



Merchant Agreement freKart

We request you to please read this Agreement before availing the Services of FreKart.

This Merchant User Agreement ("Agreement") is between you, the user, together with any company or other business entity you are representing, if any (collectively, "Licensee"), and PSCS E-Business. A company registered under the Companies Act, 1956 and having registered office at – Unit #2049 Rustomjee Eaze Zone, Malad West Mumbai 400064 and its products FreKart. This Agreement comes in to effect when you register for using FreKart services or signing an application for utilizing services of FreKart. By Registering or signing with FreKart, You signify your absolute and unconditional consent to all the provisions of this agreement in their entirety.

This agreement constitutes a legally binding agreement between Licensee and FreKart. You are advised to read this Agreement carefully. If you are not agreeable to any terms and conditions, you should not use this Service and notify the same to FreKart.

Notwithstanding anything contained in the foregoing, this Agreement will not bind FreKart unless you meet the eligibility criteria for entering into this Agreement as set forth in Section A of this Agreement.

Definitions:

The following terms shall have the meanings defined below when used in capital letters herein:

Agreement means the terms and conditions as detailed herein including all schedules, appendices, annexure, Privacy Policy, and will include the references to this Agreement as amended, notated, supplemented, varied or replaced from time to time.

"FreKart" or "FreKart application" or "Software" means the software Platform ("Software") provided by FreKart.

Services means the merchants' services provided by FreKart, including hosting of the online store, site design, email services, marketing services, domain name registration, payment collection and other related services as may be offered from time to time. Software and/or Services provided by FreKart on SAAS (software as service) model.

"FreKart License" or "FreKart Application License" has its meaning described in Section 2 of this agreement.

"FreKart site" or "FreKart website" refers to the FreKart product website - www.freKart.com

"Affiliate" means, with respect to each Party, any person or entity directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with a Party. For the purpose of this definition, the expression "Control", "Controlled" or "Controlling" shall mean, with respect to any person or entity, any circumstance in which such person or entity is controlled by another person or entity by virtue of the latter person or entity controlling the composition of the board of directors or owning the largest or controlling percentage of the voting securities of such person/entity or by virtue of any contractual arrangements or otherwise.

"Intellectual Property Rights" means all patents (whether registered or not), trademarks(whether registered or not), copyrights (whether registered or not), design rights, trade secrets, marks or any other intellectual property rights in Software licensed, granted or assigned by FreKart to, or otherwise vested in, Licensee pursuant to the Agreement.



A. Eligibility Criteria

The Software license and Services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Software and Services are not available to children (persons under the age of 18). If You are registering as a business entity, You represent that You have the eligibility to enter in to an agreement and the authority to bind the entity to this Agreement. FreKart uses many techniques to verify the accuracy of the information you provide when you register on the FreKart Site. If for any reason, FreKart, in its sole discretion, believes such information to be incorrect, it reserves the right, to revoke any and all licenses under this Agreement or to refuse to provide the Software license and Services under this Agreement to You.

FREKART (SOFTWARE), TRADEMARK OWNERSHIP AND FREKART LICENSE

The Software provided by FreKart, and all intellectual property rights therein, are the exclusive property of FreKart. Subject to the terms and conditions of this Agreement, FreKart grants to Licensee a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Software on servers operated by or for FreKart ("FreKart Servers") through the FreKart Application solely for the purpose of building and maintaining an interactive store hosted by the FreKart Servers on which Licensee offer Licensee's or a third party's products or services ("Licensee's Store").

The Software and its structure, organization, and source code constitute valuable trade secrets of FreKart. Accordingly, except as expressly allowed Licensee will not, either directly or through a third party, (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) distribute, sublicense, lease, rent, loan, or otherwise transfer the Software to any third party.

ADDITIONAL SOFTWARE AND SERVICES: Certain additional features that FreKart may make available to Licensee may require access to and/or installation of additional software (including third party software) that is subject to supplemental or independent terms and conditions ("Additional Software"). Similarly, FreKart may make available additional services (including third party services) that are subject to supplemental or independent terms and conditions ("Additional Services"). Such software and services are subject to additional payments as required and are subject to Licensee's consent to such terms and conditions associated with the use of additional software and services.

SERVICES

Upon activation of Licensee's account and subject to the payment of applicable fees, FreKart will provide certain hosting, support and other miscellaneous Services for the Software licensed by Licensee under this Agreement and Licensee's Store during the term of this Agreement as published on the FreKart Site. Licensee's Store shall be hosted on a FreKart Server on which several merchants may share the resources and network capacity of that FreKart Server. Additional to the services, there are many feature available on the freKart system, which cannot be made active in All. Customers are requested to reach the support desk by raising a ticket for request of available feature activation. As such, if such feature or module are under a version upgrade, maintenance or development may not be activated or provided, any features or modules which is discontinued or non-supported by theme may not be activated or provided, features and module where the services which may



cause malfunction in working with other module, may be discontinued without notice. Licensee under this Agreement understand and agrees to these terms.

BILLING PERIOD: Start date of Billing period would be considered as advised in the invoice.

STORE DESIGN AND CUSTOMIZATION: At Licensee's request, and subject to FreKart's acceptance of Licensee's request and Licensee's payment of applicable fees, FreKart will provide or instruct one of its "affiliates" to provide, design and customization Services for Licensee's in accordance with FreKart's then current customization terms and conditions. Such customization is limited to the feature available with the theme or the freKart system. And the Licensee's agrees and accept these terms.

DOMAIN NAME REGISTRATION: At Licensee's request and subject to Your agreement to applicable terms and conditions and the payment of applicable fees, FreKart's Additional Services may include acquisition and registration of a second-level domain name ("Domain Name") for Your Store on Your behalf. You hereby appoint FreKart and third parties who provide domain name registration services to FreKart as Your agent in the acquisition, registration and ongoing administration of Domain Names on Your behalf and You authorize FreKart and third parties who provide domain name registration services to FreKart to select and issue binding instructions to domain name registrars and registries used to acquire, register and administer Domain Names on Your behalf. FreKart provides this Service as a convenience to You only and You hereby waive any and all claims that You may have, or which may later arise, against FreKart for any and all damages, losses, claims or expenses arising out of or related to the acquisition, registration and/or use of such Domain Name. In addition, FreKart reserves the right, in FreKart's sole discretion, to refuse to acquire or register any domain name requested by You, and to discontinue the use of any domain name requested by you.

SLA: THIS SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") shall apply to all Hosted Services provided by FREKART for each customer/client/consumer/end user/user ("USER"). FREKART is committed to providing a highly available and secure network to support its USERS. Providing the USER with consistent access to Hosted Services is a high priority for FREKART and is the basis for its commitment in the form of a SLA. The SLA provides certain rights and remedies in the event that the USER experiences service interruption as a result of failure of FREKART infrastructure. The overall service availability metric is 99.98%, measured on a monthly basis. Support ticket are responded in 24 hours, this doesn't guaranty resolution of the issue.

Term Definitions

For the purpose of this Service Level Agreement, the terms in bold are defined as follows:

Available or Availability

When the USER who's account is active and enabled has reasonable access to the Hosted Service provided by FREKART, subject to the exclusions defined in Downtime Minutes below.

Total Monthly Minutes

The number of days in the month multiplied by 1,440 minutes per day.

Maintenance Time



The time period during which the Hosted Service may not be Available each month so that FREKART can perform routine maintenance to enhance the software on regular basis by new features release, performance improvements & bug fixes, is on an as needed basis. Maintenance activity is undertaken only during very odd business hours i.e 7 AM IST to 11.30 AM or 7 PM to 11.30 PM IST. We may maintenance these activity every week/day as requirement of such maintenance is required. SLA excluding Maintenance Time would be 99.5%.

Downtime

The total number of minutes that the USER cannot access the Hosted Service. The calculation of Downtime Minutes excludes time that the USER is unable to access the Hosted Services due to any of the following:

- (a) Maintenance Time
- (b) USER's own Internet service provider
- (c) Force Majeure event
- (d) Any systemic Internet failures
- (e) Enhanced Services
- (f) Any failure in the USER's own hardware, software or Network connection
- (g) USER's bandwidth restrictions
- (h) USER's acts or omissions
- (i) Anything outside of the direct control of FREKART

CHANGES IN SERVICES: FreKart reserves the right to change, amend and/or otherwise alter the Services provided with equivalent or otherwise equal Services without prior notice to licensee. Licensee agree to receive administrative communications from FreKart in regards to the Software, Services, Licensee's account, policy changes and system updates. And is also requested to check these document on timely fashion which is available over the website located at the footer of the website. www.frekart.com/

LICENSEE'S STORE & CONTENT CONTROL

Licensee will be solely responsible for the development, operation and maintenance of Licensee's Store, including the operation of Licensee's Store, accepting, processing and filing customer orders generated through Licensee's Store, and handling any customer inquiries, complaints, or disputes arising from orders or sales generated through Licensee's Store. Licensee agree that FreKart will have a backup of the data uploaded on the store in event of data corruption/ lapses which would be carried out once a day. Which is over ride on a daily basis.

Licensee acknowledge that, by only providing Licensee with the ability to publish and distribute Licensee's own or third party products, services or content, FreKart and its Software are acting only as passive conduits for the distribution and/ or publishing



of such products, services or content on the Store. FreKart has no obligation to Licensee or any third party, and undertakes no responsibility, to review Licensee's Store, the products or services listed therein or any other content, including but not limited to user-generated content, published and/or distributed on Licensee's Store to determine whether any such product, service or content may incur liability to third parties. Notwithstanding anything to the contrary herein, if FreKart believes in its sole discretion (as applicable) that Licensee's Store or any products, services, content or other materials in the Store or on FreKart Servers may create liability, FreKart may take any actions with respect to the content or materials.

Licensee hereby grant FreKart and its affiliates an irrevocable, royalty-free, worldwide license to reproduce, distribute, create derivative works of, transmit, publicly perform, publicly display and digitally perform Licensee's content solely for the purposes provided in this Agreement. Licensee further agrees that FreKart has the exclusive right, in its sole discretion, to share or distribute the content provided by Licensee and to either allow or to disallow, any or all web crawlers to index sites or pages or e-stores hosted with FreKart. FreKart shall not be held responsible in the event Licensee violates any intellectual property rights of the other Parties and Licensee shall alone responsible for such violations.

COVENANTS

COVENANTS BY LICENSEE: Licensee covenant that any products, services, or content published and distributed on Licensee's Store and Licensee's related activities shall not violate the FreKart Acceptable Use Policy that is incorporated herein by reference and as it may be amended from time to time, nor shall they:

- i) Be false, inaccurate or misleading.
- ii) Be fraudulent or involve the sale of counterfeit or stolen items
- iii) Infringe or misappropriates any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.
- iv) Violate any law, statute, ordinance or regulation (including, but not limited to, those governing privacy, publicity, export control, consumer protection, unfair competition, antidiscrimination or false advertising).
- v) Be defamatory or libelous or unlawfully threatening or harassing, or advocating or promoting or providing assistance for acts involving violence that may cause significant risk of death or injury, or other unlawful activities.
- vi) Be obscene or contain pornography.
- vii) Contain any viruses, Trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal



information.

viii) involve the transmission of any unsolicited commercial or bulk email (known as "spamming") and Licensee shall not use Licensee's account or Licensee's Store as a return address for unsolicited commercial mail originating elsewhere or participate in any activities

ix) Involve the collection or attempt to collect personally identifiable information of any person or entity, except with the express consent of that person or entity and of which consent Licensee shall maintain a record for a period of three (3) years after any termination of this Agreement.

x) Be harmful or potentially harmful to the FreKart Server infrastructure as determined in FreKart's sole discretion, including without limitation overloading the FreKart technical infrastructure.

xi) Create liability for FreKart and its subcontractors or expose them to undue risk or otherwise engage in activities that FreKart, in its sole discretion, determines to be harmful to FreKart's affiliates, operations, reputation, or goodwill, and

xii) Link directly or indirectly to or include descriptions of goods or services that violate any applicable law, statute, ordinance or regulation, or that violate FreKart's Prohibited and Restricted Items clauses that are incorporated herein by reference and may be amended from time to time. Licensee shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force or any item mentioned in FreKart's Prohibited and Restricted Items list provided on the website.

Licensee agree to display and adhere to terms of use or other user-type agreement, as well as a privacy policy, governing Licensee's operation of Licensee's Store and Licensee's conduct with Licensee's Store's customers.

BREACH OF COVENANT: Licensee's failure to comply with the covenants set forth in Section 5.1 of this Agreement will amount to a breach of this Agreement and is cause for immediate suspension and/or termination under Section 12 of this Agreement.

CANCELLATION & REFUND POLICY (FEES & TAXES)

Licensee agrees to pay to FreKart the Fees in the amount, manner and at the times as agreed upon; Licensee are responsible for payment for its own license of FreKart application as well as for the licenses sub-licensed to its merchants.

PAYMENT TERMS: FreKart will invoice Licensee and Licensee agree to pay for

1. Licensee agrees to pay all subscription fees, consulting fees and other fees applicable to their use of Services and Licensee shall not circumvent the fee structure. The fee is dependent on the User Plan that Licensee purchase and not on actual usage of the services.

2. The subscription fees are non-refundable



3. Monthly subscription and other annual or one-time fees, in advance, including fees for the license of Software and Services to be rendered to Licensee by or on behalf of FreKart in the following month

4. Each User / Member is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting. FreKart is in no way responsible for any of the taxes except for its own income tax.

5. Method of payment:

1. Online : The Fees could be paid online through the facility made on the Website. Third parties support and services are required to process online fee payment. We are not responsible for any loss or damage caused to Licensee during this process as these third parties are beyond the control of FreKart.

2. Offline : The Fees could be either collected personally from Licensee or required to be mailed to Us at the following address :Unit #2049 Rustomjee Eaze Zone, Malad West Mumbai 400064. We consider the payment process to be complete only on receipt of the amount to FreKart's designated bank account.

7. All Fees are exclusive of taxes. Govt Taxes will be added on every purchase on the invoice.

8. Fees not received within the specified due dates attract late charges of 20% per annum from the due-date of payment, which may levied at FreKart's discretion.

9. FreKart reserves the right to modify the fee structure without prior notice.

10. In order to process the payments, we might require details of their bank account, credit card number etc. Please check our Privacy Policy www.freKart.com on how we use the confidential information provided by Licensee. Non-payment of fee for a continuous period of 1 months, FreKart reserves the right to discontinue the Services to Licensee and delete all information in their Account, apart from reserving any legal recourse available.

FULLFILLMENT OF SPECIFIES TAXES

For avoidance of doubt and notwithstanding anything to the contrary herein, You will indemnify, reimburse and hold FreKart harmless from, for and against any sales, use, gross receipts, excise, franchise, business or other taxes or fees (including penalties, fines or interest thereon) imposed by any government or other taxing authority (collectively, "Fulfillment Specific Taxes") to the extent such taxes or fees are: (a) assessed on FreKart as a result of inventory, packaging, gift wrap and other materials (i) owned by You and/or (ii) sold to customers as contemplated \hereunder; and (b) Your primary legal obligation.

TRANSACTION PROCESSING

COLLECTION OF PAYMENT: FreKart will collect the payment through its designated payment gateway and shall remain the sole property of FreKart only. On all the Payment Gateway aspects, the identity of FreKart shall be mentioned.



FreKart shall not be responsible for customer complaints in regards to payment gateway issues and system related errors. All costs and liabilities arising due to the same shall be solely borne by You.

FreKart shall not be held liable at any point in time during the subsistence of this Agreement.

CREDIT CARD FRAUD AND CHARGE-BACKS and REFUND: FreKart will put in the best efforts to minimize credit card fraud and FreKart will not be liable for any credit card fraud and charge back.

FULFILLMENT OF THE ORDER

FULFILLMENT: During the Term, You will source, pick, pack and dispatch to the applicable addresses, Your Products sold in connection with a Transaction Charge through Your website.

PRODUCT FULFILLMENT: You will be solely responsible for the fulfillment of all the products that are uploaded and displayed on your website. Further, FreKart will not be liable for any transaction entered or performed on your website.

REVERSE LOGISTICS: You will be solely responsible for accepting and processing returns of Your Products and will communicate to customers all necessary information for the return of Your Products which are sold through Your website.

DISCLAIMER OF WARRANTIES

FreKart, its suppliers and service providers, provide the software, additional software, and services, on an "as is" basis and expressly disclaim any and all express, implied or statutory warranties, including the warranties of merchantability, fitness for a particular purpose, quiet enjoyment, title, noninfringement; and warranties arising from a course of dealing, usage or trade practice are excluded. FreKart, its suppliers and service providers, do not warrant that the software, additional software, or services will be error-free or uninterrupted and make no representations regarding uptime, use, data security, accuracy and reliability of their services. Licensee acknowledges and agrees that this section 7 is reasonable and an essential element of this agreement and that in its absence, the economic terms of this agreement would be substantially different.

LIMITATION OF LIABILITY

In no event shall FreKart, its suppliers, or service providers, or their officers, directors, employees, contractors or agents be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the software, the additional software, the services or this agreement (however arising, including negligence). FreKart', its suppliers', and service providers', cumulative liability, and the liability of their officers, directors, employees, contractors and agents to Licensee or any third parties in any circumstances shall be limited to payment received by FreKart for that particular service or month. There is no warranty in respect of the FreKart, Software or Services.

FreKart has made this software /service available to use as a matter of convenience. User agrees and acknowledges that user shall be solely responsible for their conduct and that FreKart reserves the right to terminate Licensee's rights to use the service immediately, notwithstanding penal provisions under the laws enacted by the government of India or any other statutory, legislative or regulatory authority authorized in this regard from time to time.

In no event shall FreKart shall be liable for any direct, indirect, punitive, incidental, special or consequential damages or for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way



connected with the use or performance of the FreKart software/services for interrupted communications, delay, lost data or lost profits arising out of or in connection with this agreement, or otherwise arising out of the use of the FreKart software/services, whether based on contract, tort, negligence, strict liability or otherwise, even if FreKart or any of its suppliers has been advised of the possibility of damages. FreKart does not endorse in anyway any advertisers/ contents of advertisers on their web-pages. The clause shall survive the termination or expiry of this agreement.

The material and information provided by Licensee ("content") under this agreement belongs to Licensee who agrees to grant the rights to share / redistribute or otherwise use the content to FreKart as described in Section 4 of this agreement. Licensee being the owner of the content provided shall be responsible for any acts of violation of rights of another or intellectual property infringement by way of the content provided. FreKart makes no representations or warranties of any kind express or implied about the completeness, accuracy, reliability, of the content provided in the content or the information on products, services (information) made available Licensee. FreKart and their business partners would not be liable for any intellectual property infringement or violation of rights of another by use of such contents.

INDEMNITY

Licensee agree to indemnify and hold FreKart, its suppliers, and service providers, and their officers, directors, agents, and employees, harmless from any and all losses, costs, liabilities or expenses and harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Licensee's breach of the User Agreement or the documents it incorporates by reference, or Licensee's violation of any law or the rights of a third party.

CUSTOMER DATA, LICENSEE'S DATA & PRIVACY POLICY

As between FreKart and Licensee, it is agreed that Licensee shall own all data disclosed by or collected about (a) an individual or entity that accesses Licensee's Store to browse or shop ("Customer Data"), and (b) Licensee ("Licensee's Data"). FreKart does not share Licensee's Data to third parties for marketing purposes without Licensee's explicit consent and FreKart only uses and disclose Licensee's Data as described in the FreKart Privacy Policy that is incorporated herein by reference and as it may be amended from time to time.

FreKart shall collect, store and process Customer Data and Licensee's Data on computers located in the any location, in any country, chosen by FreKart at its discretion that are protected by physical as well as technological security devices subject to the privacy policy incorporated herein by reference.

Licensee shall use, maintain, collect all Customer Data disclosed to Licensee in trust and confidence and use and disclose such information solely in accordance with the Privacy Policy of FreKart.

BREACH

Without limiting other remedies, FreKart may limit Licensee's activity, issue a warning, temporarily suspend, indefinitely suspend or terminate Licensee's account or Licensee's Store, in whole or in part, and refuse to provide some or all of the Software functionality or Services to Licensee on failure of payment, breach of this agreement or any term incorporated by reference or failure to verify or authenticate any information provided by Licensee or if FreKart believes that Licensee's actions may cause financial loss or legal liability for Licensee, Licensee's Store customers, or FreKart.

SUSPENSION AND TERMINATION



SUSPENSION: At the discretion of FreKart and for any reason set forth in this section (Section 12) of this Agreement, FreKart may suspend Licensee's account by deactivating any access by Licensee or by Licensee's customers to any information contained on the FreKart Servers related to Licensee's account while maintaining the information and data related to Licensee's account upon the FreKart Servers. Suspension shall specifically include the disabling of Licensee's Store and/or any access to information or data related to Licensee's account. In the event of any such suspension Licensee will be notified and given an opportunity to correct such breach. In the event that such breach is not corrected within ten (10) days of the receipt of such notice the account may be terminated under Section 12.2 of this Agreement. Fees under this Agreement will continue to accrue on suspended accounts as if they were not suspended. Licensee will remain responsible for the payment of any such fees during any such period of suspension.

TERMINATION: This Agreement and all of its terms shall remain in full force and effect until it is terminated in accordance with the terms of this Agreement. This Agreement may be terminated either by FreKart (a) as provided in this Agreement, (b) after a period of suspension as set forth in Section 12.1 of this Agreement, or (c) upon thirty (30) days written notice. Licensee may terminate this Agreement upon twenty-four hours' notice by FreKart' designated customer support center with a written email communication. Licensee's termination request may be recorded by FreKart and will require Licensee's user name and password and verification code.

In the event of expiration or termination for any reason, the licenses granted under Section 2 of this Agreement shall automatically and immediately cease and Licensee shall destroy all copies of the Software in Licensee's possession, if any. Upon termination, there will be no refund provided to Licensee except as set forth in the Price Policy and all outstanding fees owed by Licensee shall become immediately due and payable. Termination shall not affect the rights of FreKart to recover from Licensee losses, damages, indemnity, defense costs, expert costs, collection costs and/or attorney's fees or expert witnesses' cost or other costs of any kind under this Agreement.

GENERAL

This agreement is governed and construed in accordance with the Laws of Union of India. Licensee hereby irrevocably consents to the exclusive jurisdiction and venue of courts in Mumbai, Maharashtra, India, in all disputes arising out of or relating to the use of the FreKart's products/sites/services. Use of the FreKart software services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. Licensee agree to indemnify and hold FreKart, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of Licensee's use of or conduct on the FreKart's products/sites/services. Licensee agree that FreKart has absolute authority to modify or change the terms and conditions of the agreement without Licensee's consent and the modified terms and conditions can be kept in FreKart website and no separate notice is required to be issued to Licensee.

Licensee shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding Licensee's use of the Software, the Services, and Licensee's listing and sale of products and services on Licensee's Store. Licensee and FreKart are independent contractors, and no agency, partnership, joint venture, employee employer or franchiser-franchisee relationship is intended or created by this Agreement.

Except for the payment of any fees due and payable under this Agreement, neither party's delay in the performance of any duties or obligations under this Agreement will be considered a breach of this Agreement if such delay is caused by a labor



dispute, shortage of materials, fire, earthquake, flood, failures in electric power or telecommunications services, or any other event beyond the control of the party in the breach.

Except as explicitly stated otherwise, any notices Licensee shall be given by postal mail to PSCS E-Business Unit #2049 Rustomjee Eaze Zone, Malad West Mumbai 400064 or FreKart may issue the notice to the email address Licensee provide to us during the registration process (in Licensee's case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give Licensee notice by certified mail, postage prepaid 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 dispute arises between Licensee and FreKart during Licensee's use of the software/services or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement, the dispute shall be referred to a sole Arbitrator appointed by FreKart. The place of arbitration shall be Mumbai. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language. All expenses with respect to Arbitrator fee and his expenses shall be borne by the Parties equally. All other expenses of Lawyers fees and other expenses shall be borne by the respective parties.

Licensee acknowledge and agree that nothing herein, express or implied, is intended to nor shall be construed to confer upon or give to any person, other than the parties, any interests, rights, remedies or other benefits with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. FreKart' failure to act with respect to a breach by Licensee or others does not waive FreKart's right to act with respect to subsequent or similar breaches.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. When used in this Agreement, the term "including" means "including without limitation," unless expressly stated to the contrary.

This Agreement sets forth the entire understanding and agreement between Licensee and FreKart with respect to the subject matter hereof.