

# E-COMMERCE SELLER AGREEMENT

This **E-Commerce Seller Agreement ("Agreement")** is entered into as of the date of acceptance through digital acknowledgement (**8th November 2024**), BY AND BETWEEN, CREATOR PRESERVER DESTROYER TECHNOLOGIES PRIVATE LIMITED mentioned as CPD in this agreement, registered address: 13-171/194/402, Plot No 194, SVR Megha Residency, Lokayuktha Colony, Badangpet, Hyderabad, Telangana, 500058, INDIA AND FREELINEZ DIGITAL SERVICES, mentioned as SELLER("Seller"/"You"/"Your") in this agreement with registered address 1ST FLOOR, LALIT MALL, SHOP NO.15, D.No.2-55/1, Hyderabad, MANIKONDA, GANDIPETA MANDAL, Telangana, 500089, agreeing to the terms herein registering to sell Products through the Platform.

WHEREAS The Platform is operating an online marketplace accessible through the website (www.efarmers.online), or any sub-domain created specifically for you or other platforms or mobile applications for efarmers ("Platform"/"Us"/"We") operated by CREATOR PRESERVER DESTROYER TECHNOLOGIES PRIVATE LIMITED.

WHEREAS The Platform is commonly known as CPD.

AND WHEREAS the Seller has agreed to comply with the terms and conditions stipulated by the Platform for listing and selling their Products, and the Platform has agreed to provide the Seller with the necessary digital infrastructure and services to facilitate the sale of their Products to the end customers ("Customer").

The Platform and Seller may be referred to individually as the "Party" and collectively as the "Parties".

By clicking "I Agree" or by using the Platform to sell Products, Seller acknowledges that Seller has read this Agreement and agrees to be bound by its terms.

## 1. VENDOR ELIGIBILITY

1.1. Access to and usage of the Platform is strictly limited to individuals or entities capable of forming legally binding contracts under applicable law. Parties deemed "Incompetent to contract", including but not limited to minors, un-discharged insolvents, or any other category specified by law, are not eligible to use the Platform.

1.2. If You are a minor, that is, under the age of 18 (eighteen) years, you shall not register as a Seller on the Platform, engage in transactions, or use the Platform.

1.3. The Provider reserves the right to terminate Your registration and/or refuse You access to the Platform if it is brought to the notice or discovered that You are under the age of 18 years.

1.4. If the Seller is a business entity, it must be duly registered and in good standing under the laws of its country of incorporation or registration and have the requisite power and authority to conduct the business it is currently involved in.

1.5. If You are registering as a business entity, you affirm that You have been duly authorized by the business entity to accept and enter into this Agreement and that You have the authority to bind the business entity to these terms.

## 2. ACCOUNT AND REGISTRATION

2.1. In connection with Your registration and use of the Platform, you agree to finish accurate, current, and complete details as may be required for Seller registration.

2.2. This includes but is not limited to Your full legal name, complete address, contact details, GSTIN, PAN, Business PAN, Pin code, registered address of the business, pick-up address, bank account details, trade names, pricing details of Products and/or details.

2.3. You also agree to provide details regarding Your Products including the names and addresses of manufacturers or packers, and any relevant details pertaining to imported goods or services. Further, you agree to provide the relevant guarantees or warranties applicable to all goods or services You intend to sell on the Platform.

2.4. You affirm that all the information provided to the Platform is accurate, current, complete, and in accordance with this Agreement. If any information provided is found or suspected to be untrue, inaccurate, outdated, incomplete, or not in accordance with this Agreement, we reserve the right to indefinitely suspend, terminate or block access to Your account on the Platform without prior notice.

2.5. It is Your responsibility to keep Your account information up to date. You agree to promptly update all account information to keep it accurate, current, and complete. Any changes that may materially impact Your transactions on the Platform should be immediately notified to Us.

2.6. The Service will be available to You subject to this Agreement and the applicable order(s). CPD will use commercially reasonable efforts to make the Service available 24 hours a day and 7 days a week, except during the planned downtime with advance notice to You or the occurrence of a Force Majeure Event.

2.7. The Seller agrees that its use of the Platform is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments by CPD regarding future functionality or features.

2.8. CPD reserves the right to modify the features and functionality of the Services during the term of the Agreement. In case, if there is a deprecation of any material functionality, CPD will provide an advance notice of 30 (thirty) working days to You.

2.9. The provision and use of CPD in certain jurisdictions are subject to CPD Region Specific Terms.

2.10. We might provide some or all elements of the Agreement Service through third-party service providers.

2.11. If You purchase any additional services or packages from Us, this Agreement will apply to all additional orders and features that You activate within Your CPD Account.

### **3. ACCEPTABLE USE**

3.1. You agree not to use the CPD or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the CPD or Services in any way that could damage the CPD, Services or general business of the Provider. Yes="Yes" alors

3.2. The Seller can only list and sell the following Products on this Platform:

**VEGETABLES, RICE, LIVE STOCKS, MILK...ETC**

3.3. The Seller is restricted from listing or selling the following Products:

Pesticides and Herbicides, Controlled Substances such as hemp and cannabis, Livestock and Live Animals, Endangered Species, Unapproved Seeds and Plants, Unprocessed Meat and Dairy Products, Liquor, Genetically Modified Organisms (GMOs), Chemicals and Fertilizers....etc

3.4. You further agree not to use the CPD or Services:

3.4.1. Engaging in any activity that could result in excessive bandwidth usage, degradation of performance, or disruption of the CPD.

3.4.2. to use for competitive benchmarking or for developing a competing Products;

3.4.3. To harass, abuse, or threaten others or otherwise violate any person's legal rights;

3.4.4. To violate any intellectual property rights of the Provider or any third party;

3.4.5. To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

3.4.6. To perpetrate any fraud;

3.4.7. To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

3.4.8. To publish or distribute any obscene or defamatory material;

3.4.9. To publish or distribute any material that incites violence, hate or discrimination towards any group;

3.4.10. To unlawfully gather information about others.

3.5. You are prohibited from using the CPD or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to infringe on any third party's intellectual property or proprietary rights, or rights of publicity or privacy, whether knowingly or unknowingly; (d) to violate any local, federal or international law, statute, ordinance or regulation; ((e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information or any content which is defamatory, libelous, threatening, unlawful, harassing, indecent, abusive, obscene, or lewd and lascivious or pornographic, or exploits minors in any way or assists in human trafficking or content that would violate rights of publicity and/or privacy or that would violate any law; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the CPD, other Products, or the Internet; (h) to collect or track the personal information of others; (i) to damage, disable, overburden, or impair the CPD or any other party's use of the CPD; (j) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the CPD, other Products, or the Internet; (l) to personally threaten or has the effect of personally threatening other Vendors. We reserve the right to terminate Your use of CPD for violating any of the prohibited uses.

3.6. You acknowledge that the CPD is not responsible or liable and does not control the content of any information that may be posted or stored on the CPD by You or other users of the CPD and You are solely responsible for the same. You agree that You shall not upload, post, or transmit any content that You do not have a right to make available (such as the intellectual property of another party).

3.7. You agree to comply with all applicable laws, statutes and regulations and guidelines set by the Ministry of Agriculture & Farmers Welfare, FSSAI, and other relevant authorities. Your use of the CPD and further agree that You will not transmit any information, data, text, files, links, software, chats, communication or other materials that are abusive, invasive of another's privacy, harassing, defamatory, vulgar, obscene, unlawful, false, misleading, harmful, threatening, hateful or racially or otherwise objectionable, including without limitation material of any kind or nature that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, provincial, national, or international law or regulation, or encourage the use of controlled substances.

3.8. You may not use the Platform for any illegal or unauthorized purpose nor may You, in the use of the Service, violate any laws in Your jurisdiction (including but not limited to copyright laws).

3.9. You acknowledge that the Service has not been designed to collect or process sensitive personal information and accordingly, You agree not to use the Service to collect, process or store any sensitive information. We will not have, and We specifically disclaim any liability that may result from Your use of the Service to collect, process and store sensitive information.

3.10. You shall obtain all necessary consents and permissions from individuals whose personal data is collected or processed through the CPD.

3.11. The CPD reserves the right to monitor the Seller's use of CPD to ensure compliance with these terms and applicable laws.

3.12. In the event of suspected violation of these terms, applicable laws, and regulations, We investigate and take appropriate actions, including but not limited to warning the Seller, suspending, or terminating the Seller's access to the CPD, and reporting any illegal activities to the relevant authorities.

## **4. SELLING**

4.1. All commercial and contractual terms, which include but are not limited to price, shipping costs, payment methods and terms, delivery dates, periods, and modes, and Products warranties and after-sale services, are exclusively offered by the Seller and agreed upon between the Seller and Customers. The Platform does not have any control, influence, or involvement in these commercial or contractual terms.

4.2. The Platform does not make any representations or warranties regarding specifics, such as quality, value, and saleability of the Products proposed to be sold or purchased on the Platform. The Platform does not implicitly or explicitly endorse the sale or purchase of any Products.

4.3. The Platform does not accept any liability for any errors or omissions made by third parties in relation to the Products offered on the Platform. It is also not responsible for any non-performance or breach of contract between the Seller or Customers.

4.4. The Platform cannot and does not guarantee that the Seller and Customers will perform any transactions concluded on the Platform and is not required to mediate or resolve any disputes or disagreements between the Seller and Customers.

4.5. The Platform is not liable for any inaccuracies, commissions, errors, or misrepresentations made by Vendors, Customers, or third parties in relation to the Products offered on the Platform. Additionally, the Platform holds no responsibility for any non-performance, delays, or breach of any contract agreed upon between the Vendors and Customers.

4.4. The Platform cannot and does not guarantee that the Seller and Customers will perform any transactions concluded on the Platform and is not required to mediate or resolve any disputes or disagreements between the Seller and Customers.

4.5. The Platform is not liable for any inaccuracies, commissions, errors, or misrepresentations made by Vendors, Customers, or third parties in relation to the Products offered on the Platform. Additionally, the Platform holds no responsibility for any non-performance, delays, or breach of any contract agreed upon between the Vendors and Customers.

4.6. At no point during a transaction does the Platform acquire, hold, or claim any ownership rights over the Products sold by the Seller.

4.7. As a registered Seller, You have the right to list items for sale on Our Platform, adhering to the policies included within this Agreement and any other updated policies published on this Platform or communicated to You. You must have legal authorization to sell all listed items and possess all requisite licenses, and

permits necessary for the sale.

## **5. CONTENT AND DESCRIPTION**

5.1. It is crucial that the items You list for sale do not violate any third-party intellectual property rights, trade secrets, proprietary rights, publicity rights, or privacy rights. You bear the responsibility for ensuring this compliance.

5.2. Your listings should include accurate text descriptions, graphics, pictures, or videos that genuinely represent that item for sale. Each item must be listed in an appropriate category on the Platform, and You must ensure they are always available in stock for successful sale completion.

5.3. The listed description must accurately reflect the actual conditions of the Products. If there is a discrepancy between the item description and the item's actual condition, You are obligated to refund any payment received from the Customer.

5.4. You are prohibited from listing a specific Products in multiple quantities across various categories on the Platform. The Platform reserves the right to delete such multiple lists and may restrict the sale of Products originating from certain countries or regions.

5.5. If the same Products are sold by multiple vendors through various or similar Products page views, the Platform reserves the right to aggregate and present the best Products data to enhance the Customer experience.

5.6. For items listed under the Food and Nutrition category, You must adhere to the minimum balance shelf-life norms as stipulated in the Food Safety and Standards Authority of India (FSSAI) E-Commerce regulations, as well as any timely amendments thereof.

## **6. PRICE AND INVENTORY**

6.1. The Seller agrees and acknowledges that they are solely responsible for determining the price of the Products listed on the Platform. The Seller must ensure that all pricing information is accurate and includes all applicable taxes, charges, and fees. The Seller shall also be responsible for promptly updating the prices of the Products in the event of any changes.

6.2. Vendors are prohibited from artificially inflating prices or participating in price gouging practices.

6.3. Seller may run promotional pricing or discount campaign only after obtaining prior approval from the Platform.

6.4. The Seller shall maintain an adequate level of inventory for all Products listed on the Platform to ensure the timely fulfilment of all orders. The Seller shall promptly update the inventory information on the Platform to reflect current stock levels.

6.5. If certain Products are unavailable or out of stock, the Seller shall take immediate steps to either remove the Products listing from the Platform or clearly mark the Products as "out of stock". Any failure on Seller's part to manage inventory efficiently, resulting in order cancellations due to non-availability of Products, may lead to penalties, customer disputes, or termination of this Agreement.

6.6. Apart from the above, the following pricing and inventory policies are applicable:

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## **7. SHIPPING AND RETURNS**

7.1. The Seller agrees to ensure that all Products sold on the Platform are packed securely and shipped promptly to the customers. The Seller agrees to abide by all shipping deadlines as provided by the Platform and understands that failure to do so will result in penalties and negative reviews on the Platform.

7.2. The Seller agrees to use only approved shipping methods and to comply with all shipping regulations and requirements of the Platform.

7.3. The Seller shall accept returns and exchanges of Products in accordance with the policy of the Platform. The Seller agrees to process all returns in a timely and efficient manner.

7.4. Products returned by customers should be accepted by the Seller if they are returned in the condition they were delivered unless otherwise mentioned in the return terms and policy. Any cost involved in the return of Products shall be borne by the Seller.

7.5. If a customer is dissatisfied with the Products for any legitimate reason as outlined in the Platform's return policy, the Seller shall promptly issue a refund. The refund shall be processed in the original payment method used by the customer.

7.6. Apart from the above, the following additional shipping and return policy is applicable:

## **8. CUSTOMER REVIEWS AND RATINGS**

8.1. The Seller acknowledges that customers purchasing Products from the Seller through the Platform may be asked to leave reviews and ratings regarding their purchase. These reviews and ratings may be made publicly available on the platform and can be viewed by all users of the Platform.

8.2. The Seller acknowledges that they have no right to interfere with, manipulate or remove these reviews and ratings. Any attempt by the Seller to manipulate reviews or ratings will result in the immediate termination of this Agreement.

8.3. Vendors are not permitted to review their own Products or the Products of competitors. The Platform reserves the right to suspend or terminate the Seller's account if fraudulent or deceptive review practices are detected.

8.4. Seller acknowledges that repeated low ratings or negative reviews may lead to account suspension or termination.

## **9. VENDOR OBLIGATIONS**

9.1. You must keep all Your credentials including username and password highly confidential.

9.2. You are responsible for maintaining the safety and security of Your identifying information as well as keeping Us apprised of any changes to Your identifying information.

9.3. In case, if Your credentials are compromised, You agree to notify Us immediately in writing.

9.4. The billing information You provide Us, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of Your identifying information. Providing false or inaccurate information or using the CPD or Services to further fraud or unlawful activity is grounds for immediate termination of Your Agreement and Account.

9.5. Seller is responsible for compliance with the provisions of this Agreement by Agents and Customers and for any and all activities that occur under an Account. Without foregoing, Seller will ensure that its use of the Services is in compliance with all applicable laws, regulations, privacy notices, Agreements, and other

obligations with the Agents and Customers.

9.6. The Seller shall comply with all applicable data protection and privacy laws and regulations when processing and handling any personal data through the CPD.

9.7. The Seller agrees to cooperate with the CPD in resolving any technical issues or addressing any support requests related to the CPD.

9.8. The Seller is responsible for ensuring full compliance with the provisions of IGST, CGST, UTGST, and/or SGST regarding the goods or services You provide.

9.9. You must provide the corresponding Harmonised System Nomenclature (HSN) code for each Products listing. Failure to provide an HSN code will result in Products delisting and selling prohibition.

9.10. Vendors are obliged to comply with any additional policies and procedures established by the Platform in relation to sales, deliveries, and returns.

## **10. LIMITED LICENSE**

Under the Agreement with Us, We offer a limited, non-transferable license to the Seller that is non-sublicensable and non-assignable, permitting the use of Our brand name and/or logo on the Seller's invoices related to transactions that take place on our Platform. Moreover, we provide vendors with a similar limited, non-transferable, non-exclusive, non-sublicensable, non-assignable license that permits the use of our brand name and/or logo on the packaging materials used for the shipment of Products sold on our platform.

## **11. PAYMENT TERMS**

11.1. All transactions, inclusive of transaction prices, and any associated commercial terms such as delivery and dispatch of Products, are agreed upon by means of a principal-to-principal bipartite contractual arrangement between Vendors and Customers. The Platform's payment facility merely serves as an instrument utilized by Vendors and Customers to ensure the successful execution of the transactions.

11.2. The Platforms payment facility cannot be classified as a banking or financial service. It is an automated, electronic online payment mechanism developed for the purpose of receiving payment, facilitating cash on delivery (COD) payment, collection and remittance for transactions carried out on the Platform.

11.3. The Platform shall not be held accountable for instances of non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after-sales or warranty services, or fraud regarding the Products listed on the Platform as the Platform's payment facility does not provide a basis for such liability.

11.4. The Platform does not provide assurance of the identity of any user nor does it offer a guarantee that a customer or a Seller will successfully complete a transaction.

11.5. The Cash on Delivery (COD) payment option may be offered for certain Products or categories, at the discretion of the Platform.

11.6. Vendors bear the sole responsibility for issuing invoices that are both correct and complete. However, the Platform may offer assistance in this regard by generating invoices on behalf of the Seller.

11.7. In the event that any chargebacks are lived by a bank, the Platform reserves the right to take action in accordance with appropriate guidelines and policies.

- 11.8. Once the payment is received from the Customer, the Platform will deduct its commission or service fees as agreed upon, along with any applicable taxes, from the collected payment. The balance amount after such deductions will be remitted to the Seller.
- 11.9. The Platform shall remit the due payment to the Seller on the pre-agreed frequency and the specific details of the remittance schedule will be communicated to the Seller in advance.
- 11.10. In the event of any return, refund, or cancellation of orders by Customers, as per the Platform return and cancellation policy, the amount pertaining to such orders will be adjusted from the payments due to the Seller.
- 11.11. The Platform will provide a detailed statement of account to the Seller reflecting sales, returns, Platform fees, and net amount payable to the Seller for each remittance cycle.
- 11.12. The Platform reserves the right to withhold payment or deduct/adjust amounts from future payments in case of any violation of the Seller Agreement, policy violations, or any fraudulent activities conducted by the Seller.
- 11.13. The Seller agrees to notify the Platform in writing within a reasonable time frame, not exceeding 7 (seven) calendar days, in case of any discrepancies or disputes regarding payments with the Platform or Customers.
- 11.14. The payment to the Seller will be settled in the following manner:
- 11.15. The Seller agrees to pay all applicable Service Fees and charges associated with their Agreement to CPD as outlined in the service order, statement of work, supplemental terms, or otherwise agreed usage charges.
- 11.16. The Seller shall provide valid and up-to-date payment information, such as debit card, credit card, or other approved payment methods, to the CPD.
- 11.17. The Seller authorizes the Provider to charge the designated payment method for all applicable Service Fees and charges. The Seller further authorizes CPD to use a third party to process payments and consent to the disclosure of Your payment information to such third party.
- 11.18. All Service Fees and charges are exclusive of any applicable taxes, including Goods and Services Tax (GST) or other similar taxes, imposed by the concerned government or authorities. The Seller shall be responsible for paying any such taxes as required by applicable laws.
- 11.19. In addition to the Service Fee, the Provider may charge one-time setup Fees, onboarding Fees, or Fees for customization or integrations requested by the Seller. The details of such additional Service Fee shall be provided in writing by the Provider and agreed upon by both parties.
- 11.20. The CPD shall issue invoices or payment receipts to the Seller for all applicable Service Fees and charges, either electronically or through other agreed-upon means.
- 11.21. The Seller shall review invoices promptly upon receipt and notify the CPD of any discrepancies or concerns within a reasonable time frame.
- 11.22. Unless otherwise stated in the pricing section or agreed upon by both parties in writing, all Service Fees and charges shall be payable in advance on a recurring basis.
- 11.23. The payment is due within the specified timeframe from the invoice date or dates mentioned in the purchase order, and failure to make a timely payment may result in suspension or termination of the Seller's access to the CPD.

11.24. All Service Fees and charges are non-refundable, except as expressly provided in this Agreement or required by applicable law.

11.25. The CPD reserves the right to modify the Service Fee and charges for the Service upon proving the Seller with prior notice, which may be in the form of an updated pricing schedule or other written communication. The Service Fee adjustments shall become effective upon the start of the next billing cycle. In the event of a Service Fee increase, the Seller may have the option to terminate their Agreement upon written notice to the CPD before the Effective Date of the Service Fee increase.

11.26. The Platform reserves the right to deduct TDS or TCS as per the applicable laws.

## **12. PLATFORM OBLIGATIONS**

12.1. The Platform will endeavour to use reasonable security measures to protect against unauthorized access to the platform and to Seller's data. This includes maintaining proper firewalls and protection systems.

12.2. The Platform will provide reasonable technical support to the Seller as it relates to using the Platform for the sale of goods and/or services.

12.3. The Platform agrees to provide the Seller with periodic sales reports showing the number of units of each Products sold, total sales, and any returns or refunds processed during the reporting period.

12.4. The Platform will provide basic customer service to the Customers, including assistance with navigating the Platform, making purchases, and addressing non-vendor-specific issues.

12.5. The Platform will make reasonable efforts to limit downtime and ensure that Platform is available for use by Vendors and Customers.

12.6. The Platform is responsible for ensuring that it complies with all applicable laws, regulations, and standards in the operation of the e-commerce Platform.

## **13. LEGAL COMPLIANCES**

13.1. The Seller acknowledges and undertakes to comply with all applicable laws and agrees to sign the declarations detailed in this Agreement.

13.2. If required under the law, the Seller must provide a hallmark certificate, and customer KYC according to anti-money laundering laws and other laws. The Platform disclaims any responsibility for conducting Customer KYC.

13.3. The Seller ensures that no products are sourced or used in manufacturing that originate wholly or partially from any country listed under any national or international sanctions.

13.4. The Seller agrees to comply with all applicable data protection laws.

13.5. The vendor agrees to comply with all provisions of the Consumer Protection (E-Commerce) Rules, 2020 and its amendments and products listed for sale must comply with Legal Metrology (Packaged Commodities) Rules 2011 and its amendments. The Seller is responsible for displaying all necessary product label declarations.

13.6. The Seller warrants that it has not and will not engage in any form of bribery or corruption in connection with its performance under this Agreement.

## **14. TERM, TERMINATION & SUSPENSION**

14.1. The term of Service begins when the Seller sign-up for using the CPD and will remain in effect as long as the Seller uses the CPD, or statement of work, or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first.

14.2. If You have selected for recurring Subscription scheme, upon the expiry of an existing plan, an amount equivalent to the Subscription Service Fee will be deducted automatically. If it fails, You shall make the payment within 100 (one hundred) calendar days from the due date, failing to do so, Your Agreement will be suspended or terminated.

14.3. The Platform may terminate an Account by providing notice of 30 (thirty) calendar days to the Seller. To cancel the Agreement, the Seller can do the following:

14.4. Upon receiving an account closure from You, the concerned account will be placed on hold for a duration of 30 (thirty) calendar days. This pause ensures the completion of all prior transactions made before the closure request.

14.5. During this 30 (thirty) calendar days hold period, the Seller will have access to their account for the purpose of downloading payment and taxation reports as necessary.

14.6. Once the hold period is over, the Seller is required to contact Us, confirming that they have downloaded the necessary reports and confirm the deactivation of the account.

14.7. Upon receipt of the above confirmation and provided there are no outstanding payments due from the Seller, the Seller's account will be deactivated.

14.8. Post-deactivation, certain information, including registered mobile number, GSTIN, email id, and other transaction-related information will be retained for audit purposes and as per the applicable laws.

14.9. The Provider specifically reserves the right to terminate this Agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Provider or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

14.10. Either Party can terminate this Agreement if the other Party commits a material breach of these terms, other Agreements, or applicable laws not cured for more than 15 (fifteen) calendar days, if the other Party becomes subject to a petition in bankruptcy, or any other proceedings relating to insolvency, liquidation, or assignment for the benefit of creditors. In case the Seller terminates the Agreement, in accordance with this clause, the Seller will be entitled to a refund of any prepaid Service Fees covering the remainder of the Agreement term. In case, if the Agreement is terminated by the CPD in accordance with this clause, the Seller must pay any unpaid Service Fees covering the remainder of the Agreement Term.

14.11. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect. You will be subject to this Agreement for as long as You have access to CPD.

14.12. In case of a paid Seller, upon Seller's written request, CPD will make Service Data available to Seller for export or download for 30 (thirty) calendar days after the Effective Date of termination, expiration or migration of the Account, except for Service Data deleted in accordance with these terms, or upon violation of applicable laws, or is against the law or legal order. Thereafter, the CPD will have no obligation to retain the Service Data unless otherwise stated under applicable laws.

14.13. Further terms on data retention/deletion of Vendors are as follows:

## **15. COMMUNICATION**

15.1. In order to serve You better and communicate Service updates and security reasons, it is imminent to communicate with You constantly. Therefore, by using the Service, You consent to receive communications via phone or electronic records from the CPD including e-mail messages telling You about products and services offered by the CPD (or its affiliates and partners) and understanding Your requirements. Communication can also be by posting any notices on the CPD.

15.2. You agree that the communications sent to You by the CPD shall not be construed as spam or bulk under any law prevailing in any country where such communication is received.

15.3. Each party shall promptly notify the other party in writing of any change in its contact information to ensure effective communication under this Agreement.

## **16. PRIVACY INFORMATION**

The Provider may collect and process personal information and other data from the Seller and its Agents, and Customers as necessary for the provision of providing the Service. The Provider's privacy policy shall govern the collection and processing of such data. The Seller is responsible for reviewing the privacy policy periodically to stay informed of any changes. You can access the privacy policy through the following link: [www.cpd/privacy polivy](http://www.cpd/privacy%20policy)

## **17. ASSUMPTION OF RISK**

17.1. The Seller acknowledges that the use of CPD carries certain inherent risks and uncertainties including:

17.1.1. Technical risks such as interruptions, delays, or unavailability of CPD due to hardware, software, or network failures.

17.1.2. Compatibility risks such as incompatibility between CPD and the Seller's hardware, software, or network environment.

17.1.3. Security risks, such as unauthorized access, data breaches, or loss of data.

17.2. By using the CPD, the Seller voluntarily accepts and assumes all risks associated with its use. The Seller acknowledges that the Provider shall not be held liable for any damages, losses, or harm arising from or related to the inherent risks of CPD.

17.3. The CPD and Services are provided for communication purposes only. You acknowledge and agree that any information posted on CPD is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between.

17.4. You and the Provider. You further agree that Your purchase of any of the Service on the CPD is at Your own risk. The Provider does not assume responsibility or liability for any advice or other information given on the CPD.

## **18. INTELLECTUAL PROPERTY**

18.1. You agree that the CPD and all Services provided by the Provider are the property of the Provider, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Provider IP"). You agree that the Provider owns all rights, title, and interest in and to the Provider IP and that You will not use the Provider IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Provider IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Provider.

18.2. You agree not to modify directly or indirectly, copy, reproduce, distribute, display, perform, or create derivative works based on the Provider IP.

18.3. You acknowledge and agree that this Agreement does not give You any right to implement CPD patents.

18.4. Each Party shall retain all rights, titles and interests in its respective intellectual property rights. The rights granted to the Seller, Agents, and Customers to use the services under this Agreement do not include any additional rights or intellectual property rights of the CPD.

18.5. In order to make the CPD and Services available to You, You hereby grant the Provider a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content You publish, upload or otherwise make available to the CPD ("Your Content"). The Provider claims no further proprietary rights in Your Content.

18.6. If You come to know about any of Your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of Our Vendors, please contact Us and let Us know.

18.7. In the event that the Seller becomes aware of any infringement or unauthorized use of the Provider IP, the Seller shall promptly notify the Provider and provide all necessary assistance to protect the Provider's rights in the Provider IP.

## **19. PUBLICITY**

19.1. The Seller grants the Provider the right to use the Seller's name, logo, and general description of the nature of the service provided in connection with this Agreement for the purpose of identifying the Seller as a customer of the Provider. The Provider may include the Seller's name and logo on its website, marketing and promotional materials.

19.2. Whenever the Seller requests to make reasonable changes or restrictions on the use of its name and logo, the Provider shall make a commercially reasonable effort to accommodate such requests. Neither party shall make any public statement or press release regarding this Agreement without the prior written consent of the other party, except as required by applicable law or regulation.

## **20. INDEMNIFICATION**

20.1. CPD will indemnify and defend the Seller from and against any claim brought by a third party against the Seller alleging Seller's use of Service infringes third-party valid intellectual property rights (IP Claim). CPD shall, at CPD's expense defend such IP claim and pay damages finally awarded against Seller in connection therewith, provided Seller promptly notify CPD of a threat or notice of IP Claim, CPD reserve the exclusive right to defend such claims, Seller full cooperates with CPD in connection therewith.

20.2. Seller agrees to defend and indemnify the Provider and any of its affiliates (if applicable) and hold Us harmless against any and all legal claims and demands, including reasonable attorney's Fees, which may arise from or relate to Your use or misuse of the CPD or Services, Your breach of this Agreement, or Your conduct or actions. CPD will immediately notify the Seller of the threat or notice of such a claim. CPD will cooperate with Seller in connection with such disputes. You agree that the Provider shall be able to select its own legal counsel and may participate in its own defense if the Provider wishes.

## **21. THIRD-PARTY LINKS & CONTENT**

21.1. The CPD may contain links to third-party websites, apps, and resources. The Seller acknowledges and agrees that the Provider does not endorse or control such third-party websites, or resources, and the Provider shall not be responsible or liable for any content, advertising, products and services, or other materials available on such websites or resources.

21.2. The Seller may choose to integrate third-party applications, plugins, or content ("Third-Party Content") with the CPD. Third-Party Content is subject to the terms and conditions of respective third parties and the Provider shall not be responsible or liable for any issues related to the use of Third-Party Content. Any concerns or disputes regarding the service, payment or any other matter concerning third-party websites or resources should be addressed directly to the applicable third party.

## **22. MODIFICATION & VARIATION**

22.1. The Provider may, from time to time and at any time modify this Agreement. We will provide You with reasonable advance notice of changes to this Agreement that materially adversely affect Your use of the Service or Your rights through email or by notification or any other similar methods.

22.2. If the Seller does not agree with any proposed modifications to this Agreement, the Seller may terminate this Agreement in accordance with the Term and Termination clause herein.

22.3. To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

22.4. You agree to routinely monitor this Agreement and refer to the Effective Data posted at the top of this Agreement to note modifications or variations. You further agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the CPD after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.

22.5. In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

## **23. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this CPD. This Agreement supersedes and replaces all prior or contemporaneous Agreements or understandings, written or oral, regarding the use of this CPD.

## **24. NO WARRANTIES**

24.1. You agree that Your use of the CPD and Services is at Your sole and exclusive risk and that any Services provided by Us are on an "As Is" basis. The Provider hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability.

24.2. The Provider makes no warranties that the CPD or Services will meet Your needs or that the CPD or Services will be uninterrupted, error-free, or secure. The Provider also makes no warranties as to the reliability or accuracy of any information on the CPD or obtained through the Services.

24.3. You agree that any damage that may occur to You, through Your computer system, or as a result of the loss of Your data from Your use of the CPD or Services is Your sole responsibility, and that the Provider is not liable for any such damage or loss.

24.4. All information, software, products, services, and related graphics are provided on this CPD is "as is" and "as available" basis without warranty of any kind, either expressed or implied.

24.5. The CPD disclaims all warranties, expressed, or implied including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement or arising from a course of dealing usage, or trade practice.

24.6. The Provider makes no representation about the suitability of the information, tools, add-ons, etc. contained on this CPD for any purpose, and the inclusion or offering of any services on this CPD does not constitute any endorsement or recommendation of such Products.

24.7. The CPD makes no warranty that the use of the CPD will be uninterrupted, timely, secure, without defect or error-free. You expressly agree that use of the CPD is at Your own risk. The CPD shall not be responsible for any content found on the CPD.

24.8. Your use of any information or materials on this CPD or otherwise obtained through the use of this CPD is entirely at Your own risk, for which we shall not be liable. It shall be Your own responsibility to ensure that any services or information available through this CPD meet Your specific requirements.

24.9. The CPD assumes no responsibility for the accuracy, currency, completeness or usefulness of information, views, opinions, or advice in any material contained in the CPD. Any information from third parties or advertisers is made available without making any changes and so the CPD cannot guarantee accuracy and is not liable for any inconsistencies arising thereof.

24.10. All postings, messages, advertisements, photos, sounds, images, text, files, video, or other materials posted on, transmitted through, or linked from the CPD, are solely the responsibility of the person from whom such Content originated, and the CPD does not control and is not responsible for Content available on the CPD.

24.11. There may be instances when incorrect information is published inadvertently on Our CPD or in the Service such as typographical errors, inaccuracies or omissions that may relate to Products descriptions, pricing, promotions, offers, and availability. Any errors, inaccuracies, or omissions may be corrected at Our discretion at any time, and we may change or update information or cancel orders if any information in the Service or on any related CPD is inaccurate at any time without prior notice (including after You have submitted Your order).

24.12. We undertake no obligation to update, amend or clarify information in the Service or on any related CPD, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related CPD should be taken to indicate that all information in the Service or on any related CPD has been modified or updated.

24.13. The CPD shall not be responsible for any interaction between You and the other Vendors of the CPD. Under no circumstances will the CPD be liable for any goods, services, resources, or content available through such third-party dealings or communications, or for any harm related thereto. The CPD is under no obligation to become involved in any disputes between You and other Vendors of the CPD or between You and any other third parties. You agree to release the CPD from any and all claims, demands, and damages arising out of or in connection with such dispute.

24.14. You agree and understand that while the CPD has made reasonable efforts to safeguard the CPD, it cannot and does not ensure or make any representations that the CPD or any of the information provided by You cannot be hacked by any unauthorized third parties. You specifically agree that the CPD shall not be responsible for unauthorized access to or alteration of Your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the CPD.

24.15. You hereby agree and confirm that the CPD shall not be held liable or responsible in any manner whatsoever for such hacking or any loss or damages suffered by You due to unauthorized access of the CPD by third parties or for any such use of the information provided by You or any spam messages or information that You may receive from any such unauthorized third party (including those which are although sent representing the name of the CPD but have not been authorized by the CPD) which is in violation or contravention of this Agreement or the Privacy Policy.

24.16. You specifically agree that the CPD is not responsible or liable for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that the CPD is not responsible for any content sent using and/or included on the CPD by any third party.

24.17. The CPD has no liability and will make no refund in the event of any delay, cancellation, strike, force majeure, or other causes beyond their direct control, and they have no responsibility for any additional expense omissions delays or acts of any government or authority.

24.18. You will be solely responsible for any damage to Your computer system or loss of data that results from the download of any information and/or material. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to You.

24.19. You accept all responsibility for and hereby agree to indemnify and hold harmless the Provider from and against, any actions taken by You or by any person authorized to use Your Account, including without limitation, disclosure of passwords to third parties. If You are dissatisfied with the CPD, or the Services or any portion thereof, or do not agree with these terms, Your only recourse and exclusive remedy shall be to stop using the CPD.

## **25. LIMITATION OF LIABILITY**

25.1. In no event shall the CPD be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the CPD, with the delay or inability to use the CPD or related services, the provision of or failure to provide Services, or to deliver the Products or for any information, software, products, services and related graphics obtained through the CPD, or any interaction between You and other participants of the CPD or otherwise arising out of the use of the CPD, damages resulting from use of or reliance on the information present, whether based on contract, tort, negligence, strict liability or otherwise, even if the CPD or any of its affiliates/suppliers has been advised of the possibility of damages. If despite the limitation above, the Company is found liable for any loss or damage which arises out of or in any way connected with the use of the CPD and/ or provision of Services, then the liability of the Company will in no event exceed:

25.2. This aforementioned limitation applies to any and all claims by You, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

## **26. GENERAL PROVISIONS:**

26.1. **AUTHORITY:** Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that is binding upon such party and enforceable in accordance with its terms. You further warrant and represent that You have the authority to procure Your Affiliate's compliance with the terms of this Agreement.

26.2. **LANGUAGE:** This Agreement and all related communications, notices and documentation shall be conducted in the English language. Any translations provided for convenience or informational purposes are not guaranteed to be accurate or complete, and the English version of this Agreement shall prevail in case of

any discrepancies or conflicts.

**26.3. JURISDICTION, VENUE & GOVERNING LAW:** Through Your use of the CPD or Services, You agree that the laws of India shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Provider, with the exception of its conflict of law provisions. Both the Parties do hereby agree that any dispute arising out of or in relation to this Agreement shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof for the time being in force. The Parties shall mutually appoint a single Arbitrator. Each Party shall pay their own costs and Fees of the arbitration and the cost of the arbitrator shall be borne equally. The seat or place of the arbitration shall be as follows: Telangana. The language of the arbitration shall be: english. The Agreement shall be governed in accordance with the laws of India and the courts of Telangana will have the exclusive jurisdiction.

**26.4. ASSIGNMENT:** The Seller shall not assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of the Provider. However, the Provider may assign or transfer this Agreement, in whole or in part, to any affiliated entity or in connection with a merger, acquisition, or sale of assets. Any attempted assignment in violation of this clause shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**26.5. SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. The parties agree to replace the severed provision with a valid and enforceable provision that reflects the original intent of the Agreement to the maximum extent possible.

**26.6. NO WAIVER:** The failure of either party to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision. The waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach. No waiver shall be effective unless it is expressly stated in writing and signed by the waiving party.

**26.7. HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

**26.8. NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, or any other form of legal association between the Seller and the Provider. This Agreement does not authorize either party to act as an Agent or representative of the other party.

**26.9. FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, fires, floods, epidemics, pandemics, war, terrorism, strikes, labour disputes, governmental actions, or any other event that is unforeseeable and beyond the reasonable control of the affected party ("Force Majeure Event"). The party affected by the Force Majeure Event shall promptly notify the other party in writing of the occurrence and anticipated duration of such event. The affected party's performance under this Agreement shall be suspended during the Force Majeure Event, and the time for performance shall be extended for a period equal to the duration of the Force Majeure Event. If the Force Majeure Event continues for a period of 30 (thirty) calendar days, either party may terminate this Agreement by providing written notice to the other party without incurring any liability for such termination.

**26.10. ELECTRONIC COMMUNICATIONS PERMITTED:** The parties agree that electronic communications, including but not limited to email, electronic signatures, and online messaging, shall be deemed valid and legally binding for all purposes under this Agreement. Such electronic communication

shall have the same force and effect as if they were in writing and signed by the parties. The parties further acknowledge that electronic communications are reliable, confidential, and secure means of communication.

You can contact CPD through the following method:

[EMAIL ID: INFO@CPD.NET.IN](mailto:INFO@CPD.NET.IN)

Your truly,