

## Annexure - 1 Terms and Conditions

### 1. Contract

This is a Contract/Contract between (“You/Supplier”) and E2P Maart Private Limited (SG Maart), having its Corporate office at 1<sup>st</sup> Floor, Bhansali Tower, Near Manidhari Hospital, Residency Road, Jodhpur ("Company/SG Maart").

This Contract is effective from the date when you first start using the page under the Company and/or first start registration on registration portal of Company and the same shall continue until terminated by Company expressly by giving written notice.

Company may modify this Agreement from time to time at its own discretion. Any alteration in this Contract term shall be effective and deemed to be accepted by you. You are supposed to check the provisions of this Contract regularly to update yourself accordingly. Your use of Company portal site implies your acceptance of changes in this Contract as effected by Company from time to time.

THIS CONTRACT LIMITS OUR LIABILITY AND ALSO LIMITS YOUR REMEDIES Please read and understand the terms of DISCLAIMER, of this Contract.

### 2. Eligibility

You can become a Vendor of the Company by successfully registering on the Company Portal (“portal”)

(“Vendor”). For using this portal, you must be eligible to enter into, execute and abide the terms of this contract as per the applicable laws of India. Your use of portal represents and warrants that you have the right, authority and capacity to enter into this Contract and to abide by all of the Terms of Use Agreement of this Contract.

You agree to inform Company your subsequent disability to continue with this contract or enter into any fresh/revised contract. Subsequent disability shall entitle Company to restrict/change/terminate this Contract at its own discretion with or without any notice to you in this regard.

### 3. Free consent

You state that the very fact that you are visiting/have visited the portal is your complete unqualified acceptance, relating to various Terms of Use Agreement detailed in the portal as also in the disclaimer section of this Contract. You fully acknowledge, agree, declare and undertake with a sound mind without any undue force, pressure, influence or coercion on you, that you shall be fully bound by the terms of this Contract. You further undertake that in case any dispute arises out of and relating to the non-performances of any obligations as a visitor of this portal then the exclusive jurisdiction to file law suits against you, being the

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user/Vendor, shall be in the courts at JODHPUR only.

#### 4. Term & Termination

This Contract will remain in full force and effect after your first use the portal. Company reserves its right to cancel at any time and for any reason or suspend your Vendor registration at any time. Such cancellation or suspension may be without cause and/or without any notice. In case of Vendor Registration cancellation, your right to use the portal ceases right away. Once the Vendor registration is cancelled or suspended, any data/content you may have stored/submitted to Company may not be retrieved later. You understand that Company may at any time, at its sole discretion and without prior notice to you, prohibit or restrict your access to the use of portal.

#### 5. Authority to submit information/documents with vendor registration form

Any information/content in relation to you or otherwise shall be submitted by you only and only if you are: - Undisputed legal owner of said document or legally valid Special Power of Attorney holder from the undisputed legal owner of document to perform under this Contract or Holding any other legally valid authority document(s); or otherwise legally authorized to submit such information.

#### 6. Other terms of use by Vendor

In case of content/data/information submitted by you to Company, at the time of registration on portal of Company, is found incorrect, misleading, derogatory, illegal and/or such content or documents are submitted without any authority then Company reserves its rights to take all necessary action, civil, criminal including cancellation of any or all your registrations with or without any notice to you in this regard.

You will not use any information obtained from the portal in order to harass, abuse, or harm another person failing which the Company reserves its rights to take all necessary action, civil, criminal including cancellation of any or all your registrations with or without any notice to you in this regard.

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In order to protect Company, portal and/or our Vendor from any abuse / misuse, Company reserves the right to restrict the use of portal by you for such period which Company deems appropriate in its sole discretion. You cannot use any automated processes, including any other programs/scripts to view and collect information or content on or communicate/contact/respond/interact with Company, Company Portal and/or Vendor under the Company Portal.

Company reserves the right to screen the content you may provide, upload, remarks, posts and also regulate the same by deleting unwarranted or any other content at any time at its sole discretion without prior notice to you.

#### 7. Documents / Content / Information provided at the time of registration

You hereby confirm that:

- (A) The Documents/Content/Information uploaded/posted/provided by you on the portal does not infringe any third party's intellectual property or proprietary rights or rights of publicity or privacy;
- (B) The Documents/Content/Information uploaded/posted/provided by you on the portal does not violate any law, statute, ordinance, regulation or order of any court or any statutory authority;
- (C) Is not defamatory, libellous, false/incorrect, misleading, derogatory, illegal;
- (D) The Documents/Content/Information uploaded/posted/provided by you on the portal does not contain viruses or other similar harmful or deleterious programming routines. If you violate this provision, you may be penalized up to and including termination of your rights to use the portal and any other remedies available to Company by law;
- (E) Company may verify the registration Data provided by you through its own sources and/or by asking documentary proof for any such information submitted by you during registration or thereafter (any time). If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has rights to suspend or terminate your

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Vendor registration account and refuse any and all current or future use of the portal. Company owns and retains all proprietary rights, including without limitation, all intellectual property rights in the portal;

- (F) The portal contains the copyrighted material, trademarks, and other proprietary information of Company, and its licensors. Except for that information which is in the public domain, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information;
- (G) All lawful, legal and non-objectionable information or documents (in the sole discretion of Company), content/information/documents and/or other information, content or documents that you upload/provide/post on the portal shall become the property of Company. Company reserves the right to scrutinize all such information, documents, content and/or uploaded/posted on the portal and shall have the exclusive right to either remove, edit and/or display such information, document and/or content;
- (H) You understand and agree that - Company may delete any content, documents, information, (collectively, "Information") that in the sole judgment of Company violate this Contract or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Company, Company Portal and/or its Vendors - You are solely responsible for the Information that you provide, publish, display or submit (hereinafter, "uploaded") on portal. You cannot use any automated processes or any other programs/scripts to view and or collect information or content or documents on or communicate / contact / respond / interact with other Vendors.
- (I) Company reserves the right to verify the authenticity of Information uploaded on the portal. In exercising this right, Company may ask you to provide any documentary or other form of evidence supporting the Information you upload on the portal. If you fail to produce such evidence within prescribed time, Company may, in its sole discretion, terminate your vendor registration and pull out your Information from the portal;

## 8. Disclaimers/Limitation of liability

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## Disclaimers

Company will take all possible measures to avoid any misrepresentation, fraud, illegal and unlawful action/inaction by any person using portal of Company but does not guarantee for any accuracy, correctness and/or reliability of any such information/content or user of portal. You are bound to be alert and check the accuracy and correctness of any information submitted by you on portal.

Your use of the portal is at your sole risk. Please note that this contract strictly limits our liability and Company does not provide any warranty for the portal. The contract also limits your remedies.

Company shall not be liable or responsible to verify the authenticity of the information/content uploaded by the Vendor/users on the portal including but not limited to the Licenses (such as S&E, FSSAI), Statutory Documents (such as PAN, GST, Company Registration) etc., and shall be in no way be responsible for any loss/damages caused to the Users/Vendor. Company only provides a portal for Vendor for Vendor Registration. Company is not responsible for any incorrect or inaccurate information uploaded on the portal, whether caused by Vendor/users or by any of the equipment or programming associated with or utilized neither in the portal, nor for the conduct of any Vendor/user of the portal whether online or offline.

Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Vendor/user.

Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of e-mail or technical problems or traffic congestion on the internet or at any web site/portal or combination thereof, including injury or damage to you, Vendor/users or to any other person's computer related to or resulting from participating or downloading information/materials in connection with the Company and/or in connection with the portal.

Under no circumstances will Company be responsible for any loss or damage resulting from anyone's use of the portal and/or any information/content/data uploaded on the portal. The exchange of any information/messages through portal should not in any way be construed as any offer and/or recommendation from/by Company.

Company shall not be responsible for any loss or damage to any individual arising out of, or subsequent

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to, relations established pursuant to the use of Company Portal. The portal is provided "as-is". Company cannot guarantee and does not promise any specific results from use of the portal.

Company and its subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of portal, fitness for a particular purpose and non-infringement.

Any information/documents/material downloaded or otherwise obtained through the use of the portal is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such use or information/document/material.

Company disclaims any liability, whatsoever, arising out of or in connection with the portal offered through Company.

The Vendor shall ensure that while using the portal, all prevailing and applicable laws, rules and regulations, directly or indirectly for the use of systems, portal shall at all times, be strictly complied with by the User/Vendor and the Company shall not be liable in any manner whatsoever for default of any nature regarding the same, by the Vendor.

Company shall not be liable for any disclosure of information concerning the Vendor/User's account and/or particular's nor for any error and/or omissions and/or inaccuracy with regard to information so disclosed. In addition Company shall further not be liable for any loss or damages sustained by reason of such disclosure, whether intentionally or inadvertently.

The Company does not warrant that portal or any of the web sites linked to portal will be free of any operational hazards or errors nor that it will be free of any virus or/and worm or/and any other harmful components.

Company is not involved in any transaction between any parties who are using our portal. There are risks, which the Vendor/User assumes when dealing with people who might be acting under false pretenses and the same shall be borne by the Vendor/User. Company cannot and does not control the behaviour of the participants on this portal. We cannot control whether or not Vendor/Users of portal will complete the inputs/information as they upload on portal. It is extremely important that the Vendor/user takes care

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throughout his dealings on this portal. Company does not accept or/and assume responsibility for the information/content/documents.

This portal is vulnerable to data corruption, interception, tampering, viruses as well as delivery errors and we do not accept liability for any consequence that may arise there from.

## 9. Confidentiality

For the purpose of this Contract, " Confidential Information " means all tangible or intangible, financial, commercial, technical, operational, management and other information, data and know-how relating to the portal and Company, which may be on the portal or may otherwise come into the possession of you, whether orally or in writing or in any other form, and which is confidential or proprietary in nature or otherwise expressed by Company or by any of its Associates to be confidential, and not generally available to the public.

You shall keep confidential and secret and not disclose to any third party the Confidential Information nor any part of it, if required and upon prior permission in writing from the Company. You agree to take all possible precautions with regard to protecting confidential information from any third party and shall ensure that all its Associates to whom such disclosure is made will act in accordance with the terms of this Contract as if each of them were a party to this Contract, and if required obtain a written statement from each such employee/associate having access to such Proprietary Information undertaking to abide by the confidentiality conditions.

Further no use, reproduction, transformation or storage of the Proprietary Information shall be made by you without the prior written permission of the Company, except where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any competent regulatory body, in the manner as required by the Company.

The obligations of confidentiality set out in this Contract shall continue to be in force notwithstanding termination of this Contract for any reason whatsoever.

All information and data submitted by you shall become the property of the Company.

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You shall have access to only your own data and information in the portal (subject to prior confirmation of identity or by logging in to the portal). You may edit or amend such data and information from time to time.

All confidential information (including name, information, documents, e-mail address etc.) voluntarily revealed by you, is done at your sole discretion and risk. The Company accepts no responsibility or liability whatsoever for such actions.

All copyright and/or know-how and/or any other related intellectual property rights of the portal shall become and remain the sole and exclusive property of the Company and the Vendor/user shall have no claims to the same. In the event the Vendor/user has contributed any content to Company in any manner whatsoever, all intellectual property rights to the same shall become the absolute property of the Company, including all intellectual property rights and the Vendor/user shall have no right or claim over the same, in any manner whatsoever. In the event that the Vendor/user during the term of his Contract or any time thereafter, uses such intellectual property in any other website or related activity, the same shall be considered as an infringement of the intellectual property rights of the Company and the Company shall have the right to take recourse to whatever legal remedial action is required, in the given facts and circumstances, the costs and peril of which will lie at the end of the Vendor/user.

By becoming a Vendor/User of the portal, you agree to receive certain specific emails from Company. You hereby confirm that as on date of this registration, you do not have any objection to receiving emails, messages and calls from Company and Vendor/user of portal as long as you are a registered Vendor of portal. This consent shall supersede any preferences set by you with or registration done with the Do Not Disturb (DND Register)/ National Customer Preference Register (NCPR). This consent extends to emails, messages or calls relating the portal under this Contract. This Contract, accepted upon use of the Portal and further affirmed by becoming a Vendor/user of the portal, contains the entire Contract between you and Company regarding the use of the portal.

## 10. Communication

By becoming a Vendor/User of the portal, you agree to receive certain specific emails from Company. You hereby confirm that as on date of this registration, you do not have any objection to receiving emails, messages and calls from Company and Vendor/user of portal as long as you are a registered Vendor of portal.

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#### 11. Others

If any provision of this Contract is held invalid, the remainder of this Contract shall continue in full force and effect. You are under an obligation to report any misuse or abuse of the portal. If you notice any abuse or misuse of the portal or anything, which is in violation of this Contract, you shall forthwith report such violation to Company by writing to customer care.

#### 12. Acknowledgment and Acceptance of Terms and Conditions

The terms and conditions appearing here above consists of the entire Contract between you/user/ Vendor (as defined above) and the Company (as defined above) and replaces all previous arrangements/schedules between the parties regarding the subject matter contained herein above. By completing the registration process and/or checking the

"I have read and accept the Terms of Use" box, you are indicating your acceptance to the agreement and to be bound by all of the terms and conditions of the Company as appearing hereinabove.

I certify and confirm that whatever information's/details mentioned/stated by me are true to the best of my knowledge and belief and nothing is suppressed by me.

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