

Privacy Policy

At New Style fabricators Pvt. Ltd (hereinafter referred to as “We”, “Us”, “Company”, “Our”, or “NSF”), privacy of individual is of primary importance & we take utmost care in handling any privacy information we collect from customers, users or visitors (Hereinafter referred to as “You”, “Your”, “customer”, “user”, “visitor” or “data subject”). We give below our privacy policy and this is applicable to our website www.nsfjammu.com

. (Hereinafter collectively or individually, as the case may be, referred to as “Platform”). Any information collected by any source other than our platforms shall not be a part of this privacy policy.

Personal / Sensitive information

NSF does not collect any personal or sensitive information without the knowledge and consent of the data subject. Grant of access permission shall amount to your consent. You are not required to provide us with any Personally Identifiable Information as a visitor.

We may offer additional services / facilities / features to you as a User of our Platform or a Customer on our Platform. These additional services / facilities / features shall be optional and the data subject reserves the right to opt out of them at any stage. Further, to provide these additional services / facilities / features, we may require you to share personal information. We will seek your permission to access any such personal or sensitive information (such as but not limited to location access, phone book access, media files access etc.). You reserve the right to grant specific and limited access, as per your preference. You may change your preference at any time on our platform.

1) Any personal information you submit through our request forms on our Platform is meant only for the intended purpose of that section in the Platform respectively. Any such information may be shared with authorized third-party service providers (such as insurer, financier etc.) if you choose to opt-in for any such third-party services. By agreeing to opt in, you consent to such information being shared with the authorized third-party. By giving your contact details to us over any of our Platform or Walk-in etc., you agree to receive communication from us over email/SMS/Call/Whats App.

NSF also does not send unsolicited emails to data subjects of its Platform. Personal information entered via the Platform’s registration forms such as, query form.

Analytics

As a part of enhancing our platform & providing a good visitor experience for users, visitors, customers of our platform, we run analytics on our platform to analyze use of our content in-terms of content requested or downloaded and number of visits or hits. Data collected during this process is only used for identifying improvement possibilities and does not cater to any other purposes.

Links to other websites

This Privacy Policy applies to the platform. The platform may contain links to other Apps / Websites of third-party service providers over which we have no control. These third-party Apps / Websites may have their own policies regarding privacy. We are not responsible for the privacy policies or practices of other third-party Apps / Websites which you access from our platform or through the Services.

If you choose to visit an individual, a business or advertiser's App / Website by "clicking on" on a third party link from our platform, you will be directed to that third party's App / Website. The fact that we link to any third-party App / Website or present an advertisement is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of any such third party's privacy or information security policies or practices.

Security

The security of your information is very important to us, but please be aware that no security measures are perfect or impenetrable, and no method of transmission over the Internet, or method of electronic storage, is 100% secure. As a result, whilst we strive to protect your personal information, we cannot ensure or warrant the security of any information, which you send to us, and you do so at your own risk.

You are requested to report any security violations to us at this email address:

Legal@nsfjammu.com

Phishing or False Emails/SMS

If you receive an email/SMS that appears to be from NSF that requests personal information (such as your Bank information), or that asks you to verify or confirm your account or other personal information by clicking on a link, that email / SMS was likely to have been sent by someone trying to unlawfully obtain your information. We do not ask for this type of information in an email / SMS. Do not provide the information or click on the link. Please contact us at Legal@nsfjammu.com if you have any suspicion.

Updates to the "Privacy Policy"

NSF reserves the right to change this privacy statement from time to time. Any change related to this privacy statement will have 'date of change' for reference. This is not applicable to any enhancement or content changes to our platform. At any point of time, you wish to go through our privacy policy, please visit this page again by clicking 'privacy' on footer.

Disclosure Of Data

NSF may disclose your Personal Data in the good faith that such action is whenever necessary:

- To comply with a legal obligation or if disclosure was required by law, rule or regulation or was in response to a valid order of court or authorized agency of Government or other legal process
- To protect and defend the legal rights or IPR or other properties of NSF.
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against any legal liability
 - **Governing Law, Jurisdiction**
 - The courts of Jammu, Jammu and Kashmir, India shall have exclusive jurisdiction in respect of all matters arising out of, or concerning or incidental to using of our platform. You hereby consent to the exclusive jurisdiction of Jammu courts (and of the appropriate courts therefrom) and irrevocably waive, to the fullest extent permitted by law, any objection which you may have now or hereafter to the jurisdiction of Jammu court.
 - Reach out
 - As you may know, a new European privacy regulation called General Data Protection Regulation ("GDPR") is in effect from May 25th 2018. Thus NSF understands the need of users to reach out to us in case if they would like to report any security breach noticed or if you would like to review, correct, update, suppress personal information that you have previously provided to us, request you to e-mail us at Legal@nsfjammu.com After getting your message, if required we will get back to you with our analysis and action initiated.

Please read our **Disclaimer** as well

Disclaimer:

1. The information, products, and services included in or available on our platform may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Our platform and/or its respective suppliers/ affiliates may make improvements and/or changes on the platform at any time.
2. There may be information, advertisement and schemes displayed on the platform of certain Banks, Financial Institutions, Non-Banking Financial Companies, Individual Financiers, Dealers, Insurers etc. To the fullest extent permissible we disclaim the, correctness, viability, availability, merchantability or fitness of such information, advertisement and scheme. We hereby declare that the Banks, Financial Institutions, Non-Banking Financial Companies, Individual Financiers, Dealers, Insurers etc. are not our agent, partner or principle and we do not provide any guarantee or warranty or any representation on behalf of any of the Banks, Financial Institutions, Non-Banking Financial Companies, Individual Financiers, Dealers, Insurers etc.

3. Advice received via our platform should not be relied upon for personal, legal, commercial or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
4. Our platform and/or its respective suppliers, affiliates, associates, representatives make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, products and services contained on the platform for any purpose. All such information, products offered, services offered etc. are provided on an “as is where is” basis without warranty of any kind. We and/or our respective suppliers, associates, affiliates hereby disclaim all warranties and conditions with regard to the information, products, services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.
5. In no event shall we be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including without limitation, damages for loss of use arising out of or in any way connected with the use or performance of the platform, with the delay or inability to use the platform or related services, the provision or failure to provide services, or for any information, products, services and related graphics obtained through the platform, or otherwise arising out of the use of the platform, whether based on contract, tort, negligence, strict liability or otherwise, even if the platform or any of its suppliers/affiliates has been advised of the possibility of damages. If you are dissatisfied with any portion of the platform or with any of these terms of use, your sole and exclusive remedy is to discontinue using the platform.
6. The platform reserves the right to cancel any listing at any time for any reason, with or without cause/reason, and reserves the right to prohibit or restrict access to the Services to anyone at any time, with or without cause/reason.
7. The material that appears on the platform is for informational purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time to time. Before purchasing goods or services you’ve read about on the platform, you should confirm with NSF any information that is important to your purchasing decision. The Company or the platform is not responsible for, and does not guarantee the performance of, any such goods or services.
8. If you rely on this service or any material available through this service, you do at your own risk. You understand and accept that there may be delays, omissions, interruptions, inaccuracies and/or other problems with the information, products and services published on this site.
9. This service is provided to you “as is”. We and our affiliates, agents, licensors cannot and do not warrant the accuracy, completeness, correctness, non-infringement, merchantability or fitness for a particular purpose of the information available through the service (or any information, goods or services that are referred to, advertised on, or sold through this service). Nor do we guarantee that this information will be error free or continuously available, or that the service will be free of viruses or other harmful components.

10. The platform reserves the right to limit sales, including the right to prohibit sales to resellers. We are not responsible for typographical or photographic errors.
11. You agree that any material, information (except Personal / Sensitive Information), and ideas that you transmit to the platform shall be and remain the property of the platform.
12. All Transmissions (except Personal / Sensitive Information) shall be treated as non-confidential and non-proprietary and the platform shall be under no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, and distribute the Transmissions to others without limitation. Additionally, the platform shall be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including, but not limited to, developing, manufacturing, or marketing products incorporating such information.
13. You further agree that the platform may use information about your demographics and use of this site in any manner.
14. You agree, and are hereby put on notice, that you are prohibited from posting or transmitting to or from the platform any unlawful, threatening, libellous, defamatory, inflammatory, pornographic, or profane material or any other material that could give rise to any civil or criminal liability under law. You are solely responsible for the content of any comments you make.
15. We may revise the privacy policy and terms of use by updating this posting. You agree that in the event any portion of the privacy policy and terms of use are found to be unenforceable, the remainder of the privacy policy and terms and conditions shall remain in full force and effect. By using the platform you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current privacy policy and the terms of use to which you are bound.
16. The platform may collect information from a visitor that is not personally-identifiable, including the visitor's operating system, browser, domain name, and the specific web pages on the platform that are accessed or visited. The platform only collects this information in the aggregate, and only uses it to improve the platform.
17. We are not responsible for any errors, omissions or representations on any of our platform, or on any links on any of our platform. We do not endorse in anyway any advertisers on our platform. Please verify the veracity of all information on your own before undertaking any reliance. The linked Apps / Websites are not under our control and we are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site.
18. We hereby expressly disclaim any implied warranties imputed by the laws of any jurisdiction. We consider ourselves and intend to be subject to the jurisdiction only of the courts of the Jammu, Jammu and Kashmir in India. If you don't agree with any of our Disclaimers above please do not read the material on any of our platform. The platform is offered to you conditioned on your acceptance without modification of the terms,

conditions, and notices contained herein. Your use of the platform constitutes your agreement to all such terms, conditions, and notices.

19. We reserve the right to change the terms, conditions, and notices under which the platform is offered, including but not limited to the charges associated with the use of the platform. You are responsible for regularly reviewing these terms and conditions.
20. We have no obligation to monitor the Communication Services. However, we reserve the right to review materials posted to a Communication Service and to remove any materials in our sole discretion. We reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
21. We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.
22. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. We do not control or endorse the content, messages or information found in any Communication Service and, therefore, we specifically disclaim any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.
23. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.
24. No compensation will be paid with respect to the use of your submissions, as provided herein. We are under no obligation to post or use any Submission you may provide and may remove any Submission at any time in our sole discretion.
25. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.
26. We reserve the right, in its sole discretion, to terminate your access to any or all of the platform and the related services or any portion thereof at any time, without notice.
27. The laws of the Union of India govern this agreement. You hereby consent to the exclusive jurisdiction and venue of courts in Jammu, Jammu and Kashmir, India, in all disputes arising out of or relating to the use of the platform. Use of the platform is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.
28. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the platform as a result of this agreement or use of the platform. Performance of this agreement by us is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the rights of the Company to comply with governmental, court and law enforcement requests or requirements relating

to your use of the platform or information provided to or gathered by the platform with respect to such use.

29. Unless otherwise specified herein, this agreement constitutes the entire agreement between the data subject and the Company with respect to the platform and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the data subject and the Company with respect to the platform. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
30. The Invoice Prices generated by the platform are believed to be accurate, but the Company and its suppliers do not warrant or guarantee such accuracy. The visitors are required to confirm the prices with the selected dealer before making a purchase through the platform and its suppliers do not authorize the use of such prices for any purpose other than your personal use, and prohibit to the maximum extent allowable the resale, redistribution, and use of this information for commercial purposes.
31. Each individual manufacturer, distributor, dealer, financier, end user participating at the platform is responsible for setting and explaining their individual shipping, return, security and other policies applicable to shopping in their stores and purchasing their products. We do not guarantee, warrant or endorse any product or service sold by a manufacturer, distributor, dealer or financier, nor do we have any liability or responsibility for the quality or performance of any product or service sold to you by any manufacturer, dealer or financier.
32. The purchase of any product or service from a manufacturer, dealer or financier at the platform is a transaction solely between you and that Merchant, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible Merchant. We have no responsibility or liability for any Merchant or your relationship with such Merchant.
33. You are responsible for paying the entire amount due on your purchase, including any applicable taxes, shipping and other charges assessed by the manufacturer, dealer or financier. With respect to applicable taxes, the manufacturer, dealer or financier will advise you subsequently of the exact amount of tax due on your purchase. We have no responsibility whatsoever for any miscalculation or omission by a Merchant of applicable taxes on any sale.
34. Used vehicle listing is offered solely as a forum for you to utilize the Services to buy and sell two wheelers. The Company is not involved in any transaction between you and any other party who uses this Site, and is not acting as your or any other party's agent.
35. We cannot screen, censor or otherwise control the listings or any transactions, including whether a listing is accurately described, whether an item can be legally purchased or sold in your jurisdiction, or whether a transaction will be completed as described by the seller or the buyer. Further, we cannot control or warrant the behavior of the users of the Services. As such, your use of this section is at your own risk, and the Company

disclaims any liability with regard to use of the Services and any actions resulting from your or any other party's participation in the Services.

36. You hereby agree to release the Company, its suppliers, service partners, agents, employees, consultants, officers and directors from all claims, demands and damages, whether actual or consequential, of every kind, whether known or unknown, disclosed or undisclosed, arising out of or relating to any and all listings, transactions, or any other use of the platform.
37. NSF through the platform is limited to providing access to product information. NSF through the platform is not a party to any financial or other third party transactions between you and the Dealership / financier / insurer / provider of the third-party Services, and as such, cannot and will not be involved in resolving any disputes relating to any completed or uncompleted transaction for the purchase or sale of listed goods. Any disputes relating to any completed or uncompleted transaction for the purchase or sale of listed goods shall be solely between the customer and the dealership / other third party service provider (including but not limited to payment gateway provider, financier, insurer etc.) as per the terms and conditions agreed between the said parties.
38. The Company is not responsible for any pornographic material, restricted secrets or controlled content or material in any form, which may be uploaded by Registered Users/third parties onto the platform . All submissions of this nature are unauthorized by the Company and it shall use its best efforts to remove any such submission as soon as it is notified of the same. The Company is not responsible for and will not be liable for, any conduct, failure to act, product or services of the platform's affiliated App / Websites, including, without limitation, the manner and timing of opportunities to accumulate or use the platform and any malfunction, breach of warranty or injury or damage suffered as a result of the products or services offered by any platform affiliated App / Websites.
39. The platform may contain links to other App / Websites. The Linked App / Websites are not under the control of the platform and the Company is not responsible for the contents of any Linked App / Website, including without limitation any link contained in a Linked App / Website, or any changes or updates to a Linked Site. The platform is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the platform of the site or any association with its operators.
40. The Company does not warrant that any App / Website that it administers within the scope of the platform or any linked web site is free from viruses or other destructive materials, and the website and its affiliates shall not be liable for any damage caused to the Registered User's hardware or software as a result of the Registered User's participation in the platform. The Company does not warrant that Registered User will be able to access any platform administered by us and the Company will not be liable for any damages suffered by the Registered User as a result of not being able to access such platform.
41. The Company does not warrant the safety of any data sought from you through voluntary access permissions. You shall be solely responsible for submitting, saving, storing or otherwise allowing access to your personal data by granting access to such data. Any breach or loss of such personal data that may happen other than due to negligence of the

Company shall not be the responsibility of the Company. Access permissions for any data sought is voluntary and may be needed for any voluntary services that we might offer. You reserve the right to disallow any access permissions and to choose opting out of any such services.

42. Before submitting any personal / sensitive information, it shall be the sole responsibility of the data subject to ensure that any such website or mobile application is a platform of the Company. In the event any third party website or mobile application purports to be the Company's platform and the data subject submits their personal / sensitive information on such website / mobile application, the Company disclaims any liability in the event the data subject suffers from any breach of its personal/sensitive information if such breach occurs through a platform not owned by the Company.

DISCLAIMER FOR PRINTED COMMUNICATION

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CLAIMS

- Customers are also requested to note that the fuel consumption figures that are provided here are results obtained by NSF under the standard testing conditions. All these tests are conducted on a rolling test road using a standard version of the vehicle with only one rider and no additional or optional equipment. The actual fuel consumption may vary depending on how you ride, vehicle maintenance, the weather, the road conditions, tire

pressure, installation of accessories, cargo, rider and passenger weight, and other unforeseen factors

- You accept that if you do go ahead and make a purchase or enter into any kind of transaction, whether for payment or not, you did so entirely in reliance on your own skill and judgment and not on that of anyone else.

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