

# Terms & Conditions

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THIS MARKET PLACE AGREEMENT (THE "AGREEMENT") is an electronic document in terms of the information technology act, 3000 and rules made there under and the amended provisions pertaining to electronic documents / records in various statutes as amended by the information technology act, 2000. This agreement does not require any physical, electronic or digital signature. The agreement is a legally binding document between You and ShopOnn (both terms defined below). The terms of this agreement will be effective upon Seller's acceptance of the same and will govern the relationship between You and ShopOnn, including with respect to the listing, marketing, sale and delivery of any Product through the ShopOnn Platform (defined below).

Seller and ShopOnn may be referred to as the "Party" individually and as the "Parties" collectively, as the context may require.

Whereas ShopOnn owns and operates an online market place on the website located at the URL www.ShopOnn.in, which acts as an online platform for different sellers to sell their Products and for different buyers to access variety of to purchase the Products offered by sellers; Seller being desirous of using the Platform as a platform to offer and sell Sellers Products (defined below) to the users of the Platform have completed ShopOnn's Seller Registration Form to enroll as a registered seller on the Platform; and

## **Your Agreement to these Terms and Conditions for availing Service**

The Terms and Conditions (as may be amended from time to time, the "Agreement") is a legal contract between you being, an individual customer, user, or beneficiary of this service of at least 18 years of age, and Nipurn Engineering Pvt Ltd having its registered office at C-22., M.I.D.C., Shirolipulachi, Kolhapur, Maharashtra – 416122. All services are rendered by Nipurn Engineering Pvt Ltd through its platform under the brand name 'ShopOnn'. Hence all the rights, benefits, liabilities & obligations under the following terms & conditions shall accrue to the benefit of Nipurn Engg. (together with its subsidiaries and other affiliates, "us", "We" or "ShopOnn"), regarding your use of online ShopOnn Marketplace or such other services which may be added from time to time (all such services are individually or collectively are referred as Service or Services as they case may be). Service can be used by you subject to your adherence with the terms and conditions set forth below including relevant policies. ShopOnn reserves the right, at its sole discretion, to revise, add, or delete portions of these terms and conditions any time without further notice. You shall re-visit the "Terms & Conditions" link from time to time to stay abreast of any changes that the "Site" may introduce.

## **Eligibility**

The services are not available to persons under the age of 18 or to anyone previously suspended or removed from the services by ShopOnn. By accepting these Terms & Conditions or by otherwise using the Services or the Site, You represent that You are at least 18 years of age and have not been previously suspended or removed from the Services. You represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. You shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.

## **SELLER REGISTRATION**

As a part of the registration process, Seller state that Seller have completed the registration form and provided other relevant details as required by ShopOnn. Seller represent that Seller, in Sellers individual capacity and/or as an authorized representative of the entity registering as a seller on the Platform, are competent to contract, are at least eighteen (18) years of age, are of sound mind and are not disabled by any Law in India from entering into this Agreement.

Seller also represent that you have provided to ShopOnn Sellers information such as name, contact details, email address, account details, PAN No., Service Tax Registration, and other compliance related details through the Seller Registration Form and that such information is true and correct as on date.

Seller has the option of accepting or declining to accept this Agreement. Please provide Sellers Acceptance to this Agreement if and only if you are agreeable to the terms and conditions provided herein. On Sellers Acceptance of this Agreement, ShopOnn will send an "Agreement Acceptance Notification," along with a copy of this Agreement in PDF format, to the email provided in the Seller Registration Form. The Agreement Acceptance Notification will contain a statement requesting Seller to contact ShopOnn within twenty four (24) hours if the acceptance of this Agreement has not been provided by Seller. If Seller is not agreeable to the terms and conditions of this Agreement, please decline to accept this Agreement by clicking on the appropriate box and this will stop the Seller registration process.

Seller will be responsible for maintaining the confidentiality of the Seller Panel and the information provided therein, and shall be fully responsible for all activities that occur under Sellers Seller Panel. Seller agree to (a) immediately notify ShopOnn of any unauthorized use of Sellers account information or any other breach of security, and (b) ensure that Seller exit from Sellers Seller Panel at the end of each session. ShopOnn cannot and will not be liable for any loss or damage arising from Sellers failure to comply with this Section. Seller may be held liable for losses incurred by ShopOnn or any other user of, or visitor to, the Platform due to authorized or unauthorized use of Sellers Seller Panel as a result of Sellers failure in keeping Sellers Seller Panel and the account information secure, absolute, correct and confidential.

Seller agrees that as a registered Seller of the Platform, Seller shall not transfer / sell / trade the Seller Panel to any other person or entity.

ShopOnn reserves the right to determine the Sellers who may sell on the Platform. ShopOnn also reserves the right to suspend access to registered Sellers to the Platform and the Seller Panel, or to terminate such access granted under this Agreement, without assigning any reasons for doing so. ShopOnn also reserves the right to select / delist the Products displayed/offered for sale or to be displayed/ offered for sale on the Platform.

## **PURCHASE AND DELIVERY OF THE PRODUCT**

1. Seller shall upload the Product listings for the sale of the Products in the appropriate category, through the Seller Panel. Seller shall also be required to provide all Catalogue details along with the MRP and List Price.

2. Seller represent that Seller shall provide accurate Product information on the Seller Panel/Platform. The Product description shall not be misleading and shall describe the actual condition of the Product. If the sold Product does not match the Product description displayed on the Platform, Seller agree to refund any amounts that Seller may have received from the Buyer.
3. Seller shall be responsible for ensuring that the Seller Panel is updated and reflects the real-time availability / non-availability of the Products listed on the Platform. ShopOnn shall not be responsible for claims made by Buyers for inaccurate Product availability details that are displayed on the Platform due to any negligence / default on the part of Seller to provide updated and accurate Product information. Seller shall be required to retain an adequate inventory of the Products listed on the Platform, for successful fulfillment of orders.
4. Seller shall not attempt to sell any products falling in the category of product prohibit for sale in India under any law for the time being in force. However ShopOnn may list any product not allowed to be sold through ShopOnn Platform in addition to the category of product prohibit for sale in India under any law for the time being in force. ShopOnn shall be entitled to block all such products and shall also have the right to suspend or terminate the Sellers access to the Seller Panel and the Platform or terminate this Agreement forthwith.
5. When a Buyer elects to purchase a Product through the Platform, ShopOnn shall receive the order for the Product only in the capacity of an online marketplace.
6. For all orders placed on the Platform, payments shall be collected by ShopOnn on behalf of the Seller, in the mode (i.e., payment gateway or cash on delivery) as opted for by the Buyers. Seller hereby authorize ShopOnn to process, facilitate, collect and remit payments to Seller, (collected either electronically or through cash on delivery), from the Buyers in respect of sale of the Products through the Platform. Seller also agree that, in doing so, ShopOnn will be acting as Sellers limited agent only with the sole intent and purpose of facilitating the sale and purchase of Products through the Platform. Seller also agrees and acknowledges that the payment facility provided by ShopOnn is neither a banking service nor a financial service but is merely a facilitator/facilitating the service of providing an automated online electronic payment system, using the existing authorized banking infrastructure and credit card payment gateway networks or payment through cash on delivery, for the transactions on the Platform. Further, by providing the payment facility, ShopOnn is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the Platform.
7. On the Buyer making the payment of the Selling Price through the payment gateway provided on the Platform or opting for cash on delivery, Seller will be intimated of the same through the Seller Panel.
8. ShopOnn shall provide the necessary backend infrastructure for capturing the Buyer/order details placed on Seller. Orders placed by the Buyer will be forwarded to Seller/reflected in the Seller Panel. Seller shall package the Product(s) in accordance with the packaging guidelines issued by ShopOnn from time to time and dispatch the Product(s) to the Buyer.
9. Seller shall ensure that the purchased Product is dispatched to the Buyer, within Shipment SLA, along with all the required information, manuals, accessories (where applicable) warranty documents (where applicable) and any other relevant documents, to enable the Buyer to optimally use the Product purchased. Seller shall also issue a corresponding Invoice in the name of the Buyer, which Invoice shall be sent to the Buyer along with the Product. Seller shall be responsible to update the Seller Panel to reflect this development.
10. The default fulfillment model provided by ShopOnn for the delivery of purchased Products to the Buyers is the ShopOnn Model as detailed herein below. ShopOnn may, at its discretion, introduce other Fulfillment models listed at in this Clause, at any time in the future. On introduction of such other Fulfillment models, ShopOnn may, at its discretion, offer these options to all or select Sellers.

**All four (4) models are detailed below for the Sellers information.**

**ShopOnn Premium Model 1 (Default Model)-** Seller will be responsible for packaging and shipping the right Product and right quantity to the Buyer via courier through ShopOnn courier network. ShopOnn will assign Courier partner for each shipments and designated courier partner shall collect the shipments from Seller's pick up center or warehouses. Here the seller will quote his best price inclusive or exclusive of courier, transaction cost, and commissions of the platform, referral fees, marketing costs and all other costs as mentioned below. The above model will also have the facility for the seller to quote the MSP or the List price.

**ShopOnn Self Shipping Model 2 -** Seller will be responsible for packaging and shipping the right Product and right quantity to the Buyer via courier service identified and approved by the seller itself. The designated Sellers courier partners shall collect the shipments from Seller's pick up center or warehouses and shall also be responsible for collecting any COD also. ShopOnn will not be involved in these process.

**ShopOnn Fulfillment Model 3 -** Seller may keep the Products in the Fulfillment Centre along with a detailed inventory of the same, ShopOnn shall be responsible to packaging and dispatch of the Products to the Buyers as per the orders received by the Seller from time to time and in accordance with the directions of the Seller;

**ShopOnn Seller Franchise Model 4 -** Here in the franchise will be responsible for picking up and handing over the material to the designated courier partners or the seller will be responsible for packaging and shipping the Product to the Buyer via ShopOnn courier network for which the franchise will be paid a commission per transaction decided by ShopOnn.( herein transaction means after successful completion of buying and selling on ShopOnn portal)

Incase Minimum Selling Price (MSP) is quoted only transaction cost will be charged from the seller payments. ShopOnn will quote the courier cost separately with their marketing costs added and shall display the selling prices accordingly. Monthly subscription will be charged apart from the advertising costs. Herewith Seller will be responsible for packaging and shipping the right Product and right quantity to the Buyer via courier through ShopOnn courier network. ShopOnn will assign Courier partner for each shipments and designated courier partner shall collect the shipments from Seller's pick up center or warehouses. Whereas all costs will be included in the list price.

Seller shall keep ShopOnn informed promptly on any information that shall impact the delivery of a Product to the Buyer.

Seller confirms and understands that selling and delivering wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished or previously owned Products through the Platform will cause great prejudice and harm to the reputation and goodwill of ShopOnn and may also cause harm and prejudice to the Buyers. Seller acknowledges and warrants that Seller shall not sell any Product which may cause prejudice or harm to the reputation and goodwill of ShopOnn. Further, if ShopOnn receives any complaint from any Buyer or if Seller sell or deliver wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished or previously owned Products through the Platform then Seller shall be liable to pay three times the Selling Price of the Product sold, as damages to ShopOnn. ShopOnn reserves the right to adjust the above amount from any amount accrued to Seller pursuant to this Agreement.

## **NON-DELIVERY OR RETURN OF PRODUCTS**

Non delivery/return of the Product due to fault of the Seller Where the Product has not been delivered/ has been returned due to any reason/fault attributable to Seller, then ShopOnn shall refund to the Buyer the Selling Price paid by the Buyer to purchase the Product and Seller shall be liable to pay ShopOnn and ShopOnn shall be entitled to recover from Seller - ShopOnn Marketing Fee, Courier Charges, Payment Collection Fees, Fulfillment Charges (if applicable) and Seller Proceeds (where ShopOnn has remitted the Seller Proceeds to the Seller)

Non delivery/return of the Product due to any other reason Where the Product has not been delivered/ has been returned due to any reason which is not attributable to the Seller, then ShopOnn shall refund to the Buyer, the Selling Price paid by the Buyer to purchase the Product and shall cause the Product to be returned to the Seller. Upon confirmation of return of Product back to Seller in appropriate condition, ShopOnn is entitled to recover any proceeds paid to Seller for that Product.

Parties agree and acknowledge that ShopOnn shall be entitled to recover/adjust any outstanding amount due and payable by Seller to ShopOnn under this Agreement from any Seller Proceeds payable to Seller and Seller undertake not to object to such recovery/adjustment.

In the event of any default by Seller to deliver the Product to the Courier Partners (and therefore to the Buyer) on time or at all, Seller shall immediately update the Seller Panel / send an email to ShopOnn informing of such non-delivery and the reasons thereof, immediately on the occurrence of such event. In such events, ShopOnn at its discretion might cancel such orders and mark them under Seller cancellation.

Seller hereby agree to accept all Products (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.

## **PAYMENT TERMS**

Seller shall quote the best, lowest and competitive Selling Price (inclusive of all applicable taxes and charges) for each Product on the Platform.

ShopOnn shall have the right to amend the ShopOnn Marketing Fee percentage applicable to any Product as provided in the Commercial Term Segment, with prior notice of the same to Seller. Accordingly, ShopOnn shall, at least twenty four (24) hours prior to the implementation of the revised ShopOnn Marketing Fee percentage for any Product, notify to Seller, by way of an email and/or a notification on the Seller Panel detailing such modifications/ amendments/ revisions to the ShopOnn Marketing Fee. It shall be the Sellers responsibility to review the emails / notifications by ShopOnn

from time to time. Sellers continued use of Seller Panel (including any updated information in Seller Panel, listing of Products, inventory maintenance, etc.) after such modifications/ amendments/ revisions of the ShopOnn Marketing Fee shall be deemed as acceptance of such modifications/ amendments/ revisions.

ShopOnn reserves the right to run promotions and offers providing benefits/discounts on the List price to the Buyer on the Platform on various Products. Similarly, Seller may provide a discount / offer on the Products. Notwithstanding the above, the Selling Price of all Products offered on the Platform shall be either equal to, or less than, the maximum retail price of that Product. The maximum retail price, along with other statutory declarations, shall be mentioned on each Product and/or on its packaging in accordance with applicable laws.

The Selling Price in respect of a Product purchased by a Buyer shall be received in full by ShopOnn either through the online system, i.e., the payment gateway offered by ShopOnn on the Platform, or by way of cash on delivery.

Seller will be responsible for payment of all applicable taxes including sales tax and VAT.

Seller agrees and acknowledges that Seller will pay ShopOnn, the ShopOnn Marketing Fees, Courier Fees and Payment Collection Fees, Fulfillment Centre Charges, any other fees, and applicable service taxes on it, as provided in Commercial Term Segment, for all the orders received through ShopOnn.

ShopOnn shall release the payment of the Seller Proceeds to the Seller, from Escrow Account, within seven days from confirmation of delivery of Product to the Buyer, after deducting ShopOnn's Marketing Fee, the Courier Fees, Payment Collection Fees, Fulfillment Centre Charges and any other applicable Fees and applicable taxes, as per the Commercial Term Segment.

Seller agrees that ShopOnn shall, at all times, have the right and option to deduct / adjust any payments due to, or from, Seller in one transaction, against any payments due to, or from, Seller in other transactions.

It is stated that all Commercial Terms such as dispatch, delivery of the Products, etc., are bipartite contracts between the Buyer and Seller and the payment facility is merely used by the Buyer and Seller to facilitate completion of the transaction. Use of the electronic payment facility or the cash on delivery method shall not render ShopOnn liable or responsible for the non-delivery of the Products listed on the Platform or for any other reason whatsoever.

## **OBLIGATIONS OF THE SELLER**

Seller shall maintain records of all the Products purchased by the Buyers through the Platform, all returns, refunds, etc., as may be required for audit and regulatory purposes and for the Platforms customer service purposes.

During the Term, Seller shall appoint a representative, who shall be ShopOnn's point of contact for any and all matters related to this Agreement, including all sales and delivery related matters.

Seller shall be solely responsible and liable for any complaints and queries of Buyers with respect to the Products, delayed delivery or non-delivery of the Products purchased or any complaints with respect to the quality or quantity of the Products delivered.

Seller shall be solely responsible for making any representations or warranties with respect to the quality of the Product to the Buyer, including all relevant Product warranties.

Seller shall, at all times, comply with all applicable laws including without limitation compliance with laws relating to sales tax, VAT etc.

## **TRANSFER OF OWNERSHIP OF PRODUCT, LOGISTICS AND CONSUMER RIGHTS**

Seller agrees that ShopOnn's role is limited to managing the Platform for the display of the Products and other incidental services to facilitate the transactions between Seller and the Buyers. Accordingly, ShopOnn is merely an intermediary and the Platform is only a platform where the Seller may offer its Products for sale. The contract for sale of any of the Products shall be a strictly bipartite contract between Seller and the Buyer. At no time shall ShopOnn have any obligations or liabilities in respect of such contract nor shall ShopOnn hold any rights, title or interest in the Products. ShopOnn shall not be responsible for any unsatisfactory or delayed performance of the Seller including delays as a result of the Products being out of stock.

The ownership in the Products purchased will be transferred to the Buyer after successful delivery of the same at the destination provided by the Buyer, until which the ownership in the Products shall vest with the Seller alone. As a large market place, ShopOnn will extend its services to Sellers by giving mandates to logistic partners for facilitating the smooth functioning of the transaction between Seller and the Buyer. Any damage in transit on account of inadequate/unsuitable packaging will be to the account of the Seller.

Seller hereby agrees to accept all sales return (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.

Seller will offer standard manufacturers or Sellers warranty actually associated with the Products. However, the Parties agree that repair, replacement or 100% (one hundred percent) refund of money will be given to the Buyer against manufacturing defect or damage. Seller shall issue a suitable, duly stamped, manufacturer's warranty card to the Buyer with the Product at the time of dispatch of the Product, if applicable. The Parties also agree and acknowledge that the primary and sole responsibility for redressal of the Buyer's complaints will rest solely with Seller at all times.

## **INTELLECTUAL PROPERTY RIGHTS**

Both Parties agree that the brands/logos, trademarks, etc., belonging to each Party are the exclusive property of the respective Party and cannot in any circumstances be used, or copied, or altered in any manner which is identical/ similar the brands/logos/trademarks of the other Party without being specifically authorized in writing by that other Party. Seller recognizes and confirms that ShopOnn has the exclusive right to supervise, allow and reject the contents of the Platform. ShopOnn shall not be liable for contents and images shared, uploaded or displayed on the Platform by the Seller regarding the Sellers Products and all consequent liability will be borne by the Seller only.

Seller hereby grants to ShopOnn the right to display/delist the Products (as updated or to be updated by Seller on the Seller Panel at any/all times) along with the related logo and/or trademark and/or brand name, etc., of the Products for marketing/selling through the Platform.

Seller hereby authorize ShopOnn to use and include Sellers trademarks (as may be provided by Seller from time to time) and Sellers corporate name on the Platform and in any directory or promotional material produced in connection with the promotion of the Platform or the Products offered by Seller on the Platform.

Seller acknowledges that ShopOnn is merely an intermediary with respect to the Products listed on the Platform. However, on receiving written notification of any alleged infringement of third party intellectual property rights due to display or sale of any Products/third party trademark or copyrighted matter on the Platform (including availability or sale of counterfeit goods on the Platform), ShopOnn may, at its own discretion, remove / delist the allegedly infringing Products / content from the Platform, with or without prior notice to Seller.

## **ANTI BRIBERY AND ANTI CORRUPTION POLICY**

The Parties agree to conduct all their dealings in a very ethical manner and with the highest business standards. The Seller agrees to comply with "Anti-Bribery and Anti-Corruption Policy" and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with ShopOnn or any other third parties for the purpose of this Agreement. Any instances of such violations will be viewed in a serious manner and ShopOnn reserves the right to take all appropriate actions or remedies as may be required under the circumstances. The Seller will provide all possible assistance to ShopOnn in order to investigate any possible instances of unethical behavior or business conduct violations by an employee or hired person of the Seller.

## **INDEMNIFICATION**

The Seller agrees and undertakes to indemnify and to hold harmless ShopOnn, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorney fees) incurred by reason of

- (i) any breach or alleged breach by the Seller of the Sellers obligations, representations, or warranties hereunder;
- (ii) any violation by the Seller of applicable law or regulation (including law governing information technology, money laundering, data protection and consumer protection); or
- (iii) any breach by the Seller of any ShopOnn Policies or any other policies.

Additionally, the Seller shall, at all times and to the complete satisfaction of ShopOnn and without demur, at its own expense, indemnify, defend and hold harmless, ShopOnn and its officers, directors, employees, associates successors, representatives and agents, against any third party claim, demand, suit, action or other proceeding brought against ShopOnn or its directors, successors, representatives, agents, officers and employees and against all penalty, damages, awards, settlements, liabilities, losses, costs and expenses related thereto (including attorney fees) to the extent that such claim, suit, action or other proceedings are, directly or indirectly, based on or arise on account of the Products and their content, or any breach of any of the terms and conditions of this Agreement by the Seller or failure of the Seller in the performance or observance of its role, functions, responsibilities as specified herein, or the breach of the Sellers representations and warranties as contained in this Agreement, even after the termination of this Agreement.

## **Limitation of Liability and Damages**

In no event will ShopOnn or its contractors, agents, licensors, partners, suppliers be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to (i) this agreement, (ii) the services, the site or any reference site, or (iii) your use or inability to use the services, the site (including any and all materials) or any reference sites, even if ShopOnn or a ShopOnn authorized representative has been advised of the possibility of such damages. In no event will ShopOnn or any of its contractors, directors, employees, agents, third party partners, licensors or suppliers' total liability to you for all damages, liabilities, losses, and causes of action arising out of or relating to (i) this Agreement, (ii) the Services, (iii) your use or inability to use the Services or the Site (including any and all Materials) or any Reference Sites, or (iv) any other interactions with ShopOnn, however caused and whether arising in contract, tort including negligence, warranty or otherwise, exceed the amount paid by you, if any, for using the portion of the Services or the Site giving rise to the cause of action or One Thousand Rupees (Rs.1000), whichever is less. You acknowledge and agree that ShopOnn has offered its products and services, set its prices, and entered into this agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and ShopOnn, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and ShopOnn. ShopOnn would not be able to provide the services to you on an economically reasonable basis without these limitations. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such cases, ShopOnn's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive termination of this Agreement.

TO THE GREATEST EXTENT PERMISSIBLE UNDER LAW, SHOPONN SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF PROFITS, BUSINESS, REVENUE AND/OR GOODWILL. THE MAXIMUM AGGREGATE LIABILITY OF SHOPONN SHALL BE LIMITED TO INR 1,000 (INR ONE THOUSAND ONLY).

## **TERM, TERMINATION AND CONSEQUENCES OF TERMINATION**

Term: Agreement shall come into force on the Effective Date and shall continue for twelve months unless terminated as per terms of this Agreement.

This Agreement may be terminated by ShopOnn, with immediate effect; if Seller are in breach of any of its obligations, representations or warranties, or any other material terms as contained in this Agreement and/or any of the ShopOnn Policies;

if a petition for relief under any bankruptcy or insolvency is filed by or against Seller or Seller makes an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed.

ShopOnn also has the right to suspend Sellers access to the Seller Panel (instead of terminating the Agreement) for any period of time (during which time period Seller shall not be permitted to sell Sellers Products on the Platform) on the occurrence of any of the termination triggers specified in clause above or without any reason as stated above.

Notwithstanding anything contained under this Agreement, any Party may terminate this Agreement for convenience upon thirty (30) day written notice to other Party.

### **Termination on Agreement Violations**

You agree that ShopOnn, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate your account (or any part thereof) or your use of the Services and remove and discard all or any part of your account, your user profile, or your recipient profile, at any time. ShopOnn may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services or any account you may have or portion thereof may be effected without prior notice, and you agree that ShopOnn will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies ShopOnn may have at law or in equity. Upon termination for any reason, you agree to immediately stop using the Services.

Also On termination of this Agreement:

ShopOnn will, with immediate effect, block Sellers access to the Platform and consequently, Seller shall not be able to offer any Products to the Buyers thereafter and shall not have the right to re-register himself /itself as a Seller on the Platform at any time after such termination, unless ShopOnn, in its discretion, permits such re-registration;

Seller shall return to ShopOnn all the confidential information of ShopOnn and all other properties and materials belonging to ShopOnn. Where the confidential information cannot be returned in material form, Seller shall destroy all of ShopOnn's confidential information and shall provide ShopOnn with a certificate of destruction with respect to the same.

It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.

On the termination of the Agreement, Seller will be entitled to only the Seller Proceeds which have become due to Seller on account of any purchase of the Products, made through the Platform, prior to the date of termination of this Agreement. ShopOnn shall be entitled to adjust any monies, due from Seller to ShopOnn till the date of termination, from the Seller Proceeds payable to Seller on termination.

Without prejudice of the foregoing, the termination of this Agreement pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which either Party may have, arising out of the event which gave rise to the right of termination.

## **BILL PAYMENTS**

In order to use the Service, you may need to obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must have all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

ShopOnn and/or the ShopOnn business partner reserve the right to charge and recover from the User, fees for availing the Services. These changes shall be effective from the time they are posted on to the ShopOnn Website or over the ShopOnn business partner channel through which you are availing the Service. You are bound by such revisions and should therefore visit the ShopOnn Website or check with the ShopOnn business partner channel through which you are availing the Service to review the current fees from time to time. In the event that you stop or seek a reversal of the Payment Instructions as may have been submitted, ShopOnn shall be entitled to charge and recover from you and you shall be liable to pay such charges to the Payment Service as may be decided by ShopOnn. These charges shall be charged on to your designated Payment Account or in any other manner as may be decided by ShopOnn.

ShopOnn offers a convenient and secure way to make payments towards identified Biller(s) using a valid Payment Account.

Depending upon the ShopOnn business partner through whom the Service is availed by you, the specific features of the Service may differ, the number of Billing Data available over the Service can differ, the type and range of Payment Accounts that can be used to issue a Payment Instructions can differ and the modes/devices over which the Service can be accessed can differ; and the charges, fees for availing the Service or any aspect of the Service can differ. Specific details related to these aspects would be available with the ShopOnn business partner or the channel over which the Service is being availed.

From time to time, ShopOnn, at its sole discretion, can add to or delete from such list of Billing Data or types of Payment Accounts that can be used in respect of making payments to a Biller. In any event the type and range of Payment Accounts that can be used for making payments may differ for each Biller depending on Biller specifications there may be an additional fees/charge when using certain types of Payment Accounts in respect of a Biller; and the terms upon which a payment can be made to a Biller can differ depending on whether a Card or a Bank Account is used to issue the Payment Instruction. Further depending on the specific facilities allowed by a ShopOnn business partner, payments to a Biller can be made either by issuing a Payment Instruction for an online debit/charge to a Payment Account; or by scheduling an automated debit to a Payment Account. In using the Bill Payment Service, you agree to:

1. Provide true, accurate, current and complete information about yourself ("Registration Data"), your Payment Account details ("Payment Data"), your Billing details ("Billing Data") and
2. Maintain and promptly update the Registration Data, Payment Data and Billing Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or ShopOnn has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ShopOnn has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

ShopOnn assumes no responsibility and shall incur no liability if it is unable to affect any Payment Instruction(s) on the Payment Date owing to any one or more of the following circumstances:

1. If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, invalid and delayed.
2. If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)
3. If the funds available in the Payment Account are under any encumbrance or charge.
4. If your Bank or the NCC refuses or delays honoring the Payment Instruction(s)
5. If payment is not processed upon receipt.
6. Circumstances beyond the control of ShopOnn (including, but not limited to, fire, flood, natural disasters, bank strikes, power failure, systems failure like computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force)

In case the bill payment is not effected for any reason, you will be intimated about the failed payment by an e-mail

## **COUPON REDEMPTION**

Coupon redemption is purely subjected to standard and specified terms and conditions mentioned by the respective retailer. Coupons are issued on behalf of the respective retailer. Hence, any damages, injuries, losses incurred by the end user by using the coupon is not the responsibility of ShopOnn and are no cashback offers. This main T&C of ShopOnn supersedes any offer related to ShopOnn.

## **Communication Policy**

1. By accepting the terms and conditions the customer accepts that ShopOnn may send the alerts to the mobile phone number provided by the customer while registering for the service or to any such number replaced and informed by the customer. The customer acknowledges that the alerts will be received only if the mobile phone is in 'On' mode to receive the SMS. If the mobile phone is in 'Off' mode then the customer may not get / get after delay any alerts sent during such period.
2. ShopOnn will make best efforts to provide the service and it shall be deemed that the customer shall have received the information sent from ShopOnn as an alert on the mobile phone number provided during the course of ticket booking and ShopOnn shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. The customer cannot hold ShopOnn liable for non-availability of the service in any manner whatsoever.
3. The customer acknowledges that the SMS service provided by ShopOnn is an additional facility provided for the customer's convenience and that it may be susceptible to error, omission and/ or inaccuracy. In the event the customer observes any error in the information provided in the alert, ShopOnn shall be immediately informed about the same by the customer and ShopOnn will make best possible efforts to rectify the error as early as possible. The customer shall not hold ShopOnn liable for any loss, damages, claim, expense including legal cost that may be incurred/ suffered by the customer on account of the SMS facility.
4. The customer acknowledges that the clarity, readability, accuracy, and promptness of providing the service depend on many factors including the infrastructure, connectivity of the

service provider. ShopOnn shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.

5. The customer agrees to indemnify and hold harmless ShopOnn and the SMS service provider including its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever including legal charges and attorney fees which ShopOnn and the SMS service provider may at any time incur, sustain, suffer or be put to as a consequence of or arising out of (i) misuse, improper or fraudulent information provided by the customer, (ii) the customer providing incorrect number or providing a number that belongs to that of an unrelated third party, and/or (iii) the customer receiving any message relating to the reservation number, travel itinerary information, booking confirmation, modification to a ticket, cancellation of ticket, change in bus schedule, delay, and/or rescheduling from ShopOnn and/or the SMS service provider.
6. Customer also agrees to receive information regarding what ShopOnn perceives to be of their interest based on usage history via SMS, email & phone call. This includes offers, discounts and general information. In case the customer does not want such information, they have to explicitly ask to be excluded.
7. By accepting the terms and conditions the customer acknowledges and agrees that ShopOnn may call the mobile phone number provided by the customer while registering for the service or to any such number replaced and informed by the customer, for the purpose of collecting feedback from the customer regarding their travel, the bus facilities and/or services of the bus operator.
8. Grievances and claims related to the bus journey should be reported to ShopOnn support team within 10 days of your travel date.

### **Use of Site**

You understand that except for information, products or services clearly indicated as being supplied by the ShopOnn, we do not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that ShopOnn cannot and does not guarantee or warrant that files available for downloading through the Site will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy your particular requirements and for accuracy of data input and output.

### **Prohibited Conduct**

By using the Services you agree not to:

- use the Services for any purposes other than access the Services in accordance with these Terms and Conditions and as such services are offered by ShopOnn
- impersonate any person or entity, falsely claim or otherwise misrepresent an affiliation with any person or entity, or access the accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Services, perform any other similar fraudulent activity or otherwise purchase Recharge with what we reasonably believe to be potentially fraudulent funds
- infringe our or any third party's intellectual property rights, rights of publicity or privacy

- use the Services if You are under the age of eighteen (18) without a parental sponsor or in any event use the Services if You are under the age of thirteen (13) years old even with a parental sponsor and in accordance with applicable law
- post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person
- post or transmit any message, data, image or program which is pornographic in nature
- refuse to cooperate in an investigation or provide confirmation of Your identity or any other information You provide to ShopOnn
- remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services and the Site or features that enforce limitations on the use of the Services
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation
- use the Services in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services in an automated manner
- modify, adapt, translate or create derivative works based upon the Services and the Site or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation
- intentionally interfere with or damage operation of the Services or any other user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features
- use any robot, spider, other automatic device, or manual process to monitor or copy the Site without prior written permission
- interfere or disrupt this Site or networks connected to this Site
- take any action that imposes an unreasonably or disproportionately large load on our infrastructure/ network
- use any device, software or routine to bypass the Site's robot exclusion headers, or interfere or attempt to interfere, with the Services
- forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our Site or to manipulate your presence on our Site
- sell the Services, information, or software associated with or derived from it
- use the facilities and capabilities of the Site to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others
- breach this Agreement or any other ShopOnn agreement or policy
- provide false, inaccurate or misleading information
- use the Site to collect or obtain personal information, including without limitation, financial information, about other users of the Site
- purchase any product with what ShopOnn reasonably believes to be potentially fraudulent funds
- use the Services in a manner that results in or may result in complaints, disputes, reversals, charge backs, fees, fines, penalties and other liability to ShopOnn, a third party or You

- use the Services in a manner that ShopOnn or any payment card network reasonably believe to be an abuse of the payment card system or a violation of payment card network rules
- take any action that may cause ShopOnn to lose any of the Services from its service providers, payment processors or other suppliers
- send automated request of any kind to the Site's system without express permission in advance from ShopOnn.

### **Indemnification**

You agree to indemnify, save, and hold ShopOnn, its affiliates, contractors, employees, officers, directors, agents and its third party suppliers, licensors, and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to your use or misuse of the Services or of the Site, any violation by you of this Agreement, or any breach of the representations, warranties, and covenants made by you herein. ShopOnn reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify ShopOnn, including rights to settle, and you agree to cooperate with ShopOnn's defense and settlement of these claims. ShopOnn will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

### **Disclaimer; No Warranties**

To the fullest extent permissible pursuant to applicable law, ShopOnn and its third-party partners, licensors, and suppliers disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of Merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by you from ShopOnn or through the services or the site will create any warranty not expressly stated herein. You expressly acknowledge that as used in this section, the term "ShopOnn" includes ShopOnn's officers, directors, employees, shareholders, agents, licensors, subcontractors and affiliated companies. You acknowledge that ShopOnn is a platform and is not liable for any 3rd party (suppliers) obligations due to rates, quality, and all other instances, whether to any such subscribers or otherwise. You expressly agree that use of the services and the site is at your sole risk. It is your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the internet generally. We do not warrant that the service will be uninterrupted or error-free or that defects in the site will be corrected. The services and the site and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the services and the site are provided on an "as is" and "as available," "with all faults" basis and without warranties or representations of any kind either express or implied. ShopOnn, and its third party suppliers, licensors, and partners do not warrant that the data, ShopOnn software, functions, or any other information offered on or through the services, the site or any reference sites will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected. ShopOnn and its third party suppliers, licensors, and partners do not warrant or make

any representations regarding the use or the results of the use of the services, the site or any reference sites in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that you use, access, download, or otherwise obtain information, materials, or data through the services, the site or any reference sites at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system and device) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and you should not rely on any such statement. This paragraph shall survive termination of this agreement. In no event will ShopOnn be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the site.

### **Ownership; Proprietary Rights**

The Services and the Site are owned and operated by ShopOnn and/or third party licensors. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the Services and the Site provided by ShopOnn (the "Materials") are protected by Indian copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between you and ShopOnn, all Materials, trademarks, service marks, and trade names contained on the Site are the property of ShopOnn and/or third party licensors or suppliers. You agree not to remove, obscure, or alter ShopOnn or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services. Except as expressly authorized by ShopOnn, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. ShopOnn reserves all rights not expressly granted in this Agreement. If you have comments regarding the Services and the Site or ideas on how to improve it, please contact customer service. Please note that by doing so, you hereby irrevocably assign to ShopOnn, and shall assign to ShopOnn, all right, title and interest in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

### **Modification of this Agreement**

ShopOnn reserves the right to change, modify, add, or remove portions of this Agreement and any Policy (each, a "change") at any time by posting notification to the Site or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to payment transactions initiated after the posting date. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services. For certain changes, ShopOnn may be required under applicable law to give you advance notice, and ShopOnn will comply with such requirements.

**Notice**

ShopOnn may provide you with notices and communications by email, regular mail or postings on the Site or by any other reasonable means. Except as otherwise set forth herein, notice to ShopOnn must be sent by courier or registered mail to Nipurn Engineering Pvt Ltd, C-22, M.I.D.C.,Shiroli (pulachi),Kolhapur 416122,Maharashtra, India.

**Waiver**

The failure of ShopOnn to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by ShopOnn.

**Arbitration**

ShopOnn may elect to resolve any dispute, controversy or claim arising out of or relating to this Agreement or Service provided in connection with this Agreement by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. Any such dispute, controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Kolhapur, India and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or We may seek any interim or preliminary relief from a court of competent jurisdiction in Kolhapur, India, necessary to protect the rights or the property of you or ShopOnn (or its agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither you nor We may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of the arbitration award. All administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own lawyers and preparation. The language of Arbitration shall be English.

**Governing Law and Forum for Disputes**

Except as otherwise agreed by the parties or as described in the Arbitration section above, you agree that any claim or dispute you may have against ShopOnn must be resolved by a court located in Kolhapur, India. You agree to submit to the personal jurisdiction of the courts located within Kolhapur, India for the purpose of litigating all such claims or disputes. This Agreement shall be governed by the laws of India, without giving effect to any principles of conflicts of law.

**Severability**

If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

**Assignment**

This Agreement, and any rights granted hereunder, may not be transferred or assigned by you without our prior written consent which may be withheld in our sole discretion, but may be assigned

by us without restriction. Any assignment attempted to be made in violation of this provision shall be void and of no effect.

### **Survival**

Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

### **Headings**

The heading references herein are for convenience purposes only, do not constitute a part of these Terms and Conditions, and will not be deemed to limit or affect any of the provisions hereof.

### **Entire Agreement**

This is the entire agreement between you and ShopOnn relating to the subject matter hereof and will not be modified except in writing, signed by both parties, or by a change to this Agreement made by ShopOnn in accordance with the terms of this Agreement.

## **SEMI CLOSED WALLET**

### **Terms of Use**

The following Terms of Use ("Terms") are a binding agreement between you and Nipurn Engineering Pvt Ltd. BY REGISTERING FOR OR USING THE SITE OR THE PLATFORM/NETWORK, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT USE THE SITE OR THE PLATFORM/NETWORK.

As ShopOnn is a site/platform/network owned by Nipurn Engineering Pvt Ltd. Hence all the rights, benefits, liabilities & obligations under the following terms & conditions shall accrue to the benefit of Nipurn Engineering Pvt Ltd.

### **General Conditions of ShopOnn Wallet**

You will be issued, Basic Account immediately after successful registration. Your account will be upgraded to a Prime Account after you submit your KYC documents at the time of registration itself or on a later date and the same are verified and approved by ShopOnn. ShopOnn Wallet Prime Account Services shall ordinarily be activated within twenty one (21) working days of receipt and verification of the associated documentation. For detailed features, registration process, documentation processes, KYC requirements, permitted Transactions, Service discontinuation procedure and other related details relating to the above mentioned Services, please refer [www.ShopOnn.com/ShopOnncash](http://www.ShopOnn.com/ShopOnncash).

You may note that withdrawing money from ShopOnn Wallet is not allowed. Any outstanding credit ShopOnn Wallet must be utilized only to make payments for bona-fide Transactions at Merchant Establishments and Person-to-person transfers or Person-to-bank transfer.

ShopOnn Wallet are available only to resident Indians who have attained the age of 18 years and are competent to contract.

ShopOnn Wallet are not transferable.

The maximum monetary value that can be stored at any point of time in a ShopOnn Wallet Prime Account is INR 1,00,000/- (INR One lakh only). The maximum permitted value of Transactions at any

point of time in ShopOnn Wallet Prime Account is INR 1,00,000/- (INR One lakh only). The maximum monetary value that can be stored and utilized in a month in a ShopOnn Wallet Basic Account is INR 10,000/- (INR Ten Thousand Only). The maximum monetary value that can be transferred from one ShopOnn Wallet Account to other ShopOnn Wallet or bank account in a single transaction is INR 5,000/- (INR Five Thousand only). The maximum monetary value that can be transferred from one ShopOnn Wallet Account to other ShopOnn Wallet or bank account in a single month is INR 25,000/- (INR Twenty Five Thousand only). Subject to guidelines/notifications issued by RBI from time to time these limitations may be reviewed and modified at the discretion of ShopOnn without prior intimation to the Customer.

ShopOnn reserves the right to suspend/discontinue ShopOnn Wallet Services to you at any time, for any cause, including, but not limited, to the following-

For any suspected violation of the rules, regulations, orders, directions, notifications issued by RBI from time to time or for any violation of the terms and conditions mentioned in this document

For any suspected discrepancy in the particular(s), documentation or Enrollment Form provided by you; To combat potential fraud, sabotage, willful destruction, threat to national security or for any other force majeure reasons etc; If the same is due to technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons. If the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations, If the mobile connection with which your ShopOnn Wallet is related ceases to be operational or in your possession or control.

If ShopOnn believes, in its reasonable opinion, that cessation/ suspension is necessary.

The value stored on your ShopOnn Wallet shall NOT be refunded under ANY circumstances and may only be utilized to make payments for bonafide transactions at merchant establishments and Person-to-person transfer or Person-to-bank transfer. No interest will be payable by ShopOnn on the available balance reflected on the ShopOnn Wallet.

You are permitted to maintain and operate only one ShopOnn Wallet. Any suspected non-conformity with this requirement shall be just cause for the suspension/ discontinuation of any/all Wallets associated with you by ShopOnn.

### **Wallet Charges & Validity**

You shall pay the Service Charges prescribed by ShopOnn in the form and manner prescribed for such payment. ShopOnn may at its discretion, change, amend, increase, or reduce the Service Charges without prior intimation to the Customer.

Any value in your ShopOnn Wallet that is utilized towards making payments for any Transaction shall be automatically debited from your ShopOnn Wallet. ShopOnn's responsibility is limited to the debiting of your ShopOnn Wallet and the subsequent payment to any Merchant Establishment that you might transact with. ShopOnn does not endorse, promote, champion or warrant any goods and/or services that might be bought/availed or proposed to be bought/availed using ShopOnn Wallet.

ShopOnn reserves the right to levy charges/ charge commission upon any amounts loaded upon your ShopOnn Wallet or any amounts spent/utilized by you using ShopOnn Wallet. This charge is on the total amount being deducted and not on the amount being transferred

ShopOnn reserves the right to set off any balance in your Wallet in order to recover funds for transactions processed as per your request. Wallet Expiry and Balance Forfeiture

At present, ShopOnn does not expire the wallet or forfeits the balance amount in ShopOnn Wallet. ShopOnn reserves the right to introduce a policy as per the applicable RBI guidelines for wallet expiration and balance forfeiture in future. The terms and conditions related to any such policy that we may introduce in the future will come into effect from the date that will be clearly indicated under the "Terms of Use" for Semi Closed Wallet

### **Customer Obligations**

ShopOnn Wallet availability is subject to the maintenance of an active mobile phone or internet connection with an associated telecom provider. ShopOnn Wallet availability is subject to the maintenance of a mobile phone handset and other application on which Services run and the Customer is solely responsible for all liability arising from the unavailability of Services due to a mobile handset or internet service provider not supporting any ShopOnn Wallet channel or application.

You must ensure the availability of sufficient funds before executing any Transaction from your ShopOnn Wallet.

You shall be solely responsible for the confidentiality, safety and security of the Password. You shall be the sole owner of the Password and shall be responsible for the consequences arising out of disclosure of the Password and/or the unauthorized use of ShopOnn Wallet. In case the Password is lost or misplaced, you shall promptly inform ShopOnn by calling at the customer care numbers where after the Password will be barred and a new Password will be issued to you after necessary validation. In case the mobile phone/ SIM card associated with your ShopOnn Wallet is lost/stolen/misplaced/ no longer in your control, you shall promptly inform ShopOnn. ShopOnn will upon receipt of such information block the relevant account.

You shall only use ShopOnn Wallet for all Transactions with the specific Merchant Establishment for the products/services available therein. The list of Merchant Establishments is available at [www.ShopOnn.in](http://www.ShopOnn.in) and is subject to change at ShopOnn's discretion without prior intimation.

You shall intimate ShopOnn about change in your address, if any, in writing along with such proof of address as per the KYC documents.

You shall not use ShopOnn Wallet for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, ShopOnn policy or public policy or for any purpose that might negatively prejudice the goodwill of ShopOnn.

You acknowledge and understand that ShopOnn Wallet are linked to your mobile phone number and you shall be solely responsible for any liability arising out of the loss/ theft / misuse of the mobile phone number or deactivation of mobile connection by the concerned telecom service provider, in respect of the Services.

Information submitted by you for availing ShopOnn Wallet and/or information submitted while using ShopOnn Wallet may be shared with third parties by ShopOnn, inter alia, to facilitate the provision of ShopOnn Wallet.

You shall ensure that the Services are not used for Transactions in foreign currency. ShopOnn Wallet is issued & shall be valid only in India and shall be used at Merchant Establishments only in India.

Without limiting the foregoing, you agree that you will not use the ShopOnn Site to undertake any of the following actions or to display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that: Is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; Infringes any patent, trademark, copyright or other proprietary rights; contains viruses, corrupted files, or any other similar software or programs that is designed to interrupt, destroy or that may limit the functionality of any computer source or that may damage or adversely affect the operation of another person's computer, its web-sites, any software or hardware, or telecommunications equipment; Advertises or offers to sell any goods or services for any commercial purpose; is in the nature of promotional services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters; Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material; Violates any law for the time being in force; Belongs to another person to which you do not have any right to; Interferes with or disrupts ShopOnn's websites, servers, or networks; Impersonate any other person; Harm minors in any way; Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through its websites or to manipulate your presence on its websites; Engage in any illegal activities; Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations

with foreign states, or public order, or causes incitement to the commission of any cognizable offence, or prevents the investigation of any offence or insults any other nation.

### **Indemnity**

You agree to indemnify, defend and hold ShopOnn and/or related parties harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including and without limitation legal fees and expenses, arising out of or related to your use or misuse of the ShopOnn Wallet, any violation of these Terms and Conditions, or any breach of the representations, warranties, and covenants made by you.

### **Additional T&Cs**

When you acquire goods, software or any other services from a Merchant Establishment through any of ShopOnn's Services, you understand and agree that, ShopOnn is not a party to the contract between you and the Merchant Establishment. ShopOnn does not endorse any advertiser or Merchant linked to its website. Furthermore, ShopOnn is under no obligation to monitor the Merchant Establishment's service used by you; the Merchant Establishment alone will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Customer with the Merchant Establishment. It is clarified that ShopOnn shall not be responsible or liable for any deficiency in goods and/or services purchased using ShopOnn Wallet. This exclusion of liability shall apply even for goods and/or services made available by ShopOnn under promotional schemes. You are instructed to satisfy yourself regarding the quality, quantity and fitness of any good and/or service before purchasing the same.

Any amount transferred erroneously by the Customer to any Merchant Establishment shall not be refunded to the Customer by ShopOnn in any circumstances.

Any web-link on the ShopOnn Site to a third party site is not an endorsement of that web-link. By using or browsing any such other web-link, you shall be subject to the terms and conditions in each such web-link.

In the event of any dispute, ShopOnn records shall be binding as the conclusive evidence of the Transactions carried out through use of ShopOnn Wallet.

ShopOnn shall send all customer communications by SMS and/or email and the SMS shall be deemed to have been received by you after they have been submitted for delivery to the mobile phone operator.

You agree to receive all commercial message including transactional messages from ShopOnn.

### **Amendment of All Policies, Terms, Platform**

ShopOnn reserves the right to amend, modify, change, add or terminate (collectively "Changes") the Terms, the Site or the Platform/Network at any time in its sole discretion. Your continue use of the Site or the Platform/Network shall be deemed your acceptance of any such Changes. You should make sure you view these Terms periodically to make sure you are familiar with the most recent version of them.

ShopOnn may modify, terminate and/or suspend ShopOnn Wallet to the Customer anytime with or without prior notice, due to any changes in internal policies, rules, regulations and laws set by relevant authorities/regulators.

Any amendment of these Terms & Conditions proposed by you shall not be effective unless it shall be reduced to writing through amendment form and accepted by ShopOnn. Amendments made under this clause shall be deemed to be a part of these Terms & Conditions and in case of any contradiction the amendment form shall prevail. The terms and conditions herein shall be subject to the notifications/ guidelines issued by RBI, from time to time.

### **Eligibility and Registration to Use the Services**

You must be 18 years old to use ShopOnn. You must be an authorized representative with the authority to bind that company or entity to these Terms. You agree to provide accurate, current and complete information about yourself or your company as prompted by our registration form (including your email address) and maintain and update your information (including your email address) to keep it accurate, current and complete. We reserve the right to terminate any account or your use of the Site or the Platform/Network if any information provided by you is false, fictitious, inaccurate, not current or incomplete, with or without notice to you.

You will be issued a user id and password to access your account. You must keep password confidential and not share it with any other person. You are responsible for all activity on your account, whether or not you authorized it. However, if you become aware of any unauthorized use of your account or your user id and password, please contact us immediately.

### **Compliance with Law**

The ShopOnn Wallet is governed by per RBI direction on Issuance and Operation of Pre-paid Payment Instruments in India (Reserve Bank) Directions, 2009 (as amended and supplemented from time to time) and is also subject to directions / instructions issued by the RBI from time to time in respect of redemption, repayment, usage etc. ShopOnn will not be responsible or liable for any violation by you of applicable law, regulation, or guideline. You hereby declare that your name does not, at anytime, appear in the consolidated list of terrorist Individuals/ organizations as circulated by the RBI from time to time.

### **Confidentiality**

Privacy of communication is subject to the terms of the certificate of authorization granted by the RBI and RBI notifications/directives etc. You specifically agree that in order to facilitate the provision of ShopOnn Wallet, ShopOnn may be required to disclose any information or particulars pertaining to you to any authority, statutory or otherwise.

### **Assignment**

Nipurn shall have the right to assign/transfer these presents to any third party including its holding company, subsidiaries, affiliates, associates group companies.

### **Intellectual Property Rights**

We, or our licensors, own all right, title and interest, including, but not limited to all copyright, trademark, patent, trade secret or other proprietary rights ("IP Rights"), in and to the Site, the Platform, the Usage Data. You shall not reproduce, distribute, transmit, modify, create derivative works, display, perform or otherwise use the Site, the Platform or any of the IP Rights, or attempt to reverse engineer, decompile, disassemble, or derive the source code for the Platform or use the Platform or Site to create a competing product. ShopOnn is owned by Nipurn Engineering Pvt Ltd. Unauthorized use is strictly prohibited. All rights are expressly reserved to ShopOnn.

### **Disclaimer**

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE PLATFORM/NETWORK AND SERVICES OFFERED. WE EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. We provide the Site, the Platform/Network and any other technology and services on the Site on an "as is", "where is", "with all faults" basis. We do not warrant that the Site or the Platform any products and services shown or described on the Site, or other technology and services will be uninterrupted, error-free, available or operational at any particular time, or that any known defects will be corrected.

### **Waiver and Release**

To the maximum extent permitted by law, you waive, release, discharge and hold harmless Nipurn Engg, its affiliated and subsidiary companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Platform / ShopOnn Wallet.

### **Consent to Electronic Communications and Transactions**

By registering to use the Site, below, you consent to conduct transactions and receive communications, notices and information from us electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by you when We send the electronic communication to the email address/mobile number that as per our records, or when We post the electronic communication on the ShopOnn Site. The requirements for such electronic transactions and communications following: you must have access to the Internet, mobile web, applications and a valid e-mail address. You can withdraw your consent at any time by contacting us, but We reserve the right to terminate your account upon such withdrawal. Withdrawal of your consent will not affect the legal validity and enforceability of any notice, statement or disclosure previously received electronically. You agree to notify us promptly if your email address or other contact information changes by updating your account information or contacting us.

### **Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER NIPURN ENGG, NOR ITS AFFILIATED COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR ANY RELATED PARTY SHALL HAVE ANY LIABILITY TO USERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE OR PROFITS ARISING UNDER OR RELATING TO THESE TERMS, THE SITE OR THE OFFERINGS, EVEN IF ANY OF SAID PARTIES HAD BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER LIABILITY ARISES DUE TO NEGLIGENCE OR OTHER TORT, BREACH OF CONTRACT, VIOLATION OF STATUTE, MISREPRESENTATION OR FOR ANY OTHER REASON), WILL AT ALL TIMES BE LIMITED TO INR ONE HUNDRED (INR 100).

### **Choice of Law and Dispute Resolution**

These Terms shall be governed by, and construed in accordance with, the laws of India, without reference to principles of conflicts of law. The parties agree that the courts of Kolhapur shall have exclusive jurisdiction over any dispute arising from or relating to these Terms, the Platform/Network or the Site. You expressly consent to the personal jurisdiction of said courts and waive any objection to such personal jurisdiction based on forums non convenience or any other basis.

### **General**

The parties are independent contractors and nothing in these Terms shall be deemed to create an agency or employment relationship, a franchisor-franchisee relationship, joint venture or partnership. These Terms constitute the entire agreement between you and us regarding its subject matter and supersede all prior and contemporaneous undertakings and agreements between the parties, whether written or oral, with respect to that subject matter. Should any provision of these Terms be deemed unenforceable or invalid, the other provisions of these Terms shall remain in full force and effect. You cannot assign the Terms or delegate your obligations under these Terms without the express written consent of ShopOnn. The prevailing party in any action relating to these Terms shall be entitled to recover its reasonable legal fees, costs and disbursements incurred in connection therewith from the non- prevailing party.

### **Grievance Officer**

The customer has the right to register his complaint if he is not satisfied with the services or finds attitudinal deficiencies when dealing with agents/ staff or finds system errors or sees gaps between standards of service promised and actual service rendered by the company. The Customer can lodge a complaint by sending email to [grievanceofficer@ShopOnn.in](mailto:grievanceofficer@ShopOnn.in) . This mechanism is exclusively dedicated for customer complaint redressal.

**Acknowledgement of Grievances & redress on Complaints:**

CSD will acknowledge the grievance immediately on the receipt of complaint and initiate action to have the grievance resolved within a maximum period of three weeks on extraordinary cases with auto reply in either cases. The customer will also be kept informed of the action taken, the progress while redressing grievances, and/or, the reasons for delay if any, in redressing. Complaints received by e-mail shall be acknowledged by an immediate system generated response or via individual emails to the extent possible. The follow up action taken in respect of such complaints shall be advised to customers by e-mail.

**SHOPONN MARKET PLACE**

ShopOnn is the provider of online Marketplace Service, where branded merchandises are displayed online by the various registered merchants (Merchants) for sale and you can purchase the same subject to the terms and conditions contained herein. Online Market Place Services are offered to you through various modes including issue of coupons & vouchers and through various Sites. The actual contract for sale is directly between the Merchant and you.

ShopOnn provides the services of listing catalogs, pricing, shipping, etc. which is informational and it is up to you to follow it or not.

ShopOnn may help facilitate the resolution of disputes through various modes; ShopOnn has no control over the existence, quality, safety or legality of items displayed; the accuracy of third party content or listings; the ability of sellers to sell items; the ability of buyers to pay for items.

ShopOnn does not at any point of time during any transaction between buyer and seller, take the ownership of any of the goods offered by seller nor does it at any point asserts any rights or claims over the goods or services offered by seller to buyer.

In using the online Market Place Service, you explicitly agree and acknowledge that:

ShopOnn, through its Site also makes available a variety of branded products/ services offered by its Merchant partners. 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 Merchant partner.

ShopOnn may offer delivery services for some of the products on the Website as per the company's policy, which may be changed by ShopOnn without any notice to you.

ShopOnn is not a warrantor of the products/ services being offered on ShopOnn by various Merchants. You understand that any issue or disputes regarding the warranty, guarantee, quality, and service will be addressed either by the manufacturer/ service provider or the Merchant and you agree to handle such issues and disputes directly between you and the Merchant/ Manufacturer. All the Products are governed by the terms of warranties provided by the respective manufacturer/ brands. However, in case any product is covered under seller (Merchant) warranty, it shall be specifically mentioned under the product details. You acknowledge that ShopOnn gives no guarantee, either express or implied, regarding the Product bought by you or for the use or availability of online Market Place Service.

The price of products offered on the Website is including MRP, Retail Price, Sell Price, Discounted Price is offered by our Merchant partner. ShopOnn may at its discretion offer marketing promotion benefits by way of gift coupons, cash back, free gifts etc. on all or some of the products from time to time. ShopOnn is not liable for any manufacturing defect, faulty product received, warranty claims, after sales service for any of the products purchased on the platform. ShopOnn 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 Merchant partners. ShopOnn will make best efforts to assist customers in issue resolution including refund or arranging replacement but it will not bear the risk from legal claims for any misrepresentation or selling of wrong product.

The Website makes available general third party information such as, product catalogues, lists of authorized dealers and reports on news, entertainment, technology and features, advertisements, images and photographs of the products and other data from external sources (“**Third Party Content**”). Similar Third Party Content would also be available to you on the email received by you from ShopOnn. 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 sources believed to be reliable. ShopOnn does not provide any guarantee with respect to any the Third Party Content and ShopOnn shall not be held liable for any loss suffered by you based on your reliance on or use of such data.

## **Cancellation**

**Cancellation by ShopOnn:** There may be certain orders that ShopOnn Merchant partners are unable to accept and service and these may need to be cancelled. Some situations that may result in your order being cancelled include, non-availability of the product or quantities ordered by you, non-availability of the delivery service in the address to which product is required to be shipped, inaccuracies or errors in pricing information specified by our Merchant partners, or problems identified by ShopOnn’s credit and fraud avoidance department. ShopOnn may also require additional verifications or information before accepting any order. ShopOnn will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card or bank account has been charged, the said amount will be reversed back in your credit card / bank account. A promo code, once used shall not be refunded in case of cancellation of order either by Customer or ShopOnn.

**Cancellation by the User:** In case of requests for order cancellations, ShopOnn reserves the right to accept or reject requests for order cancellations for any reason whatsoever. As part of usual business practice, if ShopOnn receives a cancellation notice and the order has not been processed/ approved by ShopOnn, ShopOnn shall cancel the order and refund the entire amount to you instantly. ShopOnn will not be able to cancel orders that have already been processed. ShopOnn has the full right to decide whether an order has been processed or not. You agree not to dispute the decision made by ShopOnn and accept ShopOnn’s decision regarding the cancellation. In cases where it is not possible to cancel orders since they have already been shipped refund shall be made subject to the returns process post return request is raised and you would get replacement or refund once the original item is back with the Merchant partner in good sale-able condition.

ShopOnn reserves the right to cancel any orders that classify as ‘Bulk Order’ as determined by ShopOnn as per certain criteria. Any ShopOnn Promo Code used for placing the ‘Bulk Order’ will not be refunded as per this cancellation policy. An order can be classified as ‘Bulk Order’ if it meets with the below mentioned criteria, which may not be exhaustive, viz:

Products ordered are not for self-consumption but for commercial resale

Multiple orders placed for same product at the same address

Bulk quantity of the same product ordered

Invalid address given in order details

Any malpractice used to place the order

**Delivery of the Product:** Your shipping address, pin code will be verified with the database of ShopOnn before you proceed to pay for your purchase. In the event your order is not serviceable by our delivery partners or the Merchant or the area is not covered, we would request you to provide us with an alternate shipping address which we expect to have on our partner/Merchant's delivery list. In case there is any dispute regarding the shipment of the product or services for the area not covered by ShopOnn, in such cases ShopOnn will not be responsible for the non-delivery of the product. ShopOnn doesn't deliver items internationally. However, you can make purchases on the Site from anywhere in the world but at the same time ensuring the shipping address is within India. In case you book multiple orders for the Products and Services in one transaction, ShopOnn would endeavor to ship all Products together. However, this may not always be possible due to some product characteristics or logistics' issues. If you purchase multiple Products in single transaction, then all the Products would be dispatched to a single shipping address given by you. If you wish to ship Products to different addresses, then you should book the orders separately based on the delivery addresses.

## **Return Policy**

In the event you receive a damaged / defective product or a product that does not comply with the specifications as per your original order, you are required to get in touch with the customer service team.

Upon receiving your complaint, ShopOnn shall verify the authenticity and the nature of the complaint. If ShopOnn is convinced that the complaint is genuine, ShopOnn will inform the relevant Merchant of such complaint and request for a replacement. However, in the event of frivolous and unjustified complaints regarding the quality and content of the products, ShopOnn reserves the right to pursue necessary legal actions against you and you will be solely liable for all costs incurred by ShopOnn in this regard. You expressly acknowledge that the Merchant selling the defective product/ service will be solely responsible to you for any claims that you may have in relation to such defective product/ service and ShopOnn shall not in any manner be held liable for the same.

Before accepting shipment of any product, kindly ensure that the product's packaging is not damaged or tampered. If you observe that the package is damaged or tampered, request you to refuse to accept delivery and inform ShopOnn at the earliest. The return process of the product may be restricted by ShopOnn depending on the nature and category of the product.

In order to return any products sold through the Website, you are required to comply with the below mentioned conditions, viz:

For non damaged/ non defective product/service, you shall be allowed to return the product within the time frame displayed on website at the time of purchase.

Please notify ShopOnn of receipt of a damaged/ defective product/service within 48-hours of delivery to you. If you are unable to do so within 48-hours, ShopOnn/Merchant/manufacturer/service provider shall not be held liable for the failure to replace the order;

ShopOnn will arrange pick-up of the damaged/defective product through its own logistics partner. In the event ShopOnn is unable to do so, ShopOnn will notify you regarding the same and you will be required to dispatch the product using a reputed courier in your respective area within one (1) day from receipt of such notice. Courier freight charges will be reimbursed in such form as is determined by the logistics team upon prior consultation with ShopOnn;

Products should be returned in their original packaging along with the original price tags, labels, barcodes, user manual, warranty card and invoices etc.;

It is advised that the return packets should be strongly and adequately packaged so that there is no further damage of products during transit;

The returned products are subject to verification and checks by ShopOnn in order to determine the legitimacy of the complaint/ return.

In the event the return of a product is duly accepted by ShopOnn, the value of such product, as originally paid by you during acceptance of delivery of product or otherwise, will be refunded to you. Refund will be processed based on the mode of payment and ShopOnn will credit your refunds directly into ShopOnn Wallet account. Refunds will be subject to the following:

Orders paid online will be refunded instantly through the ShopOnn Wallet

For Cash on Delivery payments also the amount will be refunded into your ShopOnn Wallet.

You can trigger a request in your ShopOnn Wallet to transfer the money from your ShopOnn Wallet to the Bank. It will take 3-21 days for the money to show in your bank account depending on your Bank's policy.

A promo code, once used shall not be refunded in case of cancellation of order either by customer or ShopOnn.

ShopOnn offers hassle-free returns to simplify returns for buyers and sellers. The cost of return shipping for an item that is not as described is the seller's responsibility. You also authorize ShopOnn to place the return shipping label costs on your invoice, subject to your automatic payment method on file.

**Use of Information:** We may share your telephone numbers with our service providers (such as billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under the User Agreement, our policies, or any other agreement we may have with you. These service providers may also contact you using autodialed or prerecorded messages calls and/or SMS or other text messages, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes.

By accepting the terms and conditions the you accept that ShopOnn may send the alerts to the mobile phone number/ email provided by you while registering for the Service or to any such number replaced and informed by you.

**Content:** While We try to offer reliable data, We cannot promise that the catalogs will always be accurate and up-to-date, and you agree that you will not hold our catalog providers or us responsible for inaccuracies in the catalogs. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogs or create any derivative works based on catalog content.

**Limitation of liability and waiver:** Notwithstanding anything to the contrary contained herein, neither Nipurn Engg nor its affiliated companies, subsidiaries, officers, directors, employees or Merchants or any related party shall have any liability to you or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to these terms, the site or the offerings, even if any of said parties had been advised of, knew of, or should have known of the possibility of such damages. To the maximum extent permitted by law, our maximum aggregate liability to you for any causes whatsoever, and regardless of the form of action (whether liability arises due to negligence or other tort, breach of contract, violation of statute, misrepresentation or for any other reason), will at all times be limited to INR one hundred (INR 100). To the maximum extent permitted by law, you waive, release, discharge and hold harmless Nipurn Engg, its affiliated and subsidiary companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the online Market Place Service.

**Jurisdiction and dispute resolution:** These terms shall be governed by, and construed in accordance with, the laws of India, without reference to principles of conflicts of law. The parties agree that the courts of Kolhapur shall have exclusive jurisdiction over any dispute arising from or relating to these Terms, the Platform/Network or the Site. You expressly consent to the personal jurisdiction of said courts and waive any objection to such personal jurisdiction based on forums non convenience or any other basis.

The name and contact details of the Grievance Officer are provided below:

Amit Gandhi

Nipurn Engineering Pvt Ltd

C-22, M.I.D.C., Shirol, Kolhapur – 416122

Email: [grievanceofficer@ShopOnn.in](mailto:grievanceofficer@ShopOnn.in)

Time: Mon – Sat (10:00 am – 6:00 pm)

Please read the following terms and conditions carefully before registering, accessing, browsing, downloading or using the Site (defined below). By accessing or using the Site or by using the Service (defined below), you agree to be bound by these terms and conditions set forth below including any additional guidelines and future modifications. If at any time you do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, you may not access or use the site and immediately terminate your use of the services.

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Terms and conditions

Press

Blog

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[Grievence Policy](#)

[ShopOnn Wallet](#)

[Become A Seller](#)

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Please do not share your ShopOnn Wallet password, Credit/Debit card pin, other confidential information with anyone even if he/she claims to be from ShopOnn. We advise our customers to completely ignore such communications & report to us at [cybercell@ShopOnn.in](mailto:cybercell@ShopOnn.in).