

These Website ("Terms") are published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011. These Terms are an 'electronic record' as contemplated under section 2(t) of the Information Technology Act, 2000 and the Rules thereunder. These Terms being an electronic record are generated by a computer system and do not require any physical or digital signatures.

I. INTRODUCTION

The website www.aliway.in ("Website") is operated by ALIWAY LLP, ("ALIWAY") having its registered office at Calicut Airport, Maliyekkal Tower - 673647. Use of the Website and its services is governed by these Terms of Use ("Terms").

By using the Website, users signify they have carefully read, understood and agree to be bound by these Terms. When users transact or browse through the Website or avail any service provided by the Website, in present or future, users accept and agree to be bound by these Terms, policies, guidelines and conditions of ALIWAY's service.

These Terms could be changed, altered, edited, amended, modified, reviewed, revised or substituted by ALIWAY at any time with or without prior notice and users are requested to read the Terms before using or accessing the Website.

II. PLATFORM SERVICES

The Website is a platform that users utilize to communicate and transact with one another. ALIWAY is not and cannot be a party to or control in any manner any transaction between users of the Website. The purchase of products or services on the Website are governed by the terms and condition of sale.

The Website is only a platform that can be used by users to reach a larger base to buy and sell products. ALIWAY is only providing a platform for communication and the contract for sale of the products shall be a strictly bipartite contract between the buyer and the seller. At no time shall ALIWAY hold any right, title or interest over the products or have any obligations or liabilities in respect of such bipartite contract entered into between the buyer and seller.

Users may upload and display the images and information of their products offered for sale on the Website's online platform. Such display of the user's products or related information on the Website in no manner can be treated or construed as an endorsement or advertisement of such products by ALIWAY.

Provision of a specific service through the online platform of the Website will be subject to users agreeing and consenting to certain additional terms, rules, policies, procedures, guidelines, disclaimers, notices or otherwise, if any, as applicable to such service ("Additional Terms") and if

there is any conflict between the Terms of Use and the Additional Terms, the Additional Terms shall take precedence in relation to that specific service.

III. ELIGIBILITY

The user should have completed 18 years of age and be competent to enter into a contract under Indian contract law. Any user under 18 years of age who is intending to avail the services of the Website should do so through his or her legal guardian in accordance with applicable law.

If any person is using the Website on behalf of any corporation, company, institution, association or other entity, the person should be authorized by such corporation, company, institution, association or other entity to use and access the Website.

ALIWAY reserves the right to refuse access to use the services offered at the Website to new users or to terminate access granted to existing users at any time without according any reasons for doing so.

IV. USER ACCOUNT

The user may browse the Website without registering with ALIWAY. The user has to set up an account with the Website before availing any online services provided through the Website. The user can create an account by entering an email address and password or by using any permitted social media website account to sign in ("Account Information"). The email address provided is not verified by ALIWAY and hence, it is advisable for the user to provide a valid email address. The Website will set-up an account and email the details of the account to the user at the email address provided. A user can then access the account on the Website. A user can also create and update an account through Customer Support.

A user can create one user account only and no user is permitted to transfer or interchange the User Account. The list of user information required to be provided by the user, the manner of usage, protection and confidentiality of user information and account information are more specifically dealt under the Website's Privacy Policy and the users are requested to read in detail the Privacy Policy before sharing user information or creating an account.

V. USER JURISDICTION

If Website is used from outside India, it is entirely at the user's risk. The Website makes no representation that its contents and other features are available or otherwise suitable for use outside India. If the Website is used and accessed from or in locations outside India, the user shall ensure that the usage of the Website is legal and valid under applicable law of the user's location. The user agrees to undertake all liabilities, responsibilities and consequences under applicable law in connection with the use of the Website from or in any location outside India.

The user accessing the Website from any location outside India agrees and consents to enter into separate or additional terms as may be required by ALIWAY at any time.

VI. USER COVENANTS

The user agrees to use the Website and the materials provided on the Website only for purposes that are permitted by these Terms and any applicable law. The user shall not use or access the Website in a manner that prejudicially affects the interests and goodwill of the Website, ALIWAY or its affiliates or associates.

The user agrees and undertakes that the reviews, comments and other information provided or posted or uploaded on the Website are not false, incomplete, distorted, manipulated, fraudulent or misleading. By way of example, and not as a limitation, user agrees and undertakes that when using or accessing the Website, user will not host, display, upload, modify, transmit, update or share any information ("Objectionable Content") that:

- (i) belongs to another person and to which the user does not have any right to;
- (ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically, objectionable, disparaging, relating or encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever;
- (iii) harms minors in any way;
- (iv) infringes any patent, trademark, copyright or other proprietary rights;
- (v) violates any law for the time being in force;
- (vi) deceives or misleads the addressee about the origin of such messages or communicates any information, which is grossly offensive or menacing in nature,
- (vii) impersonate another person;
- (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (ix) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting to any other nation.

The user shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or its content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website.

The user may not access (or attempt to access) any of the services by any means other than through the interface that is provided through the Website, unless user have been specifically allowed to do so in a separate agreement with ALIWAY. The user should not do anything that

disables, overburdens, or impair the proper functioning of the Website. Users should specifically agree that they will not engage in any activity that interferes with or disrupts the services or the servers and networks which are connected to the services provided through the Website.

The user undertakes not to attempt to circumvent or modify any security technology or software that is part of the Website. The user also agrees not to engage or assist any other person, to circumvent or modify any security technology or software that is part of the Website. The user should also not obscure or obstruct any features of the Website. The user undertakes not to copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Website or any part thereof without a specific written permission from ALIWAY to do so.

The Website lists multiple products for sale offered by sellers and hosts comments of numerous users and it is not possible for ALIWAY to be aware of the contents of each product listed for sale, or each comment or review that is displayed. The user acknowledges and agrees that by accessing or using the Website or availing the services, user may be exposed to content that the user may consider offensive, indecent or otherwise objectionable. ALIWAY disclaims all liabilities arising in relation to such Objectionable Content on the Website. Any user if exposed to such Objectionable Content as aforesaid is requested to immediately report the same to the Grievance Officer in the manner provided under these Terms and the Website will endeavor to remove such content as soon as possible after investigation.

The user agrees and acknowledges that ALIWAY is not the seller of the products and ALIWAY shall in no manner be deemed to be the seller of the products on the Website. ALIWAY is only facilitating purchase of the products by the user from the vendors by providing use and access to the Website.

The user expressly consents to receive communications from ALIWAY in relation to the user's use and access of the Website and its services and agrees that such communications shall not be treated as an unsolicited communication.

The user agrees that ALIWAY may, at any time, modify or discontinue all or part of the Website, charge, modify or waive fees required to use the Website, or offer opportunities to some or all Website users.

VII. INFRASTRUCTURE

To use the Website users require Internet connectivity or appropriate telecommunication links and the Website's service does not include the provision of any computer system, resource, terminal, server, equipment, mobile or any devices. ALIWAY shall not have any responsibility or liability for any computer system, resource, terminal, server, equipment, mobile or any devices necessary for user to use and access the Website nor shall be liable for any costs incurred on account of the user's Internet or appropriate telecommunication links usage.

ALIWAY would not be liable for damages, viruses or other code that may affect the user's computer system, resource, terminal, server, equipment, mobile or any other devices while using the Website and ALIWAY does not ensure that the Website will be compatible with all hardware and software used by the user.

The user must comply with applicable third party terms, if any, such as mobile device agreement or wireless data service agreement etc. while using the Website.

VIII. USE OF CONTENT

Any content that the user posts or material it submits, the user grants ALIWAY and its affiliates and associates a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable rights to use, reproduce, publish, distribute and display such content throughout the world in any mode medium or manner now known or developed in future; and the right to use the name that the user submits in connection with such content, if the user chooses.

The user agrees that the rights the user grants as above are irrevocable during the entire period of protection of the user's intellectual property rights associated with such content and material. The user agrees to waive the user's right to be identified as the author of such content and materials and the user's right to object to derogatory treatment of such content or material. The user agrees to perform all further acts and execute deeds and documents necessary to perfect the above rights granted by the user to ALIWAY.

The user represents and warrants that the user owns or otherwise controls all of the rights to the content and material that the user posts or that the user otherwise provides on or through the Website; that, as at the date that the content or material is submitted to the Website: (i) the content and material is accurate; (ii) use of the content and material does not breach any applicable Indian law or the Website's policies or guidelines or Additional Terms (iii) the content and material do not breach these Terms and Privacy Policy.

IX. THIRD PARTY WEBSITES

The Website may contain links to other websites and the Website are not in any way responsible for the terms of use or content of such websites and expressly disclaims all liability associated with the content and use of these websites. The linked websites are not under the control of ALIWAY and users are encouraged to read the terms of use and privacy policy of each and every linked website. If users decide to access any of the third-party websites linked to the Website, it is at the risk of the users to access and use such linked websites and ALIWAY shall not be responsible in any manner whatsoever.

X. INTELLECTUAL PROPERTY RIGHTS

All content included on the Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of ALIWAY, its affiliates, associates or its content suppliers and is protected by India and international copyright, authors' rights and database right laws. The compilation of all content on the Website is the exclusive property of ALIWAY, its affiliates, associates or its content suppliers and is protected by laws of India and international copyright and database right laws. All software used on this Website is the property of ALIWAY, its affiliates, associates or its software suppliers and is protected by laws of India and international copyright authors rights and database laws.

ALIWAY grants the user a limited licence to access and make personal use of this Website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of ALIWAY. This licence does not include any resale or commercial use of the contents of the Website; any collection and use of any product listings, descriptions, or prices; any derivative use of this Website or its contents; any downloading or copying of account information for the benefit of another seller.

The trademarks, logos and service marks displayed on the Website ("Marks") are the property of ALIWAY or its affiliates, associates or its content suppliers or users or respective third parties. Users are not permitted to use the Marks without the prior consent of ALIWAY, its affiliates, associates or its content suppliers or users or the third party that may own the Marks.

ALIWAY owns all intellectual property rights to and into the trademark " ALIWAY," and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions, goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

The users agree that they shall not use or apply for registration of any marks, or domain names which are similar to the marks or domain names used in connection with the Website or owned by ALIWAY.

No user shall use, copy, reproduce, modify, alter, change, amend, transmit, broadcast, edit, revise, review, adapt, translate, distribute, perform, display, sell or otherwise deal with content or the intellectual property rights of the Website or content suppliers or third parties in any mode medium or manner now known or developed in future without authorization from ALIWAY and on happening of any such event ALIWAY reserves the right to immediately discontinue the Website services to such user without prejudice ALIWAY's right to initiate legal action against such user.

Users are strictly prohibited from framing or use framing techniques to enclose any content or intellectual property on the Website to illegally and unlawfully exploit the content or intellectual property rights owned by ALIWAY or content suppliers or third party as the case is.

XI. FEE

Users can use and access the Website free of charge. However at any time in future, after duly notifying the users in advance, ALIWAY reserves its right to charge the users for the use of the Website and provision of the services through the Website and all taxes as per applicable Indian law.

XII. NOTICE PROCEDURE

If any user believes that any Objectionable Content is hosted on the Website or the user's rights are being infringed, users shall immediately inform the Grievance Officer by following the Website's Notice Procedure mentioned below. The Website will endeavor to remove such content as soon as possible after investigation.

No untrue or false information or allegation shall be made by the user and if any user is found misusing the notifying procedure, the Website reserves the right to terminate such user's account and shall take appropriate legal action against the user.

Upon receipt of a notice, ALIWAY will take appropriate steps for removing the infringing or Objectionable Content all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. ALIWAY shall also endeavour to forward a copy of the user's notice to the alleged infringer or defaulter. Furthermore, in submitting a notice, the user grants to ALIWAY the right to use, reproduce, publish, and display its content throughout the world in any mode medium or manner now known or developed in future. This includes forwarding the notice to the parties involved in the provision of the allegedly infringing content. The User agrees to indemnify ALIWAY for all claims brought by a third party against ALIWAY arising out of or in connection with the submission of a notice. User further undertakes that the contents of the such notice are true and correct to the best of user's knowledge and belief and undertake to subject to any legal action, civil and criminal, if proven otherwise.

It is repeated and reiterated that ALIWAY's role and responsibility is completed on taking down the infringing or Objectionable Content as alleged in the notice and ALIWAY shall in no manner be liable for or in relation to the infringing or Objectionable Content. ALIWAY shall in no manner be involved in trying, contesting, mediating, negotiating or conciliating the dispute or differences between the user who notifies the objections and the user against whom the objections are raised.

XIII. DISCLAIMER

The User expressly agrees that the use of the Website is at the user's sole risk. The Website and the contents uploaded or provide or shared by other users are made available to the user through the Website on an "AS IS" basis and "AS AVAILABLE BASIS" without any warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability or fitness for a particular purpose or the legality of the products listed or

displayed or transacted to the extent permitted by applicable Indian law and ALIWAY does not accept any liability for any errors or omissions.

ALIWAY shall not be liable or responsible for any actions or inactions of sellers or any breach of conditions, representations or warranties by the sellers or manufacturers of the products and expressly disclaims any and all responsibility and liability in that regard. ALIWAY shall not mediate or resolve any dispute or disagreement between the user and the sellers or manufacturers of the products.

ALIWAY through the Website only provides a platform that users utilize to communicate and transact with one another and ALIWAY does not endorse any products displayed on the Website or views expressed or information uploaded by any user. In no event ALIWAY shall be liable for any information, content, materials, products or services available through the Website.

The right, title, interest and ownership in the products that are transacted by the users through the Website does not vest with ALIWAY and ALIWAY holds no right, title or ownership over such products. The offer and acceptance of products through the Website is at the user's sole risk and ALIWAY accepts no liability for any errors or omissions or defaults or deficiency of any products either offered or acceptance by the users through the Website.

ALIWAY hereby disclaims any guarantees of exactness as to the finish and appearance of the product as ordered by and delivered to the user. The quality or quantity of any products, information or other material purchased or obtained by user through the Website may not meet user's expectations.

The Website could also be linked to third party websites and ALIWAY assumes no responsibility for results obtained from the use of these websites.

ALIWAY makes no assurances that the Website is bug free and user friendly or the safety of the use of the Website. ALIWAY including affiliates, associates and their respective owners, directors, officers, agents, shareholders and partners shall not be liable in any manner with respect to the loss or damage incurred or suffered by the users on account of virus attacks or bugs or other software or programmes that may be present or embedded while using or accessing the Website.

ALIWAY does not guarantee that the services provided through the Website will function without interruption or errors. In particular the operation of the services may be interrupted due to maintenance, updates, or system failures, virus attacks, bugs or due to any other technical reasons or otherwise. Website disclaims all liability for losses or damages caused by any such interruption or errors in functioning. ALIWAY also disclaims all liability for any malfunctioning impossibility of access or poor use conditions of the Website due to inappropriate equipment, disturbances related to internet services, down time or otherwise.

To the maximum extent permitted by applicable law, ALIWAY will have no liability related to user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. ALIWAY also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user content.

When the user deletes any kind of information the user must understand that the removed content may continue in backup copies.

ALIWAY will not be liable for any loss that the user may incur as a consequence of unauthorized use of the user account or account information in connection with the Website or any service or materials, either with or without the user's knowledge. ALIWAY shall not be liable for any third party product, the advertisement available on e-mail or Website with respect to the third party website or the products and services are for information purpose only.

XIV. LIMITATION OF LIABILITY

In no event ALIWAY including affiliates, associates and their respective owners, directors, officers, agents, shareholders and partners shall be liable for any loss or damage whatsoever including without limitation direct, indirect, punitive, incidental and consequential damages, lost profits, or damages resulting from the use or inability to use the Website whether based on warranty, contract, tort or in any other means or action.

Without prejudice, it is agreed by the user that ALIWAY including affiliates, associates and their respective owners, directors, officers, agents, shareholders and partners shall not be held cumulatively liable for any damages or claims in excess of INR 1,000/- (Rupees One Thousand) or the last payment made by the user; whichever is lesser, subject to applicable law.

XV. INDEMNITY

Users agree to indemnify and hold harmless ALIWAY including affiliates, associates and their respective owners, directors, officers, agents, shareholders and partners from and against all actions, proceedings, claims, losses, damages and costs (including attorney fees) and other expenses suffered or incurred due to or attributable to or arising out of (i) violation of any applicable law (ii) breach of any representations, warranties or covenants of the user (iii) breach of the policies, guidelines and conditions of ALIWAY's service or Additional Terms or these Terms or Privacy Policy (including any modifications or additional notifications or instructions); (iv) infringement of any third party rights. This Clause survives the termination of these Terms.

XVI. TERMINATION

ALIWAY reserves the right to terminate the services provided to any user without prior notice in the event of any default committed by user including but not limited to the breach of any applicable law, policies, guidelines and conditions of ALIWAY's service or Additional Terms or

these Terms or the Privacy Policy (including any modifications or additional notifications or instructions). On such termination, the user's information and other details shall be black listed by the Website and shall be taken into consideration whenever necessary.

ALIWAY will terminate the services provided to any user if it is required under any applicable law. Without prejudice, ALIWAY reserves its right to terminate the services if such provision of services to the users is not economically viable for ALIWAY. Users may choose to discontinue availing services and facilities provided through the Website by closing the user account with the Website.

On termination of the user account, the user is not eligible to purchase or sell products through the Website. Once the user's account is terminated for any reason whatsoever, the contents, reviews, comments or other material posted on the Website by the user shall be removed by ALIWAY.

Post termination of the services provided to the user through the Website, the user's personal information would reside in the Website's database for a certain period of time. It is also clarified that certain terms and conditions of the policies, guidelines and conditions of ALIWAY's service or Additional Terms or these Terms and the Privacy Policy continue to be binding on the user and if any user by default or otherwise is found using or dealing with the Website post termination of the service provided through the Website, the user shall be prosecuted by ALIWAY. The user shall be also liable to compensate ALIWAY for any unauthorized use of the Website.

XVII. MISCELLANEOUS

Severability:

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

Captions:

The various captions used in these Terms are for convenience purpose only and may not be used to interpret the provisions thereof. In case of captions and the related text conflicts, the text will prevail.

Partial Invalidity:

If any provision of these Terms is held to be illegal, invalid, or unenforceable under any present or future applicable Indian law, (i) such provision will be fully severable; (ii) these Terms will be

construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of these Terms will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there will be added by ALIWAY a legal, valid, and enforceable provision to the extent possible.

Notices:

For purposes of service messages and notices about the services to user, the Website may place a banner notice across its pages to alert the user to certain changes such as modifications to these Terms. Alternatively, notice may consist of an email from the Website to the user. The user agrees that the Website may communicate with user through the user's account or through other means including email or mobile. Users are required to update their settings regularly to ensure that the Website's service messages and notices are received by the users timely and accurately.

ALIWAY including affiliates, associates and their respective owners, directors, officers, agents, shareholders and partners shall have no liability for the non receipt of the Website's service messages and notices.

Any user may contact ALIWAY at the following address:

To
Grievance Officer
office – 2nd Floor, Maliyekkal Tower ,Calicut Airport
email – info@aliway.in

The user shall not assign its rights or obligations under these Terms and the Privacy Policy to a third party.

XVIII. GOVERNING LAW AND JURISDICTION

The terms and conditions of this agreement shall be governed by Indian law and the courts in Manjeri shall only have exclusive jurisdiction to resolve any disputes.