

# Ornashine Panel

## Terms of Use

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of Ornashine Panel.

This Website by the URL [www.ornashine.com](http://www.ornashine.com) is owned and operated by **RKD Jewels Private Limited**, an existing company under the provisions of Companies Act, 2013, having its Registered office at 119A/8A Chobey Jika fatak, Kinari Bazar, Agra,-282005 (U.P) and (hereinafter referred to as, "Ornashine" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns

The expressions "**Ornashine**" and "**Service Provider**" are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

**Service Provider means entity referred to in Service Provider's details form.**

WHEREAS:

- A. Ornashine owns and operates an online Jewellery Store on the website located at the URL [www.ornashine.com](http://www.ornashine.com), mobile application, Ornashine IVR, (collectively referred to as Platform) which acts as an online platform facilitating different Service Providers to provide their high quality render images & CAD file of All type of Precious Jewellery Designs of Gold, Diamond, Silver & other precious gem's stone jewellery and allowing different buyers to purchase the Products through Ornashine.
- B. Service Provider being desirous of using the Ornashine Platform to offer there all kind of jewellery designs to the owner of the Platform and have completed Ornashine E-commerce Registration Form to Enrol as a registered Service Provider on the Platform; and

PARTIES AGREE AS FOLLOWS:

1. **Definitions:** Unless repugnant to the Context or meaning thereof, the capitalized terms defined herein shall have the following meaning:
  1. "**Acceptance**" shall mean execution of the agreement by Service Provider of this Agreement or acceptance of this agreement whether electronically or digitally, by which action the Service Provider expressly accepts and agrees to be bound by the terms and conditions of this Agreement.
  2. "**Agreement**" shall mean this Agreement in its entirety, including all content which is referenced and/or hyperlinked in this Agreement.

3. **"Banned Service"** shall mean the services included in the Ornashine Banned Products List, which is included herein by reference and/or hyperlinked to this Agreement.
4. **"Buyer"/ "Customer"/ "User"** shall mean any user of the Ornashine Platform who purchases any Product and/or Services of the Service Provider through the Ornashine Platform.
5. **"Catalogue"** shall mean details relevant to the informative description of each jewellery design's (including weight, length, breadth and height of the Product) and its contents, by way of text descriptions, graphics, or pictures or videos as provided by the Service Provider.
6. **"Cataloging Fee"** shall mean the fee for creating a Catalogue of the Service Provider's Products to be offered through Ornashine Platform.
7. **"Listing Fee"** shall mean the fee paid by Service Provider to RKD Jewels Private Limited for listing a Product on Ornashine Platform.
8. **"Malpractice"** shall mean providing or displaying wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished, or bad files to owner of platform i:e Ornashine.
9. **"Order"** shall mean the order placed by the Buyer online through the Ornashine Platform for the purchase of Products which may belong to Service Provider' designs.
10. **"Ornashine Platform" / "Platform"** shall mean the online OrnaShine Panel on the website located at the URL [www.Ornashine.com](http://www.Ornashine.com), mobile application, Ornashine IVR, (individually or collectively) which acts as an online platform for different Service Providers to display their jewellery designs and for different Buyers to purchase the Products offered by Ornashine.
11. **"Ornashine Panel commission"** shall mean commission payable to Service Provider by the Ornashine as per Terms Segment.
12. **"Ornashine Policies"** means the various policies which Ornashine may issue and make applicable on the Service Provider from time to time including but not limited to Service Provider Panel Terms of Use of the Platform which are applicable to the Service Provider.
13. **"Service(s)"** shall mean the Service(s), made available by the Service Provider through the Ornashine Platform for sale to the Users on Ornashine.
14. **"Service Provider Panel"** shall mean a web page / account on the Platform provided by Ornashine to the Service Provider with a unique login id and password to update the various details of the Products on the Platform.
15. **"Service Provider Proceeds"** shall mean the net amount receivable by the Service Provider from Ornashine after deduction specific charges (if any).
16. **"Selling Price"** shall mean List Price less any discount (if any) shall be decided by the Ornashine for all the designs listed by the Service Provider and which is the final price of the Product in INR that Buyer pays. Service Provider has no Roal in deciding the price of the designs/product listed on Ornashine e-commerce.
17. **"Term"** shall mean the period starting from the Effective Date of this Agreement by the Service Provider till the termination of this Agreement in accordance with Clause 11 provided below.
18. **"Transaction"** shall mean a transaction done by the Buyer for purchase of Products/designs offered by the service provider through the Platform.
19. **"Territory"** shall mean the Republic of India.

## 2. SERVICE PROVIDER REGISTRATION

1. Use of this marketplace for the Sale of Products through the Platform is limited to the Service Provider who can lawfully enter into legally binding contract and has completed the registration process and provided relevant details as required by Ornashine. Service Provider represent that Service Provider, in Service Provider's individual capacity and/or as an authorized representative of the entity (i.e., is eligible to legally bind the said entity) by registering as a Service Provider on the Platform and further represents that the Service Provider is competent to contract, is at least eighteen (18) years of age, is of sound mind and is not disabled by any Law in India from entering into this Agreement.
2. Service Provider also represent that the Service Provider has provided to Ornashine, Service Provider information such as name, address i.e. address of registered office and principal place of business, contact details, email address, mobile / Land line No, bank account details, PAN No., Goods & Service Tax Registration/declaration, and other compliance related details through the Service Provider (Vendor) Registration Form and that such information is true and correct as on date and the Service Provider undertakes to keep the same updated at all times during the subsistence of this Agreement.
3. Service Provider will be responsible for maintaining the confidentiality of the Service Provider Panel and the information provided therein, and shall be fully responsible for all activities that occur under Service Provider's Service Provider Panel. Service Provider shall neither disclose nor part with the Service Provider Page credentials to anyone including any third party aggregators for the purpose of managing Service Provider's inventory and fulfilling Service Provider orders. Service Provider agree to (a) immediately notify Ornashine of any unauthorized use of Service Provider's account information or any other breach of security, and (b) ensure to log out from the Service Provider Panel at the end of each session. Ornashine cannot and will not be liable for any loss or damage arising from Service Provider's failure to comply with this Section. Service Provider shall be solely responsible for any losses, damages as may be incurred by Ornashine or any other user of, or visitor to, the Platform due to authorized or unauthorized use of Service Provider Panel as a result of Service Provider's failure in keeping the Service Provider Panel and the account information secure, absolute, correct and confidential.
4. Service Provider agrees and undertakes that Service Provider shall access Service Provider Panel of Ornashine only from the website having url [www.Ornashine.com/wp-admin](http://www.Ornashine.com/wp-admin) and shall not access the Service Provider Panel of Ornashine through the website of any third party aggregators by sharing the Service Provider Panel credentials given to the Service Provider by Ornashine.
5. Service Provider agrees that as a registered Service Provider of the Platform, Service Provider shall not transfer / sell / trade the Service Provider Panel to any other person or entity.
6. Ornashine reserves the right to determine the Service Providers who may provide the designs on the Platform. Ornashine also reserves the right to suspend access to registered Service Providers to the Platform and the Service Provider Panel, or to terminate such access granted under this Agreement, without assigning any reasons thereto. Ornashine also reserves the right to select / delist the designs displayed/offered for sale or to be displayed/ offered for sale on the Platform.

### **3. SERVICE PROVIDER OBLIGATIONS -**

## **A. Providing the All Necessary Files for Manufacturing the Product**

1. Service Provider shall upload the Product/Jewellery designs for the sale on Ornashine in the appropriate category, through the Service Provider Panel. Service Provider shall also be required to provide all Catalogue details along with the CAD (Computer Aided Design) File's and confirms and acknowledges that such Catalogue details shall be in compliance with all applicable laws including but not limited to the Legal Metrology Act.
2. Service Provider represent that Service Provider shall provide accurate and complete Product information on the Service Provider Panel/Platform. The Product description shall not be misleading or in violation of any legal provision. If the sold Product does not match the Product CAD (Computer Aided Design) File's used in the manufacture of that product or if the Service provider is not able to provide the genuine/correct CAD File of that product, the commission of the Service Provider for sell of that product will be declined/reversed & will not be paid. Service provider is also responsible for compensate and indemnify Ornashine of any entailing legal consequences or otherwise losses suffered by it.
3. Service Provider shall be responsible for ensuring that the Service Provider Panel is updated and reflects the real-time availability / non-availability of the designs listed on the Platform. If Service provider is not able to provide the required thing (CAD File) within the required time limit for the Manufacturing of the Product, Ornashine will take the help of any third party for Creation of that CAD File again & the charges paid to that third party will be deducted from the commission of the Service provider.
4. Ornashine shall also not be responsible for claims made by Buyers for inaccurate Product details that are displayed on the Platform due to any negligence / default on the part of Service Provider, it's the duty of service provider to provide updated and accurate necessary product information while listing the various designs on platform. Service Provider shall be required to provide in advance the CAD files of the Product's listed on the Platform or if asked to provide by platform or order placed of the same then within 24Hour's of the intimation the CAD files of the Product's shall be provided, for successful Manufacturing & fulfilment of orders by Ornashine.
5. Service Provider shall not attempt to list any designs which can't be practically manufactured or has some limitation in manufacturing it. Ornashine shall be entitled to block all such products and shall also have the right to suspend or terminate the Service Provider's access to the Ornashine Panel and the Platform and/or terminate this Agreement forthwith.
6. Every Service Provider which are desire to use the Ornashine platform for listing his various Precious Jewellery designs, if approved by Ornashine will get an panel having unique identity number which makes him distinct from the other service providers.
7. When a Buyer elects to purchase a product through the Platform, the necessary intimation of the order so received will be reflected in the Service Provider Panel and Service Provider hereby shall provide the CAD file of that Product to Ornashine as per the prescribed mode for the manufacturing & successful delivery of the same within time to the buyer. Service Provider understands, agrees and acknowledges that Ornashine is an platform which facilitates the service provider to list their various precious jewellery designs for sale on behalf

of Ornashine and when any Buyer purchase the jewellery listed on website or on any other application of Ornashine , then Ornashine will receive the money and act as the seller of the product & Service provider on whose designs the order has been placed by the buyer, will get an commission i:e Ornashine Panel commission i:e **1%** of Sale Price of Product (Excluding Tax) on every order placed on Ornashine & its other application (if any) and that there is no private/separate sale between the Buyer and service provider; and it shall be a transaction between the Ornashine and Buyer and Service Provider shall not be a party to the same.

8. The Online Ornashine Panel commission earned by service provider will be paid to him by Ornashine within 30 days from the date of order Dispatched and if as per the policy the product get returned/exchanged by the buyer then the amount of commission paid will be taken back or reversed back in the panel of service provider.
9. For all Orders placed on the Ornashine website or on any other application, payments shall be collected by Ornashine, in the mode (i.e., payment gateway or cash on delivery) as opted for by the Buyers and service provider shall have no interest in that payment received.
10. On the Buyer making the payment of the Selling Price through the payment gateway provided on the Platform or opting for cash on delivery, Service Provider will be intimated of the same for the calculation of its Ornashine Panel commission through the Service Provider Panel.
11. Ornashine shall provide the necessary backend infrastructure for capturing the Buyer/order details placed on Service Provider. Orders placed by the Buyer will be forwarded to Service Provider/reflected in the Service Provider Panel. Service Provider shall provide the CAD file of that product to the Ornashine. For manufacture and dispatch the Product(s) to the Buyer.
12. As the service provider is just providing the jewellery designs to buyer through Ornashine platform hence they are not selling any product to the buyer therefore Service Provider shall not issue any Invoice in the name of the Buyer, Ornashine will raise the invoice which shall be sent to the Buyer along with the Product.
13. Service Provider will receive the online OrnaShine Panel commission subject to the deduction of the TDS (Tax Deduction at Source) or other Tax applicable in country subject to any amendment happens time to time. Service provider shall maintain the records in respect of the Transactions through the Platform.
14. Service Provider shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000, Rules and Guidelines framed there under as applicable and amended from time to time, Legal Metrology Act, 2009 related rules and Guidelines and also all applicable domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in force), including the guidelines issued from time to time by Department of Industrial policy and Promotions and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to GST,, Income Tax, Custom Duty, Local Levies) regarding Service Provider's listing, and sale services through the Platform. Service Provider shall ensure not to list or engage in any transaction in an service, which is unlawful, illegal or prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

15. **In case of Designs and in case if the same is applicable to the Service Provider,**

1. **13.1** The Service Provider shall ensure that designs uploaded by them shall not violate the provisions of trademark, copyright or other intellectual property rights, in particular ensure that if any of Service Provider Products and/or Services listed on the Platform qualifies as an "Antiquity" or "Art treasure" as defined in the Act ("Artwork"), Service Provider shall indicate that such Artwork is "non-exportable" and sold subject to the provisions of the Antiquities and Art Treasures Act, 1972, and shall ensure that it is not delivered to any Buyer at any place outside India.
2. **13.2** The Service Provider shall ensure that all descriptions, advertisements and labelling ("Product Description") of the Products are in accordance with provisions of all applicable laws, (as may be applicable), notifications issued and the regulations and rules made thereunder for listing, distributing, marketing, offering and exposing for sale and selling the Products on the Platform. The Service Provider confirms that all such Product Descriptions will continue to be in compliance with all applicable laws for so long as the Agreement subsists between the Service Provider and Ornashine .
3. **13.3** Service Provider acknowledges & agree, that every design that he/she will provide, they must have the CAD file of that product that they have to provide/sent/upload as the case may be to the OrnaShine for the manufacturing of the product. In the event of Service Provider being found in violation of this clause, Ornashine at its sole discretion may impose penalty of **INR 2500 or 5%** of amount of the order placed, Whichever is Higher. Ornashine may further decide to suspend Service Provider for further business till he / it pays the so imposed penalty and or damages and Ornashine may also terminate the contract in the event of finding second and subsequent such violations on part of Service Provider. The Service Provider further agrees and understands that it shall be directly liable to face trial or proceeding if any undertaken under any law or under Legal Metrology Act, 2009 and also indemnify Ornashine if it is impleaded in any manner in such proceedings or trials for defaults committed by Service Provider.

**B. RETURN OF PRODUCTS / ORDER CANCELLATION**

15. **Return of the Product / Cancellation of the Order due to any Reason:** Where the Order has been cancelled or the Product has been returned due to any reason, then Ornashine will deduct the commission or adjust that amount in the future payment of the service provider that he has received when originally that order was placed.
16. Service Provider agree and acknowledge that Ornashine shall be entitled to recover/adjust any outstanding amount due and payable by Service Provider to Ornashine under this Agreement from any Service Provider Proceeds payable to Service Provider and Service Provider undertakes not to object to such recovery/adjustment.

17. In the event of any default by Service Provider to deliver the CAD File on time or at all, Service Provider shall immediately update the Service Provider Panel / send an email to Ornashine informing of such non-delivery and the reasons thereof, immediately on the occurrence of such event. In such events, Ornashine at its discretion might cancel such orders and mark them under Service Provider cancellation and can impose the Penalty on the service provider as mentioned in 13.3 Point.

### **C.GENERAL OBLIGATIONS OF THE SERVICE PROVIDER**

21. During the Term, Service Provider shall appoint a representative, who shall be Ornashine's point of contact for any and all matters related to this Agreement.

### **D.OBLIGATIONS OF THE SERVICE PROVIDER ON MALPRACTICE**

26. Service Provider confirms and understands that uploading wrong, fake, duplicate, spurious, counterfeit, damaged, defective, or not able to manufacture jewellery designs through the Platform will cause great prejudice and harm to the reputation and goodwill of Ornashine and may also cause harm and prejudice to the Buyers. Service Provider acknowledges and warrants that Service Provider shall not list/upload any such Jewellery design which may cause prejudice or harm to the reputation and goodwill of Ornashine. Ornashine reserves the right to remove/block any such listings of Products designs including without limitation of termination of this Agreement and impose and deduct from the outstanding payments of the Service Provider without prior consent of the Service Provider or recover damages from the Service Provider if the Service Provider is found to be involved in any malpractice. The Service Provider acknowledges that Ornashine shall impose, deduct or recover Rs.5 Crore or annual Marketplace GMV whichever is higher as damages from Service Provider and terminate the Agreement forthwith without assigning any reason if the Service Provider is found to be indulged / involved in any malpractice. Ornashine reserves the right to adjust the above amount from any amount accrued to Service Provider pursuant to this Agreement.
27. Service Provider undertakes and agrees that product Catalogue listing details on Ornashine Platform shall be true, correct, and duly authorized and shall not be misleading, fraudulent, false, unauthorized, illegal and shall not contain any misrepresentation of facts to induce users to order the Service Provider's jewellery designs listed on Ornashine Platform. If the Service Provider is found to be involved in any such misrepresentation or illegal activity or malpractices, the Service Provider acknowledges that Ornashine reserves its right to terminate this Agreement immediately and claim damages to the extent of Rs. 5 Crore apart from making Service Provider liable for criminal prosecution if any.
28. Service Provider undertakes and agrees that he shall not collude with a User/s or Buyer for the purpose of consumption of any offer including but not limited to cash back amount through false and fraudulent transaction or represent/pose as User/Buyer in order to consume any offer including but not limited to cash back offer of Ornashine. Service Provider further acknowledges and undertakes that he shall not place orders of its own designs listed on Ornashine' Platform either directly or indirectly including through its own or relative's account for earning any cash back offers, etc. In case the Service Provider is found to be

involved in such activity, the same shall amount to malpractice under this Agreement and the Service Provider acknowledges that Ornashine reserves its right to take action as contemplated under sub-clause 3.26 and 3.27 or may recover 2 times of amount of GMV of the product(s) concerned plus the cash back if any offered.

29. Service Provider undertakes and confirms that it deals only in original, legitimate and genuine jewellery designs and in which it owns rights, which are either self-created and/or procured from legitimate channels and in compliance with all the legal requirements. Service Provider further undertakes that it shall not List/upload fake/spurious/non manufactural designs on the Platform. If the Service Provider is found to be listing fake/spurious/non - manufactural designs, the same shall amount to gross violation under this agreement and the Service Provider acknowledges that Ornashine reserves its right to take action as contemplated under sub-clause 3.26 and 3.27 and direct Service Provider to forthwith disable such product from Ornashine' Platform and the Service Provider agrees to abide by such direction and advise of Ornashine and Service Provider would be liable to face further consequences if any thereof. For the purpose of this Agreement, fake/spurious/non authentic products shall means and include but not limited to the following:-
  - a. If the CAD File of the Jewellery ordered by the user is different from that shown/displayed in the image uploaded on the Ornashine Platform by the Service Provider
  - b. If the Service Provider is not authorized to list/upload the design's which may either be branded /non branded
  
31. Service Provider undertakes and confirms that while listing the designs of the Jewellery Product, the Service Provider has CAD file ready of the product as listed on Ornashine. In the event of delay in providing the CAD File to manufacture the product to the OrnaShine or Service Provider fails to provide the Cad File of orders due to non-availability of that file, the Service Provider acknowledges that Ornashine reserves its right to take action as contemplated under sub-clause 3.26 and 3.27.
32. Service Provider acknowledges that Ornashine has the right to cap the maximum no. of jewellery designs that the Service Provider may list in Ornashine Platform.
33. Service Provider acknowledges agrees that Ornashine shall have the right to hold/deduct/adjust Order amount, costs, penalty, expenses along with attorneys fees with respect to any litigation filed against Ornashine by an aggrieved customer or any third party with regard to Service Provider's services the reason for which is attributable to Service Provider.
34. Service Provider confirms that Service Provider shall not create multiple accounts with Ornashine which may lead to misrepresentation of identity of the account holders of those accounts. Service Provider may also not create multiple IDs under the category of user/Buyer wherein the identities of those User/Buyer



accounts do not represent the Service Provider. Service Provider is in gross violation of the Agreement if he holds multiple User/Buyer or Service Provider accounts.

#### **4. PAYMENT TERMS**

1. Service Provider shall not quote the Selling Price for any Product on the Platform.
2. Ornashine shall have the right to amend the service provider Fees percentage applicable to any Product as provided in the Commercial Term Segment, with notice of the same to Service Provider by way of an email and/or a notification on the Service Provider Panel detailing such modifications/ amendments/ revisions to the Ornashine Fees. It shall be the Service Provider's responsibility to review the emails / notifications by Ornashine from time to time. Service Provider's continued use of Service Provider Panel (including any updated information in Service Provider Panel, listing of designs,etc.) after such modifications/ amendments/ revisions of the service provider Fees shall be deemed as acceptance of such modifications/ amendments/ revisions.
3. The Selling Price in respect of a Product purchased by a Buyer shall be received in full by Ornashine either through the online system, i.e., the payment gateway offered by Ornashine on the Platform, or by way of cash on delivery
4. Ornashine will deduct the TDS (when becomes mandatory) or any other taxes applicable/amended from time to time as per the notification by the Government Of India, from the amount payable to the Service Provider.
5. Ornashine shall release the payment of the Service Provider within thirty days from date of confirmation of delivery of Product to the Buyer, after deducting any other applicable Fees and applicable taxes, as per the Term Segment.
6. Service Provider agrees that Ornashine shall, at all times, have the right and option to deduct / adjust any payments due to, or from, Service Provider in one transaction, against any payments due to, or from, Service Provider in other or previous transactions.

#### **6. REPRESENTATIONS AND WARRANTIES**

The Parties hereby represent and warrant to each other as under:

1. The Parties have all requisite power and authority, are legally competent to enter and execute the Agreement, deliver and perform their obligations under this Agreement and have been fully authorized by all requisite corporate actions to do so; and
2. The execution and performance of this Agreement by either Party does not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement.
3. The Service Provider undertakes that, at all times during the Term of this Agreement, it will:

- a. abide and be bound by the terms and conditions of the Agreement, the Ornashine Policies and the other Platform policies, as may be applicable to the Service Provider;
  - b. not to offer for sale/sell/deliver any Banned Products or refurbished Products or to which he has not rights to, on the Platform;
  - c. deliver the CAD File to the Ornashine in a timely manner consistent with the terms of this Agreement; and
4. The Service Provider represents and warrants that
1. **5.1** The Service Provider is competent to contract and is not disqualified from contracting under any law in India.
  2. **5.2** The Service Provider has and shall maintain all licenses and registrations required for listing/uploading the jewellery designs online or otherwise during the Term.
  3. **5.3** the Service Provider shall not describe himself/itself as an agent or representative of Ornashine or make any representations to any Buyer or any third party or give any warranties which are of such a nature that Ornashine may be required to undertake, or be liable for, whether directly or indirectly.
  4. **5.4** the Service Provider shall not, during the Term, offer the Products listed on the Platform, to any other website or through any other platform, at a price which is less than the Selling Price, as listed on the Platform.
  5. **5.5** the Service Provider shall not, at any time during the Term, transact with any Buyer directly in connection with the Order through the Ornashine Platform.
  6. **5.6** There are no restrictions, hindrances or encumbrances of any nature which, in any manner, restrict the performance of the obligations by the Service Provider under this Agreement.
  7. **5.7** The Service Provider shall be responsible for payment of the Service Provider's own taxes and any taxes/levies/cess applicable on providing the service through the Platform, and shall indemnify and hold harmless, Ornashine, from any liability in this regard.
  8. **5.8** It deals only in original, legitimate and genuine designs which are either self-created and/or procured from legitimate channels and in compliance with all the legal requirements. The Service Provider further declares that it shall not violate the intellectual property rights of any third party and shall be solely responsible for any breach or violation of such intellectual property rights, and shall keep Ornashine indemnified against any claim or damage arising out of such breach.
  9. **5.9** The content of the Products, the text descriptions, graphics or pictures ("content") in respect of the Catalogue regarding the Product being uploaded on the Platform, shall not be obscene, libelous, defamatory or scandalous or which is capable of hurting the religious sentiments of any segment of the population or constitute an infringement of any intellectual property rights of any person or entity and that the Service Provider grants Ornashine non-exclusive, royalty free and irrevocable rights to use, display, store, reproduce, publish, transmit, cache the said content.
5. Service Provider agrees, acknowledge and understand that:

1. Service Provider is using the Platform provided and owned by Ornashine;
  2. The permission granted by Ornashine to use the Platform as an online OrnaShine Panel is on a non-exclusive basis;
  3. Ornashine reserves the right to deny access to, or revoke, such permission to use the Service Provider Panel and/or Platform at any time;
  4. Ornashine shall have the right to remove the listing of Service Provider Jewellery designs being offered for sale by OrnaShine;
  5. Any and all data derived as a result of this Agreement will be owned by Ornashine and Service Provider shall have the right to utilize such data for the duration of the Term of this Agreement to fulfill Service Provider's obligations hereunder; and
  6. For the duration of the Term, the Platform shall be maintained by Ornashine. The ownership of the Platform shall vest with Ornashine and Ornashine shall make its best efforts to deal with any technical issues affecting the Platform (such as, for instance, the Platform becoming inoperative). Ornashine does not warrant that the Service Provider will be able to use the Platform and offer for sale the Service Provider's Products at all times or locations on the Platform or that the Platform and the services provided through the Platform will be uninterrupted or error-free or that the defects will be corrected by Ornashine.
7. Except as agreed to by the Parties, the data of Buyers will be the exclusive property of Ornashine, and Service Provider will not use the same for Service Provider's own purpose or distribute or sale or use such data in any form or means except for the purpose of this Agreement and shall keep it confidential at all times.
  8. In the event of any breach or delay in the fulfillment of Service Provider's obligations by Service Provider, due to any reason, Ornashine shall not be held liable/responsible. Ornashine shall not be liable for the sale of the Products by Service Provider through the Platform or for any loss incurred by Service Provider or the Buyer therefrom.
  9. The Service Provider represents that the Service Provider shall not, at any time, use any intellectual property of Ornashine in any manner without the prior written consent of Ornashine. The Service Provider also represents that the Service Provider shall not purchase any Ornashine metatags on the Internet without the prior written consent of Ornashine.
  10. Service Provider agree that Service Provider will abide by and be bound by the terms and conditions of this Agreement and Ornashine Policies, including any amendments thereto made by Ornashine from time to time which may be made without notice to Service Provider.
  11. The Service Provider represents and warrants that if Service Provider is found indulging in providing of false or misleading information or provision of defective or counterfeit Products, then Ornashine may initiate civil and/or criminal proceedings against the Service Provider and Ornashine may, at its sole discretion, suspend, block, restrict, or cancel the Service Provider's registration on the Platform and /or disqualify / bar the Service Provider from listing the designs on the Platform.

## **7. INTELLECTUAL PROPERTY RIGHTS**

1. Both Parties agree that the brands/logos, trademarks, etc., belonging to each Party are the exclusive property of the respective Party and cannot in any circumstances be used, or copied, or altered in any manner which is identical/similar the brands/logos/trademarks of the other Party without being specifically authorized in writing by that other Party. Service Provider recognizes and confirms that Ornashine has the exclusive right to supervise, allow and reject the contents of the Platform. Ornashine shall not be liable for contents and images shared, uploaded or displayed on the Platform by the Service Provider regarding the Service Provider's Products and all consequent liability will be borne by the Service Provider only.
2. Service Provider hereby grants to Ornashine the right to display/delist the Jewellery Designs (as updated or to be updated by Service Provider on the Service Provider Panel at any/all times) along with the related logo and/or trademark and/or brand name, etc., of the Designs for marketing/selling through the Platform
3. Service Provider hereby authorize Ornashine to use and include Service Provider's trademarks (as may be provided by Service Provider from time to time) and Service Provider's corporate name on the Platform and in any directory or promotional material produced in connection with the promotion of the Platform or the Products offered by Service Provider on the Platform.
4. In the event the Service Provider has availed the Brand Store Facilities from the Ornashine, the Service Provider thereunder authorizes Ornashine to list its authorized dealers/distributors with the said Brand Store under the Service Provider's logo or trademark or Brand Name etc. Under Legal Definite Agreement with the said Dealers or Distributors If any of the Dealers or Distributors violates, infringes, indulges in any malpractices, Ornashine reserves the right to suspend, delist, block the said Dealer or Distributer including without limitation the Service Provider from the Platform.
5. Service Provider acknowledges that Ornashine is a Prior product seller manufactured with respect to the Designs listed on the Platform. However, on receiving written notification of any alleged infringement of third party intellectual property rights due to display or sale of any Products/third party trademark or copyrighted matter on the Platform (including availability or sale of counterfeit goods on the Platform), Ornashine may, at its own discretion, remove / delist the allegedly infringing Products / content from the Platform, with or without prior notice to Service Provider.

## **8. ANTI BRIBERY AND ANTI CORRUPTION POLICY AND INTERESTED PARTY DISCLOSURE**

1. The Parties agree to conduct all their dealings in a very ethical manner and with the highest business standards. The Service Provider agrees to comply with Anti-Bribery and Anti-Corruption Policy and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with Ornashine or any other third parties for the purpose of this Agreement. Any instances of such violations will be viewed in a serious manner and Ornashine reserves the right to take all appropriate actions or remedies as may be required under the circumstances.

The Service Provider will provide all possible assistance to Ornashine in order to investigate any possible instances of unethical behavior or business conduct violations by an employee or hired person of the Service Provider.

2. Service Provider represents and warrants that, except as disclosed to Ornashine,
  1. No employee, officer, director, or direct or indirect owner of Service Provider is a government official, political party official or candidate, or an immediate family member of such an official or candidate.
  2. None of his family member or direct relative(s) is an existing employee of Ornashine and shall disclose the same in the event such family member or direct relative is an existing employee of Ornashine.

In the event that during the Term there is a change in the information contained in this sub-clause, Service Provider agrees to make immediate disclosure to Ornashine, and in that case, Ornashine reserves the right to immediately terminate this Agreement by written notice.

## 9. INDEMNIFICATION

1. The Service Provider agrees and undertakes to indemnify and to hold harmless Ornashine, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys fees) incurred by reason of (i) any breach or alleged breach by the Service Provider of the Service Provider's obligations, representations, or warranties hereunder; (ii) any violation by the Service Provider of applicable law or regulation (including law governing information technology, money laundering, data protection and consumer protection); or (iii) any breach by the Service Provider of any Ornashine Policies.(iv) Any fraud, willful default, gross negligence, misrepresentation by the Service Provider, and (v) Any violation of third Intellectual Property Rights (vi) any claim made by OrnaShine for inaccurate CAD file availability whose designs are displayed on the Platform due to any negligence / default on the part of Service Provider
2. Additionally, the Service Provider shall, at all times and to the complete satisfaction of Ornashine and without demur, at its own expense, indemnify, defend and hold harmless, Ornashine and its officers, directors, employees, associates successors, representatives and agents, against any third party claim, demand, suit, action or other proceeding brought against Ornashine or its directors, successors, representatives, agents, officers and employees and against all penalty, damages, awards, settlements, liabilities, losses, costs and expenses related thereto (including attorneys' fees) to the extent that such claim, suit, action or other proceedings are, directly or indirectly, based on or arise on account of the Products and their content, or any breach of any of the terms and conditions of this Agreement by the Service Provider or failure of the Service Provider in the performance or observance of its role, functions, responsibilities as specified herein, or the breach of the Service Provider's representations and warranties as contained in this Agreement, even after the termination of this Agreement.

## 10. LIMITATION OF LIABILITY

TO THE GREATEST EXTENT PERMISSIBLE UNDER LAW, ORNASHINE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF PROFITS, BUSINESS, REVENUE AND/OR GOODWILL. THE MAXIMUM AGGREGATE LIABILITY OF ORNASHINE SHALL BE LIMITED TO INR 1,000 (INR ONE THOUSAND ONLY).

## 11. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

1. Term: Agreement shall come into force on the Effective Date and shall continue unless terminated as per terms of this Agreement.
2. This Agreement may be terminated by Ornashine, with immediate effect:
  - a. if Service Provider are in breach of any of its obligations, gross violation of terms, found to be involved into any malpractice as explained herein above, found in breach of representations or warranties, or any other material terms as contained in this Agreement and/or any of the Ornashine Policies;
  - b. if a petition for relief under any bankruptcy or insolvency is filed by or against Service Provider or Service Provider makes an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed.
3. Ornashine also has the right to suspend Service Provider's access to the Service Provider Panel (instead of terminating the Agreement) for any period of time (during which time period Service Provider shall not be permitted to sell Service Provider's Products on the Platform) on the occurrence of any of the termination triggers specified in Clause 13.2 above or without any reason.
4. Notwithstanding anything contained under this Agreement, any Party may terminate this Agreement for convenience upon in writing advance notice of thirty (30) days to other Party.
5. On termination of this Agreement:
  - a. Ornashine will, with immediate effect, block Service Provider's access to the Platform and consequently, Service Provider shall not be able to list any Products Designs on the Platform thereafter and shall not have the right to re-register himself /itself as a Service Provider on the Platform at any time after such termination, unless Ornashine, in its discretion, permits such re-registration;
  - b. Service Provider shall return to Ornashine all the confidential information of Ornashine and all other properties and materials belonging to Ornashine. Where the confidential information cannot be returned in material form, Service Provider shall destroy all of Ornashine's confidential information and shall provide Ornashine with a certificate of destruction with respect to the same.
6. It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.
7. On the termination of the Agreement, Service Provider will be entitled to only the Service Provider Proceeds which have become due to Service Provider on account of any purchase of the Products, made through the Platform, prior to

the date of termination of this Agreement. Ornashine shall be entitled to adjust any monies, due from Service Provider to Ornashine till the date of termination, from the Service Provider Proceeds payable to Service Provider on termination.

8. Without prejudice to the foregoing, the termination of this Agreement pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which either Party may have, arising out of the event which gave rise to the right of termination.

## 12. GENERAL TERMS

1. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:** If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by Ornashine. Arbitration shall be held at Agra Uttar Pradesh, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties. The Agreement shall be governed by and construed in accordance with the laws of India. The courts of Agra Uttar Pradesh, India, shall have exclusive jurisdiction in connection with this Agreement.
2. **CONFIDENTIALITY:** The parties shall not at any time divulge, or allow to be divulged to any person, any Confidential Information unless the said information comes in public domain without breach by either Party however, no party shall be precluded from disclosing any information to the extent required in the legal proceedings. Confidential information would include but not be limited to Buyer details, market information, all work Products and documents related thereto, the contents of the Platform or any other information which is treated as confidential by Ornashine, and any other information, whether oral or in writing, received or to be received by Service Provider which is agreed to be treated under the same terms, whether expressly or by implication. The obligations under this Clause shall survive the termination of this Agreement
3. **FORCE MAJEURE:** No Party shall be liable for failure to perform its obligations due to Force Majeure.
4. **NOTICES:** to be served by email or post to the addresses as stated above.
5. **ASSIGNMENT:** Service Provider shall not have the right to assign this Agreement without the prior written consent of Ornashine. Ornashine shall always retain the right to assign the services provided by it under this Agreement for such remaining period of the Agreement, to any of its chosen subsidiaries, affiliates, associates and there would be no new agreement between the new acquirer and Service Provider for the services provided by Ornashine under this Agreement. Ornashine shall however intimate the same to the Service Provider either through a notice on Ornashine Platform, by email or send a written notice of the above to Service Provider.. This Agreement shall apply to and bind any successor or permitted assigns of the Parties hereto.
6. **MODIFICATION:** Shall be effective or binding if agreed in writing by authorized representatives.
7. **EXCLUSIVITY:** Service Provider agrees that Jewellery designs list by them will be launched exclusively at Ornashine Platform and shall exclusively

available at Ornashine Platform for a period of 3 months from launch of Service Provider's service. Upon expiry of the period of exclusivity, both the parties may at their sole discretion mutually agree on extension of such exclusivity period. However, if Service Provider enters into an agreement with other website or platform upon expiry of the exclusivity period, Service Provider will inform Ornashine 25 (twenty five) days in advance before entering into any such arrangement.

8. **RELATIONSHIP:** Principal to Principal basis and shall not be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner.
9. **ENTIRE AGREEMENT:** This Agreement, including Annexure and T & C added from time to time, shall constitute entire and final agreement between Service Provider and RKD Jewels Private Limited with respect to the subject matter covered herein.
10. **SURVIVAL:** Any and all obligations under this Agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive
11. **SEVERABILITY:** If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision of the agreement will not affect the validity or enforceability of the remaining provisions of this Agreement.
12. **NON WAIVER:** No waiver, by either party, of any provision of this Agreement shall, in any event, become effective unless the same is in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.
13. **RECORDS:** Service Provider agrees that at all times during the term of this Agreement, shall maintain appropriate records relating to transactions covered under this agreement and shall allow RKD Jewels Pvt Ltd to examine, inspect, audit, and review all such records and any source document pertaining to the transaction covered under this Agreement upon written notice to Service Provider at least five (10) business days prior notice.
14. **AMENDMENT:** Ornashine may amend the terms and conditions of this Agreement including the Commercial Term Segment and the Ornashine Policies at any time in its sole discretion by intimating Service Provider by way of notification on the Service Provider Panel and/or by sending an email to the email ID provided in the Service Provider Registration Form. It is Service Provider's responsibility to review amendment notifications from time to time. Service Provider will be deemed to have accepted such amendments, if Service Provider continues to access the Platform/Service Provider Panel after the amendments are notified by Ornashine. If any terms of this agreement conflict with any other document/electronic record, the terms and conditions of this agreement shall prevail, until further change / modifications are notified by Ornashine.
15. **COMMUNICATION:** Service Provider gives explicitly consent and allows Ornashine to send the messages/ communication on email or mobile from time to time.
16. **e-Agreement:** Service Provider hereby agrees and undertakes that Service Provider is legally entitled and eligible to enter into this e-Agreement and further agrees and undertakes to be bound by and abide by this Agreement and the person accepting this Agreement by and on behalf of the Service Provider



is authorised representative of the Service Provider and is entitled and is legally authorised to bind the Service Provider on whose behalf this Agreement is being accepted.

### **Annexure 1**

(i) Any Product or service which is not related to the Precious Jewellery Sector / Jewellery Industries ; (ii) Any product or service, which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the all laws of India.

### **Commercials Term Segment**

#### **Ornashine Fees:**

1. One time Registration Fees: Nil
2. Listing Fees: Nil
3. Cataloging Fees: Nil