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This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of [www.elmeasure.com](http://www.elmeasure.com) website.

The domain name [www.elmeasure.com](http://www.elmeasure.com) (hereinafter referred to as "Website") is owned by Elecon Measurements Private Limited a company incorporated under the Companies Act, 2004 with its registered office at # 764, 4th Phase, 707, Yelahanka New Town, Bangalore - 560 106, India.

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

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a buyer on the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. Elmeasure allows the User to surf the Website or making purchases without registering on the Website. The term "We", "Us", "Our" shall mean Elecon Measurements Private Limited.

When You use any of the services provided by Us through the Website, including but not limited to, (e.g. Product Reviews, Seller Reviews), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

**ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS**

**UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING.** By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by Elmeasure Policies (including but not limited to Privacy Policy available on [http://www.elmeasure.com/downloads/interviews/Elm\\_policies.pdf](http://www.elmeasure.com/downloads/interviews/Elm_policies.pdf)) as amended from time to time.

#### Membership Eligibility

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

## Your Account and Registration Obligations

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

## Communications

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

## Platform for Transaction and Communication

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

## Henceforward:

1. All commercial/contractual terms are offered by and agreed to between Buyers and Sellers alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. Elmeasure does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.
2. Elmeasure does not make any representation or Warranty as to specifics (such as quality, value, salability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Website. Elmeasure does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Website. Elmeasure accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
3. Elmeasure is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. Elmeasure cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction concluded on the Website. Elmeasure shall not and is not required to mediate or resolve any dispute or disagreement between Buyers and Sellers.
4. Elmeasure does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Website and use Your best judgment in that behalf.
5. Elmeasure 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.
6. At no time shall Elmeasure hold any right, title or interest over the products nor shall Elmeasure have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers. Elmeasure is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.
7. The Website is only a platform that can be utilized by Users to reach a larger base to buy and sell products or services. Elmeasure is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Seller and the Buyer. At no time

shall Elmeasure hold any any right, title or interest over the products nor shall Elmeasure have any obligations or liabilities in respect of such contract. Elmeasure is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

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

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

9. You release and indemnify Elmeasure 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, Elmeasure 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. Please note that there could be risks in dealing with underage persons or people acting under false pretence.

## Charges

Membership on the Website is free for buyers. Elmeasure does not charge any fee for browsing and buying on the Website. Elmeasure reserves the right to change its Fee Policy from time to time. In particular, Elmeasure may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In such an event Elmeasure reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to Elmeasure Internet Private Limited.

## Use of the Website

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

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
  - (a) belongs to another person and to which You does not have any right to;
  - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
  - (c) is misleading in any way;
  - (d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - (e) harasses or advocates harassment of another person;
  - (f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
  - (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - (h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
  - (i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

- (j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- (l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (m) contains video, photographs, or images of another person (with a minor or an adult).
- (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website. Throughout this Terms of Use, Elmeasure's prior written consent means a communication coming from Elmeasure's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;
- (p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;
- (q) interferes with another USER's use and enjoyment of the Website or any other individual's User and enjoyment of similar services; ® refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
- (s) harm minors in any way;
- (t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- (u) violates any law for the time being in force;
- (v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (w) impersonate another person;
- (x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- (y) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- (z) shall not be false, inaccurate or misleading;
- (aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- (ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

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

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

4. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.

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

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

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

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

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

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

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

12. You shall not engage in advertising to, or solicitation of, other Users of the Website to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website. It shall be a violation of these Terms of Use to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such

advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. We reserve the right, but has no obligation, to monitor the materials posted on the Website. Elmeasure shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or

letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect Elmeasure views. In no event shall Elmeasure assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

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

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

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

#### Contents Posted on Site

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"), is a third party user generated content and Elmeasure has no control over such third party user generated content as Elmeasure is merely an intermediary for the purposes of this Terms of Use. Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Elmeasure's express prior written consent. You may use information on the products and services purposely made available on the Website for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

You shall be responsible for any notes, messages, emails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Website (collectively, "Content"). Such Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but

not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide. You agree that any Content You post may be used by us, consistent with Our Privacy Policy and Rules of Conduct on Site as mentioned herein, and You are not entitled to any payment or other compensation for such use.

## Privacy

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

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

## Disclaimer of Warranties and Liability

This Website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing.

Without prejudice to the foregoing paragraph, Elmeasure does not warrant that:

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

Elmeasure will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. Elmeasure does not warrant that this site, information, Content, materials, product (including software) or services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components. Nothing on Website constitutes, or is meant to constitute, advice of any kind. All the Products sold on Website are governed by different state laws and if Seller is unable to deliver such Products due to implications of different state laws, Seller will return or will give credit for the amount (if any) received in advance by Seller from the sale of such Product that could not be delivered to You. You will be required to enter a valid phone number while placing an order on the Website. By registering Your phone number with us, You consent to be contacted by Us via phone calls and/or SMS notifications, in case of any order or shipment or delivery related updates. We will not use your personal information to initiate any promotional phone calls or SMS.

## Services Payment

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

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

All payments made against the purchases/services on Website by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website. Before shipping / delivering your order to you, Seller may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by you for your purchase. This is done in the interest of providing a safe online shopping environment to Our Users.

Further:

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

2. You have specifically authorized Elmeasure or its service providers to collect, process, facilitate and remit payments and / or the Transaction Price electronically or through Cash on Delivery to and from other Users in respect of transactions through Payment Facility. Your relationship with Elmeasure is on a principal to principal basis and by accepting these Terms of Use you agree that Elmeasure is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed on Elmeasure's Website that are paid for by using the Payment Facility. Elmeasure does not guarantee the identity of any User nor does it ensure that a Buyer or a Seller will complete a transaction.

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

Payment Facility for Buyers:

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



registration details provided by the Buyer)

- Refund shall be made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.
- For electronics payments, refund shall be made through payment facility using NEFT/RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).
- Refund shall be conditional and shall be with recourse available to Elmeasure in case of any misuse by user.
- Refund shall be subject to Buyer complying with Policies.

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

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

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

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

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

Compliance with Laws:

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

Buyer's arrangement with Issuing Bank:

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

11. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the

respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

## Indemnity

You shall indemnify and hold harmless Elmeasure, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

## Applicable Law

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Bangalore.

## Jurisdictional Issues/Sale in India Only

Unless otherwise specified, the material on the Website is presented solely for the purpose of sale in India. Elmeasure make no representation that materials in the Website are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative and Elmeasure is not responsible for supply of products/refund for the products ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

## Trademark, Copyright and Restriction

This site is controlled and operated by Elmeasure and products are sold by respective Sellers. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Website is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

## Trademark complaint

Elmeasure respects the intellectual property of others. In case You feel that Your Trademark has been infringed, You can write to Elmeasure at [support@elmeasure.com](mailto:support@elmeasure.com).

## Product Description

Elmeasure we do not warrant that Product description or other content of this Website is accurate, complete, reliable, current, or error-free and assumes no liability in this regard. Limitation of Liability

**IN NO EVENT SHALL ELMEASURE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

## Contact Us

Please send any questions or comments (including all inquiries) regarding this Website to [support@elmeasure.com](mailto:support@elmeasure.com).

## POLICIES

**Profanity Policy** Elmeasure prohibits the use of language that is racist, hateful, sexual or obscene in nature in a public area. This policy extends to text within listings, on Seller pages and all other areas of the site that another User may view. If the profane words are part of a title for the item being sold, we allow Sellers to 'blur' out the bulk of the offending word with asterisks (i.e., s\*\*\* or f\*\*\*).

Please report any violations of this policy to the correct area for review:

- Report offensive Display Names
- Report offensive language in a listing or otherwise

If a feedback comment; or any communication made between Users on the Website; or email communication between Users in relation to transactions conducted on Website contain profanity, please review Our feedback removal policy and submit a request for action/removal. Disciplinary action may result in the indefinite suspension of a User's account, temporary suspension, or a formal warning. Elmeasure will consider the circumstances of an alleged policy violation and the user's trading records before taking action.

Violations of this policy may result in a range of actions, including:

1. Limits placed on account privileges;
2. Loss of special status;
3. Account suspension.

## Returns Policy

**Definition:** 'Return' is defined as the action of giving back the item purchased by the Buyer to the Seller on the Elmeasure website.

Following situations may arise:

1. Item was defective
2. Item was damaged during the Shipping
3. Products was / were missing
4. Wrong item was sent by the Seller.

Further for returns being made by Buyer to the Seller of the product, the following parameters needs to be ensured by the Buyer:

| Category    | Condition                               |
|-------------|---|
| Electronics | Should be new and with Original Packing |
| Software    | Should be new and with Original Packing |

If the product being returned is not in accordance with the above parameters, then Buyer shall not be entitled to any replacement from the Seller. Shipping cost for returning the product shall be borne and incurred by the Seller.

## Replacement

**Definition:** Replacement is the action or process of replacing something in place of another. A Buyer can request for replacement whenever he is not happy with the item, reason being Damaged in shipping, Defective item, Item(s) missing, wrong item shipped and the like. Buyer need to raise the replacement request within 10 days from the date of delivery of products. Once Buyer has raised a replacement request by contacting Us on the Toll Free Number provided on the Website. Once the replacement request has been raised, the following steps shall be followed:

1. Buyer is asked for "Reason for Return". Among others, the following are the leading reasons:

- Shipping was damaged
- Item was defective
- Item Dead on Arrival
- Item(s) were missing
- Wrong item sent

2. An intimation shall be provided to Seller seeking either "approval" or "rejection" of the replacement request.

3. In case the Seller accepts the replacement request, Buyer shall be required to return the product to the Seller and only after return of the product, Seller shall be obliged to provide the replacement product to the Buyer.

4. In case Seller rejects the replacement request, Buyer can choose to raise a dispute by writing to support@elmeasure.com. All shipping and other replacement charges shall be borne and incurred by the Seller.

Disputes (Resolutions) Policy Overview Generally, transactions are conducted smoothly on Elmeasure. However there may be some cases where both the Buyers and Sellers may face issues. At Elmeasure, we have a Dispute Resolution process in order to resolve disputes between Buyers and Sellers.

What is a 'dispute'?

A 'Dispute' can be defined as a disagreement between a Buyer and a Seller in connection with a transaction on the Website.

How does a 'dispute' occur in the Marketplace?

Disputes are filed as a result of a disagreement between the Buyer and the Seller. Disputes arise out of an issue that is raised by either party not being completely satisfied with the resolution of their complaint/issue. It is important that before a Buyer/Seller raises a dispute, they should attempt to solve the issue. Please note that whenever a Buyer raises a dispute, the Seller's payment for that order is put on hold immediately until the issue is resolved.

How is a 'dispute' created?

Whenever there is a disagreement, the Buyer can write to support@elmeasure.com, while the Seller can write to support@elmeasure.com, in order to raise a dispute. Disputes can be raised at a particular transaction level.

What are the various types of 'disputes'?

Following are the indicative examples of potential disputes:

1. Wrong item received
2. Item Not as described
  - Damaged or Seal broken on Product
  - Part/Accessory missing
  - Item not Compatible
  - Seller Description/Specification Wrong
  - Defective (Functional issues)
  - Product not working and Manufacturer claims invalid Invoice

In case the Seller rejects the return request of the Buyer, and Buyer raises a dispute, then Elmeasure will try to mediate and resolve the dispute between both the parties. If the dispute is resolved in favour of the Buyer, a refund is provided once the product is returned to the Seller. If the dispute is settled in favour of the Seller, Buyer is entitled to any refund.

Buyer Eligibility and Restrictions

- Only the Buyers who have purchased the product on Elmeasure are eligible
- Buyers can file a dispute within 15 days from the date of delivery of the product
- Any damage or loss to the product after delivery will not be covered under this program and will completely be the Buyer's responsibility. Buyers should refuse to accept delivery if the item is damaged.
- Buyers should first contact the Seller and attempt to resolve the issue. If the Buyer doesn't hear from the Seller or is unable to resolve the issue with the Seller even after contact, a dispute can be raised with Elmeasure by writing an email to support@elmeasure.com
- Fraudulent charges and claims are not covered
- Elmeasure shall at no point be responsible for any direct or indirect losses, expenses, costs of any nature whatsoever that may be incurred by any Buyer/Seller.

- Claims of the nature of 'Buyer remorse' (i.e. instances where products are bought by the Buyer by mistake or where the Buyer chooses to change his/her mind with regard to the product purchased by him) will not be entertained through this program.
- Elmeasure reserves its right to initiate civil and/or criminal proceedings against a User who, files an invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, Elmeasure may at its sole discretion suspend, block, restrict, cancel the Display Name [and its related Display Names] of such User and/or disqualify that user and any related users from availing protection through this program.
- Decisions made by Elmeasure under the Buyer Protection Program shall be final and binding on its Users.
- Elmeasure reserves the right to modify / discontinue Buyer Protection Program without any prior notice period to its Users.
- Through this program, Elmeasure shall not entertain claims of Buyers who have incurred loss due to delayed shipment or delivery of the item by the Seller.
- Elmeasure Customer Support Team may seek additional information/clarification from Buyer to facilitate resolution of the dispute. In the event Buyer does not respond with information/clarification sought within 10 days of such request, the dispute shall be auto-closed in favour of the Seller.

## Disputes via Chargeback

Whenever a chargeback (CB) comes from a payment gateway/bank, following situations may arise:

1. Item not received CB - Buyer hasn't received the item. Refund will be created in accordance with the dispute policies
2. Unauthorized CB - Buyer hasn't made this particular transaction. Refund will be created in accordance with the dispute policies. Seller expressly agrees that issuing the correct and complete invoice is the sole and primary responsibility of the Seller. Furthermore, Seller shall ensure that invoices state "Powered by Elmeasure" and failing to do so Seller will be liable for chargebacks (as applicable)
3. Item not as described - meaning item is not what Buyer expected. Dispute will be decided in accordance with the dispute policies.

## Email Abuse & Threat Policy

Private communication, including email correspondence, is not regulated by Elmeasure. Elmeasure encourages its Users to be professional, courteous and respectful when communicating by email.

However, Elmeasure will investigate and can take action on certain types of unwanted emails that violate Elmeasure policies.

Such instances:

Threats of Bodily Harm - Elmeasure does not permit Users to send explicit threats of bodily harm. Misuse of Elmeasure System - Elmeasure allows Users to facilitate transactions through the Elmeasure system, but will investigate any misuse of this service.

Spoof (Fake) email - Elmeasure will never ask you to provide sensitive information through email. In case you receive any spoof (fake) email, you are requested to report the same to Us through 'Contact Us' tab. Spam (Unsolicited Commercial email) - Elmeasure's spam policy applies only to unsolicited commercial messages sent by Elmeasure Users. Elmeasure Users are not allowed to send spam messages to other Users.

Offers to Buy or Sell Outside of Elmeasure - Elmeasure prohibits email offers to buy or sell listed products outside of the Elmeasure Website. Offers of this nature are a potential fraud risk for both Buyers and Sellers.

Elmeasure policy prohibits user-to-user threats of physical harm via any method including, phone, email and on Our public message boards.

Violations of this policy may result in a range of actions, including:

- Limits on account privileges
- Account suspension
- Cancellation of listings

- Loss of special status

#### Other Businesses

Elmeasure does not take responsibility or liability for the actions, products, content and services on the Website, which are linked to Affiliates and / or third party websites using Website's APIs or otherwise. In addition, the Website may provide links to the third party websites of Our affiliated companies and certain other businesses for which, Elmeasure assumes no responsibility for examining or evaluating the products and services offered by them. Elmeasure do not warrant the offerings of, any of these businesses or individuals or the content of such third party website(s). Elmeasure does not endorse, in any way, any third party website(s) or content thereof.