

TERMS OF USE

This document is an electronic record/agreement 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 website and mobile application (together referred to as “platform”).

The use of any product, service or feature (the “Materials”) available on our platform is owned by Jayashree Enterprises, a sole proprietorship concern having its office at E1-106, Shriram WhiteHouse Apartments, RT Nagar, Bangalore-560032, Karnataka, India (hereinafter referred to as “”).

For the purpose of these Terms of Use, wherever the context so requires “You” or “User” shall mean any natural or legal person who visits or uses our platform. Shopazrd allows the User to surf our platform without registering on the platform. The term “We”, “Us”, “Our” shall mean .

Your use of our platform, services and tools are governed by the following terms and conditions (“Terms of Use”) as applicable as and when you access our platform. Further, this Terms of Use policy includes applicable policies which are incorporated herein by way of reference. By mere use of our platform, You shall be contracting with and these terms and conditions including the policies constituting Your binding obligations, with .

This platform, including all Materials present (excluding any applicable third party materials), is the property of and is copyrighted and protected by worldwide copyright laws and treaty provisions. You hereby agree to comply with all copyright laws worldwide in Your use of our platform and to prevent any unauthorized copying of the Materials. does not grant any express or implied rights under any patents, trademarks, copyrights or trade secret information.

When you use any Materials provided by us on the platform, you will be subject to the rules, guidelines, policies, terms and conditions applicable to such services and they shall be deemed incorporated into the ToU and considered a part and parcel of the ToU. We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the ToU at any time and without any prior written notice to you. It is your responsibility to review the ToU periodically for updates/changes. Your continued use of our platform following the changes will mean that you accept and agree to the revisions. As long as you comply with the ToU, we grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use our platform.

ACCESSING, BROWSING OR OTHERWISE USING THE PLATFORM INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by Policies (including but not limited to Privacy Policy available on Privacy Policy as amended from time to time).

USER ELIGIBILITY

Use of our platform is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use our platform. If you are a minor i.e. under the age of 18 years, you

shall not register as a User of our platform and thereby refrain from using our platform. As a minor if you wish to use our platform, such use may be made by your legal guardian or parents on the platform. reserves the right to terminate your membership and / or refuse to provide you with access to our platform if it is brought to 's notice or if it is discovered that you are under the age of 18 years.

YOUR ACCOUNT AND REGISTRATION OBLIGATIONS

If You use our platform, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Use. At such an occasion, we shall have the right to indefinitely suspend or terminate or block access of your membership on our platform and refuse to provide You with access to our platform.

COMMUNICATIONS

When You use our platform or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

CHARGES

Membership on platform is free. does not charge any fee for browsing the platform. In particular, Shopazard may at its sole discretion introduce new services and modify some or all of the existing services offered on the platform.

Blogs: This is to inform and clarify that individuals (including but not limited to employees of and referred to as “Individuals” hereafter) may contribute articles and opinions on our platform entirely at our sole discretion, in the form of “blogs”, as such term is generally understood. You hereby acknowledge and agree that these blogs constitute the opinion of the Individuals in their personal capacity, and may not represent official positions of Shopazard in any manner. Shopazard retains all ownership and rights in these blogs.

You may be permitted to post comments and feedback to these blogs. By doing so, You expressly agree and acknowledge to abide by the following:

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

(a) belongs to another person and to which You do not have any right;

(b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, 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;

(c) is misleading in any way;

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

(e) harasses or advocates harassment of another person;

(f) involves the transmission of “junk mail”, “chain letters”, or unsolicited mass mailing or “spamming”;

(g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

(h) 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];

(i) promotes an illegal or unauthorized copy of another person’s copyrighted work (see “Copyright complaint” below for instructions on how to lodge a complaint about uploaded copyrighted material), 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;

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

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

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

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

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

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

(p) interferes with another User's use and enjoyment of the Website or any other User's enjoyment of similar services;

(q) refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

(r) harm minors in any way;

(s) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy;

(t) violates any law for the time being in force;

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

(v) impersonate another person;

(w) 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, 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;

(x) 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.

(y) shall not be false, inaccurate or misleading;

(z) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider (“ISPs”) or other suppliers;

2. 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 our platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.

3. You shall not attempt to gain unauthorized access to any portion or feature of our platform, or any other systems or networks connected to our platform or to any server, computer, network, or to any of the services offered on or through our platform, by hacking, password “mining” or any other illegitimate means.

4. You shall not probe, scan or test the vulnerability of our platform or any network connected to our platform nor breach the security or authentication measures on our platform or any network connected to the platform. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to our platform, or any other customer, including any account on the platform not owned by You, to its source, or exploit the platform or any service or information made available or offered on our platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided to Us.

5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us or otherwise engage in any conduct or action that might tarnish the image or reputation, of Shopazard or its

associate companies or sellers on platform or otherwise tarnish or dilute any Shopazard's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of our platform or Shopazard's systems or networks, or any systems or networks connected to Shopazard.

6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of our platform or any transaction being conducted on our platform, or with any other person's use of our platform.

7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on our platform or any service offered on our platform. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

8. You may not use the platform or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Shopazard and / or others.

9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations.

10. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the content or any of its

elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the content You provide. You agree that any content You post may be used by us, consistent with Our Privacy Policy and Rules of Conduct on our platform as mentioned herein, and You are not entitled to any payment or other compensation for such use.

11. You shall not engage in advertising to, or solicitation of, other Users of our platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the www.shopazard.com or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the platform. It shall be a violation of these Terms of Use to use any information obtained from the platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

We reserve the right, but have no obligation, to monitor the materials posted on the platform. Shopazard shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE**

PLATFORM AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect Our view. In no event shall Shopazard assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the platform. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

13. It is possible that other users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials on the platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the platform, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the platform You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the platform. Please carefully select the type of information that You publicly disclose or share with others on our platform.

14. Shopazard shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

Except as expressly provided in these Terms of Use, no part of the platform and no Materials may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Shopazard’s express prior written consent.

You may use Materials made available on the platform for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

Third party content: Our platform makes information of third parties available, including articles, analyst reports, news reports, tools to facilitate calculation, company information and data about financial markets, including any regulatory authority and other financial markets and other data from external sources (the "Third Party Content"). You acknowledge and agree that the Third Party Content is not created or endorsed by Shopazard. The provision of Third Party Content is for general informational purposes only and does not constitute a recommendation or solicitation to purchase or sell any securities or shares or to make any other type of investment or investment decision. In addition, the Third Party Content is not intended to provide tax, legal or investment advice. You acknowledge that the Third Party Content provided to You is obtained from sources believed to be reliable, but that no guarantees are made by Shopazard or the providers of the Third Party Content as to its accuracy, completeness, timeliness. You agree not to hold Shopazard, any business offering products or services through the platform or any provider of Third Party Content liable for any investment decision or other transaction You may make based on Your reliance on or use of such data, or any liability that may arise due to delays or interruptions in the delivery of the Third Party Content for any reason.

By using any Third Party Content, You may leave this platform and be directed to an external website, or to a website maintained by an entity other than Shopazard. If You decide to visit any such site, You do so at Your own risk and it is Your responsibility to take all protective measures to guard against viruses or any other destructive elements. Shopazard makes no warranty or representation regarding, and does not endorse, any

linked Websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that Shopazard sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of Shopazard or any of its affiliates or subsidiaries. You hereby expressly acknowledge and agree that the linked sites are not under the control of Shopazard and Shopazard is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Shopazard is not responsible for webcasting or any other form of transmission received from any linked site. Shopazard is providing these links to You only as a convenience, and the inclusion of any link shall not be construed to imply endorsement by Shopazard in any manner of the website.

Posting on the Platform:

Shopazard does not claim ownership of the materials You provide to Shopazard (including feedback and suggestions) or post, upload, input or submit to any section of the Website, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") Your Submission You are granting Shopazard, its affiliated companies and necessary sub-licensees permission to use Your Submission in connection with the operation of their business, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat Your Submission; to publish Your name in connection with Your Submission; and the right to sublicense such rights to any other party.

You hereby acknowledge and agree that no compensation shall be paid or no future commercial consideration has accrued with respect to the use of Your Submission by Shopazard, as provided herein. Shopazard shall be under no obligation to post or use any

Submission You may provide and Shopazard shall remove any Submission at any time at its own sole discretion.

By Posting a Submission You hereby warrant and represent that You own or otherwise control all of the rights required under worldwide law for Your Submission as described in these Terms of Use including, without limitation, all the rights necessary for You to provide, post, upload, input or submit the Submissions.

PROFANITY POLICY

Shopazard prohibits the use of language that is racist, hateful, sexual or obscene in nature in a public area.

This policy extends to your Submissions, Postings and all other areas of the website that another User may view. We allow Users to 'blur' out the bulk of the offending word with asterisks (i.e., s*** or f***).

Please report any violations of this policy for review.

If a feedback comment; or any communication made between Users on the platform; or email communication between Users contain profanity, please review Our feedback removal policy and submit a request for action/removal.

PRIVACY

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under.

If You object to Your Information being transferred or used in this way please do not use our platform.

We may share personal information with our other corporate entities and affiliates. These entities and affiliates may market to you as a result of such sharing unless you explicitly opt-out.

We may disclose personal information to third parties. This disclosure may be required for us to provide you access to our Services, to comply with our legal obligations, to enforce our User Agreement, to facilitate our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our Services. We do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

We and our affiliates will share some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity, or re-organization, amalgamation, restructuring of business. Should such a transaction occur that other business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.

DISCLAIMER OF WARRANTIES AND LIABILITY

This platform, all the Materials and information/content (including but not limited to software) and services, included on or otherwise made available to You through this platform are provided on “as is” and “as available” basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, Shopazard does not warrant that:

- This platform will be constantly available, or available at all; or
- The information on this platform is complete, true, accurate or non-misleading.

Shopazard will not be liable to You in any way or in relation to the Materials of, or use of, or otherwise in connection with, our platform. Shopazard does not warrant that this site; information, content, Materials, product (including software) or services included on or otherwise made available to You through the platform; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

INDEMNITY

You shall indemnify and hold harmless Shopazard, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys’ fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

LIMITATION OF DAMAGES

In no event shall Shopazard or any of its subsidiaries or affiliates be liable to any entity for any direct, indirect, special, consequential or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or

other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of this platform or any linked Website, even if Shopazard is expressly advised of the possibility of such damages.

DISCLAIMER

The platform may contain inaccuracies and typographical and clerical errors. Shopazard expressly disclaims any obligation(s) to update this platform or any of the materials on this platform. Shopazard does not warrant the accuracy or completeness of the Materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the platform. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. Shopazard reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the platform. Shopazard may make any other changes to the platform, the materials and the products, programs, services or prices (if any) described in the platform at any time without notice. This platform is for informational purposes only and should not be construed as technical advice of any manner.

APPLICABLE LAW

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Bangalore.

CONTACT US

Please contact us at shashank@shopazard.com for any questions or comments (including all inquiries unrelated to copyright infringement) regarding this platform.

GRIEVANCE OFFICER

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Mr. Shashank G.

Email: shashank@shopazard.com

Time: Mon – Sat (9:00 – 18:00)