

INTELLECTUAL PROPERTY POLICY

Nitizenmart (as defined in the Terms & Conditions) respects all third party intellectual property. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please send an email voicing your concerns to our customer care address.

To facilitate and assist people and organizations protect their intellectual property rights and as a trust building exercise between Nitizenmart and its users, the Nitizenmart has put in place this Intellectual Property Policy ("IP Policy") to identify and remove infringing or unlicensed items and material listed on its Platform (as defined in the Terms & Conditions) when an owner of intellectual property reports such infringement to us. The IP Policy is made in compliance with the applicable Indian Laws.

1. INTELLECTUAL PROPERTY

For the purpose of this IP Policy, "Intellectual Property" includes the following:

- **"Trade Marks"** means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from of the others and may include service marks, logos, designs, trade dress, shape of goods, their packaging or combination of colours, as are duly registered and/or pending registration under the Trade Marks Act, 1999.
- **"Copyrights"** in, copyrighted works and copyrighted materials i.e. literary, dramatic or musical work or artistic work, owned, acquired or validly licensed to any person in terms of the Copyright Act, 1957.
- Other intellectual property rights legally valid and recognised in India such as trade secrets, proprietary know-how, any patentable or non-patentable inventions, discoveries or any modifications, adaptations, derivatives or improvements of each of the above.

ELIGIBILITY TO REPORT

If you are the owner/valid licensee of any Intellectual Property in any content ("IP Owner") available/uploaded on Platform without your consent, or you believe that your content has been copied/misused in any way that constitutes infringement of your Intellectual Property rights, you may report the same to Nitizenmart.

PROCEDURE TO REPORT IP RIGHT INFRINGEMENT

- IP Owner is required to email us specifying the allegedly infringing listings on Platform.
- Nitizenmart, on receipt of the Email, may satisfy itself with the (a) genuineness of the concern and (b) the veracity thereof. Basis the same, Nitizenmart may: Try to solve the issue and/or immediately delist the infringing products from the Platform; and/or block the relevant supplier/ reseller/ vendor/ merchant/ advertiser account from Platform and/or bar such supplier/ reseller/ vendor/ merchant/ advertiser from listing any products on Platform.

INDEMNITY

IP Owner understands that raising the IP Concern, the IP Owner grants to Nitizenmart, the right to inter alia forwarding the issue to the parties involved in the provision of the allegedly infringing content. You agree to indemnify Nitizenmart for all claims brought by a third party against Nitizenmart arising out of or in connection with the submission of the issue.

CONSEQUENCES OF INCOMPLETE/FRIVOLOUS REPORTING

- If the Notice Form is incomplete or Nitizenmart (at its sole discretion), that the Notice Form is frivolous and/or fake, Nitizenmart may not take any action as stated above and may, if it deems necessary, report to the relevant supplier/ reseller/ vendor/ merchant/ advertiser.
- If relevant supplier/ reseller/ vendor/ merchant/ advertiser believe that a report against it is frivolous, such relevant supplier/ reseller/ vendor/ merchant/ advertiser may intimate Nitizenmart about the same along with documentary proof thereof (“Counter Claim”).
- Nitizenmart may reactivate the account of such relevant supplier/ reseller/ vendor/ merchant/ advertiser and list the products on the Platform if Nitizenmart is satisfied, in its sole discretion, of the genuineness of such Counter Claim. Nitizenmart may require such supplier/ reseller/ vendor/ merchant/ advertiser to provide such information or documents, as it may deem fit for the said purpose.
- You acknowledge that Nitizenmart will exercise its discretion based on the documents and information provided by you and shall not independently verify the genuineness of your claim. Accordingly, Nitizenmart shall not be held liable in any manner for any act/omission, so far as Nitizenmart exercises reasonable and due diligence with respect to any issue and/or a Counter Claim.
- You acknowledge that Nitizenmart is not a statutory or judicial body and may act or omit to act basis the documents provided to it either by an alleged IP Owner or relevant supplier/ reseller/ vendor/ merchant/ advertiser. You accordingly, acknowledge that Nitizenmart shall not be liable for any such action or omission.

Important Notes:

1. Please provide documentary proof of ownership of Intellectual Property;
2. Please provide documentary proof supporting your claim (if any);
3. Please note that all documentary proof submitted along with this Notice/email should be “certified as true”.
4. Please note that the information and documents provided in the mail may be shared with the person who is alleged to have infringed your Intellectual Property.
5. Please note that the Nitizenmart reserves the sole right to take decision in this regard, as it may deem appropriate. Nitizenmart shall not be liable for act/omission on account of verifying any claim/document thereof.