

USER AGREEMENT

These Terms and conditions govern the use of this website and all other applications owned and operated by **INDISPARE ECOMMERCE Pvt Ltd, a company duly registered under the provisions of the Indian Companies Act 2013 with its registered office at** Address: Indispare, 3rd FLOOR, PLOT NO.5, SY NO.62, CoKarma, Durgam Cheruvu Road, Madhapur, Hyderabad, Rangareddy, Telangana, 500081 (hereinafter referred to as "Indispare"). Accepting the terms and conditions is not mandatory for you but, if you wish to avail our services and offers, and all transactions you do with us are subject to the Terms and conditions of this USER AGREEMENT (Agreement) and by doing so you automatically agree to the terms and conditions mentioned herein below. By accepting this Agreement, you also accept the Privacy Policy of Indispare. This Agreement may be updated and amended time and again on need basis. Kindly follow our website/app for the said changes. Any amendment will be effective immediately. Your continued use of this website after any amendment becomes effective and constitutes a legally binding agreement by you with the company. In case of any queries related to these, please do not hesitate to contact us. Please read the whole document before availing our services through our website or app. By using our services, you are accepting all the User Agreement and Privacy Policy.

This document is an electronic record in accordance with terms of Information Technology Act, 2000 and rules thereunder as applicable 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 and is a valid legally binding agreement.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of our website.

Registered User / Guest User and wherever the context so requires, 'You' shall mean any natural or legal person who has agreed to become a member of the Website by providing true, accurate, current and complete information while registering on the Website. The users of the website are hereinafter referred to as ("You", "Your, "User"/"Users").

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

1. Introduction

The website by the domain name **"www.indispare.com"** (hereinafter collectively referred to as the "Platform") are owned and managed by **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, in our website, mobile apps, tools and services of the Platform (collectively known as "Services"). The Mobile devices terms, all policies and additional terms posted on and in our sites, applications, tools, and services are incorporated into this User Agreement. You agree to comply with all of the terms of this User Agreement when accessing or using our Services.

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

2. Agreement with Seller

Indispare is a marketplace where it allows its Users to display, sell and buy products as per their requirement. The actual contract for sale is directly between the seller and buyer. Indispare is not a party to the transaction, and it is not a seller or a traditional auctioneer and is merely a platform facilitating the commercial transactions of the Users with one another. Indispare further does not guarantee the quality of the products sold or bought, it only tries to aggregate between buyers and sellers and tries its best to make sure genuine products are displayed in its website.

3. Eligibility

You will be eligible to enter into this agreement only if you attain the age of majority and are competent to contract and not prohibited to contract as per the laws of the land. You agree to provide us enough and accurate information to prove that you are eligible to enter into this agreement in accordance with the laws.

4. Privacy

Please review our Privacy Policy, which also governs your visit to our website or app, to understand our practices. The personal information / data provided to us by you will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.

5. Representations and Warranties

You hereby represent and warrant that:

- (i) The information provided by you at the time of opening the account and/or during any of the transactions through our website/app is true, accurate and correct.
- (ii) You are a competent party to enter into this contract and has not been prohibited by any law from doing so. If you are below the age of majority, you may use our services through your parents/guardian.

- (iii) That you are responsible for all the payments and financial transactions (which may include cash payments, e-wallet payments) and clearing all the bills raised against you.
- (iv) That all information supplied by You or members of Your company, organization or household in using our site or software is true and accurate, and to indemnify us for any breach of the foregoing Terms.
- (v) Your use of our services does not grant you any rights in relation to any of our intellectual properties including but not limited to copyright, trademarks, patents. All the Intellectual properties related to this are owned exclusively by the owner of the said property.
- (vi) You will not use our services for any unlawful purposes or in any way that intervenes or interrupts Indispire or any other third party from abiding the law. Further, you shall not use, access, or attempt to use any other User's information or access into their accounts in any unlawful manner.
- (vii) You shall not act in any way that might damage the reputation of Indispire.
- (viii) You will not post, list or upload content or items in inappropriate categories or areas on our sites.
- (ix) You will not manipulate the price of any item or interfere with any other User's listings;
- (x) You will not post false, inaccurate, misleading, deceptive, defamatory, or libellous content
- (xi) To compensate and defend us fully against any claims or legal proceedings brought against us by any other person because of your breach of these terms.
- (xii) Sellers represent and warrant that they meet Indispire's minimum quality standards failing which, we will have the right to limit, restrict, or suspend Your account and your access to the website.

6. Your Account

- (i) 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.). Indispire 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.
- (ii) You are solely responsible for maintaining confidentiality of your Registration Data and will be liable for all activities and transactions that occur through your Account, whether initiated by you or any third party. Your Account cannot be transferred, assigned, or sold to a third party. We shall not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without Your knowledge.

- (iii) We reserve the right to suspend or terminate your Account with immediate effect and for an indefinite period, if we have a reason to believe that the data provided by you is incorrect or false, or that the security of your Account has been compromised in any way, or if you are using the data in any unlawful manner or for any other reason we may find just or equitable.
- (iv) In case of a problem in accessing your account, write to us at contact@indispire.com and raise a request officially to help you resolve the problem or block your account (in case of any unauthorized access). We will help you resolve the problem or block your account within forty-eight (48) hours of such request. We are not liable or responsible for any unauthorized access during that period of forty-eight (48) hours after the request has been raised.

7. Conduct

You must not use the website/app to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, insulting or harassing, blasphemous, defamatory, libelous, obscene, pornographic, paedophilic, or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, patent, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, defence, security or sovereignty of India or friendly relations with foreign States or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam; or is patently false and untrue.

8. Amendment to User(s) Agreement

Indispire 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.

9. 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. Indispire advises its users that while accessing the Platform, they must follow/abide by the related laws, Indispire is not responsible for the possible consequences caused by Your behavior during use of Platform, Indispire 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.

10. For Sellers

It is mandatory to submit any of the below mentioned documents or any other relevant identification documents:

- (i) Sales tax/ VAT registration/service /excise duty registration (replaced by GST regime): or
- (ii) 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
- (iii) Permits/license etc. for undertaking retail trade (from Government Authorities/Local Self Government Bodies; or
- (iv) 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 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 Indispire during the registration process is true, accurate, current and complete

11. Your Personal Information

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) on a need basis. You can access, edit, and update much of the information you provided to 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. You agree, to provide true, accurate, current and complete information about Yourself at the time of registration as prompted by Industry buying's registration. You further agree to 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 Indispare has reasonable grounds to suspect otherwise, then Indispare has the right to indefinitely suspend or terminate or block access of Your membership with the Platform.

12. Authorisation to Contact You

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 . Indispare may contact You using autodialed or prerecorded calls and text messages, at any telephone number that You have provided us with for marketing purposes or any other purpose as maybe needed. Any or all calls may be recorded and stored by Indispare. Our collection, use, disclosure, retention, and protection of Your personal information is governed by our Privacy Policy.

Indispare's automated systems scan and analyze the contents of every message sent through its messages platform, including messages between Users, to detect and prevent fraudulent activity or violations of this User Agreement, including the incorporated terms, notices, rules, and policies. This scanning and analysis may occur before, during, or after the message is sent, or while in storage, and may result in Your message being delayed or withheld. Indispare may store message contents, including to conduct this scanning and analysis.

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. Indispare may contact You using autodialed or prerecorded calls and text messages.

13. Charges

Membership on the Platform is free for Users at the start. Indispare does not charge any fee for browsing and buying on the Platform. Indispare reserves the right to change its Fee Policy from time to time. Indispare 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 Indispare 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 Indispare.

14. Use of Platform

You understand and agree that Indispare 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. Indispare provides the services of listing catalogues, pricing, shipping, etc. which is informational and it is up to You to follow it or not, Indispare 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. Indispare 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 Indispare, at any point, assert any rights or claims over the goods offered by the seller to the buyer,

In using the online marketplace 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.

Indispare 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. However, Indispare 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, **Indispare is a facilitator and does not take any legal responsibility/liability 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.**

Indispare 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 Indispare without any notice to You.

Indispare 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 Indispare as part of its compliance process. You understand that any issue or disputes regarding the warranty, guarantee, quality and service will be addressed 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 Indispare 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. 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 Indispare as part of its compliance process/ seller onboarding process. **Indispare does not either directly or indirectly influence the price of the products offered by the sellers. Indispare is not liable for any manufacturing defect, faulty and after sales service for any of the products purchased on the Platform.** Indispare 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. Indispare will make best efforts to assist buyers in resolving any dispute including refund or arranging replacement but it will not be liable for any 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. Indispare does not provide any guarantee with respect to any of the third-party Content and Indispare shall not be held liable for any loss suffered by You based on Your reliance on or use of such third-party content.

Indispare 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.

15. USE Terms for www.Indispare.com

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

- (i) Belongs to another person and to which You do not have any right.
- (ii) 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.
- (iii) Harm minors in any way.
- (iv) 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.
- (v) Violates any law for the time being in force.
- (vi) Impersonate another person.
- (vii) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.
- (viii) 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.

- (ix) 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.
- (x) 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
- (xi) 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.

16. 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-

- (i)**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
- (ii)**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.
- (iii)**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
- (iv)**Non availability of the product** - If the order is not serviceable by the seller due to non-availability of the product.
- (v)**Non-serviceable address** - If Your pin code is not serviced by any of the courier partners, your order will be cancelled.
- (vi)**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.

17. Return & Refund Policy

Most items purchased from sellers listed on our website are returnable within the return window, except those that are explicitly identified as not returnable (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@indispare.com**](mailto:returns@indispare.com).

The return is processed only if:

- (i) it is determined that the product was not damaged while in your possession.
- (ii) the product is not different from what was shipped to you.
- (iii) the product is returned in original condition (with brand's/manufacture's box, MRP tag intact, user manual, warranty card and accessories)

For the products that are returned by the customer, the refund is issued to the original payment method (in case of pre-paid transactions) or to the bank account in case of Pay on Delivery orders, the details for making such refund and the timelines are detailed in the refund policy.

18. Pricing and Availability

We list availability information for products sold by us on the website, on each product information page. Please note that dispatch estimates are just an estimate date but not definite and accurate as it depends on various other factors on which we do not have control. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, you will be informed by e-mail if any products you order turn out to be unavailable.

All prices are inclusive of VAT/CST, service tax, Goods and Services Tax ("GST"), duties and cesses as applicable - unless stated otherwise.

19. Force Majeure

Indispire will not be held responsible and liable for any delay or failure to comply with our obligations, or delay in deliveries if the delay or failure arises from any cause which is beyond our reasonable control and is treated as Act of God. We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to us when the transaction was made.

20. Copyrights, Trademarks

The catalogue and the products listed in our website 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. All intellectual property rights shall be of the owner.

21. Payment

Unless indicated otherwise, payments for the item You sell or buy using our services are managed by a designated payment gateway. Using the managed payment gateway will be a prerequisite for using the services as a seller/buyer.

When we enable Your account for payments, You shall complete Your payments registration. To continue to list and sell on Indispire when You register Your account, You must:

- (i) provide the payments entity with information about You and/or Your business to meet its compliance requirements, including those involving identity verification, anti-money laundering controls, and sanctions screening as required by applicable laws and policies; and
- (ii) pass such verification and screening and otherwise meet the compliance requirements of the payment's entity, as determined by the payments entity;
- (iii) provide bank account information; and
- (iv) provide other required documents.

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.

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 or 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.

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 Indispare 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 Indispare 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 Indispare is on a principal-to-principal basis and by accepting these Terms of Use You agree that Indispare 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. Indispare does not guarantee the identity of any User nor does it ensure that a Buyer or a Seller will complete a transaction.

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@indispare.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 8PM Monday to Saturday at +91 7013197359 (Indispare Helpdesk Number)

22. 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.

For 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.**

23. Indemnity

You agree to indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Your breach of this User Agreement and/or any of our policies or improper use of our services.

24. Grievance Redressal

If a dispute arises between You and Indispare, we strongly encourage You/User to first contact us directly to seek a resolution of the dispute by addressing the

dispute to the Grievance Officer. Failing resolution through the Grievance Officer, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified and appointed by us. The place of arbitration shall be Hyderabad, India. The Arbitration and Conciliation Act, 1996, shall govern the arbitration proceedings.

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 investigate 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 investigate 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 based on the information provided by you, for the purposes of the grievance/ complaint.

You may please contact us for any information, clarification, services, or dispute at contact@indispare.com.