

# **AGREEMENT IN RELATION TO TERMS AND CONDITIONS OF USE**

## **Terms of Use**

This website <https://vyapaarnetwork.com> and/or its mobile application ("Site") is a B2B marketplace/platform and promotes business between suppliers and buyers within India or internationally. It is owned and managed by Ewns Vyapaar Network Private Limited ("Company", "We", "Us"). The expressions "You" "Your" or "User(s)" refers to any person who accesses or uses the Site for any purpose.

Any and all use of this Site is subject to, and constitutes acknowledgment and acceptance of, this terms and conditions of use which is an agreement between You as the user of the Site and the Company ("Agreement" and/or "Terms").

The Agreement has been segregated into various heads only for ease of reference. This in no way define, limit, construe or describe the scope or extent of each such section.

The Agreement contains various legal obligations; hence You are advised to please read them carefully. If You do not agree to or do not wish to be bound by the Agreement, You may not access or otherwise use the Site in any manner.

## **1. APPLICABILITY**

This Agreement applies to any person who accesses or uses the Site or uses the Company Services for any purpose. It also applies to any legal entity which may be represented by any person who accesses or uses the Site, under actual or apparent authority. The User(s) may use this Site and/or the Company Services solely for their commercial/business purposes.

This Agreement applies to all services offered on the Site and by the Company, collectively with any additional terms and conditions that may be applicable in respect of any specific service used or accessed by User(s) on the Site.

This Agreement shall govern the User's usage of the Company Services and this Site.

## **2. ACCEPTANCE**

By continuing use of this Site or the Company Services or by subscribing to or interacting with other user(s) or entering into negotiations in respect of sale or supply of goods or services, in any manner for any purpose, You agree, without limitation or qualification, to be bound by, and to comply with these Terms and any other posted guidelines or rules applicable to the user of the Site.

The Company reserves the right to change, modify, amend, or update the Agreement from time to time and such amended provisions of the Agreement shall be effective immediately upon being posted on the Site. If You do not agree to such provisions, You must stop using the service with immediate effect. Your continuous use of the service will be deemed to signify Your acceptance of the amended provisions of the Agreement.

You undertake and agree that You have fully read, understood and accepted the Agreement.

## **3. PLATFORM**

The Site acts as a transparent platform for User(s) to negotiate and interact with other User(s) for entering into negotiations in respect thereof for sale or supply of goods or services. The Company or Site are not parties to any negotiations that take place between the User(s) of the Site and are further not parties to any agreement including an agreement for sale or supply of goods or services or otherwise, concluded between the User(s) of the Site. The Company shall mainly act as an aggregator and provide a platform to the buyer and the Seller for purchasing goods and/or services as provided on the Site.

The Company or the Site does not control and is not liable in respect of or responsible for the quality, safety, genuineness, lawfulness or availability of the products or services offered for sale on the Site or the ability of the User(s) selling or supplying the goods or services to complete a sale or the ability of User(s) purchasing goods or services to complete a purchase including payment obligations. The Company and/or the Site shall not be liable for including, but are not limited to, misrepresentation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract including payment obligations and transportation accidents by any User on the Site. This agreement shall not be deemed to create any partnership, joint venture, or any other joint business relationship between the Company and any other party.

The User shall do its own due diligence before entering into any transaction with other users on the website. The Company will do preliminary/ sanity check solely in relation to the specifications provided the User on the Site. However, the Company shall not be liable in any manner for any loss suffered by You and/or other User pursuant to the same.

The User(s) agree to abide by the Agreement and any other rules and regulations imposed by the applicable law from time to time. The Company or the Site shall have no liability to the User(s) or anyone else for any content, information or any other material transmitted over the Site, including any fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each User(s).

#### **4. COMMISSION AND PLATFORM CHARGES**

You understand that you might be liable to pay platform charges for the usage of the Site. Further, by accepting these Terms, You agree to pay the Company a commission in timely manner for every trade made on the Site in accordance with the amount as provided by You while logging the trade on the Site (and such amount being verified and accepted by the Company). You undertake to be legally bound by this Agreement for the payment of the same and further agree that the Company and/or the Site shall have necessary remedies including remedies of injunction, specific performance, and other equitable relief for any threatened or actual breach. You acknowledge that the Company will be entitled to institute and prosecute proceedings in any court of competent jurisdiction to prevent You from violating any contractual or legal obligation or to compel Your performance of the obligations as provided in this Agreement. Further, any delay in the payment of commission as per the terms agreed between the Company and You, will be subject to a penal interest rate at 18% per annum on the outstanding commission amount.

#### **5. ELIGIBILITY**

The Site and the Company Services are available only to those individuals, firms or companies who can form legally binding contracts under the applicable laws, including the Indian Contract Act, 1872. As such, natural persons below 18 years of age and business entities or organisations that are not authorised by law to operate in India or other countries are not authorised to avail or use the Site or the Company Services.

If you are registering as a business entity, you represent that you are duly authorized by the business entity to accept the Terms under this Agreement and you have the authority to bind that business entity to this Agreement.

The Site is not available to persons whose membership/ account has been suspended or terminated by Company at its sole discretion.

The Company at its sole discretion reserves the right to refuse the access of the Site or the Company's Services to anyone at any time.

#### **6. USE OF THE SITE**

- (a) By using the Site and/or the Company Services, You represent and warrant that-(i) all registration information submitted is truthful and accurate; (ii) You will maintain the accuracy of all such information; (iii) You are 18 years of age or older; (iv) You are not in violation of any applicable law or regulation in Your use of the Site.
- (b) You understand that the Company does not own any third-party content nor have any of the Company's associates/affiliates, directors, officers or employees entered into any sales agency relationship with such third party by virtue of the display of the third-party content on the Site. Such Content is the sole responsibility of the party who provided the content. The Company is not responsible for the accuracy, authenticity, lawfulness, propriety or truthfulness of any third-party content, and shall not be liable to You in connection with Your reliance of such third-party content.
- (c) You agree to use this Site only for lawful purposes, and in a lawful manner which does not infringe the rights of or restrict or inhibit the use and enjoyment of this Site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may be defamatory, obscene, pornographic, pedophilic, invasive of privacy of any person, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to applicable laws.
- (d) You are aware that in no event the Site or the Company will be liable for any damages whatsoever, including, without limitation, indirect or consequential damages whether in action of contract, negligence, or other tortuous action, arising out of or in connection with the use of the Site.
- (e) You agree that You shall not copy, reproduce or download any information including text, images or video clips available on or through the Site, for the purpose of re-selling or re-distributing content available on the Site or performing any act that could otherwise commercially exploit the contents of the Site or the infringe the rights of the Company.
- (f) You agree to not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any goods and services, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law for the time being in force.
- (g) You agree to not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in or (i) buy the same goods which You are selling on the Site; (ii) sale the same goods which You propose to buy on the Site; and (iii) resale goods purchased on the Site, in any manner.
- (h) You shall not deceive or mislead any User or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact.
- (i) You are aware that the Company reserves the right to limit, deny or modify access to the Site and its features, to change any features or introduce new features without prior notice. In no event shall the Company be liable to You or any third parties for any inability to use the Site (whether due to disruption, limited access, changes to or termination of any features on the Site or otherwise), any delays, errors or omissions with respect to any communications or transmission, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Site or any features of the Site.
- (j) You shall not perform any act or undertake any scheme which could compromise the integrity of the computer systems or networks or attempt to gain unauthorized access to such computer systems or networks used by the Company and/or any other User. You shall not add any material into the Site systems which contains any viruses, Trojan horses, worms, time bombs or other computer programming or similar routines that may damage, interfere with, or intercept any network system, data or personal information of the Company or any other User.

- (k) You agree that you will not use the Site or the Company Services to infringe any intellectual property rights, whether belonging to the Company, its Users or a third party.
- (l) The Company reserves the right to terminate the access to the Site for a User upon any infringement of its obligations mentioned herein, or if the Company believes that the conduct of any User is harmful to the interests of the Company, its affiliates, or other users, or for any other reason in the Company's sole discretion.
- (m) By acceptance of this Agreement and these Terms, You hereby agree that You have obtained all requisite consents, licenses, approvals and permissions from all requisite governmental and statutory authorities for the goods and services You will provide on the Site.
- (n) Links to third party sites are provided on the Site as a convenience to Users. You acknowledge and agree that the Company does not have any control over the content of such websites and/ or any information, resources or materials provided therein, does not monitor such websites of third parties and shall in no manner be deemed to be liable or responsible to any person for such use of the third-party websites.

## **7. INTELLECTUAL PROPERTY RIGHTS**

The Company is the sole owner and the lawful licensee of all the rights to the Site and its content ("**Site Content**"). Site Content means the design, layout, logos, brand, text, images, graphics, sound, video etc. of or made available on the Site. The Site Content embodies trade secrets and other intellectual property rights protected under worldwide copyright and other applicable laws pertaining to intellectual property. All title, ownership and intellectual property rights in the Site and the Site Content shall remain in the Company or its affiliates, as the case may be.

All rights, not otherwise claimed under this Agreement by the Company, are hereby reserved. Any information or advertisements contained on, distributed through, or linked, downloaded or accessed from any of the services contained on the Site or any offer displayed on or in connection with any service offered on the Site ("**Website Information**") is intended, solely to provide general information for the personal use of the User(s), who fully accept any and all responsibility and liabilities arising from and out of the use of such Information. The Company does not represent, warrant or endorse in any manner the accuracy or reliability of Website Information, or the quality of any products and/or services obtained by the User(s) as a result of any Website Information.

The Information is provided "as is" with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of the Information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. Nothing contained in the Agreement shall to any extent substitute for the independent investigations and the sound technical and business judgment of the User(s). In no event shall the Company be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to the use of Site or the Company's Services. User(s) hereby acknowledge that any reliance upon the Information shall be at their sole risk and further understand and acknowledge that the Information has been compiled from publicly aired and published sources. The Company respects the rights of such entities and cannot be deemed to be infringing on the respective copyrights or businesses of such entities. The Company reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in any portion of the Information.

## **8. LINKS TO THIRD PARTY SITES**

Links to third party sites are provided on Site as a convenience to User(s) including for that of the logistics provider and bankers/ financial facility provider. User(s) acknowledge and agree that the Company does not have any control over the content of such websites and/ or any information, resources or materials provided therein.

The Company may allow User(s) access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to the websites offered by such third parties ("**Third Party Websites**"). The Company advises its User(s) to read the terms and conditions of use and/or privacy policies applicable in respect of such Third Party Websites prior to using or accessing such Third Party Websites. Users acknowledge and agree that the Company has no control over any content offered on Third Party Websites, does not monitor such Third Party Websites, and shall in no manner be deemed to be liable or responsible to any person for such Third Party Sites, or any content, products or services made available thereof.

## **9. REGISTERED USER(S)**

The Site will only be accessible to the registered User(s) of the Site. To become a registered User(s) of the Site a proper procedure has been made available on the Site which is for the convenience of User(s) so that they can easily use the website.

User(s) can become registered User(s) by filling an on-line registration form on the Site by providing the required information (including name, contact information, details of User(s) business, PAN card, GST number etc). The Company will establish an account ("Account") for the User(s) only upon successful verification of the details provided. Further, the Company shall use various third-party applications to conduct credit and other background checks of the User(s) of the Site. You hereby give consent to such background checks including for the Company to receive any personal data in such findings. Upon verification, it will assign a user alias ("User ID") and password ("Password") for log-in access to the User(s)'s Account. Users will be responsible for the content of all the messages communicated through the Account.

User(s) registering on the Site on behalf of business entities represent and warrant that: (i) they have the requisite authority to bind such business entity to this Agreement; (ii) the address provided by such User(s) at the time of registration is the principal place of business of such business entity; and (iii) all other information provided to the Company during the registration process is true, accurate, current and complete. For purposes of this provision, a branch or representative office of a User(s) will not be considered a separate entity and the principal place of business of the User(s) will be deemed to be that of its head office.

User(s) agree that by registering on the Site, they consent to the inclusion of their personal data in the Company's on-line database and authorize the Company to share such information with other User(s). Further, You agree to provide all such information as required by the Company for your verification including but not limited to PAN card, GST number etc..

The Company may refuse registration and deny the membership and associated User ID and Password to any User(s) for whatever reason. The Company may suspend or terminate a registered membership at any time without any prior notification in interest of the Company or general interest of its User(s) without assigning any reason thereof and there shall arise no further liability on the Company of whatsoever nature due to the suspension or termination of the User account. User(s) registered on the Site are in no manner a part of or affiliated to the Company.

User(s) further agree and consent to be contacted by the Company through phone calls, SMS notifications or any other means of communication, in respect to the services provided by the Company even if contact number(s) provided to the Company upon registration are on Do Not Call Registry.

You are responsible for safeguarding the Password to your Account. You agree not to disclose Your password to any third party. You must notify the Company immediately upon becoming aware of any breach of security or unauthorized use of Your account. You are also responsible for maintaining the confidentiality of Your personal and non-personal information and for restricting access to your computer, computer system and computer network, and for all activities that occur under Your Account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Each User(s) of the same organization may have access to different tabs/specification on the Site (for example: the accounting team might have access to fewer features than the marketing and business team). The Company at its sole discretion will decide each User(s) experience including selecting features for their profile as it deems fit.

## **10. INTERACTION BETWEEN USERS**

User(s) are cautioned that there may be risks of dealing with people acting under false pretenses on the Site. Site uses several tools and techniques to verify the accuracy and authenticity of the information provided by User(s). However, the Company cannot and does not confirm each User(s)'s purported identity on the Site. The Company encourages User(s) to evaluate the User(s) with whom they would like to deal with and use the common prudence while dealing with them.

User(s) agree to fully assume the risks of any transactions ("**Transaction Risks**") conducted on the basis of any content, information or any other material provided on the Site and further assume the risks of any liability or harm of any kind arising due to or caused in connection with any subsequent activity relating to any products or services that are the subject of any such transaction.

- (a) Such risks include, but are not limited to, misrepresentation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract including payment obligations and transportation accidents.
- (b) Such risks also include the risks that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Site may violate or may be asserted to violate third party rights, and the risk that the User(s) may incur costs of defense or other costs in connection with third parties' assertion of third party rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by third party rights claimants.
- (c) Such risks further include the risks that the purchasers, end-users of products or others claiming to have suffered injuries or harms relating to product originally obtained by User(s) of the Site as a result of purchase and sale transactions in connection with using any content, information or any other material provided on the Site may suffer harms and/or assert claims arising from their use of such products.

User(s) agree that the Company shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may occur/arise as a result of or in connection with any Transaction Risks. User(s) are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of any content, information or any other material provided on the Site, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage. In the event of a dispute with any party to a transaction, User(s) agrees to release and indemnify the Company (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction.

The Company is only providing a platform for communication, and You agree that the contract for sale of any of the products or services shall be a contract between the seller and the

buyer. You are solely responsible for all of the terms and conditions of the interactions or transactions conducted on the Site. In the event of a dispute with any party to a transaction, You agree to release and indemnify the Company, along with its affiliates, subsidiaries, employees, agents or officers from all claims, demands, actions, proceedings, costs, expenses and damages, incidental or consequential, arising out of or in connection with such transaction.

Further, without detriment to all other rights available to the Company under applicable laws, You hereby agrees to indemnify and defend the Company and Site ( "Indemnified Party") on demand against all liabilities, demands, actions, damages, judgements, causes of action, fines, penalties, interest, claims, third party claims and other relevant costs or expenses including but not limited to the amount paid for settlement of court cases, court costs and reasonable lawyer fees suffered by the Indemnified Party ( "Indemnification Loss") due to (a) any default or breach by You of any representation and warranty, covenant, undertaking, or obligations contained in this Agreement; and/ or You're your negligence, misconduct, gross misrepresentation and/or fraud in performing Your obligations under this Agreement. The indemnity or restitution will be such as to place the Indemnified Parties in the same economic position as they would have been in, had there not been any such breach and shall be compensated within thirty (30) days of receiving notice from the Company.

## **11. TERMINATION**

The Company reserves the right to terminate access to certain areas or features of the Site (to paying or registered User(s)) at any time without assigning any reason and with or without notice to such User(s).

The Company also reserves the right to deny access to particular User(s) to any or all of its services or content without any prior notice or explanation in order to protect the interests of the Company and/ or other user(s) of the Site. The Company further reserves the right to limit, deny or create different access to the Site and its features with respect to different User(s), or to change any or all of the features of the Site or introduce new features without any prior notice to User(s).

## **12. DATA PROTECTION**

The Company may use the information provided by You in regard to the goods and services or as part of creating an Account on the Site ("**User Information**"), to execute marketing campaigns, promotion or advertising messages on behalf of third parties. The User Information does not qualify as Sensitive Personal Data/Information. You agree that the User Information may be transferred, stored, used and processed at any place worldwide by the Company.

Personal information supplied by User(s) during the use of the Web Site is governed by the Company's privacy policy ("**Privacy Policy**"). Please click here to know about the Privacy Policy.

## **13. LIMITATION OF LIABILITY/DISCLAIMER**

The Company:

- (a) hereby expressly disclaims any and all warranties, express or implied, including but not limited to any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose, product and/or services. All such warranties, representations, conditions, undertakings and terms are hereby excluded.
- (b) makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability or completeness of any information provided on or through the Site including display or listing of tenders on the Site

- (c) no association of whatsoever nature with the publisher and/or the published contents.
- (d) does not facilitate or participate in any sale, delivery, transaction and / or storage related to any product including but not limited to controversial weapons, cluster munitions or anti-personnel mines and other such defense equipment.
- (e) does not represent or warrant that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Site does not violate any third party rights; and it makes no representations or warranties of any kind concerning any product or service offered or displayed on the site. Any material downloaded or otherwise obtained through the site is at the User(s) sole discretion and risk and the User(s) is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by the User(s) from Site or through or from the Site shall create or be deemed to create any warranty not expressly stated herein.
- (f) shall in no circumstances be held liable for any delay or failure or disruption of the content or services delivered through the Site.
- (g) not be liable for any information or data which is not within its knowledge / acknowledgment / contraventions / copyright issues committed by its Users.
- (h) shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise or any other damages resulting from any of the following:
- use or the inability to use the Site;
  - any defect in goods, samples, data, information or services purchased or obtained from a User(s) or a third-party service provider through the web site;
  - violation of third party rights or claims or demands that User(s) manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the web site may violate or may be asserted to violate third party rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by third party rights claimants; or
  - unauthorized access by third parties to data or private information of any User(s);
  - statements or conduct of any user(s) of the Site

The Users hereby agrees to indemnify and save the Company, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise:

- (a) from their use of the Site (including but not limited to the display of User(s) information on the Site) or from User(s)'s breach of any of the terms and conditions of this Agreement. User(s) hereby further agree to indemnify and save the Company, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User(s)'s breach of any representations and warranties made by the User(s) to the Company.
- (b) directly or indirectly, as a result of any claims asserted by third parties relating to products offered or displayed on the Site. User(s) hereby further agree that the Company is not responsible and shall have no liability for any material posted by other User(s) or any other person, including defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with the User(s). The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by any User(s), in which event such User(s) shall cooperate with the Company in asserting any available defenses.

You expressly agree that use of the Site is at its own risk.



## **14. NOTICES**

All notices or demands to or upon the Company shall be effective if in writing and shall be deemed to be duly made when sent to the Company at [info@vyapaarnetwork.com](mailto:info@vyapaarnetwork.com).

All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, or email to the last-known correspondence, email address provided by the User(s) on the Site, or by posting such notice or demand on an area of the Site that is publicly accessible without a charge.

Notice to a User(s) shall be deemed to be received by such User(s) if and when Site is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User(s), or immediately upon Web Site's posting such notice on an area of the Site that is publicly accessible without charge.

## **15. GOVERNING LAW AND DISPUTE RESOLUTIONS**

This Agreement and the Privacy Policy shall be governed in all respects by the laws of Indian Territory. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Mumbai, India.

## **16. MISCELLANEOUS**

- (a) Headings for any section of the Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- (b) The Company's failure to enforce any right or failure to act with respect to any breach by a User(s) under the Agreement and/or Privacy Policy will not be deemed to be the Company's waiver of that right or Company 's waiver of the right to act with respect with subsequent or similar breaches.
- (c) The Company shall have the right to assign its obligations and duties in this Agreement and in any other agreement relating the Company's Services to any person or entity.
- (d) If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions of the Agreement shall be enforced.
- (e) Your call may be recorded to ensure quality of service.
- (f) Any complaints or concerns with regards to any content on the Company's Services or any breach of this Agreement or Privacy Policy can be directed to the Company, through an email signed with the electronic signature sent to [support@vyapaarnetwork.com](mailto:support@vyapaarnetwork.com)