

Website Visitor Agreement

By registering on www.carbikemart.com ("the Site"), you acknowledge that you have read, understood, and agree to comply with these terms and conditions. This User Agreement establishes your obligations to Trio AMD Technologies LLP ("Carbikemart.com," "we," or "us"). Acceptance of this User Agreement is required for registration and continued use of the Site. We may revise these terms at any time by posting updates on the Site, which will take effect thirty (30) days after posting. Please review these terms regularly. If any part of this Agreement is found invalid or unenforceable, the remaining provisions will continue in effect.

You must accept all terms in this User Agreement and our Privacy Policy before becoming a member. The Privacy Policy is accessible on the Site. By agreeing to this User Agreement, you also agree that your use of any affiliated websites will be governed by their respective agreements and privacy policies.

1. Eligibility for Membership

Only individuals who are legally capable of entering binding contracts under applicable law may use the Site. Persons deemed "incompetent to contract," such as minors or undischarged insolvents, are not permitted to use the Site. Membership is not available to those whose accounts have been suspended or terminated. If you register on behalf of a business, you confirm you have authority to bind that entity.

2. Account Security and Registration

You are responsible for keeping your account credentials confidential and for all activities under your account. You agree to:

- Provide accurate, current, and complete registration information.
- Promptly update your information to keep it accurate and complete.
If you provide false or incomplete information, or if we suspect such, we may suspend or terminate your account.

3. Electronic Communication

By using the Site or contacting us electronically, you consent to receive communications from us by email or through notices on the Site. You agree that all electronic communications from us satisfy any legal requirement for written communication.

4. Fees and Services

Browsing the Site is free. Sellers are charged listing fees, and special features may incur additional charges. Please review our posted fee schedule, which is incorporated into this Agreement. We may change our fee structure or introduce new services and

fees at our discretion, with changes effective immediately upon posting. All fees are in Indian Rupees unless stated otherwise. You are responsible for all applicable fees and taxes. Non-payment may result in suspension or termination of your account and possible legal action.

5. Site Usage Guidelines

You agree to use the Site in accordance with the following principles:

- "Your Information" includes any data you provide during registration, buying, selling, feedback, or other interactions. You are solely responsible for this information.
- Your Information must not be false, misleading, fraudulent, infringe any third-party rights, or relate to prohibited or restricted items.
- You grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, and distribute Your Information as necessary for Site operations, in line with our Privacy Policy.
- You confirm that you are the legal owner of any items you list for sale and have the right to sell them.
- If you become aware of any transaction or attempted transaction violating this Agreement or applicable law, you must inform us immediately.
- You must not manipulate prices or mislead other users.
- All information about items or services you offer must be accurate and not exaggerated.
- You must not share your contact details except where specified by the Site.

5A. Prohibited Content

You agree not to host, display, upload, modify, publish, transmit, update, or share any information that:

- Belongs to someone else without authorization.
- Is harmful, harassing, defamatory, obscene, pornographic, or otherwise unlawful.
- May harm minors.
- Infringes intellectual property or proprietary rights.
- Violates any applicable law.
- Misleads about the origin of messages or is grossly offensive.

- Impersonates another person.
- Contains viruses or malicious code.
- Threatens the unity, integrity, security, or sovereignty of India, or public order.

6. Communication Platform

The Site serves solely as a platform for users to interact and transact. Carbikemart.com does not participate in or control any transaction between users and is not responsible for contract performance or disputes. We do not guarantee the quality, legality, or attributes of listed items or services, nor the identity or creditworthiness of users. Users are advised to independently verify the credentials of others and use their own judgment. All contracts are strictly between buyer and seller. We are not liable for delays, damages, or unsatisfactory performance. Delivery, payment, and other terms must be agreed upon directly between users. By using the Site, you authorize us and our partners to contact you via SMS, email, phone, or other means to provide information about our services and offers, regardless of DNC or DND status.

7. Privacy

We do not share your personal information with third parties for marketing without your explicit consent. Your information is used and disclosed only as described in our Privacy Policy. When transacting, you may need to share your information with other users, and we do not control how they use it.

8. Breach of Agreement

Carbikemart.com may limit your activity, remove listings, warn other users, suspend or terminate your membership, or deny access to the Site if you breach this Agreement or any referenced documents.

9. Buying

When purchasing items or services on the Site, you are responsible for reading the full listing before making a commitment. By placing an order, you agree to be bound by the terms of sale set by the seller and any additional terms posted in the listing.

10. Selling

If you list an item or service for sale, you must ensure that you are legally entitled to sell it and that the item is accurately described. You agree to fulfill any sales made through the Site in accordance with the terms stated in your listing and applicable law.

11. Disputes

Any disputes arising between users must be resolved directly between the parties involved. Carbikemart.com is not responsible for mediating or resolving disputes and bears no liability for any loss or damage arising from such disputes.

12. Limitation of Liability

Carbikemart.com is not liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of the Site, even if advised of the possibility of such damages. Our total liability to you for any cause of action will not exceed the amount paid by you to us, if any, for accessing the Site.

13. Indemnity

You agree to indemnify and hold harmless Carbikemart.com, its affiliates, officers, and employees from any claim, demand, or damage, including reasonable legal fees, arising out of your breach of this Agreement or your violation of any law or rights of a third party.

14. General

This Agreement constitutes the entire understanding between you and Carbikemart.com regarding your use of the Site. If any provision is found unenforceable, the remaining provisions will remain in effect. Our failure to enforce any right or provision does not constitute a waiver of that right or provision.

15. Notices

All notices to you will be sent via email or posted on the Site. Notices to Carbikemart.com must be sent to the contact address provided on the Site.

16. Governing Law and Jurisdiction

This Agreement is governed by the laws of India. Any disputes arising from this Agreement or your use of the Site shall be subject to the exclusive jurisdiction of the courts located in Mumbai, India.