

TERMS OF USE

ABOUT www.tradologie.com

www.tradologie.com is a unique e-trading platform connecting the Buyers, Sellers, distributors, retailers, agents etc., across the world, providing them a virtual space to communicate, negotiate and undertake transactions for wide spectrum of products. WHY www.tradologie.com?

www.tradologie.com is the revolutionary concept leveraging the resources of Buyers and suppliers across the globe. The parties negotiate and finalize the transactions as per agreed specifications, shipment schedules, packaging needs, payments terms and inspection protocols.

www.tradologie.com offers access to new markets, opportunities to break traditional barriers of entry, showcase facilities and platform to negotiate transactions terms at a fraction of the cost traditionally spent on such activities. This unique concept enables interested parties to explore different options available worldwide on a click of button in a cost effective and transparent manner. It removes roadblocks and barriers to entry usually encountered in dealing with Buyers / Sellers in different countries and markets.

www.tradologie.com formulates end to end Dynamic Negotiation mechanism which allows Buyers and suppliers to negotiate before finalizing orders. The buyer has option to split orders for quick deliveries, choose and alter delivery schedule, choose and appoint inspection agencies and financial institutions all across the globe for the seamless conclusion of the transaction. The platform, therefore strengthen the business prospects of the participants.

HOW IT WORKS www.tradologie.com

The interested parties visit www.tradologie.com

REGISTRATION

All interested parties shall be required to register through the Buyer(s) registration and / or Seller(s) registration forms respectively before participating in any transaction on the platform. Note: The parties have the option to take quarterly / half yearly / yearly membership at a nominal fee, which entitles them to undertake any number of transactions during the membership period.

REGISTRATION FOR DYNAMIC NEGOTIATION:

- Upon registration on the platform, the Buyer will have to create a buying enquiry and has to enter the product specifications: -

- a. product name
- b. specify the minimum order size
- c. quality parameters
- d. quantity verification
- e. delivery Location
- f. delivery specification
- g. selecting the manufacturers from whom supplies can be received
- h. maximum price quote
- i. Commitment fee (for ensuring the completion of the contract)
- j. any other information / features

- The Buyer shall deposit an amount with tradologie.com equivalent to the fees as specified by the platform, which shall be calculated based on the total indicative value of the Enquiry and the amount for commitment fee.
- The manufacturers / Sellers shall be informed of the requirement as specified by the Buyer and may agree for dynamic negotiation for such order by entering the

quotes / prices at which it is willing to supply the products as requested by the Buyer.

- Before entering the into dynamic Negotiation, the Seller shall share the credit card/ debit card details based on which tradologie.com shall block the commitment (performance guarantee) amount as specified by the platform. Alternatively, the seller will deposit the commitment fee to the escrow/nodal/current account of tradologie.com as may be applicable from time to time. The amount shall remain blocked till the conclusion of the complete process and shall be appropriated only if the of the supplier is successful in getting order. Additional inputs on the process are available on the site.

DYNAMIC NEGOTIATION PROCESS

- The platform shall indicate a live dynamic Negotiation time slot during which the participants can negotiate the prices / rates and terms which they are willing to transact. The Buyer and Seller shall be able to interact with each other through the platform to obtain any details and clarify any doubts with respect to the transaction.
- The Buyer shall be able to see the rates being quoted by all the manufacturers / Sellers. The price / rates entered by the Seller shall only be visible to the Buyer and during live dynamic Negotiation, the Seller shall only be able to see the lowest price quoted by other manufacturers / suppliers and the number of participants.
- At the conclusion of the live dynamic Negotiation, the Buyer shall be able to to finalize the order including splitting the order between different suppliers.
- Upon the finalization of the terms & conditions, the terms & conditions of fulfillment as enlisted on tradologie.com shall be binding on both the buyers and sellers.

REFUND / ORDER PLACEMENT

- The Seller, who has not been selected to supply the Buyer's requirements, shall not be charged any commission on the credit card and the amount blocked, shall be released after deducting certain participation charges as intimated on the portal from time to time depending upon the type of membership subscribed by the seller.

If the seller had deposited the commitment money to the escrow/nodal/current account of tradologie.com, then the payment will be made to the seller from the escrow/nodal/current account of tradologie.com, after deducting certain participation charges as intimated on the portal from time to time depending upon the type of membership subscribed by the seller. Any successful transaction will entitle tradologie.com to claim the commission from Seller as specified at the time of registration.

- The amount received/blocked from the Buyer shall be retained by tradologie.com till the time the buyer & seller agree on the Terms & conditions of Fulfillment and payment document or payment as per the terms initially intimated is shared to the satisfaction of the seller and is intimated through the portal. Thereafter, the Buyer shall be refunded the amount received before the dynamic Negotiation process after deductions of the platform charges, if any. In case the buyer fails to fulfill its payment obligation as per the policies of the platform and commitments in the timeframe stipulated by the platform, the amount received/ blocked from the buyer shall be credited to the account of the portal and be used to compensate the supplier as per the policies of the platform.
- Buyer will have option to make the payment to the Seller through the platform. The amount paid by the Buyer will be placed in a designated account and released to the Seller in accordance with the terms of the agreement between the Seller and the Buyer and policies of the platform as notified from time to time. In such event, the Seller shall be duly intimated of the receipt of the payment and requested to execute the order.
- Innovative sales mechanism
- Transparent transactions
- Provide wider consumer base to the manufacturers
- Assist manufacturers in regard to pricing policy and position in market
- Provide opportunity to hard sell material
- Assistance in negotiations
- Advice on payment terms

- Advice about delivery schedule and quality parameters at every stage, where payment is through tradologie.com's Account, to ensure smooth transaction
- Reduce huge cost on sales teams and advertisements
- Provide information on new products and update on market requirements
- Provide ratings based on standards fixed by tradologie.com
- Provide post and pre order assistance
- Minimize scope of any dispute
- Assistance in selecting third party inspection agency, shipping agency, handling agent, financial institutions

www.tradologie.com – 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 proviso pertaining to electronics records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by 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 to require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.tradologie.com website.

The domain name www.tradologie.com (hereinafter referred to as "Website") is owned by Super E Factory Depot Pvt. Ltd. a company incorporated under the Companies Act, 1956/2013 with its registered office at B-7, W.H.S. Kirti Nagar, New Delhi 110015 (hereinafter referred to as "tradologie.com"). Your use of the Website is governed by the Terms and Conditions laid down as herein below.

ACCEPTING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THE TERMS OF USE

HEREIN, SO PLEASE READ THE TERMS CAREFULLY BEFORE PROCEEDING. BY IMPLIEDLY OR EXPRESSLY ACCEPTING THESE TERMS OF USE, YOU ALSO ACCEPT TO BE BOUND BY tradologie.com POLICIES (INCLUDING BUT NOT LIMITED TO PRIVACY POLICY) AS AMENDED FROM TIME TO TIME. FURTHER, BY CLICKING "I AGREE" BUTTON ON THE BOTTOM WOULD SPECIFICALLY IMPLY A BINDING AND ENFORCEABLE CONTRACT WITHOUT ANY LIMITATION/QUALIFICATION TO THE TERMS HEREOF.

1. ACCEPTANCE

1.1- The following are the terms and conditions of use applicable to your use of www.tradologie.com (hereinafter referred to as "Website"). It is an agreement between you as the user(s) of the Website (the "User(s)") and Super E Factory Depot Pvt. Ltd and its affiliates, a company incorporated under the Companies Act, 1956/2013 (Hereafter referred to as Agreement).

1.2- tradologie.com provides its service to you subject to the following terms and conditions and as per the Agreement, which may be amended by us from time to time at our sole discretion without notice or liability. By continuing to use the Website following such amendments to the Terms of Use, you agree to be bound by such amendments. If you do not accept the Agreement or amendments made thereof, you must discontinue the use of the Website and any further usage shall be at your own risk and liability only. In view of the above you should review the most current version of the Agreement regularly.

1.3- In addition, you acknowledge acceptance of the additional terms and conditions when using any tradologie.com's services that may be rolled out. These additional terms and conditions will prevail over the current Agreement to the extent of any inconsistency. Before you subscribe to and/or begin participating in

or using Website, kindly ensure that you have fully read, understood and accept the Agreement. Further, if you do not agree to or wish to be bound by Agreement, you may not access or otherwise use the Website.

2. DEFINITION

Unless repugnant to the subject or context, the words appearing herein below shall have the meanings as set forth below:

2.1- "Agreement" shall mean this agreement constituting the terms of use and conditions stated herein and includes the user application form duly completed and its attachment(s), the Security Policy, Privacy Policy and any other rules and policies of the Website that tradologie.com may publish from time to time.

2.2- "Buyer" shall mean any person or User accessing the Website for the purpose purchasing any good or services.

2.3- "Date of Termination" means the date when the User's subscription comes to an end.

2.4- "tradologie.com" means Super E Factory Depot Pvt. Ltd., a Company incorporated under the Companies Act 1956/2013 and having its registered office at B-7, W.H.S. Kirti Nagar, New Delhi 110015 and includes reference to the Website.

2.5- "E-seller Facility" means a payment gateway service granted by a third party bank or financial institution or any other similar organization, and is subscribed by a User either independently or through tradologie.com to facilitate online sale of goods in any manner.

2.6- "Illegal/Prohibited content" means the content on the Website which is either illegal or prohibited by law or tradologie.com.

2.7- "Online Catalog" refers to the platform on the Website wherein a User can showcase products or services by posting information on the Website including photographs, details etc.

2.8- "Party" or "Party(ies)" means the User and/or tradologie.com in reference to the context.

2.9- "Registration Data" is the database of all the particulars and information supplied by the User on initial application and subscription, including but not limited to the User's name, telephone number, mailing address, account and email address.

2.10- "Seller" shall mean any person or User or supplier accessing the Website for the purpose of sale of any good or services.

2.11- "Sensitive Personal Data/Information" means such personal information of a User which consists of information relating to: -

- i. password(s)
- ii. financial information such as Bank account or credit card or debit card or any other payment instrument details
- iii. Biometric information
- iv. any detail or information relating to the above clauses provided by User.
- v. Provided that, if any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as Sensitive Personal Data/Information for the purposes of the Agreement.

2.12- "Services" means the Services provided by tradologie.com to the User of the Website and includes the following facilities:

- i. Services to User to post contact details on the Website and/or other such directory services published in print or in any other medium by tradologie.com or its affiliates

- ii. Services to User to register itself as a Buyer or Seller and participate in transactions on the Website
- iii. Services to User to advertise in Online Catalogs and websites including the Website
- iv. Services to User to advertise on the Website
- v. Services to Buyer and Seller to conduct transactions
- vi. Such other services that may be provided by tradologie.com and its affiliates from time to time.

2.13- "Website" means www.tradologie.com and includes any link which opens with the Website and unless repugnant to the subject and context thereof includes other websites operated by tradologie.com.

2.14- "Trade Leads" refers to service(s) wherein a User posts information about a particular product and/or service to procure or sell on the Website.

2.15- "User" refers to any person who can form legally binding contracts under the Indian Contract Act, 1872. The term 'User' includes the User's successors and any person authorized by a User who has permission to use the Services on the Website.

3. RULES OF INTERPRETATION

3.1- The terms and conditions herein shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter form. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to this Agreement as a whole.

3.2- Words referring to masculine include the feminine and the singular include the plural and vice versa unless repugnant to the context; and words referring to person(s) includes individuals, bodies corporate and unincorporated entities.

3.3- The headings and subheadings herein are only for the purpose of convenience and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, the terms and conditions, notices, or the right of use of the Website by the User or any provision hereof in any manner whatsoever.

4. MEMBERSHIP ELIGIBILITY

The use of the Website and subscription services is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872.

tradologie.com reserves the right to terminate the User membership for any reason whatsoever including the above-mentioned reasons and may refuse to provide the reasons thereof. The User registering as a business entity impliedly represents and warrants that the User has the authority to bind the entity to this Agreement.

5. SERVICE

5.1- tradologie.com currently provides you with access to its Services only through the Internet or the World Wide Web. Accessing the Website may require equipment and involve charges by the Internet Service Provider, mobile service provider (if accessing the Website through a cellular network) and other ancillary agencies. tradologie.com and its affiliates are not responsible for such data charges and User shall ensure payment of the same. Further, tradologie.com may refuse to provide Service to anyone in its sole discretion.

5.2- Separate agreements shall be entered by seller and buyer with tradologie.com. The seller and buyer shall ensure that they will fully comply with the requirements of such agreements at their own costs.

6. ACCOUNT AND REGISTRATION OBLIGATIONS

6.1- Users upon registration on the Website shall receive a unique display name and a confidential password. The User shall be responsible for maintaining the confidentiality of the display name and confidential password and shall be responsible for all activities including any unauthorized use that occur under your Display name and confidential password.

6.2- The User shall also be responsible for providing information that is true, accurate, current and complete. If tradologie.com believes that the User has provided information failing the above parameters or in violation of any provisions of this Agreement, it may in its sole discretion suspend or terminate or block access to the account of the User and refuse to provide access to the Website.

6.3- tradologie.com or its affiliates shall not be responsible for any loss or damage due to unauthorized access of the User account whether due to reasons or fault associated with either party or any third party.

6.4- tradologie.com reserves the right to suspend any account if it has been inactive for a period of more than 90 days or any other period considered reasonable by tradologie.com.

7. COMMUNICATION

7.1- tradologie.com may communicate with the User through any mode of communication electronic or otherwise. tradologie.com may also post Notices on

Website to inform members regarding any subject matter. The User agrees that all agreements, notices, demands, disclosures and other communications that tradologie.com sends electronically including by posting on Website, satisfy the legal requirement that such communication is in writing.

7.2- The User herein consents to receive communication via electronic means or otherwise including telephone etc. periodically or as and when required.

tradologie.com may contact User regarding their account information, special offer, surveys et al.

8. PLATFORM FOR TRANSACTION AND COMMUNICATION

8.1- The Website is a platform that Users utilize to meet and interact with one another for their transactions. tradologie.com is not and cannot be a party to or control in any manner any transaction between the Website's Users. In view of the same: -

8.2- 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. tradologie.com does not have any control or does not determine or advise or in any way involve itself in offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.

8.3- tradologie.com does not make any representation or Warranty as to specifics (such as quality, value, saleability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Website. tradologie.com does not implicitly or explicitly support or endorse the sale or purchase of any products or

services on the Website. tradologie.com accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

8.4- tradologie.com is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. tradologie.com cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction concluded on the Website. tradologie.com shall mediate or resolve any dispute or disagreement between Buyers and Sellers in its sole discretion.

8.5- tradologie.com 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 to be proposed to deal with on the Website and use the best judgment in that behalf.

8.6- tradologie.com does not at any point of time during any transaction between Buyer and Seller on the Website 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.

8.7- At no time shall tradologie.com hold any right, title or interest over the products nor shall tradologie.com have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers. tradologie.com 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.

8.8- The Website is only a platform that can be utilized by Users to reach a larger base to buy and sell products. tradologie.com is only providing a platform for communication and other services, 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.

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

8.10- tradologie.com 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.

8.11- The User(s) shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the Seller(s) that User(s) transact with.

8.12- Pricing on any product(s) as is reflected on the Website may due to some technical issue, typographical error or product information published by Seller be incorrectly reflected and in such an event Seller may cancel such your order(s).

8.13- User(s) release and indemnify tradologie.com 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 and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, tradologie.com cannot take responsibility or control the information provided by other Users which is made available on the Website. 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.

9. USE OF THE SITE

9.1- All billing and registration information provided on the Site must be truthful and accurate. Each User shall be solely responsible for the information and content posted on the Site. Providing untruthful or inaccurate information constitutes a breach of these Terms of Use.

9.2- All materials, including images, text, illustrations, designs, icons, photographs, Trade Leads, programs, music clips or downloads, video clips and written and other materials that are part of this Site (collectively, the “Contents”) are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of tradologie.com or its suppliers and protected by international copyright laws. The Contents and software on this Site may be used only as a purchasing resource. Any other use, including the reproduction (except as noted above), modification, distribution, transmission, republication, display, or performance, of the Contents on the Site, without prior written permission from tradologie.com, is strictly prohibited.

9.3- While accessing the Site, or using its services, you should not:

- i. Post or transmit false, inaccurate, misleading, defamatory, or libelous content (including but not limited to during the registration form)
- ii. Violate any laws, regulations, third party rights or our policies, such as third party’s intellectual property rights.
- iii. Undermine the feedback or ratings systems.
- iv. Transfer your tradologie.com Account (including your User ID and Password) to another party;
- v. Distribute spam, bulk electronic communications, chain letters, or pyramid schemes on the Site;

- vi. Distribute viruses or any other technologies that may harm tradologie.com and the Site, or the interests or property of other users;
- vii. Collect information of other Users, including, but not limited to, their email addresses and User IDs, without their advance consent, in order to reap profits;
- viii. Misuse the Trade Leads;
- ix. Post any illegal / prohibited content or
- x. Otherwise incur any liability to the Site or tradologie.com.

9.4- In our sole discretion, tradologie.com reserves the right to remove from the Site any material or listing which we reasonably believe is unlawful, violates the Agreement, could result in any liability to tradologie.com, or is otherwise inappropriate.

9.5- tradologie.com reserves the right to limit, terminate and deny the right to use or access the Site and Service(s) of any User for any reason whatsoever, including, but not limited to, infringing any third party's intellectual property right, breaching this Agreement, and incurring any liability to tradologie.com. Each User hereby also agrees that in no event shall tradologie.com be liable to any User or any third party for any User's inability to use or access the Site and/or Services.

9.6- tradologie.com may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any feature within the Services) without prior notice, except that, in the case of a fee-based Service, such changes shall not substantially adversely affect the paying Users enjoying that Service.

9.7- Some Services may be provided by tradologie.com affiliates on behalf of tradologie.com.

10. TRANSACTIONS ON THE SITE

10.1- You must be registered on the Site (a “Registered User”) in order to do transactions on Site and/or access some Services. Your status as a Registered User and the purchase process are governed by the Registration Agreement and any terms and conditions related thereto. tradologie.com may reject a User’s application for registration for any reason. Upon registration on the Site, tradologie.com shall assign an account (the “tradologie.com Account”) and issue a User identification (“User ID”) and password (the “Password”) to each Registered User.

10.2- The payments can be made by E-Seller-facility or such other mode as may be prescribed.

10.3- Each User will be required to provide Registration Data i.e. information or material about your entity, business or products/services as part of the registration process on the Site or your use of any Service or the tradologie.com account. Each User represents, warrants and agrees that (a) such information and material, whether submitted during the registration process or thereafter throughout the continuation of the use of the Site or Service, is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

10.4- A set of User ID and Password is unique to a single account. Each Registered User shall be solely responsible for maintaining the confidentiality and security of your User ID and Password and for all activities that occur under your tradologie.com Account. No Registered User may share, assign, or permit the use of your tradologie.com Account, User ID or Password by another person outside of the Registered User’s own business entity. Registered User agrees to notify tradologie.com immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your tradologie.com Account.

10.5- User agrees that all activities that occur under your tradologie.com Account (including, without limitation, posting any company or product information, clicking to accept any additional agreements or rules, subscribing to or making any payment for any services, sending e-mails using the latest e-mail account or sending SMS) will be deemed to have been authorized by you.

10.6- User acknowledges that sharing your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, “multiple use”), may cause irreparable harm to tradologie.com or other Users of the Site. User shall indemnify tradologie.com, our affiliates, directors, employees, agents and representatives against any loss or damage (including but not limited to loss of profits) suffered as a result of the multiple use of your account. User also agrees that in the case of the multiple use of your account or User’s failure to maintain the security of your account, tradologie.com shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate User’s tradologie.com Account without liability to User.

10.7- Each User understands and accepts that the product and content listing or displaying on the Site may relate to copyrights, trademarks, trade secrets, patents and other personal or proprietary rights of a third party. Further, each User agrees that the User who uploads or lists that content and information on the Site shall be solely responsible for any violation of third party rights. The Site and tradologie.com shall not be liable for any infringement or purchase dispute related to the intellectual property and/or other personal or proprietary rights of third party.

10.8- The Site may allow Users to access content, products or services offered by third parties through hyperlinks (in the form of word links, banners, channels or otherwise). You are cautioned to read such web sites’ terms and conditions and/or privacy policies before using such sites. You acknowledge that tradologie.com has no control over such third parties’ web sites, does not monitor such web sites, and

tradologie.com shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on such web sites.

11. OBLIGATIONS OF SELLER

11.1- The Seller shall follow uniform and standard description of the products and the units of measurements in respect of the same. tradologie.com shall have right to advise seller at any time on the standard descriptions and units of measurements to be used by the seller for the products placed on the platform.

11.2- It shall be the responsibility of the seller to provide products which meet the contract specifications agreed between the seller and the buyer.

11.3- The seller shall inform tradologie.com from time to time regarding the status and progress of its contract with the buyer, as per steps that will be updated on the site or the process document.

11.4- tradologie.com at its sole discretion shall have the right to get the products inspected either during production or at any time before delivery to the buyer. This inspection shall be in addition to any verification or inspection to be carried out by the buyer in terms of the supply contract. For such inspection by tradologie.com or its authorized agency, seller will provide requisite facilitation and cooperation.

12. USE OF USER INFORMATION FOR PROMOTIONS BY TRADOLOGIE.COM

12.1- tradologie.com may use the User Information, Data or materials (“Collected Information”) to execute marketing campaigns, promotion or advertising messages on behalf of third parties. The Collected Information does not qualify as Sensitive Personal Data/Information. The Collected Information does not/will not be disclosed to third party(ies) unless you respond to the marketing, promotion or

advertising message sent by such third party(ies). The Collected Information may be transferred, stored, used and processed at any place worldwide by tradologie.com.

12.2- In case of a merger, amalgamation or a 'buy-in' or 'buy-out' or a financial or strategic tie-up or similar alliance of/by tradologie.com, the Collected Information may be transferred or assigned to the entity with whom tradologie.com is entering into a merger, amalgamation, 'buy-in' or 'buy-out', financial, strategic or similar alliance with, as the case may be. If a User objects to this collection and/or transfer/assignment, please do not use the Site.

13. THIRD PARTY CONTENT, SITES AND SERVICES :

13.1- The Site and content available through the website may contain features and functionalities that may link or provide the User with access to third party content which is completely independent of the Site, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

13.2- User's interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such organizations and/or individuals. The User should make whatever investigation necessary or appropriate before proceeding with any On-line transaction with any of these third parties.

13.3- The User agrees that tradologie.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

13.4- tradologie.com offers promotions to the User on the Site & also puts efforts in promoting clients & their offered products/services on various popular search

engines. Results of promotion on search engines are never guaranteed and it takes considerable time and effort for any results to appear on any search engine.

Similarly, any search result appearing on any search engine cannot be removed/withdrawn immediately, it gets removed periodically as per the policy of a search engine on which tradologie.com or its employees has no control. Every User must immediately advise tradologie.com about any Illegal/Prohibited or other such content appearing on the Site for appropriate legal action.

13.5- tradologie.com works with the principle of serving clients with the best possible & prompt services. However, it is important to note that to make any change requested by Users, tradologie.com needs a minimum 24 - 48 business hours on best efforts basis to deliver the same as per User requirement unless otherwise stated.

14. AGREEMENT BETWEEN USER AND TRADOLOGIE.COM

14.1- The User understands that tradologie.com through the Site provides hosting and trading services to its Users. All Content listed on the Site is third party User generated content which is transmitted and/or hosted on the Site. tradologie.com neither originates nor initiates the transmission nor selects the sender and receiver of the transmission, nor modifies the information contained in the transmission.

14.2- The Site is operated by tradologie.com and its affiliates/associates. The Services are offered to the User conditioned on the acceptance of the User without modification of the terms, conditions, and notices contained herein. Use of the Site by a User constitutes agreement to all such terms, conditions, and notices. If the User does not agree with any part of the Agreement, these terms, conditions and notices, it/they must not use the Services.

14.3- Most content and some of the features on the Site is made available to Users free of charge. However, tradologie.com reserves the right to terminate access to certain areas or features of the Site to Users at any time with or without giving any reason, with or without notice. tradologie.com also reserves the universal right to deny access to particular Users to any/all of its Services and/or content without any prior notice/explanation in order to protect the interests of tradologie.com and/or other visitors to the Site. tradologie.com reserves the right to limit, deny or create different type access to the Site and its content features with respect to different User(s), or to change any of the features or introduce new features without prior notice.

14.4- tradologie.com reserves the right to list its registered Users on the Site and as well as on other network portals run by tradologie.com. In case a User does not want to be listed on the Site or on any of our network portals, they can communicate the same to us in writing by sending an email to helpdesk@tradologie.com.

14.5- Users are advised to exercise due caution while transacting with a prospective buyer or a seller on the Site. Users must undertake interaction or transaction with organizations and/or individuals located on or through the Site, with reasonable caution and after undertaking thorough diligence on such organization and/or individual. Neither tradologie.com nor its directors, employees, officers or agents shall be liable to any User or otherwise, for any illegal or fraudulent interaction or transaction with organizations and/or individuals located on or through the Site.

15. TERM AND TERMINATION

15.1- The term of this agreement will be commensurate to the period during which the registration is valid and subsisting. The agreement will automatically terminate on the Date of Termination.

15.2- The agreement can be terminated by tradologie.com if the participant commits any material breach of the terms of use.

15.3- Notwithstanding termination of this agreement, all rights and obligations accrued during the period of the agreement shall continue to bind the parties till such rights and obligations are completely discharged. Moreover, the confidentiality and indemnity terms of this agreement will survive the termination.

16. CONFIDENTIALITY

16.1- The parties herein undertake that they shall not disclose to any third party or any of their user / customers / clients or use for their own purpose any information about the business and affairs of the other party, which may come to their knowledge during the existence of this agreement.

16.2- During the term of this agreement and even after the determination thereof, each party shall regard and preserve as confidential all information related to the business of the other party, or its parent, subsidiaries or associates which it receives as a result of this agreement (“ Confidential Information”) . Each party agrees not to disclose any such Confidential Information without first obtaining the other party’s prior written consent.

16.3- Each party shall provide the same care to avoid disclosure or an unauthorized use of the Confidential Information. The parties herein also agree that access to all Confidential Information shall be limited to only such employees or agents who need to know such information for the purposes of this Agreement.

16.4- Users or any of or their Directors, employees, agents or associates shall not any sensitive data of tradologie.com while interacting with potential customers.

16.5- All Confidential Information shall remain the property of the party releasing it, and such Confidential Information.

16.6- Each party without any express permission in writing from the other party, shall not disclose, divulge, part with or discuss with any third party any Confidential Information.

16.7- In case any party is required to disclose any Confidential Information pursuant to a court order or as required by any competent governmental authority having jurisdiction over such party, then it shall do so only after notifying the other party in writing, in sufficient detail immediately upon receipt of such court order, legal or regulatory request or similar process, in order to permit the other party to make an application for an appropriate protective order (which the other party may pursue at its own expenses). A copy of the court order, legal or regulatory request or similar process shall accompany such notice.

17. TAXES

Subject to what is stated herein, each party shall be liable for payment of any and all taxes to the authorities independently and in accordance with provisions as may be applicable to them in their respective jurisdiction.

18.COMPLIANCE WITH LAWS

18.1- The parties hereto agree that they shall comply with all laws, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required.

18.2- Users agree to abide by the Rules and Regulations formulated by tradologie.com as may be applicable from time to time.

19. FORCE MAEJURE

If the performance of any obligations by any party as specified in this agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything hereinbefore contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost urgency. For the purpose of this clause "Force Majeure" means & includes fire, explosion, cyclone, floods, war, revolution, blockage of embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the party affected.

20. INDEMNITY

Users undertake to indemnify and keep tradologie.com indemnified against all losses, costs, claims and damages incurred / suffered or as may be suffered by tradologie.com as a result of lapses, error, action, omission, negligence etc. on the part of Users or any of their staff, employees, agents, associates, directors, etc while performing the obligations under this agreement.

21. LIMITATION OF LIABILITY

It is hereby agreed and confirmed that the role of tradologie.com is confined to act as a facilitator in respect of the transaction between the buyer and the seller. While tradologie.com will make best efforts to intervene and resolve the issues, it will not be liable to in any manner for any dispute arising between the buyer and the seller on any account whatsoever including but not limited to disputes on account of quality or quantity or payment and thus, tradologie.com shall not be held liable for any claims whatsoever.

22. WITH USERS

22.1- It is hereby agreed and confirmed between the parties that tradologie.com would be confined to the role of facilitator. While making its best efforts in addressing all pertinent issues between Users, tradologie.com shall not be responsible nor shall be party to any disputes between the Users and thus cannot be held liable for any dues / claims the said parties may have on each other.

22.2- Where the buyer and seller agree that in case of any discrepancy or difference in quality or quantities is raised and tradologie.com is to resolve such dispute or difference, in that event, tradologie.com shall appoint an independent and impartial arbitrator with sufficient technical knowledge and the decision of such arbitrator shall be final and binding on the parties. tradologie.com shall notify on its website rules and procedures governing such arbitration.

22.3- Notwithstanding any dispute between the buyer and the seller, tradologie.com shall remain harmless and indemnified and no claim, whatsoever, shall lie against tradologie.com, its affiliates, representatives, management etc.

23. ARBITRATION AND JURISDICTION

23.1- In the case of any dispute or any difference between Users and tradologie.com arising out of or in relation to this agreement including but not limited to disputes or differences as to the validity of this agreement or interpretation of any of the provisions of this agreement or losses or damages arising under this agreement, the same shall be resolved by mutual discussion. In the event that the dispute or event is not resolved by mutual discussion, the same shall be referred to the Sole Arbitrator appointed as per the policy laid down on the website. Such arbitration shall be governed under the provisions of the Arbitration and Conciliation Act, 1996 including its amendments for the time being in force. The venue of Arbitration shall be New Delhi and all matters arising out of such arbitration shall be subject to the jurisdiction of New Delhi Courts only.

23.2- The provisions of this clause shall survive the termination of this agreement.

24. ASSIGNMENT & TRANSFER

The Users shall not be entitled to assign or otherwise transfer this agreement or any benefits, rights, obligations or interests herein whether in whole or in part to any third party other external agency without the prior written consent of tradologie.com.

25. FURTHER ASSURANCES

In connection with this agreement, as well as all transactions contemplated by this agreement, Users agree to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably required to carry out or evidence the transactions contemplated hereby.

26. GRIEVANCE REDRESSAL

26.1- For any complaints and grievances, User may contact the Grievance Officer, tradologie.com Address or email: grievances@tradologie.com

26.2- All complaints to the Grievance Officer shall be made in writing giving a detailed description of the complaint/grievance of the User.

26.3- The Grievance Officer shall redress all complaints within one (1) month from the date of receipt of complaint.

27. AGENCY

This Agreement is on principal-to-principal basis and it shall not create any employer / employee relationship, nor shall this agreement be deemed to create any partnership venture, agency between tradologie.com and the Users.

28. CORPORATE AUTHORITY

tradologie.com and Users represent that they have taken all necessary corporate action to authorize the execution and consummation of this agreement and will furnish satisfactory evidence of the same upon request.

29. SEVERABILITY

If any term, clause or provision of this agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this agreement unless the invalidity of such term, clause or provision of this agreement is such that it renders the very purpose of this agreement void in which case the entire agreement shall terminate.

30. WAIVER

No forbearance, delay or indulgence by any party in enforcing any of the provisions of this agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for the parties is exclusive of any other right, power or remedy available to that party and each right, power or remedy shall be cumulative.

31. NOTICES

All notices under this agreement may be served on the addresses of the Users mentioned in the registration form and the address of tradologie.com as mentioned in its website.

32. GOVERNING LAW

This agreement shall be governed by the substantive and procedural laws of India and the courts in New Delhi shall have exclusive jurisdiction on all matters arising out of this agreement.