

TERMS OF USE

PLEASE READ THESE TERMS OF USE, CAREFULLY. BY USING THIS APPLICATION, YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THIS APPLICATION.

“Application” shall mean Mere Appne application which is owned and controlled by Mere Appne through which Retailers avail Services offered by Company.

“Company”; “Mere Appne”; “us”; “we”; “our” shall mean KBC Innovations India Private Limited, a Company registered under the Companies Act, 2013 having its registered office at B-701, Sterling Avenue, Kander Pada, Off Link Road, Dahisar (West)- 400068.

“Customers” shall mean customers who intend to buy Products of Retailers or ordered Products from Retailers.

“Delivery” shall mean delivery of Product ordered by the Customer.

“Order” shall mean requesting Retailer to supply Products as per desired quantity, quality, price, time of delivery and by any other matters as may be applicable.

“Product(s)” shall mean Products available with Retailers or sold by Retailers to Customers.

“Retailer(s)” shall mean retailer registered with Application for availing Services.

“Services” shall mean and include following services and facilities provided by Application to Retailers-

- Registration of their Products.
- View total demand for their Products.
- View their Customers.
- Track Product Delivery and monthly account.
- Manage daily delivery update.
- Receive delivery change alerts.
- View account statement of Customers.

“Users” shall mean users that access Application whether to avail Services or not.

“You” or “Your” or “Yourself” refers to Users and Retailers.

1. INTRODUCTION:

Welcome to our Application. This Application is owned and operated by KBC Innovations India Private Limited, if you (“You”) continue to browse and use this Application, You are agreeing to comply with and be bound by these terms and conditions (“Terms of Use”), which together with our privacy policy (“Privacy Policy”) govern the Application's relationship with You. If you disagree with any part of these Terms of Use, You may not use this Application entirely. Users shall abide by these Terms of Use. These Terms of Use is an electronic record in terms of Information Technology Act, 2000 and rules there under. This electronic record is generated by a computer system and does not require any physical or digital signatures.

2. SCOPE OF SERVICES:

Application is to provide Services to Retailers. We reserve the right to offer some services in a phased manner as per the timelines planned by Mere Appne.

3. SERVICES DESCRIPTION & AVAILING SERVICES:

This Application is created by Mere Appne for the benefit of Retailers. By using this Application, You can register Your Product, view total demand for Your Products, view your Customers, track Product Delivery and monthly account, manage daily delivery update, receive delivery change alerts, view account statement of Customers.

You shall not accept Order or carry on any transaction through this Application. You can only use this Application for availing Services provided by us. You acknowledge and agree that You shall not give access to Application to any other person.

You understand, acknowledge and agree that you shall be solely responsible for availing any Service and the Application shall not be responsible or liable in whatsoever manner.

The Services are subject to the limitation to these Terms of Use. The Services are also subject to Mere Appne's Privacy Policy and as updated from time-to-time. Mere Appne may discontinue or revise any or all other aspects of the Services at its sole discretion. Updated versions of these Terms of Use shall be posted on the Application, all changes become effective upon the posting of the revised Terms of Use.

4. REGISTRATION:

For availing Services, Users have to register.

You need to provide you full name, address, contact details, e-mail Id and Your store name, address.

After completing registration procedure, You can avail Services provided by Application from time to time.

In any case, login is necessary. You agree that any registration information provided by you will always be accurate, correct and complete. If You use the Services, You shall be responsible for maintaining the confidentiality of your account and password and you agree to accept responsibility for all activities that occur under Your account. You can change your profile information and any other details that you have shared with Application.

We also reserve the right to refuse registration, or cancel accounts which we deem inappropriate.

5. ACCESS TO THE APPLICATION:

By registering for an account through the Application, You represent and warrant that You (1) are the age of majority in Your jurisdiction (age 18).

Registration: You agree to (a) only provide accurate and current information about yourself, (b) maintain the security of your passwords and identification, (c) promptly update the email address listed in connection with your account to keep it accurate so that we can contact You, and (d) be fully responsible for all uses of your account. You must not set up an account on behalf of another individual or entity unless You are authorized to do so.

You agree to abide by all applicable laws and regulations and are solely responsible for all acts or omissions by You on the Account.

Termination: Mere Appne reserves the right to modify or discontinue your Account at any time for any material breach of the obligations under these Terms of Use by You.

6. FEES:

We will be charging Subscription based charges based on Pricing policy for Categories

7. CONTENT AVAILABLE:

You acknowledge that Mere Appne does not make any representations or warranties about the material, data, and information, such as data files, text, facts and figures, computer software, code, audio files or other sounds, photographs, videos, or other images that is shared by Users, Customers, Retailers or any other content provider (collectively, the “Content”) which You may have access to as part of the Services, or through your use of this Application. Under no circumstances, Mere Appne is liable in any way for any Content, including, but not limited to any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Application.

8. CONTENT SUPPLIED BY YOU:

You represent, warrant, and agree that no Content/Details shared by You with Mere Appne (“your Content”), violates or infringes upon the rights of any third party, including any patent, copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libellous, defamatory, or otherwise unlawful material.

You grant us a personal, limited, revocable, non-transferable and non-exclusive right to use the Content and Details including but not limited to Trademarks, Service Marks, logos etc. submitted by You for providing the Services, You also grant us the right (i) to display your Content and Details on the Application (ii) promote or distribute it for the access of other Customers/Users (iii) use your Content for analysis purpose to effectively provide Services under this Application.

You agree that you are solely responsible for your Content made available by you through the Application including but not limited to any liabilities arising out of any third party infringement claims.

9. LINKS TO THIRD PARTY SITES:

This Application may contain links to other websites owned and operated by third parties who are not related to the Application (“Linked Websites”). The Linked Websites are not under the control of Mere Appne is not responsible for the content of any Linked Websites or any hyperlink contained in a Linked Website and makes no representation or warranty with respect to the content of any such third party sites.

Application provides these links to You as convenience only and the inclusion of any link does not imply any endorsement of the Linked Website by Mere Appne. Your link to any such Linked Website is entirely at your own risk. Mere Appne is not a party to any transaction between you and a Linked Website. Your use of a Linked Website is subject to the terms and conditions of that site.

The Application may also contain third party advertisements, if any. The display of such advertisements does not in any way imply an endorsement or recommendation by of the relevant advertiser, its products or Services. You are referred to the relevant advertiser for all information regarding the advertisement and its products and/or Services. Mere Appne accepts no responsibility for any interaction between You and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

10. PROHIBITED CONDUCT:

You agree not to engage in any of the following activities:

Violating laws and rights:

You shall not (a) use the Application for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

Solicitation:

You shall not use the Application or any information provided through the Application for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, or any other form of unsolicited or unwelcome solicitation.

Disruption:

You shall not use the Application in any manner that could disable, overburden, damage, or impair the Application, or interfere with any other party's use and enjoyment of the Application; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services on the Application, or violating any regulation, policy, or procedure of any network, equipment, or server.

Harming others:

You shall not share or transmit Content or Details that are harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act.

You shall not intimidate or harass another through the Application; and You may not post or transmit any personally identifiable information about persons without obtaining such persons express permission to do so through the Application.

Impersonation or unauthorized access:

You shall not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Application;

You shall not use or attempt to use another's account or personal information; and, You shall not attempt to gain unauthorized access to the Application, or the computer systems or networks connected to the Application, through hacking password mining or any other means.

You shall not use any Meta tags or any other "hidden text" utilizing the Application's or Company's name or trademarks without taking the express consent of the Company.

Information against any country:

You shall not upload, modify, transmit, update or share any information that threatens the unity, integrity, defence, security or sovereignty of any country or insults any country.

11. DEALINGS WITH ORGANISATIONS AND INDIVIDUALS:

You acknowledge and agree that the Application shall not be liable for your interactions with any Users/Retailers on the Application. This includes, but is not limited to, Services, if any, and any other terms, conditions, warranties or representations associated with any interaction You may have with other Users/Retailers. These dealings are solely between You and such other Users/Retailers. You agree and acknowledge that Mere Appne shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions. If there is a dispute between Users on the Application, or between Users and any third party, You understand and agree that Mere Appne is under no obligation to become involved in such dispute. In the event that You have a dispute with one or more other Users/Retailers, you hereby release Mere Appne, its officers, employees, agents

and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Application.

12. CHANGE IN TERMS:

Mere Appne reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services and the Application (or any part thereof) with or without notice. Further, Mere Appne reserves the right to change these Terms of Use at any time and to notify You by posting an updated version of the Terms of Use on this Application. You are responsible for regularly reviewing the Terms of Use. Continued use of the Application after any such changes shall constitute your consent to be bound by such changes. Your only right with respect to any dissatisfaction with these Terms of Use; any policy or practice of ours in operating the Application or any Content available through the Application, is to stop accessing and using the Application.

13. DISCLAIMER OF WARRANTIES:

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND THAT THE APPLICATION AND THE SERVICES THEREIN ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW MERE APPNE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APPLICATION, THE SERVICES AND YOUR USE THEREOF. MERE APPNE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES OR THE APPLICATION'S CONTENT OR THE DETAILS AND CONTENT SHARED BY THE USERS OR THE CONTENT OF ANY THIRD PARTY WEBSITES LINKED TO THE APPLICATION AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APPLICATION AND SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APPLICATION, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APPLICATION BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, COMMUNICATED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION OR THE SERVICE. MERE APPNE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APPLICATION OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND MERE APPNE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND/OR OTHER CUSTOMERS/USER AND/OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

14. LIMITATION OF LIABILITY:

IN NO EVENT SHALL MERE APPNE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF MERE APPNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE APPLICATION OR THE SERVICE, INCLUDING WITHOUT LIMITATION WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE APPLICATION OR THE SERVICE, FROM INABILITY TO USE THE APPLICATION OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE APPLICATION OR THE SERVICE. SUCH LIMITATION OF LIABILITY SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES

OR RENDERED THROUGH OR ADVERTISED IN CONNECTION WITH THE APPLICATION OR THE SERVICES OR ANY LINKS ON THE APPLICATION, AS WELL AS BY REASON OF ANY INFORMATION, OPINIONS OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE APPLICATION OR THE SERVICES OR ANY LINKS ON THE APPLICATION.

THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT MERE APPNE SHALL NOT BE LIABLE FOR CONTENTS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY RETAILERS OR THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. THE APPLICATION IS CONTROLLED AND OFFERED BY MERE APPNE FROM ITS FACILITIES IN INDIA.

15. INDEMNIFICATION:

You agree to indemnify us and hold us harmless from and against any claims arising out of or relating to: (i) Details and Content that you submit or transmit for the Services (ii) your violation of any rights of any other person in connection with the Application, (iii) infringement of any third party intellectual property rights, (iv) any breach of the terms and conditions of these Terms of Use, (v) any breach of applicable law (vi) any representation and warranties made in relation to the Services and (vi) any violation of any laws and regulations (vii) Your transactions with any Customers directly without involving Mere Appne.

16. ANTI-SPAM POLICY:

You certify that you will use the Services in accordance with these Terms of Use. You are forbidden to transmit unsolicited commercial email (spam) by using the Services. Additionally, You are required to reconfirm (permission pass) or stop mailing an existing list when it is determined to be in violation of our anti-spam policy. Repeated violations or failures to comply with this anti-spam policy will result in termination of your access to the Services. You agree and acknowledge that, we shall not be held liable for any claim that may arise due to your violation of this anti-spam policy.

17. PRIVACY POLICY:

Mere Appne is committed to responsibly handling the information and data we collect through the Application in compliance with our Privacy Policy. We plan to use secured environment of Amazon Web Services.

18. OWNERSHIP OF INTELLECTUAL PROPERTY:

The Application and all the rights including but not limited to intellectual property rights subsisting under the Application are owned by the Company and its affiliates, subsidiaries, licensors, Users, Retailers as the case may be. The Application respects copyright, and we prohibit Users of the Services from submitting, uploading, posting, or otherwise transmitting any Content or Details on the Application that violates another person's proprietary rights.

If You believe that the Application contains elements that infringe your intellectual property rights in your work, please notify Us immediately. If we receive intellectual property right infringement claim notification, and it is felt appropriate, We may remove all such content which is indicated as infringing and/or take any other appropriate action at our discretion.

All materials on this Application, including but not limited to audio, images, software, text, icons and such like (the "Application Content"), are protected by copyright under the copyright laws. You cannot use the Application Content, except as specified herein.

Mere Appne is the trademark solely owned by KBC Innovations India Private Limited. There may be proprietary logos, service marks and trademarks found on the Application whether owned/used by us or otherwise. By displaying them on the Application, we are not granting you any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Application

Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

19. TERMINATION:

If You wish to terminate this Agreement, You may immediately stop accessing or using the Services.

Your right to access and use the Application terminates automatically upon your material breach of any of the terms of these Terms of Use.

Survival: The disclaimer of warranties, the limitation of liability, indemnity and the jurisdiction and applicable law provisions will survive any termination.

20. MISCELLANEOUS TERMS:

Choice of Law and Jurisdiction: These Terms of Use are governed by and construed according to the laws of India, the acceptance of the Terms of Use shall be deemed to have been given at Mumbai and the courts in Mumbai will have exclusive jurisdiction to entertain any proceedings in any way relating to or concerning these Terms of Use or any rights, duties, obligations or liabilities arising there under to the exclusion of all other courts in India.

FORCE MAJEURE: Without limiting the foregoing, under no circumstances shall the Application is held liable for any damage or loss due to deficiency in performance of Services resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation to internet failures, computer equipment failures, telecommunication equipment failures, software failures, machinery breakdown, strike, or due to government regulations, floods, storms, electrical failure, civil disturbances, riots and any other reason beyond reasonable control of the Retailer or the Application.

No waiver: Mere Appne's failure to insist on or enforce strict performance of any of the terms of these Terms of Use will not be construed as a waiver of any provision or right.

Severability: If any part of these Terms of Use is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

No agency relationship: You agree that no joint venture, employment, or agency relationship exists between You and Mere Appne as a result of these Terms of Use or from your use of the Application or the Services.

Entire Agreement: These Terms of Use, Privacy Policy constitute the entire agreement between You and Mere Appne relating to this subject matter and supersede any and all prior communications and/or agreements between You and Mere Appne relating to this subject matter.

User's complaints: In case of any query or deficiency in Services, You can e-mail us at kbc@kbcipl.com