



Memorandum Of Understand (MOU) Cum Sales Contract MERCHANT USER AGREEMENT

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Merchant user Agreement

This Merchant Agreement (“Agreement”) is made by and between You, the user, who signed up and bought the the Cartin/Coorgle Package, together with any company or other business entity you are representing, if any (collectively, “The Client”), and CARTIN - An entity of Sintheetaa Technologies Private Limited, a company registered under the Companies Act, 1956 (the “Companies Act”) and having its registered office at #771/1, 1st Floor, 12th Main, New Kalidasa road, Vijayanagara 1st Stage, Mysuru 570017. This Agreement comes in to effect when you register for using Cartin.in services or signing an application for utilising services of Cartin.in. By Registering or signing with Cartin.in, 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 The Client and Cartin.in. 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 Cartin.in.



Service provider

Cartin.in is the Sister concern of Sintheetaa Technologies Pvt Ltd, specialises in providing advanced web services including website design, development, hosting as well as online marketing across the globe. The company have a dedicated team of web developers and designers who work with their clients to help them achieve their goals whether it is generating more leads, increasing sales or just painting a better look and feel of their company website.

1. 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.
- “Cartin.in”, “Cartin” or “Cartin.in application” or “Software” means the software Platform (“Software”) provided by Sintheetaa Technologies Pvt Ltd.

- Services means the merchants services provided by Cartin.in, 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 Cartin.in on SAAS (software as service) model.
- "Cartin.in License" or "Cartin.in Application License" has its meaning described in Section 2 of this agreement.
- "Cartin.in site" or "Cartin.in website" refers to the Cartin.in product website - www.Cartin.in
- Client: Licensee, Merchant, retailer, or any individual that subscribes for the Cartin.in e-commerce platform and other associated services offered by Sintheetaa Technologies Pvt Ltd.
- "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 Cartin.in to, or otherwise vested in, Licensee pursuant to the Agreement.

2. 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. Cartin.in uses many techniques to verify the accuracy of the information you provide when you register on the Cartin.in Site. If for any reason, Cartin, 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.

3. CARTIN (SOFTWARE), TRADEMARK OWNERSHIP AND CARTIN LICENSE

- The Software provided by Cartin, and all intellectual property rights therein, are the exclusive property of Cartin.
- Subject to the terms and conditions of this Agreement, Cartin grants to Client a non-exclusive, transferable, revocable, limited license to remotely access and use the Software on servers operated by or for Cartin ("Cloudin.Host Servers") through the Cartin Application solely for the purpose of building and maintaining an interactive store hosted by the Cloudin.Host Servers on which Client offer Client's or a third party's products or services ("Client's Store").
- The Software and its structure, organization, and source code constitute valuable trade secrets of Cartin. Accordingly, except as expressly allowed Client 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 Cartin may make available to Client 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, Cartin 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 Client's consent to such terms and conditions associated with the use of additional software and services.

4. Services:

Upon activation of Client's account and subject to the payment of applicable fees, Cartin will provide certain hosting, support and other miscellaneous Services for the Software licensed by Client under this Agreement and Client's Store during the term of this Agreement as published on the Cartin Site. Client's Store shall be hosted on a Cloudin.Host Server on which several merchants may share the resources and network capacity of that Cloudin.Host Server.

BILLING PERIOD: Start date of Billing period would be considered as the Date of Payment except in cases as below

DOMAIN NAME REGISTRATION: At Client's request and subject to Your agreement to applicable terms and conditions and the payment of applicable fees, Cartin's Additional Services may include acquisition and registration of a second-level domain name ("Domain Name") for Your Store on Your behalf. Free domain regis-

tration will be done by the Cartin after receiving the first payment, Free domain is valid only with .in and .com tlds only. You hereby appoint Cartin and third parties who provide domain name registration services to Cartin as Your agent in the acquisition, registration and ongoing administration of Domain Names on Your behalf and You authorize Cartin and third parties who provide domain name registration services to Cartin to select and issue binding instructions to domain name registrars and registries used to acquire, register and administer Domain Names on Your behalf. Cartin 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 Cartin 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, Cartin reserves the right, in Cartin'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.

CHANGES IN SERVICES: Cartin reserves the right to change, amend and/or otherwise alter the Services provided with equivalent or otherwise equal Services without prior notice to Client. Client agree to receive administrative communications from Cartin in regards to the Software, Services, Client's account, policy changes and system updates.



5. CLIENT'S STORE & CONTENT CONTROL:

Client will be solely responsible for the development, operation and maintenance of Client's Store, including the operation of Client's Store, accepting, processing and filing customer orders generated through Client's Store, and handling any customer inquiries, complaints, or disputes arising from orders or sales generated through Client's Store. Client agree that Cartin 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.

Client acknowledge that, by only providing Client with the ability to publish and distribute Client's own or third party products, services or content, Cartin and its Software are acting only as passive conduits for the distribution and/ or publishing of such products, services or content on the Store. Cartin has no obligation to Client or any third party, and undertakes no responsibility, to review Client'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 Client's Store to determine whether any such product, service or content may incur liability to third parties. Notwithstanding anything to the contrary herein, if Cartin believes in its sole discretion (as applicable) that Client's Store or any products, services, content or other materials in the Store or on Cloudin.Host Servers may create liability, Cartin may take any actions with respect to the content or materials.

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

6. Covenants

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

- Be false, inaccurate or misleading.
- Be fraudulent or involve the sale of counterfeit or stolen items
- Infringe or misappropriates any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.
- Violate any law, statute, ordinance or regulation (including, but not limited to, those governing privacy, publicity, export control, consumer protection, unfair competition, anti discrimination or false advertising).
- Be defamatory or libellous 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.
- Be obscene or contain pornography.
- 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.
- involve the transmission of any unsolicited commercial or bulk email (known as "spamming") and Client shall not use Client's account or Client's Store as a return address for unsolicited commercial mail originating elsewhere or participate in any activities
- 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 Client shall maintain a record for a period of three (3) years after any termination of this Agreement.
- Be harmful or potentially harmful to the Cloudin.Host Server infrastructure as determined in Cartin's sole discretion, including without limitation overloading the Cartin technical infrastructure.

- Create liability for Cartin and its subcontractors or expose them to undue risk or otherwise engage in activities that Cartin, in its sole discretion, determines to be harmful to Cartin' affiliates, operations, reputation, or goodwill, and
- Link directly or indirectly to or include descriptions of goods or services that violate any applicable law, statute, ordinance or regulation, or that violate Cartin' Prohibited and Restricted Items clauses that are incorporated herein by reference and may be amended from time to time. Client 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 Cartin' Prohibited and Restricted Items list provided on the website.

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

BREACH OF COVENANT: Client's failure to comply with the covenants set forth in Section 6 of this Agreement will amount to a breach of this Agreement and is cause for immediate suspension and/or termination under Section 19 of this Agreement.



7. Project Terms and Scope

The project is to develop and design the client's website on an eCommerce platform. This project will be completed within the time period of 40 working days term (subject to a 10 Days extension if the parties are still discussing and considering the Transaction at the end of the 40th day), the project will be completed in below mentioned Phases. The project would be done according to the features mentioned in this contract technical details along with the quotation, we request you to kindly go through the quotations/emails clearly before you make the payments, any extra feature other than the one mentioned in the quotation or the above said document sent to you by mail or the technical contract detail would be charged accordingly.

The Complete Project cost will be divided into 3 instalments, payable as under.

- Phase 1: Design and Development (0-10 Days)
- Phase 2: One time Customisation, R&D, Bug Testing, Server Implementation (10 - 35 Days)
- Phase 3: Project Submission (35-40 Days)

Cartin experts will provide 20 Days training and support along with FAQ for setting up the store to the client from the beginning of Phase 1. Experts will guide the client to use the Admin panel, Modules, plugins and other store settings.

Client has to setup the eStore within the 20 Days period and if the client is having any kind of issues or doubts he/she can contact the assigned Cartin expert or send an email to info@cartin.in. The server Health test, Bugs test, Quality check will be done in the Final phase of the project.

After completion of 3rd Phase and once the client is Satisfied the website will be taken Live from our Local servers, for taking the site live the client has to send a mail asking for making the site live, After going Live if there is any Payments due or pending client has to make/Clear the payments within 48Hours of making the site live or which the site will be Suspended Automatically after 48 Hours.

The Training and Support will be provide only over the Phone, Skype or Team viewer and the following things should be ready from Client's end.

- Logo for the Store
- Banners (In JPG or PNG formats only)
- About us
- Policies (Privacy, Terms, Refund, Payment, Delivery)
- Product data in XLS sheet (XLS sheet should be provided in Cartin's product sheet Format)
- Product Images

The company can't change the core template/theme once its implemented on the site, If the client is looking for any extra features or functionalities that are not shown in the demo or covered in the chosen package, then the client has to send a request by sending an email to info@cartin.in. Only features or functionalities given in the Agreement copy will be full filled. Cartin team will help the Client in setting up the store by providing the Training session, Cartin will not cover or give any of the following services and these are sole responsibility of the client:

- Logo Designing
- Banner Designing
- Products upload / Products data sheet creation
- Images upload
- Images editing / Resizing
- Documents & signups with Payment gateway partners & Delivery Partners

With any of the Cartin Economy plan, Custom template design will not be covered in the project scope, If the client request for any custom designing before

starting the project with the Sales Executive and the Design cost has been paid by the Client or waived off by the Sales executive(these has to be mentioned in Client agreement), then only the Cartin experts will work on the customs Design and these design should be sent by the client in image/PDF format or can even give the reference websites for the design.

Please note: Reference website should be given before starting the project and client has to discuss and should clearly mention their complete designing requirements. Cartin will never replicate any reference websites.

8. Fees, Taxes & Audit rights

Licensee agrees to pay to Cartin the Fees in the amount, manner and at the times set out on the Cartin website at the link <http://www.cartin.in/pricing>; Client is responsible for payment for its own license of Cartin application as well as for the licenses sub-licensed to its merchants. Once the project starts the Client is not entitled for any change in price or new features available at <http://www.cartin.in/pricing> ; Pricing & features may change without prior notice or information.



9. Payment Terms

- To start the 1st Phase of the project the initial payment of 60% of the total amount (Refer Final Quotation sent) to be paid.
- At the end the 1st phase the 1st demo of the website would be shown and after which the Client will have to pay 20% of the total amount (Refer Final Quotation sent).
- We agree from our side (Sintheetaa Technologies) to show you the project completed more than 50% at the end of 15th day, and the whole project would be completed by the 20th day and the remaining payment would be made as soon as the project is delivered. Client will have to pay the final 20% of the total amount (Refer Final Quotation sent) Once the website is live.

10. Limitation of Liability

In no event shall Cartin, 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). Cartin', its suppliers', and service providers', cumulative liability, and the liability of their officers, directors, employees, contractors and agents to Client or any third parties in any circumstances shall be limited to payment received by Cartin for that particular service or month. There is no warranty in respect of the Cartin, Software or Services.

Cartin 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 Cartin reserves the right to terminate Client'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 authorised in this regard from time to time.

In no event shall Cartin 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 Cartin 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 Cartin software/services, whether based on contract, tort, negligence, strict liability or otherwise, even if Cartin or any of its suppliers has been advised of the possibility of damages. Cartin 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 Client ("content") under this agreement belongs to Client who agrees to grant the rights to share / redistribute or otherwise use the content to Cartin as described in Section 4 of this agreement. Client 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. Cartin 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 Client. Cartin and their business partners would not be liable for any intellectual property infringement or violation of rights of another by use of such contents.

11. Indemnity

Client agree to indemnify and hold Cartin, 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's 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 Client's violation of any law or the rights of a third party.

12. Disclaimer of Warranties

Cartin, 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, non infringement; and warranties arising from a course of dealing, usage or trade practice are excluded. Cartin, 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. Client acknowledges and agrees that this section 8 is reasonable and an essential element of this agreement and that in its absence, the economic terms of this agreement would be substantially different.

Imagination Carted!

13. SLA

SLA: THIS SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") shall apply to all Hosted Services provided by CARTIN for each customer/client/consumer/end user/user ("USER"). CARTIN 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 CARTIN 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 CARTIN infrastructure. The overall service availability metric is 99%, measured on a monthly basis.

Cartin gives on-going support to all Clients through its designated support system which can be accessed:

- By sending an email to info@cartin.in
- By raising a ticket by visiting www.Cloudin.Host
- By Live chat system (optional)

Cartin Plan	Support Level	SLA for Response
• Free Trial	Email, Ticketing	Not Applicable
• Carin Economy	Call Back, Email, Ticketing	3 - 42 Hours
• Cartin Premium	Call Back, Email, Ticketing, Dedicated Phone support	30 - 120Mins

Important:

1. No onsite support is offered by Cartin. All support is offered basis parameters defined above.
2. No onsite training is offered by Cartin either at our office premises or at the merchant's office premises.
3. SLA's are defined only for support response times and not actual resolutions.
4. Support will always include sending help documentation, videos, flows, articles, etc. first so as to enable the merchant to carry out the resolution at their end.
5. Support timings / SLA apply during working hours only: Monday to Friday | 10.00 AM to 18.00 PM
6. Support timings / SLA apply during Weekend – Saturday only | 10:00 AM to 13:00PM

14. Technical Features

Author language

Responsive Web designer solution (Accessible from PC, Mobile, Tablet and Apple devices), preferably features based on Cartin customisation module.

The Cartin module should include the following features at minimum,

- Advanced Product Filtering
- Payment Gateway
- Unlimited Categories
- Unlimited Products
- Unlimited Manufacturers
- Unlimited email accounts
- Unlimited Bandwidth and space (Shared Environment)
- Multi-Language
- Multi-Currency
- Product Reviews/Rating
- Guest Checkout
- Sell Downloadable Products
- Automatic Image Resizing
- Multiple Tax Rates
- Quick Checkout/ One page Checkout
- Related Products for upselling
- Unlimited Information Pages
- Shipping Weight Calculation
- Discount Coupon System
- Search Engine Optimized (SEO)

- Backup & Restore Tools
- Printable Invoices
- Bulk product upload with file mapping features
- Sales Reports
- Basic Android App - Webview (as per Basic demo - Without any customisation)
- Advanced Error Logging System
- Email and SMS notifications
- Unlimited Images for Products
- Google Analytics integration
- Options to sell Digital Products
- Review/rating options for products
- Repeat orders in Customer order section
- Paypal Integration
- Payu Integration

Multivendor Features:

- Users can Register / Login seller account from frontend
- Can uploading category , products, options from frontend
- Can View Seller profile page where customer can see products by vendor.
- Seller shop url like <http://weburl/storename>
- Ajax uploading of images
- Front office seller area
- Seller dashboard
- User-friendly file uploader
- Flexible sale fee system
- Simple PayPal payouts
- Seller groups
- SEO-friendly URLs
- Various sidebar modules
- Extensive configuration
- Flexible sale, signup and listing fees
- Mass payouts via PayPal MassPay
- Instant payouts via PayPal Adaptive
- Seller badges
- Product attributes
- Private messaging
- Seller ratings
- Custom payout methods
- Recurring payments

- Buyer and seller invoices
- Custom shipping methods
- Per-product, geozone and method shipping rates
- Combined weight-based shipping
- Product page and minicart shipping cost estimation
- After creating products, categories, options it will go to admin for approval
- check all transaction history from end
- check seller's transaction, products against that transactions and who bought those products in 1 page using jquery.

Premium Features:

- Advanced Shipping Module
- Website Booster
- Advanced SEO Plugin
- Google speed code Analyser
- Auto pickup module(Fedex)
- Minify HTML module
- CSS and Javascripts Minification
- Gzip Compression
- Page caching Pro
- Amazon backup
- Images Optimiser
- Cloud flare CDN
- DB cache system
- Advanced Customer order management
- Product Import and Mapping module
- Custom Vendor invoice
- Advanced order notification system
- Category based Commission
- Shipping Pro - Advanced shipping system
- Advanced Commission payout system
- Vendor Item Return/Cancel module
- Vendor item Price comparison
- Vendor Rating

- Category Based attributes (Vendors)
- Payu Seamless integration
- Per Product shipping

User control

The module should have a backend administration module that enables the easy control of unlimited product categories and features in the front end.

Logistic Support and COD facility

The logistic support and the COD facility will be provided by “FEDEX LOGISTICS” or any other available logistic provider in the market for the Clients Pincode. Service provider is responsible for a handshake with the FEDEX or any other logistic provider & Client only. Tie-up with logistics team or issues after logistic sign up “FEDEX LOGISTICS” or any other logistic provider will be solely responsible with their support team. Company will integrate and support only Fedex logistics for Multivendor Marketplace(Company will help in integrating any other Logistics vendors, however API should be provided by the Client and module development charges will be extra), For single Vendor logistic integration, company will support Fedex, Bluedart, DTDC only. for pincode 110087 with single pick-up point will be arranged by Bluedart and DTDC.

Payment Gateway Integration

Cartin is Partnered with India’s leading payment gateway providers with Free, NO setup charges and Low transaction rates, Cartin will help the client in selecting the Best payment gateway and also helps in setting up the account and activation of the account. However, Service provider is responsible for a handshake only between the Payment gateway provider & the Client. Tie-up with Payment gateway provider or issues after sign up or any other payment gateway provider will be solely responsible with their support team. EMIs for credit cards will be Enabled from the bankers after the approval of the website and Current Bank account.

15. Technical Support

The service provider will provide free technical support via ticketing system to the Client for a period of 6 months, unlimited technical support for the above period, related to the above project. Patch management and Portal Version Upgradation will be done if version is supported. The customisation will be done

as per the clients requirements which is subjected to Fair service policy which states that the theme customisation will be done only once on a single page. multiple request or requested to customise more then two times on a Single page will not be considered. Any extra features or functionalities other than demo will be chargeable, Company will provide and develop the site as per the demo only and the project will not include any other basic functionalities of any other or third party sites, after the final product delivery if the client asks for any extra customisation or feature request will be chargeable and charges are hourly based depending on the complexity of the requirements.

Support from Account Manager will only be available for 20 days from the signup date. After these 20 days all the issues will be entertained by our support team. You need to register and raise tickets by sending a email to info@cartin.in Refer Section 13 for the SLA process.

Tasks	Responsible	Phase
Customer & Server Account Creation	Internal team	1
Templete Selection & Implementation/Installation	Client / Internal team	1
Admin Panel Configuration	Internal team	1
Front-end Confuguration	Internal team	1
Generate Demo Link	Internal team	1
Generate eStore account Username & Password	Internal team	1
Password protect the Demo folder	Internal team	1
Call initiation from Logistics and Payment Gateway partners	Client / Internal team	1
Update user data - Logo/Banners/Policies	Client / Internal team	2
Homepage Configuration	Client / Internal team	2
Multivendor module* & Sub Modules* Installation	Internal team	2
Designer Module* Installation	Internal team	2
Add Category and Product	Client / Internal team	2
Product Data sheet Creation	Client	2
Product Filter, Brands, Options creation	Client	2
Bulk Image upload	Internal team	2
Static Pages creation (About, Terms, Privacy)	Client	2
One Time Customisation*	Internal team	2
Update Website data & Contact Details	Client	2

Mobile Store Optimisation	Internal team	2
Android App Submission*	Internal team	2
Modules Installation - Packagewise	Internal team	2
SMS Integration (Except Starter plan)	Internal team	2
Payment Gateway Integration	Client / Internal team	2
Quick Checkout(For single vendor sites only)	Internal team	2
Zip code check module Install	Internal team	2
Shipping/COD Configuration	Internal team	2
Facebook Store	Internal team	2
SEO Friendly links Enable	Internal team	2
Blog Integration	Internal team	2
Social Connect & Configuration	Client / Internal team	2
Guidance Coupons/Gift voucher	Internal team	2
Talk.to live chat Integration	Internal team	2
Google Analytics Integration	Client / Internal team	2
Quality Test	Internal team	3
System/Server Health Test	Internal team	3
Update Products, Pages etc	Internal team	3
Clear Temp Files	Internal team	3
Website speed Optimisation	Internal team	3
Bugs Check	Internal team	3
Links Check	Internal team	3
Test Checkout	Internal team	3
Submission	Internal team	3
Final Front end/Admin panel training	Client / Internal team	3
wesite Live	Client / Internal team	3
Minor changes & updations	Client / Internal team	3
Website Management	Client	-
Order Management	Client	-
Catalog Management	Client	-

16. Project WorkFlow

- * Cartin is not responsible for services or lack of services of any third party vendor such as shipping service providers, payment gateway providers.
- * Cartin's scope of work does not include designing of any banners, logos in client's websites, they can get it done from outside or can do by themselves.
- * Cartin does not provide any Theme and Module level of customization in any of our Cartin Economy plan.

17. Termination clause, Terms and Conditions

- Both the parties would promise to follow the above mentioned Details about the project failing which necessary actions could be taken.
- In case if the client wants to cancel or wants refund, the client has to inform within 24 Hours of the account signup failing which the money will not be refunded. (Within 24Hours 1st Phase will be submitted and that takes lot of Man power and work, Henceforth 24Hours is the Maximum time for Cancellation and Refund)
- The agreement is valid for 6 months only from the date of this agreement.
- The above charges (Project Cost) is applicable for 10 Days only, subsequently delay in project phases by the customer will lead to 10% increase on the project cost.
- The delay from the service provider will give the customer right to claim 10% discount on the product cost.
- The delivery of the project will be delayed if there is a delay at customers end in sending the required inputs like, banners, logo, Policies, Documents for payments gateway and so on.
- The service provider company reserves the right to cancel/suspend the project under the conditions
 - o Delay in the payment
 - o Non-payment even after regular reminders

18. Website Hosting Terms

- WebHosting will be Provided by Cloudin.Host, Customer will get full access to their cPanel account once the full payment is done and client can access/Transfer the server or domain name at any point of time once the complete payment is done.
- Web hosting with Unlimited bandwidth and Space will be provided in case of shared hosting and for Premium plans its as per the plans given in the website, If there is any Upgradation for the servers the Hosting company will inform the client about the same before 3Days and the maximum downtime will be 5-10Mins.
- In case of your Website is using more than the desired resources you will get a automated notification to Upgrade.
- Service provide will also help you with the upgrade process if necessary.

- Yearly/Monthly Renewal for Web Hosting will be as per plan on <https://www.cartin.in/pricing> will be applicable, Domain name charges are extra in case you have registered your domain with us.

19. Customer Data, Clients's Data & Privacy Policy

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

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

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

20. Breach

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

21. Suspension

At the discretion of Cartin and for any reason set forth in this section (Section 21) of this Agreement, Cartin may suspend Client's account by deactivating any access by Client or by Client's customers to any information contained on the Cartin Servers related to Client's account while maintaining the information and data related to Client's account upon the Cartin Servers. Suspension shall specifically include the disabling of Client's Store and/or any access to information or data related to Client's account. In the event of any such suspension Client 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 22 of this Agreement. Fees under this Agreement will continue to accrue on suspended accounts as if they were not suspended. Client will remain responsible for the payment of any such fees during any such period of suspension.

22. 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 Cartin (a) as provided in this Agreement, (b) after a period of suspension as set forth in Section 21 of this Agreement, or (c) upon thirty (30) days written notice. Client may terminate this Agreement upon twenty-four hours notice by telephoning Cartin' designated customer support center and by emailing at info@cartin.in. Client's termination request may be recorded by Cartin and will require Client'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 Client shall destroy all copies of the Software in Client's possession, if any. Upon termination, there will be no refund provided to Client except as set forth in the Price Policy and all outstanding fees owed by Client shall become immediately due and payable. Termination shall not affect the rights of Cartin to recover from Client 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.

23. General

This agreement is governed and construed in accordance with the Laws of Union of India. Client hereby irrevocably consents to the exclusive jurisdiction and venue of courts in Mysuru, Karnataka, India, in all disputes arising out of or relating to the use of the Cartin's products/sites/services. Use of the Cartin 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. Client agree to indemnify and hold Cartin, 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 Client's use of or conduct on the Cartin's products/sites/services. Client agree that Cartin has absolute authority to modify or change the terms and conditions of the agreement without Client's consent and the modified terms and conditions

can be kept in Cartin website and no separate notice is required to be issued to Client.

Client shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding Client's use of the Software, the Services, and Client's listing and sale of products and services on Client's Store.

Client and Cartin 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 Client shall be given by postal mail to Sintheetaa Technologies Pvt. Ltd or Cartin may issue the notice to the email address Client provide to us during the registration process (in Client'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 Client 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 Client and Cartin during the development of or implementation of software/service/product, or Client'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 Sintheetaa Technologies Pvt Ltd. The place of arbitration shall be Mysuru/Banagalore. 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.

Client 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. Cartin's failure to act with respect to a breach by Client or others does not waive Cartin'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 Client and Cartin with respect to the subject matter hereof.

