### Terms of Use

### Welcome to SEVORA!

These Terms of Use ("Terms") govern your access to and use of the website, https://sevora.com under the brand name "SEVORA" (the "Platform"), owned and operated by **Sevora Technologies Private Limited**, a company registered in India with its registered office at 10W3, 10th Floor, WEST TOWER, Mani Casadona, Street No. 372, New Town, North 24 Parganas, Kolkata – 700160, West Bengal.

This document is published in compliance with the Information Technology Act, 2000 and the Information Technology (Intermediaries Guidelines) Rules, 2011, mandating the publication of terms, privacy policy, and rules for accessing the Platform.

By using SEVORA's services, you agree to be bound by these Terms, along with the associated policies (including the Privacy Policy), all of which are incorporated herein by reference. Your use of the Platform constitutes a contractual relationship with SEVORA Technologies Private Limited ("SEVORA," "we," "us," or "our").

### 1. Definition of Users

In these Terms, "you" or "user" refers to any natural or legal person who has agreed to become a buyer on the Platform by registering and submitting relevant data. The terms "SEVORA," "we," "our," or "us" refer to SEVORA Technologies Private Limited and its affiliates.

### 2. Acceptance of Terms

By accessing or using SEVORA's services (including reviews, seller interactions, and any other features), you acknowledge and agree to these Terms. We may revise these Terms from time to time, without prior notice. Continued use of the Platform post such updates indicates your acceptance of the changes. We encourage you to periodically review the Terms to stay informed.

As long as you comply with these Terms, we grant you a limited, non-exclusive, non-transferable right to access and use the Platform for personal, non-commercial purposes.

### 3. User Account, Password, and Security

To access certain features, you'll need to create an account. You are responsible for maintaining the confidentiality of your login credentials (Display Name and Password) and for all activities that occur under your account.

If we believe your account is being used in an unauthorized or suspicious manner, or that you've provided inaccurate or incomplete information, we reserve the right to suspend, block, or terminate access—temporarily or permanently—without liability.

## 3.1 Mobile Number as Primary Identifier

Your mobile number functions as your primary identifier on the Platform. You must ensure your phone number and email address are accurate and kept current. Changes should be updated via OTP verification on the Platform.

SEVORA shall not be held responsible for any misuse or unauthorized activity stemming from your failure to update your contact details.

### 3.2 Device Moderation and Security

To safeguard user data, we may monitor unusual login behavior, including access from multiple devices. In such instances, SEVORA may limit access or implement added security measures in the interest of protecting your personal and transactional data.

### 3.3 Inactive Account Policy

If your account remains inactive for a continuous period of **two (2) years**, we reserve the right to delete your account and associated data (including order history and preferences). This action is irreversible and undertaken in accordance with our data retention practices.

## 2. Services Offered

SEVORA is an online platform offering a diverse range of fashion and lifestyle products, including but not limited to clothing, footwear, and accessories (collectively, the "Products"). These Products are made available through various trusted sellers and can be purchased by users through multiple payment options provided on the Platform.

All purchases made through the Platform are subject to SEVORA's transaction-specific policies, such as **Cancellation**, **Return**, **Exchange**, and **Refund** policies, which form an integral part of these Terms and are accessible through the Platform.

### 2.1 Return Conditions

To initiate a return, you will be required to confirm—via a checkbox declaration—that the Product is **unused**, in its **original condition**, and that all **tags and packaging are intact**.

- ❖ If the returned Product is found to be used, tampered with, damaged, or missing tags, the return request shall be **declined**, and the item will be **shipped back** to the original delivery address. In such cases:
- ♦ You will not be eligible for a refund.
- ♦ If you fail to accept the re-shipped item, you will continue to be ineligible for a refund.
- SEVORA shall assume no liability for losses or damages resulting from such non-acceptance or refusal of re-shipment.

Additional Product-specific terms may apply and will be displayed on the respective Product detail page. Users are encouraged to read these conditions before making a purchase.

# 2.2 Product Descriptions and Content

While we make every effort to ensure that Product information on the Platform is accurate, complete, and up-to-date, SEVORA does **not warrant** the accuracy, reliability, or completeness of any description, image, or content related to the Products. Users are advised to verify details where necessary, and SEVORA shall not be held liable for any inaccuracies, errors, or discrepancies.

# 3. Try Before You Buy

To enhance your shopping experience, SEVORA introduces the "Try Before You Buy" feature—a convenient service that lets you try on selected Products before deciding which ones to keep.

#### 3.1 How it Works:

Eligible users can order multiple Products, try them on at the time of delivery, and retain only the items they wish to purchase. The remaining items must be returned **on the spot** to the delivery personnel, immediately after the trial.

## 3.2 Key Conditions:

- ♦ This feature is available only for selected Products and pincodes, as displayed on the Platform during checkout.
- ♦ Items you choose not to retain must be returned instantly, in unused condition, with all tags, packaging, and accessories intact.
- The trial must be completed in the presence of the delivery executive. Items not returned at that time will be deemed accepted and **automatically added to your final bill**.

# 3.3 Payment Terms

- Payment is collected only for the Products you choose to retain after the trial period. Upon delivery, you are expected to try the items and finalize your selection in real-time. The delivery partner will collect payment exclusively for the Products you confirm to keep.
- ❖ If any Product is not returned during the trial window whether intentionally or by oversight it shall be treated as a confirmed purchase. You will then be liable to pay for the full value of the item(s). SEVORA reserves the right to take appropriate measures, including initiating automated charges (if applicable), or engaging collection or legal processes in case of non-payment.
- Misuse of this feature, including but not limited to excessive returns, non-payments, or tampering with Products, may lead to temporary suspension or permanent withdrawal of the Try Before You Buy facility for your account, along with other remedies as deemed appropriate.

### 4. Platform as a Facilitator for Transactions and Communication

SEVORA operates as an **intermediary digital platform** designed to enable Users—both Buyers and Sellers—to discover, communicate, and transact with each other. The Platform facilitates the exchange of goods and services by offering a virtual marketplace; however, it **does not directly participate** in or control any part of the transaction process between Users. Henceforth:

- All commercial and contractual terms are independently negotiated and agreed upon between the Buyer and the Seller. These terms may include, without limitation, product pricing, applicable taxes, shipping charges, payment terms, delivery timelines, warranties, and post-sale services.
- ♦ SEVORA plays **no role** in dictating, influencing, or validating any of these commercial arrangements and bears **no responsibility** for the terms mutually agreed upon between transacting parties.
- SEVORA does not offer any warranties, guarantees, or endorsements regarding the quality, merchantability, suitability, fitness for purpose, or legal compliance of the Products or services made available by Sellers on the Platform.
- ♦ Any such warranties, if offered, are solely the responsibility of the respective Seller, and Buyers are advised to exercise due diligence before confirming a transaction.
- ♦ At no stage does SEVORA hold any right, title, or ownership interest in the Products or services listed on the Platform.
- The contract for the sale or purchase of any Product or service is a strictly bipartite agreement between the Buyer and the Seller. SEVORA does not become a party to such transactions, either expressly or impliedly, and assumes no obligations or liabilities arising from these dealings.
- ♦ SEVORA shall **not be liable** for any failure, breach, or non-performance by either the Buyer or the Seller in connection with any agreement entered into between them via the Platform.
- ♦ We do not guarantee that any transaction initiated on the Platform will be successfully completed, nor do we ensure the reliability, financial condition, or performance of any User.

- SEVORA merely provides the technological infrastructure for Users to connect, communicate, and conduct business. The Platform shall not be interpreted as an agent, representative, or partner of any User or as an entity with authority to bind either party in any way.
- ♦ Users acknowledge that SEVORA shall not be held accountable for service delays, cancellations, inventory unavailability, or backorders related to listed Products.
- Despite best efforts to ensure the accuracy of listings, certain Products may be published with incorrect pricing or description due to technical errors, system glitches, or Seller misrepresentations. In such instances, the respective Seller reserves the right to cancel any affected order(s) without liability, even after such orders have been acknowledged by the Platform.
- ♦ SEVORA does not have the ability to pre-screen or monitor all content or communications uploaded by Users, including but not limited to product listings, user reviews, or chat messages. We do not take responsibility for the accuracy, legality, or reliability of such content.
- ♦ By using the Platform, you release and agree to indemnify SEVORA, its directors, officers, employees, and representatives from and against any claim, cost, damage, liability, or loss arising from the actions or omissions of other Users, including claims under contract, tort, or applicable consumer law.
- ♦ You further agree to waive any rights or claims you may have against SEVORA in relation to such matters.

### 5. User Conduct and Rules on the Platform:

You agree, undertake and confirm that Your use of the Platform shall be strictly governed by the following binding principles:

- ♦ You shall not host, display, upload, modify, publish, transmit, update or share any information which:
- belongs to another person and to which You do not have any right to
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever
- is misleading in any way
- ♦ involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming"
- ◆ promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous
- infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity
- contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page)
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses
- contains video, photographs, or images of another person (with a minor or an adult).
- 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
- interferes with another USER's use and enjoyment of the Platform or any other individual's User and enjoyment of similar services
- infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets
  or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen
  products
- violates any law for the time being in force
- 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
- shall not be false, inaccurate or misleading

- ◆ shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers
- ♦ A User may be considered fraudulent or loss to business due to fraudulent activity if any of the following scenarios are met:
- ◆ Users doesn't reply to the payment verification mail sent by SEVORA
- ◆ Users fails to produce adequate documents during the payment details verification
- Misuse of another Users's phone/email
- Users uses invalid address, email and phone no.
- ♦ Overuse of a voucher code
- ◆ Use of a special voucher not tagged to the email ID used.
- Users returns the wrong product
- Users refuses to pay for an order
- ◆ Users involved in the snatch and run of any order
- ◆ Miscellaneous activities conducted with the sole intention to cause loss to business/revenue to SEVORA
- User with excessive returns
- Repeated request for monetary compensation for fake/used order
- ♦ SEVORA may cancel any order that classify as 'Bulk Orders'/'Fraud orders' under certain criteria at any stage of the product delivery. An order can be classified as 'Bulk Order'/'Fraud Order' if it meets with the below mentioned criteria, and any additional criteria as defined by SEVORA:
- ◆ Products ordered are not for self-consumption but for commercial resale
- ◆ Multiple orders placed for same product at the same address, depending on the product category.
- Bulk quantity of the same product ordered
- Invalid address given in order details
- ◆ Any malpractice used to place the order
- ◆ Any promotional voucher used for placing the 'Bulk Order' may not be refunded
- ◆ Any order paced using a technological glitch/loophole.
- SEVORA does not facilitate business to business transaction between Sellers and business customers. You are advised to refrain from transacting on the Platform if You intend to avail the benefits of input tax credit.
- ♦ You shall not use the Platform for any unlawful and fraudulent purposes, which may cause annoyance and inconvenience and abuses any policy and rules of the company and interrupt or causes to interrupt, damages the use by other Users of SEVORA.
- ♦ You shall not use any false e-mail address, impersonates any person or entity, or otherwise misleads SEVORA by sharing multiple address and phone numbers or transacting with malafide intentions.
- → You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve Our right to bar any such activity.
- ♦ You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
- ♦ You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity
- You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of products or services. You

- shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
- From time to time, You shall be responsible for providing information relating to the products or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Users in any manner.
- You shall not engage in advertising to, or solicitation of, other Users of the Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us.
- ♦ SEVORA hereby disclaims any guarantees of exactness as to the finish, appearance, size, color etc., of the final Product as ordered by the User. SEVORA Return & Exchange Policy offers you the option to return or exchange items purchased on SEVORA within the return/exchange period (Please read the Product Detail Page to see the number of days upto which a product can be returned/exchanged, post-delivery). In case of return or exchange of the purchased item, please refer to the "Return and Exchange Policy" available on \_\_\_\_.
- Please note that you can only use SEVORA Credits to buy products from your registered account on the SEVORA website. SEVORA Credits cannot be:
- Used for payment of orders placed on other SEVORA accounts.
- ◆ Transferred to any other SEVORA user's account, bank account, or wallets, etc.
- ◆ SEVORA may unilaterally terminate Your account on any event as mentioned in the Terms Of Use under the point no. 5. User Conduct and Rules on the Platform. Any SEVORA credits earned as goodwill compensation, earned via loyalty or referral program or promotional campaigns or earned through gift cards purchased on other platforms will be forfeited in such cases.

### 6. Contents Posted on Platform:

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"), is a third party user generated content and SEVORA has no control over such third party user generated content as SEVORA is merely an intermediary for the purposes of this Terms of Use. Such Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide.

You may use information on the products and services purposely made available on the Platform for downloading, provided that You:

- ♦ do not remove any proprietary notice language in all copies of such documents,
- use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media,
- → make no modifications to any such information, and
- do not make any additional representations or warranties relating to such documents,
- ❖ In the event of return/cancellation of any products in the order placed with an offer, thereby falling below the minimum required threshold as required by the offer, the user shall be deemed ineligible for the offer. Any cashback already credited would be void & be deducted from the value of the item being returned/canceled & the remaining balance would be processed as a refund.SEVORA reserves the right to modify the terms and conditions at any time, without prior notice.

### 7. Disclaimer of Warranties and Liability:

All the materials and products (including but not limited to software) and services, included on or otherwise made available to You through Platform are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, SEVORA does not warrant that: Platform will be constantly available, or available at all or The information on Platform is complete, true, accurate or non-misleading.

All the Products sold on Platform are governed by different state laws and if Seller is unable to deliver such Products due to implications of different state laws, Seller will return or will give credit for the amount (if any) received in advance by Seller from the sale of such Product that could not be delivered to You. You will be required to enter a valid phone number while placing an order on the Platform. By registering Your phone number with us, You consent to be contacted by Us via phone calls and/or SMS notifications, in case of any order or shipment or delivery related updates. We will not use your personal information to initiate any promotional phone calls or SMS.

### 8. Selling

By registering as a seller on the SEVORA Platform, you agree to list and offer items for sale strictly in accordance with the Terms of Use and all applicable policies incorporated herein by reference. You confirm that you are legally permitted to sell the goods you list and that such goods do not infringe upon the intellectual property rights, trade secrets, proprietary rights, privacy rights, or publicity rights of any third party.

All listings must contain only accurate and non-misleading descriptions, including relevant images or graphics that truthfully depict the product. The condition and specifications of each listed product must be honestly disclosed. If it is found that the product delivered does not conform to the listed description or actual condition, you agree to initiate a full refund to the buyer, without any demur or delay.

Items must be placed in the correct and most relevant category on the Platform. Duplicate listings of the same item across multiple categories or miscategorization of products are not permitted. SEVORA reserves the right to remove any such listings without notice. Further, you agree not to artificially inflate visibility or sales performance of any product through unauthorized or deceptive listing practices.

You must maintain adequate stock levels of all listed products to ensure timely and successful order fulfillment. Listing out-of-stock items or failing to fulfill placed orders may result in temporary or permanent suspension of your seller account at SEVORA's sole discretion.

By listing a product for sale on the Platform, you undertake full responsibility for ensuring that the product is authentic, lawfully sourced, and in compliance with all applicable laws and regulations. SEVORA shall not be held liable for any claims, losses, or damages arising out of your failure to comply with this provision.

# 9. Payment

## 9.1 General Terms:

- By availing any of the payment methods offered on the SEVORA Platform, you acknowledge and agree that SEVORA shall not be held responsible or liable for any loss or damage incurred by you, whether directly or indirectly, due to:
- ♦ Lack of authorization for any transaction;
- Exceeding the preset limit mutually agreed between you and your issuing bank(s);
- Any issues arising out of the payment transaction;
- ♦ Any decline or failure of transaction due to reasons attributable to you or the payment service provider.
- All payments for purchases or services made on the Platform must be in Indian Rupees (INR), and SEVORA shall not facilitate or accept transactions in any other currency.
- ♦ SEVORA may request verification documents, including but not limited to government-issued photo ID and proof of address, to establish ownership of the payment instrument. This is to ensure the integrity and security of transactions on the Platform.

### 9.2 Nature of SEVORA's Role:

- ♦ All transactions facilitated via the Platform, including the price, delivery, warranties, and post-sale services, are subject to principal-to-principal contractual obligations between the Buyer and the Seller. SEVORA merely provides a facilitation service and disclaims any liability for:
- ♦ Non-performance or breach of contract by either party;
- ♦ Non-delivery or non-receipt of products/services;
- Payment defaults or chargebacks;
- Product-related claims including warranties or guarantees.
- ♦ SEVORA neither holds title nor assumes any ownership or responsibility for products or services listed on the Platform.

### 9.3 Authorization to Process Payments:

- ♦ By using the Platform, you specifically authorize SEVORA and/or its third-party service providers to process, collect, and remit payments electronically, including Cash on Delivery (COD), for transactions concluded on the Platform.
- ♦ The relationship between SEVORA and the users (Buyers and Sellers) is on a principal-to-principal basis, and under no circumstance does SEVORA act as a trustee or in a fiduciary capacity concerning the Transaction Price or any part thereof.

# 9.4 Payment Facility is Not Banking Service:

SEVORA's payment facility is not a banking or financial service as defined under applicable laws. It is an electronic platform that facilitates payments through authorized banking networks and gateways approved by the Reserve Bank of India (RBI). SEVORA disclaims any fiduciary responsibility over payment instruments or funds.

# 9.5 Terms for Buyers Using Payment Facility:

- ♦ Upon initiating a transaction, you, as a Buyer, agree to enter into a legally binding contract with the Seller for purchase of goods or services, and to pay the Transaction Price using one of the available payment methods.
- You may electronically agree to extend the delivery/dispatch time with the Seller, and such variation shall be deemed part of the original contract.
- ♦ You must notify the Platform of delivery or non-delivery within the timelines specified under applicable policies. Failure to do so will be treated as deemed delivery.
- ❖ In case of non-delivery within the prescribed period, and if you raise a refund request within the applicable timeframe, you will be entitled to a refund of the Transaction Price. Failure to raise such a request within the specified period will disqualify you from receiving a refund.
- Refunds, if applicable, will be processed through the original payment method used or via any alternate method offered by the Platform. Cash on Delivery refunds shall be processed electronically.
- ♦ All refunds shall be in INR and equivalent to the original Transaction Price paid.
- Refunds through NEFT/RTGS or any RBI-approved method will be subject to verification of bank details. Where the original issuing bank does not support refunds, alternate details may be sought from the Buyer.
- ♦ Refunds are conditional and subject to investigation and SEVORA's satisfaction regarding the legitimacy of the claim.

### 9.6 Right to Refuse or Limit Transactions:

- ♦ SEVORA reserves the right to limit or reject transactions exceeding a certain value or number during any given period, as deemed appropriate for risk or fraud management.
- ♦ SEVORA may reject any transaction if it deems the Buyer to have a prior record of:

- ♦ Breach of SEVORA's Terms or Policies;
- Suspicious activity or chargebacks;
- ♦ Violation of applicable laws.
- ♦ SEVORA may perform creditworthiness or security checks and reserve the right to delay or withhold payment confirmation until the completion of such verification. Consequently, dispatch instructions may be held or suspended.

## 9.7 Fraudulent or Suspicious Transactions:

## SEVORA may, at its discretion:

- ♦ Withhold or delay payment instructions to the Seller if any transaction appears suspicious;
- ❖ Inform law enforcement authorities and provide transaction details if there is any suspected fraudulent activity;
- ♦ Deny or restrict use of the 'Cash on Delivery' feature to certain users;
- ♦ Refrain from processing or cancel a transaction if any illegal conduct is suspected.

## 9.8 Tax and Legal Compliance:

## In compliance with applicable laws:

- ♦ If the Buyer makes a purchase of ₹2,00,000 or more, the Buyer must upload a scanned copy of their PAN card within 4 days of the purchase. Failure to do so will result in order cancellation. If already submitted once, re-submission is not required.
- ♦ Any discrepancy between the name on the PAN and the Buyer's account will result in automatic cancellation of the order.

Buyers and Sellers shall comply with all applicable laws, including but not limited to:

- ♦ The Foreign Exchange Management Act, 1999;
- ♦ The Customs Act;
- The Information Technology Act, 2000 (as amended);
- The Prevention of Money Laundering Act, 2002;
- ♦ The Income Tax Act, 1961;
- ♦ The Foreign Contribution Regulation Act, 1976;
- ♦ Other relevant policies and circulars issued by the Government of India and the Reserve Bank of India.

# 9.9 Buyer's Agreement with Issuing Bank:

- ♦ All card and payment instrument transactions are governed by the terms and conditions agreed between the Buyer and the relevant card-issuing bank or payment service provider.
- ♦ Online bank transfers are facilitated via payment gateways provided by the respective banks, and are also subject to their terms of service.

### 10. E-Platform for Communication:

You agree, understand and acknowledge that SEVORA is an online platform that enables you to purchase products listed on the Platform at the price indicated therein at any time. You further agree and acknowledge that SEVORA is only a facilitator and is not and cannot be a party to or control in any manner any transactions on SEVORA.

### 11. Indemnity:

You shall indemnify and hold harmless SEVORA, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

# 12. Trademark, Copyright and Restriction:

Platform is controlled and operated by SEVORA and products are sold by respective Sellers. All material on Platform, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on SEVORA is solely for Your personal, noncommercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other SEVORA or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause. It is expressly clarified that You will retain ownership and shall solely be responsible for any content that You provide or upload when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of Our various Service. However, We reserve the right to use/reproduce any content uploaded by You and You agree to grant royalty free, irrevocably, unconditionally, perpetually and worldwide right to Us to use the content for reasonable business purpose.

### 13. Limitation of Liability:

In no event shall SEVORA be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from:

- ♦ the use or the inability to use the Services or Products
- unauthorized access to or alteration of the user's transmissions or data
- ♦ breach of condition, representations or warranties by the manufacturer of the Products
- any other matter relating to the services including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Platform or Service. SEVORA shall not be held responsible for non-availability of SEVORA during periodic maintenance operations or any unplanned suspension of access to SEVORA. The User understands and agrees that any material and/or data downloaded at SEVORA is done entirely at Users own discretion and risk and they will be solely responsible for any damage to their mobile or loss of data that results from the download of such material and/or data. To the maximum extend that is permissible under law, SEVORA's liability shall be limited to an amount equal to the Products purchased value bought by You. SEVORA shall not be liable for any dispute or disagreement between Users.

### 14. Termination:

SEVORA may suspend or terminate your use of the SEVORA or any Service if it believes, in its sole and absolute discretion that you have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Service or anyway otherwise acted unethically. Notwithstanding anything in this clause, these Terms of Service will survive indefinitely unless and until SEVORA chooses to terminate them.

♦ If You or SEVORA terminates your use of the Platform or any Service, SEVORA may delete any content or other materials relating to your use of the Service and SEVORA will have no liability to

- you or any third party for doing so. However, your transactions details may be preserved by SEVORA for purposes of tax or regulatory compliance.
- SEVORA may unilaterally terminate Your account on any event as mentioned in the Terms Of Use under the point no. 4. User Conduct and Rules on the Platform. Any SEVORA credits earned as goodwill compensation, earned via loyalty or referral program or promotional campaigns or earned through gift cards purchased on other platforms will be forfeited in such cases. Returns/Refund for such Users shall be at the sole discretion of SEVORA.
- ❖ If You use any false e-mail address or use the portal for any unlawful and fraudulent purposes, which may cause annoyance and inconvenience and abuses any policy and rules of the company or mislead SEVORA by sharing multiple address and phone numbers or transacting with malafide intentions then SEVORA reserves the right to refuse access to the portal, terminate accounts including any linked accounts without notice to you.

# 15. Jurisdictional Issues/Sale in India Only:

Unless otherwise specified, the material on the Platform is presented solely for the purpose of sale in India. SEVORA makes no representation that materials in the Platform are appropriate or available for use in other locations/Countries other than India. Those who choose to access Platform from other locations/Countries other than India do so on their own initiative and SEVORA is not responsible for supply of products/refund for the products ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

### 16. Governing Law:

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, applicable authorities at Kolkata. The place of jurisdiction shall be exclusively in Kolkata.

# 17. Contacting the Seller:

At SEVORA, we are committed towards ensuring that disputes between Sellers and Buyers are settled amicably by way of the above dispute resolution mechanisms and procedures. However, in the event that You wish to contact SEVORA about the seller, You may proceed to do so by clicking on the seller name on the product listing pages. Alternatively, You may also reach out to customer support at support@sevora.com.

### 18. Disclaimer:

You acknowledge and undertake that you are accessing the services on the Platform and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through SEVORA. We shall neither be liable nor responsible for any actions or inactions of sellers nor any breach of conditions, representations or warranties by the sellers or manufacturers of the products and hereby expressly disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between You and the sellers or manufacturers of the products. We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or transacted or the content (including product or pricing information and/or specifications) on Platform. While we have taken precautions to avoid inaccuracies in content, this website, all content, information (including the price of products), software, products, services and related graphics are provided as is, without warranty of any kind. At no time shall any right, title or interest in the products sold through or displayed on Platform vest with SEVORA nor shall SEVORA have any obligations or liabilities in respect of any transactions on Platform.

Delivery Related - User agrees and acknowledges that any claims regarding order delivery (including non-receipt/ non- delivery of order or signature verification) shall be notified to SEVORA within 5 days from the alleged date of delivery of product reflecting on the SEVORA portal. Non notification by You of non-receipt or non-delivery within the time period specified shall be construed as a deemed delivery in respect of that transaction. SEVORA disclaims any liability or responsibility for claims regarding non-delivery, non-receipt of order (including signature verification in Proof of delivery) after 5 days from the alleged date of delivery of product reflecting on the SEVORA portal.

### 19. Cart Notification

You understand that, in the event selected products in your cart is out of the inventory, SEVORA provides You an option in your cart to select the product of another seller, You understand that price of the product by another seller may differ.

# 20. Trademark complaint

SEVORA respects the intellectual property of others. In case You feel that Your Trademark has been infringed, You can write to SEVORA at support@sevora.com.

### 21. Multiple Sellers

You understand that products of a particular style may be sold on the Platform by multiple sellers and the product price on the listing page of the Platform, may not always reflect the lowest price for that particular style. This is because the seller whose price is displayed on the list page is selected based on the application of a number of parameters and price is only one such parameter. However, once you land on the product display page on the Platform for a specific style, You will have access to the price offered by all sellers on the Platform for the relevant style.

## 22. Charges

Subject to the Terms of Use and the below terms and conditions, SEVORA may levy a charge on all low value orders on the SEVORA Platform and for cases provided under point 5 below.

- ♦ The fee shall be specified on the shopping bag page on the SEVORA Platform.
- ♦ The fee shall be charged on the overall order value.
- ♦ SEVORA reserves the right to modify/waive off the fee from time to time.
- ♦ The Fee shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws for making payments to SEVORA Technologies Private Limited.
- ♦ To protect the rights of customers, SEVORA reserves the right to collect this Fee for all orders and disable cash on delivery option for accounts which have high percentage of returns and shipments not accepted, of the number of orders placed through such accounts.

## 23. Grievance Officer

In accordance with Information Technology Act 2000 and rules made there under and the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer are provided below:

Mr. Mashum Mollah

SEVORA Technologies Pvt Ltd,

Address: 10W3, 10th Floor, WEST TOWER, Mani Casadona, Street No. 372, New Town, North 24

Parganas, Kolkata – 700160, West Bengal

Email: mashum@sevora.in

Time: Mon - Fri(9:00 - 18:00)

Customer Support: You can reach our customer support team to address any of your queries or complaints by clicking the link, selecting your order: <a href="mailto:support@sevora.com">support@sevora.com</a>

Last Updated 15<sup>th</sup> July 2025.