

## TERMS OF USE

By accessing or using this electronic store, you agree to be bound by these terms of use, privacy policy, terms of sale for sellers, terms of trade, return policy and such other agreements, as may be adopted by us from time to time. Please read these agreements carefully before entering into a transaction on this electronic store.

This document is an electronic record under the Information Technology Act, 2000 and rules thereunder. 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 to or usage of this electronic store.

### 1. General

- 1.1. The Electronic Store (*defined below*) is owned and operated by MESINDUS VENTURES, whose registered office is at 21/21 Craig Park M. G. Road Bangalore, Karnataka (India) – 560001.
- 1.2. Your use of the Electronic Store is governed by the following Terms of Use as applicable and the Agreements provided separately on the Electronic Store and which are or may hereafter be incorporated herein by way of reference ("**Terms of Use**"). If You transact on the Electronic Store, You shall be subject to the Agreements / that are applicable to the Electronic Store for such Transaction. By using the Electronic Store, You shall be contracting with MESINDUS VENTURES, and these Terms of Use including the Agreements constitute Your binding obligations, with MESINDUS VENTURES.
- 1.3. For the purpose of these Terms of Use, wherever the context so requires:
  - (a) "**Buyer**" means a User who places an order for purchase of Products and/or Services on the Electronic Store.
  - (b) "**Electronic Store**" means [www.qalara.com](http://www.qalara.com) or any other technological applications through which the Products are made available for sale to a select group of Buyers, including any kiosks set up by MESINDUS VENTURES at various centres or other locations, to provide access to the electronic store which in itself shall be a closed environment with access only granted to such select Users with no access to the public at large;
  - (c) "**GST**" means the goods and service tax as levied under the Central Goods and Services Tax Act and Rules (CGST), Integrated Goods and Services Tax Act and Rules (IGST), State Goods and Services Tax Acts and Rules (SGST) levied by the States, Union Territory Goods and Services Tax Act and Rules (UTGST) levied by the Union Territories, and all allied cesses, duties and taxes.
  - (d) "**Intermediary**" means any person who on behalf of another person, receives, stores, or transmits that record or provides any service with respect to that record and includes telecom service providers, network service providers, internet service providers, web-hosting service providers, search engines, online payment sites, online-auction sites, online-market places and cyber cafes.
  - (e) "**KYC Documents**" means such 'know your customer' documents as may be required to be submitted by the Buyers to MESINDUS VENTURES from

time to time.

- (f) **"Personal Information"** means any information that relates to a natural person which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.
- (g) **"Privacy Policy"** shall mean the privacy policy applicable to the Electronic Store and available at [•].
- (h) **"Profile"** means the individually identifiable profile of Users create at the time of registering on the Electronic Store;
- (i) **"Seller"** means a User who lists its Products for sale on the Electronic Store.
- (j) **"Terms of Sale"** shall mean the terms and conditions of sale executed between the User and MESINDUS VENTURES;
- (k) **"Transaction"** means the process of placing an order for the Products or availing the Services;
- (l) **"User Content"** means content including Your data or information of , including Your Product rating, comments, reviews in relation to Products or the Electronic Store, suggestions, questions or other information and includes any material that is generated, as a whole or in part, on the Electronic Store, including, communication between Users, analytics and reports, trends, patterns, notes, messages, emails, posts and other communication that Users provide or receive, through Electronic Store;
- (m) **"We", "Us", "Our", or "MESINDUS VENTURES"** means MESINDUS VENTURES Limited or any of its subsidiaries; and
- (n) **"You" or "User"** means any legal person who is given access to use the Electronic Store, including, but not limited to, by creating a Profile or as an unregistered user.

1.4. MESINDUS VENTURES owns and manages the Electronic Store, which is an electronic medium to enable the display and sale of various products (**"Products"**), and incidental services thereto. The Electronic Store provides:

- (a) for the Sellers to advertise, exhibit, make available and offer to sell various Products to the Buyers and enable payments by the Buyers to the Sellers; and
- (b) such other services as are incidental and ancillary thereto (together referred to as **"Services"**). The Services are offered to the Users through various modes which may include managing the logistics for delivery of the Product to the buyer or a service selected by the user while using the Electronic Store.

1.5. By accessing or using this Electronic Store, You agree to be bound by these Terms of Use and other applicable policies, such as Privacy Policy, the Terms of Sale for Sellers, Terms of Trade, Returns, Refunds, Replacement and Cancellation Policy etc., and set out under the Section 'Policies'/ 'Agreements' (**"Agreements"**). In the event that there are any conflicts between (a) the Privacy Policy and any other Agreements (other than these Terms of Use), the Privacy Policy shall take precedence to the extent of the conflict; (b) the Terms of Sale for Sellers and any other part of these Terms of Use, the Terms of Sale for Sellers shall take precedence to the extent of the conflict; or (c) the Terms of Trade and the Terms of Sale for Sellers, the Terms of Trade shall take precedence to the extent of the conflict; (d) the Terms of Sale for Buyers and any other part of these Terms of Use, the Terms of Sale for Buyers shall take precedence to the extent of the conflict; (e) these Terms of Use and any other notices, disclaimers or guidelines appearing on the Electronic Store, these Terms of Use shall take precedence to

the extent of the conflict. These Terms of Use together with the Privacy Policy, the Terms of Trade and the other Agreements of the Electronic Store, together with all other notices, disclaimers, guidelines appearing on the Electronic Store from time to time constitute the entire agreement upon which You are allowed to access and use the Electronic Store and avail the Services.

- 1.6. On the condition that You comply with these Terms of Use and the Agreements, We grant You a personal, non-exclusive, non-transferable, revocable, limited privilege to access and use the Electronic Store. However, You may not download (other than page caching) or modify the Electronic Store, or any portion of it. This licence does not include any resale or commercial use of this Electronic Store or its contents; any collection and use of any Product listings or prices; any derivative use of this Electronic Store or its contents; any downloading or copying of account information for the benefit of another seller; or any use of data mining, robots, or similar data gathering and extraction tools.
- 1.7. This Electronic Store or any portion of this Electronic Store, including but not limited to any copyrighted material, trademarks, or other proprietary information shall not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose.
- 1.8. You agree, understand and acknowledge that the Electronic Store is an electronic medium where We are acting as a Service Provider of the Seller to facilitate the sale of Products between the Buyers and the Sellers. For the orders where You agreeing to the Terms of Sale, we to the best of our capabilities try to fulfil the order in the mutually agreed timelines while placing the order or at a later point but before the delivery of the products. For any other service that was agreed between the Buyer and MESINDUS VENTURES while placing the order, MESINDUS VENTURES will either complete the service using service providers at our discretion or refund the amount charged for such services as specified while placing the order.
- 1.9. You agree to release MESINDUS VENTURES and defend, indemnify and hold harmless MESINDUS VENTURES and / or any of its directors, officers, shareholders, employees, agents and representatives from any cost, damage, liability and expenses (including but not limited to attorney's fees), or other consequence of any of the actions of the Users of the Electronic Store and specifically waive any claims that You may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, MESINDUS VENTURES cannot take responsibility or control the information provided by other Users which is made available on the Electronic Store. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Electronic Store. Please note that there could be risks in dealing with people acting under false pretence.
- 1.10. All applicable taxes including GST, customs duty, excise duty or other tax or levy that the User may be required to remit in connection with such a Transaction will be finalized during the final order placement. The price is provided on the Electronic Store on an 'as is' basis. Due to technical reasons there may be errors in price which may be corrected by the Seller and/or MESINDUS VENTURES at any time and any acceptance of offer of sale by the Users of the Products subject to such faulty selling price shall, subject to Your discretion, not be a valid acceptance and such Transaction can be avoided by You.

- 1.11. MESINDUS VENTURES is not responsible for any damages to the Products, or Products being out of stock, unavailable or back ordered.
- 1.12. You understand and agree that MESINDUS VENTURES has the right to cancel any Transaction, listing or acceptance (a) for any reason in accordance with the Agreements, or (b) under an order or instruction from any statutory, quasi-judicial or judicial authority, or (c) under the terms specified in the Terms of Sale for Buyers
- 1.13. There may be circumstances where the Product may not be available to be delivered to the Buyer after the order is placed. In such an event, You may cancel or instruct MESINDUS VENTURES to cancel such Transaction without any recourse to You and without any liability to MESINDUS VENTURES. If Your order is so cancelled, after some payments for the order have been processed, the said amounts will be reversed / remitted to the Buyer.

## **2. Access to the Electronic Store and Services**

- 2.1. You may access and use the Electronic Store only if You are 18 (eighteen) years of age or older and are legally capable of entering into a binding contract as per applicable law, including, in particular, the Indian Contract Act, 1872. MESINDUS VENTURES reserves the right to terminate Your membership and / or refuse to provide You access to the Electronic Store if it is brought to MESINDUS VENTURES's notice or if it is discovered that You are a minor, insolvent or in any manner barred from entering into a contract.
- 2.2. When You use the Electronic Store 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 may choose to consent to receive communications via electronic records or otherwise from Us periodically to the electronic or residential address provided to us at the time of registration, and if confirmed by You through the Electronic Store's opt-in functionality. Subject to the foregoing, MESINDUS VENTURES may communicate with You by email or by such other mode of communication, electronic or otherwise.
- 2.3. MESINDUS VENTURES will undertake reasonable efforts to ensure that availability of the Electronic Store will be uninterrupted and that transmissions will be error-free. However, due to the inherent nature of the internet, this cannot be guaranteed. The Electronic Store may also be occasionally suspended or restricted to carry out repairs, maintenance, or the introduction of new facilities, upgradations or services at any time without prior notice. Notwithstanding anything to the contrary, MESINDUS VENTURES reserves the right to refuse access to the Electronic Store to new users or to terminate access granted to existing Users at any time.

## **3. Your Profile and Your Information**

- 3.1. Buyers are required to register on the Electronic Store by submitting the requisite documents and information (including KYC Documents) and subsequently creating a Profile. Upon successful registration, Buyers will be issued a username and password which are linked to Your Profile. These are non-transferable. Please keep this information confidential as You are responsible for all acts or omissions committed on the Electronic Store using Your username or

password and for all the information / content posted under Your Profile. Buyers are prohibited from selling, trading, or otherwise transferring their Profiles to other persons. Salespersons of MESINDUS VENTURES may assist the Buyers with creating their account and registering them on the Electronic Store.

- 3.2. By creating a Profile, You confirm that the information in Your Profile is accurate, true, genuine and will be regularly updated and You shall immediately notify Us of any un-authorized use of Your Profile or any other breach of these Terms of Use or security known to You.
- 3.3. By creating a Profile, You will be responsible for maintaining the confidentiality and security of Your Profile, and are fully responsible for all activities that are carried out through Your Profile. You agree to (a) immediately notify MESINDUS VENTURES of any unauthorized use of Your Profile or any other breach of security, and (b) ensure that You exit from Your Profile at the end of each session. MESINDUS VENTURES cannot and will not be liable for any loss or damage arising from Your failure to comply with these requirements.
- 3.4. MESINDUS VENTURES at its discretion and in accordance with applicable law may monitor any content or information posted by You and may remove any User Content from the Electronic Store if MESINDUS VENTURES determines in its sole discretion that such User Content is in violation of these Terms of Use or any applicable law. Where MESINDUS VENTURES removes User Content from the Electronic Store, MESINDUS VENTURES will make reasonable efforts to inform the User who had posted such User Content. Such actions do not in any manner, negate or dilute MESINDUS VENTURES's position as an intermediary or impose any liability on MESINDUS VENTURES with respect to User Content.
- 3.5. Further, You authorize Us to:
  - (a) collect, use, share, process and store all information provided by You and Your access information including, but not limited to, the IP address, IMEI number and MAC address of the computer / device from where the Electronic Store was accessed;
  - (b) either directly, or through third parties, verify and confirm information in Your Profile;
  - (c) contact You using the information in Your Profile and provide promotional materials that may be of interest to You;
  - (d) use any and all of the information provided by You to create Your Profile; and
  - (e) modify, limit or delete Your Profile as may be required.
- 3.6. You shall not:
  - (a) provide any false personal information to Us (including a false username) or create any account for anyone other than yourself without such person's permission;
  - (b) use a username that is the name of another person with the intent to impersonate that person;
  - (c) use a username that is a name that is offensive, vulgar, obscene or otherwise unlawful.

#### **4. Use of the Electronic Store**

- 4.1. The Electronic Store is utilized by Users to interact with one another for their Transactions. Registration and membership on the Website is free for Buyers. MESINDUS VENTURES does not charge any fee for browsing on the Electronic Store. MESINDUS VENTURES reserves the right to change its fee policy from time to time.
- 4.2. You agree not to host, display, upload, modify, publish, transmit, update, share or otherwise make available on the Electronic Store any information, that:
- (a) contains content or other material protected by intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
  - (b) defames, abuses, harasses, stalks, hurts religious or ethnic sentiments of, threatens or otherwise violates the legal rights of others;
  - (c) 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;
  - (d) infringes any patent, trademark, copyright or other proprietary rights;
  - (e) violates any law for the time being in force;
  - (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - (g) abets or assists with impersonating another person;
  - (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - (i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or disrupts public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;
  - (j) conducts or forwards surveys, contests, pyramid schemes or chain letters;
  - (k) creates profiles or provides content that promotes escort services or prostitution;
  - (l) uses any other internet service to send or post spam to drive visitors to any other site hosted on or through Our systems, whether or not the messages were originated by You, under Your direction, or by or under the direction of a related or unrelated third party; or
  - (m) contains any content which is non-compliant with the Information Technology Act, 2000, Rules and regulations, guidelines made thereunder, including Rule 3 of The Information Technology (Intermediaries Guidelines) Rules, 2011, the Indian Penal Code, 1860, Terms of Use or Privacy Policy, as amended / re-enacted from time to time.
- 4.3. You further agree to make use of the Electronic Store in a *bona fide* manner. In particular, You agree not to:
- (a) print, distribute, share, download, duplicate or otherwise copy, delete, vary or amend or use any data or information posted by any User other than You;
  - (b) use or attempt to use another person's Profile;

- (c) attempt to gain unauthorized access to any portion or feature of the Electronic Store, or any other systems or networks connected to the Electronic Store or to any server, computer, network, or to any of the Services by hacking, password “mining” or any other illegitimate means;
- (d) probe, scan or test the vulnerability of the Electronic Store or any network connected to the Electronic Store or breach the security or authentication measures on the Electronic Store or any network connected to the Electronic Store;
- (e) use any automated systems to extract data from the Electronic Store;
- (f) make any inaccurate, false, unfair or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us or any User on the Electronic Store;
- (g) 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 MESINDUS VENTURES’s Group Company, affiliates, MESINDUS VENTURES or sellers or buyers on the Electronic Store or otherwise tarnish or dilute any MESINDUS VENTURES Group Company or MESINDUS VENTURES’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;
- (h) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Electronic Store or Our systems or networks, or any systems or networks connected to Us;
- (i) circumvent or manipulate our Electronic Store, Services, registration process, billing system, or attempt to do so;
- (j) engage in commercial activities and / or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of “virtual” products related to the Electronic Store.
- (k) engage in deceptive, fraudulent, anti-competitive practices or other invalid means to meet the other User’s requirements; or
- (l) engage in any form of fraudulent traffic generating methods including use of robots, spiders, auto-spawning browsers, auto reloading, meta refreshes or any other form of fraudulent and artificial traffic.

4.4. 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 other applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force) and international laws, foreign exchange laws, Statutes, Ordinances and Regulations (including, but not limited to GST, income tax, octroi, service tax, central excise, custom duty, local levies) regarding Your use of the Electronic Store and Your listing, purchase, solicitation of offers to purchase, and sale of Products. You shall not engage in any transaction in an item or service, which is prohibited by applicable law.

4.5. The Buyers hereby represent, warrant and undertake that they shall not use the Products purchased from the Electronic Store for their personal use, and that all such Products shall only be utilised for onward sale to end consumers.

## 5. **Logistics and Fulfilment Services Policy**



- 5.1. You (if You are the Buyer) are obligated to collect / take delivery of the Products purchased by You, that are said to be in a deliverable state. In the event of non-acceptance or refusal to collect / accept the delivery of the Products ordered by You, You may be liable to the Sellers or to MESINDUS VENTURES, as the case may be, for such non-acceptance and shall further be liable to MESINDUS VENTURES for any loss of any fee or charges that MESINDUS VENTURES and its third parties shall have earned from the Seller if such delivery or Transaction should have been completed. You acknowledge that such damages or loss to MESINDUS VENTURES and its third parties are not consequential or indirect. You may be asked to sign a collection / delivery form, in which You confirm that the Product was collected / delivered in the correct condition (without obvious defects or damage).
- 5.2. Delivery charges are not hidden charges and are charged at actuals depending on the Buyer's and Our Logistics and Fulfilment Services Policy. Delivery times are influenced by Product availability, geographic location of the Seller, Your shipping destination and the courier partner's time-to-deliver in Your location. Products are only delivered on business days. Apart from Sundays, there are certain holidays throughout the year that are not considered as business days.
- 5.3. The terms of logistics which are applicable to the Sellers are set out in the Terms of Sale for Sellers. The terms of logistics which are applicable to the Buyers are set out in the Terms of Sale for Buyers.

## **6. Intellectual Property**

- 6.1. The intellectual property in the Electronic Store, and in the material, content and information made available on the Electronic Store including graphics, images, photographs, logos, trademarks, the appearance, organisation and layout of this Electronic Store and the underlying software code belong to Us or Our licensors. You must not copy, modify, alter, publish, broadcast, distribute, sell or transfer (whether in whole or in part) any of material referred to above. The information provided on the Electronic Store and the Products are for Your personal use only.
- 6.2. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of MESINDUS VENTURES or any of the seller or the buyer on our platform without our prior written consent. You may not use any meta tags or any other "hidden text" utilising MESINDUS VENTURES's or its affiliates' names or trademarks without the prior written consent of MESINDUS VENTURES and / or its affiliates, as applicable. Any unauthorised use terminates the permission or license granted by MESINDUS VENTURES and / or its affiliates, as applicable.
- 6.3. All material on the Electronic Store, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks and other intellectual property rights. You must not copy, reproduce, republish, upload, post, transmit, or distribute other sellers' material in any way, including by email or other electronic means and whether, directly or indirectly, You must not assist any other person to do so. Without the prior written consent of the owner, modification or use of the material on any other website / networked computer environment or for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks, and other proprietary rights is prohibited. Any use for which You receive any remuneration, whether money or otherwise, is a commercial use for the purposes of this clause.



- 6.4. Infringing listings or selling or buying any of these items could put You (if You are the seller) at risk for civil or criminal liability. Please see our Infringement and Take Down Policy set out below with respect to more information in this regard.
- 6.5. MESINDUS VENTURES grants You (if You are the Seller) a limited, non-transferable, non-exclusive, non-sub licensable, non-assignable and personal license to use the Electronic Store's name and / or logo on packing material used by You for delivery of the Products sold on the Electronic Store.

## **7. User Content**

You grant Us a perpetual, irrevocable, worldwide license to use and modify all User Content in which You may hold any intellectual property rights. Accordingly, We may, consistent with Our Privacy Policy, use the User Content, including for creating databases, creating derivative works, analysing data, analysing trends and usage, and in any other manner.

## **8. Contents Posted on the Electronic Store**

- 8.1. The Electronic Store and the processes, and their selection and arrangement, including but not limited to the text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code on the Electronic Store is owned and controlled by MESINDUS VENTURES or its licensors and the design, structure, selection, coordination, expression, look and feel and arrangement of such content is protected by copyright, patent and trademark laws, and various other intellectual property rights. Through Your use of the Electronic Store, by no means are any rights impliedly or expressly granted to You in respect of such content. MESINDUS VENTURES reserves the right to change or modify such content from time to time at its sole discretion.
- 8.2. You may use information on the Products and Services purposely made available on the Electronic Store for downloading, provided that You (a) do not remove any proprietary notice language in all copies of such documents, (b) 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, (c) make no modifications to any such information, and (d) do not make any additional representations or warranties relating to such documents.

## **9. Privacy Policy**

Any personal information You supply to Us when You use this Electronic Store will be used in accordance with Our Privacy Policy. The personal information / data provided to Us by You during the course of Your usage of the Electronic Store will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations.

## **10. Infringement and Take Down Policy**

- 10.1. We are committed to removing listing or content on the Electronic Store which infringes any intellectual property rights of others. To facilitate this, We have a verification process so that the Users who are intellectual property owners could easily report listings or content that infringe their rights. In the event that You

believe that Your intellectual property right has been infringed by any of our Users, please email Us immediately at [grievanceofficer@qalara.com](mailto:grievanceofficer@qalara.com) along with the information set out below:

- (a) Description of the alleged intellectual property right that has been infringed along with adequate information to identify the intellectual property, including URL or screen shots of the listing / content on our Electronic Store;
- (b) Details establishing that the complainant is the owner or the exclusive licensee of the infringed intellectual property;
- (c) Details of the person, if known who is responsible for uploading the listing / content, infringing Your intellectual property;
- (d) Undertaking that You will file an infringement suit in a competent court against the User responsible for uploading the infringing intellectual property, and undertaking that You shall produce the orders of the court to Us within 21 days from the date of receipt of infringement notice; and
- (e) Your address, telephone number, and email address.

10.2. We will respond to all infringement notices and will comply with all applicable law in relation to the take down of such listings or content on the Electronic Store. We also reserve the right to terminate a User's account if the User is guilty of such infringement.

10.3. When You send Us an infringement notice, You: (i) declare that all statements made by You are true; (ii) acknowledge and agree that We may share Your infringement notice with third parties including the parties involved in the allegedly objectionable activities / infringing activities, our group companies, our legal advisors and other third parties; (iii) You agree to indemnify Us in the event Your notice is issued with any malafide intentions and we suffer any losses for taking action based on Your notice.

10.4. On receipt of Your notice and we will verify the allegations and if We find that the alleged listing / content is infringing Your intellectual property rights, We shall remove the listing / content with 36 (thirty six) hours of the receipt of Your notice.

10.5. MESINDUS VENTURES has the right to restore listing of the Product in the event that You are unable to produce the orders of the competent court having jurisdiction as set out above. We are further not obligated to respond to any further takedown notices in relation to same alleged infringements.

## **11. Profanity Policy, Electronic Store Disruption Policy and Feedback**

11.1. MESINDUS VENTURES prohibits the use of language that is offensive, racist, hateful, sexual, defamatory or obscene in nature on the Electronic Store, or any correspondence in relation to listing or sale of Products or provision of Services. This Policy extends to text within listings, seller pages, reviews and all other areas of the Electronic Store that other User may view. If the profane words are part of a title for the Product being sold, You (if You are the seller) may blur out the bulk of the offending word with asterisks (e.g. s\*\*\*). Offensive display names and offensive language in a listing or otherwise should be reported to MESINDUS VENTURES.

11.2. Interference, attempted interference or threatened interference with the

Electronic Store and / or operations using any software program, routine or activity is a serious offence and is not permitted. You (if You are the seller), availing Yourself of the Electronic Store may only modify or add content in those areas specifically designated for You. All content must also abide by all other Agreements. Disciplinary action may result in indefinite / temporary suspension of a Your account or a formal warning.

- 11.3. You agree to be fair, accurate and non-disparaging while leaving comments, feedback, testimonials and reviews ("**Feedback**") on or about the Electronic Store, You acknowledge that You transfer all rights in such Feedback to Us and that We will be free to use the same as We may find appropriate. If a Feedback comment, any communication made among Users on the Electronic Store, or email communication between the Users in relation to Transactions conducted on the Electronic Store contains profanity, please write to Us at [grievanceofficer@qalara.com](mailto:grievanceofficer@qalara.com) and submit a request for action / removal. Disciplinary action may result in indefinite / temporary suspension of Your account or a formal warning.

## 12. Prohibited and Restricted Items Policy

- 12.1. The following Products are prohibited for sale on the Electronic Store. Please note that this list is not exhaustive:

- (a) Alcohol or any type of liquor;
- (b) Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes;
- (c) Narcotic drugs and psychotropic substances;
- (d) Medicines and drugs including illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms;
- (e) Pornographic and obscene or objectionable material;
- (f) Counterfeit, replicas and pirated goods and goods infringing any intellectual property rights including pirated recordings or copies of unauthorized copyrighted materials whether in electronic or physical form or any other medium which may not be in existence at present;
- (g) Antiquities;
- (h) Adult Products, used and refurbished Products;
- (i) Indian coins;
- (j) Fire arms, military equipment and ammunition;
- (k) Police, army, navy and air force related items;
- (l) Wildlife products;
- (m) Live birds and animals;
- (n) Baby gender test kits;
- (o) Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products;
- (p) Money orders;
- (q) Wholesale currency which includes discounted currencies or currency exchanges;
- (r) Real estate;
- (s) Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, or other protected property;
- (t) Event tickets;
- (u) Bulk marketing tools which include email lists, software, or other products enabling unsolicited email messages (spam);

- (v) Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free;
- (w) Gaming / gambling which includes lottery tickets, sports bets, memberships / enrolment in online gambling sites, and related content;
- (x) Government identity cards, licenses which includes fake identity cards, passports, diplomas and noble titles, drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items;
- (y) Traffic devices which includes radar detectors / jammers, license plate covers, traffic signal changers, and related products;
- (z) Regulated goods which includes air bags; batteries containing mercury; freon or similar substances / refrigerants, chemical / industrial solvents, government uniforms, car titles or logos, license plates, police badges and law enforcement equipment, lock-picking devices, pesticides; postage meters, recalled items, slot machines; goods regulated by government or other agency specifications;
- (aa) Stocks and other securities or related financial products;
- (bb) Any kind of services not related to Products unless specifically permitted by MESINDUS VENTURES;
- (cc) Products prohibited under applicable law.

- 12.2. You shall not be permitted to purchase any such prohibited Products set out above or as set out in any other Agreements. Any liability arising from such purchase shall be solely on the You.

### **13. Breach of these Terms of Use**

If You have, or if We have reasonable grounds to believe that You have, violated these Terms of Use or any Agreements or any other additional terms that apply to You, We reserve the right to suspend or terminate Your access to the Electronic Store at any time, forfeit any amounts paid by You, take all such remedies available to Us and report such action to relevant authorities.

### **14. Third Party Sites**

All third party advertisements, hyperlinks or other redirection tools on the Electronic Store which take You to content operated by third parties are not controlled by Us and do not form part of the Electronic Store. We are not liable for any loss or harm that may occur to You as a result of such sites.

### **15. Disclaimer and Limitation of Liability**

- 15.1. The Electronic Store is provided on an "as is" and "as available" basis without any representation or warranty, express or implied. We do not warrant that:

- (a) the Electronic Store will be constantly available, or available at all. We shall have no liability to You for any interruption or delay in access to the Electronic Store availed through it, irrespective of the cause;
- (b) the information on the Electronic Store is complete, true, accurate or non-misleading;
- (c) that the Electronic Store is secure or free of viruses, trojans or other malware; or
- (d) the contents of the Electronic Store do not infringe any intellectual property rights.

We shall not be liable for any direct, special, punitive, incidental, indirect or consequential damages including but not limited to any loss of profits, revenue, contracts, anticipated savings, goodwill, expenditure, business or data of any kind in connection with these Terms of Use, Terms of Sale for Sellers or any Transaction that occur on the Electronic Store. Our combined liability (if any) for any losses or claims arising out any Transaction or this Terms of Use shall not in the aggregate exceed the total fees paid by You to Us for such Transaction. You expressly understand that under no circumstances, including negligence, shall MESINDUS VENTURES be liable to you or any other person or entity with respect to:

- (a) the use or the inability to use the Electronic Store and/or the Services;
- (b) the cost of procurement of substitute services resulting from any data, information or services purchased or obtained or messages received through or from the Electronic Store and / or Services;
- (c) unauthorized access to or alteration of your transmissions or data; or
- (d) any other matter relating to the Website and / or Services.

15.2.

15.3. MESINDUS VENTURES does not guarantee, warranty or provide any assurance on the behaviour of any User of the Electronic Store including any guarantee, warranty or assurance that any User will complete any Transaction or act in a prudent manner. MESINDUS VENTURES does not accept any liability for any errors or omissions, whether on behalf of itself or third parties.

15.4. MESINDUS VENTURES shall not be under any obligation to mediate or resolve any dispute or disagreement between the Users of the Electronic Store for orders that are placed directly between the buyers and the sellers. We do not warrant that the content of this Electronic Store is accurate, complete, reliable, current, or error-free and do not assume any liability in this regard. For the orders that are placed as per the Terms of Sale between the buyers and MESINDUS VENTURES buyers can write to [help@qalara.com](mailto:help@qalara.com) for resolution of their issues.

15.5. MESINDUS VENTURES specifically disclaims any liability with regard to any illegal, infringing, fake, duplicate, spurious, defective or counterfeit, refurbished, expired Products purchased by the Buyer directly from the Sellers who are Users on the Electronic Store and MESINDUS VENTURES shall not assume any liability if the Product purchased or availed by You from the Seller is not exactly as per specifications detailed in the purchase confirmation order. . For the orders that are placed as per the Terms of Sale between the Buyers and MESINDUS VENTURES the guidelines of the product will be determined by the Product specifications mutually agreed between the Buyers, MESINDUS VENTURES and the sellers.

15.6.

15.7. While, We endeavour to permit only those persons who are genuine sellers and

who can fulfil their obligation to list their Products on the Electronic Store, MESINDUS VENTURES cannot guarantee performance of others or the Sellers or Users and We are not responsible for any non-performance, non-delivery of the Product, non-acceptance of delivery of products, defects in the Product or breach of any contract entered into between You and the other Users.

15.8 . For the orders that are placed as per the Terms of Sale between the buyers and MESINDUS VENTURES we are responsible for either fulfilling the services as mutually agreed between the buyer and MESINDUS VENTURES while placing the order or refunding the amount charged for the agreed upon services in case MESINDUS VENTURES is not able to fulfil the committed service in question

## **16. Disputes and Complaints (Resolutions) Policy**

16.1. A disagreement between the Users in connection with a Transaction on the Electronic Store is a dispute. Disputes can be raised by either party by writing to MESINDUS VENTURES at [help@qalara.com](mailto:help@qalara.com). Whenever a Buyer raises a dispute, the Seller's payment for that order may be put on hold immediately until a resolution has been reached. If the dispute is not solved as per satisfaction then please write an email to [grievanceofficer@qalara.com](mailto:grievanceofficer@qalara.com) in order to raise an escalation. Some indicative list of disputes are as under:

- (a) wrong Product received;
- (b) Product not as described;
- (c) damaged or seal-broken Product;
- (d) part / accessory missing;
- (e) Product not compatible;
- (f) Description / specification wrong;
- (g) defective (functional issues); and
- (h) Product not working and manufacturer says invalid invoice.

### **16.2. Disputes via chargeback**

A chargeback may be issued from the bank or the intermediary in the following situations:

- (a) Upon the Buyer not receiving the Product: A refund will be created in accordance with the Agreements;
- (b) If the Buyer has not done this particular Transaction: Refund will be created in accordance with the Agreements.
- (c) Product not as described: The Product received by the Buyer, is not as per the specification shared while placing the order. A dispute will be decided in accordance with the Buyer-Seller Disputes and Complaints (Resolution) Policy listed in these Terms of Use.

16.3. **Any issue that a buyer or a seller faces with regards to the usage of the electronic store or a particular product or feature of the electronic store or any issue related to fulfilment timelines of the product will be classified as a complaint. Any such complaint can be raised by writing to MESINDUS VENTURES at [help@qalara.com](mailto:help@qalara.com)**

## **17. Indemnity**

You agree to defend, indemnify and hold harmless MESINDUS VENTURES, its affiliates and its licensors and their respective officers, directors, shareholders, agents, employees and representatives on demand, against any claim, action,



damage, loss, liability, cost, charge, expense or payment which We may pay, suffer, incur or are liable for, in relation to (i) any act You do or cause to be done, in breach of the Terms of Use or any additional terms applicable to You (ii) the User Content or (iii) Your violation of any law, rules or regulations.

#### **18. Amendments to the Terms of Use**

We may amend or replace these Terms of Use, Terms of Sale for Sellers and other Agreements / policies on the Electronic Store from time to time, by updating this document. Your use of the Electronic Store following the posting of changes will mean that You accept such changes.

#### **19. Severability and Waiver**

If any provisions of these Terms of Use are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

#### **20. Relationship between Us and Users**

Neither usage nor registration on the Electronic Store creates an association, partnership, venture or relationship of principal and agent, master and servant or employer and employee between the User and Us. Further, there is no relationship of association, partnership, venture or relationship of master and servant or employer and employee between the Us and any Seller on the Electronic Store.

#### **21. Applicable Law, Jurisdiction and Dispute Resolution**

If the parties are unable to resolve any such dispute or difference within a period of thirty (30) days, then any such dispute or difference arising out of, under, or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation or the breach, termination or validity thereof, shall be referred to and finally resolved by arbitration in accordance with the provisions of Arbitration and conciliation Act, 1996 as amended from time to time.

The arbitral tribunal shall consist of three arbitrators, one appointed by each party and the said 2 appointed arbitrators by the parties shall appoint the presiding arbitrator. The venue of the arbitration shall be Bangalore and the language of the arbitration shall be English.

The arbitral tribunal shall have the authority to order reasonable discovery including but not limited to: the identification of witnesses, the deposition of witnesses, the production of documents, including but not limited to the exchange of any documents with a specific bearing on the interpretation of the Agreement and a party's performance under the Agreement, and the production of any exhibits upon which a party intends to rely at the Arbitration. There shall

be a hearing unless the parties agree in writing that the Arbitral tribunal may decide the case solely on the documents submitted by the part. The arbitral tribunal will be empowered to impose costs on any party that seeks adjournment of the proceedings or hearings, or fails to comply with any directions of the Arbitral Tribunal. After 60 days written notice to the parties, the arbitral tribunal also will be empowered to dismiss the claims or strike off the defence of a party that fails to deposit the costs referred to above, pay the fees of the arbitrators, or costs as directed by the tribunal towards conduct of the arbitration proceedings.

The arbitral award shall be in writing and shall state the grounds upon which it is based. The arbitral award shall be final and binding on the parties. Unless costs are awarded in the arbitration proceeding, all expenses, costs incurred by the parties in connection with such arbitration will be borne by the party jointly except for the legal fees of the Parties. Judgment upon any award rendered by the Arbitrator may be entered by any court having jurisdiction over the parties or their assets, or an application may be made to such court for judicial recognition of the award or an order of enforcement thereof, as the case may be. This paragraph shall survive the Termination or expiry of this Agreement.

These Terms of Use and applicable additional terms / policies shall be governed by and interpreted and construed in accordance with the laws of India. Subject to the above paragraph of this clause, any disputes pertaining to the Electronic Store shall be subject to the exclusive jurisdiction of the appropriate courts in Bangalore.

## **22. Grievance officer**

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

You may write to him at the following address:

Name:	Pavas Pathak
Address:	MESINDUS VENTURES, at 21/21 Craig Park M. G. Road Bangalore, Karnataka – 560001, India
Email:	<a href="mailto:grievanceofficer@qalara.com">grievanceofficer@qalara.com</a>
Phone Number:	+91 80 41270398

Please contact Grievance Officer for any questions or comments (including all inquiries related to copyright infringement) regarding the Electronic Store.

