USER AGREEMENT

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to 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 any physical or digital signatures.

This document is published in accordance with 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/ website [www.KiranaKart.app] (“Website”), including the related mobile application (hereinafter referred to as “Platform”).

This document may be amended from time to time are collectively referred to below as the “Terms”. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms, at any time without any prior written notice to You. By accessing, browsing, or otherwise using the Platform or using the Services, including following the posting of changes, User agrees to accept and be bound by the Terms (as may be amended from time to time). It is your responsibility to review these Terms periodically for any updates / changes. Please do not use the Services or access the Platform if you do not accept the Terms or are unable to be bound by the Terms.

PLEASE READ THE TERMS CAREFULLY BEFORE PROCEEDING IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THE PLATFORM OR THE SERVICES PROVIDED BY THE PLATFORM OR KIRANAKART. By impliedly or expressly accepting these Terms, You also accept and agree to be bound by any amendments, updates and modifications to the Terms and the other policies (including but not limited to, Privacy Policy), as maybe amended, updated and modified from time to time.

Additional terms and conditions may apply to You in respect of availing specific services and/or to specific portions or features of the Platform, including but not limited to, Services, any other additional services as may be offered by us from time to time, contests, offers, schemes, promotions or other similar features, all of which terms are to be read as part of these Terms. You agree to abide by such other terms and conditions, including, where applicable, representing that You have the legal capacity to use or participate in such service or feature. If there is a conflict between these Terms and the terms posted for or applicable to a specific portion of the Platform or for any specific service offered on or through the Platform, the latter terms shall control with respect to your use of that portion of the Platform or the specific service.

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GENERAL TERMS

EFFECTIVE DATE

These Terms of Use shall come into force with effect from 0000 hours of 12th December 2020.

APPLICATION AND ACCEPTANCE OF THE TERMS

Your use of the Platform and KiranaKart’s services, features, functionality, software and products (collectively the “Services” hereinafter) is subject to the terms and conditions contained in this document as well as the [Privacy Policy](https://udaan.com/privacy),  and any other rules and policies of the Platform that KiranaKart may publish from time to time.

You must read KiranaKart [Privacy Policy](https://udaan.com/privacy) which governs the collection, use, and disclosure of personal information about Users. You accept the terms of the Privacy Policy and agree to the use of the personal information about you in accordance with the Privacy Policy.

PROVISION OF SERVICES

You must register on the Platform in order to access and use the Services. Further, KiranaKart reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) subject to other conditions that KiranaKart may impose in its discretion.

In case you avail services while accessing the Platform, that may be supported and/or provided by third party service provider(s), for all such services your contracting entity will be such third party service provider(s), as the case may be. KiranaKart disclaims all liability for any claims that may arise pursuant to your use of services provided by such third party service provider(s).

User agrees and confirms that any Services provided to you by KiranaKart are on best efforts basis and KiranaKart may engage services of third party service provider(s) to facilitate such Services to you. We shall not in any manner be liable to you for failure or delay in providing the Services or for any temporary disablement, permanent discontinuance of the Services by us or for any consequences resulting from such actions or reasons that are beyond our reasonable control.

User acknowledges that the Services are being provided to you on a ‘as is’ and ‘as available’ basis and may be interrupted while browsing, transacting, using or uploading information on the Platform. User agrees that we reserve the right to suspend the Services, forthwith without assigning any reason whatsoever, at our sole discretion.

KiranaKart may at any time with or without notice, withdraw, terminate, and/or suspend any or part of the Services without cause or in case of any breach of the Terms by the User. In addition, termination of any or part of any Services shall not impact provision of other services or other business arrangements or agreements which the User may have entered into with KiranaKart.

ELIGIBILITY

The Platform is available for use and access to Users who can form legally binding contracts under Indian Contract Act, 1872. For the purposes of these Terms, the term ‘persons’ shall mean any sole proprietor, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other body corporate duly incorporated under the laws of India.

User must not use the Platform and its Services for their personal use and the Platform shall be used by the User only for their business purposes.

USER ACCOUNTS AND VERIFICATION OF ACCOUNT

User must be registered on the Platform to access or avail the Services for its commercial purposes. You agree and acknowledge that you will transact on the Platform only for your business purposes and not for personal use. Further, KiranaKart may reject User’s application, without assigning any reasons thereof, for registration for any other reason.

A set of user ID and OTP (One Time Password) / password is unique to a single account. Any action triggered on your user account on the Platform or by using the unique OTP will be deemed to have been authorised by you and with your express consent. You shall be solely responsible for maintaining the confidentiality and security of your user ID and password and for all activities that occur under your account. You agree that all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any terms & conditions or rules, subscribing to or making any payment for any Services, sending emails using the Platform or other communications) will be deemed to have been authorized by you.

When you access the Platform you are electronically communicating with KiranaKart. KiranaKart may communicate with you by e-mail, SMS, WhatsApp messages or messages through other modes of communication, phone call or by posting notices on the Platform or by sending in-app notifications or any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages) in the above manner, from KiranaKart with respect to your use of the Platform and it shall be deemed by your continued use of the Platform that you agree and consent to receive any communications from KiranaKart.

While registering the User account on the Platform you will be required to furnish details about you and with respect to your business including without limitation, business name, GSTIN, PAN, TAN, Udyog Aadhar, address, phone number and/ or any other information that may be required by KiranaKart to provide in relation to your business. You agree and acknowledge that we may directly or through a third-party service provider validate the information provided by you on the Platform. You agree to furnish additional information and provide documentary proof as may be requested by us, from time to time, for the purposes of verification of your user account information. If any information provided by you is found to be incorrect or misleading, KiranaKart reserves its right to take appropriate steps as set forth under Clause 7 of these General Terms. For the purposes of verification of your account information, you agree that we may share your information with such third party service provider in accordance with the terms of the Privacy Policy. We reserve the right to seek additional information from you about you and your business, from time to time and you consent to provide such additional information to continue using the Platform.

USERS GENERALLY

You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc. available on or through the Platform (the “Platform Content”), and (b) you will not copy, reproduce, download, compile or otherwise use any Platform Content for the purposes of operating a business that competes with KiranaKart, or otherwise commercially exploiting the Platform Content or systematic retrieval of Platform Content from the Platform to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes).

KiranaKart may allow Users access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such third parties terms and conditions and/or privacy policies before using the Platform with respect to such content, products or services that you may avail. You acknowledge that KiranaKart has no control over such third parties' web sites and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on such web sites.

You agree not to undertake any action which may undermine the integrity of KiranaKart’s feedback system.

You agree that the Services shall be availed by you only for commercial purposes that is for sale or purchase of products for further distribution or sale. You further agree that you will not use the Platform or any of its Services thereof for your personal use or consumption.

By posting or displaying any information, content or material (“User Content”) on the Platform or providing any User Content to KiranaKart or our representative(s), you grant perpetual, worldwide, royalty-free, and sub-licensable license to KiranaKart to display, transmit, distribute, reproduce, publish, translate, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of the Platform, the provision of any Services and/or the business of the User. You confirm and warrant to KiranaKart that you have all the rights, power and authority necessary to grant the above license.

User agrees, undertakes, and confirms that User’s use of Platform shall be strictly governed by the following binding principles:

User shall not host, display, upload, modify, publish, transmit, update or share any information which:

belongs to another person and to which User does not have any right to;

is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

is misleading in any way;

is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

harasses or advocates harassment of another person;

involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming" or messages using KiranaKart’s communication Platform;

promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;

promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

contains video, photographs, or images of another person (with a minor or an adult);

tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;

engages in commercial activities and/or sales without prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Platform. Throughout this Terms of Use, KiranaKart's prior written consent means a communication coming from KiranaKart's Legal Department, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization;

solicits gambling or engages in any gambling activity which, in sole discretion, believes is or could be construed as being illegal;

interferes with another user’s use and enjoyment of the Platform or enjoyment of any similar Services;

refers to any website or URL that, in sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms;

harm minors in any way;

infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;

violates any law for the time being in force;

deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

impersonate another person;

contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel-bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

shall not be false, inaccurate or misleading;

shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

shall not create liability for KiranaKart or cause KiranaKart to lose (in whole or in part) the Services of our internet service provider ("ISPs") or other suppliers.

You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content on the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content on the Platform, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. KiranaKart reserves its right to bar any such activity.

User shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the Services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.

Unless expressly permitted, User shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. User shall not reverse look-up, trace or seek to trace any information on any other User of or visitor to Platform, or any other User, including any account on the Platform not owned by User, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than User’s own information, as provided for by the Platform.

Each User agrees to indemnify KiranaKart, its affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from or in connection with: (i) your submission, posting or display of any User Content; (ii) from your use of the Platform or Services; (iii) from your breach of the Terms or breach of any applicable laws, including tax laws; (iv) any service availed by you from a third party service provider using any dispute inter-se Users; and/or (vi) your negligence or wilful misconduct.

BREACHES AND SUSPENSION

If any User breaches any Terms, or if KiranaKart has reasonable grounds to believe that a User is in breach of any Terms, or could subject KiranaKart or its affiliates to liability, or is otherwise found inappropriate or unlawful in KiranaKart’s opinion, KiranaKart shall have the right to take such disciplinary actions as it deems appropriate, including without limitation:

suspending or terminating the User’s account and any and all accounts determined to be related to such account by KiranaKart in its discretion;

blocking, restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service;

removing any product listings or other User Content that the User has submitted, posted or displayed;

withhold settlement of payments by KiranaKart to the User;

any other corrective actions, discipline or penalties as KiranaKart may deem necessary or appropriate in its sole discretion.

Notwithstanding anything contained herein these Terms, KiranaKart may with or without notice and in its sole discretion be entitled to suspend, de-activate, or de-list any product listings or User’s account for any reasons, including without limitation, economic constraints, operational difficulties, financial implications, usage behaviour of the User on the Platform etc.

In the event a User becomes inactive or if no transaction is noticed by KiranaKart, in such a case KiranaKart reserves its right to delist, deactivate or suspend a User’s account in its sole discretion, with or without giving any notice to the User.

KiranaKart reserves the right to cooperate fully with governmental authorities, private investigators, injured third parties in the investigation of any suspected criminal or civil wrongdoing and/or any third parties alleging a claim against you. Further, KiranaKart may disclose the User's identity and contact information, if requested by any third party, government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action.

If it comes to the knowledge of KiranaKart or KiranaKart reasonably believes that any User has availed any Services to obtain any product/service for its personal use or consumption or for any purpose other than a commercial purpose, KiranaKart shall have the right in its sole discretion, without intimation to the User, to take action such as but not limited to suspending or terminating the User’s account and any and all accounts determined to be relation to such account.

TRANSACTIONS BETWEEN BUYER AND SELLER

For any Services, KiranaKart does not represent either the Seller or the Buyer in specific transactions. KiranaKart does not control and is not liable to or responsible for the quality, safety, suitability of products, lawfulness or availability of the products or services offered for sale on the Platform, or the ability of the Seller to complete a sale or the ability of Buyers to complete a purchase. KiranaKart does not implicitly or explicitly support or endorse the sale or purchase of any products on the Platform. At no time shall any right, title or interest in the products sold through or displayed on the Platform vest with KiranaKart nor shall KiranaKart have any obligations or liabilities in respect of any transactions on the Platform.

Each User acknowledges that it is fully assuming the risks of conducting any purchase and sale transactions (hereinafter referred to as “Transaction Risk”) in connection with using the Platform or Services, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the Platform. User acknowledges and undertakes that it is transacting on the Platform at its own risk and is using its best and prudent judgment before entering into any transactions through the Platform.

KiranaKart shall neither be liable nor responsible for any actions or inactions of the User nor any breach of conditions, representations or warranties of the products and hereby expressly disclaims any and all responsibility and liability in that regard. KiranaKart shall not mediate or resolve any dispute or disagreement between Buyer and the Seller of the products or any third party that is rendering services to you.

In the event that any User has a dispute with any party to a transaction such User agrees to release and indemnify KiranaKart (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. This clause shall also apply to any services opted for by the User by accessing any link from KiranaKart site to avail of any independent services related to the transaction of buy-sell conducted on the Platform from any third party.

We do not make any representations pertaining to the information, content, products included on or delivery of the products or otherwise made available to User and User acknowledges that we are only acting as an intermediary between the Buyer and the Seller. User hereby further agrees, acknowledges and confirms that we are not responsible in any way for the products purchased by the Buyer from the Seller and it is explicitly agreed by the User that we will not in any way, under any circumstances whatsoever, be responsible or held liable for products purchased by Buyer from the Seller and/or in relation to any issue and/or dispute thereof. User hereby further agrees, acknowledges and confirms that under the aforesaid circumstances Buyer’s only recourse will be against the Seller and we will not be made a party to any such issue and/or dispute between the Seller and the Buyer.

The User(s) shall be solely responsible for obtaining all necessary third party licenses and permissions (if any required under applicable law) regarding the right and authority (if required under applicable laws) to re-sell, trade, re-distribute or export or offer to sell, trade the products or services and such sale, trade, distribution or export or offer does not violate any applicable laws.

BUYER POLICIES

By purchasing an item the buyer agrees to be bound by the conditions of sale included in the item's description provided that those conditions of sale are not in breach of this User Agreement or otherwise unlawful. KIRANAKART is not responsible for the side effects one might endure by use of any item bought through the Website.

KIRANAKART recommends the buyer to look for other users' testimonials before making the purchase decision. We encourage the buyers to post feedback on the retailer after the sale is closed and product is delivered.

While KIRANAKART takes necessary steps and precautionary measures to ensure that the retailer is genuine but KIRANAKART cannot and do not confirm the identity of all parties or guarantee the quality, safety or legality of any aspect of the items listed or the accuracy of the listings. The buyer acknowledges this risk while he agrees to this terms and conditions. KIRANAKART suggest all users employ common sense, and encourage users to contact KIRANAKART to report any and all suspicious behavior or misappropriation of the site service.

RETAILER POLICIES

1. Redemption of Earnings:

KIRANAKART reserves the right to keep on hold the remittance to the Retailer for purposes of safety of ‘Kiranakart .com’ and/or Users. In such case, the Retailer will be intimated and required to complete additional check and verification and KIRANAKART may contact the Retailer for verification of or additional information, details, data and documents.

Termination: If KIRANAKART terminates a listing or your account, if you close your account, or if the payment of your KIRANAKART fees cannot be completed for any reason, you remain obligated to pay KIRANAKART for all unpaid fees plus any penalties, if applicable.

KIRANAKART reserves the right to issue a warning, temporarily/indefinitely suspend or terminate the retailer’s membership of the App and refuse to provide the retailer with access to the App in case of non-payment of fees by it to KIRANAKART . KIRANAKART also reserves the right to take legal action in case of non-payment of fees by the retailer to KIRANAKART . KIRANAKART reserves the right to refuse any of its service to anyone, for any reason, at any time.

1. Listing and Selling

Listing Description and Pricing: By listing an item on the App the retailer warrant that they and all aspects of the item comply with KIRANAKART 's published policies. Retailers also warrant that they may legally sell the item. Listed items represent a binding offer at the set price to other users who comply with the conditions specified in the offer. The contract of purchase is formed when a member complies with the conditions specified in the offer and completes the checkout process. Retailers must accurately describe their item and all terms of sale in the KIRANAKART App or website. Retailers agree to provide, maintain and update the data to keep it true, accurate, current and complete information about themselves as prompted by KIRANAKART 's registration form, profile generation and shop set-up.

The listings by the Retailer may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All items must be listed in an appropriate category with appropriate tags. Each listing must accurately and completely describe the item/items for sale in that listing. Retailer must ensure that the listed items do not infringe upon the intellectual property, trade secrets or other proprietary rights or rights of publicity or privacy rights of third parties.

All listed items must be kept in stock for successful fulfilment of sales.

If the item description does not match the actual condition of the item, Retailer agrees to refund any amounts that they may have received from the buyer.

The price stated in each item listing description must be an accurate representation of the sale. Retailer may not alter the item's price after a sale for the purpose of avoiding KIRANAKART 's transaction fees, misrepresent the item's location, or use another user's account without permission. The retailer’s items prices must be inclusive of applicable taxes. KIRANAKART reserves the right to remove content which is deemed to be inappropriate or that could subject KIRANAKART to legal action.

Sales: All sales are binding. The retailer is obligated to ship the order or otherwise complete the transaction with the buyer in a prompt manner. The transaction between buyer and retailer shall be considered a legally binding contract between those two parties.

d. Prohibited Goods: Every KIRANAKART retailer is responsible for the laws that apply to them, your shop and your items, including any shipping restrictions for your items. There are some types of items that we don't allow in KIRANAKART 's marketplace, even if they are legal and otherwise meet KIRANAKART 's selling criteria. Some things just aren't in the spirit of KIRANAKART .

NO GUARANTEE

KIRANAKART does not guarantee continuous, uninterrupted access to the App, and operation of the App may be interfered with by numerous factors outside KIRANAKART 's control.

NO WARRANTY

KIRANAKART and its suppliers, affiliates and service provider provide the App and services without any warranty or condition, express, implied or statutory and specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. You expressly agree that your use of the App at your risk.

FEEDBACK AND RATINGS

KIRANAKART encourage registered buyers and retailers on the App to provide feedback to each other after the transaction has closed; this helps all Users to know what it is like to deal with the said buyer/retailer.

KIRANAKART will not be responsible for the feedback that buyer post on the App and buyer should be careful about making comments that are not factual in nature and should not post defamatory or illegal or offensive/obscene contents.

As a retailer, if you continue to receive negative feedback ratings or fail to deliver your order repeatedly, KIRANAKART reserves the right to suspend your membership, and you will be unable to list or buy on the App.

QUESTIONABLE AND INFRINGING ITEMS AND ACTIVITIES

In accordance with the Information Technology (Intermediaries guidelines) Rules 2011 including any amendments/ notifications, in case of non-compliance with rules and regulations, user agreement and privacy policy for access or usage of intermediary computer resource, the Intermediary has the right to immediately terminate the access or usage rights of the users to the computer resource of Intermediary and remove non-compliant information.

You are solely responsible for your conduct and activities on and regarding to KIRANAKART and any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, "Content") that you submit, post, and display on KIRANAKART .

The Retailer’s Content and their use of KIRANAKART shall not:

a)    Be false, inaccurate or misleading;

b) Be grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of others privacy, hateful, or racially, ethnically objectionable, disparaging, impersonating or intimidating any person (including KIRANAKART staff or other users); modify, adapt or hack KIRANAKART or modify another app so as to falsely imply that it is associated with KIRANAKART ; or falsely stating or otherwise misrepresenting your affiliation with any person, through for example, the use of similar e-mail address, nicknames, or creation of false account(s); or any other method or device relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

c)    host images not part of a listing;

d)    harm minors in any way; be obscene or contain child pornography;

e)    infringe any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit, illegal or stolen items;

f)     violate any applicable law, statute, ordinance or regulation, or that violates the Terms of Use for the time being in force;

g)    deceive or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

h)   contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

i)     threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other   nation.

j)     directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force. Without prejudice to the generality of the above, KIRANAKART does not permit transactions in the following items including but not limited to categories as stated in the Prohibited Items Policy which can be accessed below.

k)    create liability for KIRANAKART or cause KIRANAKART to lose (in whole or in part) the services of KIRANAKART 's ISPs or other suppliers.

l)     link directly or indirectly to or include descriptions of items, goods or services that are prohibited under the User Agreement or any other applicable law for the time being in force including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860, Information Technology Act 2000 as amended time to time and rules there under.

Repeat Infringers

KIRANAKART will promptly terminate without notice the accounts of users that are determined by KIRANAKART to be "repeat infringers." A repeat infringer is a user who has been notified of infringing activity or has had content they posted removed from the Service at least once.

LIMITATION OF LIABILITY AND INDEMNITY

To the maximum extent permitted by law, the Services provided by KiranaKart on or through the Platform are provided "as is", "as available" and “with all faults” , and KiranaKart 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. All such warranties, representations, conditions, and undertakings are hereby excluded.

To the maximum extent permitted by law, KiranaKart makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability, completeness or accurateness of any information provided on or through the Platform; KiranaKart does not represent or warrant that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the platform does not violate any third party rights; and KiranaKart makes no representations or warranties of any kind concerning any product or service offered or displayed on the platform. Except as provided herein, to the fullest extent permissible by applicable law, the aggregate liability of KiranaKart for any claims that may arise in connection with these terms shall not exceed an amount of INR 1000/-.

Under no circumstances will KiranaKart be liable for any consequential, incidental, special, exemplary or punitive damages, including but not limited to any lost profits that result from your purchase of any products on platform or any services availed, even if KiranaKart has been advised of the possibility of such damages.

FORCE MAJEURE

Under no circumstances shall KiranaKart be held liable for any losses, delay or failure or disruption of the content or services delivered through the Platform resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, epidemics, pandemics, curfews, lock-down, orders of domestic or foreign courts or tribunals or non-performance of third parties.

INTELLECTUAL PROPERTY RIGHTS

KiranaKart is the sole owner or lawful licensee of all the rights and interests in the Platform and the Platform Content. All title, ownership and intellectual property rights in the Platform and Platform Content shall remain with KiranaKart or licensors of the Platform Content, as the case may be. All rights not otherwise claimed under the Terms or by KiranaKart are hereby reserved.

"KiranaKart" and any other related icons and logos are registered trademarks or trademarks or service marks of KiranaKart Technology Private Limited, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

KiranaKart may, at its sole discretion, permit the User(s) of the Platform, in writing, to use “KiranaKart” and any other related icons and logos for indicative purposes in the form and manner and terms and conditions as maybe agreed by KiranaKart.

NOTICES

All legal notices or demands to or upon KiranaKart shall be made in writing and sent to KiranaKart personally, by courier, certified mail, or facsimile to the following entity and address: KiranaKart Technologies Private Limited, 1st floor, Plot 224, Sher E Punjab CHS, Mahakali Caves Road, Andheri East, Mumbai, Mumbai City, Maharashtra, India- 400093 Attn: Legal Department. The notices shall be effective when they are received by KiranaKart in any of the above-mentioned manner.

All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to KiranaKart, or SMS, WhatsApp messages, or in-app notifications, or by posting such notice or demand on an area of the Platform that is publicly accessible without a charge or through such other mode of communication as KiranaKart may deem fit in its discretion. Notice to a User shall be deemed to be received by such User if and when, a) KiranaKart is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or b) immediately upon KiranaKart posting such notice on an area of the Platform that is accessible by the User or publicly accessible without charge.

MISCELLANEOUS PROVISIONS

Unless otherwise communicated to you by KiranaKart, the Terms (including its sections as may be applicable to the Seller or Buyer) constitute the entire agreement between User and KiranaKart and govern the User’s use of the Platform and any of the Services. The Terms shall supersede any prior written or oral agreements that you may have had in relation to the use of the Platform and any of the Services.

KiranaKart and User are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by the Terms. The relationship between you and us is one of independent contractors, and nothing contained in these Terms will be construed to (a) give either party the power to direct and control the day-to-day activities of the other, (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow you to create or assume any obligation on our behalf for any purpose whatsoever.

If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

KiranaKart’s failure to enforce any right or failure to act with respect to any breach by User under the Terms will not constitute a waiver of that right nor a waiver of KiranaKart’s right to act with respect to subsequent or similar breaches.

KiranaKart shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of KiranaKart. User may not assign, in whole or part, the Terms to any third party or person.

The Terms shall be governed by the laws of India and the parties to the Terms agree to submit to the exclusive jurisdiction of the courts of Mumbai ,Maharashtra, India.

GRIEVANCE OFFICER

In accordance with applicable laws, you may contact the Grievance Officer for any issues or concerns at the following address: Mr. Aadit, Grievance Officer, KiranaKart Technology Private Limited, Customer Service,1st floor, Plot 224, Sher E Punjab CHS, Mahakali Caves Road, Andheri East, Mumbai, Mumbai City, Maharashtra, India- 400093  
Email: aadit@kiranakart.app  
Time: Mon - Sat (10:00 AM - 07:00 PM)

Please note:-

Terms & conditions should continuously updated as and when the changes happen in the

1. User journey.
2. Modification in the platform
3. Policies both internal and external.