

TERMS OF USE OF PLATFORM

WITH EFFECT FROM 08 Jan 2021

This is a legal agreement (hereinafter referred to as “**Terms of Use**”) between you (the person accessing, viewing or otherwise using the Platform (as defined hereinafter), and hereinafter referred to as “**You**”, “**Your**”, “**Yourself**” or “**User**” as per the context) and MESINDUS VENTURES Limited, a company incorporated under the Companies Act, 1956 having its the registered office located at 21/21 Craig Park, Mahatma Gandhi Road Bangalore, Karnataka India – 560001, or any of its subsidiaries which term shall include its Affiliates, permitted assigns and successors (hereinafter referred to as “**MESINDUS VENTURES**”, “**We**”, “**Our**” or “**Us**”).

These Terms of Use set forth the legally binding terms and conditions for Your Platform.

By accessing or using this Platform, You agree to be bound by these Terms of Use, Privacy Policy (as defined below), and Terms of Sale for Sellers (as defined below) or Terms of Sale for Buyers (as defined below) as applicable, and such other agreements (hereinafter referred to as “**Agreements**”) as may be adopted by Us from time to time. Please read these Agreements carefully before entering into a Transaction (as defined below) on this Platform.

GENERAL

- 1.1 The Platform is owned and operated by MESINDUS VENTURES.
- 1.2 If You transact on the Platform, You shall be subject to the Agreements / that are applicable to the Platform for such Transaction. By using the Platform, 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 Platform.
 - (b) “Buyer ID” shall have the meaning ascribed to it in Clause 4.2.
 - (c) “Content” shall have the meaning ascribed to it in Clause 5.2.
 - (d) “Feedback” shall have the meaning ascribed to it in Clause 16.3.
 - (e) “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.

- (f) “Personal Information” means any information that 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) “Platform” means the technological applications, through which the Products are made available for sale to a select group of Buyers, including but not limited to the website (www.qalara.com), any mobile applications where the Products are made available for sale and any kiosks set up by MESINDUS VENTURES at various centres or other locations, to provide access to the Platform which in itself shall be a closed environment with access only granted to such select Users with no access to the public at large.
 - (h) “Privacy Policy” shall mean the privacy policy applicable to the Platform and available at <https://www.qalara.com/PrivacyPolicy>.
 - (i) “Products” shall mean the products made available for sale on the Platform.
 - (j) “Purchase Order” means the specific terms of trade including but not limited to the commercial terms agreed between MESINDUS VENTURES and the Seller.
 - (k) “Seller” means a User who lists its Products for sale on the Platform and who may or may not avail of the services offered by MESINDUS VENTURES thereon.
 - (l) “Seller ID” shall have the meaning ascribed to it in Clause 4.2.
 - (m) “Spamming” shall have the meaning ascribed to it in Clause 8.2 (d).
 - (n) “Terms of Sale” shall mean the terms and conditions of sale executed between the Buyer or the Seller (as applicable) and MESINDUS VENTURES;
 - (o) “Transaction” means the process of placing an order for the Products or availing any services on the Platform; and
 - (p) “User Submissions” means content including Your data or information of Your Product rating, comments, reviews in relation to Products or the Platform, suggestions, questions or other information and includes any material that is generated, as a whole or in part, on the Platform, including, communication between Users, analytics and reports, trends, patterns, notes, messages, emails, posts and other communication that Users provide or receive, through Platform.
- 1.3 MESINDUS VENTURES owns and manages the Platform, which is an electronic medium to enable the display and sale of various Products, and incidental services thereto. The Platform provides:
- (a) a medium for the Sellers to advertise, exhibit, make available and offer to sell various Products to the Buyers and to enable payments by the Buyers to the Sellers; and

- (b) such other services as are incidental and ancillary thereto. Such 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 Platform.
- 1.4 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 Purchase Order and the Terms of Sale for Sellers, the Purchase Order 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 Platform, these Terms of Use shall take precedence to the extent of the conflict. These Terms of Use together with the Privacy Policy, the Purchase Order and the other Agreements of the Platform, together with all other notices, disclaimers, guidelines appearing on the Platform from time to time constitute the entire agreement upon which You are allowed to access and use the Platform and avail the Services.
- 1.5 Any refunds shall be as provided under the Terms of Sale for the Seller or Terms of Sale for Buyer as applicable. Transactions carried out by Users on the Platform (including but not limited to order placement, payments, returns and refunds) shall be as per the procedures for the same as set out in Terms of Sale for Buyers, Terms of Sale for Sellers and Purchase Order as applicable.
- 1.6 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 or Terms of Sale for Sellers as applicable

1. ACCEPTANCE OF TERMS

By registering for and/or using the Platform in any manner, You agree to all of the terms and conditions contained herein, which also incorporate MESINDUS VENTURES' Privacy Policy and all other operating rules, policies and procedures that may be published from time to time by MESINDUS VENTURES, each of which is incorporated by reference and each of which may be updated by MESINDUS VENTURES from time to time without notice to You in accordance with the terms set out under the "Modification of Terms of Use" section below. In addition, some services offered through the Platform may be subject to additional terms and conditions specified by MESINDUS VENTURES from time to time; Your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference. These Terms of Use apply to all Users of the Platform.

2. **ACCESS**

Subject to these Terms of Use, MESINDUS VENTURES may offer to provide the services, as described more fully on the Platform, and which are selected by You, solely for Your own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services MESINDUS VENTURES performs for You, any hardware offered by MESINDUS VENTURES, or any widgets that You download from the Platform or, subject to the terms set out under the "Third party Sites and Services" section below, from third party application stores authorized by MESINDUS VENTURES, as well as the offering of any materials displayed or performed on or through the Platform (including Content (as defined below)).

3. **REGISTRATION AND ELIGIBILITY**

- 3.1 In order to use the Platform, You are required to register with MESINDUS VENTURES (either through its application or device) and represent, warrant and covenant that You provide MESINDUS VENTURES with accurate, truthful, and complete registration information (including, but not limited to Your name ("**Username**"), e-mail address and a password) and to keep Your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms of Use, which may result in termination of Your MESINDUS VENTURES account, at the discretion of MESINDUS VENTURES.
- 3.2 On successful registration as a User on the Platform, MESINDUS VENTURES will generate a unique ID ("**Buyer ID**" or "**Seller ID**" as applicable) which will be used by MESINDUS VENTURES to identify each Buyer and Seller registered on the Platform.
- 3.3 Registration as a User is only a one-time process and if You have been previously registered, You shall login / sign into Your account using the same credentials as provided by You during the registration process.
- 3.4 You shall not:
 - (a) provide any false Personal Information to MESINDUS VENTURES (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 or MESINDUS VENTURES account that is subject to any rights of a person other than You without appropriate authorization; or
 - (d) use a Username that is a name that is otherwise offensive, vulgar, obscene or otherwise unlawful.

- 3.5 MESINDUS VENTURES reserves the right to refuse registration of, or cancel a Username in its sole discretion. You are solely responsible and liable for activity that occurs on Your account and shall be responsible for maintaining the confidentiality of Your account password. You shall never use another User's account without such other User's prior express permission. You will immediately notify MESINDUS VENTURES in writing of any unauthorized use of Your account, or other account related security breach of which You are aware.
- 3.6 You represent and warrant that if You are an individual, You are of legal age to form a binding contract, or that if You are registering on behalf of an entity, that You are authorized to enter into, and bind the entity to, these Terms of Use and register on the Platform. Access to the Platform is not available to individuals who are younger than 18 (eighteen) years old. MESINDUS VENTURES may, in its sole discretion, refuse to offer the access to the Platform to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to You and the right to access the Platform is revoked where these Terms of Use or use of the Platform is prohibited and, in such circumstances, You agree not to use or access the Platform in any way.
4. **CONTENT**
- 4.1 All Content on the Platform, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. MESINDUS VENTURES cannot guarantee the authenticity of any Content or data which Users may provide about themselves. You acknowledge that all Content accessed by You using the Platform is at Your own risk and You will be solely responsible and liable for any damage or loss to You or any other party resulting therefrom and MESINDUS VENTURES shall have no liability towards You or any other party for any damage or loss resulting from such Content.
- 4.2 For purposes of these Terms of Use, the term "**Content**" includes, without limitation, any location information, "floats", logos, images, videos, audio clips, comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by MESINDUS VENTURES on or through the Platform.
- 4.3 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 Submissions from the Platform if MESINDUS VENTURES determines in its sole discretion that such User Submissions is in violation of these Terms of Use or any applicable law. Where MESINDUS VENTURES removes User Submissions from the Platform, MESINDUS VENTURES will make reasonable efforts to inform the User who had posted such User Submissions. 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 Submissions.

5. MESINDUS VENTURES CONTENT

- 5.1 The Platform contains Content specifically provided by MESINDUS VENTURES or its partners on the Platform and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, as applicable. (“**Mesindus Content**”). You shall abide by and maintain all copyright notices, information, and restrictions contained in any Mesindus Content accessed through the Platform.
- 5.2 Subject to these Terms of Use, MESINDUS VENTURES may grant Users of the Platform a worldwide, non-exclusive, non-sublicensable and non-transferable license to use and reproduce Mesindus Content. Use, reproduction, distribution or storage of any Content for other than personal, non-commercial use is expressly prohibited without prior written permission from MESINDUS VENTURES, or from the copyright holder identified in such Mesindus Content's copyright notice, as applicable. You shall not sell, license, rent, or otherwise use or exploit any Mesindus Content (i) for commercial (whether or not for profit) use, without the prior written consent of MESINDUS VENTURES, or (ii) in any way that violates any third party right.
- 5.3 All Mesindus Content is made available as is and without any representations or warranties whatsoever, and MESINDUS VENTURES hereby disclaims any implied warranties, including but not limited to warranties of fitness for use, accuracy, merchantability, and non-infringement.

6. CONDITIONS TO USE

- 6.1 Access to the Platform will be provided on a best-efforts basis. MESINDUS VENTURES will make reasonable efforts and shall endeavor that You are able to use the Platform without undue disruption, interruption or delay.
- 6.2 By creating an account on the Platform, You may receive updates, promotional materials and other information that We may send with regards to the Platform, or services MESINDUS VENTURES may offer. You may opt out of receiving any, or all, of these communications from MESINDUS VENTURES by following the unsubscribe link or instructions provided in any email We send. You will continue to receive important updates with regards to Your account. The process governing Transactions and specific requirements with respect to the Products are detailed in the Terms of Sale for Buyer, Terms of Sale for Seller or Purchase Order as applicable.
- 6.3 When You use the Platform to avail any services, You agree that You are involved in the transmission of sensitive and Personal Information, including but not limited to Your registration information and mobile number (collectively “**SPPI**”), which falls within the ambit of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. MESINDUS VENTURES agrees to take all necessary steps to secure and maintain the

confidentiality of the SPI that You have transmitted in compliance with the Privacy Policy, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and Information Technology (Security of Prepaid Payment Instruments) Rules, 2017 and other applicable laws.

- 6.4 MESINDUS VENTURES disclaims any responsibility for any harm resulting from anyone's use, viewing, or downloading of Content. If You access or use any Content, You are responsible for taking precautions as necessary to protect Yourself and Your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Any Content offered through or available on the Platform is the Content provider or Content creator's (the person, persons or entity that was responsible for uploading, adding or sharing the content or materials) sole responsibility, and You agree that MESINDUS VENTURES shall not be liable for any damages that may result from Your use of the Content.

7. RULES AND CONDUCT

- 7.1 As a condition of use, You promise not to use the Platform for any purpose that is prohibited by these Terms of Use or other Agreements. You are responsible for all of Your activity in connection with, and Your use of the Platform. Additionally, You shall abide by all applicable local, state, national and international laws and regulations and, if You represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to Your industry.
- 7.2 By way of example, and not as a limitation, You shall not (and shall not permit any third party to) take any action or publish any information that:
- (a) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty or obligations of confidentiality;
 - (b) You know is false, misleading, untruthful or inaccurate or is in any way unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, promotes bigotry, discrimination or violence, or is otherwise inappropriate as determined by MESINDUS VENTURES in its sole discretion;
 - (c) involves commercial activities (whether or not for profit) and/or sales without MESINDUS VENTURES' prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
 - (d) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("**Spamming**"), contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt,

disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of MESINDUS VENTURES or any third party;

- (e) impersonates any person or entity, including any employee or representative of MESINDUS VENTURES or includes anyone's identification documents or sensitive financial information; or
- (f) breaches the Privacy Policy and/or other Agreements, and/or any of the other policies and rules incorporated herein.

7.3 You shall not (directly or indirectly):

- (a) take any action that imposes or may impose (as determined by MESINDUS VENTURES in its sole discretion) an unreasonable or disproportionately large load on MESINDUS VENTURES' (or its third-party providers') infrastructure;
- (b) interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform or bypass any measures MESINDUS VENTURES may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Platform);
- (c) run any form of auto-responder or 'spam' on the Platform, use manual or automated software, devices, or other processes to 'crawl' or 'spider' any part of the Platform, or harvest or scrape any Content from the Platform;
- (d) modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the Platform or Content, except as expressly authorized by MESINDUS VENTURES;
- (e) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any hardware, or source code or underlying ideas or algorithms of any part of the Service (including without limitation any application or widget), except to the limited extent applicable laws specifically prohibit such restriction;
- (f) copy, rent, lease, distribute, or otherwise transfer any of the rights that You receive hereunder;
- (g) delete or modify any content of the Platform, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that You do not own or have express permission to modify;

- (h) use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, onto the Platform or any operating system;
- (i) make false or malicious statements against the Platform or MESINDUS VENTURES; or
- (j) otherwise take any action in violation of MESINDUS VENTURES' guidelines and policies.

7.4 By using the Platform, You represent and warrant that:

- (a) You are 18 (eighteen) years of age or older and that your use of the Platform shall not violate any applicable law or regulation;
- (b) You have fully read and understood the Terms of Use and Privacy Policy of the Platform and consent to them.
- (c) You shall ensure that the requisite information provided by You to Us for access to the Platform and its allied services, is absolutely true, up-to-date and correct and nothing material has been concealed, and that You agree to maintain the accuracy of such information. MESINDUS VENTURES will not be liable for any incident occurring due to incorrect or insufficient information provided by You; and
- (d) Will not use the Platform for any unlawful purposes, or in furtherance of illegal activities.

7.5 You acknowledge that all hardware and software underlying the Platform as well as other internet related software which are required for accessing the Platform are MESINDUS VENTURES' intellectual property, and that You have no rights in, or to, the Platform other than the right to use each of the same in accordance with the terms of these Terms of Use.

7.6 MESINDUS VENTURES reserves the right to access, read, preserve, and disclose any information as MESINDUS VENTURES reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to User support requests, or (v) protect the rights, property or safety of MESINDUS VENTURES, its Users and the public.

8. **THIRD PARTY SITES AND SERVICES**

The Platform may permit You to link to other websites, services or resources on the internet, and other websites, services or resources may contain links to the Platform. When You access third party websites, You do so at Your own risk. These other websites are not under MESINDUS VENTURES' control, and You acknowledge that MESINDUS VENTURES is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by MESINDUS VENTURES or any association with its operators. You further acknowledge and agree that shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

9. TERMINATION

- 9.1 MESINDUS VENTURES may terminate Your access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with Your membership. If You wish to terminate Your account, You may do so by (i) following the instructions on the Platform or (ii) contacting MESINDUS VENTURES. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

10. WARRANTY DISCLAIMER

- 10.1 Save to the extent required by applicable law, MESINDUS VENTURES has no special relationship with or fiduciary duty to You. You acknowledge that MESINDUS VENTURES has no control over, and no duty to take any action regarding: which Users gain access to the Platform; what Content You access via the Platform; what effects the Content may have on You; how You may interpret or use the Content; or what actions You may take as a result of having been exposed to the Content.
- 10.2 You release MESINDUS VENTURES from all liability for You having acquired or not acquired Content through the Platform. The Platform may contain, or direct You to websites containing, information that some people may find offensive or inappropriate. MESINDUS VENTURES makes no representations concerning any Content contained in or accessed through the Platform, and MESINDUS VENTURES will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Platform.
- 10.3 MESINDUS VENTURES shall not have any liability where the transaction is unable to be completed or does not materialize. In no event shall MESINDUS VENTURES be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of You or anyone else in connection with the Platform, including, without limitation,

bodily injury, emotional distress, and any damages resulting in any way from communications or meetings with Users or persons You may otherwise meet through the Platform.

10.4 The Platform and Content link are provided "as is", "as available" and are provided without any representations or warranties of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed, save to the extent required by applicable law.

10.5 MESINDUS VENTURES, and its affiliates, directors, employees, agents, representatives, suppliers, partners and content providers do not warrant that: (a) the Platform including, without limitation any third party sites or services linked to the Platform will be secure or available at any particular time or location; (b) any defects or errors will be corrected; (c) any content or software available at or through the Platform or third party sites is free of viruses or other harmful components; or (d) the results of using the Platform will meet Your requirements. Your use of the Platform and Content is solely at Your own risk. Some states / countries do not allow limitations on implied warranties, so the above limitations may not apply to You. If any open-source software is included in the Platform, the terms of an open-source license may override some of the terms of these Terms of Use.

11. INDEMNIFICATION

You shall defend, indemnify, and hold harmless MESINDUS VENTURES, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to Your use or misuse of, or access to, the Platform, or otherwise from Your violation of these Terms of Use, or infringement by You, or any third party using Your account, of any intellectual property or other right of any person or entity. MESINDUS VENTURES reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with MESINDUS VENTURES in asserting any available defences.

12. LIMITATION OF LIABILITY

12.1 All liability of MESINDUS VENTURES, its directors, employees, agents, representatives, partners, suppliers or content providers howsoever arising for any loss suffered as a result of Your use of the Platform or Content is expressly excluded to the fullest extent permitted by applicable law, save that, if a court of competent jurisdiction determines that liability of MESINDUS VENTURES, its affiliates, directors,

employees, agents, representatives, partners, suppliers has arisen, the total of such liability shall be limited in aggregate to One Thousand Rupees (INR 1000).

12.2 MESINDUS VENTURES will not be liable or responsible for:

- (a) Any instance where the transaction is unable to be completed or does not materialize;
- (b) any failure to perform, or delay in performance of, any of MESINDUS VENTURES' obligations under these Terms of Use that is caused by any act or event beyond MESINDUS VENTURES' reasonable control, including Force Majeure Events;
- (c) any failure to perform, or delay in performance of, any of MESINDUS VENTURES' obligations under these Terms of Use or any financial loss that is caused by an assigned partner(s) or third-party service;
- (d) the Platform not meeting Your individual requirements or the Platform containing defects or errors, as the Platform has not been developed specifically for You. It is Your responsibility to ensure that You use the Platform if the facilities and functions of the Platform meet Your requirements;
- (e) any loss or damage caused by a distributed denial-of-service, viruses attack, or other technologically harmful material that may infect Your device, data or other proprietary material due to Your use of the Platform.

12.3 Additionally, by using the Platform and allied services, You acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information You send using the Platform or any allied services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

12.4 To the maximum extent permitted by applicable law, in no event shall MESINDUS VENTURES, nor its affiliates, directors, employees, agents, representatives, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory or otherwise (and whether or not MESINDUS VENTURES, its affiliates, directors, employees, agents, representatives, partners, suppliers or content providers had prior knowledge of the circumstances giving rise to such loss or damage) with respect to the Platform, allied services or Content for:

- (a) the use or the inability to use the Platform;
- (b) indirect, remote or consequential losses or damages;
- (c) loss of actual or anticipated profits;
- (d) loss of revenue;
- (e) loss of goodwill;
- (f) unauthorized access to or alteration of Your transmissions or loss of data;

- (g) loss of anticipated savings;
- (h) wasted expenditure;
- (i) cost of procurement of substitute goods or services; or
- (j) any other matter relating to the Platform, Content or allied service.

12.5 It is Your responsibility to ensure that You use the Platform if the facilities and functions of the Platform meet Your requirements. Nothing in these Terms of Use shall be deemed to exclude or limit Your liability in respect of any indemnity given by You under these Terms of Use. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to You. In such cases, MESINDUS VENTURES' liability will be limited to the fullest extent permitted by applicable law.

12.6 Without prejudice to the foregoing, none of the affiliates, directors, employees, agents, representatives, partners, suppliers or content providers of MESINDUS VENTURES shall be personally liable for any action in connection with the Platform or allied services.

13. INTELLECTUAL PROPERTY

13.1 The intellectual property in the Platform, and in the material, content and information made available on the Platform including graphics, images, photographs, logos, trademarks, the appearance, organisation and layout of this Platform 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 Platform and the Products are for Your personal use only.

13.2 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.

13.3 All material on the Platform, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks and other intellectual property rights. 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 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.

13.4 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.

13.5 You Must:

- (a) not copy, transmit, display, perform, distribute (for compensation or otherwise), license, alter, store or otherwise use the Platform or any of its components;
- (b) not delete or modify any content of the Platform, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that You do not own or have express permission to modify;
- (c) not make false or malicious statements against the Platform, allied services or MESINDUS VENTURES;
- (d) not use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform or any operating system;
- (e) not engage in any form of antisocial, disrupting, or destructive acts, including 'flaming', 'Spamming', 'flooding', 'trolling', 'phishing' and 'griefing' as those terms are commonly understood and used on the internet;
- (f) not use the Platform or any allied services in a way that could damage, disable, overburden, impair or compromise the Platform, our systems or security or interfere with other Users;
- (g) not carry out reverse engineering in respect of the hardware or software underlying the Platform or any part thereof; and
- (h) comply with any applicable law and regulation relating to downloading, using or otherwise exporting the technology used or supported by the Platform or allied services, which may include but is not limited to not using the Platform in a country where the use of the Platform or any allied service is unlawful.

14. **INFRINGEMENT AND TAKE DOWN POLICY:**

14.1 We are committed to removing listing or content on the Platform 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 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 Platform;
- (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.

14.2 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 Platform. We also reserve the right to terminate a User's account if the User is guilty of such infringement.

14.3 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 *mala fide* intentions and we suffer any losses for taking action based on Your notice.

14.4 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.

14.5 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.

15. **PROFANITY POLICY, PLATFORM DISRUPTION POLICY AND FEEDBACK**

15.1 MESINDUS VENTURES prohibits the use of language that is offensive, racist, hateful, sexual, defamatory or obscene in nature on the Platform, 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 Platform 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.

- 15.2 Interference, attempted interference or threatened interference with the Platform 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 Platform 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.
- 15.3 You agree to be fair, accurate and non-disparaging while leaving comments, feedback, testimonials and reviews (“**Feedback**”) on or about the Platform, 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 it comes to Your notice that any Feedback comment contains profanity, please write to Us at 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.

16. **GOVERNING LAW AND DISPUTE RESOLUTION**

17.1 Governing Law

These Terms of Use and all matters arising in connection with these Terms of Use shall be construed in accordance with the laws of India. Subject to Clause 15.2 below, the parties submit themselves to the exclusive jurisdiction of the courts at Mumbai.

17.2 Dispute Resolution

Parties shall endeavour to amicably settle and resolve any dispute or difference arising out of or in relation to these Terms of Use within 30 (thirty) days from the date of raising such dispute or difference by the aggrieved party, failing which either party may refer any disputes arising out of or in connection with these Terms of Use in accordance with the Arbitration and Conciliation Act, 1996 and the rules hereunder. The arbitration shall be conducted in English and the seat of arbitration shall be Mumbai. There shall be a sole arbitrator mutually appointed by the parties. The decision of the arbitrator shall be final and binding on the parties. Nothing shall preclude a party from seeking interim equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. You agree that We shall not be liable or made party in any dispute arising between the Buyer and the Seller, except in such cases where MESINDUS VENTURES is the Seller. Notwithstanding anything to the contrary, parties may agree to conduct

the arbitration proceedings virtually through such audio-visual means as may be mutually agreed upon by the parties.

17. INTEGRATION AND SEVERABILITY

These Agreements constitute the entire agreement between You and MESINDUS VENTURES with respect to the Platform, availing of the allied service, or Content, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between You and MESINDUS VENTURES with respect to the Platform. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Waiver of compliance in any particular instance does not mean that MESINDUS VENTURES will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be binding, MESINDUS VENTURES must provide You with written notice of such waiver through one of its authorized representatives.

18. MODIFICATION OF TERMS OF USE

MESINDUS VENTURES reserves the right, at its sole discretion, to modify or replace any of these Terms of Use, or change, suspend, or discontinue the Platform, Content or allied services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Platform, by sending You notice through the Platform or via email or by modifying the Terms of Use without any prior notice to You. MESINDUS VENTURES may also impose limits on certain features and services or restrict Your access to parts or all of the Platform without notice or liability. It is Your responsibility to check these Terms of Use periodically for changes. Your continued use of the Platform following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

19. FORCE MAJEURE

MESINDUS VENTURES will not be responsible for any delay or failure to comply with its obligations under these Terms of Use or with relation to the Platform or allied services, if the delay or failure arises due to any event or circumstance beyond MESINDUS VENTURES' reasonable control.

20. ELECTRONIC RECORD

This document is an electronic record in terms of the Information Technology Act, 2000 ("IT Act") and rules made thereunder as may be applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the IT Act. 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 the IT Act and the rules made thereunder that require publishing the rules and regulations, Privacy Policy and Terms of Use of the Platform.

21. MISCELLANEOUS

- 21.1 MESINDUS VENTURES shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond MESINDUS VENTURES' reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).
- 21.2 These Terms of Use are personal to You, and are not assignable, transferable or sublicensable by You except with MESINDUS VENTURES' prior written consent. MESINDUS VENTURES may assign, transfer or delegate any of its rights and obligations hereunder without Your consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.
- 21.3 Unless otherwise specified in these Term of Use, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.
- 21.4 In respect of these Terms of Use and Your use of this Platform, allied service, or Content, nothing in these Terms of Use shall be deemed to grant any rights or benefits to any person, other than Us and You (and MESINDUS VENTURES' and Your respective successors in title or assignees), or entitle any third party to enforce any provision hereof, and MESINDUS VENTURES and You agree that MESINDUS VENTURES does not intend that any provision of these Terms of Use should be enforceable by a third party by virtue of the Indian Contract Act, 1872 or other applicable laws.

22. LANGUAGE

- 22.1 Where MESINDUS VENTURES has provided You with a translation of the English language version of these Terms of Use, then You agree that the translation is provided for Your convenience only and that the English language versions of the Terms of Use will govern Your relationship with MESINDUS VENTURES.
- 22.2 If there is any contradiction between what the English language version of these Terms of Use says and what a translation says, then the English language version shall take precedence.

23. CONTACT

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

You may write to the Grievance Officer at the following address:

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

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

- 23.2 Except where required by applicable law, MESINDUS VENTURES cannot ensure a response to questions or comments regarding topics unrelated to the terms of this Terms of Use or MESINDUS VENTURES' privacy practices.

24. COMPLETE UNDERSTANDING

- 24.1 These Terms of Use contain the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of these Terms of Use other than those contained or referenced in these Terms of Use.

YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE