
Last Updated: [Month] [Date], [Year], you can refer the previous version [here](#) [\[insert the link of the previous version\]](#)

Welcome to www.xxxxxxx.com, an e-commerce platform provided by Global Direct Ventures Pvt. Ltd., a company incorporated under the laws of [\[Country/State\]](#), with its registered office at [\[Company Address\]](#) (herein referred to as “Company”). By accessing and using this platform, you agree to comply with and be bound by the following Terms and Conditions, which govern the relationship between you, the buyer, and the retailer offering goods or services through the platform. These Terms and Conditions also clarify the role of the Company as a facilitator of the transaction between you and the retailer.

For the purposes of these Terms and Conditions, the terms “we,” “our,” and “us” refer to the Company, and the terms “you” and “your” refer to any person or entity who accesses or uses the platform to browse, purchase, or engage in any transaction with a retailer.

The Company provides an online platform (“Platform”) that allows third-party retailers or resellers (“Retailers”) to display, advertise, and sell products and services to users of the Platform. It is important to note that the Company is not a party to the sales contract between you and the Retailer. Our role is strictly limited to providing the infrastructure and technology necessary to facilitate such transactions. The actual contract for the purchase of goods or services is solely between you, the buyer, and the Retailer.

While we strive to ensure a secure and reliable platform, the Company does not assume responsibility for the products or services offered by Retailers on the Platform, nor do we guarantee the quality, safety, legality, or accuracy of the items listed by Retailers. All issues related to product warranties, returns, refunds, and any other transaction-related matters should be directed to the Retailer from whom you made the purchase.

Privacy

Please carefully review our Privacy Policy [\[insert the link to Privacy Policy\]](#), and other policies [\[insert the link to other Policy\]](#), which governs your access to and use of the Services as amended from time to time.

1. DEFINITION

- a. “Acceptance of Terms” means by using the Services, the User agrees to be bound by the terms of this Agreement.
- b. “Applicable Laws” means applicable national, municipal, regional, state or local laws, statues, treaties, ordinances, rules, regulations, judgments, decrees, law, code, binding case law, or orders of legislative, judicial, administrative, governmental, regulatory or standards body, agency or authority of any kind.
- c. “COD Payments” means when the User choose the COD payment option, will be required to pay the full purchase price in cash to the delivery person upon receipt of the products.
- d. “Force Majeure” means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of, or problems with the internet, or a part of the internet, power failures, industrial disputes affecting any third party, hacking, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars, pandemic).
- e. “Intellectual Property” means rights including but not limited to trademarks, trade names, logos, patents, copyrights, trade secrets, and any other proprietary rights,

related to the platform/website of the Company, shall remain the exclusive property of the Company

- f. "Merchandise Items" means all products, or items uploaded/displayed by the Supplier on the website for the purpose of being on the website. Such Merchandise Items shall include, but are not limited to, any and all tangible products, accessories, or related goods that are listed for sale through the website.
- g. "Platform" means a platform accessible through website www.xxxxxx.com in created and owned by the Company, an online portal for sale of the Suppliers Products through the web site www.xxxxxxx.com in by which the registered user will place an order for the Products.
- h. "Products" means the merchandise items of the Vendor put up for sale on the Online Store by the Vendor.
- i. "Retailer" means any individual or entity that has a contractual relationship with the Company and is registered on the website to sell Products on the Platform. Such registration is subject to the KYC verification from time to time.
- j. "Users" means "Users" means any individual who is registered on the website www.xxxxxxxx.com, whether on their own behalf or on behalf of another entity and placing an order for the products through the online platform of the Company who wants to buy the product
- k. "Vendor" refers to any individual, business, or entity that lists or offers products or services on the Platform
- l. "Website" means a platform accessible through website www.xxxxx.com in created and owned by the Company, an online portal for sale of the Vendor's Products through the web site www.xxxxxx.com in by which the registered user will place an order for the Products.

2. APPLICABILITY

- 2.1. This Agreement applies to any individual or entity who visits or accesses any part of the Platform or utilizes the Services, irrespective of the method of access, including but not limited to access via the website, mobile website. Such individuals or entities shall be referred to as "Users," which includes, without limitation, browsers, purchasers, and corporate entities acting through their authorized representatives (collectively, "User").
- 2.2. This Agreement shall govern all interactions with the Platform, including any services, content, features, or updates provided thereon. The Agreement is effective upon the User's first access to the Platform or upon the posting of any updated terms, as applicable. The User acknowledges and agrees that continued use of the Platform following any such updates constitutes acceptance of the revised Agreement.

3. MODIFICATION

- 3.1. Users may review the most current version of this Agreement at any time on the Website.
- 3.2. The Company reserves the right, at its sole discretion, to unilaterally update, modify, or replace any part of this Agreement. Such updates or modifications shall be made

by posting the revised provisions on the Platform, and these amended provisions shall become effective immediately upon their publication.

- 3.3. It is the Users' responsibility to periodically review this Agreement for any changes. Continued use of or access to the Website following the posting of any modifications constitutes the Users' acceptance of such changes.

4. ACCEPTANCE OF TERMS

If the User does not agree with the terms of this Agreement, the User is advised to discontinue use of the Platform immediately. By using the Services, the User signifies their acceptance and agreement to be bound by the terms of this Agreement, as may be amended from time to time.

5. COMPANY RESPONSIBILITIES

5.1. Company Security

Subject to and your obligations, the Company will implement reasonable and appropriate measures designed to help secure Your Content against accidental or unlawful loss, access, or disclosure.

5.2. Data Privacy

You consent to the storage of Your Content in, and transfer of Your Content into, the Company regions as Company deems fit. The Company will not access or use Your Content except as necessary to maintain or provide the Services, or to comply with the law or a binding order from a governmental authority. The Company will not (a) disclose Your Content to any government or third party or (b) move Your Content from the Company regions you selected, except as required to comply with the law or a binding order from a governmental authority. Unless such action would violate the law or a binding order, the Company will notify you of any legal requirement. The Company will use your Account Information only in accordance with the Privacy Notice, to which you consent.

6. USER RESPONSIBILITIES

6.1. User Accounts

You will comply with the terms of this Agreement and all applicable laws, rules, and regulations. To access the Services, you must maintain a valid Company account with a valid email address and payment method. Unless explicitly permitted by the Service Terms, you will create only one account per email address. Except to the extent caused by the Company's breach of this Agreement, (a) you are responsible for all activities occurring under your account, regardless of whether such activities are authorized by you or undertaken by your employees or any third party (including contractors, agents, or End Users), and (b) the Company and its affiliates are not responsible for unauthorized access to your account.

6.2. User Content

You are responsible for Your Content. You will ensure that Your Content and the use of Your Content or the Services by you and your End Users do not violate any Policies or applicable laws.

6.3. Security and Backup

You are responsible for properly configuring and using the Services, and for taking appropriate actions to secure, protect, and back up your accounts and Your Content. This may include using encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

6.4. Log-In Credentials

Company log-in credentials and private keys generated by the Services are for your internal use only. You will not sell, transfer, or sublicense them to any other entity or person, except that you may disclose your passwords to any other person on your behalf.

7. USE OF THE PLATFORM

7.1. Availability and Access:

- a. The Company endeavours to make the Platform available 24/7. However, the Company does not warrant that access to the Platform will be uninterrupted, timely, error-free, or free of viruses or other harmful components, nor that any defects will be corrected.
- b. Users acknowledge that the use of the Platform requires internet connectivity and telecommunication links. Users shall bear all costs associated with accessing and using the Platform and availing of the Services. The Company shall not be liable for any such costs under any circumstances.
- c. The Platform may be subject to ongoing upgrades, and some functions and features may not be fully operational. The Platform is provided on an "as is" and "as available" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, regarding the records and other data made available to Users.
- d. Users shall be solely responsible for any damages to their data systems or loss of data arising from the download of content from the Platform. No guidance or information, whether written or oral, obtained from the Company or via the Platform shall constitute a warranty unless expressly stated otherwise.
- e. By using the Platform, you warrant that:
 - i. You are at least 18 years of age, or if you are under 18, you are using the Platform with the consent of your parent or legal guardian.
 - ii. You have the legal capacity to enter into a binding contract.
 - iii. All information you provide is accurate, current, and complete.
 - iv. You will comply with all applicable local, state, and national laws and regulations.

7.2. Performance and Liability:

- a. The Company, through the Platform, acts solely as a facilitator of transactions between Retailer and Users and the Company is not responsible for any non-performance or breach of contract in relation to User Transactions. The Company does not guarantee that Retailer will fulfil transactions concluded on the Platform and shall not mediate or resolve disputes between Users or between Users and third parties.
- b. The Company does not represent any Users or Retailer and disclaims any liability for errors or inconsistencies in information relating to Retailer or Users displayed on the Platform.
- c. The Company shall not be liable for any misuse of information shared by Users with it, through their User profile, or with third parties on the Platform, including chat rooms, forums, or comments.
- d. The Company shall not hold any right, title, or interest in the products, nor shall it have any obligations or liabilities related to contracts between Users & retailers. The Company is not responsible for damages or delays resulting from products that are out of stock, unavailable, or backordered.

8. PLATFORM FOR TRANSACTION

-
- 8.1. The Platform provides an online venue that enables Users and Retailer to transact with one another. The Platform itself is neither a party to nor does it control, manage, or intervene in any transaction between the Platform's Users.
 - 8.2. All commercial and contractual terms are offered and agreed upon solely by and between the Users and Retailer. These terms include, without limitation, the price of products or services, shipping costs, payment methods, payment terms, delivery dates, delivery periods, product warranties, and after-sales services. The Platform neither controls, advises, influences, nor in any manner involves itself in the offering or acceptance of such terms between Users and Retailer. All discounts, offers (including exchange offers), and related benefits are provided solely by the Retailer or Brand and not by the Platform.
 - 8.3. The Platform makes no representations or warranties regarding the specifics (such as quality, value, or salability) of the products or services listed for sale on the Platform. The Platform neither explicitly nor implicitly endorses the sale or purchase of any product or service on the Platform. The Platform disclaims any liability for inaccuracies, errors, or omissions, whether arising from the actions of the Platform or third parties.

9. POSSESSION AND TITLE TO PRODUCTS

- 9.1. The Platform merely acts as an intermediary, facilitating communication between Users and Retailer to broaden their User and Retailer bases. The contract for the sale of any product or service on the Platform is strictly a bilateral agreement between the User and the Retailer.
- 9.2. The Company acts solely as an intermediary between the User and the Retailer and is committed to ensuring a seamless experience for all Users. While the Company does not own, manage, or control the inventory of products listed by Retailer, we strive to work closely with Retailer to ensure product availability and timely delivery. In the event of any issue, such as unsatisfactory performance, delayed delivery, or product unavailability (including out-of-stock or backordered products), the Company will make reasonable efforts to facilitate communication between the User and the Retailer to resolve the matter promptly. However, the Company is not directly responsible for the actual fulfillment of orders or the quality and availability of products. If a product is unavailable or backordered after an order has been placed, we will ensure that the User is notified as soon as possible, and the Reseller will be required to either offer an alternative solution (such as an equivalent product) or issue a full refund. We aim to uphold the trust that Users place in our Platform, and as such, we will take appropriate actions to ensure that any issues are resolved efficiently and to the User's satisfaction.

10. PLACING ORDERS

- 10.1. Order Placement:

The website allows Users to place orders for products listed on the website. The website facilitates the placement of orders for these products by Users, in accordance with the terms set forth in this Agreement.
- 10.2. Order Confirmation

Upon receiving an order from a User, the Company shall electronically send a confirmation of the order to both the Retailer and the User and the Retailer is bound to fulfill the obligations of the order as per the confirmation received from the platform.
- 10.3. Company's Role

The Company does not own, sell, or resell any products and does not control the Retailer. The Company acts solely as a marketplace, facilitating transactions between User and Retailer, including Users and Retailer. Users are required to provide current, complete, and accurate purchase and account information for all transactions made through the website.

10.4. Retailer Fulfilment

- a. Fulfilment of orders to their Users is the responsibility of the Retailer. Any additional services provided by the Platform in relation to such orders are offered solely as a service provider for the Retailer. The Platform shall not have any contractual relationship with the end user/consumer. All commercial and contractual terms of sale, including but not limited to price, delivery date, delivery period, mode of delivery, and product warranties, are determined solely by the Retailer and agreed upon between the Retailer and Users.
- b. The placement of an order by a User on the Platform constitutes a binding offer to purchase the product(s) from the Retailer. Upon receipt of the order, the Retailer is unequivocally bound to fulfil the order as per the terms stated at the time of purchase, including the product description, price, and delivery timelines. The Retailer does not have the right to cancel or reject the order under any circumstances.
- c. The Retailer is responsible for ensuring the availability of products listed on the Platform and must take reasonable steps to prevent the listing of out-of-stock or otherwise unavailable products. Once an order is placed, the Retailer is obligated to deliver the product to the User in accordance with the agreed-upon terms.
- d. In the event that fulfilment of the order becomes impossible due to factors beyond the Retailer's control (such as force majeure or unforeseen circumstances), the Retailer must immediately notify the User and work with the Platform to arrange a suitable remedy, such as an alternative product or a full refund, as agreed upon by the User.

11. RETURN, REPLACEMENT AND REFUND

11.1. Return and Replacement:

- a. Returns may be initiated in the following situations:
 - i. The product was defective.
 - ii. The product was damaged during shipping.
 - iii. The product was missing.
 - iv. The wrong product was sent by the Retailer.
- b. Users are encouraged to review the listing before making a purchase. In cases where the Users orders the wrong item, they will not be entitled to a return or refund.
- c. Certain products sold on the Platform are designated as non-returnable due to their nature, hygiene reasons, or specific conditions set by the Reseller or manufacturer. The following items are not eligible for return, refund, or exchange under any circumstances once the order has been confirmed, except in cases where the product is defective or damaged upon arrival:
 - i. Personal care products (e.g., skincare, cosmetics, grooming tools)
 - ii. Health and hygiene products (e.g., sanitary products, medical equipment, face masks, etc.)
 - iii. Perishable goods (e.g., food, flowers, or any other items with a limited shelf life)

-
-
- iv. Custom-made or personalized items (e.g., products made to specific user specifications)
 - v. Digital goods and downloads (e.g., software, e-books, or digital content)
 - vi. Opened or used items where the seal or packaging has been tampered with, or where the product has been used in a manner that affects resale value (e.g., opened electronic items, bedding, or mattresses)
 - vii. Gift cards and vouchers
 - viii. Intimate clothing (e.g., undergarments, swimwear)

Before placing an order, Users are encouraged to review the product details and descriptions carefully to understand whether the product is non-returnable.

- d. Items that are eligible for return or exchange must meet the following conditions. Products can be returned for a refund or replacement, subject to the Reseller's return policy, provided the following criteria are met:
 - i. The item is in its original, unused, and unopened condition, with all original packaging and accessories intact (including tags, manuals, warranty cards, etc.).
 - ii. The return is initiated within [insert number] days of receiving the item.
 - iii. The product is not listed under the "Non-Returnable Items" category.
 - iv. The product was not purchased as part of a clearance sale or any other promotion that explicitly states the item is final sale or non-returnable.
- e. The following items are generally eligible for return if they meet the conditions mentioned above:
 - i. Electronics and appliances, provided they have not been activated or installed.
 - ii. Clothing, footwear, and accessories, provided they are unworn and in their original packaging.
 - iii. Home goods, furniture, and décor items, provided they have not been assembled or used.
 - iv. Non-perishable goods that are not custom-made or personalized.

11.2. Return Request Process

If you wish to return an eligible product, you must raise a return request either through the Platform or by contacting our customer care team. To ensure a smooth and efficient process, please follow the guidelines below:

- a. Submitting a Return Request:
 - i. You may raise a return request directly through the Platform by navigating to your order history, selecting the item you wish to return, and choosing the "Return" option.
 - ii. Alternatively, you can contact our customer care team at [Customer Care Number] during business hours to initiate the return request. Our support team will guide you through the process.
- b. Mandatory Return Reason:
 - i. When submitting your return request, you are required to provide a valid reason for the return. Acceptable reasons for returns may include, but are not limited to:
 - Product received is damaged or defective.
 - Incorrect item received.
 - Product does not match the description or images displayed on the Platform.

-
-
- Product is incomplete (missing parts, accessories, or manuals).
 - Other reasons as accepted by the Retailer, provided the item qualifies for return under our return policy.
- ii. Failure to provide a valid reason may result in the rejection of your return request.
 - c. Return Timeframe:

All return requests must be initiated within [insert number] days of receiving the product. After this period, the product will no longer be eligible for return, unless otherwise specified by the Reseller's return policy.
 - d. Next Steps:
 - i. Once your return request is submitted and reviewed, you will receive further instructions, including details on how to return the product (e.g., return shipping label or pick-up arrangement). Please ensure that you follow these instructions carefully to avoid delays in processing your return.
 - ii. For any additional questions, our customer care team is available to assist you at **[Customer Care Number]** or via email at **[Customer Support Email]**.
- 11.3. Refund Policy:
- a. If the Retailer accepts a return request or replacement request, and the User returns the product, a refund will be processed in accordance with the chosen option **[provide the option of refund]** (refund after shipment collection, refund without shipment collection).
 - b. The Retailer must close the return or replacement request ticket within **[specify the number of days]** days from the date of return or replacement of the products.
 - c. The Retailer is responsible for all shipping and other charges associated with the return or replacement. The refund will be processed to the original payment method used by the User.
 - d. In cases where a Retailer does not have the product available for replacement, a refund will be provided to the User, who must accept the refund in lieu of the replacement.

12. PAYMENT TERMS

12.1. Policy Updates:

The Company reserves the right to update policies related to returns, exchanges, penalties, refunds, and cancellations on the Website. These updates can be made without User/Retailer's consent or permission.

12.2. Payment Facility:

The Company reserves the right to withhold benefits such as cash on delivery (COD) payments or rights to claim refunds at its sole discretions. Users acknowledge and agree that the Company will act as a payment agent for the accepting payments on behalf of Retailer. The payment facility provided by the Company is not a banking or financial service but a facilitative service utilizing a third-party payment processor. The Company does not act as a trustee or in a fiduciary capacity regarding transactions or transaction prices and will not be liable for any charges incurred by Users' banks related to payments.

12.3. Information Provision:

In connection with any order, Users may be required to provide information such as name, transaction details, device type, Platform usage details, PAN number, payment details, billing address, credit card information, and other related information to the Company or a third-party payment processor. Users may be subject to terms and conditions and privacy policies of third-party services. Users are encouraged to review such terms and policies before using the Website.

12.4. User Transactions:

Transactions between Retailer and Users are bilateral ("User Transactions"). The Company is not responsible for charging or depositing any taxes applicable to such transactions.

12.5. Bank Account Details:

Users may provide bank account details to receive refunds, margins, referrals, or other payments owed by the Company. Conditions for updating bank account details include: (a) Users cannot update details if the existing details are valid and there is no pending payment; (b) Users cannot update details if there is a pending transaction to the existing account; (c) Users cannot update details if the new account number is already in use by another account. Users may attempt to update bank account details only three times per day. If unsuccessful, Users must wait 24 hours before making further attempts. The Company may set limits on the number of times Users can update bank account details over the lifetime of the account.

13. INTELLECTUAL PROPERTY (IP) AND IP INFRINGEMENT

13.1. Use of Third-Party Trademarks

Users cannot use any trademark, service mark, or logo of any independent third parties without obtaining prior written approval from such parties.

13.2. Company's Intellectual Property

- a. "Company" and related icons and logos, whether registered or unregistered, are trademarks of the Company and are protected under applicable copyright, trademark, and other proprietary and intellectual property laws. Unauthorized adoption, copying, modification, use, or publication of these marks by Users is strictly prohibited.
- b. Users must not modify paper or digital copies of any materials printed or downloaded from the Platform in any way. Illustrations, photographs, video or audio sequences, or any graphics must not be used separately.
- c. Users must not use any part of the materials on the Platform for commercial purposes without obtaining a license from the Company. All rights not expressly granted to Users under this Agreement are reserved by the Company.
- d. Users understand that the Platform and software embodied within the Platform may include security components that protect digital materials. Use of these materials is subject to usage rules established by the Company or other parties. Users agree not to attempt to override, disable, circumvent, or otherwise interfere with any security components or usage rules embedded in the Platform.

14. TERMINATION:

14.1. This Agreement shall automatically terminate upon the completion of the product purchase cycle, at the point all obligations related to the specific transaction shall be deemed fulfilled. Notwithstanding the foregoing, the Company reserves the right to terminate this Agreement at any time by deleting your account. In such cases, the termination will be effective immediately upon account deletion, without the need for further notice.

14.2. The termination of this Agreement, whether automatic upon the completion of the purchase cycle or due to account deletion by the Company, shall not affect any obligations or liabilities incurred by Retailer, Company and Users prior to the termination date. Such obligations and liabilities, including but not limited to payment for products and compliance with applicable legal provisions, shall survive and remain enforceable for all purposes after the termination of this Agreement.

14.3. User may terminate this Agreement by discontinuing use of the services provided through our platform and notifying us of your intent to terminate. Upon termination by you, your access to our services will cease.

15. LIMITATION OF LIABILITY

Retailer listing their products on the Platform are solely responsible for the accuracy of the product information provided. Users are solely responsible for using the products in a safe and legal manner.

16. LANGUAGE

In the event of any discrepancies, conflicts, or inconsistencies between the Parties under this Agreement, the English version shall prevail and be deemed the authoritative and governing text. All interpretations, resolutions, and enforcement of the terms and conditions set forth in this Agreement shall be conducted in accordance with the English version, regardless of the existence of any translated versions.

17. WARRANTIES

17.1. Product Warranties:

The products sold on the Platform may come with warranties that are provided directly by the manufacturer or the Retailer, as applicable. The details of such warranties, including duration, coverage, and terms, are specified in the product description or accompanying documentation. Global Direct Venture Pvt Ltd does not provide any warranties for products sold on the Platform and is not responsible for the fulfilment of warranty claims.

17.2. Manufacturer's Warranty:

If a product includes a manufacturer's warranty, the User must contact the manufacturer directly to resolve any warranty-related issues. The Company will not be involved in processing or administering manufacturer warranties, though we may assist in facilitating communication between the User and the manufacturer upon request.

17.3. Reseller's Warranty:

Some products may be covered by a warranty provided by the Retailer. In such cases, the Reseller is solely responsible for honouring the warranty terms. The User should refer to the specific warranty policy provided by the Retailer for details on coverage, duration, and the process for making a claim.

17.4. Warranty Exclusions

The following are generally not covered by any warranties provided by the manufacturer or Retailer:

- a. Normal wear and tear.
- b. Damage caused by misuse, neglect, or improper handling.
- c. Unauthorized repairs, modifications, or alterations to the product.
- d. Consumable items such as batteries, filters, and similar components unless explicitly stated in the warranty.
- e. Products that have been sold as-is or marked as final sale.

17.5. Warranty Claims

To make a warranty claim, the User must follow the instructions provided with the product's warranty documentation. The User may need to provide proof of purchase and a detailed description of the issue to initiate a claim. The Company is not responsible for any delays or denials in the processing of warranty claims by manufacturers or Resellers.

17.6. Limitation of Company's Liability

Global Direct Venture Pvt Ltd. makes no representations or warranties regarding the quality, fitness for a particular purpose, merchantability, or any other implied warranties for products sold by Resellers through the Platform. The Company expressly disclaims any liability for any defects or issues arising from products purchased on the Platform. Any warranties, whether express or implied, are the sole responsibility of the Retailer or manufacturer, as applicable.

17.7. User's Responsibility

Users are encouraged to carefully review all warranty terms before making a purchase and to reach out to Resellers or manufacturers directly if they have any questions or concerns regarding warranty coverage.

18. FORCE MAJEURE

All contractual obligations of either Party hereunder will be suspended for so long as and only to the extent that fulfilment of obligations and performance of the services is prevented by reason of Force Majeure. For the purpose of this terms and conditions, Force Majeure shall mean riots, war, exceptional weather conditions for the time and location of the Services, hostility emergency, rebellion, sabotage, damage resulting from fire, flood, rain, cyclone, explosion, pandemic and national emergency beyond the tolerance limits of the equipment or any other cause beyond the reasonable control of the affected party which by exercise of reasonable diligence could not have been prevented or provided against, except financial distress, In the case of suspension by reason of Force Majeure, the affected Party will promptly notify the other party in writing and shall use its best endeavors to remedy the Force Majeure event as soon as possible. Notwithstanding any other provision of the agreement, it is the intent of the parties that each party shall only be liable for damages caused by its own negligent acts.

18.1. Notice of Force Majeure Event

If either Party is delayed or unable to perform due to a Force Majeure event, the affected Party shall promptly notify the other Party of the event and its expected duration. During the continuance of the Force Majeure event, the affected Party's obligations under this Agreement shall be suspended, and the affected Party shall take commercially reasonable steps to resolve the Force Majeure event promptly.

19. GOVERNING LAW AND JURISDICTION

The Parties agree to comply with all statutory regulations and local laws at all times. This Agreement shall be governed exclusively by the laws of India. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Ahmedabad, India.

20. DISPUTE RESOLUTION

20.1. Any dispute or claim arising in any way from your use of any services provided by the Platform will be adjudicated exclusively in the courts located in Ahmedabad, India. You consent to the exclusive jurisdiction and venue of such courts for the resolution of disputes.

20.2. Disputes arise when a User and Retailer are unable to resolve an issue or complaint related to a transaction to their mutual satisfaction. Prior to raising a dispute, both parties are encouraged to attempt to resolve the issue amicably.

20.3. To raise a dispute, a User should contact the Platform via the provided support link [\[provide link for the help desk\]](#) while a Re=seller should email [\[provide support email address\]](#). Disputes must be related to specific transactions:

- a. Wrong item received

-
-
- b. Item not as described
 - c. Product damaged or seal broken
 - d. Part/accessory missing
 - e. Item not compatible
 - f. Incorrect Retailer description/specification
 - g. Defective product (functional issues)
 - h. Product not working and manufacturer claims invalid invoice

21. SURVIVAL

Notwithstanding anything to the contrary set forth herein, no termination of this Agreement shall relieve any Party from any obligations hereunder that are outstanding on or relate to matters or claims occurring or arising prior to the date of such termination or which, by their own terms or nature, are intended to survive such termination. This includes, but is not limited to, obligations related to confidentiality, indemnification, intellectual property rights, and any other provisions that, by their nature, are meant to remain in effect even after the termination of this Agreement.

22. SEVERABILITY

If any one or more provisions may be found to be illegal or otherwise unenforceable, in whole or in part, by a competent court of law then the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

23. CONTACT INFORMATION

Contact for Queries and Grievances:

- a. All queries, concerns, or questions should be directed to the Company at [\[xxxxxx@xxxxxx.com\]](mailto:[xxxxxx@xxxxxx.com]). The designated Grievance Officer for this Agreement is [\[Name of the Grievance Officer\]](#).
- b. Any complaints or concerns regarding the Platform or any alleged breach of this Agreement should be submitted in writing to the Grievance Officer at the following address: [\[Specify the address\]](#).

By accessing or using our exclusive platform, you acknowledge that you have read, understood, and agree to be bound by these comprehensive terms and conditions. For any queries or complaints, you may contact our customer support team by clicking the link provided and selecting your order. You can reach out via email at: [\[provide the email address\]](#).