# Policy of Use

By visiting the Nearbuy Merchant Tools site (the "Site"), you accept these conditions. Please read them carefully. In addition, when you use any current or future nearbuy.com service or business, you also will be subject to the guidelines, terms and agreements applicable to such service or business.

These 'Policy of Use' 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.

#### **PRIVACY**

Please review our <u>Privacy Notice</u>, which also governs your visit to this Site, to understand our practices.

# **ELECTRONIC COMMUNICATIONS**

When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **COPYRIGHT**

All content included on this Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of nearbuy.com and is protected by India and international copyright laws. The compilation of all content on this Site is the exclusive property of nearbuy.com or its affiliates and protected by India and international copyright laws. All software used on this Site is the property of nearbuy.com, its affiliates or its software suppliers and protected by India and international copyright laws.

#### **TRADEMARKS**

Nearbuy.com, the nearbuy.com logo, Nearbuy India, and other marks indicated on our Site are trademarks of nearbuy.com or its affiliates in India and other countries. Other nearbuy.com graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of nearbuy.com or its affiliates. Nearbuy.com and its affiliates' trademarks and trade dress may not be used in connection with any product or service that is not nearbuy.com or its affiliates' as applicable, in any manner that is likely to cause confusion among users, or in any manner that disparages or discredits nearbuy.com or its affiliates. All other trademarks not owned by nearbuy.com or its affiliates that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by nearbuy.com or its affiliates.

### LICENSE AND SITE ACCESS

Nearbuy India Private Limited grants you a limited license to access and make personal use of this Site and not to download (other than page caching) or modify it. or any portion of it, except with express written consent of Nearbuy India Private Limited and / or its affiliates, as may be applicable. This license does not include any resale or commercial use of this site or its contents; any derivative use of this site or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Nearbuy India Private Limited and / or its affiliates, as may be applicable. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Nearbuy India Private Limited or its affiliates without their express written consent. You may not use any meta tags or any other "hidden text" utilizing Nearbuy India Private Limited's or its affiliates name or trademarks without their express written consent. Any unauthorized use terminates the permission or license granted by Nearbuy India Private Limited and / or its affiliates. You are granted a limited, non-assignable, revocable, and nonexclusive right to create a hyperlink to the home page of the Site so long as the link does not portray Nearbuy India Private Limited, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any logo or other proprietary graphic or trademark of Nearbuy India Private Limited or its affiliates as part of the link without their express written permission.

### YOUR ACTIVITY ON THE NEARBUY.COM SITE

Nearbuy.com or the Site is not intended for use by children. If you are a minor i.e. under the age of 18 years, you may use the Site and nearbuy.com only with involvement of a parent or guardian. Nearbuy.com and its affiliates reserve the right to refuse service, terminate accounts, or remove or edit content in their sole discretion.

You must not use the Site in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

You understand that you, and not nearbuy.com, are responsible for all electronic communications and content sent from your computer to us and you must use the Site for lawful purposes only and only in accordance with the applicable law.

You must not use the Site for any of the following:

- for fraudulent purposes, or in connection with a criminal offence or other unlawful activity.
- to send, use or reuse any material that is illegal, offensive, (including but not limited to material that is sexually explicit or which promotes racism, bigotry, hatred or physical harm), abusive, harassing, misleading, indecent, defamatory, disparaging, obscene or menacing; or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or objectionable or otherwise unlawful

in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam".

to cause annoyance, inconvenience or needless anxiety.

### YOUR LICENSE

If you submit material, and unless we indicate otherwise, you grant Nearbuy India Private Limited and its affiliates a nonexclusive, royalty-free, irrevocable, perpetual and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media for as long as you are permitted to grant the said licence under applicable law. You grant Nearbuy India Private Limited and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content or material that you post or submit or that you otherwise provide on or through the Site; that the content is accurate; that the content is lawful; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Nearbuy India Private Limited and its affiliates for all claims arising from content you supply. Nearbuy.com has the right but not the obligation to monitor and edit or remove any activity or content. Nearbuy India Private Limited takes no responsibility and assumes no liability for any content submitted by you or any third party.

### **COPYRIGHT COMPLAINTS**

Nearbuy India Private Limited and its affiliates respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes infringement of your intellectual property, please follow our Trademark and Copyright policy below.

### **SERVICES DESCRIPTION**

Nearbuy.com and its affiliates attempt to be as accurate as possible. However, nearbuy.com does not warrant that descriptions of or other content of this site is accurate, complete, reliable, current, or error-free. Also, your access to the Site may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction. Nearbuy.com provides links to other sites over which nearbuy.com has no control. Nearbuy.com is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products or other material on or available from such sites or resources.

### DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

This site is provided by nearbuy.com on an "as is" and "as available" basis. Nearbuy.com makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at

your sole risk. Nearbuy.com reserves the right to withdraw or delete any information from this site at any time in its discretion.

To the full extent permissible by applicable law, nearbuy.com disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Nearbuy.com does not warrant that this site, its servers, or e-mail sent from nearbuy.com are free of viruses or other harmful components. Nearbuy.com will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

### **APPLICABLE LAW**

By visiting this Site, you agree that the laws of India will govern these Policy of Use and any dispute of any sort that might arise between you and nearbuy.com or its affiliates.

### **DISPUTES**

Any dispute relating in any way to your visit to this Site shall be submitted to the exclusive jurisdiction of the courts at Delhi, India.

## SITE POLICIES, MODIFICATION AND SEVERABILITY

Please review our other policies on this Site. These policies also govern your visit to the Site. We reserve the right to make changes to our Site, policies, and these Policy of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

If you become a merchant on the nearbuy.com, your activities will be governed by the nearbuy.com Conditions of Use or those of the respective other nearbuy.com site and any other applicable policies or agreements.

### **OUR ADDRESS**

This Site is owned and operated by Nearbuy India Private Limited, Building No. 22, Mezzanine Floor, LSC, Pushp Vihar, Saket, New Delhi - 110062.