

## **Seller Terms and Conditions**

This document is an electronic record in terms of Information Technology Act, 2000 ("IT Act, 2000"), the applicable rules there under and the 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 to or usage of [www.VIZVAKARU.com](http://www.VIZVAKARU.com) website.

The domain name [www.VIZVAKARU.com](http://www.VIZVAKARU.com) (hereinafter referred to as 'Website') is owned by VIZVAKARU (hereinafter referred to as Vizvakaru, We , Us "), a company incorporated under the Companies Act, 1956, with its registered office at: Hiland Woods, Maple, Flat No.11R, Rajarhat, AA-IIC, Kolkata – 700157.

For the purpose of the Terms of Use (hereinafter referred to as "T & C"), wherever the context so requires, 'you' and 'your' shall relate to any natural or legal person who has agreed to become a **seller** on the Website by providing registration data while registering on the Website using computer systems. The word 'user' shall collectively imply a seller /Merchant on the Website.

Your use of the Website, services, and tools is governed by the following terms and conditions including applicable policies incorporated herein by way of reference. If you register on the Website, you shall be subject to the policies that are applicable to the Website for such a transaction. By mere use of the Website you shall be contracting with VIZVAKARU, and these terms and conditions including the policies constitute your binding obligations to VIZVAKARU

When you use any of the services provided by us through the Website including but not limited to (e.g. customer reviews) you will be subject to the rules, guidelines, policies, terms and conditions applicable to such services and they shall be deemed incorporated into the T&C and considered a part and parcel of the T & C. We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the T & C at any time and without any prior written notice to you. It is your responsibility to review the T & C periodically for updates/changes. Your continued use of the Website following the changes will mean that you accept and agree to the revisions. As long as you comply with the T & C, we grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Website.

ACCESSING, BROWSING, OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT WITH ALL THE TERMS AND CONDITIONS UNDER THE T & C. PLEASE READ THE T & C CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting the T & C, you also accept and agree to be bound by VIZVAKARU policies (including but not limited to Privacy Policy), as amended, from time to time.

### **Eligibility**

The use of the Website is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a VIZVAKARU on the Website, transact or use the Website. Reserves the right to terminate your registration and/or refuse you access to the Website if it is brought to VIZVAKARU's notice or discovered that you are under the age of 18 years. If you register as a business entity, you represent that you are duly authorized by the business entity to accept the T & C and you have the authority to bind the business entity to the T & C.

### **Your Account and Registration Obligations**

If you use the Website, you shall be responsible for maintaining confidentiality of your display name, login and password details and all activities that occur with the use of your display name, login and password details. You agree that if you provide any information which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in

accordance with the T & C, we shall have the right to indefinitely suspend, terminate or block you from accessing the Website.

### **Communications**

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

### **Platform for Transaction and Communication**

The Website is a platform that users utilize to meet and interact with one another for their transactions. VIZVAKARU is not and cannot be a party to or control in any manner any transaction between users on the Website.

Consequently:

1. All commercial/contractual terms are offered by you and agreed upon between you and buyers alone. The commercial/contractual terms include (without limitation) price, shipping costs, payment methods and terms, date, period, and mode of delivery, and warranties and after-sales services related to products and services. VIZVAKARU does not determine, advise, have any control, or in any way involve itself in the offering or acceptance of such commercial/contractual terms between you and buyers.
2. VIZVAKARU does not make any representations or warranties regarding specifics (such as quality, value, and salability) of the items or services proposed to be sold, offered to be sold or purchased on the Website. VIZVAKARU does not implicitly or explicitly support or endorse the sale or purchase of any items and services on the Website. VIZVAKARU accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
3. VIZVAKARU is not responsible for any non-performance or breach of any contract between you and buyers. VIZVAKARU cannot and does not guarantee that you and buyers concerned will perform transaction(s) concluded on the Website. VIZVAKARU shall not and is not required to mediate or resolve disputes or disagreements between you and buyers.
4. VIZVAKARU does not make any representations or warranties regarding item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its users. You are advised to independently verify the bona fides of any particular buyer you choose to deal with on the Website and use your best judgment in that regard.
5. VIZVAKARU does not at any point in time during a transaction between you and a buyer on the Website come into or take possession of any of the products or services offered by you, gain title to or have any rights or claims over the products or services offered by you to the buyer.
6. At no time shall VIZVAKARU hold any right/title to or interest in the items nor have any obligations or liabilities with respect to such a contract. VIZVAKARU is not responsible for unsatisfactory or delayed performance of services, damages, or delays as a result of items which are out of stock, unavailable, or back-ordered.
7. The Website is only a platform that can be utilized by you to reach a larger customer base to sell items or services. VIZVAKARU only provides a platform for communication and it is agreed that the contract for sale of any products or services shall be a strictly bipartite contract between you and the buyer.
8. You release and indemnify VIZVAKARU and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the users on the Website and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, VIZVAKARU cannot control the information provided by other users which is made available on the Website. You may find other user's information to be offensive, harmful, inaccurate or deceptive. Please use caution and practice safe trading when using the Website. Please note that there may be risks in dealing with underage persons or people acting under false pretence.

### **Use of the Website**

You agree and understand that VIZVAKARU and the Website merely provide hosting services to its registered users and persons browsing/visiting the Website. All items advertised / listed and the contents therein are advertised and listed by registered users and are third party user generated contents. VIZVAKARU neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor selects nor modifies the information contained in the transmission. VIZVAKARU has no control over the third party user generated contents. VIZVAKARU is merely an intermediary and does not interfere in the transaction between buyers and sellers.

You agree, undertake and confirm that your use of the Website shall be strictly governed by the following binding principles:

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

(a) belongs to another person and over which you have no right;

(b) is grossly harmful, harassing, blasphemous, defamatory, bigotry, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or harassing, including but not limited to 'indecent representation of women' within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

(c) is false, inaccurate or misleading in any way;

(d) 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;

(e) harasses or advocates harassment of another person;

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

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

(h) infringes upon or violates any third party's rights [including but not limited to intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address, or phone number) or rights of publicity];

(i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material) such as providing pirated computer programs or links, information to circumvent manufacturer-installed copy-protect devices, or pirated music or links to pirated music files;

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

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

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

(m) contains unauthorized videos, photographs or images of another person (whether a minor or an adult);

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

(o) engages in commercial activities and/or sales such as contests, sweepstakes, barter, advertising, pyramid schemes, or the buying or selling of 'virtual' items related to the Website without our prior written consent.

Throughout the T & C, VIZVAKARU's prior written consent means a communication coming from VIZVAKARU's Legal Department in response to your request and specifically addressing the activities or conduct for which you have sought authorization;

(p) solicits gambling or engages in any gambling activity which we, at our sole discretion, believe is or could be construed as being illegal;

(q) interferes with another's use and enjoyment of the Website;

(r) refers to any website/URL which, at our sole discretion, contains material that is inappropriate for the Website or any other website and content that is prohibited or violates the letter and spirit of T & C;

(s) harms minors in any way;

(t) infringes any patent, trademark, copyright, proprietary rights, third-party's trade secrets, rights of publicity, or privacy, is fraudulent, or involves the sale of counterfeit or stolen items;

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

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

(w) impersonates another person;

(x) contains software viruses or any other computer codes, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept, or expropriate any system, data, or personal information;

(y) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any offence or prevents investigation of any offence or is insulting any other nation;

(z) shall, directly or indirectly, offer or attempt to offer trade or attempt to trade in any item 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;

(aa) shall create liability for us or cause us to lose (in whole or part) the services of our Internet Service Provider ("ISPs") or other suppliers.

2. You shall not use any 'deep-link', 'page-scrape', 'robot', 'spider', automatic device, program, algorithm, methodology, or any similar or equivalent manual process to access, acquire, copy, monitor any portion of the Website or content or in any way reproduce, or circumvent the navigational structure, presentation of the Website, or any content to obtain or attempt to obtain any material, documents, or information through any means not purposely made available through the Website. We reserve our right to bar any such activities.

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

4. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website or breach the security, authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace information on any other user of or visitor to Website (including any account on the Website that is not owned by you) or to its source or exploit the Website, any service, information made available, or offered by or through the Website in any way where the purpose is to reveal any information (including but not limited to personal identification or information other than your own information) provided by the Website.

5. You shall not make any negative, denigrating, or defamatory statement(s)/comment(s) about us, the brand name or domain name used by us, including the terms VIZVAKARU otherwise engage in any conduct or action that might tarnish the image or reputation of VIZVAKARU or sellers on the platform or otherwise tarnish or dilute any VIZVAKARU trade mark, service marks, trade name and/or goodwill associated with such trade, service marks or trade name as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or VIZVAKARU's systems, networks, or any systems or networks connected to VIZVAKARU.

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

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

8. You may not use the Website or any content for any purpose that is unlawful or prohibited by the T & C or to solicit the performance of any illegal activity or other activity which infringes the rights of VIZVAKARU and/or others.

9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000, and the rules thereunder as applicable and amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Integrated Goods and Services Tax Act, Central Goods and Services Tax Act, relevant State Goods and Services Tax Act or Union Territories Goods and Services Tax Act and Custom Duty, Local Levies as may be applicable) and obtain the necessary licences and permits regarding your use of our Website, service and/or tools and your listing, purchase, solicitation of offers to purchase, and sale of items or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force. In particular you shall ensure that if any of your items listed on the Website qualifies as an "Antiquity" or "Art treasure" as defined in the Act ("Artwork"), you shall indicate that such Artwork is "non-exportable" and sold subject to the provisions of the Antiquities and Art Treasures Act, 1972, and shall ensure that it is not delivered to any buyer at any place outside India.

10. Solely to enable us to use the information you provide us with and so that we do not violate any rights you might have in your information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, and sub-licensable (through multiple-tiers) right to exercise the copyright, publicity or database rights or any other rights you have in your information or in any media now known or not currently known with respect to your information. We will only use your information in accordance with the T & C and **privacy policy** applicable to the use of the Website.

11. From time to time you shall be responsible for providing information relating to the items or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such items or services so as to mislead other users on the Website in any manner.

12. You shall not engage in advertising or solicitation of other sellers on the Website to buy or sell any products or services, including but not limited to products or services related to what is displayed on the Website. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Website. It shall be a violation of the T & C to use any information obtained from the Website in order to harass, abuse, or harm others or contact, advertise and sell to or solicit persons other than those who have chosen to buy from you. In order to protect our users from such advertising or solicitation, we reserve the right to restrict the number of messages or emails which a seller may send to other users in any 24-hour period, which we deem appropriate at our sole discretion. You understand that we have the right at all times to disclose any information (including the identity of the persons who have provided information or material on the Website) as necessary to satisfy any law, regulation, or valid governmental request. This may include, without limitation, disclosure of the information in connection with the investigation of an alleged illegal activity or its solicitation and/or response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorized us to) disclose any information about you to law enforcement or other government officials as we, at our sole discretion, deem necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. We reserve the right, but have no obligation, to monitor the material posted on the Website. VIZVAKARU shall have the right, at its sole discretion, to remove or edit any content that violates or is alleged to violate any applicable law or either the spirit or letter of the T & C. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIAL YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such content posted does not reflect VIZVAKARU's views. In no event shall VIZVAKARU

assume or have any responsibility or liability for any content posted on the Website or claims, damages, or losses resulting from its use and/or appearance of it on the Website. You hereby represent and warrant that you have necessary rights to all the content you provide and all information it contains and that such content shall not infringe any proprietary or other rights of third parties or contain any misleading, libelous, tortious, or otherwise unlawful information.

13. Your correspondence or business dealings with or participation in the promotion of advertisers on or through the Website (including payment and delivery of related products or services, any other terms, conditions, warranties, or representations associated with such dealings) are solely between you and such advertisers. We shall not be responsible or liable for any loss or damage of any sort incurred as a result of such dealings or the presence of such advertisers on the Website.

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

## **Selling**

As a registered seller, you shall list item(s) for sale on the Website in accordance with the policies which are incorporated by way of reference in this T & C. You must be legally able to sell the item(s) you list for sale on our Website and must have all the necessary licenses and permits required for such sale. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All items must be listed in an appropriate category on the Website. All listed items must be kept in stock for successful fulfilment of sales. The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amount that you may have received from the buyer. You agree not to list a single product in multiple quantities across various categories on the Website. VIZVAKARU reserves the right to delete such multiple listings of the same product listed by you in various categories.

## **VIZVAKARU –Fulfillment**

We at VIZVAKARU give customer satisfaction the highest priority, and expect our Sellers to support us in delighting our users and Customers. As a Seller, whilst selling on the Website and efficient service to ensure that the Customer's experience of shopping on the Website is a delightful one. In addition to the terms and conditions detailed herein:

1. We are expected to process orders received from the Customers through the Website in a timely manner and provide the same to the Customers within the stipulated timelines (as agreed at the time of your registration as a Seller on the Website, and as displayed on your login page ("**Seller Dashboard**") failing which the order shall be cancelled for non-fulfillment.
2. Providing a hassle-free shopping experience to the Customer is of utmost priority, and we would like to reiterate that adherence to pre-agreed timelines for shipping of products is of essence to our relationship with you. If the products are not delivered to the Customer within the stipulated timelines, the order may be cancelled and we may be required to process a refund of the amount paid by the Customer for the same.
3. In spite of cancellation of an order due to non-fulfillment of the same, or delay in shipment of the product on part, we shall be entitled to charge our fee to you in respect of such cancelled order, in consideration for the

services provided by us to facilitate such order, and such fee may, at our sole discretion, be adjusted against subsequent remittances, or independently claimed from you.

4. Any failure to adhere to the timelines for fulfillment of an order or timely shipment of the product ordered by the Customer will be considered to be non-performance of your obligations, and repeated non-performance may lead to temporary or permanent suspension of your selling privileges on the Website.

### **Seller-Fulfillment**

We at VIZVAKARU give customer satisfaction the highest priority, and expect our you to support us in delighting our users and Customers. As a Seller, whilst selling on Vizvakaru.com (the "**Website**"), you are expected to deliver prompt and efficient service tonsure that the Customer's experience of shopping on the Website is a delightful one. In addition to the terms and conditions detailed herein below.

1. You are expected to process orders received from the Customers through the Website in a timely manner and within the stipulated timelines (as agreed at the time of your registration as a merchant on the Website, and as displayed on your login page ("Merchant Dashboard") failing which the order shall be cancelled for non-fulfillment.
2. Pursuant to applicable laws, post sales, delivery of the products to the Customers and customer satisfaction will be your responsibility. To this end, as per applicable laws, our Customer Support Team may assist you with ensuring customer satisfaction and resolving complaints received from Customers, with respect to products sold by you on the Website. We would also be happy to assist you with logistics, warehousing, and order fulfilment, and thus you have been tagged as a "Non DirectShip" & DirectShip merchant with the Website.
3. Providing a hassle-free shopping experience to the Customer is of utmost priority, and we would like to reiterate that adherence to pre-agreed timelines for shipping of products is of essence to our relationship with you. If the products are not delivered to our designated hubs within the stipulated timelines, the order may be cancelled and we may be required to process a refund of the amount paid by the Customer for the same.
4. You shall be responsible for all costs incurred to ship the products to our designated hubs (including costs of freight and transit insurance). Further you shall be responsible for payment of all duties, custom duty, taxes and other charges.
5. In spite of cancellation of an order due to non-fulfillment of the same, or delay in shipment of the product on your part, we shall be entitled to charge our fee to you in respect of such cancelled order, in consideration for the services provided by us to facilitate such order, and such fee may, at our sole discretion, be adjusted against subsequent remittances, or independently claimed from you.
6. Any failure to adhere to the timelines for fulfillment of an order or timely shipment of the product ordered by the Customer will be considered to be non-performance of your obligations, and repeated non-performance may lead to temporary or permanent suspension of your selling privileges on the Website.

### **Seller Remittances**

Payments for orders that have been fulfilled shall be remitted to your account, post receipt of funds through the payment gateways, as per applicable laws and within the D+3 timeline prescribed by the Reserve Bank of India (wherein "D" shall mean the date on which the product is successfully delivered to the Customer).

Remittances are usually processed twice a week, i.e., on Monday and Thursday of every week. In the event a Monday or Thursday is a bank holiday or any public holiday, the remittances shall be processed on the next working day.

All remittances shall be processed after applying / off setting all adjustments due from your account. If you have any queries with respect to the amounts being remitted to your account, please contact our Payments Team.

### **Know Your Customer ("KYC") mandate**

You will be required to complete the KYC procedure for verification of your identity and of the bank account you provided to us for receiving remittances as outlined above, as required by the bank and as per our internal requirements. Failure to comply with this requirement will result in remittances being frozen, until the required documents are submitted and validated by us.

You may provide any of the following documents for the KYC procedure:

#### **KYC**

- TIN/VAT (Business name to be same as on TIN);
- CST;
- PAN Card;
- Cancelled cheque with the name of the Company printed on it;
- Declaration (in case of sole proprietorship).

### **Compliance on selling of goods/services**

You shall also ensure full compliance with the provisions of Integrated Goods and Services Tax (IGST), Central Goods and Services Tax (CGST) and Union Territory Goods and Services Tax (UTGST) or State Goods and Services Tax (SGST) in respect of the goods/services supplied by you.

It is your responsibility to charge appropriate goods and services taxes on the supplies effected and remittance of the same to the Government. VIZVAKARU shall not be responsible for any deficiency and/ or omission on your part.

Pursuant to the tax collection at source provisions under IGST, CGST and/UTGST or SGST, the portal would collect tax collection at source at applicable rates on net value of taxable supplies made through the portal and remit to the appropriate Government.

In case of any mismatches on account of tax collection at source, you shall be required to provide all relevant information to VIZVAKARU to correspond with the relevant authorities and also in case of any liability accruing on account of omission shall be your obligation to pay such deficit.

You shall be required to provide the corresponding Harmonised System Nomenclature (HSN) code number for every product listing. In the event that you do not provide the HSN code number that particular product will be delisted and you will no longer be able to sell the product on our platform.

You shall also be required to provide your GSTIN , without which we will not be able to raise an invoice on you. In the event that you do not provide your GSTIN number, transaction on your account will be blocked and orders will not be processed on your account.

In the event of any conflict between the terms of this clause and any other clause in these terms of use, the provisions of this clause will prevail.

### **Content Posted on the Website**



All text, graphics, seller interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork, notes, messages, emails, billboard postings, drawings, profiles, opinions, ideas, images, videos, audio files, other material or information (collectively 'content') are third-party generated content and VIZVAKARU has no control over such third-party generated content as VIZVAKARU is merely an intermediary for the purposes of this T & C. Except as expressly provided in the T & C, no part of the Website and content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including 'mirroring') to any other computer, server, website or other medium for publication, distribution or any commercial enterprise without VIZVAKARU's prior written consent.

You may use the information on the products and services made available on the Website for downloading provided you:

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

You shall be responsible for any content posted or transmitted on the Website by you. Such content will become our property and you grant us the worldwide, perpetual and transferable rights in such content. We shall be entitled to, consistent with our privacy policy as adopted in accordance with applicable law, use the content or any of its elements for any type of purpose forever, including, but not limited to, promotional and advertising purposes in any media, whether now known or hereafter devised or the creation of derivative work. You agree that any content you post may be used by us, consistent with our privacy policy and rules of conduct on the Website as mentioned herein, and you are not entitled to any payment or other compensation for such use.

#### **Limited License**

VIZVAKARU grants seller a limited, non-transferable, non-exclusive, non-sub licensable, non-assignable and personal license to use "Powered by VIZVAKARU" and/or "VIZVAKARU.com" name and/or logo on seller's invoice for transactions concluded on the Website. Further, VIZVAKARU grants seller a limited, non-transferable, non-exclusive, non-sublicensable, non-assignable and personal license to use "VIZVAKARU.com" name and/or logo on packing material used by seller for delivery of Products sold on the Website.

#### **Privacy**

Protection of your privacy is of utmost importance to us. We understand clearly that you and your personal information are among our most important assets. We store and process your information including any sensitive financial information collected (as defined under the IT Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with the IT Act, 2000, and the rules thereunder. Our current privacy policy is available on <http://www.vizvakaru.cm/s/privacypolicy>. If you object to your information being transferred or used in this manner, please do not use the Website.

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

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

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

posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

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

## **Types of sellers**

### **Preferred seller**

In case of multiple sellers selling the same product, the preferred seller is one who is shown at the top of the sellers' list. This is computed based on the following parameters:

1. defect rate (calculated based on the total number of cancellations, returns, disputes, and poor ratings for a seller);
2. time elapsed since last successful sale (it is applicable to only those sellers who have successfully completed 30 orders); and
3. such other parameters as may be specified from time to time.

### **Trusted seller**

Sellers trusted by VIZVAKARU to sell have a VIZVAKARU trusted-seller badge associated with them. Sellers become eligible if they meet the following criterion -- less than 5% defect rate consistently for more than 6 months or such other parameters as may be specified from time to time

### **Certified sellers**

Certified sellers on VIZVAKARU have exclusive features like 'Wallet', 'Store credit', 'Gift card', and more. Sellers become eligible if they meet the following criteria:

1. less than 5% of defect rate consistently for more than 6 months;
2. selling in all the categories listed on VIZVAKARU; and
3. such other parameters as may be specified from time to time.

The final call on Preferred, Trusted and Certified sellers is VIZVAKARU's sole discretion

## **Payment**

1. Transactions, transaction price and all commercial terms such as delivery, dispatch of products and/or services are as per principal to principal bipartite contractual obligations between sellers and buyers and the payment facility is merely used by sellers and buyers to facilitate the completion of transactions. Use of the payment facility shall not render VIZVAKARU liable or responsible for non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after-sales or warranty services or fraud as regards the products and/or services listed on the Website.

2. You have specifically authorized VIZVAKARU or its service providers to collect, process, facilitate, and remit payments and/or the transaction price electronically or through cash on delivery (CoD) to and from buyers in respect of transactions through payment facility. Your relationship with VIZVAKARU is on a principal to principal basis and by accepting the T & C, you agree that VIZVAKARU is an independent contractor for all purposes and does not have control of or liability for the products or services that are listed on the Website and paid for by using the payment facility. VIZVAKARU does not guarantee the identity of any User nor does it ensure that a buyer or a seller will complete a transaction.

3. You understand, accept, and agree that the payment facility provided by VIZVAKARU is neither a banking nor financial service, but merely a facilitator providing an electronic, automated online electronic payment facility for receiving payment, or cash on delivery (CoD) payment, collection and remittance for transactions on the Website using the existing authorized banking infrastructure and credit card payment gateway (PG) network. Further, by providing payment facility, VIZVAKARU neither acts as a trustee nor fiduciary with respect to transaction or transaction price.

**It is hereby clarified that cash on delivery (COD) option may not be available for select products or categories, at VIZVAKARU's sole discretion.**

**Payment Facility for Sellers:**

1. You, as a seller, shall be required to dispatch the products and/or services for every transaction to the buyer within the time period as provided in the policies to ensure that the products and/or services are delivered in a timely manner. Further, you will solely be responsible for undertaking transit insurance for products sold on the Website. For avoidance of doubt, VIZVAKARU will not be responsible for undertaking any insurance(s) for products sold by sellers on the Website. It is hereby clarified and agreed by the seller that VIZVAKARU is merely a facilitator so far logistic services are concerned and logistic services are provided by the Logistic Partner. Further, as and when the goods are shipped through such Logistic Partner, seller shall enter into a bi-partite contract with the Logistic Partner and VIZVAKARU shall not be a party to such contract / transaction and all rights / liabilities / obligations with respect to such logistic services shall be between seller and Logistic Partner.

2. Seller shall provide dispatch details and details of after-sales services related to products and services to VIZVAKARU in such a manner and within a time period as provided in the policies, failing which the transaction shall stand cancelled.

3. Seller shall dispatch the products and/or services using only an approved delivery channel which provides appropriate 'proof of dispatch' & 'proof of delivery' (PoDs) documentation. Such PoD documentation relating to delivery should be maintained by a seller for a period of twelve (12) months from the date of dispatch. The PoDs should be furnished to VIZVAKARU on demand within the time frame as notified from time to time.

4. Seller agrees that the dispatch details shall be true, correct, and duly authorized and shall not be misleading, fraudulent, false, unauthorized, illegal and shall not contain any misrepresentation of facts.

5. In case a seller fails to provide dispatch details or provides dispatch details not complying with policies, it shall result in consequences as more specifically stated in the policies and may lead to suspension and/or termination of seller account.

6. Seller agrees that the transaction price paid by a buyer will be remitted to a seller's bank account contingent upon the following events:

a) Buyer confirms the delivery of products and/or services in the transaction;

b) Buyer does not take any action on payment facility to confirm delivery within such a time period as provided in the policies despite confirmation of dispatch of products and/or services by a seller to the buyer;

c) Buyer's refund claim is rejected by VIZVAKARU due to any breach of the T & C, policies, and any applicable law;

d) Remittances to a seller (after deduction of commissions at applicable rates) for successful transactions under promotional offers [PO] may be made in multiple transactions through its bank accounts and would be in compliance with directions issued by the Reserve Bank of India (RBI) for opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries vide its notification RBI/2009-10/231 DPSS.CO.PD.No.1102 / 02.14.08/ 2009-10 dated November 24, 2009 ('RBI Intermediary Guidelines').

[PO] Promotional offers are marketing activities as part of which buyers are offered discounts or free products provided they meet the offer criteria. These could be referred to under the VIZVAKARU Promotions section on the seller portal.

Remittances to a seller for CoD transactions (after deduction of commissions at applicable rates) shall be made through cheque/demand draft or online bank transfer which may be in multiple transactions through its bank accounts; to the seller's bank account in accordance with transaction timelines prescribed in clause (e) herein below.

e) Transaction Timelines: Transaction on the Website shall be deemed to be complete only once the following action items are concluded by the respective parties as detailed below: Action Item Days

Sl. No	Action Item	Days
1	Seller to procure and ship the product(s) sold	1 - 21 days
2	Logistics partner to ship and deliver (install, wherever applicable) the product(s) sold (post step 1)	2 - 7 days
3	Buyer to confirm (post step 2)	1 - 45 days

Exemptions to the above-listed timelines:

f) Pre-orders where buyer places an order in advance and receives the item as per the timelines stated on the Website,

g) International procurement where buyer procurement takes more than 21 days as on the website

Once the transaction is completed as stated above, the remittance to seller shall be made in accordance with RBI Intermediary Guidelines.

### **Prepaid Payment Instruments**

VIZVAKARU may, either itself or through third-party service providers, offer prepaid instruments as a payment option for transactions on the Website to users. Any purchases by buyers on the Website using the prepaid instruments shall be governed by the following terms and conditions:

1. Such prepaid instruments may be used to make payments for the products purchased on the Website
2. Such prepaid instruments can be redeemed by buyers by selecting the payment mode as may be provided on the Website.
3. Such prepaid instruments cannot be used to purchase other prepaid instruments or gift vouchers.
4. If the order value exceeds the amount of such prepaid instruments, the balance must be paid by the respective buyer via Credit Card/Debit Card /Internet Banking. COD shall not be available as payment option for such transactions.
5. If the order value is less than the amount of such prepaid instruments, the outstanding balance (after deduction of order value) will reflect as credit balance for such prepaid instruments.
6. Prepaid instruments and any unused balance of such prepaid instruments shall expire 1 year from the date of their issue.
7. Prepaid instruments cannot be redeemed for Cash.
8. VIZVAKARU is not responsible if prepaid instruments are lost, stolen, or used without permission.
9. Buyers can combine and use a maximum of 3 prepaid instruments per order. They can be combined with promotional codes.
10. Purchases of prepaid instruments are not eligible for cashback offers.
11. All sellers on the Website will accept this prepaid instrument as a payment instrument.
12. VIZVAKARU will be responsible for making payments to sellers.
13. VIZVAKARU will make payments to sellers whose products have been purchased by buyers redeeming electronic gift vouchers (EGV) as per the guidelines issued by the Reserve Bank of India from time to time.

### **Charges**

Registration on the Website is free. VIZVAKARU does not charge any fee for browsing/registering on the Website. However, before you list an item for sale through the Website, we request you to review our 15% fee policy, which is hereby incorporated by reference into this T & C. VIZVAKARU reserves the right to change its fee policy from time to time. In particular, VIZVAKARU may, at its sole discretion, introduce new services and modify some or all of the existing services offered on the Website. In such an event, VIZVAKARU reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the fee policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees (INR) and payable to VIZVAKARU. You shall be solely responsible for compliance with all applicable laws, including those in India, for making payments to VIZVAKARU.

**GST /Taxes:** You are responsible for paying all fees associated with the use of the Website and charges collected in respect of such usage. You agree to bear any and all applicable taxes, charges, cesses levied thereon (including CGST+SGST/IGST/CGST+UGST and GST cess as may be applicable to the transaction).

#### I. Rules for Express Remittance for Qualified sellers

1. A seller agrees that VIZVAKARU may offer to provide Express Remittance to qualified sellers. Express Remittance shall be subject to RBI Intermediary Guidelines and arrangements/directions of the nodal bank. VIZVAKARU, at its sole discretion, may make such an offer to qualified sellers and the same shall not be construed as a right but only as a privilege. Qualified sellers understand that VIZVAKARU reserves the right to withdraw Express Remittance at any time for any violation of the T & C or VIZVAKARU's policies and/or failure by qualified sellers to maintain or comply with the parameters as may be decided by VIZVAKARU from time to time.

2. Invoice generation: A seller expressly agrees that issuing correct and complete invoice is the sole and primary responsibility of a seller. We will assist you with this process by generating an invoice on your behalf. For us to generate these invoices, we would need a digital image of your signature which will be affixed on the invoice. The invoice shall then be generated and sent to the seller. The seller shall be required to physically sign the invoice, print the invoice and affix the same on the consignment. The invoice generated by VIZVAKARU shall be affixed by the seller on the consignment. Notwithstanding anything else contained in these terms of use, the seller shall be solely liable for any liability which may be imposed by taxation authorities for any discrepancy in the invoices.

A seller expressly agrees that issuing correct and complete invoice is the sole and primary responsibility of a seller. Furthermore, seller shall ensure that invoices state 'Powered by VIZVAKARU' and failing to do so, a seller shall be liable to chargebacks (as applicable).

3. In case of any chargebacks levied by the bank, VIZVAKARU shall have the right to deduct such chargebacks from seller remittances, present and future, and a seller's only remedy will be to discuss and resolve the same with the bank. A seller hereby agrees to extend full co-operation in resolving the chargeback disputes raised by a buyer through the bank and shall provide necessary documentation regarding the transaction to the complete satisfaction of the bank. In case the chargeback is ruled against a seller, VIZVAKARU shall be entitled and authorized to recover the same from the seller to its fullest extent and the bank's decision shall be final and binding in this regard. In the event VIZVAKARU has made any excess payment to seller inadvertently, such excess payments shall be set-off from any future payments payable by VIZVAKARU to the seller.

4. VIZVAKARU may delay notifying the payment confirmation, i.e. informing seller to dispatch if VIZVAKARU deems suspicious or a buyer conducts high transaction volumes to ensure safety of the transaction and transaction price. In addition, VIZVAKARU may hold transaction price and not inform seller to dispatch or remit transaction price to law enforcement officials (instead of refunding the same to a buyer) at the request of law enforcement officials or in the event of a buyer being engaged in any form of illegal activity.

5. Sellers acknowledge that VIZVAKARU will not be liable for any damages, interests, claims etc. resulting from not processing a transaction/transaction price or any delay in processing a transaction/transaction price that is beyond the control of VIZVAKARU.

6. VIZVAKARU shall make payments into the bank account provided by a seller during the seller registration process. Once VIZVAKARU has made payments into such a bank account number, VIZVAKARU shall be discharged of any/all liabilities towards the seller and the seller shall not be eligible for any claims whatsoever.

### **Easy replacement**

You offers easy replacement for all products sold on the platform, under certain conditions which are mentioned below.

- ✓ Customers will notify us of any damage or defect within 48 hours from the date of receipt of delivery of the products.
- ✓ In case of transit damages, the issue has to be reported within 48 hours, after which we may not be able to accept the complaint.
- ✓ We may ask you to share the images of the product and the internal & external packaging material.
- ✓ Once we agree to replace, the defective/damaged product will be replaced with a brand-new product at no extra cost.
- ✓ In case customer fails to inform You within the stipulated time frame, You reserves the right to accept or reject such request at its discretion.
- ✓ You will try to replace the specific product ordered. However, the company reserves the right to offer an alternate product in case the product is Out of Stock or Discontinued by the manufacturer.
- ✓ 30 days replacement guarantee is valid only in cases of manufacturing defects and transport damages.

### **Changes and Cancellation**

Any item additions, quantity changes or specification changes made to accepted orders will be modified in the order details. All sales are final, provided, however, item cancellations and quantity reductions may be made before the order is shipped. We may, without liability, cancel any accepted order before shipment if our credit department does not approve your credit or if there are other problems with the payment mode selected by you.

### **Cancellation of Order**

Vizvakaru reserves the right to refuse or cancel any order placed for a product by customer due to any of the below reasons:

- a. Technical issues related to pricing information.
- b. Non-availability of the product(s).
- c. Payment problem identified by Fraud Detection Department.

This shall be regardless of whether the order has been confirmed and/or payment been received. 100% payment shall be refunded and we will inform you the same.

### **Compliance with Laws:**

1. Seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment ) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, GST Acts and rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Legal Metrology Act, 2009 and the rules made thereunder, Export Import Policy of Government of India) and obtain the necessary licences and permits applicable to them [including the licences under the Foods Safety and Standards Act, 2006 for sale of products under Food and Nutrition category] for using Payment Facility and Website..

## **Wallet**

The 'Wallet' is a prepaid payment instrument which is associated with your account. You can maintain a balance of money with buyers (if permitted) and redeem it at your convenience. Please note that you will be the issuer of Wallet and you shall be responsible for redeeming the money lying in buyer's Wallet account and VIZVAKARU does not assume any risk, liability or responsibility with respect to Wallet money. You will not pay any interest on the amount maintained by a buyer in the seller-specific Wallet.

Refund of Wallet Amount:

Wallet comprises three types of balances – store credit (which is a credit granted by us typically in lieu of a cancelled order), topped-up balance (which is a prepaid amount that a buyer adds to the Wallet to pay for future orders on the Website) and promotional balance (which is a credit granted by us purely for promotional or goodwill purposes). Topped-up balance as well as promotional balance added to the Wallet will be non-refundable, while store credit will continue to be entirely refundable

## **Product Description**

VIZVAKARU does not warrant that product description or other content on the Website is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

## **Audits**

VIZVAKARU shall have the right to inspect and audit seller's records and premises / place of business through itself or through VIZVAKARU approved third party testing agencies. Cost of such audit shall solely be borne by VIZVAKARU unless audit reflects discrepancy in seller accounts / non-compliance with VIZVAKARU's seller policies, in which case cost of audit shall be borne by the seller.

## **Breach**

Without limiting other remedies, we may limit your activity, immediately remove your information, warn other users of your actions immediately, temporarily/indefinitely suspend/terminate/block your account and/or refuse you access to the Website in the event of, including but not limited to, the following:

1. if you breach the T & C, privacy policy or other policies (if any);
2. if we are unable to verify or authenticate any information you provide; or
3. if it is believed that your actions may cause legal liability for you, other users, or us;

We may at any time, at our sole discretion, reinstate suspended sellers. A seller that has been suspended or blocked may not register or attempt to register with us or use the Website in any manner whatsoever until such time that such a seller is reinstated by us. Notwithstanding the foregoing, if you breach the T & C, privacy policy or other rules and policies, we reserve the right to recover any amounts due and owed by you to us and take strict legal action, including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against you.

## **Indemnity**

You shall indemnify and hold harmless VIZVAKARU its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees from any claim, demand, or actions including reasonable attorneys' fees made by any third party or penalty imposed due to or arising out of your breach of the T & C, privacy policy and other policies or your violation of any law, rules, regulations or the rights (including infringement of intellectual property rights) of a third party.

## **Trademark complaint**

VIZVAKARU respects the intellectual property of others. In case you feel that your trademark has been infringed, you can write to trademark@VIZVAKARU.com or ss@VIZVAKARU.com.

## **Copyright complaint**

VIZVAKARU respect the intellectual property of others. In case you feel that your work has been copied in any way that constitutes copyright infringement you can write to VIZVAKARU at [copyright@VIZVAKARU.com](mailto:copyright@VIZVAKARU.com) or [ss@VIZVAKARU.com](mailto:ss@VIZVAKARU.com).

### **Trademark, Copyright and Restriction**

The Website is controlled and operated by VIZVAKARU and products are sold by respective registered sellers. All material on the Website, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks and other intellectual property rights. You must not copy, reproduce, republish, upload, post, transmit, or distribute VIZVAKARU's or other sellers' material in any way, including by email or other electronic means and whether, directly or indirectly, you must not assist any other person to do so. Without the prior written consent of the owner, modification or use of the material on any other website/networked computer environment or for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks, and other proprietary rights is prohibited. Any use for which you receive any remuneration, whether money or otherwise, is a commercial use for the purposes of this clause.

### **Limitation of Liability**

IN NO EVENT SHALL VIZVAKARU BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE T & C, EVEN IF VIZVAKARU HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

### **Applicable Law**

The T & C shall be governed, interpreted, and construed in accordance with the laws of India. The place of jurisdiction shall exclusively be Bangalore.

### **Jurisdictional Issues/Sale in India Only**

Unless otherwise specified, the material on the Website is presented solely for the purpose of sale in India. VIZVAKARU makes no representation that the material on the Website is appropriate or available for use in other locations/countries other than India. Those who choose to access the Website from other locations/countries other than India do so on their own initiative and VIZVAKARU is not responsible for supply of products/refund for the products ordered from other locations/countries other than India and compliance with local laws, if and to the extent local laws are applicable.

### **Contact Us**

Please send any comments or questions, including all enquiries not related to trademark and copyright infringement, on the Website to [ss@VIZVAKARU.com](mailto:ss@VIZVAKARU.com)

Grievance Officer

In accordance with the IT Act, 2000, and the rules thereunder, the name and contact details of the grievance officer are provided below:

VIZVAKARU SOLUTIONS PRIVATE LIMITED

Regd. Office : Hiland Woods, Maple, Flat No.11R, Rajarhat, AA-IIC, Kolkata – 700157

Phone: +91 7890 121 121

Email: [grievance.officer@VIZVAKARU.com](mailto:grievance.officer@VIZVAKARU.com)

Time: MON - SAT 10:00 - 18:00