

## Doctor Sand Ltd.

### Fixed Price Sale Terms and Conditions

#### A. INTRODUCTION

We, Doctor Sand Limited (“**Company**”, “**we**”, “**us**”, “**our**”) are the owners of the platform comprising of [www.doctorsand.com](http://www.doctorsand.com) “**Online Platform**”. The Online Platform is a B2B marketplace and serves as an electronic platform that connects Buyers and Sellers dealing in building and construction materials. The Online Platform shall offer Goods to the Buyers through the Fixed Price Sale facility provided on the Online Platform.

As a part of the Fixed Price Sale service, the Online Platform will list and conduct the sale of Goods on behalf of the Seller at a fixed price and quantity. Under the Fixed Price Sale facility, the Goods offered can be purchased by the Buyers on cash as well as credit basis. The Online Platform will also facilitate the process for refunds of various payments made by the Buyers and Sellers.

The document deals with the Fixed Price Sale facility to be conducted on the Online Platform of the Company and sets out the terms and conditions (“**T&C**”) with respect to the Fixed Price Sale service. These T&C will govern the Fixed Price Sale process including the obligations of the Sellers and the Buyers (“**Users**”).

The procedure for the purchase and sale of Goods in relation to Fixed Price Sale services via the Online Platform shall be in accordance with the T&C.

#### B. DEFINITIONS

1. “**Buyer**” shall mean any Person registered on the Online Platform for the purpose of participation under the Fixed Price Sale service.
2. “**Fixed Price Sale**” shall mean the facility wherein Online Platform on its own as well as on behalf of the Sellers shall offer Goods to the Buyers at a fixed price and quantity for sale on cash as well as credit basis.
3. “**Confidential Information**” shall mean and include, to the extent authorized by the Law, such confidential and sensitive information that the Online Platform and the Users may, from time to time, in connection with the Fixed Price Sale contemplated under these T&C, disclosed to each other.
4. “**Goods**” shall mean the construction material primarily consisting of sand and any other supplementary products that are ordinarily used for construction activities.
5. “**Intellectual Property Rights**” or “**IP**” shall mean all existing and future intellectual property held and owned by Doctorsand in the nature of patents, trade secrets, know-how, unregistered or registered, any and all copyrights, trademarks, designs and other confidential and/ or proprietary information not limited to that forming part of the subject matter of these Fixed Price Sale T&C and is inclusive of all intellectual property that is the

subject of ownership by Doctorsand and/ or its holding companies, subsidiaries, associates, venture partners and predecessors in interest, business and title. The Intellectually Property will further include all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, including registrations, applications and renewals whether arising by operation of Law, contract, license, or otherwise. thereof.

6. **“KYC information”** shall mean the documents that the Users shall be mandatorily required to submit to the Online Platform for internal records at the time of registration on the Online Platform and at any time as may be required by the Online Platform.
7. **“Law”** shall mean any law, rule, regulation, ordinance, order, code, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter in question, as in effect, from time to time.
8. **“Minimum Price”** shall mean the minimum rate or floor price for the sale of Goods which shall be decided by the Seller registered with the Online Platform.
9. **“Payment Handling Fees”** shall mean the specific amount charged by the Company to the Sellers at a specific percentage as may be decided by the Company from time to time. The payment handling fees shall form a part of the Platform Fees that the Online Platform shall be entitled to charge to the Sellers.
10. **“Platform Fee”** shall mean a specific amount charged by the Company to the Sellers as service fees for participating in the Fixed Price Sale facilities offered on the Online Platform. The Platform Fee shall include Success Fees and Payment Handling Fees.
11. **“Person”** shall mean any corporation, limited liability company, partnership, firm, joint venture, limited liability partnership, association, joint-stock company, trust, unincorporated organisation, governmental authority or other entity.
12. **“Registration Fees”** shall mean the annual registration fees to be paid by Seller for availing the services provided by the Online Platform and one-time registration fees to be paid by Buyer for participation in the Fixed Price Sale services offered on the Online Platform.
13. **“Seller”** shall mean the Company, or any Person registered on Online Platform for the purpose of selling their Goods on the Online Platform.
14. **“Success Fee”** shall mean a specific amount charged by the Company to the Sellers upon the successful completion of the Fixed Price Sale facility and shall form a part of the Platform Fees that the Online Platform shall be entitled to charge to its Sellers.

### **C. REGISTRATION ON ONLINE PLATFORM**

1. Seller Registration
  - a) Eligibility criteria to participate on the Online Platform:

Any Person desirous of selling the Goods through Fixed Price Sale facility available on the Online Platform will be eligible to register on the Online Platform subject to fulfillment of the

participation criteria and registration requirements as set out by the Online Platform from time to time.

b) Login:

The Online Platform shall provide a single “User Login” tab for all registered Sellers which will enable the Sellers to access the website and list their Goods for sale through the Online Platform. Sellers not registered can also view the Goods that are listed by other registered Sellers through the ‘guest check-in’ tab displayed on the Online Platform. The Online Platform shall require the Seller to provide appropriate login details, in the relevant tabs, for participating in the Fixed Price Sale services. The Registration process under the ‘User login’ tab shall be as stated hereinbelow.

c) Registration Process – Step I (User verification and procurement of details):

The initial registration process for the Sellers on the Online Platform will *inter alia* consist of (i) filling of the registration details along with the relevant documents including documents required for completion of the KYC process; (ii) acknowledgement and acceptance of privacy policy, Fixed Price Sale T&C and website terms of use; (iii) execution of memorandum of understanding (“**MOU**”) by way of a click-wrap agreement and (iv) execution of the seller letter of authorization (“**SLA**”) whereby the SLA shall grant consent to the Online Platform to list the Goods on behalf of the Seller under various services provided by it. Additionally, the SLA shall also state the terms of sale such as volume, delivery, etc. of the Goods so offered to the Buyers.

d) Registration Process – Step II (Payment):

(i) Upon submission of the documents, the Seller will be required to pay the annual Registration Fee, through online mode. The levy of Registration Fees shall be at the sole discretion of the Company and the amount of applicable Registration Fees for the Sellers for onboarding on the Online Platform shall be prescribed by the Company from time to time.

(ii) Thereafter, the Online Platform may require the Seller to provide the list of warehouse and consignment locations that it operates from to the Online Platform.

e) Registration Process – Step III (Seller assessment and entitlement to participate in Fixed Price Sale service):

(i) Upon payment of the Registration Fees by the Seller on the Online Platform, the Company will assign a team to conduct a physical assessment of the Sellers plant and the quality of the Goods (“**Seller Assessment**”). Upon completion of the Seller Assessment, a report shall be prepared basis the requisite assessment metrics decided by the Company from time to time. Basis the observations in the report, Seller shall be informed whether registration has been accepted or rejected by the Company. In case the registration is not accepted by the Company, the Registration

Fee submitted by the Seller shall be refunded in accordance with the terms and conditions of the Fixed Price Sale refund and cancellation policy.

- (ii) Upon confirmation of the Seller's registration, an account unique for each Seller will be created on the Online Platform. The Company will provide each Seller with a user id/login id which shall be used for all future references and be used for the transfer of Registration Fees, Platform Fees, and all other related activities.
- f) Payment of Annual Registration Fee:
- (i) The Registration Fees will be levied by the Online Platform for maintenance of Sellers account on the Online Platform and for availing the Fixed Price Sale service and such other services provided by the Online Platform from time to time. The Registration Fees payable by the Seller shall be exclusive of all applicable taxes, if any. Upon completion of one year from the date of registration of the Sellers on the Online Platform, the Sellers will be required to again pay the Registration Fees for each year during which the Sellers intend to use the services provided by the Online Platform. The start date from which the Seller can participate upon completion of registration process will be the date on which the Online Platform commences its operation.
  - (ii) The Company through the Online Platform, at its sole discretion, may provide coupons to the Sellers at the time of registration and such coupons will enable Sellers to claim certain percentage of discount on the amount of Registration Fees payable by the Sellers for the purpose of registration and onboarding on the Online Platform. The Company reserves the right to selectively distribute such coupons to such Persons as it deems fit and decide on the rate of discounts to be offered through such discount coupons. It is further clarified that the provision of coupons by the Company is a voluntary practice of the Company and the Company may choose to discontinue this practice at any time as it deems fit, and no Person shall be entitled to claim discounts on the Registration Fees unless such discounts are offered by the Company by issuance of discount coupons.
  - (iii) The Sellers shall transfer the Registration Fees to the Online Platform through online mode only. Payment of Registration Fees cannot be made in cash / demand draft / cheque etc.
- g) Upon completion of all the registration formalities including the payment of Registration Fees and the successful completion of the Seller Assessment, the Seller will be entitled to list its Goods under the Fixed Price Sale facility through the Online Platform. The Seller's Goods will be listed on the Online Platform upon receipt of all the documents, declarations and information as required by the Online Platform and agreed between the Sellers and Online Platform as a part of the terms and conditions in the MOU.
2. Buyer Registration:
- a) Eligibility criteria to participate on the Online platform:

Any Person desirous of purchasing Goods available on the Online Platform will be eligible to purchase as well as be registered with the Online Platform.

b) Login:

The Buyers will be able to purchase Goods under the Fixed Price Sale (credit basis) if the Buyers are registered with the Online Platform. The registered Buyers can login through the “User login” tab. The Online Platform shall require the Buyer to provide appropriate login details, in the relevant tabs, for participating in the Fixed Price Sale services.

Additionally, the Online Platform shall also provide ‘guest check-in’ tab for all unregistered Buyers to view and purchase the Goods listed by the Online Platform on cash basis.

c) Registration Process – Step I (User verification and procurement of details):

The initial registration process for the Buyers on the Online Platform under Fixed Price Sale (credit basis) will *inter alia* consist of (i) filling of the registration details, along with the relevant documents including documents required for completion of the KYC process, as specified in the Buyer MOU; (ii) acknowledgement and acceptance of privacy policy, Fixed Price Sale T&C, and website terms of use; (iii) execution of the Buyer MOU.

d) Registration Process – Step II (Payment):

Upon submission of the documents, the Buyer will be required to pay a onetime registration fee, through the payment mode provided by the Online Platform. The Buyer will be able to purchase Goods under Fixed Price Sale services after completion of Step II of the registration process.

e) Registration Process – Step III (Document verification and entitlement to participate in Fixed Price Sale (credit basis):

- (i) The Online Platform will conduct a verification of all the documents submitted by the Buyer in Step I mentioned above.
- (ii) Upon verification of the documents, the representatives of the Company shall visit the office premises of the Buyer willing to purchase Goods listed on the Online Platform on credit basis.
- (iii) Upon completion of Step III of the registration process, the Buyer will be eligible to purchase Goods on credit basis. Basis the documents submitted and the office visit by the Company’s representatives, the Online Platform shall assign individual credit limits (“**Credit Limit**”) to the Buyer. Every registered Buyer’s credit limit will be visible on the dashboard of the Buyer. These Credit Limits will be reviewed by the Online Platform prior to the Buyer purchasing Goods on credit basis. In case of inadequate Credit Limit, the Online Platform may require the Buyer to take such steps to enhance the Credit Limit

including but not limited to depositing certain monies, the amount of which shall be decided by the Online Platform from time to time.

f) Payment of Registration Fee:

- (i) The Registration Fees paid by the Buyer will be the fees levied by the Online Platform for maintenance of Buyers account on the Online Platform and for availing the Fixed Price Sale services from time to time.
- (ii) The amount payable as Registration Fee will be determined by the Company from time to time. The levy of Registration Fees shall be at the sole discretion of the Company and such Registration Fee shall be exclusive of all applicable taxes, if any.
- (iii) The Participant shall make the payment of the Registration Fees through the online mode.

**D. FIXED PRICE SALE SERVICES ON THE ONLINE PLATFORM**

1. Under the Fixed Price Sale segment, the Online Platform shall enable the sale of Goods to the Buyers at a fixed price and quantity. Interested Buyers will have option to purchase Goods by placing an order with the Online Platform subject to the conditions of sale decided by the Online Platform in consultation with the Seller. Under the Fixed Price Sale services, the Buyers will have an option to purchase the Goods on i) cash basis and ii) credit basis. Sale of the Goods under each of the options have been explained briefly below:

a) Fixed Price Sale (cash basis):

The Online Platform will list the Goods on behalf of the Sellers at a fixed price, and buyers shall have the option to select the quantities of the Goods desired to be purchased subject to minimum order quantity placed for the selected Goods. The delivery and payment terms for the sale of Goods will be predetermined by the Online Platform basis the SLA signed by the Seller. The Buyers after placing an order shall make an upfront payment of the invoice value of the Goods through the online mode provided by the Online Platform.

b) Fixed Price Sale (credit basis):

The Online Platform shall also provide the Buyers an option to purchase the desired quantity of Goods at predetermined prices on credit basis subject to minimum order quantity as indicated by the Online Platform. The Buyers interested to purchase the Goods under this segment have to undergo the registration process laid down in clause C. 2 (c) stated hereinabove. The Buyer under this segment can purchase the Goods on credit and make the payment at a later date in accordance with the timelines set forth by the Online Platform basis the SLA signed by the Seller. The Buyer will be allowed to place an order only if the Online Platform is satisfied that the Buyer has the adequate Credit Limit required to purchase the Goods so desired.

c) Fixed Price Sale (sandbags):

Additionally, the Online Platform shall also list bags of Goods under the “Doctorsand” brand name, and buyers shall have the option to select the quantities of the Goods desired to be purchased subject to minimum order quantity as indicated by the Online Platform from time to time. The Goods under Fixed Price Sale (sandbag) option can be purchased on both cash and credit basis as listed on the Online Platform.

2. The sale of Goods under Fixed Price Sale (cash and credit basis) is explained in brief below:
  - a) The Buyer intending to buy Goods on cash basis can view and buy the Goods listed on the Online Platform by using the “Guest check-in” tab displayed on the Online Platform. The Buyers intending to purchase Goods on credit basis, shall as a pre-requisite be registered with the Online Platform. The registered Buyer shall login through the “User login” tab displayed on the Online Platform. The Buyers shall be required to provide appropriate login details in the relevant tabs to login on the Online Platform and avail the services provided.
  - a) At the time of registration, the Seller shall grant consent to the Online Platform to list the Goods on behalf of the Seller by executing the SLA. The SLA shall lay down the payment and deliver terms on which Goods will be offered to the Buyers by the Online Platform. The Sellers registered on the Online Platform shall also provide a Minimum Price (in case of sale of Goods on cash basis) or floor price (in case of sale of Goods on credit basis) below which the Online Platform will not offer the respective Seller’s Goods to the Buyers.
  - b) Basis the SLA and Minimum Price or floor price decided by the Seller, and any other parameters as determined by the Online Platform in consultation with the Seller, the Online Platform will undertake the order in the following manner:
    - (i) Goods sold on cash basis:

The Buyers interested to purchase the Goods listed on the Online Platform will be able to place the orders for any type and quantity, subject to availability and minimum order quantity of the Goods.
    - (ii) Goods sold on credit basis:

The Buyer will be able to place the order for the Goods only if the Online Platform is satisfied that the intending Buyer has adequate Credit Limit available which will enable the Buyer to proceed ahead with the transaction. In case the Online Platform is of the opinion that the Buyer does not have the requisite Credit Limit, they may request the Buyer to enhance the Credit Limit by depositing certain sum of consideration, or in any other manner which the Online Platform deems fit. The decision to request the Buyer to enhance the Credit Limit shall be at the sole discretion of the Online Platform.

Upon ensuring adequate Credit Limit, the Buyer shall be able to place the order for Goods so desired. Once the Buyer has placed the order for Goods, the Online Platform will intimate the Seller and obtain the Seller’s consent for the sale. The Online Platform shall

give the terms of the order to the Buyer detailing the payment and delivery terms for the Goods purchased so purchased.

#### **E. PLATFORM FEE**

1. The Online Platform shall also charge a certain percentage as Platform Fees to the Sellers under the Fixed Price Sale (cash and credit) for offering Goods to the Buyers. The break-up of Platform fee under Fixed Price Sale shall be calculated and levied as follows:
  - a) Success Fee:  
The Success Fees shall be calculated on an Ex-works basis only i.e., the invoice value exclusive of transportation charges for the delivery of Goods.
  - b) Payment Handling Fees:  
The Payment Handling Fees shall be charged as a percentage of the actual payment made by the Buyer to the Seller for the Goods provided by the Seller. The percentage of Payment Handling Fees charged by the Online Platform, shall be decided by the Online Platform from time to time.
  - c) The Online Platform shall deduct the Platform Fees payable by the Seller, from the payment received by it from the Buyer before passing it on to the Seller.
  - d) The Platform Fees payable by the Seller shall be exclusive of taxes, if any and shall be deposited in a separate account maintained by the Online Platform.
  - e) The Platform Fees paid by the Seller shall be non-refundable under any circumstances whatsoever.
2. Under the Fixed Price Sale, the Buyer shall have the option to place the order with the Online Platform at both Ex-Work and FOR basis.
3. The Online Platform shall at its own discretion reveal the identity of the Seller's offering Goods to the Buyers.

#### **F. OFFER AND ACCEPTANCE**

1. The Buyer understands that the Buyer's order for Goods shall be constituted as an 'offer to buy' on the Online Platform.
2. Prior to placing an order, the Buyer will be required to state the preferred delivery location of the Goods by submitting the pin code details of the location on the Online Platform. At the time of placing an order, the Buyer shall choose the preferred Goods along with the desired quantity and select the "Add to cart" icon. Once the Buyer has selected the Goods and added the same to the shopping cart, the Buyer shall proceed to make the payment in the following manner:



- a) Fixed Price Sale (cash basis):  
The Buyers can proceed to purchase the Goods by submitting relevant details such as contact, delivery, payment information and any other details as required by the Online Platform after selecting the “proceed to check-out” tab.
  - b) Fixed Price Sale (credit basis):  
The Buyer after adding items in the shopping cart can complete the purchase transaction by clicking on the “Buy on credit” or such other relevant tab and shall finalizing credit period basis the Seller’s SLA, within which the Buyer shall make the payment for the Goods. Upon selecting the credit period, the Buyer shall proceed to finalize the order after selecting the “proceed to check-out” option. The Buyer will be able to view a pre-filled screen showcasing the details of the Buyer such as preferred delivery location, contact details etc. Once the Buyer has confirmed the delivery location and other details, the Buyer will be able to view the details of the respective Seller who has sold the Goods to the Buyer.
3. Any order placed by the Buyer under Fixed Price Sale will be accepted by the Online Platform subject to availability and minimum order quantity of the selected Goods. In case the Online Platform is unable to accept the order due to non-availability of Goods for any reason whatsoever, the Online Platform will communicate the same by sending a prompt text on the Buyer’s window before the order is placed.
  4. Once the Buyer has placed an order for the Goods, the Seller will receive an e-mail from the Online Platform, confirming receipt of the Buyer’s order for Goods (“**Order Confirmation E-mail**”). The Order Confirmation E-Mail will contain details of the order such as the order number, quantity of Goods ordered, total invoice value etc.
  5. The Goods purchased by the Buyer on cash basis, will receive the copy of the invoice of the Goods purchased. For Goods purchased on credit Basis, after the Buyer selects the credit period within which the Buyer shall make the payment of Goods, will receive the terms of the order (“**Order Terms**”) from the Online Platform. The Order Terms shall lay down details in relation to the quantity and value of Goods, payment and delivery terms etc. as agreed in the Seller SLA.
  6. The Order Confirmation E-mail is an acknowledgement that the Online Platform has received the Buyer’s order. Under Fixed Price Sale (cash basis), the Buyer’s offer to buy is accepted and the sale of Goods is concluded after Buyer pays an upfront consideration for the total invoice value. Under Fixed Price Sale (credit basis), the sale of Goods will be concluded when the Goods are dispatched to the Buyer and the Buyer makes the complete payment of the invoice value stated in the Order Terms.

## **G. PRICING AND PAYMENT TERMS**

1. At the time of listing of Goods for sale, the Online Platform will display relevant details such as quantity and rate of the Goods, the transport rate per ton basis the delivery location

chosen by the Buyer and such other details as may be considered necessary by the Online Platform.

2. Pricing:

- a) All the prices posted on the Online Platform will be subject to change at the sole discretion of the Company and without any notice to the Users. The applicable pricing for the Goods to be purchased will be set out in the Order Confirmation Email and copy of the invoice shall be sent by the Online Platform to the Seller. The prices posted on the Online Platform will be exclusive of any taxes or shipping and handling charges. All such taxes and charges will be added to the invoice value at the time of payment and will also be itemized in the Order Confirmation E-Mail / invoice copy.
- b) The prices made available to the Buyers by the Online Platform may be subject to promotions or any discounts that may be applicable and the Goods may be offered at a price lower than the market value (but not less than minimum / floor price) of the Goods to the Buyers.

3. Ex-Works and FOR option:

- a) Under Fixed Price Sale, the Buyers shall have the option to place their orders either at Ex-works or FOR payment option. Where the Buyer opts for Ex-works option, the invoice value of the Goods should be exclusive of transportation charges for the delivery of Goods. In case of FOR Option, the invoice value will include the transportation charges as determined and provided by the Seller at the time of registering with the Online Platform. The transportation charges will be a charge based on the quantity of Goods for which the Buyer has placed the order, and the distance calculated between the Seller's supplying center to the Buyers delivery location. The transportation charges will be displayed on the Online Platform at the time the Buyer places an order for purchasing the Goods offered on the Online Platform. The Seller will be required to deliver the Goods to the delivery center of the Buyer as stated in the Order Confirmation E-mail.
- b) The Sellers who will provide Goods to the Online Platform under Fixed Price Sale will not have an option to make available the Goods at Ex-works or FOR payment option. The Online Platform shall have the discretion to list the Goods at Ex-works or FOR payment option on behalf of the Sellers.

4. Terms of Payment:

- a) Upon placing an order, the Buyer consents to payment being charged as provided on the Online Platform. Acceptance of the order by the Online Platform will take place only after the Buyer makes the upfront payment of the Goods so purchased under Fixed Price Sale (cash basis). Acceptance of the order for Goods sold on credit basis will conclude after the Online Platform issues the Order Terms to the Buyer.
- b) The Buyer under both the segments will be required to pay for the Goods only through the online payment methods available on the Online Platform.

- c) The payment for the Goods and all applicable delivery charges and taxes shall be visible to the Buyer at the time the Buyer places an order for the Goods on the Online Platform. The charges of delivery may vary depending on the delivery location of the Buyer.
  - d) Payment to the Seller will be made by the Buyer through the Online Platform. The Buyer will pay the invoice amount to the Online Platform and the Online Platform will then subsequently pay the amount due to the Seller after deducting the applicable Platform Fee. The payment to the Seller will be made within T+3 days from the date the Buyer receives the delivery of Goods sold on cash basis. For Goods sold on credit basis, the Online Platform will make the payment to the Seller within T+3 days from the date the Buyer makes the payment for the Goods to the Online Platform.
  - e) Any change in the payment or any other terms of the Goods sold by the Seller shall not occur unless the Online Platform receives a written request from the Seller.
5. In case the Seller or the Buyer fail to perform their respective obligations as per the terms and conditions stipulated in the Order Confirmation E-mail / Order Terms, the Online Platform shall use all reasonable methods to resolve the matter amicably. In case the matter is not resolved amicably within a period of 30 (thirty) days, the matter will be dealt in accordance with the Online Platform's Dispute resolution policy. In the intervening period, the Online Platform will endeavor to make alternative arrangements to fulfil the obligation of the respective User in the manner deemed fit by the Online Platform.

#### **H. CANCELLATION AND REFUNDS**

1. Upon placing the order, the Buyers may cancel either fully or partially, the orders placed with the Online Platform of the Goods purchased from the Seller. The Online Platform may refund the payment made by the Buyer in the event the Buyer decides to cancel the order placed with the Online Platform.
2. Should the Buyer decide to cancel the order placed with the Online Platform, an e-mail shall be sent at [support@doctorsand.com](mailto:support@doctorsand.com) requesting the Online Platform to initiate the process for cancellation of the order. The Online Platform shall initiate the process within 24 (Twenty-Four) hours upon receiving the Refund Request.
3. All instances of refunds under Fixed Price Sale services shall be in accordance with the terms and conditions of the Fixed Price Sale refund and cancellation policy which may be subject to change from time to time at the discretion of the Online Platform.

#### **I. DELIVERY, TITLE, RISK OF LOSS AND DAMAGES ETC**

1. The delivery terms of the Goods ordered by the Buyer shall be pre-determined by the Online Platform basis the SLA signed by the Seller. The completion of the delivery shall be done by the Seller (who has been selected by the Online Platform to fulfil the delivery) as per the delivery schedule defined under the Seller SLA.

2. The dates and timelines within which the Buyer shall receive the ordered Goods are estimates only and cannot be guaranteed. To ensure a secure and traceable delivery of the Goods, the Online Platform shall provide the Buyers with a tracking number (“**Tracking Number**”) after the Seller has communicated to the Online Platform the dispatch of the Goods to the delivery location of the Buyer. The Tracking Number shall be sent on the Buyer’s mobile number as available on the records of the Online Platform. However, the Online Platform shall not be held liable for any delay in delivery of the Goods by the Seller to the Buyer.
3. The Goods are considered to be delivered when the Seller makes them available at the agreed location of the Buyer.
4. Buyer agrees that any negotiations, dealings, transactions and/or contracts agreed between Buyer and Sellers of the Online Platform are conducted entirely at the Buyers own risk.

#### **J. ROLE OF THE ONLINE PLATFORM**

1. The Online Platform is a facilitator primarily providing the service of fixed price sale of Goods to the interested Buyers. The Online Platform shall be involved in the Fixed Price Sale process and shall facilitate the sale through an automated mechanism on the Online Platform.
2. The Online Platform shall finalize the Goods for sale in consultation with the Sellers. The input of the Goods listed and displaying the relevant details regarding the sale of Goods shall be made by the Company on the Online Platform with the help of artificial intelligence.
3. The Online Platform shall take active measures for enhancing the User’s awareness of and comfort with the Fixed Price Sale mechanism and rules.
4. The Online Platform shall be involved in the collection of Registration Fees, Platform fees etc. from the willing Users.
5. Limitations - the Company shall not be liable to the Buyers participating in the Fixed Price Sale or any other person(s) for:
  - a) Any breach of contract by any of the Users in the fulfillment of the underlying contract.
  - b) Any delays in initiating / postponement / cancellation of the Fixed Price Sale services due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

#### **K. GENERAL CONDITIONS**

1. The Users shall be responsible for fulfilling all the statutory / legal requirements pertaining to entering into transaction in relations to the Fixed Price Sale services and acceptance of

these T&C is deemed that the Sellers / Buyers are well versed with the applicable rules, regulations and bye laws.

2. Users shall keep the Online Platform indemnified against all claims and liabilities arising out of and during the Users association period with the Online Platform. The Online Platform shall not be responsible for any loss or damage incurred by the Buyers / Sellers during the course of their period of association.
3. The Buyers / Sellers shall comply with all the conditions of the Online Platform applicable under Fixed Price Sale facility from time to time and shall abide by all prevailing Laws and rules.
4. Any information submitted by the Buyers / Sellers which is found to be incorrect on subsequent verification by the Online Platform shall amount to termination of the Buyer / Seller's registration, besides other legal remedies.
5. The Buyers shall carefully examine the Fixed Price Sale documents (MOU, Fixed Price Sale refund and cancellation policy etc.) and other details relating to the Goods for sale and acquaint themselves fully with all the conditions and matters which may in any way affect the purchase of the Goods.
6. The Sellers shall be deemed to have obtained all information as to risks, responsibilities and other circumstances which might influence or affect their orders placed on the Online Platform, and the progress and performance of the contract of sale and have considered all such conditions and matters that may affect their business of Goods.
7. The Buyers shall be deemed to have acquainted themselves with all prevailing applicable Laws, Regulations, Taxes, Levies and other charges relating to purchase of Goods under Fixed Price Sale service.
8. The User acknowledges and agrees that it shall not hold the Online Platform responsible or liable for, any downtime or other service interruptions or technical issues associated with the provision of online access to the modules and dashboards contained in the Online Platform.
9. The Online Platform shall not be responsible or liable for any malfunctioning or breakdown of the User's systems (e.g., computer or mobile hardware or software) or any other device or application used for accessing or using the Online Platform, and the User shall not claim any damage, loss, either direct or indirect, arising out of the use of the Online Platform by the User.
10. Notices:
  - a) Any notice pursuant to these T&C shall be in writing signed by (or by some person duly authorised by) the Person giving it and may be served by hand delivery, electronic-mail, or internationally recognised courier service with proof of delivery.

- b) Any party may, from time to time, change its address or representative for receipt of notices provided for in this T&C's by giving to the other party not less than ten (10) business days prior written notice.
- c) All notices communicated by facsimile or electronic mail shall be followed by a copy thereof being sent by courier to the addresses of the parties.

**L. USE OF INFORMATION, IPR AND CONFIDENTIALITY OBLIGATION**

- 1. The Users recognize that the entire Intellectual Property Rights in the Online Platform are owned and belong to the Company and that the Users shall have no right, title or interest thereof.
- 2. The Users recognize that nothing in these T&C is construed as granting it any proprietary rights, by license or otherwise, to any Confidential Information or to any Intellectual Property Rights based on such Confidential Information.
- 3. In the event that any Confidential Information is required to be disclosed pursuant to the extent required and authorized by the law, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.
- 4. Damages: The receiving party (i.e. Users) agrees that any violation or any unauthorized disclosure or use of any Confidential Information or by any breach or threatened breach of these T&C, money damages would not be a sufficient remedy for such breach and without prejudice to the rights and remedies otherwise available to the disclosing party (i.e. the Online Platform), disclosing party shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including an injunction or specific performance.

**M. DISCLAIMER**

- 1. The Company at its absolute discretion may choose to abandon the Fixed Price Sale service either in part or in whole without giving prior notice to the prospective Buyers.
- 2. The Company reserves the right to accept or reject any proposal, and to cancel the registration process and reject proposals at any time prior to empanelment, without thereby incurring any liability to the affected applicant or any obligation to inform the affected applicant of the grounds for action taken by the Company.
- 3. The Company makes no commitments, express or implied that the Fixed Price Sale process will result in a business transaction between the Buyer and the Seller.
- 4. The Company is not liable for any costs or compensation incurred by the Buyers in relation to sale of Goods under the Fixed Price Sale facility.

5. The Online Platform acts only as a technology platform for providing an online marketplace for facilitating sale and purchase of Goods at a fixed price between the Buyers and Sellers. Use of the Online Platform is for the limited purpose of allowing Users to connect with one another, list Goods, place orders, generate acceptances, and generate contract confirmations, finalizing and recording the contracts, and terms thereof, reached between the relevant Users for the sale or purchase of Goods on the Online Platform.
6. The Company and its affiliates are not responsible for any negotiation, formalization, execution and/or satisfaction of any contract reached among the Users i.e., Sellers and Buyers in or outside the Platform.
7. The Company is not responsible for holding any inventory of the Goods, nor does the Company assume ownership or possession of the Goods, wholly or in part, for any duration whatsoever, at any time during the transaction cycle starting from the listing of the Goods on the Online Platform to delivery of the Goods to the Buyer's location. The Company will may provide transport and logistic services from time to time at their sole discretion.
8. All Users should seek appropriate legal advice before entering into any transaction related to the purchase or sale of Goods listed on the Online Platform.
9. The Company shall not be liable for any direct, indirect, and/or consequential loss or damages (including legal fees and other expenses incurred), nor will the Company be liable for any loss of profit, loss of business, loss of opportunity or loss of reputation (whether or not such loss of profit, loss of business, loss of opportunity or loss of reputation is direct, indirect and/or consequential) arising from or in any way connected with your use of the Online Platform.

#### **N. DISPUTE RESOLUTION AND JURISDICTION**

1. If any dispute, controversy or claim arises out of or in connection with these T&C, including any question regarding its existence or validity (a "**Dispute**"), the parties shall use all reasonable endeavors to resolve the matter amicably.
2. In the event of no resolution, the Dispute shall be referred to the Online Platform by sending an email at [support@doctorsand.com](mailto:support@doctorsand.com) within 30 days of the dispute / claim or controversy arising. The Online Platform shall resolve all matters received by it as per the terms of Company's Dispute resolution policy.
3. Any Disputes which are unresolved pursuant to the preceding clause and which a Party wishes to have resolved, shall be referred upon the application of any User to and finally settled in accordance with the rules of Arbitration and Conciliation Act 1996.
4. The arbitrators shall have the power to grant any legal or equitable remedy or relief available under Law, including injunctive relief (whether interim and/or final) and specific performance

and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.

5. The seat of the arbitration shall be Kolkata. The language of this arbitration shall be English. The courts in Kolkata shall have exclusive jurisdiction.