

Global Infonet Distribution Private Limited User Agreement

This document is an electronic record in terms of Information Technology Act, 2000 and the amended 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.

These terms and conditions (“Global Infonet Distribution Pvt Ltd User Agreement”) and the Global Infonet Distribution Pvt Ltd Rules and Policies (hereinafter referred to as the “Global Infonet Distribution Pvt Ltd Rules and Policies” that have been incorporated by way of reference) between you and Global Infonet Distribution Private Limited, a company incorporated in India (hereinafter referred to as “Global Infonet Distribution Pvt Ltd”) and governs your use of the Global Infonet Distribution Pvt Ltd Facility which is an automated and electronic order, payment processing and collection facility provided by Global Infonet Distribution Pvt Ltd. You must read, agree with and accept all of the terms and conditions contained in this Global Infonet Distribution Pvt Ltd User Agreement and Global Infonet Distribution Pvt Ltd Rules and Policies as these terms constitute your legal and contractual obligations towards Global Infonet Distribution Pvt Ltd. This Global Infonet Distribution Pvt Ltd User Agreement and Global Infonet Distribution Pvt Ltd Rules and Policies shall come into effect from 1st December, 2010.

This User Agreement and Rules and Policies shall be effective and binding upon your ‘acceptance’. ‘Acceptance’ shall mean your affirmative action to agree with the terms and conditions. All payments made using the Global Infonet Distribution Pvt Ltd Facility are bound by the User Agreement and Rules and Policies. **If you do not agree or are not willing to be bound by the terms and conditions of this Global Infonet Distribution Pvt Ltd User Agreement and Global Infonet Distribution Pvt Ltd Rules and Policies, please do not seek to obtain access to or otherwise avail Global Infonet Distribution Pvt Ltd Facility.**

Please note that various underlined words and phrases are hyperlinked to various agreements, terms and conditions and rules and polices which are incorporated by way of reference.

You agree that Global Infonet Distribution Pvt Ltd may appoint any service provider, including but not restricted to one or more of Global Infonet Distribution Pvt Ltd's affiliate and/or service provider(s) in India (“Global Infonet Distribution Pvt Ltd Affiliate”) to provide backend operations and support on the instructions of Global Infonet Distribution Pvt Ltd including, without limitation collection, processing and remittance of the Transaction Price under instructions of Global Infonet Distribution Pvt Ltd using the existing authorized banking infrastructure and credit card payment gateway networks.

Global Infonet Distribution Pvt Ltd may amend this Global Infonet Distribution Pvt Ltd User Agreement and/or Global Infonet Distribution Pvt Ltd Rules and Policies at any time by posting a revised version on the Global Infonet Distribution Pvt Ltd Website.

Electronic Communications: When Buyer uses Global Infonet Distribution Pvt Ltd Facility or send emails or other data, information or communication to Global Infonet Distribution Pvt Ltd, the Buyer agrees and understands that such Buyer is communicating with Global Infonet Distribution Pvt Ltd through electronic records. Buyer consents to receive communications via electronic records from Global Infonet Distribution Pvt Ltd periodically and as and when required. Global Infonet Distribution Pvt Ltd will communicate with Buyer by email or electronic records on the Global Infonet Distribution Pvt Ltd Website or on Global Infonet Distribution Pvt Ltd Facility which will be deemed adequate service of notice / electronic record.

Eligibility and Registration with Global Infonet Distribution Pvt Ltd Facility:

Buyers: Global Infonet Distribution Pvt Ltd Facility is available to Buyers who have a Valid Credit Card or a Valid Bank Account. There is no separate registration of Buyer in order to use Global Infonet Distribution Pvt Ltd Facility.

Sellers: The Global Infonet Distribution Pvt Ltd

1. Key Definitions:

Unless the context shall otherwise require;

“Buyer” shall mean a User who contracts with a Seller to purchase goods offered by the Global Infonet Distribution Pvt Ltd or enters into a Transaction with the Global Infonet Distribution Pvt Ltd Facility to pay the Transaction Price.

“Delivery / Delivered” means physical or otherwise delivery of the goods (for which a Transaction Price has been paid by the Buyer) by the Seller to the Buyer at the address specified by the Buyer or such other address as agreed between Buyer and Seller.

“Dispatch” or “Dispatched” shall mean that the goods (for which a Transaction Price has been paid by the Buyer or the buyer has confirmed to pay) have been dispatched by the Seller to the Buyer at the address specified by the Buyer to Global Infonet Distribution Pvt Ltd or on Global Infonet Distribution Pvt Ltd Facility at the time of Transaction.

“Dispatch Details” shall mean the correct and valid data, information, details or documents as specified by Global Infonet Distribution Pvt Ltd in its Rules and Policies from time to time, which is indicating the fact of Proof of Dispatch and/or Proof of Delivery.

"Information" means and shall include any confidential and/or personally identifiable information or other information related to User, including but not limited to the following: 1) name 2) email address, 3) billing/shipping address 4) phone number and 5) banking / financial information.

“Issuing Bank” in respect of a Buyer, means (a) the bank which has issued a Valid Credit Card to the Buyer or (b) the branch of a bank which maintains a Valid Bank Account in the name of Buyer; with which the Buyer pays the Transaction Price. Currently, Global Infonet Distribution Pvt Ltd Facility

supports Online Bank Transfers from the Banks available while selecting Global Infonet Distribution Pvt Ltd Facility as the payment method. Global Infonet Distribution Pvt Ltd may add or remove or suspend any one or more banks. Such change shall come into effect upon posting of the same on Global Infonet Distribution Pvt Ltd Website.

“Logistics Partner” shall mean courier company(s) who will deliver the goods to the buyer.

"Global Infonet Distribution Pvt Ltd Facility" means the automated payment(electronic or collection provided by Global Infonet Distribution Pvt Ltd to Buyers as an adjunct activity to facilitate its ecommerce marketplace business through phones with Global Infonet Distribution Pvt Ltd User Agreement, its Rules and Policies and Terms and Conditions and subject to Global Infonet Distribution Pvt Ltd.

“Terms and Conditions” means a set of contractual obligations required to be accepted and agreed to by a buyer with and use the Global Infonet Distribution Pvt Ltd Facility.

"User" shall have the meaning assigned to the term as per the Global Infonet Distribution Pvt Ltd and shall mean and include the term **“User”** and any reference to **"you"** or **"your"** shall be deemed to refer to you.

“Seller” shall mean a Global Infonet Distribution Pvt Ltd.

“Transaction” means every electronically generated commitment to purchase and /or every electronic generated valid purchase by Buyer of the goods or services listed by the Global Infonet Distribution Pvt Ltd.

“Transaction Price” means the price of the goods or service for every Transaction and shall include, if applicable, the shipping charges, insurance charges and all other taxes, duties, costs, charges and expenses in respect thereof as charged by the Seller.

“Valid Credit Card” currently means a Visa or a MasterCard credit card which is not listed in Visa/MasterCard's current warning bulletin and lawfully owned by the user of the card at the time of a Transaction as well as at the time of refund from Global Infonet Distribution Pvt Ltd Facility. Currently, Global Infonet Distribution Pvt Ltd Facility supports Visa and MasterCard through ICICI Bank Limited and ICICI ePayments Limited.

“Valid Bank Account” in relation to a Buyer (**“Buyer Bank Account”**) shall mean a valid and operational bank account in the name of Buyer. In relation to a Seller (**“Seller's Bank Account”**) shall mean a valid and operational banking account maintained by Seller with a bank, or any branch of such bank, in the name of Seller. Both the Buyer Bank Account and Seller Bank Account are required to be with a branch of a nationalized bank as per applicable Indian laws or any scheduled bank or other banks which are registered with or approved by Reserve Bank of India and such branch and/or account of the Buyer and Seller supports Reserve Bank of India's retail electronic / online banking system including, without limitation, National Electronic Funds Transfer (“NEFT”) and/or Real Time Gross Settlement (“RTGS”) and supported by Global Infonet Distribution Pvt Ltd Facility.

2. Capitalized terms not defined in the Global Infonet Distribution Pvt Ltd User Agreement shall have the same meaning as assigned to them.

3. Nature of Relationship - You understand, agree and accept that the nature of your relationship between you as a User and Global Infonet Distribution Pvt Ltd in relation to Global Infonet Distribution Pvt Ltd Facility is as follows:

a.) You have specifically authorised Global Infonet Distribution Pvt Ltd to collect, process, facilitate and remit payments and / or the Transaction Price electronically to and from other Users in respect of Transactions through Global Infonet Distribution Pvt Ltd Facility. Your relationship with Global Infonet Distribution Pvt Ltd is on a principal to principal basis and by accepting this Global Infonet Distribution Pvt Ltd User Agreement you agree that Global Infonet Distribution Pvt Ltd is an independent contractor for all purposes, that are paid for using the Global Infonet Distribution Pvt Ltd Facility. Global Infonet Distribution Pvt Ltd does not guarantee the identity of any User.

b.) You understand, accept and agree that the Global Infonet Distribution Pvt Ltd Facility provided by Global Infonet Distribution Pvt Ltd is neither a banking nor financial service but is merely a facilitator providing an electronic, automated electronic payment, collection for the Transactions using the existing authorised banking infrastructure and Credit Card payment gateway networks.

4. Global Infonet Distribution Pvt Ltd Facility for Buyers:

a) 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 goods and /or services from the Seller using the Global Infonet Distribution Pvt Ltd Facility, and You shall pay the Transaction Price through Your Issuing Bank to the Seller using this Facility.

b) You, as a Buyer, agree with the Seller through electronic communication and electronic records and using the automated features as provided by Global Infonet Distribution Pvt Ltd Facility on any extension / increase in the Dispatch and/or Delivery time and the Transaction shall stand amended to such extent.

c) 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 Global Infonet Distribution Pvt Ltd Rules and Policies. In case you do not raise a refund claim using Global Infonet Distribution Pvt Ltd Facility within the stipulated time than this would make You ineligible for a refund and under such circumstances You may be eligible to file a claim for 'Item Not Received' to the Global Infonet Distribution Pvt Ltd.

d) Global Infonet Distribution Pvt Ltd Refund Rules: You, as a Buyer, understand that refund of Transaction Price shall be made in accordance with the applicable laws of Republic of India and as per the rules mentioned below and in accordance with Global Infonet Distribution Pvt Ltd Rules and Policies;

- i. It shall be made at the same Issuing Bank from where Transaction Price was received.
- ii. Refund shall be made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.
- iii. For electronics payments, refund shall be made through Global Infonet Distribution Pvt Ltd Facility using NEFT / RTGS or any other online banking / electronic funds transfer system / approved by Reserve Bank India ("RBI") or through cheque.
- iv. Refund shall be claimed within 15 days from time period as agreed in the Transaction or within the time period as provided in the Global Infonet Distribution Pvt Ltd Rules and Policies.
- v. Refund shall be conditional and shall be with recourse available to Global Infonet Distribution Pvt Ltd in case of any misuse by Buyer.
- vi. Refund shall be subject to Buyer complying with Global Infonet Distribution Pvt Ltd Rules and Policies.
- vii Buyer's refund claim is rejected by Global Infonet Distribution Pvt Ltd due to any breach of this Global Infonet Distribution Pvt Ltd User Agreement, Global Infonet Distribution Pvt Ltd Rules and Policies and any applicable laws.

5. Facility for Seller:

- a) Seller, shall be required to Dispatch the goods and/or services for every Transaction to the Buyer within the time period as provided in Global Infonet Distribution Pvt Ltd Rules and Polices to ensure that the goods and/or services are Delivered within the specified time as agreed upon. Seller, may use the automated features and tools to negotiate, through electronic communication and electronic records, with the Buyer to extend / increase the Dispatch and/or Delivery time and other commercial terms and the Transaction shall be amended to such extent and in such manner between You, the Seller, and the Buyer. Any such extension / increase of Delivery time or subsequent novation /variation of contract terms of the Transaction should be in compliance with Global Infonet Distribution Pvt Ltd Rules and Policies.
- b) Rules for Dispatch: Sellers shall not violate any of the following rules for Dispatch and that: (i) Seller, shall be required to Dispatch the goods and/or services to the Buyer within the time period as agreed in the Transaction or within 15 days from the date of order of goods, whichever is later. ii. Seller shall Dispatch the goods and/or services only using a delivery channel which provides appropriate 'Proof of Dispatch' & 'Proof of Delivery' documentation. Such Proof of Dispatch and Proof of Delivery (PODs) documentation relating to the Delivery should be maintained by Seller for a period of six (6) months from the date of the Dispatch. The PODs should be furnished to Global Infonet Distribution Pvt Ltd on demand within the timeframe as notified from time to time. iii. Seller agrees that the Dispatch Details shall be true, correct and duly authorized and shall not be misleading, fraudulent, false, unauthorized or otherwise illegal and shall not contain any misrepresentation of facts. iv. Seller's failure to provide Dispatch Details or providing Dispatch Details not complying with Global Infonet Distribution Pvt Ltd Rules and Policies shall result in consequences as more specifically stated in the Global Infonet

Distribution Pvt Ltd Rules and Policies and which may lead to suspension and/or termination of Global Infonet Distribution Pvt Ltd Facility and/or suspending and/or terminating Seller's Global Infonet Distribution Pvt Ltd Registration and/or any consequent actions as specified in the Global Infonet Distribution Pvt Ltd.

Return of Goods:

- i. Buyer should check the goods at the time of receiving the parcel and if the buyer discovers the goods to be defective in any manner, then Buyer should not accept the parcel and return it to the delivery person.
- ii. Goods must not be used by the Buyer and must be return to the seller in the same condition as it is delivered with all the accessories and other things in the same packaging.
- iii. Replacement/Repair of defective goods will be made by the seller within 15 days from the date of receipt of such defected goods.

Please contact us via an email on rajesh@globalinfonet.in

6. Restricted Activities

In connection with Your use of the Global Infonet Distribution Pvt Ltd Facility, or in the course of Your interactions with Global Infonet Distribution Pvt Ltd, You shall not:

- a) Breach any provision of this Global Infonet Distribution Pvt Ltd User Agreement, Global Infonet Distribution Pvt Ltd Rules and Policies, or any other agreement that you have entered into with Global Infonet Distribution Pvt Ltd (including any rules or policies);
- b) Violate any law, statute, ordinance, or regulations including (for example, Foreign Exchange Management Act, 1999 and any rules notified there under, Customs Act, Information and Technology Act, 2000, Prevention of Money Laundering Act, 2002 and rules, Foreign Contribution Regulation Act, 1976 and rules, Income Tax Act, 1961 and rules, Export Import Policy of government of India, the Indian Penal Code, the Consumer Protection Act and allied laws);
- c) Unauthorized use or any attempt thereto of a Valid Credit Card / Valid Bank Account / Global Infonet Distribution Pvt Ltd Facility or use without the proper authorization of the legal holder of the Valid Credit Card / Valid Bank Account on Global Infonet Distribution Pvt Ltd facility;
- d) Infringe Global Infonet Distribution Pvt Ltd's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- e) Act in a manner that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- f) Provide false, inaccurate or misleading Information regarding Your personal details/identity or your Transaction or Proof of Delivery or Proof of Dispatch or Dispatch Details;
- g) Send or receive funds in violation of any laws or regulations;

h) Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to Global Infonet Distribution Pvt Ltd;

i) Attempt to "double dip" during the course of a dispute by receiving or attempting to receive funds from both Global Infonet Distribution Pvt Ltd and the Seller, bank, or credit card company for the same transaction;

j) Use an anonymizing proxy;

k) Conduct your business or use the Global Infonet Distribution Pvt Ltd Facility in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liability to Global Infonet Distribution Pvt Ltd, Global Infonet Distribution Pvt Ltd's Affiliate, a User, a third party or you;

l) Have a credit score from a credit reporting agency that indicates a high level of risk whether associated with your use of the Global Infonet Distribution Pvt Ltd Facility or otherwise;

m) Use Global Infonet Distribution Pvt Ltd Facility in a manner that Global Infonet Distribution Pvt Ltd, Visa, MasterCard, or any Bank may reasonably believe to be an abuse of the credit card system or a violation of credit card association rules;

o) Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes or any other unauthorized purpose unless you have received the User's express consent to do so;

p) Take any action that imposes an unreasonable or disproportionately large load on Global Infonet Distribution Pvt Ltd's or Global Infonet Distribution Pvt Ltd Website infrastructure;

q) Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;

t) Take any action that may cause Global Infonet Distribution Pvt Ltd to lose any aspects of the Global Infonet Distribution Pvt Ltd Facility or other service providers, payment processors, or other suppliers;

u) Use Global Infonet Distribution Pvt Ltd Facility to test credit card behaviors

Any User attempting to commit or committing any of the above mentioned restricted activities or violating the Global Infonet Distribution Pvt Ltd User Agreement, Global Infonet Distribution Pvt Ltd Terms and Conditions and/or Global Infonet Distribution Pvt Ltd Rules and Policies shall inter-alia result in the termination and /or suspension of the Global Infonet Distribution Pvt Ltd Facility with that user. Global Infonet Distribution Pvt Ltd reserves the right to report any such illegal activity to the appropriate enforcement agencies and /or initiate civil or criminal prosecutions against you in a court of law.

Data Privacy:

The personal information / data provided by Buyer to Global Infonet Distribution Pvt Ltd Facility during the course of a Transaction will be treated as strictly confidential and retained in accordance with the Global Infonet Distribution Pvt Ltd Privacy Policy and applicable laws and regulations.

Disclaimer

All Transactions are on principal to principal basis and bipartite contracts between the Buyer and the Seller. Global Infonet Distribution Pvt Ltd and buyer become the party to the transaction. Global Infonet Distribution Pvt Ltd Facility is only to make order and for payment processing, collection and remittance facility provided by the Global Infonet Distribution Pvt Ltd and by providing such a facility is only involved in the buying and selling of goods and/or services. Buyer and Seller both are responsible for any non-performance or breach of any contract entered into between the Buyer and Seller. Any claim for refund of the amount paid by Global Infonet Distribution Pvt Ltd for any reason whatsoever {except for when Buyer has informed Global Infonet Distribution Pvt Ltd that the Buyer has not received the Delivery within the time period agreed mentioned in Global Infonet Distribution Pvt Ltd Rules and Polices (including any subsequent changes as made on Global Infonet Distribution Pvt Ltd Facility), and Global Infonet Distribution Pvt Ltd through Global Infonet Distribution Pvt Ltd Facility has refunded or initiated the refund of Transaction Price to the Buyer} shall be to the account of the Seller and responsible for the same.

Limit on volume of Transactions

Global Infonet Distribution Pvt Ltd reserves the right to impose limits on the number of Transactions or Transaction Price which Global Infonet Distribution Pvt Ltd may receive from on an individual Valid Credit Card / Valid Bank Account or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

Reject / hold processing of Transactions

Global Infonet Distribution Pvt Ltd reserves the right to refuse to process Transaction Price in respect of Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with Global Infonet Distribution Pvt Ltd or breach / violation of any law or any charges imposed by Issuing Bank or breach of any policy of Global Infonet Distribution Pvt Ltd or other websites directly or indirectly controlled by Global Infonet Distribution Pvt Ltd.

Global Infonet Distribution Pvt Ltd may do such checks as it deems fit before approving the receipt of/ buyers commitment to pay Transaction Price from the Buyer for security or other reasons at the discretion of Global Infonet Distribution Pvt Ltd. As a result of such check if Global Infonet Distribution Pvt Ltd 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.

Global Infonet Distribution Pvt Ltd 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 not beyond control of Global Infonet Distribution Pvt Ltd .

Delays:

Global Infonet Distribution Pvt Ltd Facility is an automated and electronic facility. Global Infonet Distribution Pvt Ltd shall make reasonable efforts to ensure that requests for electronic debits and credits involving Issuing Bank are informed to the Nodal Bank in a timely manner. However, a number of factors, several of which are outside of Global Infonet Distribution Pvt Ltd's control (including without limitation actions of Issuing Bank, Nodal Bank and the bank or credit card merchant where the Transaction Price is remitted / refunded), may contribute to delays when the Transaction Price are either collected or remitted by Global Infonet Distribution Pvt Ltd through Global Infonet Distribution Pvt Ltd Facility. Global Infonet Distribution Pvt Ltd neither makes any representations nor makes any warranties regarding the amount of time needed to complete processing, including delays in the banking system.

Compliance with Laws :

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 Global Infonet Distribution Pvt Ltd Facility.

Buyer's arrangement with Issuing Bank:

All Valid Credit Card transactions are processed using a Credit Card payment gateway. All Credit Card transactions on Global Infonet Distribution Pvt Ltd Facility will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank.

If any clause of the Global Infonet Distribution Pvt Ltd User Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the Global Infonet Distribution Pvt Ltd User Agreement or Global Infonet Distribution Pvt Ltd or Global Infonet Distribution Pvt Ltd Seller Terms and Conditions.

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