

Terms and Conditions

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of “QWICKPICK”

Pujeet Retail Pvt. Ltd. (Company) is the licensed owner of the brand “QWICKPICK” and the Website/ Application “QWICKPICK”. This User Agreement contains rules and regulations, policies and terms and conditions and agreement applicable to any person who may access or use “QWICKPICK”, including any sub domains, WebPages or extension of “QWICKPICK” (Website/ Application) and you hereby agree and acknowledge to be bound by the terms of this User Agreement.

The use of “QWICKPICK” and the services provided are subject to the rules and regulations, policies, notices, terms and conditions set forth in this User Agreement. For the purposes of this User Agreement, 'User' and wherever the context may require 'You' (or any variation thereof), shall mean any natural or legal person who has agreed to become a user of the Website/ Application by accessing or browsing the Website/ Application and/or has registered as a member of the Website/ Application by submitting identification information/ registration details using the computer system of this Website/ Application and Accepting the electronic record of the User Agreement and has obtained a unique username and a One Time Password generated by the Website/ Application.

Amendment: The Company reserves the right to change this Website/ Application and/or alter the terms and conditions of this User Agreement at any time and retains the right to deny access to anyone who the Company believes has violated the provisions of this User Agreement. You are advised that any amendment to the User Agreement or rules and policies incorporated herein by reference will only be notified on the Website/ Application on publicly accessible links and you agree by accessing, browsing or using this website that this constitutes sufficient notice for all purposes against you. The revised version/ terms shall be effective from the time that the Company posts the same on the Website/ Application. [In the event, that the User Agreement includes a substantial change, the Company will provide 30 days' prior notice of such substantial change by posting the same on the Website/ Application. For the purposes of this User Agreement, 'substantial change' means a change to the terms of this User Agreement that reduces your rights or increases your responsibilities.]

- **Definitions**

Payment on Billing shall mean a Transaction where the payment for the items purchased is paid through the buyer via online payment which is linked up to **“QWICKPICK”** through third party service RazorPay.

Payment on Delivery shall mean a Transaction where the payment for the items is collected from the buyer by the Logistics Executive at the time of delivering the goods. In this case, the Buyer can make the payment in cash or scan the QR Code displayed by the Logistics Executive and make the online payment. However, this facility is currently available only in Kolhapur city (Maharashtra) in India and the Company in its sole discretion and without notice, reserves the right to add or withdraw the cities in which such option may be available. This facility shall not be available for Delivery of items outside India.

Delivery/ Delivered means physical delivery of the items to the buyer (for which a Transaction Price has been paid by the buyer by Payment on Billing or the buyer has opted for Payment on Delivery, or such other mode of payment approved by the Company).

Dispatch/ Dispatched shall mean that the items (for which a Transaction Price has been paid by the buyer by Payment on Billing or the buyer has opted for Payment on Delivery, or such other mode of payment approved by the Company) have been dispatched by the **“QWICKPICK”** through their Logistics Executive at the address communicated by the buyer on the Website/ Application.

Order Details means the true, accurate and valid data, information, details or documents as specified by the Company from time to time, which the Logistics Executive is obligated to provide to the Company [on the Website/ Application] as proof that the item has been Dispatched and/or Delivered, as the case maybe.

Information means and shall include any confidential and/or personally identifiable information or other information provided to the Company or other Users of the Website/ Application at the time of registration with the Website/ Application, buying or listing process or through any email feature and shall include without limitation your name, email address, billing/shipping address, phone number and banking / financial information.

Issuing Bank in respect of a buyer means any bank that has issued a Valid Card (credit/ debit/ cash card) to the buyer or the branch of a bank which maintains a Valid Bank Account in the name of buyer; with which the buyer makes payment of the Transaction Price.

Logistics Executive shall mean the executive appointed by the company who will exclusively provide various services of collection and delivery of items, collection of the Transaction Price from the

buyer in case of Payment on Delivery Transactions or such other services that the Company may require.

Transaction means every electronically generated valid purchase order placed by the Buyer for purchasing the items listed on the “**QWICKPICK**” Website/ Application.

Transaction Price means the price to be paid for the items to be purchased by the buyer for every Transaction and which price shall include, if applicable, the shipping charges, and all other taxes, duties, costs, charges and expenses in respect thereof.

Valid Card means any valid credit card/ valid debit card/ valid cash card or any other card of whatsoever nature issued by Visa or MasterCard and/or by any Issuing Bank or any institution designated to issue such cards and lawfully owned by the User of the card at the time of the Transaction as well as at the time of Refund, if any.

Valid Bank Account shall mean a valid and operational bank account in the name of the User of which the User is the rightful and legal owner having the ability to issue cheques/ demand drafts and make deposits, which in respect of the buyer shall be referred to as the **Buyer Bank Account** and in respect of the “**QWICKPICK**” be referred to as the **Seller Bank Account**. [Both the Buyer Bank Account and Seller Bank Account are required to be with a branch of a nationalized bank as per applicable Indian laws or other banks which are registered with or approved by the Reserve Bank of India and such branch and/or account of the Buyer and Seller supports Reserve Bank of India’s electronic / online banking system including, without limitation, National Electronic Funds Transfer (NEFT) and/or Real Time Gross Settlement (RTGS)].

User Account means an account which is registered to the Website/ Application following the due process.

- **Eligibility**

This Website/ Application may only be used or accessed by such persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are 'incompetent to contract' within the meaning of the Indian Contract Act, 1872 including minors, persons of unsound mind, and un-discharged insolvents are not eligible to use the Website/ Application. A minor is not allowed to access or register as a User or purchase any items on the Website/ Application.

If you represent and are registering as a business entity, by accepting the User Agreement you represent that such entity has sufficient authority under applicable law to enter into the User Agreement and you are duly authorized by the business entity to accept this User Agreement and you have the authority to bind that business entity to this User Agreement.

- **Registration and Communication**

Registration: You are solely responsible for maintaining secrecy and confidentiality of your User Account. You hereby acknowledge and accept that the Website/ Application will grant access to any person who has obtained your User Account in the same manner as it would have granted access to you and you are responsible for all activities conducted under your User Account. The Company, its employees or associates will not be responsible in any manner for losses occurring from such breach of secrecy of your User Account.

You agree that your sole purpose of registering or using the Website/ Application is to buy Products i.e. Fruits, Vegetables, Processed Foods, Food grains, Kitchen staples, Juices, Salads, FMCG goods, etc. as may be specifically notified by the Company on the Website/ Application from time to time (that are permitted to be bought and sold under applicable law) and you shall not use this Website/ Application for any other purpose including for buying product(s)

other than as mentioned above or product(s) that are not allowed under applicable law to be sold or bought by you in any manner.

You agree to provide true, accurate and complete information while registering or for any other purpose when prompted to do so on the Website/ Application. You are prohibited from misrepresenting your identity and agree not to represent yourself as another User or login/register using the identity of any other person. You are responsible to maintain and promptly update the information provided while registering or for any other purpose on the Website/ Application to ensure that the information provided by you is true, accurate, current and complete at all times. If you provide any information that is untrue, inaccurate, not current or incomplete or the Company has reasonable grounds to deduce that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this User Agreement, the Company reserves the right to indefinitely suspend or terminate or block your use or access to the Website in any manner whatsoever.

Electronic Communication: You agree to keep yourself updated with all data, information and communication pertaining to you made available on the Website/ Application by the Company. You further agree that your use of the Website/ Application or provision of any data or information including any correspondence (by email or text message) to or by the Company is through electronic records and you consent to receive communication from the Company via electronic records which will be deemed adequate service of notice/ electronic record.

- **Terms of Use**

You understand and agree that the Company and the Website/ Application merely provide hosting services to its Users who access the Website/ Application for purchase of Products i.e Fruits, Vegetables, Processed foods, Food grains, Kitchen staples, Juices, Salads, FMCG goods, etc. (that are permitted to be bought and sold under applicable law). You also give permission to the Website/

Application and the Company to store details and records of your usage of the Website/ Application indefinitely. However, this does not constitute any obligation on the part of the Company or the Website/ Application to do so.

Currently the membership on the Website/ Application is free and the Company does not levy any charges/fees for browsing or buying on the Website/ Application. The Company reserves the right to introduce new services or modify the existing services provided on the Website/ Application. Changes to the User Agreement or any of the rules and policies of the Company shall be posted on the Website/ Application and such changes shall automatically become effective immediately after they are posted on the Website/ Application.

All fees/ charges shall be quoted in Indian Rupees and shall be payable to **Pujeet Retail Pvt. Ltd.** You are responsible for paying all charges/ fees associated with the use of the Website/ Application and shall be liable to pay any and all applicable taxes, charges, cesses etc. which may be levied. In case of any non- payment, the Company reserves the right to issue a warning or temporarily/ indefinitely suspend or terminate your membership with the Website/ Application and disallow access to the Website/ Application. The Company also reserves the right to take any legal action against you in case of any non- payment of charges/fees to the Company.

You agree that the Company may appoint any third party service provider, including but not restricted to one or more of the Company's affiliate to provide backend operations and support as instructed by the Company from time to time including but not limited to collection, processing and remittance of the Transaction. The Company neither originates nor transmits any communication/ information on behalf of any User nor does it modify the contents of any communication transmitted.

Any information provided by you to the Company or submit on the Website/ Application or provide or display to other Users of the Website/ Application in the registration, buying process, in the feedback area or through any e-mail communication is solely your

responsibility and the Company or the Website/ Application merely is a platform where such information is distributed, published, displayed or used by Users. The Company or the Website/ Application is not liable for accuracy, appropriateness or legality of such information.

- **Limited liability of the Company**

In no event shall the Company or its suppliers, affiliates and service providers be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising (in any manner whatsoever, including but not limited to negligence) out of or in connection with the Website/ Application. The Company liability in any circumstances is limited to the amount of charges/ fees, if any, paid by you to the Company. The Company, its associates, affiliates and service providers and technology partners make no representations or warranties about the accuracy, reliability, completeness, and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Website/ Application or that the operation of the Website/ Application will be error free and/or uninterrupted.

- **Indemnity**

You shall indemnify and hold harmless the Company and the Company's parent, subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of the User Agreement including the rules and policies incorporated herein by reference, or your violation of any law, rules or regulations or the rights of a third party.

- **Payment**

For the purposes of buying any item listed on the Website/ Application, you agree and undertake not to make payments in any manner other than as provided, without the prior consent of the Company.

You acknowledge and accept that you have specifically authorized the Company to collect, process, facilitate and remit payments and/ or the Transaction Price by any of the prescribed methods of payment through Payment on Billing or Payment on Delivery to and from other Users in respect of Transactions.

In order to enable Users to carry out transactions on the Website/ Application, the Company will in addition to other methods of payment provide an electronic payment facility by RazorPay on the Website/ Application. This facility enables automated collection and remittance services using the facilities of various Indian banks, financial institutions, credit/ debit/ cash card brands, various third party service providers and/or payment card industry issuers and through such other infrastructure and facilities as may be authorized by the Reserve Bank of India for collection, refund and remittance, as the case may be. This facility shall be availed in accordance with the terms of this User Agreement and the rules and policies prescribed hereunder. Refer to Privacy Policy to understand more on Payment Methods.

You agree and accept that the Company is neither acting as trustee nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price, by providing any method of payment to its Users.

- **Consent and Privacy Policy**

By using the Website/ Application and/or by providing your information, you consent to the collection and use of such information disclosed by you on the Website/ Application, by the Company. The personal information / data including but not limited to the Information provided by You to the Website/ Application during the course of a Transaction shall be treated as strictly

confidential and retained in accordance with the Privacy Policy which is incorporated herein by reference and applicable laws and regulations including but not limited to Information Technology Act, 2000 and rules there under. The Company does not sell or rent or otherwise disclose your personal information to third parties for their marketing purposes without your explicit consent and the Company only uses your information in the manner described in the Privacy Policy. If you do not agree to your Information being transferred or used in this way please do not use the Website/ Application.

The Company views the protection of User privacy as a very important community principle. The Company clearly understands that you and the personal information provided by you is one of the most important assets to the Company. The Company stores and processes the information provided by you in computers located in Kolhapur Office that are protected by physical as well as reasonable technological security measures and procedures in compliance with the provisions of the Information Technology Act, 2000 and rules made thereunder.

- **BREACH**

Without limiting other remedies that the Company may pursue, the Company may at its sole discretion take such action as it deems fit including but not limited to cancellation of the Transaction or payments made, limit your activity, immediately remove your information or listings, or end your listing, warn other Users of your actions, forthwith temporarily/indefinitely suspend or terminate or block your membership, and/or refuse to provide you with access to the Website/ Application or initiate any legal action it may deem fit, particularly in the event

- You breach any of the provisions of this User Agreement including any of the rules and policies, documents, terms and conditions made thereunder which are incorporated therein by reference
- Any misuse of the Payment gateway Facility
- The Company is unable to verify or authenticate any information provided by you

- The Company believes that your actions may cause legal liability to the Company, other Users or yourself.

No actions, omissions or decisions taken by the Company shall waive any rights or claims that the Company may have against the User.

Any User that may have been suspended or blocked may not register or attempt to register with the Website/ Application or use the Website/ Application in any manner whatsoever until such time that such User is reinstated by the Company. Notwithstanding the above, if you breach the User Agreement or the rules and policies and other documents incorporated therein by reference, the Company reserves the right to recover any amounts due and owed by you to the Company and to take strict legal action including but not limited to referral to the appropriate police or other authorities for initiating criminal or other proceedings against the Company.

- **Grievance Redressal Mechanism**

In case of any grievance, objection or complaint on your part with respect to the Website/ Application, other Users or the Company, including any complaints or enquiry about suspension, termination or blocking of your membership or right to use the Website/ Application, you should promptly raise such grievance or complaint with the designated Grievance Officer at contact.pujeetretail@gmail.com or call/text at +91 9765563656 and provide him with all necessary information and/or documents to enable the Company/ Grievance Officer to resolve the issue. Any such grievance raised within 24 hours after the delivery of product shall be looked after by grievance officer and communicated to the higher authority of the company. The higher authority will contact you directly and resolve the grievance within a reasonable time.

The contact details of the Grievance Officer is published on the Website/ Application as required under the provisions of the Information Technology Act, 2000 and the rules made thereunder.

- **General**

None of the provisions of this User Agreement shall be deemed to constitute a partnership or agency between you and the Company and you shall have no authority to bind the Company in any manner whatsoever.

Except as explicitly stated otherwise, any notices directed to the Company shall be given by email to contact.pujeetretail@gmail.com or call/text at +91 9765563656 and any notices to you by the Company shall be provided to the contact provided by you during the registration process. Notice shall be deemed given 24 hours after email or call/text is sent, unless the sending party is notified that the email address or contact is invalid. Alternatively, we may give you notice by registered mail, postage and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

If any clause of this User Agreement or the application thereof to any User or circumstance shall be deemed invalid, void or for any reason unenforceable to any extent, the remainder of this User Agreement and the application of such unenforceable provision to Users or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this User Agreement shall be valid and enforceable to the fullest extent permitted by law.

This User Agreement together with the rules and policies incorporated herein by reference constitutes the entire understanding and agreement between you and the Company with respect to the subject matter herein.

The Company at its sole discretion shall be entitled to assign or transfer its rights and obligations under this User Agreement hereunder to any other person without your prior consent provided that the Company assigns this User Agreement on the same terms or such terms that are no less favorable to you.

All remedies of the Company under this User Agreement whether provided herein or conferred by statute, civil law, common law,

custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.

- **ARBITRATION**

If any dispute arises between you and the Company during your use of the Website/ application or the Payment Facility or “**QWICKPICK**” Services or any service incidental to the Website/ application or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement, Payment Agreement, or the rules, policies and documents incorporated therein by reference, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by the Company whose decision shall be final. The place of arbitration shall be Kolhapur, Maharashtra. The Arbitration proceeding shall be governed under the provisions of The Arbitration & Conciliation Act, 1996. The arbitration proceedings shall be in the English language.

- **GOVERNING LAW**

This User Agreement and all rules, policies and documents incorporated by reference shall be governed and construed in accordance with the laws of India and the Courts in Kolhapur, Maharashtra shall have exclusive jurisdiction.

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