

1. PLEASE READ THE FOLLOWING USER AGREEMENT CAREFULLY

- a. The following demonstrates User Agreement (here-in-after referred to as an "Agreement" or "Terms of Use") between CapGrid Solutions Private Limited (hereinafter referred to as "CAPGRID") and the users of the Website ("You", "Your", "User"/"Users").
- b. Before you subscribe to and/or begin participating in or using web site, CAPGRID believes that user(s) have fully read, understood and accepted the Agreement.
- c. All the terms and conditions listed here for the website (<https://www.capgridsolutions.com>), our SaaS product (<https://portal.capgridsolutions.com/dashboard>) and SaaS Commerce businesses are in accordance with the FDI policy.
- d. If you do not agree to or wish to be bound by this Agreement, you may not access to or otherwise use the website.

2. USER AGREEMENT

- a. Your use of the CAPGRID website - <https://www.capgridsolutions.com> (hereinafter referred to as "Website"), our SaaS Portal <https://portal.capgridsolutions.com/dashboard> (hereinafter referred to as "the Portal" and SaaS Commerce businesses and services available on a website is governed by the following terms and conditions. This User Agreement for this Website shall come into effect on December 17th, 2020.
- b. CAPGRID may change, modify, amend, or update this agreement from time to time without any prior notification to user(s) and the amended and restated terms and conditions of use shall be effective immediately on posting. You are advised to regularly check for any amendments or updates to the terms and conditions contained in this User Agreement. If you do not adhere to the changes, you must stop using the service. Your continuous use of the service will signify your acceptance of the changed terms.

3. USER(S) ELIGIBILITY

- a. User(s) means any individual or business entity/organization that legally operates in India or in other countries, uses and has the right to use the services provided by CAPGRID. Our services are available only to those individuals or companies who can form legally binding contracts under the applicable law i.e. Indian Contract Act, 1872. As a minor if you wish to purchase or sell an item on the Website such purchase or sale may be made by your legal guardian or parents who have registered as users of the Website. CAPGRID advises its users that while accessing the Website, they must

follow/abide by the related laws. CAPGRID is not responsible for the possible consequences caused by your behaviour/conduct during use of the Website. CAPGRID may, in its sole discretion, reserve the right to terminate your membership and refuse to provide you with access to the Website at any time.

- b. We record buying and browsing activities of our users including but not limited to YOUR contact details and profiles and uses the same to provide value-added services to our users.
- c. If you are registering as a business entity, you represent that you are duly authorized by the business entity to accept this User Agreement and you have the authority to bind that business entity to this User Agreement.
- d. Please note our Website is also not a risk proof website.

4. ELECTRONIC COMMUNICATIONS

- a. When You use the Website or send emails or other data, information or communication to CAPGRID, You agree and understand that You are communicating with CAPGRID through electronic records and You consent to receive communications via electronic records from CAPGRID periodically and as and when required.

5. REGISTRATION AND YOUR ACCOUNT

- a. To become a Registered User(s) on the Portal there is a proper procedure which is for the convenience of user(s). User(s) can apply to become a Registered User(s) by filling an on-line registration form on the Website by giving desired information (name, contact information, details of its business, etc.), directly calling the phone number or sending an email to the email available on the Website.
- b. CAPGRID will get in touch with the interested parties and based on follow up discussions will establish an account ("Account") for the user(s) upon registration and assign a user alias ("User ID") and password ("Password") for log-in access to your Account. If you use the Website or the Portal as Registered User, you are responsible for maintaining the confidentiality of your User ID and Password. You are responsible for maintaining the confidentiality of your personal and non-personal information and for restricting access to your computer, computer system and computer network, and you are responsible for all activities that occur under your User ID and Password , email id and cell number as the case may be.
- c. If you register on behalf of a business entity, you represent that business entity and (a) you have the authority to bind the entity to terms and condition of use and/or this Agreement; (b) the address you use when registering is the principal place of

business of such business entity; and (c) all other information submitted to CAPGRID during the registration process is true, accurate, current and complete.

- d. By becoming a Registered User, you consent to the inclusion of your personal and non-personal data in our on-line database and authorize CAPGRID to share such information with other user(s). CAPGRID may refuse registration and deny the membership and associated User ID and Password to any user for whatever reason. Website may suspend or terminate a registered membership at any time without any prior notification in interest of CAPGRID or general interest of its visitors/other members without giving any reason thereof.
- e. Despite Your organization's contact number(s) are on Do Not Call Registry, You consent to be contacted by CAPGRID through phone calls, SMS notifications or any other means of communication, in respect to the services provided by CAPGRID.
- f. You agree, inter alia, to: 1. Provide true, accurate, current and complete information about yourself as prompted by CAPGRID's registration form or provided by You 2. Maintain and promptly update the personal and non-personal Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete or CAPGRID has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the User Agreement, CAPGRID has the right to indefinitely suspend or terminate or block access of your membership with the Website and refuse to provide you with access to the Website.

6. USE OF THE WEBSITE AND THE PORTAL

- a. You may use the Services in accordance with our contractual arrangement with you or your Employer / organisation that you represent.
- b. Subject to your compliance with these Terms of Use, the Company grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the Service.
- c. You agree not to (and not to attempt to) (i) use the Service for any use or purpose other than as expressly permitted by these Terms of Use.
- d. Company reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. The Company reserves the right to refuse any user access to the Services without notice for any reason, including but not limited to a violation of the Terms of Use.
- e. If you violate these Terms of Use, the Company reserves the right to issue you a warning regarding the violation or immediately terminate or suspend any or all accounts you have created using the Service. You agree that the Company need not

provide you notice before terminating or suspending your Account(s), but it may do so

7. PRIVACY

- a. Your privacy is important to us. Please read the CapGrid Privacy Policy on our Website as it describes the types of data we collect from you and your devices (“Personal Data”), how we use your Data, and the legal basis for which we have to process your Personal Data.

8. USE OF CAPGRID PORTAL

- a. If you use the Portal, as a User you are responsible for maintaining the security of the devices on which the Portal is installed and/or used, as well as the security of your account associated with the Portal. You are responsible for all activities that occur on the Portal under your account.
- b. You may only access the Portal and use the Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any or all provisions of Applicable Law pertaining to Your use of the Portal and Services. You agree that you will not in any way:
 - i. Interfere with the ability of others to access or use the Portal.
 - ii. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.
 - iii. Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Service or other users’ computers.
 - iv. Violate any Applicable Laws or regulations, or promote and encourage any illegal activity including, but not limited to hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Service.

9. GOVERNING LAW

- a. These Terms of Use shall be governed by and constructed in accordance with the laws of India, without reference to conflict of laws & principles. The courts in Gurgaon, India, shall have the exclusive jurisdiction to determine any disputes rising in relation to, or under, these Terms of Use.

10. INDEMNIFICATION

- a. The USER shall keep CapGrid indemnified against freight, and other charges including duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on shipments plus disputes and actions with their

Consignees if any related to quality, quantity and condition. The USER shall keep CapGrid indemnified from any sequential liability due to the product related issue or due to the delay in delivery of the product.

- b. The USER shall keep CapGrid indemnified against all duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on shipments and shall keep CapGrid indemnified against any loss, damage, costs, expenses arising out of any action or proceedings initiated by any authority (judicial or regulatory of the like) on account of any act/omissions on its part. The USER will be solely responsible to comply with all statutory requirements (State, Central Laws/Statutes, Tax Laws and Local Laws) applicable in relation to booking, sale and transportation of the shipments carried and delivered by CapGrid in pursuance of this agreement.
- c. The USER shall keep CapGrid indemnified against any loss, damage, costs, expenses arising out of any action or proceedings initiated by any authority (judicial or regulatory or the like) on account of any act/omissions on its part.

11. ARBITRATION

- a. Any dispute arising out of or in connection with these Terms of Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by the sole arbitrator appointed by the sole discretion of CapGrid. The arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 read with its amendments. The language of the arbitration shall be English. The decision of the sole arbitrator shall be final, conclusive and binding on the parties. The venue and seat of such arbitration shall be Gurgaon, Haryana.

12. COMPANY'S LIABILITY

- a. CapGrid any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of CapGrid's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage

due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

- b. Nothing in this legal notice shall exclude or limit the CapGrid's liability for:
 - i. death or personal injury caused by CapGrid;
 - ii. Fraudulent misrepresentation; or
 - iii. any liability which cannot be excluded or limited under applicable law (including without limitation consumer law).
- c. If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

13. IPR PROTECTION

- a. You are permitted to print and download extracts from this Website for your own personal use on the following basis:
 - i. no graphics on this Website are used separately from accompanying text; and
 - ii. CapGrid's copyright and trademark notices and this permission notice appear in all copies.
- b. Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by CapGrid or its licensors. For the purposes of this legal notice, any use of extracts from this Website other than in accordance with clause 13(a) above for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.
- c. Subject to clause 13(a), no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.
- d. Any rights not expressly granted in these terms are reserved.

14. THIRD PARTY LINKS

- a. Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. CapGrid has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. CapGrid therefore does not endorse or make any representations about them, or any material found there, or any results that may be

obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

- b. If you wish to create a link to this Website you must contact CapGrid in advance to seek permission to do so. If permission is granted, you may only create a link to this Website on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:
 - i. you do not remove, distort or otherwise alter the size or appearance of our logo, trademark or trade name;
 - ii. you do not create a frame or any other browser or border environment around the Website;
 - iii. you do not in any way imply that CapGrid is endorsing any products or services other than its own;
 - iv. you do not misrepresent your relationship with CapGrid nor present any other false information about CapGrid;
 - v. you do not otherwise use any logo, trade marks or trade name displayed on the website without express written permission from CapGrid;
 - vi. you do not link from a website that is not owned by you; and
 - vii. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

15. DISCLAIMER OF WARRANTIES

- a. While CapGrid endeavours to ensure that the information on its Website is correct, CapGrid does not warrant the accuracy and completeness of the material on the Website. CapGrid may make changes to the material on the Website, or to the products, services and/or prices described in it, at any time without notice. The material on the Website may be out of date, and CapGrid makes no commitment to update such material.
- b. The material on the Website is provided 'as is', without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, CapGrid provides you with the Website on the basis that CapGrid excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions

implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

- c. Commentary and other materials on the Website are not intended to amount to advice on which reliance is placed.

16. ENTIRE AGREEMENT

These Terms of Use represent the entire arrangement between the Parties in respect of its subject matter and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to its subject matter. No collateral agreements have been made.

17. WAIVER and SEVERABILITY

The failure of CapGrid to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. To the extent that any provision in these Terms of Use shall be found to be invalid or unenforceable, such provision shall be modified in such a manner so as to make these Terms as modified, legal and enforceable under applicable laws and the balance of the provisions of these Terms of Use shall not be affected thereby.