

TERMS OF USE

"NITIZENMART" is a trademark of 'Nitizen Ventures (OPC) Pvt Ltd' "Nitizen", Founded in the Month of February 2023 under the able guidance of Mr. D. Puttaraju, NITIZENMART is a Unit of Nitizen Ventures (OPC) Pvt Ltd.

The domain name **www.nitizenmart.com** is owned by the Nitizen Ventures (OPC) Pvt Ltd. The Nitizen Ventures (OPC) Pvt Ltd holds a FSSAI license. Please feel free to reach out to us at our Customer Care helpline: 0816-4040892.

ACCEPTANCE OF TERMS

Thank you for using NITIZENMART. These Terms of Use (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the NITIZENMART website at www.nitizenmart.com (the "Site") and any related mobile or software applications ("NITIZENMART Platform") including but not limited to delivery of information via the website whether existing now or in the future that link to the Terms (collectively, the "Services").

These Terms are effective for all existing and future NITIZENMART customers. By accessing this site (hereinafter the "Marketplace"), you agree to be bound by the same and acknowledge that it constitutes an agreement between you and the Nitizen (hereinafter the "User Agreement"). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the NITIZENMART Platform is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

This document is published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries Guidelines) Rules, 2011. The User Agreement may be updated from time to time by the Nitizen without notice. It is therefore strongly recommended that you review the User Agreement, as available on the Marketplace, each time you access and/or use the Marketplace. The terms 'visitor(s)', 'user(s)', 'you' hereunder refer to the person visiting, accessing, browsing through and/or using the Marketplace at any point in time. Should you have need clarifications regarding the Terms of Use, please do write to us at support@nitizenmart.com.

SERVICES OVERVIEW

The Marketplace is a platform for domestic consumers to transact with third party sellers, who have been granted access to the Marketplace to display and offer products for sale through the Marketplace. For abundant clarity, the Nitizen does not provide any services to users other than providing the Marketplace as a platform to transact at their own cost and risk, and other services as may be specifically notified in writing.

The Nitizen is not and cannot be a party to any transaction between you and the third party sellers, or have any control, involvement or influence over the products purchased by you from such third party sellers or the prices of such products charged by such third-party sellers. The Nitizen therefore disclaims all warranties and liabilities associated with any products offered on the Marketplace. Services on the Marketplace are available to only select geographies in India, and are subject to restrictions based on business hours and days of third party sellers.

Transactions through the Marketplace may be subject to a delivery charge where the minimum order value is not met. You will be informed of such delivery charges at the stage of check-out for a transaction through the Marketplace. Transactions through the Marketplace may be subject to a convenience & safety fee. You will be informed of such convenience & safety fee at the stage of check-out for a transaction through the Marketplace.

ELIGIBILITY

Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including minors, insolvents etc. are not eligible to use/access the Marketplace. However, if you are a minor, i.e. under the age of 18 years, you may use/access the Marketplace under the supervision of an adult parent or legal guardian who agrees to be bound by these Terms of Use. You are however prohibited (even under provision) from purchasing any product(s) which is for adult consumption, the sale of which to minors is prohibited.

The Marketplace is intended to be a platform for end-consumers desirous of purchasing product(s) for domestic self-consumption. If you are a retailer, institution, wholesaler or any other business user, you are not eligible to use the Marketplace to purchase products from third-party sellers, who have been granted access to the Marketplace to display and offer their products for sale through the Marketplace.

The Nitizen, in its sole discretion and without liability, reserves the right to terminate or refuse your registration, or refuse to permit use/access to the Marketplace, if: (i) it is discovered or brought to notice that you do not conform to the eligibility criteria, or (ii) the Nitizen has reason to believe (including through evaluating usage patterns) that the eligibility criteria is not met/is violated by a user, or (iii) may breach the terms of this User Agreement.

In order to determine compliance with eligibility criteria, the Nitizen inter alia uses an algorithm and/or pre-determined criteria based technology and accordingly, from time to time, your usage may be restricted or blocked on account of overlap with such algorithms/predetermined criteria. In such cases, if you are a genuine domestic user of the Platform, please contact us for assistance.

LICENCE & ACCESS

The Nitizen grants you a limited sub-license to access and make personal use of the Marketplace, but not to download (other than page caching) or modify it, or any portion of it, except with express prior written consent of the Nitizen. Such limited sublicense does not include/permit any resale or commercial use of the Marketplace or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Marketplace or its contents; any downloading or copying of information for the benefit of another third party; or any use of data mining, robots, or similar data gathering and extraction tools.

The Marketplace or any portion of the Marketplace may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express prior written consent of the Nitizen.

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 the Marketplace or of the Nitizen and/or its affiliates without the express prior written consent of the Nitizen.

You may not use any Meta tags or any other “hidden text” utilizing the Nitizen’s name or trademarks without the express prior written consent of the Nitizen.

You shall not attempt to gain unauthorized access to any portion or feature of the Marketplace, or any other systems or networks connected to the Marketplace or to any server, computer, network, or to any of the services offered on or through the Marketplace, by hacking, ‘password mining’ or any other illegitimate means. You hereby agree and undertake not to host, display, upload, modify, publish, transmit, update or share any information which:

- Belongs to another person and to which you do not have any right;
- Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- Harms minors in any way;
- Infringes any patent, trademark, copyright or another proprietary/intellectual property right;
- Violates any law for the time being in force;
- Deceives or misleads the addressee about the origin of such messages communicates any information which is grossly offensive or menacing in nature;
- Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the

ACCOUNT & REGISTRATION OBLIGATIONS

All users must register and log in for placing orders on the Marketplace. You must keep your account and registration details current and correct for all communications related to your purchases from the Marketplace. By agreeing to the Terms of Use, you agree to receive promotional or transactional communication and newsletters from the Nitizen and its partners. You can opt out from such communication and/or newsletters either by contacting the customer services team of Marketplace or by placing a request for the same.

As part of the registration process on the Marketplace, the Nitizen may collect the following personally identifiable information about you, including but not limited to name, email address, age, address, mobile phone number, and other contact details, demographic profile (like your age, gender, occupation, education, address etc.) and information about the pages on the Marketplace you visit/access, the links you click on the Marketplace, the number of times you access a particular page/feature and any such information. Information collected about you is subject to the privacy policy of the Nitizen (www.nitizenmart.com), which is incorporated in these Terms of Use by reference.

PRICING

The Nitizen aims to ensure that prices of all products offered for sale are true and correct. However, from time to time, the prices of certain products may not be current or may be inaccurate on account of technical issues, typographical errors or incorrect product information provided to the Nitizen by third-party sellers. In each such case, notwithstanding anything to the contrary, the Nitizen reserves the right to cancel the order without any further liability.

Subject to the foregoing, the price mentioned at the time of ordering a product shall be the price charged at the time of delivery, provided that no product offered for sale on the Marketplace will be sold at a price higher than its MRP (maximum retail price).

ADVERTISING

Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information. The manner, mode and extent of advertising by NITIZENMART on the Services are subject to change without specific notice to you. In consideration for NITIZENMART granting you access to and use of the Services, you agree that NITIZENMART may place such advertising on the Services.

Part of the site may contain advertising information or promotional material or other material submitted to NITIZENMART by third parties or Customers. Responsibility for ensuring that material submitted for inclusion on the Marketplace and / or NITIZENMART Platform complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than NITIZENMART found on or through the Marketplace and / or NITIZENMART Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely between you and such advertiser.

DISCLAIMERS

You acknowledge and undertake that you are accessing the services on the website and transacting at your own risk and are using your best and prudent judgement before entering into any transactions. The Nitizen makes best efforts to display available products, including in respect of their colour, size, shape and appearance, as accurately as possible. However, the actual colour, size, shape and appearance may have variations from the depiction on your mobile/computer screen.

The Nitizen does not make any representation or warranties in respect of the products available on the Marketplace nor does the Nitizen implicitly or explicitly support or endorse the sale or purchase of any products on the Marketplace. The Nitizen accepts no liability for any error, inaccuracy or omission of third parties or for information/inputs received from third parties and provided to you through the Marketplace or otherwise.

You acknowledge and agree that the Nitizen shall not, at any time, have any right, title or interest to any product(s), which is subject to a bipartite sale and purchase contract between you and the relevant third party seller. The Nitizen ~~does not have any control over the quality, failure to provide or any other aspect whatsoever of the product(s) and is~~

REVIEWS, FEEDBACK, SUBMISSIONS

All reviews, comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered on the Marketplace or otherwise disclosed, submitted or offered in connection with use of the Marketplace (collectively, the Comments) shall be and remain the property of the Nitizen. Such disclosure, submission or offer of any Comments shall constitute an assignment to the Nitizen of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, the Nitizen shall exclusively own all such rights, titles and interests in the Comments and shall not be limited in any way in its use, commercial or otherwise.

The Nitizen will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from any Comments, and publish, display and distribute any Comments submitted for any purpose whatsoever without restriction and without compensating the user in any way. The Nitizen is and shall be under no obligation to:

- maintain any Comments in confidence; or
- pay compensation for any Comments; or
- Respond to any Comments.

You agree that any Comments submitted by you on the Marketplace will not violate the Terms of Use or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you on the Marketplace will be or contain libellous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mails or any form of 'spam'. The Nitizen does reserve the right (but assumes no obligation) to monitor, edit and/or remove any Comments submitted on the Marketplace. You hereby grant the Nitizen the right to use names that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are, and shall remain, responsible for the content of any Comments you make and you agree to indemnify the Nitizen and its affiliates against all claims, loss and liabilities resulting from any Comments you submit.

Further, any reliance placed on Comments available on the Marketplace from a third party shall be at your sole risk and expense.

OBJECTIONABLE MATERIAL

You understand that by using the Marketplace or any services provided on the Marketplace, you may encounter content that may be deemed by some to be offensive, indecent, or objectionable, which content may or may not be identified as such. You agree to use the Marketplace and any service at your sole risk and that to the fullest extent permitted under applicable law, the Nitizen and its affiliates shall have no liability to you for any content that may be deemed offensive, indecent, or objectionable to you.

INDEMNITY

You agree to defend, indemnify and hold harmless the Nitizen, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon a breach of any warranty, representation or undertaking in this User Agreement, or arising out of a violation of any applicable law (including but not limited in relation to intellectual property rights, payment of statutory dues and taxes, claims of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights). This clause shall survive the expiry or termination of this User Agreement.

LIMITATION OF LIABILITY

The aggregate liability of the Nitizen, if any, that is established and ordered by a court of competent jurisdiction pursuant to a claim, shall in no event extend beyond refund of the money charged from a user for purchases made pursuant to an order under which such liability has arisen and been established.

It is acknowledged and agreed that notwithstanding anything to the contrary, the Nitizen shall not be liable, under any circumstances, whether in contract or in tort, for any indirect, special, consequential or incidental losses or damages,