

1StopMandi Terms of Service

Last Updated: July 10, 2025

These Terms of Service ("Terms") form an integral part of the Merchant Enrolment Form for 1StopMandi ("Form") and constitute a legally binding agreement between you, whether personally or on behalf of an entity (the "Merchant"), and Zyientkart Private Limited, operating as 1StopMandi ("1StopMandi," "we," "us," or "our"), regarding the use of the 1StopMandi Platform for the purchase of Goods by the Merchant.

1 Definitions

- **Commencement Date:** The date on which the Merchant receives a confirmation email from 1StopMandi upon successful completion of the sign-up process on the 1StopMandi Platform or the date of execution of the Form, whichever is earlier.
- **Credit Facility:** The option availed by the Merchant to place Order(s) on a credit basis during the Credit Period.
- **Credit Limit:** The maximum amount the Merchant is permitted to keep as outstanding during the Credit Period, which may be revised by 1StopMandi at its sole discretion without prior notice, communicated in writing to the Merchant.
- **Credit Period:** The period, as communicated by 1StopMandi, within which the Merchant shall clear all outstanding dues.
- **Goods:** Farm-fresh produce, dairy, and other essentials available on the 1StopMandi Platform.
- **1StopMandi Platform:** The online technology platform owned by 1StopMandi where Goods are displayed, and the Merchant can place Order(s).
- **Logistics Partner:** Third-party logistics service provider delivering Goods to the Merchant.
- **Merchant:** The entity or individual operating in the HORECA (hotel, restaurant, catering) sector or kirana stores, as specified in the Form.
- **Merchant Content:** Content provided by the Merchant on the 1StopMandi Platform, including reviews, images, or business details.
- **Order(s):** An order placed by the Merchant for the purchase of Goods via the 1Stop- Mandi Platform or through offline assisted sales.
- **Parties:** 1StopMandi and the Merchant.
- **Perishable Goods:** Goods such as fruits, vegetables, dairy, and other items with limited shelf life, prone to spoilage or deterioration.
- **Price:** The selling price of the Goods as indicated on the 1StopMandi Platform or

communicated by 1StopMandi at the time of placing Order(s).

- **Services:** Services offered by 1StopMandi through the 1StopMandi Platform.
- **Website:** www.1stopmandi.com, including related webpages, mobile applications, or other media controlled by 1StopMandi.
- **1StopMandi Content:** Content created by 1StopMandi, including visual interfaces, graphics, and usage-related data associated with the Merchants account.

2 General Understanding

1StopMandi lists and displays Goods and Prices on the 1StopMandi Platform. Upon signing up, the Merchant may browse, select, and place Order(s) for Goods. After an Order is placed, 1StopMandi will indicate the tentative delivery time and provide functionality to track delivery status.

3 Quality Standards and Compliance

1StopMandi will supply Goods based on the Order specifications. Both Parties shall comply with all applicable laws. The Merchant acknowledges that 1StopMandi sources Goods from third-party farmers, FPOs, or vendors and is not liable for manufacturing-related aspects, such as quality, ingredients, or shelf life. Such issues are the responsibility of the third-party supplier, though 1StopMandi will facilitate communication with them. 1StopMandi disclaims liability for deliveries made directly by third-party suppliers to the Merchant.

The Merchant agrees not to make cash deposits into the 1StopMandi's bank account. Any such deposits will be treated per applicable tax laws, and the Merchant shall indemnify 1StopMandi for any resulting losses.

4 Term and Termination

The arrangement begins on the Commencement Date and continues indefinitely unless terminated. Either Party may terminate with seven (7) days' prior written notice. 1StopMandi may terminate or suspend access immediately if:

- The Merchant defaults on payments for two consecutive invoices.
- Insolvency events occur, such as bankruptcy or liquidation.
- Fraudulent or suspicious activity is detected on the merchant's account.
- The Merchant fails to comply with applicable laws or these Terms.

Termination does not affect accrued rights, the validity of delivered Goods, or the Merchant's obligation to pay for Goods ordered or delivered.

5 Pricing of Goods

1StopMandi sells Goods at the Price displayed on the 1StopMandi Platform or as mutually agreed. Prices may be revised at 1StopMandis' discretion without prior notice before Order placement.

6 Quality of Goods

The Merchant must inspect the quality and quantity of Goods upon delivery. Failure to raise concerns at delivery forfeits the right to request replacements. 1StopMandi is not responsible for quality or quantity issues post-delivery acceptance. The Merchant must use Goods before their expiry date, and 1StopMandi is not liable for quality issues thereafter. For Perishable Goods affected by delivery delays caused by the Merchant, no refunds will be issued. Reverse pickup requests are accepted only with a new Order within seven (7) days of delivery, or the return opportunity expires.

7 Delivery Timeline

Orders are delivered within the agreed time slot, with possible variations of up to 30 minutes earlier or later, communicated via the 1StopMandi Platform.

8 Obligations of the Merchant

The Merchant shall:

- Make timely payments for invoices per the Form and these Terms.
- Accept Goods delivery without delay. 1StopMandi may recall Goods if acceptance is delayed beyond ten (10) minutes, without refunding payment.
- Provide accurate and current information, including name, address, and contact details.
- Arrange elevator service for deliveries above the second floor.
- Acknowledge that Order cancellations are subject to 1StopMandis review and not guaranteed.
- Be responsible for non-delivery due to failure to accept Goods at the agreed time and location, with a potential penalty of INR 1500 for losses incurred by 1StopMandi.

9 Invoice and Payments

1StopMandi will provide invoices with Goods delivery. The Merchant shall pay the Price as reflected in the invoice. For Merchants availing the Credit Facility:

- Invoices must be cleared within the Credit Period, or 1StopMandi may disable further Orders and levy 18% annual interest on overdue amounts.
- 1StopMandi may offset amounts owed by the Merchant against any payments due to the Merchant under other agreements with 1StopMandi or its affiliates.
- The Merchant must provide PAN, GSTIN, and other required documents, and may need to submit undated cheques or bank guarantees as security.

1StopMandi will collect Tax Collected at Source (TCS) per Section 206C(1H) of the Income Tax Act, 1961, at the applicable rate on the invoice value. TCS will be remitted to the government and reported against the merchant's PAN, with quarterly certificates provided. The Merchant is responsible for providing accurate PAN details and reconciling TCS credits, with discrepancies reported within 15 days of certificate receipt. No discrepancies will be addressed after July 31 of the following financial year.

10 Effect of Termination

Upon termination, all undisputed invoices must be paid within seven (7) days, or 1StopMandi may levy 18% annual interest on overdue amounts and pursue legal action.

11 Ownership of 1StopMandi Content and Proprietary Rights

1StopMandi exclusively owns all intellectual property rights in the 1StopMandi Platform and 1StopMandi Content. The Merchant shall not use, modify, or reproduce 1StopMandi Content without authorization and must protect 1StopMandi's proprietary rights. Any infringement may lead to legal action.

12 Confidentiality

Both Parties shall protect Confidential Information, including business plans, supplier details, and these Terms, unless such information is publicly known, received from a third party, or independently developed. The Merchant must notify 1StopMandi of any unauthorized access to Confidential Information and assist in mitigation.

13 Disclaimers

To the fullest extent permitted by law, 1StopMandi disclaims all warranties, express or implied, regarding the Services, Platform, and Goods, including merchantability and fitness for purpose. 1StopMandi is not liable for errors, damages, unauthorized access, or service interruptions.

14 Indemnity

The Merchant shall indemnify 1StopMandi against claims, costs, or losses arising from the Merchant's breach of these Terms or actions, except where caused by 1StopMandi's gross negligence or willful misconduct.

15 Limitation of Liability

Neither Party is liable for incidental, special, or consequential damages. 1StopMandi's maximum liability is limited to the value of the Order under which a claim arises.

16 Notices

Notices shall be sent in writing by registered post, hand delivery, or email to:

- **1StopMandi:**
Attention: LegalTeam
Address: Sheohar, Bihar 843329, India
Email: support@1stopmandi.com
- **Merchant:** The email and address provided in the Form.
- Notices are deemed received upon delivery or email receipt.

17 Governing Law

These Terms are governed by the laws of India, with exclusive jurisdiction in the courts of Patna, Bihar.

18 Severability

If any provision is invalid or unenforceable, it shall be modified to achieve the intended objectives, with the remaining provisions unaffected.

19 Waiver

No delay in exercising rights constitutes a waiver unless explicitly stated in writing.

20 Entire Agreement

These Terms and the Form constitute the entire agreement, superseding all prior understandings.

21 No Third-Party Rights

No third party may enforce these Terms.

22 No Assignment

The Merchant may not assign or transfer rights or obligations under these Terms.

23 Independent Contractors

The Parties are independent contractors, with no agency or partnership created.

24 Acceptance of Privacy Policy

By signing the Form, the Merchant agrees to the 1StopMandis Privacy Policy.

25 Modification

1StopMandi may modify these Terms, with changes effective upon posting on the 1StopMandi Platform. The Merchant shall review updates regularly.

26 Third-Party Credit Facilities

If the Merchant uses third-party credit for Orders, the Merchant is responsible for repayment, dealing directly with lenders for queries, and acknowledges that 1StopMandi may restrict further purchases upon default. 1StopMandi is not a lender.

27 1StopMandi Wallet

27.1 Eligibility

By using the 1StopMandi Wallet, the Merchant confirms authorization to bind the entity and compliance with these Terms.

27.2 Services

The 1StopMandi Wallet allows Merchants to load funds and purchase Goods on the 1StopMandi Platform.

27.3 Documentation

The Merchant must provide KYC documents, including a mobile number and self-declaration of name. Insufficient documentation may lead to account restrictions.

27.4 Conditions for Using the 1StopMandi Wallet

- The Wallet is reloadable up to INR 20,00,000 via bank accounts, cards, or net banking.
- Refunds for disputed Orders may be credited to the Wallet.
- The Wallet is non-transferable and non-withdrawable.
- Funds must be used for purchases on the 1StopMandi Platform.
- Upon request, the Wallet can be closed, with outstanding amounts transferred to the source account, except for promotional credits, which expire as per their validity.
- Inactive Wallets (no transactions for one year) may be deactivated or reactivated upon written request.
- Failed or canceled transaction amounts are refunded to the Wallet within 15 working days.
- Only one Wallet per Merchant is allowed.
- Funds must come from lawful sources.

1StopMandi may suspend Wallet services for violations, fraud, technical issues, or other legitimate reasons.

27.5 Obligations of the Merchant

The Merchant is responsible for Wallet password security and must notify 1StopMandi of any loss or unauthorized use. 1StopMandi assumes all instructions from the Merchants' account are authorized.

27.6 Grievance Redressal

For queries or concerns, contact support@1stopmandi.com.