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FURTHER CONDITIONS OF USAGE

Conditions of Use

Conditions of Sale

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In addition, when you use any current or future **www.dreamcartonline.com** service (eg. Wish List or Marketplace) ("Dream Portal Private Limited Service"), you will also be subject to the terms, guidelines and conditions applicable to that Dream Portal Private Limited Service. ("Terms"). If these Conditions of Use are inconsistent with such Terms, the Terms will control.

These "Conditions of Use" constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

- Conditions Relating to Your Use of www.dreamcartonline.com
- Notice and Procedure for Making Claims of Infringement
- Notice and Procedure for Notifying www.dreamcartonline.com of Objectionable Content

Conditions Relating to Your Use of www.dreamcartonline.com

1. Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the Your Account area of the website. You agree and acknowledge that you will use your account on the website to purchase products only for your personal use and not for business purposes. Should you wish to order products for business purposes, please create a business account on **www.dreamcartonline.com** reserves the right to refuse access to the website, terminate accounts, remove or edit content at any time without notice to you.

2. Privacy

Please review our Privacy Notice, which also governs your visit to **www.dreamcartonline.com**, to understand our practices. The personal information / data provided to us by you during the course of usage of **www.dreamcartonline.com** will be treated as strictly confidential and in accordance with the Privacy Notice and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.

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You agree, understand and acknowledge that the website is an online platform that enables you to purchase products listed on the website at the price indicated therein at any time from any location. You further agree and acknowledge that Dream Portal Private Limited is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the website. Accordingly, the contract of sale of products on the website shall be a strictly bipartite contract between you and the sellers on www.dreamcartonline.com.

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20. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

21. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

22. Governing law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Jaipur.

23. Our Details

This website is operated by Dream Portal Private Limited.

For the **www.dreamcartonline.com** website, you could contact us by visiting: **www.dreamcartonline.com**

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In addition to these Conditions of Use, the terms found here apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with Dream Portal Private Limited Services (the "Dream Portal Private Limited Software").

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Name:

e-mail PDF:

Subject Line:

or

Dream Portal Private Limited

1st Floor, 116/228, Shipra Path Mansarover, Jaipur - 302020 Rajasthan, India.

(We will accept a signed PDF via e-mail with the subject line "Claim of Infringement" or Fax, unless by prior agreement we have agreed with you for an alternative receipt mechanism).

Please fill out the Notice form using the corresponding numbered paragraphs to frame your communication.

Notice Form

Re: www.www.dreamcartonline.com

I, [INSERT FULL NAME AND TITLE] of [COMPANY NAME, IF APPLICABLE], state as follows:

- 1. Contact information
 - :(a) Your and/ or your company's name, address, telephone number and contact email address; (b)The contact email address and/or name which we will provide to Third Party Sellers (if relevant) so they may contact you to resolve any issues regarding your notification to us. If you do not provide a separate contact email, you authorize us to use the contact information you provide in (1)(a).
- 2. Listing Allegation of Infringed Right:
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- 4. Include the following statement: "I represent that the information in this notification is true and correct and that I am the intellectual property owner or authorised to act on behalf of the intellectual property owner for the rights described above."
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Name:
e-mail PDF:
Subject Line: Claim of Objectionable Content
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I, [Please set out your full name] of [please give your postal address], [please set your occupation], says as follows:

- 1. I refer to the website www.www.dreamcartonline.com ("the website"). I make this statement in support of my giving www.dreamcartonline.com notice that, via the website, it is causing or contributing to the publication of Objectionable Content.
- 2. The Objectionable Content (delete whichever paragraph is not applicable): (a) appear in a book being sold by www.dreamcartonline.com via the website entitled [please state the book name and its author]. The Objectionable Content appear on page [please state the page number(s) where you consider the words constitute Objectionable Content]. OR (b) appear on the website at [please cut and paste the address of the relevant Web page from the website where the Objectionable Content appears].

- 3. The words/ content that I consider to be Objectionable Content are [please repeat the exact words you are complaining about].
- 4. This content is Objectionable Content because [please state why you consider the content is Objectionable Content].
- 5. I understand that this statement may be used in any court proceedings that may arise out of or relating to the Objectionable Content which I have complained about.

Statement of Truth

I declare the facts stated above to be true.

Signed:

Dated:

Please read the conditions of use carefully before using the **www.dreamcartonline.com** website. By using the **www.dreamcartonline.com** website, you signify your agreement to be bound by these conditions.

Dream Portal Private Limited Software Terms

1. Use of the Dream Portal Private Limited Software

You may use Dream Portal Private Limited Software solely for purposes of enabling you to use and enjoy the Dream Portal Private Limited Services as provided by Dream Portal Private Limited, and as permitted by the Conditions of Use, these Dream Portal Private Limited Software Terms and any Terms. You may not incorporate any portion of the Dream Portal Private Limited Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the Dream Portal Private Limited Software or otherwise assign any rights to the Dream Portal Private Limited Software in whole or in part. You may not use the Dream Portal Private Limited Software for any illegal purpose. We may cease providing any Dream Portal Private Limited Software and we may terminate your right to use any Dream Portal Private Limited Software at any time. Your rights to use the Dream Portal Private Limited Software will automatically terminate without notice from us if you fail to comply with any of these Dream Portal Private Limited Software Terms, the Conditions of Use or any other Terms. Additional third party terms contained within or distributed with certain Dream Portal Private Limited Software that are specifically identified in related documentation may apply to that Dream Portal Private Limited Software (or software incorporated with the Dream Portal Private Limited Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any Dream Portal Private Limited Service is the property of Dream Portal Private Limited and/or its affiliates or its software suppliers and protected by laws of India including but not limited to any other applicable copyright laws.

2. Use of Third Party Services

When you use the Dream Portal Private Limited Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform

provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

3. No Reverse Engineering

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Dream Portal Private Limited Software, whether in whole or in part, or create any derivative works from or of the Dream Portal Private Limited Software.

Updates

In order to keep the Dream Portal Private Limited Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

Conditions of Sale (between Sellers and the Customer)

Please read these conditions carefully before placing an order for any products with the Sellers ("We" or "Our" or "Us", wherever applicable) on the www.dreamcartonline.com (the website). These conditions signify your agreement to be bound by these conditions.

In addition, when you use any current or future **www.dreamcartonline.com** service (eg: Wishlist or Marketplace or Dream Portal Private Limited), you will also be subject to the terms, guidelines and conditions applicable to that service ("Terms"). If these Conditions of Sale are inconsistent with such Terms, the Terms will control.

1. Conditions Relating to the Sale of Products to You

This section deals with conditions relating to the sale of products on the website by us to you.

2. Our Contract

Your order is an offer to us to buy the product(s) in your order. When you place an order to purchase a product from us, you will receive an e-mail confirming receipt of your order and containing the details of your order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when the product is dispatched to you and an e-mail confirmation is sent to you that the product has been dispatched to you (the "Dispatch Confirmation E-mail"). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Dispatch Confirmation E-mail and corresponding dispatch will conclude a separate contract of sale between you and us for the product(s) specified in that Dispatch Confirmation E-mail.

Your contract is with us (the Sellers) and you confirm that the product(s) ordered by you are purchased for your internal / personal purpose and not for re-sale or business

purpose. You authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the website.

You can cancel your order for a product at no cost any time before we send the Dispatch Confirmation E-mail relating to that product.

Please note that we sell products only in quantities which correspond to the typical needs of an average household. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity typical for a normal household.

3. Returns

Please review our Returns Policy, which applies to products sold by us.

4. Pricing and availability

We list availability information for products sold by us on the website, including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, you will be informed by e-mail if any products you order turn out to be unavailable.

For more details, please review our Pricing policy and our Availability Guide, both of which apply to products ordered from us.

All prices are inclusive of VAT/CST, service tax, Goods and Services Tax ("GST"), duties and cesses as applicable - unless stated otherwise.

5. Taxes

You shall be responsible for payment of all fees/costs/charges associated with the purchase of products from us and you agree to bear any and all applicable taxes including but not limited to VAT/CST, service tax, GST, duties and cesses etc.

6. Health & Safety

By purchasing any product from our Home & Kitchen shop, you acknowledge that you have read and understood our Health & Safety Guidelines.

7. Children

Use of **www.dreamcartonline.com** is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may purchase only with the involvement of a parent or guardian.

8. Communications

When you visit **www.dreamcartonline.com**, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your order.

9. Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when a contract for the sale of goods by us to you was formed.

10. Alteration or Amendments to the Conditions

We reserve the right to make changes to our policies, and these Conditions of Sale at any time. You will be subject to the policies and Conditions of Sale in force at the time you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

11. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

12. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

13. Governing Law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India on Contracts. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Jaipur.