

Recykal Marketplace Conditions of Use

Welcome to the Business-to-Business marketplace section of Recykal.com for registered business customers to purchase products for business purposes ("Recykal Marketplace"). Rapidue Technologies Private Limited provides access to Recykal Marketplace maintained on the Recykal.com website (the "website") to you subject to the conditions set out below.

Please read these Conditions of Use carefully before using Recykal Marketplace. By using the Recykal.com website, you confirm/signify your agreement to be bound by these conditions. You understand and confirm that these "Conditions of Use" shall strictly govern all transactions conducted by you on Recykal Marketplace module of the website, and not elsewhere on the website. In these Conditions of Use, the term "website" shall mean and refer to Recykal Marketplace module of the website only.

In addition, when you use any current or future Recykal.com service relating to Recykal Marketplace ("Recykal Marketplace"), you will also be subject to the terms, guidelines and conditions applicable to that Recykal Service. ("Terms").

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 Recykal.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 unauthorized 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. Recykal.com reserves the right to refuse access to the website, terminate accounts, remove or edit content at any time without notice to you.

2. Licence for website access

Rapidue Technologies Private Limited grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Rapidue Technologies Private Limited and / or its affiliates, as may be applicable. This licence does not include any resale or commercial use of this website or its contents; including without limited to any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another seller; or any use of data mining, robots, or similar data gathering and extraction tools.

This website or any portion of this website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of Rapidue Technologies Private Limited and / or its affiliates, as may be applicable.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Recykal.com and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilising Rapidue Technologies Private Limited's or its affiliates' names or trademarks without the express written consent of Rapidue Technologies Private Limited and / or its affiliates, as applicable. Any

unauthorised use terminates the permission or license granted by Rapidue Technologies Private Limited and / or its affiliates, as applicable.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of Recykal.com as long as the link does not portray Rapidue Technologies Private Limited, Recykal.com, their affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any Recykal.com logo or other proprietary graphic or trademark as part of the link without express written consent of Rapidue Technologies Private Limited and / or its affiliates, as may be applicable.

3. Access to Recykal.com

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

4. Marketplace for Communication

You agree, understand and acknowledge that you are accessing the online Recykal Marketplace section on the website 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 Recykal 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 Recykal.com.

5. Your Conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not Recykal.com, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the website for any of the following:

- for fraudulent purposes, or in connection with a criminal offense or other unlawful activity;
- to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam";
- to cause annoyance, inconvenience or needless anxiety.

6. Reviews, comments, communications and other content

Users of this website may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. Recykal.com reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole

judgment of Recykal.com violates these Conditions of use and, or terminate your permission to access or use this website.

If you do post content or submit material, and unless we indicate otherwise, you

(a) grant Rapidue Technologies Private Limited, a non-exclusive, royalty-free, irrevocable, perpetual and fully sublicensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and

(b) Rapidue Technologies Private Limited and sublicensees the right to use the name that you submit in connection with such content, if they choose.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to Rapidue Technologies Private Limited, including the execution of deeds and documents, at its request.

You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the website; that, as at the date that the content or material is submitted to Recykal.com: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable Recykal.com policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory); (iii) the content is lawful. You agree to indemnify Rapidue Technologies Private Limited and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

7. Privacy

Please review our Privacy Notice, which also governs your visit to Recykal.com, to understand our practices. The personal information / data provided to us by you during the course of usage of Recykal.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.

8. Trademarks

RECYKAL, UZED, ZILLER, ZILLR, are trademarks or registered trademarks of Recykal.com.

9. Intellectual Property Claims

Rapidue Technologies Private Limited and its affiliates respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please follow our Notice and Procedure for Making Claims of Right Infringements. We respond expeditiously to rights owners and their agents who submit an email to communicate concerns about any alleged infringement.

Important Warning: giving false, misleading or inaccurate information to Recykal may result in civil and/or criminal liability. You should contact a legal advisor should you have any questions.

10. Claims against Objectionable Content

Because Recykal.com lists many products for sale offered by sellers on the website, it is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, Recykal.com operates on a "notice and takedown" basis. If you believe that any content on the website is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is

harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, ("**Objectionable Content**"), please notify us immediately by following our Notice and Procedure for Notifying of Objectionable Content. Once this procedure has been followed, Recykal.com will make all reasonable endeavours to remove such Objectionable Content complained about within a reasonable time.

11. Copyright, authors' rights and database rights

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Rapidue Technologies Private Limited or its content suppliers and is protected by India and international copyright, authors' rights and database right laws. The compilation of all content on this website is the exclusive property of Rapidue Technologies Private Limited and its affiliates and is protected by laws of India and international copyright and database right laws. All software used on this website is the property of Rapidue Technologies Private Limited, its affiliates or its software suppliers and is protected by India and international copyright and author' rights laws.

You may not systematically extract/ or re-utilise parts of the contents of the website without Rapidue Technologies Private Limited (as may be applicable) express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without Rapidue Technologies Private Limited and / or its affiliate's (as may be applicable) express written consent. You may also not create and/ or publish your own database that features substantial (eg: prices and product listings) parts of this website without Rapidue Technologies Private Limited and / or its affiliate's (as may be applicable) express written consent.

12. Indemnity and Release

You shall indemnify and hold harmless Rapidue Technologies Private Limited, its subsidiaries, and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Conditions of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release Rapidue Technologies Private Limited and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise.

13. Children

Use of Recykal Marketplace is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872 and who are business customers. If you are a minor i.e. under the age of 18 years, who is responsible or operating or functioning a business establishment or ordering products for the business or institutional usage of a business establishment, you may use Recykal Marketplace only if you have been specifically authorized by your relevant business establishment.

14. Other Businesses

Parties other than Rapidue Technologies Private Limited may operate Recykal Points/Dry Resource Collection Centers (DRCCs), provide services, or sell product lines on Recykal.com. In addition, we provide links to the websites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant or endorse the offerings of any of these businesses or individuals, or the content of their websites. Rapidue Technologies Private Limited does not assume any responsibility or liability for the actions, products, and content of any of these and any other third-parties. You can tell when a third-party is involved in your transactions, and we may share customer information related to those transactions with that third-party. You should carefully review their privacy statements and other conditions of use.

15. 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, special or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website.

16. Communications

When you visit Recykal.com or send e-mails to us, 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-mail or phone calls from us with respect to your order.

17. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the website or that 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.

18. 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.

19. 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.

20. 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 Hyderabad.

21. Our Details

This website is operated by Rapidue Technologies Private Limited.

For the Recykal.com website, you could contact us by visiting: [Contact us](#)

22. Recykal Software Terms

In addition to these Conditions of Use, the terms found below 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 Recykal Marketplace (the "**Recykal Software**").

Notice and Procedure for Making Claims of Right Infringements

If you believe that your rights are being infringed, you may fill out and submit the Notice Form. We respond expeditiously to rights owners and their agents who complete and submit the Notice Form to communicate concerns about any alleged infringement.

Upon receipt of a Notice Form we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any

rights, remedies or defences, all of which are expressly reserved. Furthermore, in submitting a Notice Form, you grant to Recykal the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding the Notice Form to the parties involved in the provision of the allegedly infringing content. You agree to indemnify Recykal for all claims brought by a third party against Recykal arising out of or in connection with the submission of a Notice Form.

Note on Third Party Seller Listings: Please keep in mind that Third Party Seller listings are merely hosted on Recykal.com and are posted solely at the direction of Third Party Sellers who may be contacted via their "Seller Information" page, accessible from any of their listings.

Important Warning: giving false, misleading or inaccurate information in the Notice Form to Recykal may result in civil and/or criminal liability. You should contact a legal advisor should you have any questions.

Notice Form:

If you believe that your rights are being violated by an item or information on the Recykal.com site, you may fill out and submit the Notice. This signed notice can be sent via E-mail PDF to the Grievance Officer:

e-mail PDF: support@recykal.com
Subject Line: Claim of Infringement: 7738822052

or

Rapidue Technologies Private Limited
Flat 401, Janardhana Plaza, Lumbini Enclave,
Gachibowli, Hyderabad, Telangana 500032

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

Notice and Procedure for Notifying Recykal.com of Objectionable Content

If you believe that any content on, or advertised for sale on, the website contains any Objectionable Content as defined under Section 8 above, please notify us immediately by copying the Notice to Recykal.com of Objectionable Content below into your word processor program, complete it in accordance with the instructions set out in the Notice and send a signed copy via E-mail PDF to the Grievance Officer:

e-mail PDF: support@recykal.com
Subject Line: Claim of Objectionable Content

or

Rapidue Technologies Private Limited
Flat 401, Janardhana Plaza, Lumbini Enclave,
Gachibowli, Hyderabad, Telangana 500032

Please note that this procedure is exclusively for notifying Recykal.com of Objectionable Content on or advertised for sale on the Recykal.com website. Please provide your address, telephone number, and e-mail address when sending the notice to us.

Important Warning: Giving false, misleading or inaccurate information in the Notice to Recykal.com may result in civil and/ or criminal liability.

Recykal Software Terms

- **Use of the Recykal Software**

You may use Recykal Software solely for purposes of enabling you to use and enjoy the Recykal Marketplace as provided by Recykal, and as permitted by the Conditions of Use, these Recykal Software Terms and any Terms. You may not incorporate any portion of the Recykal 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 Recykal Software or otherwise assign any rights to the Recykal Software in whole or in part. You may not use the Recykal Software for any illegal purpose. We may cease providing any Recykal Software and we may terminate your right to use any Recykal Software at any time. Your rights to use the Recykal Software will automatically terminate without notice from us if you fail to comply with any of these Recykal Software Terms, the Conditions of Use or any other Terms. Additional third-party terms contained within or distributed with certain Recykal Software that are specifically identified in related documentation may apply to that Recykal Software (or software incorporated with the Recykal 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 Recykal Marketplace is the property of Recykal and/or its affiliates or its software suppliers and protected by laws of India including but not limited to any other applicable copyright laws.

- **Use of Third-Party Services**

When you use the Recykal 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.

- **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 Recykal Software, whether in whole or in part, or create any derivative works from or of the Recykal Software.

Updates

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

23. Disclaimer

You acknowledge and undertake that you are accessing the services on the website and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the website. We shall not be liable nor responsible for 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 the website. While we have taken precautions to avoid inaccuracies in content, this website, all content, information (including the price of the products), software, products, services and related graphics are provided as is, without warranty of any kind. We do not implicitly or explicitly support or endorse the sale or purchase of any products on the website. At no time shall any right, title or interest in the products sold through or displayed on the website vest with Recykal nor shall Recykal have any obligations or liabilities in respect of any transactions on the website.

Recykal Marketplace 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 Recykal Marketplace maintained on the Recykal.com (for the purpose of these 'Conditions of Sale', the website). These conditions signify your agreement to be bound by these conditions.

In addition, when you use any current or future Recykal.com service in relation to Recykal Marketplace, 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 Recykal Marketplace section maintained on the website to you. These Conditions of Sale apply to your transactions on Recykal Marketplace maintained on the website only, and any reference to 'website' in these Conditions of Sale shall mean and include the Recykal Marketplace section only.

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 resale or for your business / institutional usage. 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. We authorize the Sellers to fix minimum quantity of units or value that can be purchased in a specific order, and you shall be bound with such conditions.

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.

3. Pricing and availability

We list availability information for products sold 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 Taxes unless stated otherwise.

4. Taxes

You shall be responsible for payment of all fees / costs / charges associated with the purchase of products on the website and you agree to bear all applicable taxes, cesses etc. levied thereon. You are responsible to ensure that (if applicable) you are registered under applicable taxation laws and will update your correct tax registration details on Recykal.com. We will not be liable in case tax credits are denied to you under taxation laws due to reasons attributable to you. You hereby acknowledge and agree that we shall not revise Invoices. You will reverse tax credit availed if any on the returned product and undertake to disclose the details of credit note while reporting for your taxes. Further, you agree to indemnify and hold harmless us for all losses, liability incurred by us on account of your action or inaction in compliance with the applicable laws.

5. Health & Safety

By purchasing any product from the website which is subject to safety requirements or health restrictions, you acknowledge that you have read and understood our Health & Safety Guidelines.

6. Children

Use of Recykal Marketplace is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872, and who are business customers. If you are a minor i.e. under the age of 18 years, who is responsible or operating or functioning a business establishment or ordering products for the business or institutional usage of a business establishment, you may use Recykal Marketplace only if you have been specifically authorized by your relevant business establishment.

7. Communications

When you send e-mails to us, 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 Hyderabad.