Terms and Conditions for Buddy

Agreement for Buddies providing field monitoring and related services

Effective Date: 20 October 2026
Service Provider: HowMy (operated by Dumgam Solutions)
Website: https://howmy.co.in
Support Email: support@howmy.co.in
Phone: +91 9187087065
Address: Bengaluru, Karnataka, India

1. Acceptance of Terms

These Terms and Conditions (“Terms”) govern your participation as a Buddy or field service partner (“Buddy,” “you,” or “your”) with HowMy, operated by DumGam Solutions (“HowMy,” “we,” “us,” or “our”).

By registering as a Buddy, accepting an assignment, or using the Buddy features of the HowMy platform, you agree to these Terms, the applicable Privacy Policy, and the assignment-specific instructions communicated to you.

Please read these Terms carefully before accepting assignments. If you do not agree to them, you must not accept or perform assignments through HowMy.

2. Role of a Buddy

Buddies perform assigned field activities, which may include visiting designated plots or sites, capturing photographs and videos, submitting progress updates and visit reports, and following applicable quality and safety instructions.

Your responsibilities are limited to the scope of the assignments you accept. You must not represent yourself as having authority to make commitments, approve construction, certify property conditions, or act on behalf of HowMy or a property Owner beyond the assigned work.

The intended working relationship is that of an independent service partner, unless a separate written agreement or the actual circumstances establish a different legal relationship. Nothing in these Terms overrides any employment, labour, tax, or other legal rights or obligations that apply under Indian law

3. Eligibility and Registration

To participate as a Buddy, you must:

- Be at least 18 years old and legally eligible to perform the relevant work in India.

- Provide accurate identity, contact, and payment details reasonably required for registration and payouts.
- Be capable of travelling to assigned locations and using the HowMy website or mobile application.
- Follow the instructions, quality standards, and safety requirements applicable to assignments.
- Disclose any material conflict of interest that could affect the accuracy or impartiality of your reports.
- Keep your registration and payment information current.

HowMy may request reasonable verification information before activating your account or processing payouts. Any personal information collected for these purposes will be handled in accordance with the Privacy Policy and applicable law.

You must not impersonate another person or provide false information during registration or assignment completion

4. Assignments and Performance

When accepting and performing an assignment, you must:

- Accept only assignments you can reasonably complete within the stated time and under safe conditions.
- Visit the correct property using the location details, landmarks, maps, and instructions provided.
- Capture clear, genuine, and time-relevant photographs and videos according to the assignment requirements.
- Submit the required photographs, videos, visit reports, and observations through the approved HowMy channels within the specified timeframe.
- Provide accurate observations about the conditions visible during the visit.
- Report access problems, safety hazards, disputes, or circumstances preventing completion promptly to HowMy.
- Follow reasonable assignment-specific instructions relating to the permitted scope of work.

You must not:

- Submit fabricated photographs, videos, reports, or visit details.
- Reuse old media or media from another property as if it were captured during the assigned visit.

- Misrepresent the visit date, location, completion status, or conditions observed.
- Conceal material observations or deliberately submit misleading updates.
- Manipulate photographs or videos in a way that misrepresents the property's condition.
- Mark an assignment as completed when the required work has not been completed.

If you cannot complete an assignment, notify HowMy promptly and explain the reason. HowMy may request additional information or a repeat submission where reasonably necessary.

5. Conduct and Professionalism

You must:

- Behave respectfully toward Owners, Homebuyers, neighbours, site staff, property representatives, and members of the public.
- Obtain lawful permission before entering a property or restricted area.
- Respect property boundaries, privacy, site rules, and access restrictions.
- Avoid demanding gifts, tips, or unauthorised side payments from Owners for standard assigned work.
- Use Owner contact details and property information only for authorised assignment-related purposes.
- Never represent yourself as the property Owner or as a person authorised to make decisions about the property.
- Comply with applicable traffic rules, local laws, site requirements, and lawful civic or public-safety restrictions.
- Report any attempted bribery, harassment, threats, or pressure to falsify a report to HowMy.

You must not use your Buddy role to solicit unauthorised payments, offer unrelated services using confidential Owner information, or mislead an Owner about the scope of HowMy's Services.

6. Equipment and Expenses

Unless otherwise agreed in writing, you are responsible for providing and maintaining the ordinary equipment needed to perform your assignments, including your phone, data connection, and routine transportation.

Ordinary visit expenses are your responsibility unless the applicable assignment terms provide otherwise.

Special expenses will be reimbursed only where HowMy has approved them in writing in advance and you provide any reasonable supporting information requested.

You must not assume that an expense will be reimbursed merely because it was incurred while performing an assignment.

7. Fees and Payment to Buddies

7.1 Payout Terms

Compensation for completed and accepted assignments will be determined by the applicable Buddy payout schedule or an individual written arrangement communicated by HowMy.

Before accepting an assignment, you should review the applicable compensation, completion requirements, and any special conditions.

7.2 Completion and Verification

An assignment may be reviewed for completeness, accuracy, quality, and compliance with the specified requirements.

If a submission is incomplete, unclear, inaccurate, or otherwise fails the stated requirements, HowMy may request clarification, correction, or resubmission where reasonably practicable.

Where an assignment is rejected or payment is adjusted, HowMy will communicate the reason where reasonably practicable. Any withholding or adjustment must be consistent with the applicable payout terms and applicable law.

Fraudulent or deliberately misleading submissions may result in non-payment for work that was not genuinely completed, recovery of amounts paid in error where legally permitted, suspension, or termination.

7.3 Payout Processing

Payouts for completed and accepted assignments will be processed according to the applicable payout schedule and verification requirements.

You must provide accurate bank-account or other approved payment details. HowMy is not responsible for delays caused by incorrect details supplied by you or by banking or payment-provider processing, except where applicable law provides otherwise.

Legitimate earned amounts for accepted work will be handled in accordance with the applicable payout terms and applicable law, including when your Buddy engagement ends.

7.4 Taxes

You are responsible for your tax obligations arising from payments received for your services, except for amounts that HowMy is legally required to deduct, withhold, report, or remit.

Where applicable, HowMy may deduct tax at source or request information required for statutory compliance. You agree to provide accurate information reasonably necessary for such compliance.

8. Confidentiality and Data Protection

During assignments, you may access personal information, property details, photographs, videos, contact information, and other non-public information belonging to Owners or relating to their properties.

You must:

- Keep such information confidential and use it only to complete authorised assignments.
- Access only the information necessary to perform your assigned work.
- Upload photographs, videos, and reports through approved HowMy channels.
- Avoid sharing Owner or property information with unauthorised persons.
- Avoid retaining personal copies of Owner media, contact information, or property records after the assignment, except where retention is expressly authorised or legally required.
- Protect your account credentials and any device used to access the Platform.
- Notify HowMy promptly if you suspect that information has been lost, accessed, or disclosed without authorisation.

You must not publish, sell, forward, or use Owner photographs, videos, contact details, or property information for personal purposes, social media, advertising, or unrelated commercial activity without the necessary authorisation.

Confidentiality obligations continue after an assignment or your Buddy engagement ends, subject to applicable law.

Unauthorised disclosure or misuse may lead to suspension, termination, and further action where legally justified.

9. Intellectual Property

9.1 Assignment Deliverables

Photographs, videos, visit reports, and other materials created or submitted as part of an assignment (“Assignment Deliverables”) are intended to support HowMy's property monitoring and progress-update Services.

To the extent permitted by law, you grant HowMy a worldwide, royalty-free licence to host, store, reproduce, display, and process the Assignment Deliverables as reasonably necessary to provide, maintain, and support the Services, including making relevant updates available to authorised Owners and administrators.

Where a transfer or assignment of intellectual-property rights is legally necessary and expressly agreed in a separate written arrangement, that arrangement will govern the transfer.

You must not independently sell, license, publish, or commercially exploit Owner-related media or Assignment Deliverables without the necessary rights and authorisation.

9.2 Owner and Third-Party Rights

You must not capture or submit content in a way that unlawfully infringes another person's privacy, confidentiality, or intellectual-property rights.

You must comply with reasonable site restrictions and avoid capturing unrelated individuals, private activities, or sensitive information beyond what is reasonably necessary for the assignment.

9.3 HowMy Intellectual Property

The HowMy name, branding, software, application, website, and associated materials remain the property of HowMy or its respective licensors.

You may use these materials only as reasonably necessary to perform authorised assignments. You must not copy, modify, distribute, or commercially exploit them without permission, except where permitted by applicable law.

10. Safety

Your safety and the safety of others must take priority over completing an assignment.

You must not:

- Enter a site or area that presents an unreasonable safety risk.
- Enter restricted areas without the required permission.
- Confront suspected encroachers, trespassers, or other persons involved in a dispute.
- Interfere with construction activities or operate machinery unless separately authorised and appropriately qualified.
- Take physical risks to obtain photographs or videos.
- Continue a visit where conditions become unsafe.

If you encounter unsafe conditions, withdraw from the affected area when safe to do so and inform HowMy promptly.

HowMy may postpone or cancel a visit when access is unsafe or unlawful.

Nothing in these Terms excludes or limits any legal obligation HowMy may have concerning safety or any liability that cannot lawfully be excluded. A Buddy's safety-related decision to withdraw from an unsafe situation will not, by itself, be treated as misconduct

11. Non-Solicitation

During your engagement with HowMy, you must not use confidential Owner information obtained through your assignments to divert HowMy customers to unauthorised competing arrangements for the same services.

For six (6) months after your engagement ends, you agree not to deliberately solicit Owners whom you came to know through HowMy assignments for the purpose of bypassing HowMy and providing the same monitoring services directly, where and to the extent such restriction is lawful and enforceable.

This provision does not prohibit general advertising not specifically directed at HowMy customers, relationships that existed independently before your engagement, or activities protected by applicable law.

This clause is intended to protect legitimate business interests and confidential information. It will apply only to the extent permitted by Indian law and will not operate as an unlawful restraint of trade.

12. Suspension and Termination

HowMy may suspend or terminate your Buddy access where reasonably justified by circumstances such as:

- Repeated poor-quality, incomplete, or misleading submissions.
- Fraud, impersonation, or deliberate falsification of assignment records.
- Misuse or unauthorised disclosure of personal or property information.
- Serious misconduct, harassment, or unauthorised demands for payment.
- Safety violations or unlawful conduct.
- Repeated failure to comply with assignment requirements.
- Prolonged inactivity where continued access is no longer reasonably required.

Where practicable, HowMy will communicate the reason for suspension or termination and provide an opportunity to respond or correct a remediable issue. Immediate suspension may be necessary to address suspected fraud, serious safety risks, unauthorised disclosure, or legal requirements.

You may stop accepting new assignments and request closure of your Buddy engagement by emailing **support@howmy.co.in**.

On suspension or termination, you must stop accessing information that you are no longer authorised to use and must comply with applicable confidentiality and data-protection obligations.

Legitimate payouts for accepted and completed assignments will be processed according to the applicable payout terms and applicable law. Any disputed or incomplete assignment will be assessed in accordance with Section 7.

13. Liability and Indemnity

13.1 Buddy Responsibilities

You are responsible for performing your assignments honestly, carefully, and in accordance with these Terms and applicable law.

You may be responsible for losses directly caused by your negligence, unlawful acts, deliberate falsification, unauthorised disclosure of information, or property damage attributable to your conduct, subject to applicable law.

13.2 Indemnity

To the extent permitted by applicable law, you agree to indemnify HowMy against reasonable losses, liabilities, and costs arising directly from third-party claims attributable to your unlawful conduct, deliberate fraud, material breach of confidentiality, infringement of third-party rights, or property damage caused by your negligent or intentional acts.

This obligation will not apply to the extent that a claim or loss was caused by HowMy's own negligence, misconduct, breach of law, or other acts or omissions for which you cannot lawfully be held responsible.

HowMy will provide reasonable information about a claim for which it seeks indemnification, subject to applicable law.

13.3 HowMy Liability

To the extent permitted by applicable law, HowMy's liability to you arising directly from a particular assignment will be assessed in light of the applicable agreement and the circumstances of the claim.

Any contractual limitation of liability will not exclude or restrict liability that cannot lawfully be excluded or limited under Indian law.

Nothing in these Terms removes any statutory rights or remedies available to you.

14. Governing Law

These Terms are governed by the laws of India.

If a dispute arises concerning your Buddy engagement, assignment, or payout, you should first contact HowMy at **support@howmy.co.in** with the relevant assignment details and a description of the issue.

Both parties will make reasonable efforts to resolve the matter in good faith.

If the dispute cannot be resolved, it may be referred to a court of competent jurisdiction in Bengaluru, Karnataka, subject to applicable law and any mandatory jurisdictional requirements.

Nothing in this section prevents either party from pursuing a legal remedy that cannot lawfully be waived or restricted.

15. Changes to these Terms

HowMy may update these Terms to reflect changes in the Services, assignment requirements, business practices, or applicable law.

The revised Terms will be made available through the HowMy website, application, or another appropriate communication channel, with an updated effective date.

Where required by law, HowMy will obtain fresh consent or acceptance before applying material changes.

For existing assignments, the applicable terms will be determined by the agreement in force when the assignment was accepted, subject to changes required by law and any changes agreed by the parties.

Continued acceptance of assignments after an update will constitute acceptance only where such acceptance is legally effective under applicable law.

16. Contact Information

For questions about Buddy registration, assignments, quality reviews, payouts, suspension, or termination, contact:

HowMy — operated by DumGam Solutions

- **Website:** https://howmy.co.in
- **Email:** support@howmy.co.in
- **Phone:** +91 9187087065
- **Address:** Bengaluru, Karnataka, India

- **Support hours:** Monday to Saturday, 9:00 AM–6:00 PM IST

Please include your registered contact details and relevant assignment reference so that HowMy can identify the matter and respond appropriately.

Important: These Terms should be read together with the applicable Privacy Policy and assignment-specific payout terms. This draft is for business drafting purposes and is not a formal legal opinion. An Indian lawyer should review the independent-contractor wording, payout and tax provisions, non-solicitation restriction, intellectual-property licence, and liability and indemnity provisions before publication.