you may create, transmit, post, store, distribute, display or present using the Site or the Services.
- In addition, you specifically acknowledge and agree that no oral or written information or advice provided by GST Builder, its officers, employees, or agents will:
 - Constitute legal or financial advice or,
 - Create a warranty of any kind with respect to this site or the services found at this site, and users should not rely on any such information or advice.
- Except as set forth in the Intellectual Property Policy (Incorporated by reference) GST Builder will not intervene or become involved in any disputes between the User and a third party.
- You shall be liable for all the consequences and damages that arise as a result of your violations of any part of the stipulations herein. GST BUILDER SHALL NOT BE RESPONSIBLE for any of your illegal activities and they shall have the right to recover any such damages from You, including attorney fees and costs related to any legal procedures associated with it.
- The foregoing disclaimer of representations and warranties shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of this agreement or your use of this site or the services found at this site.
- You explicitly understand and accept that GST Builder shall not be liable to you under any agreement, direct or indirect; incidental or consequential damages that may be incurred by you through your use GST Builder.
- GST Builder assumes no responsibility with respect to user's or any third parties and shall not be liable for consequential, incidental, or special damages, including but not limited to loss of use, business interruptions, and loss of profits, lost revenue or punitive or exemplary damages, even if GST Builder is aware of the possibility thereof.
- In addition, you specifically acknowledge and agree that any cause of action arising out of or related to this site or the services found at this site must be commenced within six months after the cause of action accrues, otherwise such cause of action shall be permanently barred.
- The foregoing limitation of liability shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of this agreement or your use of this site or the services found at this site.

Indemnification

You agree to indemnify and hold harmless GST Builder, its affiliates, members, officers, employees, agents, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees), arising out of or related in any way to:

- Your use of the GST Builder,
- Your submission, posting, transmittal or any other use of any Information, Content and/or any other materials or content,
- Your violation of this Agreement,
- Your violation of any law or regulation, or violation of any proprietary or privacy right,



- Your violation of any third party intellectual property right, including, without limitation, copyright, patent, trademark or trade secret; or Any claim that Your information or submission of any other information or content by You caused damage to a third party.
- This indemnification obligation will survive this Agreement.

Your representations and warranties

By using the Site, the Services or the Content You represent and warrant that:

- You are 18 years of age or older, an emancipated minor or the parent or guardian of a minor who you are authorizing to use GST Builder;
- You understand and agree that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the GST Builder in a manner consistent with all laws and regulations and in accordance with the terms and conditions of this Agreement;
- You are authorized to sign for and bind the person or entity using the GST Builder; You will provide only true, accurate, complete and current information to GST Builder; and
- You will not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false headers, or otherwise conceal Your identity from GST Builder or in any material that you post or submit on the Site for any purpose.

Assignment

You may not assign this Agreement or any part of this Agreement without the express written consent of GST Builder. Any purported or attempted assignment or other transfer or delegation in violation of this Agreement shall be null and void. You agree that GST Builder may assign this Agreement or any part of this Agreement at any time and for any reason without Your consent.

Modification

GST Builder has sole and complete authority to modify and amend the Terms of License with or without any notice to You in this regard.

Incorporation of policies

Intellectual Property Policy and the Privacy Policy referred to in this Agreement constitute an integral part of this Agreement and are incorporated herein by this reference.

Governing Law & Jurisdiction

This Agreement and its interpretation hereunder and all suits and special proceedings hereunder shall be construed in accordance with the applicable Indian laws and any dispute arising shall be governed by the same. The District Courts in Pune, Maharashtra, India shall have jurisdiction to try and decide any matter arising out of and related to this Agreement. The Parties



unconditionally submit to the jurisdiction of Pune District, Maharashtra, India, for settlement of any dispute or enforcement if any right under this Agreement.



CANCELLATION AND REFUND POLICY

The refund case approval is on case-to-case basis, mainly on the basis of if there is a problem that cannot be solved.

No refunds are offered, even if a plan is canceled in mid.