

Linoce Technologies LLP

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LINOCE MARKETPLACE CONTRACT

The relationship between us is solely that:

- in consideration of a fee charged by us, we provide for you an Internet Web based portal in your Brand Name / Sub – domain of Linoce as a sale extender portal.
- we act as your agent solely in the collection of money paid by Resellers connected from you via Linoce marketplace (Manage Partners).
- we are not partners or joint venturers.

If you place a Product/Services for sale on through our other hosted OTA's through our marketplace, you do so subject to these terms.

Although we are not a party to your contract with a buyer introduced to you via Our Marketplace, we may remove your Products/Services from connectivity if a customer Or Our Reseller(s) have valid complaints against you.

We may change this agreement in any way at any time. The version applicable to your contract is the version which was Mailed or Posted on Our Website at the time that the contract was made.

Subject to this agreement and to the procedures set out on Our marketplace, you may connect to Linoce hosted OTA's for sale through Our marketplace.

Linoce is an application which provides an online marketplace ("Application") where registered suppliers ("Suppliers") can offer to sell their products to registered users of Application including to resellers ("Resellers") and other Users.

The Application and the website at www.linocetech.com ("Website") (collectively, "Platform") are operated by Linoce Technologies LLP ("Company").

The Company's role is limited to the managing Application and associated marketing, facilitating payment collections, fulfilment, order management, enquiry management and other incidental services to enable the transactions between the Suppliers and the Reseller(S).

SELLER PRODUCT LISTING

By listing its products/services/inventory on the Platform, the Suppliers represent and warrant that they are legally capable to sell or list the products on Platform; and the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of any third party. Suppliers agree that the Company is not responsible for the breach of the same.

As a supplier, you agree to take full responsibility for all listing of products/services/inventory on the Platform via any sub-supplier in your platform; and the listed tickets do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of any third party. Suppliers agree that the Company is not responsible for the breach of the same.

Seller shall be solely responsible for the Product Information, related Content Seller Materials, Seller Products and Seller's offer and sale of the Seller Products on Marketplace and will ensure that during the term of this Agreement Seller remains fully compliant with all Applicable Laws.

2. ORDER, SALE AND FULFILLMENT

The Application allows Resellers & customers of Resellers to place orders for the products listed by Suppliers on Application and the Application, subject to Agreement herein, facilitates the placement of orders for the products by the Users.

The Company does not own, sell or resell any products on its own and/or does not control the Suppliers and only facilitates the transaction between buyers and sellers including User and Supplier as a 'marketplace'. Company makes all reasonable efforts to promptly update the Users account and other information in order to assist facilitate the transaction completion. Hence, Users are required to provide current, complete and accurate purchase and account information for all purchases made at on the Application.

All commercial/contractual terms of sale are offered by Suppliers and agreed to between Suppliers and the Resellers alone. The commercial/contractual terms include without limitation, price, date, period and mode of delivery, related to products or services, etc. Company does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Suppliers and the Resellers. All discounts and offers are by the Suppliers and not by the Company.

Seller shall retrieve the Order Information using the functionality enabled for Seller login of admin and agrees not to cancel any Reseller Transaction except in case of all orders received on pending mode.

OUR COMMISSION AND PAYMENT TO YOU

Joining Linoce Marketplace as a Seller and connecting resellers for sale is included in subscription charges taken by Linoce. We do retain a proportion of each sale, which at the moment is Rs. 100 / Rs. 300 for Domestic / International flight tickets ,GST extra.This amount may change at any time, but you will be informed by email if any changes are made.

We connect your products/services to the Resellers at the price you place on it, subject to these terms and also the requirements we set out on Email / Our Website from time to time.

Our fees and commissions are payable on demand. You irrevocably authorise us to deduct them from sums paid to us by your buyer.

If you or we accept any cancellation and consequently refund money to a customer, we are not obliged to repay commission to you.

If in our discretion we believe that your performance as a seller results in a significant number of buyer disputes or if we believe you are in breach of this agreement, we are free to hold back payments to you until we are satisfied that disputes have been settled and / or breach rectified.

Linoce, act as the payment agent for the limited purpose of accepting payments on behalf of such Suppliers from Resellers via virtual wallet managed by Linoce. The Users understand, accept and agree that the payment facility between Supplier & Reseller provided by the Company is neither a banking nor financial service but is merely a facilitator providing a third party payment processor for the transactions on the Application. Further, by providing payment facility, the Company is neither acting as a trustee nor acting in a fiduciary capacity with respect to the transaction or the transaction price.

Company merely collects the payment on behalf of the Supplier from Reseller, as the case may be. All applicable taxes and levies, the rates thereof and the manner of applicability of such taxes are to be charged and determined by the Supplier to his/her Reseller. Company holds no responsibility for the legal correctness/validity of the levy of such taxes. The sole liability with respect to any legal issue arising on the taxes payable shall be with the Reseller/Supplier.

The transaction is bilateral between Suppliers and Reseller("User Transactions"), the Company is not liable to charge or deposit any taxes applicable on such transaction.

All payments received from Resellers against all bookings will be transferred in suppliers wallet (managed by Linoce Marketplace) post 48 hrs of Travel completion date or as per agreement with individual supplier. Suppliers may request Wallet balance withdrawl in their bank account by raising payment withdrawl request available in admin panel. Parallel to that suppliers may also opt for using available balance in Linoce managed wallet for issuing bookings from other connected suppliers. Linoce may take 24 – 48 working hrs for funds transfer in supplier's bank account post receiving withdrawl request from supplier.

INVOICING BY SELLER

Seller shall create for all transactions via Marketplace using the functionality enabled for Seller Account. Seller will invoice the Listing Price of the Seller Product sold to Buyer as adjusted for any discounts offered to Buyer. GST/ SGST/ CGST will be charged as per Applicable Law on the adjusted Listing Price. If Linoce at its sole discretion decides to charge any other Charges and from the Buyer, Seller shall print the invoice in this regard and send the same with Seller Product to the Buyer.

Whether for transacting on Platform, User is required to be registered under the Central or State Goods and Services Tax Legislations ("GST Laws")?

- a. Company is not obligated towards any direct or indirect tax obligation of the User that may arise as a result of User's access or use of Services on the Platform. The requirement for registration and compliances under the GST Laws and other tax laws is the sole responsibility of the User including Reseller or Supplier, the Company is not liable for any omissions or commissions by such User who acts in violation of the any applicable law. Accordingly, User is advised to seek independent tax advice relating to its business and/or transaction through Platform including whether it is liable for GST registration.