

TERMS OF USE

This document contains the Terms and Conditions of use (“Terms”) which is an electronic record pursuant to the provisions of the Information Technology Act, 2000 (“IT Act”), General Data Protection Regulations (“GDPR”) and Personal Data Protection Regulations (“PDPR”) and rules made thereunder. Further, this electronic record is generated by a computer system and does not require any physical or digital signatures.

GENERAL

The domain, www.thenewshop.in along with its mobile application available on iOS and Android or any other operating system (hereinafter collectively referred to as the “Platform”) is owned, managed and operated by Accelerate Productx Ventures Private Limited, a company incorporated under the Companies Act 2013, having its registered office at C-39, East of Kailash, New Delhi-110065 (hereinafter collectively referred to as “New Shop”, “we”, “us” or “our”). For the purpose of these Terms herein, wherever the context so requires the term, “you”, “your”, or “user”, shall mean any person who visits, browses, uses or accesses the Platform or avail any of the Services (as defined below). New Shop is engaged inter-alia in the business of (i) development of software and hardware for inventory management, point of sale, automation, vendor management and e-commerce mobile applications; (ii) sourcing products from vendors and selling them to third parties and/or subsidiaries; and (iii) franchising/licensing New Shop System and Trademarks for operations of retail stores under the name and style of “New Shop” (the “**Business**”). The Platform enables and facilitates franchising/licensing New Shop system and trademarks for operations of convenience retail stores under the name and style of “New Shop” indulged in buying and selling of daily essential goods and all the products classified under the Food Safety and Standards Authority of India (“FSSAI”) between us and the customers (“Services”). It is clarified that by accessing, or using our Platform, you acknowledge that you have read, understand/understood, and agree to be bound by these Terms and to comply with all applicable laws and regulations. Further you are deemed to have agreed to these Terms and all the policies of New Shop. In case you do not agree to the following Terms of use, without any limitation or exclusions, you must refrain from accessing or using the Platform in any manner. The Terms contained in this electronic record read with the privacy policy of New Shop, as available and uploaded on the Platform, or any other specific terms and conditions, as applicable or relating to the Services provided on the Platform which are incorporated herein by reference, shall constitute the entire legally and binding agreement between you and New Shop in connection with your access, usage, visit or use of the Platform for availing the Services, in any manner. You are requested to read these Terms carefully before accepting the same and moving forward to using and accessing the Platform or availing any of the Services. It is hereby clarified that the New Shop may, with or without a notice, at any time, revise these Terms and any other information contained on this Platform. New Shop may also make improvements or changes in the products, Services, or any other information described on this Platform at any time with or without any notice. New Shop reserves the right to change, modify, amend, or update the Terms, at its discretion, from time to time and such amended

provisions of the Terms shall be effective immediately upon being posted/ uploaded on the Platform.

CONDITIONS TO USE PLATFORM

By accessing or availing the Services of the Platform, whether or not for provisions of availing any of the Services on the Platform, you represent, warrant and give New Shop the consent that you are at least 18 (eighteen) years of age. Individuals who are under the age of 18 (eighteen) may use or visit the Platform or avail the Services of the Platform, they shall do so only with the involvement and/ or guidance of their parents and/ or legal guardians, under such parent/legal guardian's supervision and control. We reserve the right to deny use/ access to any to and/or exclude from our Platform, any person in our absolute discretion and we also reserve the right to suspend, revoke or amend your use/membership in our absolute discretion. Further, the use and access to the Platform can be availed only to such individuals who can form and enter into a valid 'contract' as per the conditions provided under Indian Contract Act, 1872 ("ICA"). You agree that you will act lawfully, diligently and honestly at all times when you access and use the Platform and/or avail the Services and will comply with all laws, rules, regulations, legislations, notifications, circulars, guidelines, standards, codes, policies, orders, approvals, ordinances, judgments, decrees, injunctions, writs, arbitral award, bye-laws, or any similar form of decision, determination, or adjudication having the force of law, as amended from time to time, applicable to your use of the Platform and/or availing the Services. You agree that you will not interfere with, jeopardize, disrupt or harm the Platform and/or Services and that you will not intercept, expropriate, re-use, steal or re-utilise any system, data, photographs or information comprised in or provided to you via the Platform and/or Services and at all times comply with the Terms and New Shop's policies. We shall provide you with any help you may reasonably require to access the Platform but we shall not be responsible if you are unable to access any section of the Platform or any of the Services for any reason. We do not guarantee you access to the Platform at any time and all times. We do not guarantee that while you are accessing the Platform, your access shall be uninterrupted, without delay/interference, secure and/or error-free or operate as set out and anticipated in these Terms. Accordingly, we reserve the right, at any time, to suspend or discontinue the Platform and/or any of the Services for any reason without incurring any liability or obligation to you. The information and Services may not be used for any illegal purpose. You may not access our networks, computers, or the information and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any information or Services, other accounts, computer systems, or networks connected with the Platform, the information, or Services.

CODE OF CONDUCT

Under these Terms, the user agrees not to host, display, upload, modify, publish, transmit, update or share any information that: (a) belongs to another person and in relation to which it does not

have any right of use; (b) infringes intellectual property rights (including any patent, trademark, copyright or other proprietary rights) of any person and privacy rights of any person; (c) is false or misleading in any way; (d) violates any law for time being in force; (e) harasses or advocates harassment of another person; (f) involves the transmission of “junk mail”, “chain mail” or unsolicited mass mailing or “spamming”; (g) promotes illegal activities or abusive, obscene, defamatory or libelous conduct; (h) solicits gambling or engages in any gambling activity which is or could be construed as being illegal; (i) harms minors in any way; (j) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to “indecent representation of women” within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; (k) deceives or misleads the other Users of the Platform about the origin of messages or communicates any information which is grossly offensive or menacing in nature; (l) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; (m) promotes an illegal or unauthorized copy of another person's copyrighted work; (n) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone; (o) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses; (p) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and (q) refers to any platform or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, application, software contains content that would be prohibited or violates the letter or spirit of these Terms. You agree that you shall not attempt to gain unauthorized access to any portion or feature of the Platform or any feature pertaining to availing of Services or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the product/Services offered on or through the Platform, by hacking, password “mining” or any other illegitimate mean. You agree that you shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other user or visitor to Platform, or any other client/customer/user/member of Platform including any account on the Platform not owned/operated/managed by you, to its source, or exploit the Platform or any product/Services or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform. You agree that you shall not make any negative, denigrating or defamatory statement and/or

comment about the Platform or otherwise engage in any conduct or action that might tarnish the image or reputation of New Shop, Platform or other users on the Platform or otherwise tarnish or dilute any of New Shop Services or the name as may be owned or used by the Platform. You agree that you will not use the Platform or any content thereof for any purpose which is unlawful or prohibited by the Terms or to solicit the performance of any illegal activity or other activity which infringes the rights of New Shop/Platform, its customers and/or others third parties. You agree that you shall, at all times, ensure full compliance with the applicable provisions of the IT Act, and the rules thereunder as applicable and as amended from time to time and, also all applicable laws, rules and regulations and international laws, statutes, ordinances and regulations while availing the Services. The user shall indemnify and hold harmless the New Shop, Platform, its owners, licensees, affiliates, subsidiaries, employees from all losses, claims, damages, penalties, costs, expenses, demands suffered or incurred by the Platform due to or arising out of breach of these Terms and other policies of New Shop/Platform.

USER'S CONSENT

It is hereby clarified that when the user avails the Services or places an order on the Platform, it shall be deemed that the user is interested in availing the Services and has given his/her consent/permission to the Platform to use his/her information for delivery and payment purposes. Before posting any form of content/ information on the Platform, the user must verify the truthfulness and authenticity of the particulars of the content/ information, including the time, place and nature. If any order is cancelled or the delivery executive is not able to find the address of the user due to any incorrect information provided, New Shop has right to cancel the order it and may or may not issue the refund for the same. In case any content/ information is considered to be unlawful or against the law within any jurisdiction in which the Platform can be seen and accessed, it shall be removed forthwith by us on being intimated by the authorities of the respective jurisdiction that such content is deemed unlawful. We cannot be held liable or questioned for the same.

PAYMENT TERMS

Please note that the Services on the Platform are chargeable as may be specified from time to time. We shall inform you about the applicable charges for the goods on the Platform itself. However, it is to be noted that in respect of the Services, you will be required to make payment only when you actually avail Services. For the purpose of making payments, the user can make payments via any one of the following methods of payment: Credit/Debit Card; Net Banking; UPI or Wallets Any other method as specified by New Shop. Please note that in the event of any loss or damage arising directly or indirectly to the user on account of lack of authorization for any transaction or any other issue whatsoever arising in respect of the transaction and/or the decline of the transaction for any reason whatsoever, New Shop/Platform shall not be held liable. It is agreed between the parties that all payments made against the Services on the Platform shall be in INR and New Shop/Platform shall not facilitate transaction with respect to any other form of currency for the

payment to be made to avail the Services. Any payment in respect of Services shall be subject to applicable tax laws of India.

INTELLECTUAL PROPERTY RIGHTS

You understand and agree that all the content/ information on the Platform is the proprietary material of New Shop, unless attributed otherwise, and that ownership of the same is vested solely and absolutely in New Shop. For the purpose of these Terms, the “Content” shall be deemed to include: New Shop’s trademarks, service marks, symbols, logos, graphical content, representative material, Platform’s addresses and URLs, trade names, corporate names and all translations, variations, derivative material, in addition to all goodwill associated therewith and all applications, registrations and renewals in connection thereto; All works on the Platform and associated copyrights including moral rights and author’s rights and all applications, registrations and renewals in connection thereto; Platform’s software and related algorithms, data, machine code, source code, programs and the specifications relating thereto; and All proprietary rights relating to any data or information on the Platform irrespective of whether such proprietary right is protected or whether it is capable of protection.

TERMINATION

You agree that, New Shop, in its sole discretion and for any, including interalia without limitation breach of these Terms, may terminate your access to and use of the Platform, at any time. You agree that any termination of your access to the Platform may be effected without prior notice, and in this respect New Shop/ Platform shall not be liable for any such termination. Your right to use the Platform immediately ceases upon termination of your access/use of the Platform. The provisions of these Terms shall continue to apply until terminated by either of the party. In case of user wanting to terminate these Terms, he/she may do so by: (i) not accessing the Platform; or (ii) by intimating the New Shop/Platform. We reserve the right to, at any time, and with or without notice, terminate these Terms against each of the users, if there is:- Breach of any of applicable law(s) or the provisions of these Terms or the terms of the privacy policy or any other terms, conditions, or policies that may be applicable to the User from time to time (or have acted in a manner that clearly shows that the user does not intend to, or are unable to, comply with the same); or Platform is unable to verify or authenticate any information provided to the Platform by the user; We believe, in our sole discretion, that the user’s actions may cause legal liability to New Shop/Platform, (or any of its affiliates, independent contractors, service providers, licensors, agents, and representatives) or are contrary to the interests of the Platform; We are required to do so by law; or If the user fails to provide (or after providing such consent, later revoke) the consents necessary or desirable for New Shop to provide the Services to the user.

LIABILITY

In no event shall we, our employees, directors, partners or customers be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including

those resulting from loss of use, data or profits, whether or not foreseeable or whether or not we have been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access of the Platform; availing Services. The limitations and exclusions in this section apply to the maximum extent permitted by applicable law. New Shop/Platform shall accept no liability for any loss or damage suffered due to the user's reliance on the clients' reviews/ testimonials. The user understands and agrees that (i) New Shop/Platform is not involved in providing any other services except for the services defined in these Terms. The Platform is not liable for interaction, communication, dealing and transaction between the user and any third party who is not an affiliate of New Shop. (ii) New Shop/Platform shall not be liable for any content/ information posted, transmitted, exchanged or received by or on behalf of any user or another person on or through the Platform and any unauthorized access to or alteration of your transmission or data; New Shop and the affiliates of New Shop, shall not be responsible for any inaccurate/ incorrect information provided by the user on the Platform. User releases New Shop from any and all liabilities, losses, claims and damages that may arise out of or in connection with the disclaimers as mentioned under these Terms and further agrees to hold harmless and indemnify New Shop in this regard.

DISCLAIMER

The Platform is provided by New Shop on an "as is" and "as available" basis and New Shop makes no representations or warranties of any kind, express or implied, as to the operation of this Platform or the information, content/ information included on this Platform. You expressly agree that your use of this Platform is at your sole risk. New Shop reserves the right to withdraw or delete any information from this Platform at any time in its discretion. To the fullest extent permissible by applicable law, New Shop disclaims all warranties, express or implied. New Shop does not warrant that this Platform, its servers, or email/ other communication sent from the New Shop are free of viruses or other harmful components. New Shop shall not be held liable for any damages of any kind arising from the use of this Platform, including, but not limited to direct, indirect, incidental, punitive and consequential damages. New Shop disclaims responsibility for any harm to persons resulting from any instructions or Services referred to in the Platform. We do not warrant that the Platform, or its content shall meet your requirements. You understand that the Platform allows you to place online orders. New Shop takes all the necessary steps to verify the authenticity of the delivery executives who are also the members of the team, the user must understand and agree that New Shop shall not be liable for any deficiencies including but not limited to misconduct, injury caused or lack of knowledge from the end of the delivery executives. New Shop shall not be held liable for any loss or damage suffered due to your reliance on customers' reviews/ testimonials as posted on the Platform. Platform has exerted reasonable efforts to ensure that all information published on the Platform is accurate at the time of posting; however, there may be errors in such information for which we shall have no liability, we reserve the right to remove or alter any of the information contained on the Platform at our sole discretion. We may let you view our information

and communicate with us through social media platforms such as Instagram, Whatsapp and Twitter. New Shop/Platform explicitly disclaims any responsibility for the terms of use and privacy policies that govern these third-party websites, which are in no way associated with us.

SEVERABILITY

If for any reason, a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that portion shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties (the user and New Shop collectively) as reflected by that provision. The remainder of the Terms shall continue in full force and effect.

WAIVER

No provision of these Terms shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the New Shop. Any consent by New Shop to, or a waiver by New Shop of any breach committed by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

These Terms will be governed by and construed under the laws of India (without reference to rules of conflict of laws thereof). Subject to the arbitration mentioned below under the courts of competent jurisdiction at Delhi, India shall have exclusive jurisdiction.

If any claim, dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of these Terms including any question regarding its existence, validity or termination of the execution of this Agreement, whether before or after the termination, abandonment or breach of this Agreement (“**Dispute**”), the parties shall seek to resolve any such Dispute by mutual consultation and negotiation in good faith. In the event, the parties are unable to, within ten (10) days, reach a resolution, such Dispute shall be settled by binding arbitration as mentioned in this Sub-Clause. The Dispute shall be referred to final and binding arbitration under the (Indian) Arbitration and Conciliation Act, 1996. The seat and venue of such arbitration shall be in Delhi. All proceedings of such arbitration shall be in the English language.

OTHER TERMS

Please note that if you navigate away from the Platform to a third-party website or application, then you may be subject to and bound by alternative terms of use and privacy policy applicable to such third-party website or application. The rights and obligations under the Terms which by their nature should survive shall remain in full effect after termination or expiration of the Terms.