**TERMS AND CONDITIONS FOR VENDOR**

This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under as applicable and the amended provisions of electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require physical or digital signatures.

This document is published following the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of domain name [link of website], mobile site and mobile application (Android or Apple) ("Website"), (hereinafter referred to as "Platform"). Hereinafter, the terms Website and Platform shall be construed interchangeably; the mention of one term will include the other term unless expressly stated otherwise.

By using the Website, the Vendor is agreeing to these Terms & Conditions (defined below). Please read them carefully. **Umair Technology Pvt Ltd.**is doing business as “MR Deal”

“MR Deal” owns and operates the Website (mention the website URL). The Website provides a marketplace and platform for consumers and vendors to interact with each other and get into business for repair or replacement of damaged mobile screens (collectively, “Third Parties”). The MR Deal marketplace, platform, and related functionality, whether provided through the Site or through other means, are collectively referred to as the services (the “Services”).

If the Vendor does not agree with any part of these Terms & Conditions, the Vendor must not use the Site or Services. The Vendor’s continued use of the Site or Services will constitute the acceptance of these Terms & Conditions, as they may be modified by MR Deal from time to time, with or without notice to the Vendor. Please check this page regularly for updates to the MR Deal Terms & Conditions.

**MARKETPLACE VENUE**

MR Deal is a platform to allow Vendors, subject to compliance with MR Deal’s policies, to repair/replace the mobile screens of the Customers. MR Deal may not be directly involved in the transaction between Customers and Vendors, ensuing no control by reasons whatsoever in any aspect of the Vendors’ transactions with the Customers, and the Vendors are solely responsible to the Customer for all aspects of Vendor’s transactions.

**PERMITTED USE AND COMPLIANCE WITH LAWS**

MR Deal authorizes the Vendor to access, view and use the Site content and software (collectively, the “Company full name”) solely to the extent necessary for the Vendor to provide the Services. The Vendor may not remove any copyright, trademark or other proprietary notices that have been placed on the Website. Except as expressly permitted by these Terms & Conditions, any modification, reproduction, redistribution, republication, uploading, posting, transmitting, distributing or otherwise exploiting in any way the Website, or any portion of the Website, is strictly prohibited without the prior written permission of MR Deal.

The Vendor agrees that they will comply with all applicable laws, regulations and ordinances relating to the Site and Services, or the Vendor’s use of them and that in using the Site and Services the Vendor will not engage in any conduct that restricts or inhibits any other person from using or enjoying the Services.

**INTELLECTUAL PROPERTY**

Except as otherwise indicated, all materials in the Site, including, but not limited to text, software, photos, video, graphics, music, sound, the MR Deal logo or trademark and service mark and the entire contents of the Site are the property of the Company and/or its affiliates or licensors, and are protected by international/Indian copyright and trademark laws, all rights reserved. Any violation of these restrictions may result in a copyright, trademark, or other intellectual property right infringement that may subject the Vendor to civil and/or criminal penalties.

**MR DEAL SERVICES AND VENDOR SERVICES**

The information and materials provided on the Site and through the Services are intended for general reference only, and may not describe all of the terms, conditions, and exceptions applicable to MR Deal’s Services. MR Deal presents information from the Vendor through the MR Deal Site and Services, including prices offered for the Vendor’s items, item descriptions, certain Vendor’s terms of service, and other information (“Third Party Information”). MR Deal cannot control and is not responsible for the accuracy of any Third-Party Information. Once the Vendor sets a particular price and the Customer has made the booking for that particular price, the Vendor is obligated to make the repairs on the amount booked by the Customer.

**PRIVACY AND PASSWORDS**

MR Deal values and protects the privacy of the information. Please review the MR Deal privacy policy (attach the link here), as it contains important information relating to the Vendor’s use of the Site and Services. Some portions of the Site are protected and require a user identification code (“User ID”) and password for access. Unauthorized access or use of such portions of the Site is prohibited. The Vendor agrees that they will notify MR Deal immediately if they believe that a third party has obtained their User ID or password, or if the Vendor believes that any unauthorized access or use may occur or has occurred. For the Vendor’s protection, if MR Deal believes that any unauthorized access may occur or has occurred, MR Deal may terminate access without prior notice to the Vendor. The Vendor also agrees that MR Deal is permitted to act upon any instructions received such instructions as authorized by the Vendor.

**WARRANTY EXCLUSIONS AND LIMITATIONS OF LIABILITY**

The Company warrants that the Services and the Website will conform substantially to the description mentioned on the Website only. As set forth in the foregoing sentence, there is no representations or warranties of any kind regarding the Services of the Vendor to the Customer including the following:

* Broken Screen Policy

Inclusions

* physical damage
* screen glass broken
* Touch not proper working
* Touch is not working
* Touch auto working
* Lcd blinking
* LCD brightness not working

Exclusions

* lining shown in LCD
* LCD broken
* Spot or black dot in LCD
* water damage
* Standard of quality of the product used by the Vendor

Though the Company will always encourage the Vendor to use the highest quality of the product for the mobile screen replacement, Mr Deal will not be liable for the quality of the Services.

In case, if the Vendor has contacted MR Deal to purchase some products from MR Deal and MR Deal provides the products on Vendor’s demands, the Vendor can check the products at the time of delivery only. Only testing warranty at the time of the delivery will be allowed and No pasting warranty (while using the product for the Customer’s repair) is allowed once the Vendor has taken the delivered products away from the possession of MR Deal.

MR Deal expressly disclaim any and all warranties, whether express or implied, including but not limited to all warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any and all warranties arising from the course of dealing and usage of trade; that the services will meet its requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error, as to the results that may be obtained from the operation, use or other exploitation of the services or the Website, and as to the accuracy or reliability of any information obtained from the services or the Website. No advice or information, whether oral or written, obtained not expressly stated herein.

Under no circumstances will the Vendor be entitled to recover from MR Deal any incidental, consequential, indirect, punitive or special damages (including damages for loss of business, loss of profits or loss of use), whether based on contract, tort (including negligence), or otherwise arising from or relating to the Services or Website, even if MR Deal has been informed or should have known of the possibility of such damages.

**INDEMNITY**

Vendor agrees to indemnify and hold MR Deal, its affiliates, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by the Customer due to or arising out of (i) Vendor’ access to or use of Services, (ii) Vendor’ violation of these Terms & Conditions, or (iii) the infringement by the Vendor, or any third party using Vendor’s account, of any intellectual property or other rights of any person or entity. MR Deal reserves the right, at Vendor’s expense, to assume the exclusive defence and control of any matter for which the Vendor is required to indemnify MR Deal and the Vendor agrees to cooperate with MR Deal’s defence of these claims. The Vendor agrees not to settle any matter without the prior written consent of MR Deal. MR Deal will use reasonable efforts to notify the Vendor of any such claim, action or proceeding upon becoming aware of it.

**APPLICABLE LAW, JURISDICTION, COMPLIANCE**

The Vendor and MR Deal agree that all matters arising from or relating to the use and operation of the Site and/or the Services will be governed by the substantive laws of the Republic of India, without regard to its conflicts of laws principles. The Vendor agrees that all claims the Vendor may have arising from or relating to the operation, use or other exploitation of the Site and/or the Services will be heard and resolved in the courts located in Mumbai.

**VENDOR REGISTRATION**

The Vendor will contact MR Deal for the registration process for the use of their Site. The Registration Process involves verification of documents, verification of the workplace of the Vendor and any other verification deemed fit by MR Deal. It is the discretion of MR Deal whether the registration is successful or not and for the same, the Vendor cannot bring any claims against MR Deal.

**REFER AND EARN PROGRAM**

The Customer can redeem their collected coins/points by repairing or purchasing any mobile accessory from the Vendor through the Website after scanning the Vendor’s bar code through the mobile application. The Vendor shall accept the coins/points and cannot deny the Customers in this regard. All the coins/points collected through the mobile application by the Vendor from Customers can later be redeemed from MR Deal by purchasing products. The redemption process for the Vendor includes ordering and purchasing items from MR Deal amounting to coins/points collected by the Vendor. The minimum requirement of coins/points is 5000 for purchasing a product from the Company. The Vendor can order the product after contacting MR Deal. The number of collected points used in the purchase will get reduced from the Vendor’s account after completing the purchase of products from the Vendor.

**MISCELLANEOUS PROVISION**

The Vendor agrees not to contact the Customer outside the Site for direct dealing or any other business purposes. If MR Deal has an apprehension that the Vendor is misusing the policy, the Vendor stands to get blacklisted from MR Deal Site without any notice and delete/remove all their reward points.