

Retail Agreement

MARKETPLACE AGREEMENT

Seller Terms of Use:

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

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access to or usage of Market.tribesindia.com website.

For the purpose of the Terms of Use (hereinafter referred to as “ToU”), wherever the context so requires, ‘you’ and ‘your’ shall relate to any natural or legal person who has agreed to become a seller on the Platform by providing registration data while registering on the Platform using computer systems. The word ‘user’ shall collectively imply a seller, a buyer, and any visitor on the Platform and the terms ‘we’, ‘us’ and ‘our’ shall mean TRIFED.

Your use of the Platform and the features therein is governed by the following terms and conditions (ToU) including applicable policies available on the Platform, notifications and communications sent to you on the Platform which are incorporated herein by way of reference. If you transact on the Platform, you shall be subject to the policies that are applicable to the Platform for such a transaction. By mere use of the Platform you shall be contracting with TRIFED, and these terms and conditions including the policies constitute your binding obligations to TRIFED.

When you use any current or future services provided by us through the Platform you will be subject to the rules, guidelines, policies, terms and conditions applicable to such services and they shall be deemed incorporated into the ToU and considered a part and parcel of the ToU. We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the ToU at any time. We will notify you through any of the communication modes as mentioned in this ToU in case of any changes or updates to the ToU that materially impact your use of the Platform. Your continued use of the Platform following the changes or updates will mean that you accept and agree to the revisions. As long as you comply with the ToU, we grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Platform.

ACCESSING, BROWSING, OR OTHERWISE USING THE PLATFORM INDICATES YOUR AGREEMENT WITH ALL THE TERMS AND CONDITIONS UNDER THE TOU. PLEASE READ THE TOU CAREFULLY BEFORE

PROCEEDING. By impliedly or expressly accepting the ToU, you also accept and agree to be bound by all of [TRIFED's policies applicable to you](#), as amended, from time to time.

Seller Eligibility

The use of the Platform is available only to persons who can form legally binding contracts under the 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 Platform. If you are a minor i.e. under the age of 18 years, you shall not register as a seller on the Platform, transact or use the Platform. TRIFED reserves the right to terminate your registration and/or refuse you access to the Platform if it is brought to TRIFED's notice or discovered that you are under the age of 18 years. If you register as a business entity, you represent that you are duly authorized by the business entity to accept the ToU and you have the authority to bind the business entity to the ToU.

Your Account and Registration Obligations

In the course of your use of the Platform, you agree to furnish your details and information as requested by us from time to time. You shall remain responsible for maintaining confidentiality of this information, as well as your display name, login and password details. You agree that if you provide any information which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the ToU, we shall have the right to suspend or terminate your account on the Platform or indefinitely block you from accessing the Platform.

Communications

When you use the Platform or send emails, 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 or as and when required. We may communicate with you by email or any other mode of communication, electronic or otherwise.

Platform for Transaction and Communication

TRIFED is not and cannot be a party to any transaction or dispute between users on the Platform.

Consequently:

1. All commercial/contractual terms are offered by you and agreed upon between you and buyers alone. The commercial/contractual terms include (without limitation) price, shipping costs, payment methods and terms, date, period, and mode of delivery, and warranties and after-sales services related to products and services. TRIFED does not determine, advice, have any control, or in any way

involve itself in the offering or acceptance of such commercial/contractual terms between you and buyers.

2. TRIFED does not make any representations or warranties regarding specifics (such as quality, value, and saleability) of the products or services proposed to be sold, offered to be sold or purchased on the Platform. TRIFED does not implicitly or explicitly support or endorse the sale or purchase of any products and services on the Platform. TRIFED accepts no liability for any errors or omissions of third parties in relation to the products and services.

3. TRIFED is not responsible for any non-performance or breach of any contract between you and buyers. TRIFED cannot and does not guarantee that you and buyers concerned will perform transaction(s) concluded on the Platform. TRIFED shall not and is not required to mediate or resolve disputes or disagreements between you and buyers.

4. TRIFED does not make any representations or warranties regarding 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 buyer you choose to deal with on the Platform and use your best judgment in that regard.

5. TRIFED does not at any point in time during a transaction between you and a buyer on the Platform come into or take possession of any of the products or services offered by you, gain title to or have any rights or claims over the products or services offered by you to the buyer.

6. At no time shall TRIFED hold any right/title to or interest in the items nor have any obligations or liabilities with respect to such a contract. TRIFED is not responsible for unsatisfactory or delayed performance of services, damages, or delays as a result of items which are out of stock, unavailable, or back-ordered.

7. The Platform is only a platform that can be utilized by you to reach a larger buyer base to sell items. TRIFED only provides a platform for selling the items and it is agreed that the contract for sale of any products shall be a strictly bipartite contract between you and the buyer.

8. You release and indemnify TRIFED and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the users on the Platform and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, TRIFED cannot control the information provided by other users which is made available on the Platform. You may find other user's information to be offensive, harmful, inaccurate or deceptive. Please use caution and practice safe trading when using the Platform. Please note that there may be risks in dealing with underage persons or people acting under false pretence.

Use of the Platform

You agree and understand that TRIFED and the Platform merely provide hosting services to its registered users and persons browsing/visiting the Platform. TRIFED neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor selects nor modifies the information contained in the transmission. TRIFED is merely an intermediary and does not interfere in the transaction between buyers and sellers.

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

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

- (a) belongs to another person and over which you have no right;
- (b) is grossly harmful, harassing, blasphemous, defamatory, bigotry, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or harassing, including but not limited to 'indecent representation of women' within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- (c) is false, inaccurate or 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', unsolicited mass mailing, or 'spamming';
- (g) promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory, or libelous;
- (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, information to circumvent manufacturer-installed copy-protect devices, or pirated music or links to pirated music files;
- (j) contains restricted or password-only access pages, hidden pages or images or URLs leading to any other pages (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, providing or creating computer viruses;

(m) contains unauthorized videos, photographs or images of another person (whether a minor or an adult);

(n) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform, profiles, blogs, communities, account information, bulletins, friend requests, or other areas of the Platform, or solicits passwords or personal identifying information for commercial or unlawful purposes from other users on the Platform;

(o) engages in commercial activities and/or sales such as contests, sweepstakes, barter, advertising, pyramid schemes, or the buying or selling of 'virtual' items related to the Platform without our prior written consent.

Throughout the ToU, TRIFED's prior written consent means a communication coming from TRIFED's Legal Department in response to your request and specifically addressing the activities or conduct for which you have sought authorization;

(p) solicits gambling or engages in any gambling activity which we, at our sole discretion, believe is or could be construed as being illegal;

(q) interferes with another's use and enjoyment of the Platform;

(r) refers to any website/URL which, at our sole discretion, contains material that is inappropriate for the Platform or any other website and content that is prohibited or violates the letter and spirit of ToU;

(s) harms minors in any way;

(t) infringes any patent, trademark, copyright, proprietary rights, third-party's trade secrets, rights of publicity, or privacy, is fraudulent, or involves the sale of counterfeit or stolen items;

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

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

(w) impersonates another person;

(x) contains software viruses or any other computer codes, 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, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any offence or prevents investigation of any offence or is insulting any other nation;

(z) shall, directly or indirectly, offer or attempt to offer trade or attempt to trade in any item 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;

(aa) shall create liability for us or cause us to lose (in whole or part) the services of our Internet Service Provider (“ISPs”) or other suppliers.

2. You shall not use any ‘deep-link’, ‘page-scrape’, ‘robot’, ‘spider’, automatic device, program, algorithm, methodology, or any similar or equivalent manual process to access, acquire, copy, monitor any portion of the Platform or content or in any way reproduce, or circumvent the navigational structure, presentation of the Platform, or any content to obtain or attempt to obtain any material, documents, or information through any means not purposely made available through the Platform. We reserve our right to bar any such activities.

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

4. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform or breach the security, authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace information on any other user of or visitor to Platform (including any account on the Platform that is not owned by you) or to its source or exploit the Platform, any service, information made available, or offered by or through the Platform 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) provided by the Platform.

5. You shall not make any negative, denigrating, or defamatory statement(s)/comment(s) about us, the brand name or domain name used by us, including the terms TRIFED, TRIFED.com or otherwise engage in any conduct or action that might tarnish the image or reputation of TRIFED or sellers on the platform or otherwise tarnish or dilute any TRIFED trade mark, service marks, trade name and/or goodwill associated with such trade, service marks or 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 Platform or TRIFED’s systems, networks, or any systems or networks connected to TRIFED.

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

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

8. You may not use the Platform or any content for any purpose that is unlawful or prohibited by the ToU or to solicit the performance of any illegal activity or other activity which infringes the rights of TRIFED.

9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000, and the rules there under as applicable and 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 Integrated Goods and Services Tax Act, Central Goods and Services Tax Act, Food Safety and Standards Authority of India (FSSAI), relevant State Goods and Services Tax Act or Union Territories Goods and Services Tax Act and Custom Duty, Local Levies as may be applicable) and obtain the necessary licences and permits regarding your use of our Platform, service and/or tools and your listing, purchase, solicitation of offers to purchase, and sale of items 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 provide us with and so that we do not violate any rights you might have in your information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, and sub-licensable (through multiple-tiers) right to exercise the copyright, publicity or database rights or any other rights you have in your information for any current or future promotional or advertising related activities and any business purposes of TRIFED. We will only use your information in accordance with this ToU and our Privacy Policy.

11. From time to time you shall be responsible for providing information relating to the items 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 items or services so as to mislead other users on the Platform in any manner.

12. You shall not engage in advertising or solicitation of other sellers on the Platform to buy or sell any products or services, including but not limited to products or services related to what is displayed on

the Platform. You may not transmit any chain letters or unsolicited commercial or junk email to other users acquired/via the Platform. It shall be a violation of the ToU to use any information obtained from the Platform in order to harass, abuse, or harm others or contact, advertise and sell to or solicit persons other than those who have chosen to buy from you. You understand that we have the right at all times to disclose any information (including the identity of the persons who have provided information or material on the Platform) as necessary to satisfy any law, regulation, or valid governmental request. This may include, without limitation, disclosure of the information in connection with the investigation of an alleged illegal activity or its solicitation and/or response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorized us to) disclose any information about you to law enforcement or other government officials as we, at our sole discretion, deem 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 have no obligation, to monitor the material posted on the Platform. TRIFED shall have the right, at its sole discretion, to remove any content that violates or is alleged to violate any applicable law or either the spirit or letter of the ToU. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIAL YOU POST ON THE WEBSITE AND YOUR INDEPENDENT COMMUNICATION WITH THE BUYERS AND OTHER SELLERS, REGARDLESS OF FORM. Please be advised that such content posted does not reflect TRIFED's views. In no event shall TRIFED assume or have any responsibility or liability for any content posted on the Platform or claims, damages, or losses resulting from its use and/or appearance of it on the Platform. You hereby represent and warrant that you have necessary rights to all the content 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 misleading, libellous, tortious, or otherwise unlawful information.

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

14. It is possible that other users (including unauthorized persons or 'hackers') may post or transmit offensive or obscene material on the Platform and that you may be involuntarily exposed to such material. It is also possible for others to obtain personal information about you due to your use of the Platform and use such information to harass or injure you. We do not approve of such unauthorized uses but by using the Platform, 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 Platform. Please

carefully select the type of information that you publicly disclose or share with others on the Platform.

15. TRIFED 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 (denial of service) / DDoS (Distributed Denial of Services).

Selling

As a registered seller, you shall list item(s) for sale on the Platform in accordance with the policies which are incorporated by way of reference in this ToU. You must be legally able to sell the item(s) you list for sale on our Platform and must have all the necessary licences and permits required for such sale. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics, pictures or videos that describe your item for sale. All items must be listed in an appropriate category on the Platform. All listed items must be kept in stock for successful fulfilment of sales. The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amount that you may have received from the buyer. You agree not to list a single product in multiple quantities across various categories on the Platform. TRIFED reserves the right to delete such multiple listings of the same product listed by you in various categories. TRIFED reserves the right to restrict the selling of products originating from certain countries.

Compliance on selling of goods/services

You shall also ensure full compliance with the provisions of Integrated Goods and Services Tax (IGST), Central Goods and Services Tax (CGST) and Union Territory Goods and Services Tax (UTGST) or State Goods and Services Tax (SGST) in respect of the goods/services supplied by you.

It is your responsibility to charge appropriate goods and services taxes on the supplies affected and remittance of the same to the Government. TRIFED shall not be responsible for any deficiency and/or omission on your part.

Pursuant to the tax collection at source provisions under IGST, CGST and/UTGST or SGST, the portal would collect tax collection at source at applicable rates on net value of taxable supplies made through the portal and remit to the appropriate Government.

In case of any mismatches on account of tax collection at source, you shall be required to provide all relevant information to TRIFED to correspond with the relevant authorities and also in case of any liability accruing on account of omission shall be your obligation to pay such deficit.

In the event of any conflict between the terms of this clause and any other clause in these terms of use, the provisions of this clause will prevail.

Content Posted on the Platform

All text, graphics, seller interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork, notes, messages, emails, billboard postings, drawings, profiles, opinions, ideas, images, videos, audio files, other material or information (collectively 'Content') are third-party generated Content and TRIFED has no responsibility or liability over such third-party generated Content as TRIFED is merely an intermediary for the purposes of this ToU. Except as expressly provided in the ToU, no part of the Platform including the 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, distribution or any commercial enterprise without TRIFED's prior written consent.

You may use the information on the products made available on the Platform for downloading provided you:

- (1) Do not remove any proprietary notice language in all copies of such Content;
- (2) Use such Content only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it to any media;
- (3) Make no modifications to any Content; and
- (4) Do not make any additional representations or warranties relating to the Content.

You shall be responsible for the Content posted or transmitted on the Platform by You. The Content will become our property and you grant us the worldwide, perpetual, royalty free 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 purpose forever, including, but not limited to, promotional and advertising purposes in any media, whether now known or hereafter devised or the creation of derivative work. You agree that any content you post may be used by us, consistent with this TOU, and you are not entitled to any payment or other compensation for such use.

Limited License

TRIFED grants seller a limited, non-transferable, non-exclusive, non-sub licensable, non-assignable and personal license to use "Powered by TRIFED" and/or "TRIFED.com" name and/or logo on seller's

invoice for transactions concluded on the Platform. Further, TRIFED grants seller a limited, non-transferable, non-exclusive, non-sublicensable, non-assignable and personal license to use “TRIFED.com” name and/or logo on packing material used by seller for delivery of Products sold on the Platform.

Types of Sellers

All registered sellers are categorized into following tiers:

- Platinum
- Gold
- Silver
- Bronze

This is done basis following criteria

- Sales achieved by sellers (revenues and units)
- Buyer feedback against the products sold by such sellers (returns and ratings), etc.

TRIFED reserves the right to revise the categories, criteria, and benefits to promote healthy competition amongst the sellers so that their performance leads to better buyer experience on the Platform.

Ref Table –

Criteria :	Sales /Month	Customer rating – cumulative for all products	Returns ?	Handover Time?	Discount	<i>Headers</i>	<i>Weightage</i>
Bronze							
SILVER	20,000 - 50,000	2+	< 15% returns by customers	Product handover to logistics in 48 Hours.	-0.50%	Sale	10%
GOLD	50,000 to 1 Lakh	3+	< 12% Return by customer	Product handover to logistics in 24 Hours.	-1%	Rating	20%
PLATINUM	More than 1 Lakh	4+	<9% Return by customer	Product handover to logistics in 12 Hours.	-2%	Returns	30%
						Same day order hand over to logistics.	40%

Payment

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 sellers and buyers and the payment facility is merely used by sellers and buyers to facilitate the completion of transactions. Use of the payment facility shall not render TRIFED liable or responsible for 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 the Platform.

2. You have specifically authorized TRIFED or its service providers to collect, process, facilitate, and remit payments and/or the transaction price electronically or through cash on delivery (CoD) to and from buyers in respect of transactions through payment facility. Your relationship with TRIFED is on a principal to principal basis and by accepting the ToU, you agree that TRIFED is an independent contractor for all purposes and does not have control of or liability for the products or services that are listed on the Platform and paid for by using the payment facility. TRIFED 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 TRIFED is neither a banking nor financial service, but merely a facilitator providing an electronic, automated online electronic payment facility for receiving payment, or cash on delivery (CoD) payment, collection and remittance for transactions on the Platform using the existing authorized banking infrastructure and credit card payment gateway (PG) network. Further, by providing payment facility, TRIFED neither acts as a trustee nor fiduciary with respect to transaction or transaction price.

It is hereby clarified that cash on delivery (COD) option may not be available for select products or categories, at TRIFED's sole discretion.

4. All online bank transfers from valid bank accounts are processed using the gateway provided by the respective issuing bank that supports 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 a seller buyer and the respective issuing bank.

Dispatch of products and/or services

1. You, as a seller, shall be required to dispatch the products and/or services for every transaction to the buyer within the time period as provided in the TOU to ensure that the products and/or services are delivered in a timely manner. Further, you will solely be responsible for undertaking transit insurance for products sold by You on the Platform. For avoidance of doubt, TRIFED will not be responsible for undertaking any insurance(s) for products sold by sellers on the Platform

2. Seller shall provide dispatch details and details of after-sales services related to products and services listed by it on the Platform to TRIFED in such a manner and within a time period as provided in the policies, failing which the transaction shall stand cancelled.

3. Seller shall dispatch the products and/or services using only an approved delivery channel which provides appropriate 'proof of dispatch' & 'proof of delivery' (PoDs) documentation. Such PoD documentation relating to delivery should be maintained by a seller. The PoDs should be furnished to TRIFED on demand within the time frame as notified from time to time.

4. Seller agrees that the dispatch details shall be true, correct, and duly authorized and shall not be misleading, fraudulent, false, unauthorized, illegal and shall not contain any misrepresentation of facts.

5. In case a seller fails to provide dispatch details or provides dispatch details not complying with policies, it shall result in consequences as more specifically stated in the TOU and may lead to suspension and/or termination of seller account.

6. Seller agrees that the transaction price paid by a buyer will be remitted to a seller's bank account contingent upon the following events:

a) Buyer confirms the delivery of products and/or services in the transaction;

b) Buyer does not take any action on payment facility to confirm delivery within such a time period as provided in the policies despite confirmation of dispatch of products and/or services by a seller to the buyer;

c) Buyer's refund claim is rejected by TRIFED due to any breach of the ToU, policies, and any applicable law;

d) Remittances to a seller for successful transactions under the payment facility, excluding CoD transactions, would be in compliance with directions issued by the Reserve Bank of India (RBI) for opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries vide its notification RBI/200910/231DPSS.CO.PD.No.1102 / 02.14.08/ 200910 dated November 24, 2009 ('RBI Intermediary Guidelines'). As per the RBI Intermediary Guidelines, payments to sellers which do not involve transfer of funds to nodal banks shall be effected within a maximum of T+2 settlement cycle (where T is defined as the day of intimation regarding the completion of transaction) ("**Master Settlement Date**"). Completion of the transaction shall be defined as follows:

Particulars	Thresholds (in days)
Order Date to Dispatch Date	5
Dispatch Date to Delivered Date	20
Return Policy	30
Return Request Date to Return Completed Date	20
Completion of the transaction (T)	75 days from the date on the date on which the order was placed

TRIFED may, at its sole discretion settle the payment to the sellers earlier, in accordance with the Payment Settlement Policy. However, in the event of a conflict between the Master Settlement Date and the dates set forth in the Payment Settlement Policy, the Master Settlement Date shall prevail.

You are required to route all shipments/consignments through the Logistic Partner, unless otherwise specified. 'Logistic Partner' shall mean a logistic service provider as approved by TRIFED.

Charges

Registration on the Platform is free. TRIFED does not charge any fee for browsing/registering on the Platform. However, before you list a product or service for sale through the Platform, TRIFED reserves the right to change its commission fee policy from time to time. Changes to the commission fee policy shall be posted on the Platform and such changes shall automatically become effective immediately after they are posted on the Platform. Unless otherwise stated, all fees shall be quoted in Indian Rupees (INR) and payable to TRIFED. You shall be solely responsible for compliance with all applicable laws for making payments to TRIFED.

You hereby agree that TRIFED shall have the right to set off any amounts due and payable by You to TRIFED against any payments due from TRIFED to You.

1. A seller agrees that TRIFED may offer to provide express remittance to eligible sellers as per payments settlement policy. Express Remittance shall be subject to RBI Intermediary Guidelines and arrangements/directions of the nodal bank. TRIFED, at its sole discretion, may make such an offer to eligible sellers and the same shall not be construed as a right but only as a privilege. Eligible sellers

understand that TRIFED reserves the right to withdraw Express Remittance at any time for any violation of the ToU or TRIFED's policies and/or failure by the eligible sellers to maintain or comply with the parameters as may be decided by TRIFED from time to time.

2. Invoice generation: A seller expressly agrees that issuing correct and complete invoice is the sole and primary responsibility of a seller. We will assist you with this process by generating an invoice on your behalf. For us to generate these invoices, we would need a digital image of your signature which will be affixed on the invoice. The invoice shall then be generated and sent to the seller. The seller shall be required to physically sign the invoice, print the invoice and affix the same on the consignment. The invoice generated by TRIFED shall be affixed by the seller on the consignment. Notwithstanding anything else contained in these terms of use, the seller shall be solely liable for any liability which may be imposed by taxation authorities for any discrepancy in the invoices.

A seller expressly agrees that issuing correct and complete invoice is the sole and primary responsibility of a seller. Furthermore, seller shall ensure that invoices state 'Powered by TRIFED' and failing to do so, a seller shall be liable to chargebacks (as applicable).

3. In case of any chargebacks levied by the bank, TRIFED shall have the right to deduct such chargebacks from seller remittances, present and future, and a seller's only remedy will be to discuss and resolve the same with the bank. A seller hereby agrees to extend full co-operation in resolving the chargeback disputes raised by a buyer through the bank and shall provide necessary documentation regarding the transaction to the complete satisfaction of the bank. In case the chargeback is ruled against a seller, TRIFED shall be entitled and authorized to recover the same from the seller to its fullest extent and the bank's decision shall be final and binding in this regard. In the event TRIFED has made any excess payment to seller inadvertently, such excess payments shall be set-off from any future payments payable by TRIFED to the seller.

4. TRIFED may delay notifying the payment confirmation, i.e. informing seller to dispatch if TRIFED deems suspicious or a buyer conducts high transaction volumes to ensure safety of the transaction and transaction price. In addition, TRIFED may hold transaction price and not inform seller to dispatch or remit transaction price to law enforcement officials (instead of refunding the same to a buyer) at the request of law enforcement officials or in the event of a buyer being engaged in any form of illegal activity.

5. Sellers acknowledge that TRIFED will not be liable for any damages, interests, claims etc. resulting from not processing a transaction/transaction price or any delay in processing a transaction/transaction price that is beyond the control of TRIFED.

6. TRIFED shall make payments into the bank account provided by a seller during the seller registration process. Once TRIFED has made payments into such a bank account number, TRIFED shall

be discharged of any/all liabilities towards the seller and the seller shall not be eligible for any claims whatsoever.

Refer Annexure 1 for margins / Mark up details.

Compliance with Laws:

Seller shall comply with all the applicable laws, including but not limited to Food Safety and Standard Authority of India (FSSAI) and obtain all necessary licences and permits applicable to them.

Product Description

TRIFED does not warrant that product description or other content on the Platform is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

Audits

TRIFED shall have the right to inspect and audit seller's records and premises / place of business through itself or through TRIFED approved third party testing agencies. Cost of such audit shall solely be borne by TRIFED unless audit reflects discrepancy in seller accounts / non-compliance with TRIFED's seller policies, in which case cost of audit shall be borne by the seller.

Breach

Without limiting other remedies, we may limit your activity, immediately remove your information, warn other users of your actions immediately, temporarily/indefinitely suspend/terminate/block your account and/or refuse you access to the Platform in the event of, including but not limited to, the following:

1. if you breach the ToU, privacy policy or other policies (if any);
2. if we are unable to verify or authenticate any information you provide; or
3. if it is believed that your actions may cause legal liability for you, other users, or us;

We may at any time, at our sole discretion, reinstate suspended sellers. A seller that has been suspended or blocked may not register or attempt to register with us or use the Platform (through itself or any other entity or legal form) in any manner whatsoever until such time that such a seller is reinstated by us. Notwithstanding the foregoing, if you breach the ToU or other rules and policies, we reserve the right to recover any amounts due and owed by you to us and take strict legal action, including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against you.

Indemnity

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

Trademark, Copyright and Restriction

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

Limitation of Liability

IN NO EVENT SHALL TRIFED BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE TOU, EVEN IF TRIFED HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Applicable Law

The ToU shall be governed, interpreted, and construed in accordance with the laws of India. The place of jurisdiction shall exclusively be Delhi.

Annexure :

Pricing Guidelines or Vendors

(i) Vendors who want to use all our services such as cataloguing, warehousing, and packing besides opening their shop on market.tribesindia.com:

25% + other costs for them (COD 2% + Closing Fee 5% + Return cost 5% + Logistic 6% + GST actual) + margin for discounts

(ii) Vendors who want to use the cataloguing services besides opening their shop on emarket.tribesindia.com.

20% + other costs for them (COD 2% + Closing Fee 5% + Return cost 5% + Logistic 6% + GST actual) + margin for discounts

(iii) Vendors who do not want to avail any of the service and want to open shop in market.tribesindia.com

12% + other costs for them (COD 2% + Closing Fee 5% + Return cost 5% + Logistic 6% + GST actual) + Margin for discounts

Overall Costs - Table a.) Cost % for all categories –

Category	C. cost	Logistic	Return cost	Mkt commission	COD	Closing fee	Wareho use & packing optional)	Catalogue (optional)	Sale Tax	
Metal	20%	6%	5%	12%	2%	5%	5%	8%	12%	
Jewellery	20%	6%	5%	12%	2%	5%	5%	8%	3%	
Cane & Bamboo	20%	6%	5%	12%	2%	5%	5%	8%	12%	
Gift&A	20%	6%	5%	12%	2%	5%	5%	8%	12%	
Pottery	20%	6%	5%	12%	2%	5%	5%	8%	12%	
Textile	20%	6%	5%	12%	2%	5%	5%	8%	12%	
Natural	20%	6%	5%	12%	2%	5%	5%	8%	12%	
Painting	20%	6%	5%	12%	2%	5%	5%	8%	12%	

Suggestions -

AB For Tribes India products: including all costs and taxes

If Mark-up is 100 % Then Discount of 18% can be given plus & 7 %.

if Mark-up is 120 % Then Discount 28 % can be given plus 7 %.

RECOMMENDED 120 % on all items except painting on which 200 % and 50 % mark-up recommended on natural and organic products.

Return policy

- i. Non for Breakable Ceramic, Glass etc. However, Returnable if breakage brought to the notice of the logistic person at the time of delivery.
- ii. Cane and Bamboo items will be non-returnable.
- iii. Cane and Bamboo Logistics charges will be extra as per actual.

Table a. Direct Expense in e com.

Header	Value	Type
Shipping Cost	Ref Table Number 6	Fixed, Value depends on volumetric weight and delivery zone
COD	1.8% of SP	Fixed
Fuel Surcharge	10% of Shipping cost	Fixed
FOV	0.25% of the invoice value	Fixed
S.Tax	avg. 12%	Fixed, vary from product to product
Returns	Same as shipping *2	Fixed, Value depends on volumetric weight and delivery zone
WH&PKG		Optional
Catalog		Optional
Other Services like Pan card, return filing etc		Optional

Example with Rs 500 price point -

Headers	Type 1	% Of SP
SP	500	
Commission @ 12%	55	Fixed
Logistics (inc of Tax)	32	6%
Cash on delivery	30	Fixed
Closing Fees @5%	25	Fixed
Return Cost	23	5%
Warehouse		Optional
Catalog cost		Optional
Total Expense	165	33%

Table b.) Shipment Costs – Illustrative

Shipping cost depends on The volumetric weight of the product and the zone to which it has to be delivered..

Shipment Costs - illustrative

Zone	Region	Rates up to 5 Kg			Rates> 5 Kg			
		First 500gms	Excess 500gms	TAT	Base Cost (5 Kg)	Excess Cost	Base Weight(kgs)	Excess Weight (kg)
A	Within City	24	21	Within 3 days	138	24	5	1
B	Within Zone	28	22	Within 5 days	155	30	5	1
C	Metro City	32	26	Within 5 days	170	51	5	1
D	ROI	35	28	Within 7 days	175	57	5	1
E	Special Destination	48	45	Within 9 days	199	60	5	1
COD		30 or 1.8% of invoice value			INR 35 or 2% of invoices			

	whichever is higher		
FSC	10% on the freight	As discussed insurance part will be handle by the shipper	
FOV	0.25% of the declared value	L x b x h /4500	
RTO Charges	Same as forwarding charges	Same as forwarding	
Volumetric Weight	L*B*H/5000	10% on the freight	

Supplier Categorization -

Criteria :	Sales /Month	Customer rating – cumulative for all products	Returns ?	Handover Time?	Discount	Headers	Weight age
Bronze							
SILVER	20,000 - 50,000	2+	< 15% returns by customers	Product handover to logistics in 48 Hours.	-0.50%	Sale	10%
GOLD	50,000 to 1 Lakh	3+	< 12% Return by customer	Product handover to logistics in 24 Hours.	-1%	Rating	20%
PLATINUM	More than 1 Lakh	4+	<9% Return by customer	Product handover to logistics in 12 Hours.	-2%	Returns	30%
						Same day to logistics.	40%