

## DESCRIPTION OF SERVICE AND CONTENT POLICY

We act as a venue to allow our users who comply with these Terms to offer, sell, and buy products and services listed on the Platform. Although you may be able to conduct payment and other transactions through the Platform, using third-party vendors such as E-SELL is not in any way involved in such transactions. As a result, and as discussed in more detail in these Terms, you hereby acknowledge and agree that E-SELL is not a party to such transactions, has no control over any element of such transactions, and shall have no liability to any party in connection with such transactions. You use the Service and the Platform at your own risk.

You understand that E-SELL does not control, and is not responsible for ads, directory information, business listings/information, messages between users, including without limitation e-mails sent from outside E-SELL's domain or other means of electronic communication, whether through the Platform or another Third Party Website (defined below) or offerings, comments, user postings, files, images, photos, video, sounds, business listings/information and directory information or any other material made available through the Platform and the Service ("**Content**"), and that by using the Platform and the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You acknowledge and agree that you are responsible for and must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will E-SELL be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading any Content listed, emailed or otherwise made available via the Service. You acknowledge and agree that E-SELL cannot and does not pre-screen or approve any Content, but that E-SELL has the right, in its sole and absolute discretion, to refuse, delete or move any Content that is or may be available through the Service, for violating these Terms and such violation being brought to E-SELL's knowledge or for any other reason or no reason at all. Furthermore, the Platform and Content available through the Platform may contain links to other third-party websites ("**Third Party Websites**"), which are completely unrelated to E-SELL. If you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies. E-SELL makes no representation or guarantee as to the accuracy or authenticity of the information contained in any such Third Party Website, and your linking to any other websites is completely at your own risk and E-SELL disclaims all liability thereto.

You acknowledge and agree that you are solely responsible for your own Content posted on, transmitted through, or linked from the Service and the consequences of posting, transmitting, linking, or publishing it. More specifically, you are solely responsible for all Content that you upload, email, or otherwise make available via the Service. In connection with such Content posted on, transmitted through, or linked from the Service by you, you affirm, acknowledge, represent, warrant and covenant that: (i) you own or have and shall continue to, for such time the Content is available on the Platform, have the necessary licenses, rights, consents, and permissions to use such Content on the Service and Platform (including without limitation all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such Content) and authorize E-SELL to use such Content to enable inclusion and use of the Content in the manner contemplated by the

Service, the Platform and these Terms; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person or business in the Content to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content in the manner contemplated by the Service, the Platform and these Terms. For clarity, you retain all of your ownership rights in your Content; however, by submitting any Content on the Platform, you hereby grant to E-SELL an irrevocable, non-cancellable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Platform and E-SELL's (and its successor's) business, including without limitation for the purpose of promoting and redistributing part or all of the Platform and Content therein (and derivative works thereof) in any media formats and through any media channels now or hereafter known. These rights are required by E-SELL in order to host and display your Content. Furthermore, by you posting Content to any public area of the Service, you agree to and do hereby grant to E-SELL all rights necessary to prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service or Platform by any party for any purpose. As a part of the Service, E-SELL may offer the facility of automatically capturing the "Description" of your ad based on the images uploaded by you. E-SELL makes no warranty on the veracity or the accuracy of the generated Description. The Description may be edited by you at any time while your ad is live. You also hereby grant each user of the Platform (a) a non-exclusive license to access your Content through the Platform, and (b) the right to contact you with regard to the Content posted by you through private chat or any other means. The foregoing license to each user granted by you terminates once you or E-SELL remove or delete such Content from the Platform. Further, you grant E-SELL the right to make available your Content to any third party in connection with the transaction contemplated in your classified advertisement.

E-SELL does not endorse any Content or any opinion, statement, recommendation, or advice expressed therein, and E-SELL expressly disclaims any and all liability in connection with User Content. E-SELL does not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and E-SELL may, at its sole discretion, remove any infringing Content if properly notified in accordance with applicable law that such Content infringes on another's intellectual property rights. E-SELL reserves the right to remove any Content without prior notice. E-SELL may also terminate a user's access to the Platform if they are determined to be a repeat infringer or found to be indulging in any act contrary to these Terms. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a user submission removed from the Platform more than twice. Further, at its sole discretion, E-SELL reserves the right to decide whether any Content is appropriate and complies with these Terms.

**You agree not to post:** email, host, display, upload, modify, publish, transmit, store, update or share any information on the Site, or otherwise make available Content:

That violates any law or regulation;

1. That is copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights unless you are the owner of such rights or have permission or a license from their rightful

owner to post the material and to grant E-SELL all of the license rights granted herein;

2. That infringes any of the foregoing intellectual property rights of any party, or is Content that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);
3. That is harmful, abusive, unlawful, threatening, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy or other rights, including bodily privacy, insulting or harassing on the basis of gender, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling or harms or could harm minors in any way or otherwise unlawful in any manner whatsoever or otherwise inconsistent with or contrary to the laws in force;
4. That harasses degrades intimidates, or is hateful towards any individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, or disability;
5. That violates any (local) equal employment laws, including but not limited to those prohibiting the stating, in any advertisement for employment, a preference or requirement based on race, color, religion, sex, national origin, age, or disability of the applicant.
6. That threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any other nation;
7. That includes personal or identifying information about another person without that person's explicit consent;
8. That impersonates any person or entity, including, but not limited to, an E-SELL employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
9. Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
10. That is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch" offer;
11. That constitutes or contains "pyramid schemes," "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," or unsolicited advertisements of a commercial nature;
12. That constitutes or contains any form of advertising or solicitation if (1) posted in areas or categories of the Platform which are not designated for such purposes; or (2) e-mailed to E-SELL users who have requested not to be contacted about other services, products, or commercial interests;
13. That includes links to commercial services or Third-Party Websites, except as specifically allowed by E-SELL;
14. That advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation items the sale of which is prohibited or regulated by applicable law;
15. That contains software viruses, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or any other computer resource;

16. That disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or
17. That employs misleading email addresses, or forged headers, or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.
18. That belongs to another person and to which you do not have any right;
19. That is harmful to child;
20. That deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
21. That is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity, or agency for financial gain or to cause any injury to any person.

**Additionally, you agree not to:**

1. Contact anyone who has asked not to be contacted, or makes unsolicited contact with anyone for any commercial purpose, specifically, contact any user to post an advertisement on a third-party website or post any advertisement on behalf of such user; or to "stalk" or otherwise harass anyone;
2. Make any libelous or defamatory comments or postings to or against anyone;
3. Collect personal data about other users or entities for commercial or unlawful purposes;
4. Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Service, except for internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
5. Post Content that is outside the local area or not relevant to the local area, repeatedly post the same or similar Content, or otherwise impose unreasonable or disproportionately large loads on our servers and other infrastructure;
6. Post the same item or service in multiple classified categories or forums, or in multiple metropolitan areas;
7. Attempt to gain unauthorized access to computer systems owned or controlled by E-SELL or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Platform.
8. Use any form of automated device or computer program (sometimes referred to as "flagging tools") that enables the use of E-SELL's "flagging system" or other community control systems without each flag being manually entered by a human that initiates the flag (an "automated flagging device"), or use any such flagging tool to remove posts of

competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these Terms or any applicable law or regulation.

9. Use any automated device or software that enables the submission of automatic postings on E-SELL without human intervention or authorship (an "automated posting device"), including without limitation, the use of any such automated posting device in connection with bulk postings, or for automatic submission of postings at certain times or intervals; or

10. Any Content uploaded by you shall be subject to relevant laws and may disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site, we may terminate your account/block your access to the Site and we reserve the right to remove any non-compliant Content uploaded by you.

## **USER SUBMISSIONES**

You understand that when using the Platform, you will be exposed to Content from a variety of sources and that E-SELL is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content, and you agree and assume all liability for your use. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, defamatory, or libelous and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against E-SELL with respect thereto.

## **DEALINGS WITH ORGANIZATIONS AND INDIVIDUALS**

You acknowledge and agree that E-SELL shall not be liable for your interactions with any organizations and/or individuals on the Platform or through the Service. This includes, but is not limited to, payment and delivery of goods and services, and any other terms, conditions, warranties, or representations associated with any interaction you may have with other organizations and/or individuals. These dealings are solely between you and such organizations and/or individuals. You agree and acknowledge that E-SELL shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions. If there is a dispute between participants on the Platform, or between users and any third party, you understand and agree that E-SELL is under no obligation to become involved in such dispute. In the event that you have a dispute with one or more other users, you hereby release E-SELL, its officers, employees, agents, and successors from any and all claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Service.



## **LIMITATION AND TERMINATION OF SERVICE**

You acknowledge and agree that E-SELL may establish limits from time to time concerning the use of the Service, including among others, the maximum number of days that Content will be maintained or retained by the Service, the maximum number and size of postings, e-mail messages, or other Content that may be transmitted or stored by the Service, and the frequency and the manner in which you may access the Service or the Platform. You acknowledge that your account is identified and linked through your mobile number, Facebook account, or email address through which you have registered. In the event you have more than one account linked through your mobile number, Facebook account, or email address, E-SELL reserves the right to remove or restrict the usage of such duplicate accounts. You acknowledge and agree that E-SELL has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Platform or the Service. You acknowledge and agree that E-SELL reserves the right at any time to modify, limit or discontinue the Service (or any part thereof) with or without notice and that E-SELL shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service. You acknowledge and agree that E-SELL, in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your e-mail or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason or no reason at all, including, without limitation, if E-SELL believes that you have violated these Terms. Further, you agree that E-SELL shall not be liable to you or any third-party for any termination of your access to the Platform or the Service. Further, you agree not to attempt to use the Service after any such termination.

## **PRIVACY POLICY:**

### **Type of Information Collected:**

When you visit the Platform, we may collect certain non-personal information such as your Internet Protocol ("IP") address, operating system, browser type, and Internet service provider. This type of information does not identify you personally. When you register with the Platform, we may also collect personal information that you provide such as your name, mailing address, email address, phone/mobile number, home country, zip code, and certain other information in the event you log in via Facebook depending on your privacy settings including but not limited to your name, email address, profile picture, list of friends, education, etc. ("Registration Information"). You have the option of also providing to us your fax numbers, gender, age, and/or company name if you choose to register with E-SELL. If you provide your phone number, it may be displayed in your posting. Further, if you have provided your phone number and posted an advertisement using your account, you agree to receive communications on the provided phone number from our site which may include but not be limited to automated calls or text messages. The communication may require you to confirm and verify that your account has been used to post the relevant advertisement on the Platform. We may also collect additional information that our users provide, such as new or deleted postings, new or deleted comments, keyword searches, scam reports, and new

contact sellers. We use a third-party payment gateway for purchases, and other third-party companies to monitor site traffic, which may, in some instances, store your information (see Section xxi(D) below). By using this Platform or the Service, you consent to the collection, storage, and use of the personal information you provide for any of the services that we offer, and you consent to our collection of any changes or updates that you may provide to any information you provide that is collected by E-SELL.

By using this Platform, you consent to share your geolocation data in order to publish information/advertisements of advertisements offered by users close to your location and vice-versa.

### **Cookies:**

We may use cookies to manage our users' sessions and to store preferences, tracking information, and language selection. Cookies may be used whether you register with us or not. "Cookies" are small text files transferred by a web server to your hard drive and thereafter stored on your computer. The types of information a cookie collects include the date and time you visited, your browsing history, your preferences, and your username. In some instances, our third-party service providers may use cookies on the Platform. We cannot control or access cookies used by third-party service providers. This Privacy Policy covers only Cookies used by us and not any cookies used by third parties. You have the ability to either accept or decline the use of cookies on your computer, whether you are registered with us or not. Typically, you can configure your browser to not accept cookies. However, declining the use of cookies may limit your access to certain features of the Platform. For example, you may have difficulty logging in or using certain interactive features of the Platform, such as the E-SELL Forum or Comments feature.

### **Notification of Changes:**

We reserve the right to change these Terms from time to time, and at our sole discretion. We may send you a notice regarding material changes to these Terms, including the Privacy Policy or the Platform. You should make note of the "last updated date" at the beginning of the Terms. With this information, you should be able to identify if the Terms have been updated recently.