

Local mandai

## Customer Terms & Conditions

- **Personal Information**

We are localis mandai technologies pvt.ltd (hereinafter the “Company”), a company incorporated under the Companies Act, 2013 with its registered office at khandre galli bhalki Karnataka-585328. The domain name <https://localmandai.com> is owned .

It is strongly recommended that you read and understand these ‘Terms of Use/ Terms and Conditions’ carefully, as by accessing this site or any of Local mandai or it’s brand mobile applications (hereinafter the “Marketplace”), you agree to be bound by the same and acknowledge that it constitutes an agreement between you and the Company (hereinafter the “User Agreement”). If you do not agree with this User Agreement, you should not use or access the Marketplace for any purpose whatsoever.

This document is published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries Guidelines) Rules, 2011. The User Agreement may be updated from time to time by the Company without notice. It is therefore strongly recommended that you review the User Agreement, as available on the Marketplace, each time you access and/or use the Marketplace. The terms ‘visitor(s)’, ‘user(s)’, Customer(s), Consumer(s), ‘you’ hereunder refer to the person visiting, accessing, browsing through and/or using the Marketplace at any point in time. Should you have any clarifications regarding the Terms of Use, please do not hesitate to contact us at [support:localmandai00@gmail.com](mailto:support:localmandai00@gmail.com)

- **Services Overview**

Marketplace Ordering:

The Marketplace is a platform for consumers to transact with third party sellers/ merchants/ retailers, who have been granted access to the Marketplace to display their store details, products and offers either for sale through the marketplace or only to display to customers to purchase physically from their store. For abundant clarity, the Company does not provide any services to users other than providing the Marketplace as a platform to transact at their own cost and risk, and other services as may be specifically be notified in writing.

The Company is not and cannot be a party to any transaction between you and the third party sellers, or have any control, involvement or influence over the products purchased by you from such third party sellers or the prices of such products charged by such third-party sellers. The Company therefore disclaims all warranties and liabilities associated with any products offered on the Marketplace.

Services on the Marketplace are available to only select geographies in India, and are subject to restrictions based on business hours and days of third party sellers.

Transactions through the Marketplace may be subject to a delivery charge or any other charges that would be communicated to you ( the customer) during checkout. Online ordering and Financial Terms

1. The Platform allows you to place orders from various retailers/ partners and we will, subject to the terms and conditions set out herein.

2. All deliveries unless specified otherwise will be handled by the retailer and not Local mandai.
3. Local mandai does not own, sell, resell on its own and/or do not control the Merchants/ Retailer or the related services provided in connection thereof. You understand that any order that you place shall be subject to the terms and conditions set out in these Terms of Use including, but not limited to, product availability and delivery location serviceability.
4. As a general rule, all orders placed on the Platform are treated as confirmed.
5. However, upon your successful completion of booking an order, we may call you on the telephone or mobile number provided to confirm the details of the order, the price to be paid and the estimated delivery time. For this purpose, you will be required to share certain information with us, including but not limited to (i) your first and last name (ii) mobile number; and (iii) email address. It shall be your sole responsibility to bring any incorrect details to our attention.
6. In addition to the foregoing, we may also contact you by phone and / or email to inform and confirm any change in the order, due to availability or unavailability or change in price of the order as informed by the Merchant. Please note change or confirmation of the order shall be treated as final. It is clarified that Local mandai reserves the right to not to process your order in the event you are unavailable on the phone at the time we call you for confirming the order and such event the provisions of the cancellation and refund policy below shall be applicable.
7. All payments made against the purchases/services on the Platform by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. The Platform will not facilitate transactions with respect to any other form of currency with respect to the purchases made on Platform. You can pay by (i) credit card or debit card or net banking; (ii) any other RBI approved payment method at the time of booking an order; or (iii) credit or debit card or cash at the time of delivery. You understand, accept and agree that the payment facility provided by Local mandai is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment on delivery, collection and remittance facility for the transactions on the Platform using the existing authorized banking infrastructure and credit card payment gateway networks. Further, by providing payment facility, Local mandai is neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction or the transaction price.
8. You acknowledge and agree that we act as the Merchant's payment agent for the limited purpose of accepting payments from you on behalf of the Merchant. Upon your payment of amounts to us, which are due to the Merchant, your payment obligation to the Merchant for such amounts is completed, and we are responsible for remitting such amounts, to the Merchant. You shall not, unless for Cash on delivery orders, make any payment directly to the Merchant for Order bookings made using the Platform.
9. You agree to pay us for the total amount for the order placed by you on the Platform. We will collect the total amount in accordance with the terms and conditions of these Terms of Use and the pricing terms set forth in the applicable listing for the

particular Merchant. Please note that we cannot control any amount that may be charged to you by your bank related to our collection of the total amount, and we disclaim all liability in this regard.

10. In connection with your order, you will be asked to provide customary billing information such as name, billing address and credit card information either to us or our third party payment processor. You agree to pay us for the order placed by you on the Platform, in accordance with these Terms. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by us or indirectly, via a third party online payment processor or by one of the payment methods described on the Platform. If you are directed to our third-party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the Platform services. Once your confirmed booking transaction is complete you will receive a confirmation email summarizing your confirmed booking.
11. The final tax bill will be issued by the Merchant to the Buyer along with the order and Local mandai is merely collecting the payment on behalf of such Merchant. All applicable taxes and levies, the rates thereof and the manner of applicability of such taxes on the bill are being charged and determined by the Merchant. Local mandai holds no responsibility for the legal correctness/validity of the levy of such taxes. The sole responsibility for any legal issue arising on the taxes shall reside with the Merchant.
12. The prices reflected on the Platform are determined solely by the Merchant and are listed based on Merchant's information. Very rarely, prices may change at the time of placing order due to Merchant's product pricing changing and such change of price are at the sole discretion of the Merchant attributing to various factors beyond control.
13. Disclaimer: Prices on any product(s) as is reflected on the Platform may due to some technical issue, typographical error or product information supplied by Merchant be incorrectly reflected and in such an event Merchant or Local mandai may cancel such your order(s).
14. The Merchant shall be solely responsible for any warranty/guarantee of the products sold to the customers and in no event shall be the responsibility of Local mandai.
15. The transaction is bilateral between the Merchant and Buyer and therefore, Local mandai is not liable to charge or deposit any taxes applicable on such transaction.

- **Cancellations and Refunds**

1. Once customer makes a purchase on the marketplace, ie. Once an order is placed, irrespective of whether the payment is made or not, the purchase can not be modified, replaced or refunded.

2. Local mandai is not liable to refund, replace, cancel any purchases and is solely upto the merchant/ retailers discretion if they would accept any refunds for the products.

- **Pharma Terms & Conditions**

1. In order to purchase drugs and pharmaceutical products that require a valid prescription, You are required to share a scanned copy of the valid prescription to the partner retailer.
2. Third- Party Pharmacies will verify the prescription forwarded by You and in case of any discrepancy observed by the third-party pharmacies, the order will be cancelled by the third-party pharmacies immediately.
3. You are also required to make the original prescription available at the time of receipt of delivery of the order. You shall also allow the delivery agent to stamp the original prescription at the time of medicine delivery, failing which medicines will not be delivered.
4. Local mandai- as a platform- is just a facilitator here.

- **Terms of service**

1. You agree and acknowledge that we shall not be responsible for:
  - The services or goods provided by the Merchant
  - The Merchant's services or goods not being up to your expectations or leading to any loss, harm or damage to you;
  - The availability or unavailability of certain items; or
  - The Merchant served the incorrect orders.
2. The details of the products and price list available on the Platform are based on the information provided by the Merchants and we shall not be responsible for any change or cancellation or unavailability.
3. You may not be able to avail our Services if your delivery location is outside our current scope of Service. We will keep you informed of the same at the time of confirming your order booking.
4. You understand that delivery periods quoted to you at the time of confirming the order is an approximate estimate and may vary. Local mandai does not take responsibility for delivery and this will be handled by the retailers.
5. Your order will be only delivered to the address designated by you at the time of placing the order on the Platform. We reserve the right to cancel the order, in our sole discretion, in the event of any change to the place of delivery and you shall not be entitled to any refund for the same.

6. You shall undertake to provide adequate directions, information and authorisations to accept delivery. In the event of any failure to accept delivery, failure to deliver within the estimated time due to your failure to provide appropriate instructions, or authorizations, then such goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such goods shall pass to you and you shall not be entitled to any refund for the same. Our decision in relation to this shall be final and binding.
7. You understand that our liability ends once the order has place on any Local mandai platform.
8. Services provided:
  - You confirm that we shall not be responsible for any deficiency in payment of consideration payable towards the goods purchased from the Services.
  - Each purchase on the Service shall contain necessary instructions to redeem the Services. The terms of the Services shall be governed by these Terms of Use and any other terms as set out in such document confirm such sale of Service. You shall not be entitled to receive any credit, refund or cash back for the value of the goods sold if you fail to redeem the goods within the expiry date or in accordance with the terms therein.
  - You agree and acknowledge that neither us nor the Merchant shall be liable in the event of you failing to adhere to the Terms of Use.
  - You might be required to provide your credit or debit card details to the approved payment gateways while making the payment. In this regard, you agree to provide correct and accurate credit/ debit card details to the approved payment gateways for availing the Services. You shall not use the credit/ debit card which is not lawfully owned by you, i.e. in any transaction, you must use your own credit/ debit card. The information provided by you will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. You will be solely responsible for the security and confidentiality of your credit/ debit card details. We expressly disclaim all liabilities that may arise as a consequence of any unauthorized use of your credit/ debit card.
9. We constantly strive to provide you with accurate information on the Platform. However, in the event of an error, we may, in our sole discretion, contact you with further instructions.
10. If you use the Platform, you do the same at your own risk.
11. You agree that the Services shall be provided by us only during the working hours of the relevant Merchants.
12. The eligibility to receive the sample during the course of the sampling activity is for select customers only and Local mandai reserves the right to decide the eligibility of any customer or order to receive the sample.

- **Terms of Service :**

1. By agreeing to these Terms and Conditions during the Opt-in process, the Member confirms his willingness to join the Program and his/her eligibility to be a Member in terms of these Terms and Conditions and applicable Indian laws. The Member further agrees to comply with the provisions of these Terms and Conditions and all additions, modifications and amendments hereto. Members on the DND list have agreed to receive administrative local mandai communications with their explicit missed call during opt in, as well as having been notified on opt out procedures immediately upon enrolment.
2. The Member understands and agrees that by providing his/her contact information such as, but not limited to, phone number, physical address and email address, Local mandai reserves the right to communicate its Program and promotional offers through these channels and any other information offered as a part of enrolment process. The members understand and agree to receive Program-related updates and other Administrative and Promotional Communication through these communication mediums. Membership in Local mandai is non-transferable under any circumstances.
3. The Member also agrees to provide any further information requested by Local mandai as and when communicated by Local mandai, and to comply with all directions, guidelines, instructions, etc issued by Local mandai relating to any/all matters connected to the services of Local mandai.
4. The Member agrees that all the information supplied to Local mandai is true and correct and the Member shall be solely responsible and liable if the same is found incorrect. The Member is required to inform Local mandai of all changes in contact details through the Local mandai helpline. If a Member fails to provide the change of address information immediately, Local mandai or its Authorized Retailers or its Suppliers will not be responsible for any delay in delivery of the products/ services or Rewards ordered by the Member.

- **Eligibility**

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/access the Marketplace. However, if you are a minor, i.e. under the age of 18 years, you may use/access the Marketplace under the supervision of an adult parent or legal guardian who agrees to be bound by these Terms of Use. You are however prohibited (even under provision) from purchasing any product(s) which is for adult consumption, the sale of which to minors is prohibited.

The Marketplace is intended to be a platform for consumers desirous of purchasing product(s) for domestic self-consumption. If you are a retailer, institution, wholesaler or any other business user, you are not eligible to use the Marketplace to purchase products from third-party sellers, who have been granted access to the Marketplace to display and offer their products for sale through the Marketplace.

The Company, in its sole discretion and without liability, reserves the right to terminate or refuse your registration, or refuse to permit use/access to the Marketplace, if: (i) it is discovered or brought

to notice that you do not conform to the eligibility criteria, or (ii) the Company has reason to believe (including through evaluating usage patterns) that the eligibility criteria is not met/is violated by a user, or (iii) may breach the terms of this User Agreement.

In order to determine compliance with eligibility criteria, the Company inter alia uses an algorithm and/or pre-determined criteria based technology and accordingly, from time to time, your usage may be restricted or blocked on account of overlap with such algorithms/ predetermined criteria. In such cases, if you are a genuine user of the Platform, please contact us for assistance.

- **License & Access**

The Company grants you a limited sub-license to access and make personal use of the Marketplace, but not to download (other than page caching) or modify it, or any portion of it, except with express prior written consent of the Company. Such limited sublicense does not include/permit any resale or commercial use of the Marketplace or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Marketplace or its contents; any downloading or copying of information for the benefit of another third party; or any use of data mining, robots, or similar data gathering and extraction tools. The Marketplace or any portion of the Marketplace may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express prior written consent of the Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Marketplace or of the Company and/or its affiliates without the express prior written consent of the Company. You may not use any meta tags or any other "hidden text" utilizing the Company's name or trademarks without the express prior written consent of the Company. You shall not attempt to gain unauthorized access to any portion or feature of the Marketplace, or any other systems or networks connected to the Marketplace or to any server, computer, network, or to any of the services offered on or through the Marketplace, by hacking, 'password mining' or any other illegitimate means.

You hereby agree and undertake not to host, display, upload, modify, publish, transmit, update or share any information

1. belongs to another person and to which you do not have any right;
2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
3. harms minors in any way;
4. infringes any patent, trademark, copyright or another proprietary/intellectual property rights;
5. violates any law for the time being in force;
6. deceives or misleads the addressee about the origin of such messages communicates any information which is grossly offensive or menacing in nature;
7. impersonates another person;

8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
9. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any other nation;
10. is misleading or known to be false in any way.

- Any unauthorized use shall automatically terminate the permission or sub-license granted by the Company.

- **Account & Registration Obligations**

All users must register and log in for placing orders on the Marketplace. You must keep your account and registration details current and correct for all communications related to your purchases from the Marketplace. By agreeing to the Terms of Use, the user agrees to receive promotional communication and newsletters from the Company and its partners. The user can opt out from such communication and/or newsletters either by or by contacting the customer services team of Marketplace and placing a request for the same.

As part of the registration process on the Marketplace, the Company may collect the following personally identifiable information about you, including but not limited to Name , email address, age, address mobile phone number and other contact details, demographic profile (like your age, gender, occupation, education, address etc.) and information about the pages on the Marketplace you visit/access, the links you click on the Marketplace, the number of times you access a particular page/feature and any such information. Information collected about you is subject to the Privacy Policy of the Company <http://www.localmandai.com/privacy/>, which is incorporated in these Terms of Use by reference.

- **Pricing**

The Company aims to ensure that prices of all products offered for sale are true and correct. However, from time to time, the prices of certain products may not be current or may be inaccurate on account of technical issues, typographical errors or incorrect product information provided to the Company by third-party seller. In each such case, notwithstanding anything to the contrary, the Company reserves the right to cancel the order without any further liability. Subject to the foregoing, the price mentioned at the time of ordering a product shall be the price charged at the time of delivery, provided that no product offered for sale on the Marketplace will be sold at a price higher than its MRP (Maximum Retail Price).

- **Disputes**

Localmandai is indemnified from any claim of personal loss, physical damage, gross negligence or willful misconduct arising out of any activity or accident affiliated with this Agreement. Member shall reimburse Localmandai for any costs, including but not limited to, reasonable attorney's fees incurred in defense against any such claim. In no event should Localmandai be liable to Member for any damages which have occurred through no fault of their own.

- **Indemnification**

You agree to defend, indemnify and hold harmless Localmandai, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) arising from:

1. (a) Your use of and access to our Platforms in a manner except as permitted herein;
2. (b) Your violation of any of these Terms or any applicable law;
3. (c) Your violation of any third party right, including without limitation any copyright, property, or privacy right; or

This indemnification obligation will survive the termination of Your account or use of services and the App.

- **Governing Law**

1. The laws of India will govern these Terms and Conditions and the same shall be subject to the exclusive jurisdiction of the courts at the location at which the relevant centre is located. The Members agree and accept that it shall not raise any disputes in respect to the Terms and Conditions in any other courts except such courts that are located in the relevant centre is located.
2. Any dispute or difference whatsoever arising between the parties arising out of or in relating to the construction, scope, operation or effect of these Terms and Conditions, including any question regarding their existence, validity or termination, shall be settled by negotiation in the first instance, and if that fails, it will be referred to and settled by arbitration in Mumbai in accordance with the Indian Arbitration and Conciliation Act, 1996 and the award made in pursuance, thereof, shall be binding on the parties. The number of arbitrators shall be one and he / she will be approved by mutual consent. The language of the arbitration shall be in English.

- **Disclaimer**

1. THE PLATFORM MAY BE UNDER CONSTANT UPGRADES, AND SOME FUNCTIONS AND FEATURES MAY NOT BE FULLY OPERATIONAL.
2. DUE TO THE VAGARIES THAT CAN OCCUR IN THE ELECTRONIC DISTRIBUTION OF INFORMATION AND DUE TO THE LIMITATIONS INHERENT IN PROVIDING INFORMATION OBTAINED FROM MULTIPLE SOURCES, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES IN THE CONTENT PROVIDED ON THE PLATFORM OR DELAY OR ERRORS IN FUNCTIONALITY OF THE PLATFORM. AS A RESULT, WE DO NOT REPRESENT THAT THE INFORMATION POSTED IS CORRECT IN EVERY CASE.
3. WE EXPRESSLY DISCLAIM ALL LIABILITIES THAT MAY ARISE AS A CONSEQUENCE OF ANY UNAUTHORIZED USE OF CREDIT/ DEBIT CARDS.
4. YOU ACKNOWLEDGE THAT THIRD PARTY SERVICES ARE AVAILABLE ON THE PLATFORM. WE MAY HAVE FORMED PARTNERSHIPS OR ALLIANCES WITH SOME OF THESE THIRD PARTIES FROM TIME TO TIME IN ORDER TO FACILITATE THE PROVISION OF CERTAIN SERVICES TO YOU. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT AT NO TIME ARE WE MAKING ANY REPRESENTATION OR WARRANTY REGARDING ANY THIRD PARTY'S SERVICES NOR WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENCES OR CLAIMS ARISING FROM OR IN CONNECTION WITH SUCH THIRD PARTY INCLUDING, AND NOT LIMITED TO, ANY LIABILITY OR RESPONSIBILITY FOR, DEATH, INJURY OR IMPAIRMENT EXPERIENCED BY YOU OR ANY THIRD PARTY. YOU HEREBY DISCLAIM AND WAIVE ANY RIGHTS AND CLAIMS YOU MAY HAVE AGAINST US WITH RESPECT TO THIRD PARTY'S / MERCHANTS SERVICES.
5. Localmandai DISCLAIMS AND ALL LIABILITY THAT MAY ARISE DUE TO ANY VIOLATION OF THE FOOD SAFETY AND STANDARDS ACT, 2006 AND APPLICABLE RULES AND REGULATIONS MADE THEREUNDER AND SUCH LIABILITY SHALL BE ATTRIBUTABLE TO THE MERCHANT.
6. THE INFORMATION PROVIDED HEREUNDER IS PROVIDED "AS IS". WE AND / OR OUR EMPLOYEES MAKE NO WARRANTY OR REPRESENTATION REGARDING THE TIMELINESS, CONTENT, SEQUENCE, ACCURACY, EFFECTIVENESS OR COMPLETENESS OF ANY INFORMATION OR DATA FURNISHED HEREUNDER OR THAT THE INFORMATION OR DATA PROVIDED HEREUNDER MAY BE RELIED UPON. MULTIPLE RESPONSES MAY USUALLY BE MADE AVAILABLE FROM DIFFERENT SOURCES AND IT IS LEFT TO THE JUDGEMENT OF USERS BASED ON THEIR SPECIFIC CIRCUMSTANCES TO USE, ADAPT, MODIFY OR ALTER SUGGESTIONS OR USE THEM IN CONJUNCTION WITH ANY OTHER SOURCES THEY MAY HAVE, THEREBY ABSOLVING US AS WELL AS OUR CONSULTANTS, BUSINESS ASSOCIATES, AFFILIATES, BUSINESS PARTNERS AND EMPLOYEES FROM ANY KIND OF PROFESSIONAL LIABILITY.
7. WE SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR INJURY ARISING OUT OF OR RELATING TO THE INFORMATION PROVIDED ON THE PLATFORM. IN NO EVENT WILL WE OR OUR EMPLOYEES, AFFILIATES, AUTHORS OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN BY YOUR RELIANCE ON THE CONTENT CONTAINED HEREIN.
8. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGES ARISING FROM PERSONAL INJURY/WRONGFUL

DEATH, AND DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION), RESULTING FROM ANY SERVICES PROVIDED BY ANY THIRD PARTY OR MERCHANT ACCESSED THROUGH THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- **Intellectual property**

1. We are either the owner of intellectual property rights or have the non-exclusive, worldwide, perpetual, irrevocable, royalty free, sub-licensable (through multiple tiers) right to exercise the intellectual property, in the Platform, and in the material published on it.
2. You may print off one copy, and may download extracts, of any page(s) from the Platform for your personal reference and you may draw the attention of others within your organisation to material available on the Platform.
3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
4. You must not use any part of the materials on the Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
5. If you print off, copy or download any part of the Platform in breach of these Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

- **Treatment of information provided by you**

We process information provided by you to us in accordance with our Privacy Policy.

- **Third Party Content**

1. We cannot and will not assure that other users are or will be complying with the foregoing rules or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.
2. You acknowledge that when you access a link that leaves the Platform, the site you will enter into is not controlled by us and different terms of use and privacy policy may apply. By assessing links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links to and / or from third-party sites to the Platform, although we are under no obligation to do so.

- **Severability**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under law, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

- **IP Notice and Take Down Policy**

1. Localmandai has put in place IP Notice and Take Down Policy (“Take Down Policy”) so that intellectual property owners could easily report listings that infringe their right to ensure that infringing products are removed from the site, as they erode Buyer and good Seller trust.
2. Only the intellectual property rights owner can report potentially infringing products or listings through Take Down Policy by way of Notice of infringement in the specified format. If you are not the intellectual property rights owner, you can still help by getting in touch with the rights owner and encouraging them to contact us.

- **Copyright & Trademark**

1. The Company, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, images, content and other materials which appear on the Marketplace. Access to or use of the Marketplace does not confer and should not be considered as conferring upon anyone any license, sub-license to the Company’s intellectual property rights. All rights, including copyright, in and to the Marketplace are owned by or licensed to the Company. Any use of the Marketplace or its contents, including copying or storing it or them in whole or part is prohibited without the express prior written consent of the Company
2. You may not modify, distribute or re-post anything on the Marketplace for any purpose. The names and logos and all related product and service names, design marks and slogans are the trademarks/service marks of the Company, its affiliates, its partners or its suppliers/service providers. All other marks are the property of their respective owners. No trademark or service mark license is granted in connection with the materials contained on the Marketplace. Access to or use of the Marketplace does not authorize anyone to use any name, logo or mark in any manner. References on the Marketplace to any names, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you after having express consent from third parties and do not in any way constitute or imply the Company’s endorsement, sponsorship or recommendation of the third party, the information, its product or services

3. The Company is not responsible for the content of any third-party sites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to access a link of any third-party websites, you do so entirely at your own risk and expense.
4. Localmandai can be accessible only from playstore or official website Localmandai shall not be responsible if transactions are done on any other platforms as they are not associated with Localmandai.

- **Advertising**

1. Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information. The manner, mode and extent of advertising by Localmandai on the Services are subject to change without specific notice to you. In consideration for Localmandai granting you access to and use of the Services, you agree that Localmandai may place such advertising on the Services.
2. Part of the site may contain advertising information or promotional material or other material submitted to Localmandai by third parties or Customers. Responsibility for ensuring that material submitted for inclusion on the Marketplace and / or Localmandai Platform complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than Localmandai found on or through the Marketplace and / or Localmandai Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely between you and such advertiser. Localmandai will not be responsible or liable for any error or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such other advertiser(s) on the Marketplace and / or Localmandai Platform.
3. For any information related to a charitable campaign ("Charitable Campaign") sent to Customers and/or displayed on the Marketplace and / or Localmandai Platform where Customers have an option to donate money by way of (a) payment on a third party website; or (b) depositing funds to a third party bank account, Localmandai is not involved in any manner in the collection or utilisation of funds collected pursuant to the Charitable Campaign. Localmandai does not accept any responsibility or liability for the accuracy, completeness, legality or reliability of any information related to the Charitable Campaign. Information related to the Charitable Campaign is displayed for informational purposes only and Customers are advised to do an independent verification before taking any action in this regard.

#### **Terms & Conditions for Refer & Earn Program**

- **Sponsor**

This contest (the "Contest") is sponsored by localis mandai technologies Pvt. Ltd, ("Sponsor"), which owns, run's and operates the Website: [www.localmandai.com](http://www.localmandai.com) and that has its principal place of business at bhalki. Entry and participation in any contest shall be deemed an unconditional and irrevocable acceptance of these Terms & Conditions. All entry instructions and any other specific details relating to the competition or the prizes form part of these T&C (but in the event of any conflict or inconsistency, these T&C shall prevail).

- **Contest Period**

The Contest period will be specified in the contest page.

- **Criteria of Eligibility for the Contest**

1. Please note this Contest is open only to individuals who are (i) legal residents of India, (ii) Eighteen (18) years of age or older on the date of entry, as shown on the PAN CARD, Voters Identity Card, a valid driver's license or other means of identification issued by the Central or State government agency or by a school or other educational institution, and containing the entrant's address and picture (iii) In the event that a User is below the age of eighteen (18) years and participates and wins this Contest, he/she may be disqualified and may not be entitled to the Prize.
2. The following individuals are not eligible to participate in the Contest: (i) present employees of the Sponsor or Sponsor's affiliates or subsidiaries (collectively, "Sponsor Entities"), (ii) past and present employees and previously published authors of any of Sponsor Entities' parent, subsidiary or affiliate companies.

- **Rules for Participation to the Contest**

1. Once you satisfy the rules mentioned in the contest page and your Mobile Phone Number and Name is registered with us, you will be eligible for the lucky draw, subject to the terms and conditions. Localis mandai technologies Pvt Ltd.(Localmandai) may, at its sole discretion, withdraw the Contest at any time without any prior notice.
2. The User has to ensure to provide his/her own valid mobile number, in order to qualify as a valid entrant in the contest. Please note only one entry by each User's own, one valid mobile number will only be allowed. Multiple entries by the same User would not be allowed. In the event of multiple entries by the same User, on such discovery, the User may be disqualified from the contest.
3. The user hereby gives to localis mandai technologies Pvt Ltd.(Localmandai) right to establish communication as and when deemed fit by localis mandai technologies Pvt Ltd.(Localmandai), once the user participate in the contest.

4. If a winner wins more than one prize, the winner will only be granted with the first prize he/she won. Sponsor has the final right to cancel or disqualify a winner with repeated winning entries without any notification.
5. The Participant undertakes the Contest at their own risk and agrees to indemnify Sponsor and its employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) and any claim arising from the Participant's own actions in any way in connection with the Contest, the Prize or a breach of the Participant's obligations hereunder.

- **Description of the Prizes and other important riders**

1. The Contest winner shall receive Prizes. The Winner will be selected by a random automated computer process or physical automated process.
2. The Winning Prize is not transferable and cannot be redeemed for cash. No request shall be entertained in this behalf.
3. All expenses to visit the venue and collect the Prize are to be borne by the Winner. The Winner himself / herself has to come personally to collect the Prize along with required identification documents within 1 (one) month from the date of declaration. Further, any prize that remains unclaimed within 30 date of declaration of the Prize Winner, then the Sponsor will declare the prize of the winner to be forfeited and the winner will have no right to claim the prize thereafter.
4. Though the Sponsor would give away iPhone as a Prize to each Winner, however the sponsor at its discretion, reserves the right to substitute the Prize mentioned herein with another prize and the prize winner will be notified accordingly. The Sponsor accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Further, if there are any tax implications on the Prize then the same will have to be borne by the Prize Winner. The Sponsor shall not be responsible for the quality, warranty or deficiency of the Winning Prize that is finally given to the Prize Winner. The Sponsor shall not be liable for any loss, damage, theft, or any other mishap caused to the Prize(s) after handing over the same to the winner/ his/ her assign(s).
5. Apart from the other terms and conditions mentioned herein, the prize may be given to the winner at any offices of the Sponsor, in any of its branches or at any other Venue that would be communicated to the winner, at the sole discretion of the Sponsor. The Sponsor will communicate the Winner the date, venue and time to collect the Prize.
6. The Prize Winner has to compulsorily submit their proof of identity and/or proof of age and all other identification proof and documents as asked for by the Sponsor in order to claim the Prize. In case of any further identification considered suitable for verification, the same may be requested at the discretion of the Sponsor.
7. The Sponsor reserves the right to withdraw the Prize to be given, in the event of a contestant being unable to satisfy these contest terms & conditions or forfeiting or

not claiming the prize. Winners will be notified by an SMS on the Mobile number given for participation.

8. The Sponsor will not be responsible for any error, failure, problem or technical malfunction in the process of uploading the details that is to be done by the contestant / User. It is the responsibility of the User that all the details required to be submitted by the contestant are correctly submitted. The Sponsor is not responsible for any connectivity issues while the User is feeding and uploading in details and participating for the Contest.
9. The decision of the Sponsor shall be final and binding and is non-contestable. No correspondence will be entertained on the same.
10. By participating in the contest, the User expressly agrees that the Sponsor will have the right to reproduce all the entries in any and all formats, media and/or mediums in any reasonable manner including but not limited to television, internet, mobile, print etc. The User / Contestants and / or Winners may be required by Sponsor to participate in a photo, video and/or any advertisement or film session and they hereby acknowledge that the Sponsor may make use of their name, voices, image and photograph/s for publicity & promotional purposes without compensation (to the contestants and / or winners), and they also agree that the Sponsor will own copyright in any such images and photograph/s, content and videos and in all material incorporating the photograph/s, content and videos. The Sponsor or any person or entity permitted by the Sponsor in this regards shall be entitled to use the entries received or any information now existing or hereinafter created in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and/or payment to the User /Contestant/ Winner. Further, all entries, including without limitation, all Proposals submitted as part of entries, become the property of Sponsor and will not be acknowledged or returned.
11. Winner's Declaration And Waiver Of Liability Undertaking : The potential winner will be required to execute and return to Sponsor Winner's Declaration And Waiver Of Liability Undertaking or give an electronic acceptance or as the case may be , including, where legal, a publicity release, which must be received by the Sponsor within ten (10) days of the date of the Notification or the prize will be forfeited and an alternate entrant will be identified as a potential winner and so notified in the same manner as described above.
12. Winner will need to notify to Sponsor if Winner could not collect the prize him/herself. Under the approval of Sponsor Winner may get a representative to collect the prize on his/her behalf. The representative has to bring original along the photocopy of representative and winner's Identity Card, Address proof & authorisation letter from the Winner and handover it over to Sponsor.

- **IPR of the Sponsor**

It is further clarified that, all rights, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) and in any and all entries received shall vest solely and exclusively with the Sponsor at all times.

- **Exclusion of Liability**

The Sponsor (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the contest, including, but not limited to, where arising out of the following:

1. any technical difficulties or equipment malfunction (whether or not under the Sponsor's control);
2. unauthorised access or third party interference;
3. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Sponsor) due to any reason beyond the reasonable control of the Sponsor ;
4. any variation in prize to that stated in these Terms and Conditions;
5. any tax liability incurred by a winner or entrant; or
6. use of a prize. It is further clarified that, Sponsor shall not be responsible for any administrative errors or any other errors involved in the execution of the Contest. Further, the Sponsor is not liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or a consequential loss), or for personal injury suffered or sustained as a result of taking any prize.
7. any reasons beyond its (Sponsor's) control

- **Other Exclusions**

The Sponsor is not responsible for any incorrect or inaccurate information or for any of the equipment or programming associated with or utilised in this contest , or for any technical error, or any combination thereof that may occur in the course of the administration of this contest including any omission, interruption, deletion, defect, delay in operation or transmission, communications line (including but not limited to e-mail communication) or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

- **Governing Laws and Jurisdiction**

The Contest shall be governed by and construed in accordance with the laws of India. Any disputes, differences and any other matters in relation to and arising out of the Contest and, or, pertaining to the Terms and Conditions shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall consist of a sole arbitrator to be appointed by the Sponsor and the venue of the arbitration shall be Mumbai. All disputes shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

- **Modification to these Terms and Conditions**

The Sponsor reserves the right to change/modify terms and conditions and/or criteria of the Contest at any time at its own discretion and without any prior notice and without assigning any reason. The

Sponsor will not be liable for any losses (if any) to any contestant arising from any variation or cancellation.

- **The Decision of the Sponsor would be Final and Binding**

In case of any dispute or difference in respect of this Contest, the decision of the Sponsor shall be final and binding on all concerned. These T&C represent the entire agreement between the parties relating to the Contest or the Prize (unless otherwise expressly confirmed in writing by Sponsor) and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. The invalidity, illegality, or unenforceability of the whole or part of a T&C or Condition does not affect or impair the continuation in force of the remainder of the T&C.

1. The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies.
  2. These T&C are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them. Accordingly no person shall derive any benefit or have any right, entitlement or claim in relation to this Agreement by virtue of the Contracts.
- The contest is valid for Indian Residents excluding the states of Telangana, Orissa, Assam, Sikkim and Nagaland.

**(Note:** Localmandai does not and cannot verify that Merchants have the right or ability to sell or distribute their listed products. However, Localmandai is committed to ensure that item listings do not infringe upon intellectual property rights of third parties once an authorized representative of the rights owner properly reports them to Localmandai.)

Contact Us:

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Localmandai - Customer Support

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Khandre galli (south wing)

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We will respond to all requests, inquiries or concerns within a reasonable period.