

The following demonstrates User Agreement (here-in-after referred to as an "Agreement") between **Indispare ECOMMERCE Pvt Ltd, a company duly registered under the provisions of the Indian Companies Act 2013 with its registered office at Hyderabad Address (India)** (hereinafter referred to as "Indispare") and the users of the website ("You", "Your", "User"/"Users").

Before You subscribe to and/or begin participating in or using website. Indispare believes that user(s) have fully read, understood and accepted the Agreement.

All the terms and conditions listed here for the B2B marketplace e-commerce businesses are in accordance with the FDI policy.

If You do not agree to or wish to be bound by Agreement You may not access to or otherwise use the website.

USER AGREEMENT

The website by the domain name "**www.indispare.com**" (hereinafter collectively referred to as the "Platform") are owned and managed by **Indispare ECOMMERCE Private Ltd** (hereinafter referred as "Indispare").

Any and all use of this Platform is subject to, and constitutes acknowledgment and acceptance of, the following Terms and Conditions (Terms"). It is mandatory for all users of the Platform to have read carefully, fully understand and be in total agreement to the below mentioned Terms before they proceed to use any of the services of the Platform ("Services"). The Services are available only to those individuals, firms or companies who can form legally binding contracts under the Indian laws. If you are a minor i.e. under the age of 18 years, you may use the Services only with the involvement of a parent or guardian. Your use of the Platform is governed by the following terms and conditions.

Indispare is the provider of online B2B marketplace e-commerce service, where branded products are displayed online by the various registered sellers for sale and You can purchase the same, subject to these T&Cs.

AMENDMENT TO USER(S) AGREEMENT

Indispare may change, modify, amend, or update this agreement from time to time without any prior notification to user(s) and the amended and restated terms and conditions of use shall be effective immediately on posting. You are advised to regularly check for any amendments or updates to the terms and conditions contained in this User Agreement. If You do not adhere to the changes, You must stop using the Platform. Your continuous use of the Platform will signify Your acceptance of the changed terms.

USER(S) ELIGIBILITY

User(s) means any individual or business entity/organization that legally operates in India or in other countries, uses and has the right to use the services provided by Platform. Our services are available only to those individuals or companies who can form legally binding contracts under the applicable law i.e. Indian Contract Act, 1872 As a minor if You wish to purchase or sell an item on the Platform such purchase or sale may be made by Your legal guardian or parents who have registered as users of the Platform. Indispare advises its users that while accessing the Platform, they must follow/abide by the related laws. Indispare is not responsible for the possible consequences caused by Your behavior during use of Platform. Indispare may, in its sole discretion, reserve the right to terminate Your membership and refuse to provide You with access to the Platform at any time.

We record buying and browsing activities of our users including but not limited to Your contact details and profiles and uses the same to provide value-added services to our users.

If You are registering as a business entity, You represent that You are duly authorized by the business entity to accept this User Agreement and You have the authority to bind that business entity to this User Agreement.

Please note our Platform is also not a risks proof Platform.

REGISTRATION AND YOUR ACCOUNT

To become a Registered User(s) there is a proper procedure which is for the convenience of user(s) so that they can easily log-in.

User(s) can become a Registered User(s) by filling an on-line registration form on the Platform by giving desired information (name, contact information, details of its business, etc.). Indispare will establish an account ("Account") for the user(s) upon registration and assign a user alias ("User ID") and password ("Password") for log-in access to Your Account. If You use the Platform as Registered User, You are responsible for maintaining the confidentiality of Your User ID and Password. You are responsible for maintaining the confidentiality of Your personal and non-personal information and for restricting access to Your computer, computer system and computer network, and You are responsible for all activities that occur under Your User ID and Password, email id and phone number as the case may be.

It is mandatory to submit any of the below mentioned document I relevant identification number:

- Sales tax/ VAT registration/service to /excise duty registration (replaced by GST regime): or
- License/registration certificate/membership certificate/registration under Shops and Establishment Act, issued by a Government Authority/Government Body/Local SO-Government Authority, reflecting that the entity person holding the license/ registration certificate/ membership certificate, as the case may be, is itself/ himself/herself engaged in a business involving commercial activity; or
- Permits/license etc. for undertaking retail trade (like tehbazari and similar license for hawkers) from Government Authorities/ Local Self Government Bodies; or
- Certificate of incorporation or registration as a society or registration as public trust for self-consumption:

Further, in case You register on behalf of a business entity, You represent, that business entity and (a) You have the authority to bind the entity to terms and condition of use and/or this Agreement: (b) the address You use when registering is the principal place of business of such business entity: and (c) You use the Platform for business purposes only (d) all other information submitted to Indispare during the registration process is true, accurate, current and complete

By becoming a Registered User, You consent to the inclusion of Your personal and non-personal data in our on-line database and authorize Indispare to share such information with other user(s) Indispare may refuse registration and deny the membership and associated User ID and Password to any user for whatever reason, Indispare may suspend or terminate a registered membership at any time without any prior notification in interest of Indispare or general interest of its visitors /other members without giving any reason thereof.

You can access and update much of the information you provided us on the website. You agree and acknowledge that you will use your account on the website to purchase products only for business purposes and not for personal use.

Despite Your organization's contact number(s) are on Do Not Call Registry, You consent to be contacted by Indispare through phone calls: SMS notifications or any other means of communication, in respect to the services provided by Indispare.

You agree, inter alia, to: 1. Provide true, accurate, current and complete information about Yourself as prompted by Industry buying's registration form or provided by You 2. Maintain and promptly update the personal and non-personal data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete or Indispire has, reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or riot in accordance with the User Agreement, Indispire has the right to indefinitely suspend or terminate or block access of Your membership with the Platform and refuse to provide You with access to the Platform,

CHARGES

Membership on the Platform is free for buyers at the start. Indispire does not charge any fee for browsing and buying on the Platform. Indispire reserves the right to change its Fee Policy from time to time. In particular, Indispire may at its sole discretion introduce new services and modify some or all of the existing services offered on the Platform. In such an event Indispire 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 Platform and such changes shall automatically become effective immediately after they are posted on the Platform. Unless otherwise stated, all fees shall be quoted in Indian Rupees, You Shall be solely responsible for compliance of all applicable laws including those in India for making payments to Indispire.

USE OF PLATFORM

You understand and agree that Indispire merely provide hosting services to its Registered Users and persons browsing/visiting the Platform

The actual contract for sale is directly between the seller and You. Indispire provides the services of listing catalogues, pricing, shipping, etc. which is informational and it is up to You to follow it or not, Indispire has no control over (a) the existence, quality, safety or legality of items displayed, (b) the accuracy of third party content or listings including that of registered Sellers; (c) the ability of sellers to sell items; (d) the ability of buyers to pay for items. Indispire does not, at any point of time during any transaction between buyer and seller, take the ownership of any of the goods offered by the seller. Nor does Indispire, at any point, assert any rights or claims over the goods offered by the seller to the buyer,

In using the online market place service, You explicitly agree and acknowledge that.

As per the Consumer Protection (e-commerce) Rules, 2020, Any seller offering goods or services through a marketplace e-commerce entity shall:

- (a) have a prior written contract with the respective e-commerce entity in order to undertake or solicit such sale or offer;
- (b) appoint a grievance officer for consumer grievance redressal and ensure that the grievance officer acknowledges the receipt of any consumer complaint within forty-eight hours and redresses the complaint within one month from the date of receipt of the complaint;
- (c) ensure that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services;
- (d) provide to the e-commerce entity its legal name, principal geographic address of its headquarters and all branches, the name and details of its website, its e-mail address, customer care contact details such as fax, landline, and mobile numbers and where applicable, its GSTIN and PAN details.

Indispire should seek to obtain the above information from the sellers on its platform as part of compliance with the Consumer Protection (e-commerce) Rules, 2020. We have reflected this as a markup change as this is not required to be reflected in this policy. However, Indispire should obtain this information from the sellers as part of its seller onboarding process. Purchase of such products will be subject to the terms of offer for sale, and such other additional terms, if any, as specified by the sellers, Indispire is a facilitator and does not take any legal responsibility for the authenticity or quality of such branded products and buyers are encouraged to exercise prudence and diligence (including by viewing any available customer reviews of the products or the sellers) before purchasing such products or availing such services.

-Indispire may offer delivery services through its logistics/courier partners for some of the products on the Platform as per Industry Buying's T&Cs, which may be changed by Indispire without any notice to You.

As per the Consumer Protection (e-commerce) Rules, 2020, every marketplace e-commerce entity shall include in its terms and conditions generally governing its relationship with sellers on its platform, a description of any differentiated treatment which it gives or might give between goods or services or sellers of the same category. Indispire to confirm if there is any differentiated treatment being provided to the sellers. We have reflected this as a markup change as this is not required to be reflected in this policy. This is to be kept in mind by Indispire as part of its compliance process. You understand that any issue or disputes regarding the warranty, guarantee, quality and service will be addressed either by the seller and You agree to handle such issues and disputes directly between You and the seller. All the products are governed by the terms of warranties provided by the respective sellers. However, in case any product is covered under seller warranty, it shall be specifically mentioned under the product details. You acknowledge that Indispire gives no warranty/guarantee, either express or implied, 'regarding the product bought by You or for the use or availability of online marketplace service. Buyers are encouraged to exercise prudence and diligence (including by viewing any available customer reviews of the products or sellers) before purchasing such products or availing such services.

As per the Consumer Protection (e-commerce) Rules, 2020, every marketplace e-commerce entity shall require sellers through an undertaking to ensure that descriptions, images, and other content pertaining to goods or services on their platform is accurate and corresponds directly with the appearance, nature, quality, purpose and other general features of such good or service. Indispire should commence taking such undertakings from the sellers on its platform as part of compliance with the Consumer Protection (e-commerce) Rules, 2020. We have reflected this as a markup change as this is not required to be reflected in this policy. This is to be kept in mind by Indispire as part of its compliance process/ seller onboarding process. Indispire does not either directly or indirectly influence the price of the products offered by the sellers. Indispire is not liable for any manufacturing defect, faulty and after sales service for any of the products purchased on the Platform. Indispire is not linked with any warranty, guarantee, post-sale claims, genuineness of products or brand. as it is just a platform that facilitates sales for its sellers. Indispire will make best efforts to assist buyers try issue resolution including refund or arranging replacement but it will not bear the risk from legal claims for any misrepresentation or selling of wrong product.

The Platform makes available general third party information such as, product catalogues, lists of authorized dealers, technology and features, advertisements, images and photographs of the products and other data from external sources hereinafter "Third Party Content") The provision of Third Party Content is for general informational purposes only. You acknowledge that the Third Party Content provided to You is obtained from reliable sources. Indispire does not provide any guarantee with respect to any of the Third Party Content and Indispire shall not be held liable for any loss suffered by You based on Your reliance on or use of such Third Party content.

Indispire shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential, or other) whether arising in contract, tort or otherwise, which may arise as a result of your use of (or inability to use) this website, or from your use of (or failure to

use) the information on this website. Indispare does not assume any liability and responsibility for the information provided by you on this website. The use of the information provided by you is limited to the purpose of the transaction of your order on an "as is" basis.

USE Terms for www.Indispare.com

You understand and agree that Indispare and the other Websites 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.

Indispare has no control over the third party user generated contents.

Please note that in accordance with the Information Technology (Intermediaries guidelines) Rules 2011 in case of non-compliance with user agreement and privacy policy for access or usage of intermediary computer resource, the Intermediary has the right to immediately terminate the access or usage rights of the users to the computer resource of Intermediary and remove non-compliant information.

You shall not host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that:

- Belongs to another person and to which You do not have any right;
- Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- Harm minors in any way;
- 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 items;
- Violates any law for the time being in force;
- Deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- Impersonate another person;
- Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- 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 cognizable offence or prevents investigation of any offence or is insulting any other nation.
- Shall not be false, inaccurate or misleading;
- 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.
- Shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and
- Shall not link directly or indirectly to or include descriptions of items, goods or services that are prohibited under the User Agreement or any other applicable law for the time being in force including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860, Information Technology Act 2000 as amended time to time and rules there under.

You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as 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 Sales Tax/ VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding your use of our 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 Arts and Antiquities Act.

User(s) hereby grant an irrevocable, perpetual, worldwide and royalty-free, sub-licensable (through multiple tiers) license to Indispare to display and use all information provided by them in accordance with the purposes set forth in agreement and to exercise the copyright, publicity, and database rights you have in such material or information, in any form of media, third party copyrights, trademarks, trade secret rights, patents and other personal or proprietary rights affecting or relating to material or information displayed on the web site, including but not limited to rights of personality and rights of privacy, or affecting or relating to products that are offered or displayed on the website. Indispare will only use Your Information in accordance with the User Agreement and Indispare Privacy Policy. You represent and confirm that you shall have absolute right, title and authority to deal in and offer for sale such items, goods or products.

Cancellation

The right to cancel any order for any reason is reserved with Indispare/seller of the goods. Possible reasons for cancellation include, but are not limited to the following-

1. **Potentially fraudulent order** - Before shipping the orders, a check is run to make sure such orders are legitimate. If the check fails, Your order may be cancelled
2. **Incorrect Pricing** - Due to the volatile market for collectible product, there may be major fluctuations in price at times. Therefore, the seller reserves the right to remove any item from any order and provide a full refund to the customer for that item.
3. **Non-Payment of Non-COD -orders** - If payment is not received within a reasonable amount of time after the order has been placed. Your order may get cancelled without notice
4. **Non availability of the product** - If the order is not serviceable by the seller due to non-availability of the product.
5. **Non-serviceable address** - If Your pin code is not serviced by any of the courier partners, your order will be cancelled.

6. **Long. gestation time** - If the procurement is taking longer than 7 working days and You are not willing to wait further, your order will be cancelled.

Return & Refund Policy

Returns is a scheme provided by respective sellers directly in terms of which the option of exchange, replacement and/ or refund is offered by the respective sellers to You. All products listed under a particular category may not have the same returns policy (please review the terms before placing your order). All returns are further subject to the terms, conditions and policies of our payment service providers. Please contact our office to discuss any return requests - or email us at returns@indispire.com.

Alerts

By accepting these T&C-s, You accept that Indispire may send the alerts to the mobile phone number/ email address provided by You at the time of registering at the Platform or to any such number/e-mail address replaced and it by You subsequently.

Consent

Content on the Platform is displayed on "AS IS" basis, in the form received from the Sellers. While Indispire tries to offer reliable data, Indispire cannot promise that the catalogues will always be accurate and up-to-date, and You agree that You will not hold our catalogue providers or us responsible for inaccuracies in the catalogues. The catalogue may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings in within the catalogues or create any derivative works based on catalogue content.

Payment

While availing any of the payment methods available on the Platform, Indispire will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

- Lack of authorization for any transaction/s, or
- Exceeding the preset limit mutually agreed between You and "Banks", or
- Any payment issues arising out of the transaction, or
- Decline of transaction for any other reasons

Before shipping I delivering Your order to You, Seller may request You to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by You for Your purchase. This is done in the interest of providing a safe online shopping environment to Our Users.

Transactions, Transaction Price and all commercial terms such as Delivery, Dispatch of products are as per principal to principal bipartite contractual obligations between Buyer and Seller and payment facility is merely used by the Buyer and Seller to facilitate the completion of the Transaction Use of the payment facility shall not render Indispire liable or responsible for the 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. listed on Platform. In case the payment processing is done outside the Indispire platform, the terms and conditions of the third party payment service provider shall become applicable for the purposes of processing of payments and any issues relating thereto.

You have specifically authorized Indispire or its service providers to collect, process, facilitate and remit payments and / or the Transaction Price electronically or through Cash on Delivery to and from other Users in respect of transactions through Payment Facility. Your relationship with Indispire is on a principal to principal basis and by accepting these Terms of Use You agree that Indispire is an independent contractor for all purposes, and does not have control of or liability for the products that are listed on Platform that are paid for by using the Payment Facility. Indispire does not guarantee the identity of any User nor does it ensure that a Buyer or a Seller will complete a transaction.

You understand, accept and agree that the payment facility provided by Indispire is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payments, receiving payment through Cash on Delivery, collection and remittance facility for the transactions on the Platform using the existing' authorized banking infrastructure and Credit Card payment gateway networks, Further, by providing Payment Facility, Indispire is neither acting a trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price

Shipping orders outside India:

Our Platform presently does not entertain orders requiring international shipping. if You are an international customer please email us Your requirement at support@indispire.com. We shall coordinate with the requisite sellers to determine whether we Your order can be fulfilled or not.

Our business hours: Our hours are 9AM to 6PM Monday to Saturday at +91 (Indispire Helpdesk Number)

Order delivery time

If material is in stock of or is readily available with the respective seller, the supplier is dispatched in 3-4 business days on receipt of the complete payment for the order placed online. For Special orders or out of stock items, the delivery time shall be around 2 weeks. If the seller is not able to fulfill Your order, we will refund Your entire amount collected on behalf of the seller within 15 business days. If order delivery time exceeds the above committed timelines, we will contact You to determine if You want to execute the order with the new delivery time. If You do not wish to execute the order at that time. entire amount shall be refunded.

Product information not shown in the catalog:

Call, fax or email us to let us know what kind of information You need – All our numbers are listed in our Contact us section.

Additional information about previous orders

Click on Order history at the top of the web site to view information about Your previous orders. From there You can access Your invoices, proofs of delivery, and other shipment information.

Grievance Redressal

In accordance with Information Technology Act 2000 and rules made there under and the Consumer Protection (E-Commerce) Rules, 2020, the Grievance Officer shall attempt to acknowledge your grievances/ complaints within 48 hours of receiving it. The Grievance Officer may require such information as he may require in order to look into the grievances/ complaints for resolving the same. The Grievance Officer shall attempt to resolve the grievance/ complaint within 1 (one) month of having received it. You acknowledge that in the event you fail to provide the information sought by the Grievance Officer to look into your complaint, the Grievance Officer shall not be able to proceed with your grievance/ complaint, and as such, the grievance/ complaint may remain unresolved. By agreeing to

the terms and conditions herein, you hereby consent and authorize the Grievance Officer to contact you on the basis of the information provided by you, for the purposes of the grievance/ complaint.