

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1 INTERPRETATION

In this document the following words shall have the following meanings:

1.1 "Customer" means any person who purchases Services from the Supplier;

1.2 "Supplier" means HASAR Cube Solutions Private Limited.

1.3 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

1.4 "Business Manager" means an agent or employee of HASAR Cube Solutions Private Limited appointed and assigned to the Customer for the completion of service in hand.

1.5 "Date of appointment of Business Manager" is the day on which the communication of appointment is sent to the customer either over the phone or through an electronic media or both, whichever is earlier, irrespective of the Customer acknowledging it.

2 GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.

2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

3 PRICE AND PAYMENT

3.1 Payment of the price shall usually be paid in advance by the Customer as per Annexure B, unless otherwise agreed in writing. Payment can be made by credit/debit card, online or over the phone, by NEFT/RTGS or by cheque. Payment in arrears will be by prior agreement only.

3.2 There will be a separate charge for any additional service/s availed other than the initially agreed service/s.

3.3 The Supplier will share an electronic report or report over the phone to the Customer as per their convenience. If any further copies are requested, in any format, there will be an administration charge.

3.4 The Supplier reserves the right to modify, update or run promotions on any service at any time. The Supplier reserves the right to change the price of any service at any time. Once a service has been ordered, the price shall remain fixed for the Customer for the duration of the service. Under no circumstances shall the Supplier refund the difference or charge more, should the price of that service decrease/increase for the agreed period.

4 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

4.1 Co-operate with the Supplier.

4.2 Provide the Supplier with any information reasonably required by the Supplier;

4.3 Keep the supplier notified of their correct name, postal address and any phone, fax or e-mail information.

4.4 Comply with such other requirements as agreed between the parties.

4.5 Comply with all other statutory requirements – particularly in regards to data protection and confidentiality.

4.6 Agrees to share the complete user permission of their online seller account (in case of e-commerce support services) or any other accesses as and when required to the Supplier, which shall be used by the Supplier's representative to provide the agreed service.

5 SUPPLIER'S OBLIGATIONS

5.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

5.2 The Supplier accepts all responsibility for appointing a Business Manager/representative to complete the agreed task and shall ensure that any information supplied shall be free of defects to the best of their knowledge.

5.3 Appointment of a Business Manager/representative shall be within 7 working days of receipt of complete payment unless otherwise agreed in writing.

5.4 Data protection: All information supplied by the Customer will be confidential and shall not be disclosed to anybody unless otherwise required by law. This is in accordance with HASAR Cube Solutions Private Limited's confidentiality policy.

6 LIMITATION OF LIABILITY

6.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury. However the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.

6.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

6.3 The Supplier cannot accept liability caused by any direct or indirect actions of the Customer or any third party in relation to the Service.

7 CANCELLATIONS and TERMINATIONS

Returns/refunds policy:

7.1 Where a Customer cancels their order after appointment of a Business Manager/representative, there is no refund. Where a Customer fails to complete his obligations towards the service for any reason/s, there is no refund.

7.2 If a Customer cancels their order before the appointment of a Business Manager, the Supplier shall offer not more than 80% of amount paid excluding taxes as refund. Both parties must return or destroy information received from the other if asked to do so.

7.3 If the Supplier fails to deliver the purchased service, the Customer can claim an amount to the extent paid for the service, less-taxes, statutory deductions or other deduction (if any).

7.4 A service may be terminated by the Supplier, with prior notices or intimations, in case the Customer fails to fulfil his part of the obligations within the stipulated time asked by the Supplier and no refunds shall be made for such terminations.

8 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

9 HASAR Cube Solutions Private Limited's PROPERTY

The contents of the HASAR Cube Solutions Private Limited's website, terms and conditions and any other document in any form may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means without the prior express written permission of HASAR Cube Solutions Private Limited.

10 COPYRIGHT

Customers may not at any time, without prior written permission of the Supplier, make copies or reproductions (in whatsoever form) of any document in any form. Where any such copy is considered reasonably necessary, the Supplier will provide written permission.

11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of India and the parties hereby submit to the exclusive jurisdiction of the High Court of Karnataka, Bangalore.

DISCLAIMER

We will help our clients to the maximum possible extent from our end to achieve orders for their products displayed on the e-commerce platform/s for which we have undertaken the support and management service. However, we do not guarantee sales as the freedom of choice lies with the consumers and we cannot impose any products sold by our clients to any of the consumers. However, we will from time to time, make such offers to the consumers on behalf of our clients, that will help the consumers to opt for our client's products, provided the client agrees and approves to our methods of attracting consumers and improving sales, from time to time.

Account re-instatement can be done only when the seller of that particular e-commerce platform is not at fault and their account has been suspended for reasons not in their control or for actions that they are not responsible or due to any mis-conception/mis-communication. However, the decision to re-instate the account lies solely with the e-commerce platform only, and we are mere a means of communication and support.