Terms and Conditions for Owner

Agreement for property owners using HowMy 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

HowMy is a property monitoring and progress-update platform operated by DumGam Solutions ("HowMy," "we," "us," or "our").

By registering an account, purchasing a subscription, or accessing or using the HowMy website, mobile application, or related services (collectively, the "Services"), you ("Owner," "you," or "your") agree to these Terms and Conditions, our Privacy Policy, and our applicable Refund and Cancellation Policy.

Please read these documents carefully before using the Services. If you do not agree to these Terms, do not register for or use the Services.

2. Description of Services

HowMy provides digital services that may include:

- Property monitoring through photographs, videos, visit reports, and progress updates submitted by assigned Buddies.
- Flat, apartment, and residential-project progress updates, including photographs, announcements, messages, and documents made available through the platform.
- Property-related communications and notifications.
- Optional services, features, promotions, and marketplace or informational features, where available and subject to their applicable terms.

The availability and scope of each service depend on the selected plan, the property location, operational feasibility, and the features available through HowMy.

HowMy facilitates property monitoring and the sharing of information. Unless expressly agreed in writing, HowMy is not a property manager, legal adviser, licensed surveyor, property valuer, real-estate broker, insurer, or guarantor of a property's condition, title, security, or value.

3. Eligibility and Account

To use the Services, you must:

- Be at least 18 years old or otherwise legally eligible to enter into a binding agreement under applicable law.
- Provide accurate, complete, and current registration, contact, and property information.
- Have the lawful authority or permission necessary to request monitoring or updates for the relevant property.
- Keep your login credentials confidential and take reasonable steps to prevent unauthorised access to your account.
- Notify HowMy promptly if you become aware of unauthorised access or incorrect account information.
- Update your contact and property details when they change.

HowMy may request reasonable information to verify your account or your authority to request the Services. Any such request will be handled in accordance with the Privacy Policy and applicable law.

You are responsible for activity carried out through your account, except where applicable law provides otherwise.

4. Owner Responsibilities

The Owner must:

- Provide accurate property details, location, landmarks, and access instructions necessary to deliver the Services.
- Ensure that they have the lawful authority required to request services for the relevant property.
- Inform HowMy of known access restrictions, disputes, litigation, or unsafe conditions that may affect a visit.
- Ensure that any access permission required for a property visit has been obtained.
- Use the Services lawfully and avoid submitting false, misleading, infringing, abusive, or harmful content.
- Treat assigned Buddies and HowMy representatives respectfully and refrain from harassment, threats, or inappropriate conduct.

- Pay the applicable fees and taxes under the selected plan.
- Cooperate reasonably with HowMy when scheduling or carrying out a visit.

HowMy may postpone, restrict, or decline a visit if access is unavailable, the visit presents a safety risk, or the requested activity may violate applicable law.

5. Property Monitoring and Service Limitations

5.1 Service Scope

The frequency of visits, number of photographs or videos, visit-report details, and other deliverables depend on the selected plan and the service description communicated at the time of purchase.

Any stated package size, coverage area, or service schedule is subject to the availability of Buddies and the operational feasibility of providing the Services at the relevant location.

5.2 Nature of Updates

Photographs, videos, and reports reflect the conditions observed during the relevant visit and are provided for informational and monitoring purposes. They are not a professional survey, valuation, title verification, structural inspection, or legal certification.

Monitoring does not guarantee the detection or prevention of theft, damage, encroachment, construction defects, unauthorised activity, or other changes occurring between visits.

5.3 Delays and Unavailable Visits

Visits or updates may be delayed or rescheduled because of weather, access restrictions, safety concerns, local or civic restrictions, Buddy availability, technical issues, or events beyond HowMy's reasonable control.

HowMy will make reasonable efforts to provide the Services in accordance with the selected plan. Where HowMy cannot provide a material part of a paid service, the applicable cancellation and refund terms will apply.

5.4 No Guarantee of Property Protection

HowMy is not a security service and does not continuously supervise or physically protect a property. The Owner remains responsible for taking appropriate steps to protect the property and obtain any required legal, insurance, security, or professional services.

6. Subscription Fees and Payments

The applicable subscription fee, service scope, duration, taxes, and any additional charges will be communicated before purchase or through the relevant plan details.

Payments may be accepted through UPI, bank transfer, or other payment methods made available by HowMy.

Where payment is made by UPI or bank transfer, the Owner may be required to provide a transaction reference or other payment confirmation so that HowMy can verify the payment.

Unless expressly stated otherwise:

- Fees are payable in accordance with the selected plan and the payment instructions provided by HowMy.
- Applicable GST and other legally required taxes will be charged in addition to the stated fee where required.
- Additional services, such as optional video capture or other plan-specific features, may attract additional charges disclosed before purchase.
- The subscription period and any renewal terms will be communicated at the time of purchase.
- A payment is not considered confirmed until it has been verified by HowMy or its payment provider.

The Owner is responsible for providing accurate payment details and retaining relevant payment confirmations.

7. Cancellation, Refunds, and Subscription Termination

Cancellations and refunds are governed by the applicable Refund and Cancellation Policy, which should be read together with these Terms.

7.1 Cancellation Requests

The Owner may request cancellation by emailing **support@howmy.co.in** from their registered email address or by providing sufficient account details for verification.

The request should identify the relevant subscription and property. HowMy may request additional information reasonably necessary to verify the request.

7.2 Notice for Cancellation

Where the applicable Refund and Cancellation Policy requires advance notice for a subscription cancellation, the required notice period and its effect on future billing or service delivery will be disclosed in that policy or at the time of purchase.

A request to stop a future renewal is distinct from a request to terminate a subscription before the end of its prepaid term. The applicable policy will explain the consequences of each type of request.

7.3 Refund Calculation

Where a refund is permitted, the amount will be determined in accordance with the applicable Refund and Cancellation Policy, taking into account the services already delivered, any clearly disclosed non-refundable charges that are lawful, and applicable legal requirements.

HowMy will communicate the refund calculation and process an approved refund within the applicable policy timeframe, subject to payment-provider or banking processing times.

Nothing in these Terms excludes or limits any refund or other right that cannot lawfully be excluded or limited under applicable law.

8. Intellectual Property and Use of Property Media

8.1 HowMy Intellectual Property

The HowMy name, branding, software, website, mobile application, interface, design, and related materials are owned by or licensed to DumGam Solutions and are protected by applicable intellectual-property laws.

Except as expressly permitted by HowMy or applicable law, you may not copy, modify, distribute, sell, reverse engineer, or commercially exploit these materials.

8.2 Photographs, Videos, and Reports

Photographs, videos, and visit reports captured and submitted by Buddies are used to provide the Services, including making relevant property updates available to the appropriate Owner or authorised apartment administrator.

HowMy may store, process, display, and reproduce such material as reasonably necessary to operate the Services, maintain service records, address support issues, and perform quality checks, subject to the Privacy Policy and applicable law.

Access to property media will be limited according to the intended service purpose and applicable account permissions.

8.3 Owner-Provided Content

If you submit messages, feedback, or other content through HowMy, you grant HowMy a limited, non-exclusive permission to host, store, process, and display that content as reasonably necessary to provide, maintain, and support the Services, subject to the Privacy Policy.

You retain any rights you have in the content you submit. You must have the rights and permissions necessary to submit it.

9. Acceptable Use

You agree not to:

- Use the Services for unlawful, fraudulent, misleading, or unauthorised purposes.
- Access or attempt to access another user's account, property information, or media without permission.
- Interfere with the security, availability, or operation of the platform.
- Upload or transmit content that infringes intellectual-property rights or violates applicable law.
- Harass, threaten, impersonate, or misuse the contact details of Buddies, Owners, administrators, or HowMy representatives.
- Scrape, copy, or systematically extract platform data without authorisation, except where permitted by applicable law.
- Reverse engineer or attempt to bypass technical restrictions, access controls, or subscription requirements, except where such restriction is prohibited by law.

HowMy may investigate suspected misuse and take proportionate action where reasonably necessary to protect users, the platform, or compliance with applicable law

10. Disclaimers

To the extent permitted by applicable law, the Services are provided on an “as available” basis. HowMy does not guarantee uninterrupted availability, error-free operation, or that every visit or update will occur at a particular time.

HowMy does not warrant that photographs, videos, or reports will identify every property issue or reflect conditions outside the time and scope of a visit.

The Services are not a substitute for professional legal advice, title verification, surveying, engineering inspections, valuation, insurance, or physical security.

Nothing in these Terms excludes any warranty, consumer right, or statutory protection that cannot lawfully be excluded under applicable law.

11. Limitation of Liability

To the extent permitted by applicable law, HowMy will not be liable for indirect, incidental, special, exemplary, punitive, or consequential losses arising from the use of the Services, including loss of profits, business opportunities, goodwill, or anticipated property value.

Subject to applicable law, HowMy's aggregate liability for a claim arising directly from a particular paid subscription will not exceed the fees paid for that subscription during the relevant subscription period.

The limitations in this section do not apply to liability that cannot lawfully be excluded or limited, including any liability for which applicable law prohibits such limitation.

HowMy is not responsible for property damage, theft, encroachment, construction delays, or other events merely because monitoring services have been used. This does not remove any liability that HowMy may have under applicable law for its own acts or omissions.

12. Indemnity

To the extent permitted by applicable law, you agree to compensate HowMy for reasonable losses, liabilities, and costs arising directly from your material breach of these Terms, unlawful use of the Services, infringement of another person's rights, or knowingly false information supplied by you.

This obligation applies only to the extent the relevant loss is attributable to your conduct. It does not require you to indemnify HowMy for losses caused by HowMy's own negligence, misconduct, breach of law, or other acts for which you cannot lawfully be held responsible.

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

13. Suspension and Termination

HowMy may suspend or restrict access to all or part of the Services where reasonably necessary because of non-payment, suspected fraud, misuse, a security risk, a legal requirement, or a material breach of these Terms.

Where reasonably practicable and legally permitted, HowMy will notify the Owner of the reason and provide an opportunity to resolve the issue before taking action. Immediate action may be necessary where there is a serious risk, suspected unlawful activity, or a legal obligation to act.

Either party may request termination of the subscription in accordance with the applicable Refund and Cancellation Policy and any applicable law.

On termination, access to subscription-based features may end in accordance with the applicable plan and policy. Outstanding payment obligations and provisions intended to survive termination, including intellectual-property, liability, and indemnity provisions, will continue to apply to the extent permitted by law.

Any prepaid balance or refund entitlement will be handled in accordance with the applicable Refund and Cancellation Policy and applicable law.

14. Governing Law and Dispute Resolution

These Terms are governed by the laws of India.

If you have a complaint or dispute relating to the Services, please first contact HowMy at **support@howmy.co.in** so that we can attempt to resolve the matter in good faith.

Subject to applicable law, courts of competent jurisdiction in Bengaluru, Karnataka, may have jurisdiction over disputes arising from these Terms. This provision does not restrict any non-waivable rights or remedies available to consumers under applicable law.

15. Changes to These Terms

HowMy may update these Terms when necessary to reflect changes in the Services, business operations, legal requirements, or other relevant circumstances.

The updated Terms will be published on the HowMy website or made available through an appropriate platform channel, together with a revised effective date.

Where required by applicable law, HowMy will obtain fresh consent or acceptance before applying material changes to existing users. Continued use of the Services after an update will constitute acceptance only where such acceptance is legally effective and sufficient under applicable law.

16. Contact Information

For questions, support requests, complaints, cancellation requests, or other concerns relating to these Terms, contact:

HowMy — operated by DumGam Solutions

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

Please include your registered contact details and relevant property or subscription information when contacting support, so that we can identify your account and respond appropriately.

Important note: These Terms should be read together with the HowMy Privacy Policy and Refund and Cancellation Policy. They should reflect the Services actually offered and the operational practices followed by HowMy. This draft is for business and drafting purposes and is not a substitute for review by a qualified Indian lawyer, particularly for cancellation and refund rules, liability limitations, indemnity, and consumer-protection compliance.