

System use terms and Conditions

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of domain name/ website: <https://bsb-mas.tpci.in/> ("**Website**"), including the related mobile application (hereinafter referred to as "**Platform**").

This document is a legally binding agreement between a Seller (*as defined below*) or a Buyer (*as defined below*), (collectively referred to as "**you**", "**your**", "**User**" hereinafter) who access or use or transact on the Platform and avail Service for a commercial purpose only (referred to as "**we**", "**our**" or "**TPCI**" hereinafter). You acknowledge and agree that the Platform is a business to business (B2B) platform and provides services to trade entities only.

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

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

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

For the ease of reference, this document is divided into following sections:

- I. General Terms applicable to all users on the Platform;
- II. Terms applicable to Buyers ("**Buyer Terms**"); and
- III. Terms applicable to Sellers ("**Seller Terms**").

If you (by itself or through your representatives) intend to make a purchase or have placed an order on the Platform for commercial purposes ("**Buyer**"), Section I. and II. shall be applicable to your use and access of the Platform and its Services thereof.

If you (by itself or through your representatives) intend to offer your products for sale or are selling your products to Buyers through the Platform ("**Seller**"), Section I. and III. shall be applicable to your use and access of the Platform and its Services thereof.

I. **GENERAL TERMS**

1. **EFFECTIVE DATE**

These Terms of Use shall come into force with effect from date of joining the platform.

2. **APPLICATION AND ACCEPTANCE OF THE TERMS**

- i. Your use of the Platform and TPCI's services, features, functionality, software and products (collectively the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy

Policy, The Product Listing Policy, The Infringement Policy, The Return Shipments Policy, The Undelivered Shipment Policy and any other rules and policies of the Platform that TPCI may publish from time to time.

3. **PROVISION OF SERVICES**

- i. You must register on the Platform in order to access and use the Services. Further, TPCI reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) subject to other conditions that TPCI may impose in its discretion.
- ii. In case you avail services while accessing the Platform, that may be supported and/or provided by third party service provider(s), for all such services your contracting entity will be such third party service provider(s), as the case may be. **TPCI disclaims all liability for any claims that may arise pursuant to your use of services provided by such third party service provider(s).**
- iii. We shall not in any manner be liable to you for failure or delay in providing the Services or for any temporary disablement, permanent discontinuance of the Services by us or for any consequences resulting from such actions or reasons that are beyond our reasonable control.
- iv. User acknowledges that the Services are being provided to you on a 'as is' and 'as available' basis and may be interrupted while browsing, transacting, using or uploading information on the Platform. User agrees that we reserve the right to suspend the Services, forthwith without assigning any reason whatsoever, at our sole discretion.
- v. TPCI may at any time with or without notice, withdraw, terminate, and/or suspend any or part of the Services without cause or in case of any breach of the Terms by the User. In addition, termination of any or part of any Services shall not impact provision of other services or other business arrangements or agreements which the User may have entered into with TPCi.

4. **ELIGIBILITY**

The Platform is available for use and access to Users or TPCi members or any other exporter after authorisation by TPCI. For the purposes of these Terms, the term 'persons' shall mean any sole proprietor, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other body corporate duly incorporated under the laws of India.

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

5. USER ACCOUNTS AND VERIFICATION OF ACCOUNT

- i. User must be registered on the Platform to access or avail the Services for its commercial purposes. You agree and acknowledge that you will transact on the Platform only for your business purposes and not for personal use
- ii. You shall be solely responsible for maintaining the confidentiality and security of your user ID and password if any, and for all activities that occur under your account. You agree that all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any terms & conditions or rules, subscribing to or making any payment for any Services, sending emails using the Platform or other communications) will be deemed to have been authorized by you.
- iii. When you access the Platform you are electronically communicating with TPCI. TPCI may communicate with you by e-mail, SMS, WhatsApp messages or messages through other modes of communication, phone call or by posting notices on the Platform or by sending in-app notifications or any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages) in the above manner, from TPCI with respect to your use of the Platform and it shall be deemed by your continued use of the Platform that

you agree and consent to receive any communications from TPCI.

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

6. **USERS GENERALLY**

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

through robots, spiders, automatic devices or manual processes).

- ii. You agree not to undertake any action which may undermine the integrity of TPCI's feedback system.
- iii. By posting or displaying any information, content or material ("**User Content**") on the Platform or providing any User Content to TPCI or our representative(s), you grant perpetual, worldwide, royalty-free, and sub-licensable license to TPCI to display, transmit, distribute, reproduce, publish, translate, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of the Platform, the provision of any Services and/or the business of the User. You confirm and warrant to TPCI that you have all the rights, power and authority necessary to grant the above license.
- iv. User agrees, undertakes, and confirms that User's use of Platform shall be strictly governed by the following binding principles:
 - a. User shall not host, display, upload, modify, publish, transmit, update or share any information which:
 1. belongs to another person and to which User does not have any right to;
 2. 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
 3. is misleading in any way;
 4. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

5. harasses or advocates harassment of another person;
6. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
7. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
8. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
9. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
10. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
11. contains video, photographs, or images of another person (with a minor or an adult);
12. tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;

13. solicits gambling or engages in any gambling activity which, in sole discretion, believes is or could be construed as being illegal;
14. interferes with another user's use and enjoyment of the Platform or enjoyment of any similar Services;
15. refers to any website or URL that, in sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms;
16. harm minors in any way;
17. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
18. violates any law for the time being in force;
19. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
20. impersonate another person;
21. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;;
22. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
23. shall not be false, inaccurate or misleading;
24. shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the

dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

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

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

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

7. BREACHES AND SUSPENSION

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

- a. suspending or terminating the User's account and any and all accounts determined to be related to such account by TPCI in its discretion;
 - b. blocking, restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service;
 - c. removing any product listings or other User Content that the User has submitted, posted or displayed;
 - d. withhold settlement of payments by TPCI to the User;
 - e. any other corrective actions, discipline or penalties as TPCI may deem necessary or appropriate in its sole discretion.
- ii. Notwithstanding anything contained herein these Terms, TPCI may with or without notice and in its sole discretion be entitled to suspend, de-activate, or de-list any product listings or User's account for any reasons, including without limitation, economic constraints, operational difficulties, financial implications, usage behaviour of the User on the Platform etc.
 - iii. TPCI reserves the right to cooperate fully with governmental authorities, private investigators, injured third parties in the investigation of any suspected criminal or civil wrongdoing and/or any third parties alleging a claim against you. Further, TPCI may disclose the User's identity and contact information, if requested by any third party, government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action.

8. TRANSACTIONS BETWEEN BUYER AND SELLER

- i. When a product is listed for sale on the Platform by a Seller, products sold to Buyer by the Seller will be governed by the bipartite contractual arrangement entered into directly between the Buyer and the Seller. Buyer agrees that TPCI cannot and does not confirm each Seller's purported identity. TPCI encourages Buyers to exercise discretion and caution while dealing with various Sellers.
- ii. User further acknowledges and undertakes that it shall use the Platform or Services only for its lawful business

purposes. Buyer agrees to purchase the products from the Seller for further resale or commercial purpose and shall not use the products purchased for his personal use or consumption.

- iii. For any Services, TPCI does not represent either the Seller or the Buyer in specific transactions.
- iv. Each User acknowledges that it is fully assuming the risks of conducting any purchase and sale transactions (hereinafter referred to as “**Transaction Risk**”) in connection with using the Platform or Services, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the Platform.
- v. In the event that any User has a dispute with any party to a transaction such User agrees to release and indemnify TPCI (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction. This clause shall also apply to any services opted for by the User by accessing any link from TPCI site to avail of any independent services related to the transaction of buy-sell conducted on the Platform from any third party.
- vi. We do not make any representations pertaining to the information, content, products included on or delivery of the products or otherwise made available to User and User acknowledges that we are only acting as an intermediary between the Buyer and the Seller. User hereby further agrees, acknowledges and confirms that we are not responsible in any way for the products purchased by the Buyer from the Seller and it is explicitly agreed by the User that we will not in any way, under any circumstances whatsoever, be responsible or held liable for products purchased by Buyer from the Seller and/or in relation to any issue and/or dispute thereof.

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

9. **LIMITATION OF LIABILITY AND INDEMNITY**

- i. To the maximum extent permitted by law, the Services provided by TPCI on or through the Platform are provided "as is", "as available" and **"with all faults"**, and TPCI hereby expressly disclaims any and all warranties, express or implied, including but not limited to, any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose. All such warranties, representations, conditions, and undertakings are hereby excluded.
- ii. Under no circumstances will TPCI be liable for any consequential, incidental, special, exemplary or punitive damages, including but not limited to any lost profits that result from your purchase of any products on platform or any services availed, even if TPCI has been advised of the possibility of such damages.

10. **FORCE MAJEURE**

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

11. INTELLECTUAL PROPERTY RIGHTS

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

12. NOTICES

- i. All legal notices or demands to or upon TPCI shall be made in writing and sent to TPCI personally, by courier, certified mail, or facsimile to the following entity and address: 9, Scindia House, 2nd Floor, Connaught Circus, New Delhi -110001, India.
-

II. BUYER TERMS

The provisions of this section II shall be applicable only to Buyer(s). These Buyer Terms shall be read in conjunction with the General Terms and in the event of any conflict between the General Terms and Buyer Terms, the provisions of Buyer Terms shall supersede and prevail.

1. DEFINITIONS

For the purposes of this Section, the following capitalised terms shall have the following meaning:

- i. **“Buyer”** shall have the meaning as ascribed under the General Terms. For the ease of reference, the terms ‘you’, ‘your’ under this section have also been used to refer to the Buyer.
- ii. **“Consignee”** shall mean the Buyer or any person named in the Delivery Note or any of his/her representatives that takes the delivery of Shipment being transported.
- iii. **“Dangerous Goods”** includes products that are or may become of a dangerous, hazardous, inflammable, radioactive, or damaging nature, products liable to taint or affect other products and products likely to harbor or encourage vermin or other pests.

- iv. **“Delivery Note”** shall mean the waybill containing the essential information (as determined by us on our sole discretion) required for the performance of the logistics services, including name, delivery address and contact number (if applicable) of the Buyer or the designated recipient of the Shipment, description of the contents of the Shipment (if applicable) and COD details (if applicable).
- v. **“Logistics Services”** means the shipping, delivery, including cash on delivery (**“COD”**) and other allied services provided by us to you pursuant to these Buyer Terms.
- vi. **“Order(s)”** shall mean order placed by Buyer for purchasing Products from the Seller on the Platform.
- vii. **“Order Detail(s)”** shall mean the details relating to the Order, including without limitation, the description of Products, details of the Seller and the Buyer, date of order placement, total amount payable by the Buyer, delivery date, mode of payment, unique order number (AWB number) etc.
- viii. **“Product(s)”** shall mean goods of any categories (other than Dangerous Goods).
- ix. **“Shipment(s) / Consignment(s)”** means all Products (excluding documents) that travel under one Delivery Note and which may be carried by any means we choose in our discretion, including air, road or any other carrier.

2. **BUYER’S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES**

- i. You represent, warrant and agree that:
 - a. you are a lawfully incorporated business entity and are fully able and competent to understand and agree to the Terms;
 - b. you have full power and authority to accept the Terms, to grant the license and authorization (if applicable) and to perform the obligations hereunder;
 - c. you will use the Platform and Services for business purposes only;
 - d. you will not use or access the Platform for your personal purposes and any Products that you purchase shall be

- for commercial purposes and not for personal consumption;
- e. the address you provide when registering your account on the Platform is the Buyer place of business of your business entity;
 - f. your business is validly existing and incorporated / established as per the provisions of applicable laws;
 - g. you shall comply with all applicable laws while using and accessing the Platform;
 - h. you and Products or services provided by you on the Platform (if any) comply with applicable laws;
 - i. you shall be solely responsible for obtaining all necessary third party licenses and permissions (if any required) regarding any User Content that you submit, post or display;
 - j. any User Content that Buyer submits, posts or displays does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party.
- ii. Buyer will be required to provide information or material about Buyer's entity, its business, services or products as part of the registration process on the Platform or your use of any Service or the Buyer account and such information may be required to be furnished by TPCI from time to time. Buyer represents, warrants and agrees that:
 - a. such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Platform or any Services is true, accurate, current and complete; and
 - b. Buyer will maintain and promptly amend all information and material to keep it true, accurate, current and complete.
 - iii. Buyer may be required to promptly furnish additional documents or information as and when requested by TPCI to continue using and accessing the Platform and availing the Services. Buyer agrees to promptly provide such additional

documents and information, failing TPCI reserves its right to take appropriate measures as set out under Clause 7 (Breaches and Suspension) of the General Terms.

iv. Buyer consents to the inclusion of the contact information about Buyer in TPCI database and usage of the same.

v. **PAYMENTS BY BUYERS**

a. Upon placing the Order on Platform, Buyer can opt to make payment for the Products purchased by using any of the modes of payment made available by us on the Platform, from time to time.

b. At the time of placing the Order to purchase Products from Seller on Platform, we may in our sole discretion require Buyer to pay a token amount equivalent to a certain percentage of the value of the Product(s) purchased from the Seller ("**Token Amount**"). Such Token Amount payable by the Buyer shall in no event exceed the transaction amount for an Order. The Token Amount shall be non-interest bearing and shall be held in trust by us. This Token Amount shall be adjusted from payment received from the Buyer against the order delivered. In the event of any cancellation of the Order by the Buyer, we may in our sole discretion either:

1. refund the Token Amount to the Buyer;
2. forfeit the Token Amount as cancellation fee; or
3. transfer the Token Amount to Seller.

You agree and acknowledge that our decision in this regard shall be final and binding. If you do not agree to the above, you may choose not to transact on the Platform. If you continue to transact on the Platform, it shall be deemed that you have agreed and accepted the above terms.

c. Buyer acknowledges that it is solely responsible for the transactions / payments made to the Seller for the Products purchased by the Buyer. Buyer acknowledges and agrees that we are acting merely as a payment

collector and shall take no responsibility as to the legality of any payment transaction between the Seller and the Buyer. We do not have any obligation, responsibility or liability to verify any transactions authenticated and/or authorised by the Buyer or its payment instructions.

- d. We will transmit the payments for the Orders received from the Buyer in the manner as set forth under the settlement process of Seller Terms. You hereby agree to be bound by the applicable provisions of the Seller Terms in this regard and agree not to raise any dispute with respect to the manner of settlement by TPCI.
- e. You hereby consent and agree to comply with guidelines, instructions, requests, etc., as maybe made by us or third party banks or financial institutions, as the case may be or a payment system provider from time to time, in relation to making payments on the Platform.
- f. Buyer hereby acknowledges and agrees that we shall not be liable for failure of any transaction undertaken on Platform for any reason whatsoever including but not limited to non-performance or omission or commission on the part of Seller, deficiency of service and/or Products delivered, technical errors on the Platform. You further acknowledge that we shall not be responsible, in any manner whatsoever, for any loss incurred by you for a failed / incomplete transaction undertaken by you on the Platform.
- g. Buyer shall comply with all the applicable regulations/laws in relation to cash transaction as stipulated under the applicable tax laws.
- h. Any refunds shall be subject to the Return Shipments Policy and Undelivered Shipment Policy. Refunds shall be processed in the same manner as they are received. Refund amount will reflect in the Buyer's bank account based on respective banks policies.
- i. If you avail service from any third party service provider using the Platform, upon receipt of instruction from such

third party service provider, you agree and authorise us to remit and settle such collected payments (after deduction of our fees (if any) and any other charges or taxes applicable under tax laws) to the designated bank account of the third party service provider within such timelines as mentioned in the settlement process of Seller Terms. You agree and acknowledge that no separate authorisation will be required by us to collect and transfer payment to such third-party service provider.

vi. **LIMITATION OF LIABILITY AND INDEMNITY**

We shall not have any liability whatsoever for any claims arising from: (a) any of your acts or omissions; (b) compliance with the instructions given by you or any person acting on your behalf; (c) an act or order of any government authority; (d) the insufficiency of the packing or labelling of Shipment; (e) the nature, description, or contents of the Shipment; (f) any force majeure event; (g) any cause which we could not avoid and the consequences whereof we could not prevent by the exercise of reasonable diligence; and/or (h) any dispute or claims between the Seller and the Buyer including without limitation relating to the Shipment or Products hereunder.

3. **SELLER TERMS**

The provision of this Section III shall be applicable only to a Seller(s). These Seller Terms shall be read in conjunction with the General Terms and in the event of any conflict between the General Terms and Seller Terms, the terms of Seller Terms shall supersede and prevail.

1. **DEFINITIONS**

For the purposes of this Section, the following capitalised terms shall have the following meaning:

- a. **“Dangerous Goods”** includes products that are or may become of a dangerous, hazardous, inflammable,

radioactive, or damaging nature, products liable to taint or affect other products and products likely to harbor or encourage vermin or other pests.

- b. **“Delivery Note”** shall mean the waybill containing the essential information (as determined by us on our sole discretion) required for the performance of the logistics services, including name, delivery address and contact number (if applicable) of the Buyer or the designated recipient of the Shipment, description of the contents of the Shipment (if applicable) and COD details (if applicable).
- c. **“Order(s)”** shall mean order placed by Buyer for purchasing Products from the Seller on the Platform.
- d. **“Payment and Settlement Services”** shall mean remittance and settlement of any and all payments collected by TPCI from the Buyer or third party paying on behalf of the Buyer, pursuant to an order placed by a Buyer on the Platform, to the designated bank accounts of the Seller or any third party upon receipt of instructions from the Seller.
- e. **“Product(s)”** shall mean goods of any categories (other than Dangerous Goods).
- f. **“Sales and Distribution Support Services”** or **“S&D Services”** shall mean to include the Standard Platform Services, Payment and Settlement Services, Standard Warehousing Services, goods handling services and other allied services that may be provided by TPCI to support supply chain.
- g. **“Seller”** shall have the meaning ascribed to it under the General Terms. For the ease of reference, the terms ‘you’, ‘your’ under this section have also been used to refer to the Seller.
- h. **“Shipment(s) / Consignment(s)”** means all products (excluding documents) that travel under one Delivery Note and which may be carried by any means we choose in our discretion, including air, road or any other carrier.

- i. **“Standard Platform Services”** shall mean the use and access of the Platform by the Seller, which includes but not limited to creation, display and updating of product listings and subsequent sale transaction by the Seller to the Buyer, in accordance with these Seller Terms and General Terms.
- j. **“Standard Warehousing Services”** shall include but not be limited to: (a) arranging for the storage of Products of the Seller; (b) handling Products of the Seller at warehouse(s); (c) tertiary packaging of the Products for ease of handling, transportation, and temporary storage of the Products to be shipped to Buyer; (d) performing the administrative task of printing invoices for the Seller; (d) other ancillary services as may be mutually agreed between TPCI and the Seller; and/or (e) special access to fulfil Orders from own source.

2. **SELLER’S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

- a. You represent, warrant and agree that:
 - 1. you are a lawfully incorporated business entity and are fully able and competent to understand and agree to the Terms;
 - 2. you have full power and authority to accept the Terms, to grant the license and authorization (if applicable) and to perform the obligations hereunder;
 - 3. you shall use the Platform and Services for business purposes only;
 - 4. you will not use or access the Platform for your personal purposes and any Products that you may sell are for commercial purposes and not for personal consumption;
 - 5. the address you provide when registering your account on the Platform is the Seller place of business of your business entity;

6. your business is validly existing and incorporated / established as per the provisions of applicable laws;
7. you shall comply with all applicable laws while using and accessing the Platform;
8. you and Products or services provided by you on the Platform (if any) comply with applicable laws;
9. you shall be solely responsible for obtaining all necessary third party licenses and permissions (if any required) regarding any User Content that you submit, post or display;
10. any User Content that Seller submits, posts or displays does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("**Third Party Rights**");
11. you have the right and authority (if required under applicable laws) to sell, trade, distribute or export or offer to sell, trade, distribute or export the Products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights;
12. the description and particulars of the Consignment (including but not limited to the weight, content, measure, quality, condition, marks, numbers, and value) are complete and accurate with all laws, regulations, and requirements that may be applicable;
13. all information provided by you or person acting on your behalf relating to the Shipment(s) are complete and accurate;
14. the Shipment(s) are properly and sufficiently prepared, packed, stowed, labelled, and/or marked;

15. the Shipment(s) are packed in a manner adequate to withstand normal handling or storing while transporting;
 16. the Shipment(s) are in compliance with all laws, regulations, and requirements as may be applicable.
- b. Seller will be required to provide information or material about Seller's entity, its business or Products/services as part of the registration process on the Platform or your use of any Service or the Seller account. Seller represents, warrants and agrees that:
 1. such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Platform or Service is true, accurate, current and complete; and
 2. Seller will maintain and promptly amend all information and material to keep it true, accurate, current and complete.
 - c. Seller may be required to furnish additional documents or information about products/ services that the Seller may offer for sale on the Platform in order to authenticate that the Products offered for sale are genuine and authentic and do not infringe intellectual property rights or proprietary rights of any third party. Seller agrees to promptly provide such additional documents and information, failing TPCI reserves its right to take appropriate measures as set out under the General Terms.
 - d. Seller shall be solely responsible to declare the accurate value of the Consignment.
 - e. Seller shall ensure that all the Consignments are provided to us before the specified cut-off-time specified by us for on time delivery with all the proper documents (in accordance with applicable laws including but not limited to applicable central, state, integrated,

or Union Territory goods & services tax laws (GST)) required to ship the Shipments. GST on the Products contained in Shipments and all applicable statutory tax compliances shall be your sole responsibility and we shall not be responsible for any losses, damages resulting from any such non-compliances.

- f. Seller shall be solely responsible to ensure that the Consignment is handed over to us within the time slots allotted to Seller by us. If Seller does not handover the Shipment within the time slot allotted, then Seller shall be charged extra for second attempt being made by us to take the Shipment. Such charges will be as displayed on the Platform.
- g. Seller shall be solely responsible to raise invoices directly on the Buyer for Products sold by the Seller to the Buyer. In the event any penalty is levied by any governmental or regulatory authority on us due to Seller's non-compliance of applicable laws, including without limitation, non-availability of invoices with the Consignments etc., Seller agrees to indemnify us, in this regard for all costs, losses, liabilities, penalties or expenses that we may have to incur. We shall not assume any liability for Seller's failure to comply with this clause.
- h. In addition to these Terms, the Seller agrees to be bound by the terms of the Undelivered Shipment Policy and Return Shipments Policy, as may be amended from time to time, in case of any undelivered Shipment and return of Shipment respectively.

3. FEES AND CHARGES FOR S&D SERVICES

- a. In consideration Services provided by TPCI to the Seller, Seller will be required to pay monthly fee to use the services of TPCI's platform.

4. RETURN REQUEST

- A. If the Return Request raised by the Buyer is due to following reasons:

1. Product(s) is physically damaged or is defective, including damage to the outer box delivered;
2. wrong Product(s) or the Product(s) is not matching the description or specifications mentioned on the listing page on the Platform;
3. part of the Order/ Products is found to be missing due to reasons attributable to the Seller,

then the Product(s) will be sent to the designated warehouse location of HTPL (from where the Product(s) was dispatched) or such other location of the Seller.

Once the Product(s) is received at the designated warehouse location of HTPL, the Product(s) will be checked for any outer damage and/or any visible tampering to the packaging and/or any material damages to the Product(s). If the Product(s) is found to be without any such damages, the Product(s) would be inventorized in the warehouse by HTPL. However, if the Product(s) are found to be damaged, and/or tampered with, for reasons attributable to us, the Product(s) will be retained by HTPL and the order value of such tampered or damaged Product will be reimbursed to the Seller. In this regard, our decision with respect to the findings in relation to the damage / tampering

of the Product(s) and the order value to be reimbursed to Seller shall be final and binding on the Seller.

B. If the Return Request of the Buyer is for the following reasons:

1. any manufacturing defect/ functional defects in the Product(s);
or
2. any quality related issues with respect to the Product(s);

then any such Product(s) which are returned by the Buyer will be returned to you, except where the Products are damaged due to reasons attributable to us. You shall be obligated to accept such Product(s). HTPL disclaims all responsibility and liability with respect to any products that are returned by the Buyer and you agree not to hold HTPL liable for any such claims or disputes or damages arising out of such return as contemplated herein.

2. Seller acknowledges and understands that in the event of any Undelivered Shipment (as defined in the Undelivered Shipment Policy), we will check the Product(s) for any outer damage and/or any visible tampering to the packaging and/or any material damages to the Product(s). If the Product(s) in our reasonable opinion appear not to be damaged or tampered with, the Product(s) will be inventorized in the warehouse by HTPL.

In the event, the Product(s) is found to be damaged due to reasons attributable to us, such Product(s) will be retained by HTPL and the order value/ cost of such tampered or damaged Product

will be reimbursed to you. In this regard, our decision shall be final and binding on you.

3. Subject to Clause (n) and (o) above, any Product(s) that are required to be returned to you will be delivered to you within 90 days from the date the Product(s) reaches our warehouse location or such date that maybe communicated to you by HTPL, whichever is later.
4. Upon receipt of Products as per Clause (p) above, Seller can raise a dispute within seventy-two (72) hours from the time of delivery of the Product(s) for the following reasons:
 - A. missing products or items (in full or in part);
or
 - B. products damaged in transit.

Seller shall be required to raise a claim/ dispute with respect to the Products that are returned along with the copy of the delivery note in support of its claim.

1. LIMITATION OF LIABILITY AND INDEMNITY

- . We shall not have any liability whatsoever for any claims arising from: (a) any of your acts or omissions; (b) compliance with the instructions given by you or any person acting on your behalf; (c) an act or order of any government authority; (d) the insufficiency of the packing or labelling of Shipment; (e) the nature or description of the Shipment; (f) riots, civil commotions, strikes, lockouts, stoppage or restraint of labour; (g) explosion, fire, flood or storm; (h) any cause which we could not avoid and the consequences whereof we could not prevent by the exercise of reasonable diligence; (i) any loss, miss-delivery, delay or damage to any Shipment; and/or (j) any dispute or claims between the

Seller and the Buyer including without limitation relating to the Shipment or Products hereunder.
