

MobiShop Terms of Use

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.MobiShop.co.in Website & Mobile phone Software.

The domain name www.MobiShop.co.in (hereinafter referred to as "Website") is owned by Unique Consumer Services Private Limited a company incorporated under the Companies Act, 1956 with its registered office at D-701, Gokul Residency, Thakur Village, Kandivali (E), Mumbai - 400101, Maharashtra, India (hereinafter referred to as "MobiShop").

Your use of the Website & Mobile phone Software and services and tools are governed by the following terms and conditions ("**Terms of Use**") as applicable to the Website & Mobile phone Software including the applicable policies which are incorporated herein by way of reference. If You transact on the Website & Mobile phone Software, You shall be subject to the policies that are applicable to the Website & Mobile phone Software for such transaction. By mere use of the Website & Mobile phone Software, You shall be contracting with Unique Consumer Services Private Limited and these terms and conditions including the policies constitute Your binding obligations, with MobiShop.

For the purpose of these Terms of Use, wherever the context so requires "**You**" or "**User**" shall mean any natural or legal person who has agreed to become a buyer on the Website & Mobile phone Software by providing Registration Data while registering on the Website & Mobile phone Software as Registered User using the computer systems and or mobile phone. MobiShop allows the User to surf the Website or making purchases without registering on the Website & Mobile phone Software. The term "**We**", "**Us**", "**Our**" shall mean Unique Consumer Services Private Limited.

When You use any of the services provided by Us through the Website & Mobile phone Software, including but not limited to, (e.g. Product Reviews, Seller Reviews), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this 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. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website & Mobile phone Software 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 Website & Mobile phone Software.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by MobiShop Policies ((including but not limited to Privacy Policy available on </s/privacy> policy) as amended from time to time.

Membership Eligibility

Use of the Website & Mobile phone Software is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website & Mobile phone Software. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the MobiShop Website & Mobile phone Software and shall not transact on or use the Website & Mobile phone Software. As a minor if you wish to use or transact on Website & Mobile phone Software, such use or transaction may be made by your legal guardian or parents on the Website & Mobile phone Software. MobiShop reserves the right to terminate your membership and / or refuse to provide you with access to the Website & Mobile phone Software if it is brought to MobiShop's notice or if it is discovered that you are under the age of 18 years.

Your Account and Registration Obligations

If You use the Website & Mobile phone Software, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website & Mobile phone Software and refuse to provide You with access to the Website & Mobile phone Software.

Communications

When You use the Website & Mobile phone Software or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

Platform for Transaction and Communication

The Website & Mobile phone Software is a platform that Users utilize to meet and interact with one another for their transactions. MobiShop is not and cannot be a party to or control in any manner any transaction between the Website & Mobile phone Software's Users.

Henceforward:

1. All commercial/contractual terms are offered by and agreed to between Buyers and Sellers alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. MobiShop does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.

2. MobiShop does not make any representation or Warranty as to specifics (such as quality, value, salability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Website & Mobile phone Software. MobiShop does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Website & Mobile phone Software. MobiShop accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

3. MobiShop is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. MobiShop cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction concluded on the Website & Mobile phone Software. MobiShop shall not and is not required to mediate or resolve any dispute or disagreement between Buyers and Sellers.

4. MobiShop does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Website & Mobile phone Software and use Your best judgment in that behalf.

5. MobiShop does not at any point of time during any transaction between Buyer and Seller on the Website & Mobile phone Software come into or take possession of any of the products or services offered by Seller nor does it at any point gain title to or have any rights or claims over the products or services offered by Seller to Buyer.

6. At no time shall MobiShop hold any right, title or interest over the products nor shall MobiShop have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers. MobiShop is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

7. The Website & Mobile phone Software is only a platform that can be utilized by Users to reach a larger base to buy and sell products or services. MobiShop is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Seller and the Buyer.

At no time shall MobiShop hold any right, title or interest over the products nor shall MobiShop have any obligations or liabilities in respect of such contract.

MobiShop is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

8. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the seller(s) that You transact with.

Disclaimer: Pricing on any product(s) as is reflected on the Website & Mobile phone Software may due to some technical issue, typographical error or product information published by seller may be incorrectly reflected and in such an event seller may cancel such your order(s).

9. You release and indemnify MobiShop and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website & Mobile phone Software and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, MobiShop cannot take responsibility or control the information provided by other Users which is made available on the Website & Mobile phone Software. You may find other User's information to be offensive, harmful,

inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Website & Mobile phone Software.

Please note that there could be risks in dealing with underage persons or people acting under false pretence.

Charges

APPLICATION PRICE

Type of Application	Price (Rs.)
Customer	Free
Shopkeeper	Free
Agent	Free
Service Provider	Free
Delivery Boy	Free

REGISTRATION FEE

Type of Application	Price (Rs.)
Customer	Free
Shopkeeper	3000 One time. Non refundable.
Agent	Free
Service Provider	Free
Delivery Boy	Free

SHOPKEEPER SERVICE CHARGES

Type of Services	Price (Rs.)
QR Code service	0.05 paise per hundred
Financial Statements service	0.10 paise per hundred paise per hundred or Rs.1500/- per month whichever is higher.
Delivery Boy Service	2.00

CUSTOMER SERVICE CHARGES

Type of Taxes	Price (Rs.)
Service Tax	12.36 maximum Rs.1/- per bill.

Customer will pay on each purchase to shopkeeper. Shopkeeper has to return it to the company on monthly basis.

SERVICE PROVIDER SERVICE CHARGES

Type of Taxes	Price %
Service charges	2% of billing amount (sales if any excluded)

COMMISSION ON SHOPKEEPER APPLICATION ACTIVATION

Stage	Minimum number of shopkeeper application activation	Minimum Number of New agent activation	COMMISSION %
AREA MANAGER	----	----	0.75%
TEAM EXECUTIVE	----	----	3.50%
SALES EXECUTIVE	----	----	14%
AGENT (NEW JOINING)	80	15	30%

* Commission on each shopkeeper application activation will be calculated as per rate given above and distributed to up line ranks

INCENTIVE

Monthly Net Amount can be arrived after deduction of total expenses from total receipts. Gross Incentive amount calculated after multiplying given percentage to Net amount. Calculated Gross Incentive will be paid in the following manner.

- 1) Calculate Incentive payable to each eligible agent. If available Gross Incentive amount is less than the total of amount mentioned in rule 9 of eligible agent, then equal amount will be paid to each eligible agent.
- 2) If balance remains after deduction of amount calculated as per number one above, calculate Special Incentive payable to each eligible agent. If available amount is less than the total of amount mentioned in rule 9 of eligible agent, then equal amount will be paid to each eligible agent.
- 3) If balance remains after deduction of amount calculated as per number two above, calculate Bonus Incentive payable to each eligible agent. If available amount is less than the total of amount mentioned in rule 5 of eligible agent, then equal amount will be paid to each eligible agent.

RULES FOR INCENTIVE CALCULATION

Calculation of Incentive

- 1) Agent must activate new 80 shopkeeper application within 160 day's form joining as Agent. Out of active shopkeeper 50% shopkeeper must avail delivery boy service.
- 2) Agent must activate new 800 customers within 200 day's form joining as Agent.
- 3) You must activate 15 new agent registrations within 30 day's from joining you as Agent.
- 4) Each agent, activated by you, must activate new 30 shopkeeper application within 100 day's of your joining.
- 5) You must activate new 40 service provider application within 200 day's of your joining.
- 6) Minimum 75 Shopkeeper account must be active while calculation of incentive every month.
- 7) Minimum 50% of Service provider account must be active while calculation of incentive every month.
- 8) Incentive false due from the month of first fulfilling the above Seven conditions.
- 9) Incentive per month cannot exceed Rs.50,000/-
- 10) Incentive payable till the age of 70.
- 11) Incentive will be discontinued on termination of account, death of account holder.

RULES FOR SPECIAL INCENTIVE CALCULATION

Calculation of Special Incentive

- 1) Agent must activate new 80 shopkeeper. Out of active shopkeeper 50% shopkeeper must avail delivery boy service.
- 2) Agent must activate new 800 customers.
- 3) You must activate 15 new agent registrations.
- 4) Each agent, activated by you, must activate new 30 shopkeeper application.

- 5) You must activate new 40 service provider application.
- 6) Minimum 75 Shopkeeper account must be active while calculation of incentive every month.
- 7) Minimum 50% of Service provider account must be active while calculation of incentive every month.
- 8) Incentive false due from the month of first fulfilling the above Seven conditions.
- 9) Incentive per month cannot exceed Rs.5,000/-
- 10) Incentive payable till the age of 70.
- 11) Incentive will be discontinued on termination of account, death of account holder.
- 12) Agent's eligible for incentive will not get special incentive.

RULES FOR BONUS INCENTIVE CALCULATION

Calculation of Bonus Incentive

- 1) You must activate 240 new agent application in three stages (i.e.1,15,225) within 45 day's from joining you as Agent.
- 2) Minimum 90% Shopkeeper accounts must be active while calculation of bonus incentive.
- 3) Minimum 70% of Service provider accounts must be active while calculation of bonus incentive.
- 4) Bonus Incentive false due from the month of first fulfilling the above Three conditions.
- 5) Bonus Incentive per month cannot exceed Rs.2,50,000/-
- 6) Bonus Incentive payable till the age of 70.
- 7) Bonus Incentive will be discontinued on termination of account, death of account holder.

MobiShop reserves the right to change its Fee Policy from time to time. In particular, MobiShop may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website & Mobile phone Software. In such an event MobiShop reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Website & Mobile phone Software and such changes shall automatically become effective immediately after they are posted on the Website & Mobile phone Software. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to Unique Consumer Services Private Limited.

Use of the Website & Mobile phone Software

You agree, undertake and confirm that Your use of Website & Mobile phone Software shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:

(a) belongs to another person and to which You does not have any right to;

(b) 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; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

(c) is misleading in any way;

(d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

(e) harasses or advocates harassment of another person;

(f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";

(g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

(h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];

(i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

(j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

(k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

(l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

(m) contains video, photographs, or images of another person (with a minor or an adult).

(n) tries to gain unauthorized access or exceeds the scope of authorized access to the Website & Mobile phone Software or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website & Mobile phone Software or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

(o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website & Mobile phone Software. Throughout this Terms of Use, MobiShop's prior written consent means a communication coming from MobiShop's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;

(p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;

(q) interferes with another USER's use and enjoyment of the Website & Mobile phone Software or any other individual's User and enjoyment of similar services;

(r) refers to any Website & Mobile phone Software or URL that, in Our sole discretion, contains material that is inappropriate for the Website & Mobile phone Software or any other Website &

Mobile phone Software, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

(s) harm minors in any way;

(t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;

(u) violates any law for the time being in force;

(v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(w) impersonate another person;

(x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer & mobile phone programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

(y) 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 cognizable offence or prevents investigation of any offence or is insulting any other nation.

(z) shall not be false, inaccurate or misleading;

(aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

(ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website & Mobile phone Software or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website & Mobile phone Software or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website & Mobile phone Software. We reserve Our right to bar any such activity.

3. You shall not attempt to gain unauthorized access to any portion or feature of the Website & Mobile phone Software, or any other systems or networks connected to the Website & Mobile phone Software or to any server, mobile phone, computer, network, or to any of the services offered on or through the Website & Mobile phone Software, by hacking, password "mining" or any other illegitimate means.

4. You shall not probe, scan or test the vulnerability of the Website & Mobile phone Software or any network connected to the Website & Mobile phone Software nor breach the security or authentication measures on the Website & Mobile phone Software or any network connected to the Website & Mobile phone Software. You may not reverse look-up, trace or seek to trace any

information on any other User of or visitor to Website & Mobile phone Software, or any other customer, including any account on the Website & Mobile phone Software not owned by You, to its source, or exploit the Website & Mobile phone Software or any service or information made available or offered by or through the Website & Mobile phone Software, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website & Mobile phone Software.

5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms MobiShop, MobiShop.co.in, or otherwise engage in any conduct or action that might tarnish the image or reputation, of MobiShop or sellers on platform or otherwise tarnish or dilute any MobiShop's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website & Mobile phone Software or MobiShop's systems or networks, or any systems or networks connected to MobiShop.

6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website & Mobile phone Software or any transaction being conducted on the Website & Mobile phone Software, or with any other person's use of the Website & Mobile phone Software.

7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website & Mobile phone Software or any service offered on or through the Website & Mobile phone Software. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

8. You may not use the Website & Mobile phone Software or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of MobiShop and / or others.

9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

10. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website & Mobile phone Software.

11. From time to time, You shall be responsible for providing information relating to the products or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Users in any manner.

12. You shall not engage in advertising to, or solicitation of, other Users of the Website & Mobile phone Software to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website & Mobile phone Software or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website & Mobile phone Software. It shall be a violation of these Terms of Use to use any information obtained from the Website & Mobile phone Software in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website & Mobile phone Software) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

We reserve the right, but has no obligation, to monitor the materials posted on the Website & Mobile phone Software. MobiShop shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE & MOBILE PHONE SOFTWARE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect MobiShop views. In no event shall MobiShop assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website & Mobile phone Software. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

13. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website & Mobile phone Software, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website & Mobile phone Software.

14. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website & Mobile phone Software and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Website & Mobile phone Software, and that the recipient may use such information to harass or injure You. We does not approve of such unauthorized uses, but by using the Website & Mobile phone Software You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website & Mobile phone Software. Please carefully select the

type of information that You publicly disclose or share with others on the Website & Mobile phone Software.

15. MobiShop shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

Contents Posted on Site

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"), is a third party user generated content and MobiShop has no control over such third party user generated content as MobiShop is merely an intermediary for the purposes of this Terms of Use.

Except as expressly provided in these Terms of Use, no part of the Website & Mobile phone Software and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website & Mobile phone Software or other medium for publication or distribution or for any commercial enterprise, without MobiShop's express prior written consent.

You may use information on the products and services purposely made available on the Website & Mobile phone Software for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

You shall be responsible for any notes, messages, emails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Website & Mobile phone Software (collectively, "Content"). Such Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide. You agree that any Content You post may be used by us, consistent with Our Privacy Policy and Rules of Conduct on Site as mentioned herein, and You are not entitled to any payment or other compensation for such use.

Privacy

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at </s/privacypolicy>. If You object to Your Information being transferred or used in this way please do not use Website & Mobile phone Software.

We and our affiliates will share / sell / transfer / license / convey some or all of your personal information with another business entity should we (or our assets) plan to merge with or are acquired by that business entity, or re-organization, amalgamation, restructuring of business or for any other reason whatsoever. Should such a transaction or situation occur, the other business entity or the new combined entity will be required to follow the privacy policy with respect to your personal information. Once you provide your information to us, you provide such information to us and our affiliate and we and our affiliate may use such information to provide you various services with respect to your transaction whether such transaction are conducted on www.MobiShop.co.in or with third party merchant's or third party merchant's Website & Mobile phone Software.

Disclaimer of Warranties and Liability

This Website & Mobile phone Software, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, MobiShop does not warrant that:

- This Website & Mobile phone Software will be constantly available, or available at all; or
- The information on this Website & Mobile phone Software is complete, true, accurate or non-misleading.

MobiShop will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website & Mobile phone Software. MobiShop does not warrant that this site; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Website & Mobile phone Software; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

Nothing on Website & Mobile phone Software constitutes, or is meant to constitute, advice of any kind. All the Products sold on Website & Mobile phone Software are governed by different state laws and if Seller is unable to deliver such Products due to implications of different state laws, Seller will return or will give credit for the amount (if any) received in advance by Seller from the sale of such Product that could not be delivered to You.

You will be required to enter a valid phone number while placing an order on the Website & Mobile phone Software. By registering Your phone number with us, You consent to be contacted by Us via phone calls and/or SMS notifications, in case of any order or shipment or delivery related updates. We will not use your personal information to initiate any promotional phone calls or SMS.

Selling

As a registered seller, you are allowed to list item(s) for sale on the Website & Mobile phone Software in accordance with the Policies which are incorporated by way of reference in this Terms of Use. You must be legally able to sell the item(s) you list for sale on our Website & Mobile phone Software. You must ensure that the listed items do not infringe upon the intellectual property, trade

secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All listed items must be listed in an appropriate category on the Website & Mobile phone Software. All listed items must be kept in stock for successful fulfilment of sales.

The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amounts that you may have received from the Buyer. You agree not to list a single product in multiple quantities across various categories on the Website & Mobile phone Software. MobiShop reserves the right to delete such multiple listings of the same product listed by you in various categories.

Services

Payment

While availing any of the payment method/s available on the Website & Mobile phone Software, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

Lack of authorization for any transaction/s, or

1. Exceeding the preset limit mutually agreed by You and between "Bank/s", or
2. Any payment issues arising out of the transaction, or
3. Decline of transaction for any other reason/s

All payments made against the purchases/services on Website & Mobile phone Software by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Website & Mobile phone Software will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website & Mobile phone Software.

Before shipping / delivering your order to you, Seller may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by you for your purchase. This is done in the interest of providing a safe online shopping environment to Our Users.

Further:

1. Transactions, Transaction Price and all commercial terms such as Delivery, Dispatch of products and/or services are as per principal to principal bipartite contractual obligations between Buyer and Seller and payment facility is merely used by the Buyer and Seller to facilitate the completion of the Transaction. Use of the payment facility shall not render MobiShop liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the products and /or services listed on MobiShop's Website & Mobile phone Software.

2. You have specifically authorized MobiShop or its service providers to collect, process, facilitate and remit payments and / or the Transaction Price electronically or through Cash on Delivery to and from other Users in respect of transactions through Payment Facility. Your relationship with MobiShop is on a principal to principal basis and by accepting these Terms of Use you agree that MobiShop is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed on MobiShop's Website & Mobile phone Software that are

paid for by using the Payment Facility. MobiShop does not guarantee the identity of any User nor does it ensure that a Buyer or a Seller will complete a transaction.

3. You understand, accept and agree that the payment facility provided by MobiShop is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through Cash On Delivery, collection and remittance facility for the Transactions on the MobiShop Website & Mobile phone Software using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment Facility, MobiShop is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.

Payment Facility for Buyers:

- You, as a Buyer, understand that upon initiating a Transaction You are entering into a legally binding and enforceable contract with the Seller to purchase the products and /or services from the Seller using the Payment Facility, and You shall pay the Transaction Price through Your Issuing Bank to the Seller using Payment Facility.
- You, as a Buyer, may agree with the Seller through electronic communication and electronic records and using the automated features as may be provided by Payment Facility on any extension / increase in the Dispatch and/or Delivery time and the Transaction shall stand amended to such extent. Any such extension / increase of Dispatch / Delivery time or subsequent novation / variation of the Transaction should be in compliance with Payment Facility Rules and Policies.
- You, as a Buyer, shall electronically notify Payment Facility using the appropriate MobiShop Website & Mobile phone Software features immediately upon Delivery or non Delivery within the time period as provided in Policies. Non notification by You of Delivery or non Delivery within the time period specified in the Policies shall be construed as a deemed Delivery in respect of that Transaction. In case of Cash On Delivery transactions, Buyer is not required to confirm the receipt of products or services.
- You, as a Buyer, shall be entitled to claim a refund of the Transaction Price (as Your sole and exclusive remedy) in case You do not receive the Delivery within the time period agreed in the Transaction or within the time period as provided in the Policies, whichever is earlier. In case you do not raise a refund claim using Website & Mobile phone Software features within the stipulated time than this would make You ineligible for a refund.
- You, as a Buyer, understand that the Payment Facility may not be available in full or in part for certain category of products and/or services and/or Transactions as mentioned in the Policies and hence You may not be entitled to a refund in respect of the Transactions for those products and /or services
- Except for Cash On Delivery transaction, refund, if any, shall be made at the same Issuing Bank from where Transaction Price was received.
- For Cash On Delivery transactions, refunds, if any, will be made via demand draft in favour of the Buyer (As per registration details provided by the Buyer)
- Refund shall be made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.
- For electronics payments, refund shall be made through payment facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).

- Refund shall be conditional and shall be with recourse available to MobiShop in case of any misuse by Buyer.
- Refund shall be subject to Buyer complying with Policies.

4. MobiShop reserves the right to impose limits on the number of Transactions or Transaction Price which MobiShop may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

5. MobiShop reserves the right to refuse to process Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with MobiShop or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

6. MobiShop may do such checks as it deems fit before approving the receipt of/Buyers commitment to pay (for Cash On Delivery transactions) Transaction Price from the Buyer for security or other reasons at the discretion of MobiShop. As a result of such check if MobiShop is not satisfied with the creditability of the Buyer or genuineness of the Transaction / Transaction Price, it will have the right to reject the receipt of / Buyers commitment to pay Transaction Price.

7. MobiShop may delay notifying the payment confirmation i.e. informing Seller to Dispatch, if MobiShop deems suspicious or for Buyers conducting high transaction volumes to ensure safety of the Transaction and Transaction Price. In addition, MobiShop may hold Transaction Price and MobiShop may not inform Seller to Dispatch or remit Transaction Price to law enforcement officials (instead of refunding the same to Buyer) at the request of law enforcement officials or in the event the Buyer is engaged in any form of illegal activity.

8. The Buyer and Seller acknowledge that MobiShop will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond control of MobiShop.

Compliance with Laws:

9. Buyer and Seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and MobiShop Website & Mobile phone Software.

Buyer's arrangement with Issuing Bank:

10. All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.

11. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

30 Day Replacement Guarantee*

The 30 Day Replacement Guarantee seeks to assist Buyers who have been defrauded by qualified sellers on the Website & Mobile phone Software. If at the time of delivery and/or within 30 days from the date of delivery of the product/s, if any defect is found, then the buyer of the product/s can ask for replacement of the product/s from the seller subject to the following terms and conditions:

1. Notify seller of any defects in the product/s at the time of delivery of the product/s and/or within 30 days from the date of delivery and the same product/s will be replaced in return of the defective product/s.
2. Replacement can be for the entire product/s or part/s of the product subject to availability of the same with the seller.

Following products shall not be eligible for return or replacement:

- Damages due to misuse of product;
- Incidental damage due to malfunctioning of product;
- Any consumable item which has been used/installed;
- Products with tampered or missing serial/UPC numbers;
- Digital products/services (MS music downloads)
- Any damage/defect which are not covered under the manufacturer's warranty
- Any product that is returned without all original packaging and accessories, including the box, manufacturer's packaging if any, and all other items originally included with the product/s delivered;
- Jewellery which is 'made to order' on customer's request

On Clothing, Footwear and Jewellery, qualified sellers accept 30 day exchange subject to the following conditions:

Clothes and footwear are not used (other than for trial), altered, washed, soiled or damaged in any way.

Original tags and packaging should be intact. For items that come in branded packaging, the box should be undamaged.

'Made to order' jewellery, Innerwear, lingerie, socks and clothing freebies are not covered under the return policy.

Damaged or defective clothing and footwear products are meanwhile covered by the 30 Day Replacement Guarantee.

If MobiShop has suspicion or knowledge, that any of its buyers and sellers are involved in any activity that is intended to provide claims or information that is false, misleading or not genuine, then MobiShop may while reserving its rights to initiate civil and/or criminal proceedings against member may also at its sole discretion suspend, block, restrict, cancel the Display Name of such

buyer and seller and /or disqualify that user and any related users from availing protection through this program.

MobiShop reserves its right to initiate civil and/or criminal proceedings against a user who, files a invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, MobiShop may at its sole discretion suspend, block, restrict, cancel the Display Name [and its related Display Names] of such user and/or disqualify that user and any related users from availing protection through this program. Any person who, knowingly and with intent to injure, defraud or deceive, files a Fraudulent Complaint containing false, incomplete, or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the law.

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3. No Reverse Engineering

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the MobiShop Mobile Phone Software, whether in whole or in part, or create any derivative works from or of the MobiShop Mobile Phone Software.

Updates

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CCAvenue Payment Gateway Users

Payment Gateway/ Net Banking Disclaimer

All the payments made by the user of the MobiShop online services may be made using the CCAvenue Payment Gateway hosted by CCAvenue's designated bank. The Payment Gateway/ Internet Banking service is provided to you in order to facilitate the payment procedures using the online services provided by the MobiShop. By using these services, of the payment gateway, you expressly agree that your use of this online payment service is entirely at your own risk.

Transaction Process /Refund Policy:

The procedure adopted for online payment is as follows:

1. An applicant prepares a draft of completed form/set of forms and goes for payment where a unique transaction number is generated by the MobiShop portal and is forwarded to payment gateway along with requisite amount of fee.
2. At the payment gateway, the user is asked to choose a payment option and the bank.
3. For all the transactions where success status is received from the payment gateway, an acknowledgement gets generated at the MobiShop portal. For transactions that are unsuccessful at payment gateways, if the amount is debited from the users bank account and payment gateway shows unsuccessful transaction then in such cases, the amount will be refunded by the payment gateway to the users bank account.
4. In case where the transaction has been unsuccessful, the users are advised to wait for at least 30 minutes before re-attempting the transactions. Users are also advised to ensure that the payment gateway shows the status as "unsuccessful" against the previous attempt, to avoid multiple payments against the same set of applications.
5. In case the "acknowledgement" is not generated against a "successful" transaction and the payment gateway shows "Success", then there is no need to make another payment for the same set of applications. In case a user makes second or any further payment with respect to "successful" transaction of same form/set of forms, no amount would be refunded by MobiShop.

Limitation of Liability

MobiShop has made this service available to the users as a matter of convenience. MobiShop expressly disclaims any claim or liability arising out of the provision of this service. By using this service, you expressly agree and acknowledge that you shall be solely responsible for your conduct and that MobiShop reserves the right to terminate your rights to use the service immediately. MobiShop shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data or other intangible losses arising out of or in connection with use of the Payment Gateway.

MobiShop assumes no liability whatsoever for any monetary or other damage suffered by the user on account of:

(i) the delay, failure or interruption of portal/ payment gateway services, or corruption of any data or other information transmitted in connection with use of the Payment Gateway/ Internet Banking;

(ii) By using these services, you agree, understand and confirm that personal data including without limitation details relating to debit card/credit card/ Net Banking transmitted over the internet is susceptible to misuse, theft and/or fraud and that MobiShop has no control over such matters. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by you, MobiShop does not represent or guarantee that the use of the payment gateway/ Internet Banking will not result in theft and/or unauthorized use of data over the internet.

Debit/Credit card / Net banking details

The debit/credit card/ Net banking details provided by you for use of the Payment Gateway/ Internet Banking will be correct and accurate and you shall not use a debit/credit card/ Net Banking which is not lawfully owned by you. The user further agrees and undertakes to provide correct and valid debit/credit card / Net Banking details.

In default of the above conditions MobiShop shall be entitled to recover the amount of transaction from the user against whom the credit / debit card/ Net banking has been used. Further, MobiShop also reserves the right to initiate any legal action for recovery of cost / penalty or any other punitive measure, as it may deem fit.

Contact Us

Please [contact us](#) for any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Website & Mobile phone Software.

Grievance officer

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:-

Miss. Sushila Lad
Unique Consumer Services Private Limited
Phone: +91- 094-22584764
Email: grievance.officer@MobiShop.co.in
Time: Mon - Sat (10:00 - 18:00)