

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.swiggy.com website and Swiggy application for mobile and handheld devices.

## **User Terms**

These terms of use ("Terms of Use") mandate the terms on which users ("You" or "Your" or "Yourself" or "Users") interested in browsing or availing Smarkt Services (defined below), and accessing the mobile application operated by Smarkt collectively referred to as, the "Platform" connects with the merchants registered on the Platform ("Tied-up Merchants") ( hereinafter referred to as "Merchants") to users who wish to avail the Smarkt Delivery Services.

Please read the Terms of Use carefully before using the Platform or registering on the Platform or accessing any material or information through the Platform. By clicking on the "I Accept" button, You accept this Terms of Use and agree to be legally bound by the same.

Use of and access to the Platform is offered to You upon the condition of acceptance of all the terms, conditions and notices contained in this Terms of Use and Privacy Policy, along with any amendments made by Smarkt at its sole discretion and posted on the Platform from time to time.

# **GENERAL TERMS RELATING TO SMARTK SERVICES**

## **1. Registration:**

a. You shall be permitted to access the Platform, avail the Smarkt Services and connect with Merchants on the Platform only upon creating an Account (as defined below) and obtaining a registration on the Platform. Your ability to continue using the Platform, Smarkt Services is subject to Your continued registration on the Platform. You will be required to enter Your personal information including your name, contact details, valid phone number while registering on the Platform.

b. As a part of the registration, You may be required to undertake a verification process to verify Your personal information and setting up the Account.

Smarkt shall have the right to display the information, feedback, ratings, reviews etc. provided by You on the Platform. You agree and accept that as on the date of Your registration on the Platform, the information provided by You is complete, accurate and up-to-date. In the event of any change to such information, You shall be required to promptly inform Smarkt of the same, in writing, at least 1 (one) week prior to the date on which such change shall take effect. You acknowledge and accept that Smarkt has not independently verified the information provided by You. Smarkt shall in no way be responsible

or liable for the accuracy or completeness of any information provided by You. If You provide any information that is untrue, inaccurate, not current or incomplete, or Smarkt has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Smarkt reserves the right to suspend or terminate Your Account (defined below) and refuse any and all current or future use of the Platform (or any portion thereof) at any time.

## 2. Smarkt Services:

**a. The Platform provides You with the following services ("Smarkt Services"):**

**i. It allows You to connect with Merchants;**

**ii. It allows You to view the items/services ("Items") listed on the Platform by the Tied Up Merchants;**

**iii. It allows You to purchase Item(s) from the Tied Up Merchants listed on the Platform and allows You to get the Items delivered to You through Delivery Partners ("Purchase Services");**

**viii. It allows You to give ratings, write comments and reviews about and Merchants and our service;**

viii. It facilitates improvement in the quality of the services provided by Smarkt on the Platform based on User ratings, reviews and feedbacks provided on the Platform.

b. Once the Purchase Services have been completed or delivered, as the case may be, You shall promptly notify the same on the Platform.

c. Smarkt may, at its absolute sole discretion, add, modify, upgrade, extend, withdraw or alienate any of the Smarkt Services listed above from time to time. Smarkt does not provide any guarantee to You that the Smarkt Services will be made available to You at all times.

d. You hereby agree and acknowledge that Smarkt is only a facilitator between You and the Merchants and Smarkt only provides You with access to the Platform to connect with Merchants for You to initiate transactions on the Platform. You hereby agree and acknowledge that Smarkt will not be a party to any of the transactions that are initiated by You through the Platform and Smarkt shall not be liable in any manner or incur any liability with respect to the services performed by the Merchants. Further, You hereby agree and acknowledge that Smarkt shall not be liable for the conduct, acts and omissions of the Merchants (including their employees and consultants and delivery services) in the course of providing their services to You, or for any loss or damage to the Item or otherwise caused to You as a consequence of or in relation to the services being provided to You by the Merchants.

e. You shall be eligible to avail Smarkt services as per applicable laws. If You are purchasing a medicinal product that requires a valid prescription, You are required to ensure that physician, as far as possible, prescribe drugs with generic names and he/she shall ensure that there is a clear prescription and will upload the same on the Platform while initiating the transaction with respect to the same on the Platform. Failure to do the same shall result in cancellation of the transaction. Only upon verification of the medical prescription, will You be able to avail the Smarkt Services for purchase of the required medicines.

In case of Purchase Services, it is the duty of the Tied-Up Merchants to share the updated Item list along with its prices on the Platform. Smarkt shall not be responsible for any inaccurate Item listing on the

Platform. Further, You hereby agree and acknowledge that for certain Items (Items that are perishable in nature or Item whose price varies periodically), it may not be possible for the Tied-Up Merchants to list out the exact price or prices of such Items on the Platform. The above shall also be applicable to the provision of Purchase Services. In such cases, the Delivery Partner upon reaching the Merchant outlet shall intimate You about the Item price and You shall be required to confirm the purchase of the Item and you shall make the payment for the same to complete the transaction, however if You do not confirm the purchase of the Item and do not make payment for the Item, the Item will be removed from the existing bill and the Refund procedure will be initiated from Our end. In such a case, the Refund will take the time period specified depending on the type of transaction used by You.

f. You hereby acknowledge that Smarkt shall not be liable for any damages of any kind arising from Your use of the Smarkt Services, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

g. Smarkt shall be entitled at any time without giving any reason terminate Your request for any Smarkt Service.

h. You hereby agree that Smarkt shall not be liable for any conduct or misbehavior or actions of Delivery Partner with respect to any transactions initiated on the Platform. Further, You agree that Smarkt has no control over the Items provided to You by the Merchants and therefore, Smarkt shall not incur any liability with respect to such Items. However, keeping in mind the interests of the Users, We have informed our Merchants to ensure that Items are packaged properly to avoid any form of spillage or damage to the Item or any issues related to packaging

i. Should You choose to reschedule a transaction on the Platform at a later point of time, You shall cancel the current transaction on the Platform (if initiated) and initiate a new transaction on the Platform, as per Your convenient time.

j. If a transaction initiated by You on the Platform cannot be completed, Smarkt shall notify You on the Platform.

k. You agree to provide as much information as possible on the Platform with respect to the Items You wish to purchase, using the Platform.

l. Smarkt shall use Your location-based information that is captured by Smarkt through global positioning system when You are using Your mobile device to request a Smarkt Service on its mobile application. Such location-based information shall be used by Smarkt only to facilitate and improve the Smarkt Services being offered to You.

m. You understand and acknowledge that Smarkt by itself does not sell or provide any such Items. Smarkt is not responsible for the quality, merchantability or fitness of such Items. Accordingly, in the event of any grievances arising from the transaction initiated by You on the Platform pertaining to purchase or sale of any product from any Merchant, You may contact Smarkt support for routing your grievances to the Merchant through the Platform.

n. You hereby acknowledge that if You have any complaint with respect to the Smarkt Services, You will first inform Smarkt in writing within 24 (twenty four) hours of using such Smarkt Services.

### 3. User Information

a. You are solely responsible for and in control of the information You provide to us. Compilation of User Accounts and User Account bearing contact number and e-mail addresses are owned by Smarkt. Further, You understand and agree that certain information will be case sensitive and must be handled with a prudent care.

b. In the case where the Platform is unable to establish unique identity of the User against a valid mobile number or e-mail address, the Account shall be indefinitely suspended. Smarkt reserves the full discretion to suspend a User's Account in the above event and does not have the liability to share any Account information whatsoever.

### 4. Payment Terms

a. While initiating a request for a Purchase Service, You shall pay for the price of the Items You require to be delivered to You from the Tied Up Merchant. The transaction for the Purchase Service will be initiated on the Platform once You have completed the payment for the same on the Platform. In certain exceptional circumstances, if the purchase price of the Item is not available on the Platform, You shall be required to pay the purchase price of the Item, through the Platform, as may be communicated to You by the Delivery Partner, prior to the Merchant undertaking Purchase Service.

b. You agree that Smarkt may use certain third-party vendors and service providers, including payment gateways, to process the payments made by You on the Platform.

### 5. Rating

a. You agree that: (i) after completion of a transaction on the Platform, the Platform will prompt the User with an option to provide a rating and comments about the Merchants (with respect to the Items sold/provided by them); and (ii) the Tied-Up Merchants may also be prompted to rate You on the Platform. Based upon such Delivery Partner and Merchant ratings, Your rating score on the Platform will be determined and displayed.

b. Smarkt and its affiliates reserve the right to use, share and display such ratings and comments in any manner in connection with the business of Smarkt and its affiliates without attribution to or approval of Users and You hereby consent to the same. Smarkt and its affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Smarkt or its affiliates' content policies.

c. Location: You acknowledge and agree that Your geo-location information is required for You to avail the Smarkt Services and initiate transactions on the Platform. You acknowledge and hereby consent to the monitoring and tracking of Your geo-location information. In addition, Smarkt may share Your geo-location information with Merchants to enable delivery.

# **PART B - SPECIFIC TERMS FOR SMARTK SERVICES**

## **6. Cancellation and Refund**

a. Smarkt shall confirm and initiate the execution of the transaction initiated by You upon receiving confirmation from You for the same. If You wish to cancel a transaction on the Platform, You shall select the cancel option on the Platform. It is to be noted that You may have to pay a cancellation fee for transactions initiated on the Platform for which work has already been commenced by the Delivery Partner or the Merchant, as the case may be. With respect to work commenced by Merchants the cancellation fee will be charged to You which will be in accordance with the cancellation and refund policies of such Merchants.

b. Smarkt may cancel the transaction initiated by You on the Platform, if:

The designated address to avail the Smarkt Services provided by You is outside the service zone of Smarkt.

Failure to get your response via phone or any other communication channel at the time of confirmation of the order booking.

[If the transaction involves the purchase of medicines for which a medical prescription prescribed by a medical practitioner is required and for which You have not provided such medical prescription or provided an invalid medical prescription.]

Information, instructions and authorisations provided by You is not complete or sufficient to execute the transaction initiated by You on the Platform.

If in case of tied-up Merchants, the Tied-Up Merchant outlet is closed or don't have the delivery force at the time of placing Your order to enable delivery.

If any Item for which You have initiated the transaction is not in stock with the Merchant.

If the transaction cannot be completed for reasons not in control of Smarkt.

c. You shall only be able to claim refunds for transactions initiated by You only if You have already pre-paid the fees with respect to such transaction. Subject to relevant Merchant's refund policy and in accordance therein, You shall be eligible to get the refund in the following circumstances:

Your item has been damaged at the time of delivery, as determined by Smarkt basis the parameters established by Smarkt in its sole discretion.

If the wrong Item has been delivered to You, which does not match with the Item for which You had initiated a transaction on the Platform.

Smarkt has cancelled the order because of any reason mentioned under Para 6 (b) above.

All decisions with respect to refunds will be at the sole discretion of Smarkt and in accordance with Smarkt's internal refund policy and the same shall be final and binding. All refunds initiated by Smarkt shall be refunded to the financial source account from which, You have initiated the transaction on the Platform.

## **PART C: GENERAL TERMS OF USE**

### **7. Eligibility to Use**

a. 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 Platform. Only individuals who are 18 years of age or older may use the Platform and avail Services. If you are under 18 years of age and wish to download, install, access or use the Platform, your parents or legal guardian must acknowledge and agree to the Terms of Use and Privacy Policy. Should Your parents or legal guardian fail to agree or acknowledge the Terms of Use and Smarkt policies, you shall immediately discontinue its use. Swiggy reserves the right to terminate you Membership and/or deny access to the platform if it is brought to Smarkt's notice that you are under the age of 18 years.

b. Smarkt reserves the right to refuse access to the Platform, at any time to new Users or to terminate or suspend access granted to existing Users at any time without according any reasons for doing so.

c. You shall not have more than 1 (one) active Account (as defined below) on the Platform. Additionally, You are prohibited from selling, trading, or otherwise transferring Your Account to another party or impersonating any other person for the purposing of creating an account with the Platform.

### **11. User Account, Password, and Security**

a. In order to use the Platform and avail the Smarkt Services, You will have to firstly install the application. After this register on the Platform and create an account with a unique user identity and password ("Account").

b. You will be responsible for maintaining the confidentiality of the Account information, and are fully responsible for all activities that occur under Your Account. You agree to (i) immediately notify Smarkt of any unauthorized use of Your Account information or any other breach of security, and (ii) [ensure that You exit from Your Account at the end of each session.] Smarkt cannot and will not be liable for any loss or damage arising from Your failure to comply with this provision. You may be held liable for losses incurred by Smarkt or any other User or visitor to the Platform due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account information secure and confidential. Use of another User's Account information for using the Platform is expressly prohibited.

## 12. Representations and Warranties

a. Subject to compliance with the Terms of Use, Smarkt grants You a non-exclusive, limited privilege to access and use this Platform and the Smarkt Services.

b. You agree to use the Platform only: (i) for purposes that are permitted by this Terms of Use; and (ii) in accordance with any applicable law, regulation or generally accepted practices or guidelines. You agree not to engage in activities that may adversely affect the use of the Platform by Smarkt or Merchants or other Users.

c. You represent and warrant that You have not received any notice from any third party or any governmental authority and no litigation is pending against You in any court of law, which prevents You from accessing the Platform and/or availing the Smarkt Services.

d. You represent and warrant that You are legally authorised to view and access the Platform and avail the Smarkt Services.

e. You agree not to access (or attempt to access) the Platform by any means other than through the interface that is provided by Smarkt. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Smarkt Property, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform.

f. You acknowledge and agree that by accessing or using the Platform, You may be exposed to content from others that You may consider offensive, indecent or otherwise objectionable. Smarkt disclaims all liabilities arising in relation to such offensive content on the Platform.

g. Further, You undertake not to:

- defame, abuse, harass, threaten or otherwise violate the legal rights of others;
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, disparaging, ethnically objectionable, obscene, indecent or unlawful topic, name, material or information;
- do any such thing that may harm minors in any way;
- copy, republish, post, display, translate, transmit, reproduce or distribute any Smarkt Property through any medium without obtaining the necessary authorization from Smarkt;

- conduct or forward surveys, contests, pyramid schemes or chain letters;
- upload or distribute files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
- upload or distribute files or documents or videos (whether live or pre-recorded) that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer;
- engage in any activity that interferes with or disrupts access to the Platform (or the servers and networks which are connected to the Platform);
- attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any Smarkt server, or through the Platform, by hacking, password mining or any other illegitimate means;
- probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User, or visitor to, the Platform, to its source, or exploit the Platform or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided on the Platform;
- disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked sites;
- collect or store data about other Users, Merchants, Delivery Partner in connection with the prohibited conduct and activities set forth herein;
- use any device or software to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform;
- use the Platform or any material or Smarkt Property for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or other third parties;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- impersonate any other User, Merchant, Delivery Partner or person;
- violate any applicable laws or regulations for the time being in force within or outside India or anyone's right to privacy or personality;
- violate the Terms of Use contained herein or elsewhere;
- threatens the unity, integrity, defense, security or sovereignty of India, friendly relation 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 for any other nation; and
- reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.

h. You agree and acknowledge that the use of the Smarkt Services offered by Smarkt is at Your sole risk and that Smarkt disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes are excluded to the fullest extent permitted by law.

i. Without prejudice to the above, Smarkt makes no representation or warranty that the Smarkt Services will meet Your requirements.

j. All materials/content on our Platform (except any third party content available on the Platform), including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "Material") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Smarkt. You acknowledge and agree that the Material is made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere in our Platform, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose other than the purposes stated under this Terms of Use, by any person or entity, without Smarkt's prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilize our Platform or any part of the Material for any purpose other than its intended purposes is strictly prohibited. Subject to the above restrictions under this Clause, Smarkt hereby grants You a non-exclusive, freely revocable (upon notice from Smarkt), non-transferable access to view the Material on the Platform.

## 13. Intellectual Property Rights

a. The Platform and process, and their selection and arrangement, including but not limited to, all text, videos, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork, algorithm and computer code (and any combination thereof), except any third party software available on the Platform, is owned by Smarkt ("Smarkt Property") and the design, structure, selection, co-ordination, expression, look and feel and arrangement of such Smarkt Property is protected by copyright, patent and trademark laws, and various other intellectual property rights. You are not permitted to use Smarkt Property without the prior written consent of Smarkt.

b. The trademarks, logos and service marks displayed on the Platform ("Marks") are the property of Smarkt, except any trademark, logos and service marks of third parties available on the Platform. You are not permitted to use the Marks without the prior consent of Smarkt or such third party as may be applicable.

## 14. Disclaimer of Warranties & Liabilities

a. The Platform and Smarkt Property, Smarkt Services are provided by Smarkt on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, Smarkt makes no warranty that (i) the Platform, Smarkt Services will meet Your requirements or Your use of the Platform will be uninterrupted, timely, secure or error-free; (ii) the quality of the Platform will meet Your expectations; or (iii) any errors or defects in the Platform will be corrected. No advice or information, whether oral or written, obtained by You from Smarkt shall create any warranty not expressly stated in the Terms of Use.

b. Smarkt will have no liability related to any User content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. Smarkt also disclaims all liability with respect to the misuse, loss, modification or unavailability of any User content.

c. Smarkt will not be liable for any loss that You may incur as a consequence of unauthorized use of Your Account or Account information in connection with the Platform either with or without Your knowledge.

d. Smarkt shall not be responsible for the delay or inability to use the Platform, Smarkt Services or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, Smarkt shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond Smarkt's control. You understand and agree that any material or data downloaded or otherwise obtained through the Platform is done entirely at Your own discretion and risk, and that You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data.

## 15. Indemnification and Limitation of Liability

a. You agree to indemnify, defend and hold harmless Smarkt and its affiliates including but not limited to its officers, directors, consultants, agents and employees ("**Indemnitees**") from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any obligation, covenant, representation or warranty by You pursuant to these Terms of Use. Further, You agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Platform, Smarkt Services, any misrepresentation with respect to the data or information provided by You in relation to the Account,

Your violation of the Terms of Use, or Your violation of any rights of another, including any intellectual property rights.

b. In no event shall the Indemnitees, be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with Your use of or access to the Platform or Smarkt Property on the Platform.

c. Your indemnification obligation under the Terms of Use will survive the termination of Your Account or use of the Platform or Smarkt Services.

d. Subject to applicable laws, in no event will Smarkt or its employees aggregate liability, arising from or related to the Smarkt Services or the use of the Platform shall not exceed INR 100 for any and all causes of actions brought by You or on behalf of You.

e. The Platform and the Smarkt Services are only available to Users located in India. Users shall not access or use the Platform from any other jurisdiction except for India. If a User access or uses the Platform from any other jurisdiction except for India, the User shall be liable to comply with all applicable laws and Smarkt shall not be liable for the same, whatsoever.

## 16. Violation of the Terms of Use

You agree that any violation by You of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company/Client, as the case may be, for which monetary damages would be inadequate, and You consent to the Company/Client obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Company/Client may have at law or in equity. If Company/Client takes any legal action against You as a result of Your violation of these Terms of Use, they will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

## 17. Additional Terms

a. We may also require You to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Platform. These additional terms shall form a part of this Terms of Use, and You agree to comply with them when You participate in those promotions, or otherwise engage in activities governed by such additional terms.

## 18. Link to Third Parties

a. The Platform may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). Smarkt shall not be responsible for examining or evaluating such third party websites, and Smarkt does not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of such third party websites. Smarkt does not assume any

responsibility or liability for the actions, product, and content of any such third party websites. Before You use/access any such third-party websites, You should review the applicable terms of use and policies for such third party websites. If You decide to access any such linked third party website, You do so at Your own risk.

## 19. Term and Termination

a. The Terms of Use will continue to apply until terminated by either You or Smarkt as set forth below. If You object to the Terms of Use or are dissatisfied with the Platform, Smarkt Services, Your only recourse is to (i) close Your Account on the Platform by writing to Us at [legalnotices@Smarkt.in](mailto:legalnotices@Smarkt.in); and/or (ii) stop accessing the Platform. Smarkt will make Your account dormant upon receipt of request in writing. Smarkt may, in its sole discretion, bar your use of the Smarkt Services at any time, for any or no reason. Even after your account with Smarkt is disabled, dormant or made inactive, the terms agreed by You at the time of registration will remain in effect. This termination shall be effective only once You have cleared all Your dues that You are liable to pay as per the provisions of this Terms of Use.

b. The Company may delist You or block Your future access to the Platform or suspend or terminate Your Account if it believes, in its sole and absolute discretion that You have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Use or anyway otherwise acted unethically.

c. Notwithstanding anything in this clause, these Terms of Use will survive indefinitely unless and until Smarkt chooses to terminate them.

d. You hereby agree and acknowledge, upon termination, Smarkt shall have the right to retain all information pertaining to the transactions initiated by You on the Platform.

## 20. Governing Law

This Terms of Use shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, applicable authorities at Bangalore.

## 21. Report Abuse

In the event You come across any abuse or violation of these Terms of Use or if You become aware of any objectionable content on the Platform, please report the same to the following e-mail id: [support@duzo.in](mailto:support@duzo.in) In case You have any queries with respect to the Terms or the Smarkt Services, please write to Us at the platform or contact us on the support number provided.

## 22. Communications

You hereby expressly agree to receive communications by way of SMSs and/or e-mails from Smarkt, or other third parties. You can unsubscribe/ opt-out from receiving communications through SMS and e-mail anytime by contacting us for the same. However, You may still receive communications from Your end with respect to Your use of the Smarkt Service.

## 23. General

a. **Amendments:** Smarkt reserves the unconditional right to modify or amend this Terms of Use without any requirement to notify You of the same. You can determine when this Terms of Use was last modified by referring to the "**Last Updated**" legend above. It shall be Your responsibility to check this Terms of Use periodically for changes. Your acceptance of the amended Terms of Use shall signify Your consent to such changes and agreement to be legally bound by the same.

b. **Notice:** All notices from Smarkt will be served by email to Your registered email address or by general notification on the Platform.

c. **Assignment:** You cannot assign or otherwise transfer the Terms of Use, or any rights granted hereunder to any third party. Smarkt's rights under the Terms of Use are freely transferable by Smarkt to any third party without the requirement of informing You or seeking Your consent.

d. **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.

e. **Waiver:** Any failure by Smarkt to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by Smarkt of that provision or right.

f. **Integration:** These Terms of Use together with Smarkt's Privacy Policy and any other legal notices, communications published by Smarkt on its Platform, and any other agreements executed between You and Smarkt shall constitute the entire agreement between you and Smarkt concerning its Platform, Smarkt Services and governs Your use of the Platform and Smarkt Service, superseding any prior agreements between You and Smarkt with respect to the Platform and Smarkt Service

g. **IP Infringement** If You believe the Platform violates Your intellectual property, You must promptly notify Smarkt in writing at [legalnotices@smarkt.in These notifications should only be submitted by the owner of the intellectual property or an agent duly authorized to act on his/her behalf. However, any false claim by You may result in the termination of Your access to the Platform. You are required to provide the following details in Your notice:

i. the intellectual property that You believe is being infringed;

ii. the item that You think is infringing and include sufficient information about where the material is located on the Platform;

iii. a statement that You believe in good faith that the item You have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Platform;

iv. Your contact details, such as Your address, telephone number, and/or email;

v. a statement that the information You provided in Your notice is accurate, and that You are the intellectual property owner or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and

vi. Your physical or electronic signature.

## Smarkt Cash - Terms and Conditions

The following terms and conditions are applicable to Smarkt Cash ("Smarkt Cash T&C"). These Smarkt Cash T&Cs are in addition to and will be read with the [User Terms and Conditions](#) available here ("User Terms and Conditions"). The Smarkt Cash T&C may be amended at the discretion of Smarkt Digital Private Limited ("Smarkt") and such amended terms will be posted here. Please review these Smarkt Cash T&Cs from time to time.

1. Smarkt Cash is a form of redemption points given by Smarkt for its users on the Smarkt App and is offered either at the time of joining Smarkt App, through the referral programme ("[Referral program](#)") or through any other mode as may be indicated by Smarkt.
2. The quantum of Smarkt Cash issued, the maximum amount of Smarkt Cash that can be used per order and the validity of Smarkt Cash may vary from time to time and will be indicated to a user on their respective Smarkt App.
3. Smarkt Cash cannot be converted into actual currency or be withdrawn or transferred to another user in any way.
4. Smarkt Cash is to be used by users personally. Smarkt Cash cannot be used for business or corporate purposes. Exploiting the use of Smarkt Cash or assisting others to exploit Smarkt Cash is strictly prohibited, and will result in suspension/termination from use of Smarkt Cash and Smarkt App. Users must not refer themselves or create multiple, fictitious or fake accounts with Smarkt. In addition, users and their referees cannot (i) use Smarkt Cash to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed unfair, disruptive, harassing, harmful, illegal; (ii) collect or harvest any personally identifiable information from the referral program; or (iii) use any system, bot or other device to participate or receive any benefit through the referral programme.
5. Smarkt Cash may not be redeemed for cash. It is not transferable and may not be auctioned, traded, bartered or sold.
6. Smarkt Cash may also not be applicable on certain items made available by a Merchant. These restricted items will be indicated to the user on the Smarkt App.
7. Smarkt Cash cannot be clubbed with any other discount or offer run on the Smarkt App.
8. In case of any issue pertaining to the quantum of Smarkt Cash, usage of Smarkt Cash etc., the independent decision made by Smarkt shall be final and binding. Further, in the event, the Company has reasons to believe, that a user has acted fraudulently for availing Smarkt Cash or has used Smarkt Cash in a manner inconsistent with these Smarkt Cash T&Cs, Smarkt shall upon investigation have the right to suspend the user. Further, pending investigation, the user shall not be entitled to use Smarkt Cash available with them.
9. Smarkt reserves the right to terminate Smarkt Cash or modify these Smarkt Cash T&Cs and/or benefits at any point in time, without any reason or without notice to users. This wouldn't affect the Smarkt Cash already issued to users. Smarkt reserves the right to disqualify any user at any time from

using Smarkt Cash if there are reasons to believe that such user has violated any of these Smarkt Cash T&C or the User Terms and Conditions.

10. These Smarkt Cash T&C shall be governed by and construed in accordance with the laws of India without reference to conflict of laws principles. Disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts at Bangalore.

## **Smarkt Referral Programme – Terms and Conditions**

1. Smarkt Referral Programme is a reward program initiated by Smarkt Digital Private Limited (“Smarkt”) for encouraging Eligible Users to refer the Smarkt App to their friends and family against Smarkt Cash.

2. Each Eligible User (“Referee”) is provided with a referral code, which he/she may choose to share with people known to them personally and have consented to receive such referral code.

3. Each new user (“Referred”) downloading the Smarkt App shall receive Smarkt Cash upon them entering the referral code shared by the Referee.

4. A Referee shall receive Smarkt Cash upon the Referred using the Smarkt App within the first 7 (seven) days of the Referred downloading the Smarkt App for a task not less than 100 Smarkt Points (INR 10).

5. Each Referee can refer up to a maximum of 30 users.

6. Users must refer and distribute the referral codes only to people known to them personally and have consented to receive such referral code. Users must not send bulk and spam emails to distribute the referral code nor must users post it on any public platform for distribution to strangers. Any violation of these terms will immediately lead to disqualification of use of the Smarkt App in addition to exposure to further legal action.

7. Upon a Referee reaching the maximum number of referrals, the referral code shall become invalid.

8. For the purpose of these terms and conditions “Eligible User” shall mean such users as may be indicated by Smarkt from time to time.

9. In case of any issue pertaining to the eligibility to refer or be referred, the independent decision made by Smarkt shall be final and binding. For any issue pertaining to receipt of Smarkt Cash, please write to us in the Platform itself in the grievances section.

10. Company reserves the right to terminate the Smarkt Referral Programme or modify these terms at any point in time, without notice to users. This wouldn’t affect the benefits already availed by such user.

11. These terms are in addition to and not a substitution for the terms and conditions on the Smarkt App / website or other product(s) / service(s) specific terms and conditions. Further, these terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts at Bangalore.

## Merchant (Grocery) Partner Terms of use

The Smarkt Master Framework Letter (“Letter”) along with the Merchant/Merchant Partner Terms of Use (“Terms”), represents and confirms our mutual Terms with respect to the Merchant/Merchant Partner’s participation on the proprietary mobile platform currently made available by Smarkt Digital Private Limited (“Smarkt” or “us”) or its affiliates, from time-to-time, and referred to as the “Smarkt App”. Upon signing by both parties, the Letter and the Smarkt Merchant/Merchant Terms of Use binding and enforceable legal contract between you and Smarkt as of the date set forth above (“Effective Date”)

The Terms with you are as follows:

### 1. Structure of Terms

Our Terms shall consist of this Letter, together with the addenda (individually, an “Addendum”) addressing areas of collaboration agreed to by both of us (this Letter and any and all such Addenda are collectively the “Terms”). In connection with each Addendum, we will designate those actions, responsibilities and services to be respectively provided by each of us. In the event of a conflict, the terms contained in an Addendum will supersede conflicting terms contained in these Terms.

### 2. Intended Projects

We each agree to work in good faith with one another on certain collaborative projects, (as described below) or other projects as we mutually agree, in connection with grocery item(s) and/or beverages the Merchant makes available via the Smarkt App. Each project will be further specified in an Addendum, and any such project will only be undertaken once we mutually execute such Addendum.

### 3.

The suggested search term(s) or Merchant/Merchant item(s) visible on the Smarkt App is the general availability of Item(s) during the Merchant’s normal business hours. The Merchant/Merchant’s customers (the “Buyers” and/or “Smarkt App Users”/” User(s)”) may select Item(s) from the displayed search term(s)/listing(s) on the Smarkt App.

## 4. Delivery

The Smarkt merchant application will be made available to the Merchant to keep track order locations and organize his/her delivery force accordingly. For the sake of clarity, neither Smarkt nor its affiliates provide any delivery or logistics services, but Smarkt provides a platform for Merchants/outlets like yours to connect with Users. You shall have marketable legal right and title to sell the products or render the services. You shall not offer any products or services which are illegal, unlawful, expired and in violation of applicable laws and policies. Smarkt will not be liable for any damage or loss incurred by the Users in relation to the delivery of the Items.

## 5.

**5.a. Taxes.** You are responsible for determining and setting the retail price (“Retail Price”) for each Item and duly informing Smarkt from time to time, including any Item discount(s)/discounts on offer from time to time. You shall be the “retailer” or “seller” of all Items for the purpose of any indirect tax (such as value added tax, sales tax, service tax, goods and services tax) (“Indirect Tax”) and the responsible party for collection and remittance of applicable Indirect Tax. For the sake of clarity, the Retail Price for each Item shall include Indirect Tax, as applicable. You undertake that all applicable taxes on item(s) & delivery would be deposited by you with the government treasury within stipulated timelines. Except as may be expressly agreed in this Terms, each party shall be responsible for its expenses and costs during its performance under this Terms.

**5.b. Item Inventory.** You maintain title to all Item inventory until each Item is delivered to a User. You are responsible for the costs of all Items. Whenever a User wishes to avail Items or Service as identified by the App, Smarkt will notify the Merchant Partner of the specifications and particulars of the order as is received from the User. Upon receipt of an order request from a User, the Partner shall keep ready the product or provide any service as required by the User. In the event the specifications are not sufficient for the Merchant Partner to process any order, the Merchant Partner must seek further information as required.

5.c. Notwithstanding these Terms, Smarkt reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material breach or non-compliance by the Merchant Partner which includes, but is not limited to, the following instances:

(i). User/Buyer complaints received by Smarkt which are directly or indirectly attributable to the quality of food provided by the Merchant Partner either through poor ratings, as defined by Smarkt, through calls placed with Smarkt or through any other means;

(ii). Breach of the provisions of the Food Safety and Standards Act, 2006 and the rules and regulations, made thereunder, by Merchant Partner;

(iii). Breach of the representations and warranties of the Merchant Partner; or

(iv). Any other material breach of the terms.

Notwithstanding anything contained under this Terms, Smarkt has the right to immediately delist any of the food products from the Platform, which is not in compliance with the Food Safety and Standards Act, 2006 or the rules or regulations, made thereunder.

5.d. You are responsible for costs related to reimbursement to the Users in the event Users have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Merchant Partner, including but not limited to, User's expectations not being met or User dissatisfaction in relation to, *inter alia*, the quality of the Item(s), undelivered Item(s), discrepancy in the Item(s) delivered which is not in accordance with the Item placed and/or those Item(s) for which User requests for a replacement. ("Disputed Orders") Any such User(s) request a refund for any Item(s), for reasons that are considered by Smarkt in its sole discretion as reasonable, for (i) request by the Users of refund or (ii) acceptance by the Delivery Partner of the request. Smarkt may deduct refunds from the payment made to you under these Terms.

5.f. It is clarified that Smarkt shall not be liable to make any payment for a Disputed Order. Smarkt shall reserve the right to recover from Merchant Partner, the amount paid to Users/Buyers as refund upto the order value.

5.g. In case of complaints from the User pertaining to food efficacy, quality, or any other such issues, Smarkt shall notify the same to Merchant Partner and shall also redirect the Buyer to the consumer call center of the Merchant. Merchant Partner shall alone be liable for redressing and bound to take action on the complaints by the User. Smarkt has the right to share with the Partner, the relevant information including the Merchant details to enable satisfactory resolution of the complaint. Smarkt shall in the interest of satisfactory resolution of the Complaint, share with the User, relevant information pertaining to the Order along with Merchant details.

## 6. Promotional Activities

**6.a. Marketing.** Smarkt will each showcase the availability of the Item(s) via the Smarkt App through various promotional activities (e.g., our respective social media channels, websites, or blogs), as mutually agreed.

**6.b. Marks.** Subject to the terms and conditions of this Terms, each party hereby grants to the other party (and, in the case of Smarkt, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use the such party's respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Addendum. For purposes of this Terms, the term "Marks" will mean the trademarks, service marks, trade names,

copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party's marks by the other party will be in the form and format specified or approved by the owner of such marks. Except as expressly set forth herein, neither party will use the other party's marks without the prior, express, written consent of the other party. All goodwill related to the use of a party's marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights.

**6.c. Publicity.** Except as may be expressly set forth in this Terms or an applicable Addendum, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Terms or otherwise, without the prior written consent of such other party.

**6.d. Privacy.** "Personal Data" means any information obtained in connection with this Terms (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered "personal data" or "personal information" under the applicable law. Merchant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing the services contemplated by this Terms. Merchant shall maintain the accuracy and integrity of any Personal Data provided by Smarkt in its possession, custody or control. Merchant agrees to retain Personal Data provided to Merchant by Smarkt solely by using the software and tools provided by Smarkt.

## 7. Non-Exclusive

We each acknowledge and agree that, unless otherwise stated in a Letter/Addendum, our relationship is non-exclusive.

## 8. Confidential Information

"Confidential Information" means any confidential, proprietary or other non-public information disclosed by one party (the "Discloser") to the other (the "Recipient"), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Terms, the Discloser's Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are bound by written obligations of confidentiality at least as protective of the Discloser as this Terms before such individual has access to the Discloser's Confidential

Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a legal obligation based on the applicable laws and regulations or order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in filing petition of objection etc. prior to making such disclosure. Upon expiration or termination of this Terms and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Confidential Information, together with all copies thereof in whatever form.

## 9. Representations and Warranties; Disclaimer

9.a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Terms and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term (as defined below) will not enter into, any Terms that would prevent it from complying with or performing under this Terms (in your case, including without limitation, any exclusive Terms with any third parties for the availability of grocery via a technology platform); and (d) the content, media and other materials used or provided as part of this Terms shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

9.b. The Merchant further represents and warrants that it will comply with all applicable laws and regulations in its performance of this Terms including, but not limited to, the Food Safety & Standards Act, 2006 and rules and regulations made thereunder, its engagement of Delivery Partners.

9.c. The Merchant further represents and warrants that the details of the tax registrations provided by the Merchant and Indirect tax to be levied on each Item(s) to be made available for sale via the Smarkt App is as per Addendum II, forming integral part of this Terms. The Merchant further confirms and declares that the information provided in Addendum II and the copies of tax registrations, are true and correct, and assumes responsibility to intimate Smarkt in case of any change in the provided information. The Merchant undertakes that all Indirect Tax applied on each Delivery made available for sale via the Smarkt App would be deposited with the Government Treasury within stipulated timelines.

9.d. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR PURPOSE OF THIS TERMS.

## 10. Indemnification

**10.a. Indemnified Claims.** Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, losses and expenses (including reasonable attorney’s fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (a) the negligence or wilful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Smarkt and Delivery Partners to the extent they are your agents pursuant to Section 3) in their performance of this Terms; (b) any claims that the Indemnifying Party breached its representations and warranties in this Terms; (c) any claims that the Indemnifying Party’s Marks infringe a third party’s intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Smarkt Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or wilful misconduct of Smarkt or its employees.

**10.b. Procedure.** Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party’s expense.

## 11. Limits of Liability

For the purposes of this clause, “Liability” means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term under this contract. Smarkt does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Smarkt shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. However, Smarkt will use its best endeavors to ensure that the unintentional operational errors do not occur, Smarkt cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Smarkt’s aggregate liability under this Agreement and respective Terms of Use shall not exceed the total value of a Disputed Order.

## 12. Term and Termination

Either Smarkt or the Merchant Partner can terminate this contract providing 15 days' prior written notice to the other. Smarkt shall delist the Merchant Partner at the end of the 15th Day. Upon termination in accordance with the terms hereof, Merchant Partner shall only be required to service Item(s) already placed through Smarkt prior to such expiry or earlier termination of these Terms, and Smarkt shall be entitled to receive Service Fee for such Item(s).

## 13. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Terms of Use or provided by law shall operate as a waiver thereof or affect that right, power or remedy. No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

## 14. Relationship

The Parties agree that nothing in this Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever between the Parties or between the parties and its respective contractors / employees.

## 15. Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with Services, which the Parties are unable to settle within 30 days, shall be referred to arbitration by a sole arbitrator appointed mutually by both Parties. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The venue of the arbitration shall be Bengaluru and the arbitration shall be conducted in English language. Subject to the foregoing, the courts at Bengaluru shall have exclusive jurisdiction.

## 16. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

## 17.

If the Merchant Partner notices any discrepancy in the weekly settlement, the Merchant Partner may contact us in the support number provided and we will address the concern.

## 18.

The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

## 19.

Any modification or amendment to this Terms shall be effective only if in writing and signed or sealed with print name by both parties. In the event any provision of this Terms is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Terms and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

## 20.

Any delay in or failure by either party in performance of this Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Terms. This Terms may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Terms, upon notice to the other party, to (a) an affiliate of Smarkt (for Smarkt), or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Terms shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in Section 3 above), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto. Each party shall be solely responsible for its employees and contractors used in connection with this Terms. This Terms contains the full and complete understanding and Terms between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and Terms, whether oral or written, relating such subject matter hereof. This Terms may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format or exchange by hard-copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

Addendum I  
**Special Terms**

## 1. Reporting

Smarkt will give you information regarding the number of Items sold by you to the Users pursuant to the Terms. The Merchant Partner shall maintain such documents to record the proof of delivery of product or performance of service. Without prejudice to the generality of the aforesaid, Merchant shall routinely and at such time intervals provide such reports and in such formats as may be specified by the Company.

## 2. Payment

2.a. Goods and services tax (“GST”). Collection by Smarkt from Users on your behalf would be subject to tax deduction or collection at source in accordance with the applicable GST laws.

2.b. Remittance. Smarkt will remit to you the total (i) Item Payment (including any Indirect Tax collected on your behalf but reduced by the Service Fee, amounts remitted to Delivery Partners under your instructions and tax deduction/ collection at source) earned by you, (ii) less any refunds given to your customers or Users (such final remitted amount being the “Item Revenue”).

2.c. Item Revenue received by Smarkt from the User on behalf of the Merchant Partner will be settled into the Merchant Partner’s bank account, details of which are set forth in Addendum II. Settlement of transaction payments shall be within the time period as set forth by the guidelines of the Reserve Bank of India, where applicable. The Merchant Partner agrees to provide such documents and information necessary or as may be sought by a payment facilitator or bank to enlist the Merchant Partner as a payee of Smarkt. The Merchant Partner agrees that for this purpose, information about and provided by the Merchant Partner will be shared with a payment facilitator or bank.

## 3. Restrictions

Delivery will be enabled by the Merchant. Any item that you do not have permission or license to sell or deliver may not be sold to Users.

## ADDENDUM II

### TAX DETAILS OF THE MERCHANT/MERCHANT

#### 1. Details of Tax Registrations

<b>Details of Registration</b>	<b>Registration Number</b>
Permanent Account Number	
Goods & Service Tax Registration	

#### 2. Indirect Taxes to be levied on each Item enlisted on the Smarkt App

<b>Nature of Tax</b>	<b>Percentage Levy</b>
Service Tax	
Value Added Tax	
Central Goods & Service Tax	
State Goods & Service Tax	
Integrated Goods & Service Tax	

#### 3. Other Charges to be levied on each Item enlisted on the Smarkt App

<b>Nature of Charges</b>	<b>Percentage / Amount</b>
Packaging Charges	

**OTHER DETAILS**

Name of Merchant Partner	
Effective Date	
Registered Address of the Merchant Partner	
Service Address, Email, Telephone numbers, User/Customer Complaint Redressal Number	
Merchant Partner contact person	
Service Fee	% of the Item Value.
Mode of Payment Settlement	
Bank Account details of the Merchant Partner	