

# Rawmet24 Terms of Service

## Welcome to Rawmet24.com

In accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing of the rules and regulations, privacy policy and Terms of Use for access or usage of website and application for mobile and any other handheld devices, this document is herewith published by Shopemet Networks Private Limited ('Shopemet').

Rawmet24 is a web based information platform developed by Shopemet Networks Pvt Ltd. Situated in #23, 3<sup>rd</sup> Floor, Hariprem Building, Behind Asha Sweets, Binnamangala, Indiranagar, Bangalore -38, which provides the information about the tenders, auctions and other procurement and disposal mechanism and events through out India,

## CONSENT

By using Rawmet 24 services you are giving us your expressed consent to collect and use your personal data as described in this Terms and Conditions.

### 1. Your relationship with Rawmet24

1.1 Your use of Rawmet24's services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by Shopemet Networks Pvt Ltd. under a separate written agreement) is subject to the terms of a legal agreement between you and Shopemet Networks Pvt Ltd. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with Shopemet, your agreement with Shopemet will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with Shopemet will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Shopemet Networks in relation to your

use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the “Terms”.

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

## **2. Accepting the Terms**

2.1 In order to use our Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Rawmet24 in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that Rawmet24 will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if

(a) you are not of legal age to form a binding contract with Shopemet Networks.

## **3. Provision of the Services by Rawmet24**

3.1 Rawmet24 is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Rawmet24 provides may change from time to time without prior notice to you.

3.2 As part of this continuing innovation, you acknowledge and agree that Rawmet24 may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Rawmet24’s sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Rawmet24 when you stop using the Services.

3.3 You acknowledge and agree that if Rawmet24 disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

3.4 You acknowledge and agree that while Rawmet24 may not currently have set a fixed upper limit on the number of services you may request of us.

#### **4. Use of the Services by you**

4.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Rawmet24 will always be accurate, correct and up to date.

4.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

4.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Rawmet24, unless you have been specifically allowed to do so in a separate agreement with Shopemet Networks. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers).

4.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

4.5 Unless you have been specifically permitted to do so in a separate agreement with Shopemet Networks, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

4.6 You agree that you are solely responsible for (and that Rawmet24 or Shopemet Networks has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Rawmet24 or Shopemet Networks may suffer) of any such breach.

#### **5. Your passwords and account security**

5.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

5.2 Accordingly, you agree that you will be solely responsible to Rawmet24 for all activities that occur under your account.

5.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Rawmet24 immediately at [info@Rawmet24.com](mailto:info@Rawmet24.com).

## **6. Privacy and your personal information**

6.1 For information about Rawmet24's data protection practices, please read Rawmet24's privacy policy at <http://localhost/Rawmet24/tender/policy.html>. This policy explains how Rawmet24 treats your personal information, and protects your privacy, when you use the Services.

6.2 You agree to the use of your data in accordance with Rawmet24's privacy policies.

## **7. Proprietary rights**

7.1 You acknowledge and agree that Rawmet24 own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Rawmet24 and that you shall not disclose such information without Rawmet24's prior written consent.

7.2 Unless you have agreed otherwise in writing with Shopemet Networks, nothing in the Terms gives you a right to use any of Rawmet24's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

7.3 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

7.4 Unless you have been expressly authorized to do so in writing by Shopemet Networks, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **8. Content in the Services**

8.1 You understand that all information (such as data files, written text, computer software, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the “Content”.

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Rawmet24 (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Rawmet24 or by the owners of that Content, in a separate agreement.

8.3 Rawmet24 reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

8.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.5 You agree that you are solely responsible for (and that Rawmet24 or shopemet Networks has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Rawmet24 may suffer) by doing so.

## **9. Ending your relationship with Rawmet24**

9.1 The Terms will continue to apply until terminated by either you or Rawmet24 as set out below.

9.2 If you want to terminate your legal agreement with Rawmet24, you may do so by (a) notifying Rawmet24 at any time and (b) closing your accounts for all of the Services which you use, where Rawmet24 has made this option available to you. Your notice should be sent, in writing, to Rawmet24’s address which is set out at the beginning of these Terms.

9.3 Rawmet24 may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) Rawmet24 is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom Rawmet24 offered the Services to you has terminated its relationship with Rawmet24 or ceased to offer the Services to you; or

(D) Rawmet24 is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

9.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Rawmet24 have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 16.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

## **10. REFUND POLICY**

### **Subscription Fees:**

10.1. We offer a subscription-based service for suppliers of raw materials and scrap buyers to access information through our web product "RawMet24 For Business."

10.2. Subscription fees are non-refundable unless otherwise stated in this refund policy or required by applicable law.

### **10.3 Refund Eligibility:**

Refunds may be considered under the following circumstances:

10.3.1. If the refund request is placed within 24 hours from the time of purchase of the subscription, 75% of the subscription fee paid will be refunded

10.3.2. For the refund requests placed after 24 hours and within 3 days from the date of subscription, 50% of the subscription fee will be refunded.

### **10.4 Refund Requests:**

10.4.1. Users requesting a refund must submit a written refund request to our designated communication channels that is [refund@rawmet24.com](mailto:refund@rawmet24.com).

10.4.2. The refund requests made through other means are not valid and no refund will be processed for such requests.

### **10.5 Refund Process:**

10.5.1. Once a refund request is received, we will review it within a reasonable time frame.

10.4.2. If the refund request is approved, we will initiate the refund using the original payment method or an alternative agreed upon with the user.

### **10.6 Refund Timeframe:**

10.6.1. We will make reasonable efforts to process approved refunds promptly.

10.6.2. The time it takes for the refunded amount to be reflected in the user's account may vary depending on the payment method and financial institutions involved.

### **10.7 Non-Refundable .**

10.7.1. No refund will be processed for the requests received after 3 days from the date of subscription.

### **10.8 Contact Information:**

10.8.1. Users can contact our customer support team for refund inquiries or assistance with the refund process.

10.8.2. All refund-related communication should be directed to [refund@rawmet24.com](mailto:refund@rawmet24.com)

### **10.9 Modification**

10.1.1 We may modify this Refund and Cancellation policy from time to time and the Refund Policy which was in effect during the time of purchase of the subscription shall be applicable for the refund request placed by you.

## **11. EXCLUSION OF WARRANTIES**

11.1 RAWMET24 NEVER UNDERTAKES ANY WARRANTY OR AUTHENTICITY OF THE INFORMATION SHARED IN THE PLATFORM UNDER ANY CIRCUMSTANCES.

11.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

11.3 IN PARTICULAR, RAWMET24, DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

11.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

11.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RAWMET24 OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

11.6 RAWMET24 FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **12. LIMITATION OF LIABILITY**



12.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 9.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT RAWMET24 SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH RAWMET24 MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE RAWMET24 WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

12.2 THE LIMITATIONS ON RAWMET24'S LIABILITY TO YOU IN PARAGRAPH 12.1 ABOVE SHALL APPLY WHETHER OR NOT RAWMET24 HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

### **13. Copyright and trade mark policies**

13.1 It is Rawmet24's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including in the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers.

#### **14. Advertisements**

14.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

14.2 The manner, mode and extent of advertising by Rawmet24 on the Services are subject to change without specific notice to you.

14.3 In consideration for Rawmet24 granting you access to and use of the Services, you agree that Rawmet24 may place such advertising on the Services.

#### **15. Other content**

15.1 The Services may include hyperlinks to other web sites or content or resources. Rawmet24 may have no control over any web sites or resources which are provided by companies or persons other than Rawmet24.

15.2 You acknowledge and agree that Rawmet24 is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

15.3 You acknowledge and agree that Rawmet24 is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

#### **16. Changes to the Terms**

16.1 Rawmet24 may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Rawmet24 will make a new copy of the Universal Terms available at **<Link for disclaimer>** and any new Additional Terms will be made available to you from within, or through, the affected Services.

16.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, Rawmet24

will treat your use as acceptance of the updated Universal Terms or Additional Terms.

## **17. General legal terms**

17.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

17.2 The Terms constitute the whole legal agreement between you and Shopemet Networks and govern your use of the Services (but excluding any services which Shopemet Networks may provide to you under a separate written agreement), and completely replace any prior agreements between you and Shopemet Networks in relation to the Services.

17.3 You agree that Shopemet Networks may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services from Rawmet24.

17.4 You agree that if Rawmet24 does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Rawmet24 has the benefit of under any applicable law), this will not be taken to be a formal waiver of Rawmet24's rights and that those rights or remedies will still be available to Rawmet24.

17.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

17.6 The Terms, and your relationship with Rawmet24/Shopemet Networks Pvt Ltd. under the Terms, shall be governed by the laws of the State of Karnataka without regard to its conflict of laws provisions. You and Rawmet24 agree to submit to the exclusive jurisdiction of the courts located within the county of India, Karnataka, Bangalore to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Rawmet24 shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.