

FeTRADEWORLD

TERMS OF USAGE

The portal www.fetradeworld.com is managed and operated by FeTRADEWORLD.

Any natural or legal person who accesses and/or uses the Platforms in any manner or uses any functionality or offer made available on the Platforms (“**Service**”) will be subject to these terms and conditions of usage as updated from time to time.

This document is an electronic record in terms of Information Technology Act, 2000 and published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use

Please read these website terms of use carefully before using this website ('website'). This website terms of use ('terms of use') govern your access to and use` of the website. The website is available for your use only on the condition that you agree to the terms of use set forth below. If you do not agree to all of the terms of use, do not access or use the website.

Thereby accessing or using of the website, you and the entity you are authorised to represent signify your agreement to be bound by the terms of use.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these terms of use, at any time without any prior written notice to you. You shall ensure to review these terms of use periodically for updates/changes. Your continued use of the platform following the posting of changes will mean that you accept and agree to the revisions. As long as you comply with these terms of use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the platform. By impliedly or expressly accepting these terms of use, you also accept and agree to be bound by FeTRADEWORLD policies including but not limited to privacy policy as amended from time to time.

These Terms of Usage are divided into 2 two parts. Carefully read all the parts to understand the conditions applicable for usage of the Platforms and for availing services offered thereof:

PART A – TERMS AND CONDITIONS FOR USAGE OF THE PLATFORMS

1. GENERAL

1.1 The terms and conditions for usage of the Platforms as set out herein (“**Terms of Use**”) specifically govern your access and use of the Platforms, which provides a unique digital marketplace designed to simplify the traditional trade procedures and negotiations by *inter alia* enabling to discover, select and buy commodities listed on the Platforms which are Iron Ore Fines, Iron Ore Lumps, Iron Ore Pellets, Sponge Iron, Pig Iron at the indicated price at any time, from the locations posted by Sellers .

1.2 Please note that we may from time to time, modify the Terms of Use that govern your use of the Platforms. Every time you wish to use our Platforms, please check these Terms of Use to ensure that you understand the terms and conditions that apply at that time. Further, please note that we reserve the right to either change the format and the content of the Platforms or suspend the operation of the Platforms for support or maintenance work, in order to update the content or for any other reason, at any time.

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1.3 The accessing, browsing, or otherwise using the Platforms indicates your agreement to these Terms of Use, the Privacy Policy and any other policies or guidelines that may be applicable to the Platforms at the time of your access and usage of the Platforms and which may be updated from time to time (collectively, the “**Agreement**”).

1.4 We authorise you to view and access the Platforms solely for identifying given commodities, post the commodities to sell or buy the commodities from sellers. We therefore grant you a limited, revocable permission to access and use the Services.

1.5 By accepting this Agreement, you affirm that you are 18 (Eighteen) years of age or above and are fully competent to enter into this Agreement, and to abide by and comply with this Agreement. If a user is below 18 (Eighteen) years of age, it is assumed that he/she is using/browsing the concerned Platform under the supervision of his/her parent or legal guardian and that such user’s parent or legal guardian has read and agrees to the terms of this Agreement, including the terms of purchase of Commodities on behalf of the minor user. In the event we are made aware that a user is under the age of 18 and is using/browsing the Platform without the supervision of his/her parent or legal guardian, we reserve the right to deactivate such user’s account without further notice. Further, if you are using the Services on behalf of a company or organisation, you represent that you have the authority to act on behalf of that entity, and that such entity accepts this Agreement.

2. REGISTRATION OF YOUR ACCOUNT

2.1 In order to carry forward buy or sell on the platform and/or avail services thereof, you will have to register on the platform which is a one-time process, followed by requisite KYC verification & submission of necessary subscription fee and/or transactional fees. Both buyers and sellers will have undertaken the registration process, the registration will require providing correct information which will be subject to scrutiny, verification and background checks.

2.2 The registration can be completed in the following ways:

- 2.2.1 New Registration
- 2.2.2 Providing Correct Documents
- 2.2.3. Documents Verifications
- 2.2.4. Payment of subscription Fees
- 2.2.5. Permission to access applied User ID

2.3 The registered user is solely authorized to operate the account created by him/her. Consequently, it is their responsibility to maintain the confidentiality of the log in credentials of your account on the Platforms. The registered user shall remain solely liable for all the actions undertaken through your account. The Platform owner will not be made responsible for such unauthorised access and usage of the account and trade executed therefrom.

2.4 Registered User shall: (a) immediately inform us of any unauthorized use of the account or any other security breach; and (b) ensure that you log out of your account at the end of each session. We, our employees, agents, directors and officers will not be liable for any loss or direct or indirect damage arising from your failure to comply with these Terms of Use. You may be held liable for any losses incurred to us or any other user due to unauthorized use of their account by you. We reserve the right to refuse access to the Platform(s), terminate accounts, remove or edit content at any time without notice to you.

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3. COMMUNICATION AND UNSUBSCRIPTION

3.1 By accepting the Terms of Use, the user also accepts to receive news, updates, offers/ campaign related SMS, to the mobile phone number provided by you. By accessing and using the Platforms and/or verifying your contact number with us, user explicitly consents to receive such communications (through call, SMS, email or other digital and electronic means) from us and/or our authorized representatives regarding any new services or offerings, even if your contact number is registered under the DND/NCPR list under the Telecom Commercial Communications Customer Preference Regulations, 2018.

3.2 User can unsubscribe/ opt-out from receiving marketing/ promotional communications, newsletters and other notifications from us at any time by following the instructions set out in such communications.

4. DISCLAIMER OF WARRANTIES, INACCURACIES OR ERRORS

4.1 We will try to ensure that all information and recommendations, whether in relation to the Commodities, Services, offerings or otherwise (hereinafter “**Information**”) provided as part of the Platforms is correct at the time of inclusion on the concerned Platform. We do not guarantee the accuracy of the Information however such information and background concerning the Sellers are verified on our end by conducting through diligence as per information available. We make no representations or warranties as to the completeness or accuracy of such Information.

4.2 The User agrees that Information is being supplied to you on the condition that user will make his own determination as to the suitability of such information for your purpose prior to use or in connection with the making of any decision. No Information on the Platforms shall constitute an invitation to invest in us or any affiliates. Any use of the Platforms or the Information is at your own risk. Neither we, our affiliates, nor their officers, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon, this website, the Information, or any third-party website linked to the Platforms. We are not responsible for the content of any third-party sites and do not make any representations regarding the content or accuracy of material on such sites. If you decide to access links of any third-party platforms, you are doing so entirely at your own risk and expense.

4.3 As a means to assist the users in identifying the commodities of their choice, we provide certain visual representations on the Platforms including graphics, illustrations, photographs, images, background information infographics and other visual aids. While reasonable efforts are made to provide accurate visual representation, we disclaim any guarantee or warranty of exactness of such visual representation or description of the commodities, with the actual commodities ultimately delivered to users at user’s instance, negotiation and checks.

4.4 Nothing contained herein is to be construed as a recommendation to use any commodities, process, equipment or formulation, in conflict with any patent, or otherwise and we make no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise.

5. WE DO NOT COVENANT OR PROVIDE ANY REPRESENTATIONS AND WARRANTIES

5.1 In respect of quality, suitability, accuracy, reliability, performance, safety, merchantability, fitness for a particular purpose/consumption or the content (including Commodities or pricing information and/or specifications) on the Platforms;

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5.2 That the Services will be made available at all times; and that the operation of the Platforms, including the functions contained in any content, information and materials on any Platform or any third-party sites or services linked to the Platforms will be uninterrupted, or that the defects will be rectified, or that the Platforms or the servers that make such content, information and materials available are free of viruses or other harmful components.

5.3 the platforms and the services are provided to you on an “as is” and “where-is” basis, without any representations or warranties. We, for ourself and any third-party providing materials, services, or content to this website, make no representations or warranties, either express, implied, statutory or otherwise of merchantability, fitness for a particular purpose, or noninfringement of third-party rights, with respect to the platforms, the information or any commodities or services to which the information refers. We will not be liable to you or any third party for any damages of any kind, including but not limited to, direct, indirect, incidental, consequential or punitive damages, arising from or connected with the site, including but not limited to, your use of this site or your inability to use the site, even if we have previously been advised of the possibility of such damages.

Disclaimer - To the extent permitted by applicable law, We, our officers, agents, employees and directors, disclaim any liability against any loss, damage, expenses, liabilities, claim, injury caused due to the failure of performance, omission, defect of commodities, or deletion, interruption, error, delay, virus, communication, unauthorised access, theft, destruction, alteration or use of records on the Platforms.

6. AVAILABILITY AND ACCESIBILITY OF THE PLATFORMS

6.1 We control and operate the Platforms facilitating a platform for buyers and sellers from India and make no representation that the materials and the content available on the Platforms is appropriate to be used or will be available for use in other locations outside India. If you use the Platforms from outside India, you are entirely responsible for compliance with all applicable local laws. These Terms of Use do not constitute, nor may these Terms of Use be used for or in connection with any promotional activities or solicitation by anyone in any jurisdiction in which such promotional activities or solicitation are not authorized or to any person to whom it is unlawful to promote or solicit.

6.2 We constantly monitor the user’s account in order to avoid fraudulent accounts and transactions. Users with more than one account or availing referral vouchers fraudulently shall be liable for legal actions under law and we reserve the right to recover the cost of goods, collection charges and lawyer fees from persons using the Platforms fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the Platforms and any other unlawful acts or omissions in breach of these terms and conditions. In the event of detection of any fraudulent or declined transaction, prior to initiation of legal actions, we reserve the right to immediately delete such account and dishonour all past and pending orders without any liability. For the purpose of this clause, we shall owe no liability against such actions.

7. THIRD PARTY INTERACTION AND LINKS TO THIRD PARTY SITE

7.1 In your use of the Platforms, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or members or sponsors of the Platforms or access any other third-party website linked to the Platforms. Unless otherwise stated, any such correspondence, advertisement, purchase or promotion, including the delivery of and the payment for goods and/or services, and any other term, condition, warranty or representation associated with such correspondence, purchase or promotion, is solely between you and the applicable third party. You agree that we have no liability, obligation or responsibility for any such correspondence, purchase or promotion, access or usage of any third-party website and the contract under such instances remains between you and any such third party.

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8. COPYRIGHTS

8.1 The Platforms contain material, including text, graphics and sound, which is protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in the Platforms are either owned by us or have been licensed to us by the owner(s) of those rights. We retain copyright on all Information, including text, graphics and sound and all trademarks displayed on the Platforms are either owned by or licensed to us.

8.2 You may use and display the Content on your personal computer only for your personal use subject to the grant of a limited, revocable, personal, non-exclusive and non-transferable license to you by us when you register on any of the Platforms, only for identifying commodities, carrying out purchases/sales of commodities and processing returns in accordance with our Return and Refund Policy and for using and printing copies of the information on the Platforms for your personal use and store the files on your computer for personal use only and not for business purposes.

8.3 You may not: (a) copy (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), download, display, perform, reproduce, distribute, modify, edit, alter, enhance, broadcast or tamper within any way or otherwise use any of our Content contained on the Platforms, (b) copy and distribute the Information on any other server, or modify or re-use text or graphics on this system or another system; (c) reproduce any part of the Platforms or sell or distribute the same for commercial gain nor shall it be modified or incorporated in any other work, publication or web site, whether in hard copy or electronic format, including postings to any other web site; (d) remove any copyright, trademark or other intellectual property notices contained in the original material from any material copied or printed off from the Platforms; or (e) link any other material to the Platforms, without our express written consent.

8.4 The license granted to you does not include a license for: (a) resale of commodities or commercial use of the Platforms or Content, (b) any collection and use of commodities listings, description, or prices, (c) any use of the Platforms, the Services and/or Content other than as contemplated in these Terms of Use, (d) any downloading or copying of login credentials of user, (e) any use of data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) any parts of the Platforms, and (f) creating and/ or publishing your own database that features parts of the Platforms.

8.5 If you believe that your intellectual property rights have been used in a way that raises concerns of infringement, please write to us at info@fetradeworld.com and let us know of your concerns.

9. TRADEMARKS

All the trade names associated with us like logos denoted with TM are trademarks or registered trademarks of us or our affiliates. Our trademarks may not be used in connection with any product or service that is not our product or service.

10. LICENSE AND USE OF YOUR CONTENT

10.1 You grant to us a royalty-free, perpetual, irrevocable, non-exclusive right and license to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works from, display worldwide, or act on any material posted by you on the Platforms without additional approval or consideration in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content, and you waive any claim over all feedback, comments, ideas or suggestions or any other content provided through or on the Platforms. You agree to perform all further acts necessary to perfect any of the above rights granted by you to us, including the execution of deeds and documents, at its request.

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10.2 You agree that we do a routinely monitor of your postings on the Platforms which are subject to background checks and verifications by our team and we reserve the right to do so. In case, we become aware of inappropriate use of the Platforms or any of its Services, we will respond in any way that, in its sole discretion, we deem appropriate. You acknowledge that we will have the right to report to law enforcement authorities of any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, we will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the internet.

10.3 We reserve the right to terminate access to the Platforms at any time and without notice. Further this limited license terminates automatically, without notice to you, if you breach any of these Terms of Use. Upon termination, you must immediately destroy any downloaded and printed materials. Any provision of the Terms of Use which imposes an obligation or creates a right that by its nature will be valid after termination or expiration of the Terms of Use shall survive the termination or expiration of the Terms of Use.

11. USER WARRANTIES AND RESTRICTIONS

11.1 You represent and warrant that: (a) your use of the Platforms and/or Services will not violate any applicable law or regulation; (b) all information that is submitted to us in connection with the Platforms and/or Services is true, accurate and lawful; (c) use of the content and material you supply does not breach any applicable Agreement and will not cause injury to any person or entity (including that the content or material is not defamatory). If at any time, the information provided by you is found to be false or inaccurate, we will have the right to reject registration, cancel all orders, and restrict you from using the Services and other affiliated services in the future without any prior intimation whatsoever. You agree to indemnify us and our affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

11.2 You will use the Platforms for lawful purposes only and will not undertake any activity that is harmful to the Platforms or its content or otherwise not envisaged through the Platforms. You have a limited license to access and use the Platforms solely for the purpose of availing the Services, subject to these Terms of Use.

11.3 You will not do any of the following:

11.3.1 Delete or modify any content on the Platforms, including but not limited to any information regarding the Services, their performance, sales or pricing, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify;

11.3.2 Decompile, reverse engineer, or disassemble the content on the Platforms;

11.3.3 Use the Services in any way that is unlawful, or harms the Platform's owner r any other person or entity, as determined in our sole discretion;

11.3.4 Make false or malicious statements against the Services, the Platforms or us;

11.3.5 Post, copy, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise disrupt or damage the Platforms and/or Services or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Platforms and/or the Services;

11.3.6 Introduce any trojans, viruses, any other malicious software, any bots or scrape the Platforms for any information;

11.3.7 Probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us or otherwise tamper or attempt to tamper with our technological design and architecture;

11.3.8 Hack into or introduce malicious software of any kind onto the Platforms;

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11.3.9 Gain unauthorized access to, or interfere with, or damage, or disrupt the server on which the details connected to the Services are stored, or any other server, computer, or database connected to the Services; o

11.3.10 Engage in any form of antisocial, disruptive, or destructive acts, including “flaming,” “spamming,” “flooding,” “trolling,” “phishing” and “griefing” as those terms are commonly understood and used on the internet.

11.4 You are prohibited from hosting, displaying, uploading, modifying, publishing, transmitting, storing, updating or sharing on or through the Platforms, any information that:

11.4.1 Belongs to another person and to which you do not have any right;

11.4.2 Is libellous, abusive, threatening, offensive, harmful, harassing on the basis of gender, racially or ethnically objectionable, blasphemous, defamatory, obscene, pornographic, paedophilic, invasive of another’s privacy including bodily privacy, insulting, hateful, relating to or encouraging money laundering or gambling, or an online game that causes user harm, or promoting enmity between different groups on the grounds of religion or caste with the intend to incite violence or otherwise violates any law or right of any third-party in any manner whatsoever;

11.4.3 harms minors in any way;

11.4.4 infringes any patent, trademark, copyright or other proprietary rights;

11.4.5 violates any law for the time being in force;

11.4.6 deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature or, in respect of any business of the Central Government, is identified as fake or false or misleading by such fact check unit of the Central Government as the Ministry may, by notification published in the Official Gazette, specify ;

11.4.7 impersonates or defames another person; or

11.4.8 contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.

11.4.9 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 cognisable offence, or prevents investigation of any offence, or is insulting other nation;

11.4.10 is in the nature of an online game that is not verified as a permissible online game;

11.4.11 is in the nature of advertisement or surrogate advertisement or promotion of an online game that is not a permissible online game, or of any online gaming intermediary offering such an online game, or any illegal loan, or betting.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

12.1 You agree to indemnify, defend and hold harmless us, our affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from and against any and all third- party claims, losses, liabilities, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Platforms or the Services, violation of these Terms of Use, or infringement of any of our or any third-party intellectual property or other rights. We will notify you promptly of any such claim, loss, liability, or demand, and in addition to the foregoing, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

12.2 In no event shall Our Representatives be liable for:

12.2.1 the use or inability to use the Platforms and/or the Services;

12.2.2 any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through the Platforms; or

12.2.3 any other matter relating to the Platforms or the Services.

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12.2.4 None of the directors, officials or employees of the promoters shall be personally liable for any action in connection with the Platforms or the Services thereto.

13. ACCESS OUTSIDE THE REPUBLIC OF INDIA

We make no representation that the content on the Platforms is appropriate to be used or accessed outside the Republic of India. Your use of or access to the Platforms from outside the Republic of India is at your own risk and you are responsible for compliance with the laws of such jurisdiction.

14. APPLICABLE LAW AND JURISDICTION

The aggrieved party, in the first instance, shall furnish its grievance to the grievance officer within 7 days. In case of failure of such negotiation the aggrieved party can invoke the arbitral proceeding under this clause and under the aegis of Orissa High Court Arbitration Centre, Cuttack. Jurisdiction- Cuttack

15. GRIEVANCE OFFICER

In accordance with the applicable law, any grievances which you may have with respect to the information shared by you with us hereunder and its treatment or any grievance related to Services being availed hereunder, may be directed by you to such grievance officer or at the below mentioned coordinate:

Name: Aditya Kumar Panda

Designation: Grievance Officer

Email Address: aditya@fetradeworld.com

16. FORCE MAJEURE

We will not be held responsible for any delay or failure to comply with its obligations if the delay or failure arises from any cause which is beyond our reasonable control.

17. WAIVER

No provision in these Terms of Use will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by us. Any consent by us to, or waiver of your breach, whether expressed or implied, will not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

18. SEVERABILITY

If any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision will be excluded from these Terms of Use and the remainder of these Terms of Use will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms; provided however that, in such event, these Terms of Use will be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

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19. AMENDMENT

These Terms of Use are subject to amendments and modifications and may be updated from time to time, without any advance notice. You are requested to regularly review the Terms of Use as available on the Platforms. Your relationship with the Platforms will be governed by the most current version of these Terms of Use, as published on the Platforms.

20. MISCELLANEOUS

20.1 In addition to these Terms of Use, you will also ensure that you are in compliance with the terms and conditions of the third parties such as any third party offers terms and conditions, brand promotional offers, whose links, if any, are contained/embedded in the Services. You agree that we will not be liable for any transaction between itself and any such third parties.

20.2 These Terms of Use supersede all previous oral and written terms and conditions (if any) communicated to you by us, for the use of the Platforms, and the rights and liabilities with respect to any Services to be provided by us shall be limited to the scope of these Terms of Use.

20.3 You may not assign these Terms of Use or any of Your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use shall be found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You may preserve these Terms of Use in written form by printing them for Your records, and You waive any other requirement for these Terms of Use to be proved by means of a written document.

PART B – TERMS AND CONDITIONS OF PURCHASE/SALE

The terms and conditions of sale as set out herein (“**Terms of Sale**”) constitute an agreement between us, registered user and user-buyer governing the terms and conditions on which you purchase/Sale your Commodities from us on or through the Platforms. By placing an order for listed commodities with us or making a purchase/sale of Commodity, you expressly agree to be bound by these Terms of Sale.

These Terms of Sale are in addition to the Agreement. These Terms of Sale constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

1. OUR CONTRACT OF SALE

1.1 Listing and display of a commodity by seller on the Platforms is seller invitation to buyer to make an offer for purchase of such commodity to the registered user selling the commodities. Likewise, the placement of an order on the Platforms by buyer/seller is buyer’s/seller’s offer to buy the Commodity from the registered seller/buyer. The purchase transaction is entirely outside the purview of our service. We, our employees, agents, directors and officers shall not be responsible for such transaction and consequential actions of the parties or any non-performance or withdrawing from committed bids or non-payment or non-delivery of commodities or any such events breaching the contracts between buyers/sellers. The platform only enables buyers/sellers to trade their commodities digitally.

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1.2 Once buyer/seller has placed an order in the platform for purchase/sale of a Commodity, it will follow the negotiations and agreement between the buyer and seller, such transaction will be outside the domain of our services except and notwithstanding facilitating the meeting of buyer and seller. The Order Confirmation is merely an acknowledgement that intending purchaser have received seller order and does not signify any acceptance. Such acceptance will be their sole discretion and will.

1.3 We only facilitate concluding of the contract of purchase/sale for a Commodity ordered by buyer/seller, when it is accepted by the buyer/seller.

1.4 Any communication from us shall be sent only to your registered mobile number and/or email address or such other contact number or email address that you may designate, for any particular transaction. You shall be solely responsible to update your registered mobile number and/or email address on the Platforms in the event there is a change.

1.6 You hereby authorise us to declare and provide declarations to any governmental authority on request on your behalf, including that the commodities purchased/sold by you are for business purpose & not for any illegal activities.

1.7. It is the sole discretion of the buyer/seller to check the credibility of the opponent party before reaching any agreement for sale/purchase. The platform is not responsible for any seller/buyer withdrawing from contracts, non-performance, or non-payment against agreed terms or non-delivery or any activities that have caused cancellation of the agreement between buyer/seller.

2.KYC (Know Your Customer) Authentication: -

2.1The Platform follows a basic standard to check the KYC of buyer/seller before authorising ID which may include license validity, taxation validity or any others.

2.2. However, it is the sole responsible of buyer/seller to check the KYC of each party before reaching to any agreement. The platform does not hold any responsibility for seller/buyer withdrawing from contracts, non-performance, or non-payment against agreed terms or non-delivery or any activities that have caused cancellation of the agreement between buyer/seller.

3.CONFIDENTIALITY OF TRADE INFORMATIONS: -

It is the duty of the buyers/sellers/or any entity associate to maintain confidentiality of the seller posting the price or any other terms & conditions of the commodity or the buyer offering the price or any other terms & conditions of the commodity or any transactional price. All the parties agree that all information furnished by one party to the other pursuant shall be and remain confidential between the parties and neither party shall disclose the confidential information or permit or cause the same to be disclosed, either directly or indirectly, to any third party unless a prior written approval has been obtained from the other party.

4. LICENSES

You acknowledge that there may be licenses/permissions required under the applicable laws to use, purchase or otherwise possess certain Commodities(s). You will be solely responsible for obtaining such licenses/permissions and complying with the terms of such licenses/permissions.

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5. TAXES

You shall be responsible for payment of all fees/costs/charges associated with the purchase of Commodities from us and you agree to bear any and all applicable taxes.

6. ELIGIBILITY

Only persons who can enter into legally binding contracts as per Indian Contract Act, 1872, i.e., persons who are 18 (Eighteen) years of age or older, are of sound mind, and are not disqualified from entering into contracts by any law, can use the Platforms and place an order with us. If you are a minor i.e., under the age of 18 (Eighteen) years, you may purchase the Product on the Platforms only with the involvement of a parent or guardian.

7. LIMITATION OF LIABILITY

In no event, our aggregate liability, if any, that is proven and ordered by a court of competent jurisdiction pursuant to a claim by you or person acting on your behalf, shall extend beyond the money charged from you for purchases made pursuant to an order under which such liability has arisen and been established. We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when a contract for the sale of a commodity by us to you was formed.

8. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Sale, all transactions consummated between you and us, and our relationship with you is governed by the laws of India, without reference to any conflict of laws principles and with an exclusive jurisdiction to the courts of Cuttack.

9. MISCELLANEOUS

9.1 In addition to these Terms of Sale, you will also ensure that you are in compliance with the terms and conditions of the third parties, such as any third party offers terms and conditions, brand promotional offers, whose links, if any, are contained/embedded in the Terms of Use.

9.2 These Terms of Sale supersede all previous oral and written terms and conditions (if any) communicated to you by us, for the purchase of Product.