

XPERTAGE – Terms & Conditions

SMART SAGES MART PRIVATE LIMITED (hereinafter referred to as “XPERTAGE”) is a Business to Business (“B2B”) marketplace platform through which independent sellers supply knowledge or learning & development services to other business entities (“Services”) as well as certain products that may be offered by the Sellers in conjunction with the Services (“Products”).

XPERTAGE provides facilitation, delivery and logistical services (“Fulfilment Services”) to Buyers (*as defined hereinafter*) and Sellers (*as defined hereinafter*) on XPERTAGE Platform, including but not limited to the listing of Products & Services, digital delivery of Service, distribution of electronic content, managed services and ordering of Service.

These **XPERTAGE - Terms and Conditions**, including the relevant Annexure(s), (“Terms”) constitute a legally binding agreement between You and XPERTAGE governing your access to and use of the XPERTAGE websites, mobile applications, including any subdomains thereof, and any other websites through which XPERTAGE makes its services available (collectively, “Platform”), the Fulfilment Services and all associated services to the Buyer and Sellers (collectively, “XPERTAGE Services”).

“You” and “Your” refer to someone legally or contractually associated with or acting on behalf of a Seller or a Buyer.

For organisation(s) procuring the Services through the XPERTAGE Platform, (“Buyer, Buyers”) the Terms of Service for Buyers as specified in Annexure A of these Terms (“Buyer Terms”) shall apply additionally.

For organization(s) supplying Services through XPERTAGE Platform (“Seller”, “Sellers”), the Terms of Service for Sellers as specified in Annexure B of these Terms (“Seller Terms”) shall apply additionally.

By using any of the XPERTAGE Services (including browsing our websites/applications/ resources), You are agreeing to the Terms. If You don’t agree with the Terms, You may not use the XPERTAGE Services although we’ll be sorry to see you go!

The use of XPERTAGE Services will be subject to the most current version posted on the Platform at the time of Your use. If You do not accept these Terms, please refrain from using the Site or any of the products and services offered through XPERTAGE Platform.

1. Accepting these terms

1.1 Incorporated herein by reference in their entirety, the following documents are part of the **Terms**. By using the XPERTAGE Platform you are agreeing to the below (as applicable).

1.1.1 These **Terms** which are applicable to everyone visiting or using the XPERTAGE Platform.

1.1.2 **Privacy Policy** which outlines our collection and use of personal information in connection with Your access to and use of the XPERTAGE Platform and the XPERTAGE Services.

1.1.3. **Buyer Terms** under Annexure A which applies to Buyers purchasing any Products or Services listed in the XPERTAGE Platform if you are a Buyer.

1.1.4. **Seller Terms** under Annexure B which applies to any sale of Products or Services by Sellers through the XPERTAGE Platform if you are a Seller.

hereinafter collectively referred to as “**Agreement**”.

2. Your Account.

You must be registered on the XPERTAGE Platform as a Buyer or Seller to make purchases or sell Your Products or Services on the XPERTAGE Platform and/or to access XPERTAGE Services. Your status on the XPERTAGE Platform and the process are governed by these Terms.

XPERTAGE may reject your application for registration for any reason or decide to rescind your account at any time without notice or additional justification at its sole discretion. Upon registration on the XPERTAGE Platform, XPERTAGE shall assign an account (the "**Account**") and issue a User identification ("**User ID**") and password (the "**Password**") to You either as a Buyer or a Seller. You shall ensure that the individual registering, accessing or using the account on behalf of your organisation is a legal adult capable of contracting in Your jurisdiction and is in any case not less than 18 (eighteen) years old and is otherwise a person of sane mind and duly authorised to represent You.

For so long as You comply with these Terms and are a registered user of the XPERTAGE Platform, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the XPERTAGE Platform. By impliedly or expressly accepting these Terms, You also accept and agree to be bound by XPERTAGE Policies including but not limited to Privacy Policy as amended from time to time.

3. Updating these Terms and Conditions

XPERTAGE reserves the right to update and or change the Terms from time to time. When we make changes to these Terms that affect your rights, we will post the revised Terms and inform you via email. You shall ensure to review these Terms periodically for updates/changes. Your continued use of the XPERTAGE Platform following the posting of changes will mean that You accept and agree to the revisions.

4. Managing your Account

4.1. Access and Managing Your Account on XPERTAGE. You guarantee that the information provided by You is true, complete and accurate. We expect You to keep the information that You provide about Your organization up to date. You need to maintain reasonable and appropriate safeguards with respect to Your Account on XPERTAGE Platform including but not limited to up-to-date virus protection on the systems that are accessing the XPERTAGE Platform, security firewall, prevention of unauthorized access, etc. at Your own expense. If You use the XPERTAGE Platform, You shall be responsible for maintaining the confidentiality of your User ID and Password and You shall be responsible for all activities that occur under your User ID and Password.

You agree to immediately notify Us of any unauthorized use / breach of your password or account and ensure that you exit from your account at the end of each session.

4.2. Blocking your Account. We may block You or suspend Your Account or refuse to process a payment, if We reasonably believe there is a risk associated with You, Your Account or payment, if You provide any information that is untrue, inaccurate, not current or incomplete or if your usage breaches a law or regulation or breaches these Terms.

4.3. Reviews and Ratings. Users of the XPERTAGE Platform can leave a review for the Product or Service procured or the course attended. XPERTAGE may use these reviews and ratings to help other users make better decisions. XPERTAGE is not responsible for the content, or any consequences related to the review or rating. XPERTAGE does however reserve all rights to remove a rating or reviews, if the ratings or reviews contain inappropriate content or have malicious intent, or anything that might cause the users to draw incorrect conclusions from the ratings or reviews.

5. Platform for Transaction and Communication:

The users utilize the Platform to meet and interact with one another for their transactions on the Platform. XPERTAGE is not and cannot be a party to or control in any manner any transaction between the users. The information, photo, image, chat communication, text, software, data, music, sound, graphics, messages, videos or other materials transmitted, uploaded, posted, emailed or otherwise made available

by You in the XPERTAGE Platform (" **User Content** "), are entirely your responsibility and we will not be held responsible, in any manner whatsoever, in connection to the User Content.

All commercial/contractual terms are offered by and agreed to between Buyers and Sellers alone. The commercial/contractual terms include without limitation price, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. XPERTAGE does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.

At no time shall XPERTAGE hold any right, title or interest over the products nor shall XPERTAGE have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers.

XPERTAGE is only a marketplace platform that can be utilized by Users to reach a larger base to buy and sell products or services. While XPERTAGE will endeavour to ensure the Sellers deliver quality Services in accordance with prevalent industry standards and shall ensure transparency in the sale or purchase transactions carried out through the Platform, XPERTAGE is only providing a platform for listing, fulfilment, invoicing and payments, and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Seller and the Buyer. At no time shall XPERTAGE hold any right, title or interest over the products nor shall XPERTAGE have any obligations or liabilities in respect of such contract. XPERTAGE is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

6. User Content and Rules on the Platform:

You agree, undertake and confirm that Your use of the XPERTAGE 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 or other suppliers.

7. Privacy

7.1. Your Privacy. Our Privacy Policy details how Your information is collected and used when You use the XPERTAGE Platform. By using XPERTAGE Services, You also agree that We can process Your information in the ways set out in the Privacy Policy, so please review the privacy policy [here](#).

7.2. End User Privacy. Buyers and Sellers may add or import personal information for their end-users (“End User”, “End Users”). An End User is typically the customer, the learner, or an employee of a Buyer, or an instructor contracted with a Buyer. XPERTAGE has no direct relationship with the End User or any person other than the Buyer or the Seller. The Buyer or the Seller hereby represents that adequate consents, permissions or authorisations have been obtained from the End User prior to collection, processing and sharing of the End User information and further procure the consent and/permissions for XPERTAGE to collect and process such End User information for the purpose of provision of Services. XPERTAGE shall process the End Users Data only on behalf of the Buyers or Sellers providing the information.

7.3. If XPERTAGE is sued, fined, or otherwise incurs expenses arising out of any loss, unauthorised transmission, leakage or any damage to the End User information due to any acts or omissions of the Buyers or Sellers, the concerned Buyer or Seller agrees to indemnify and hold XPERTAGE harmless for all such expenses it incurs in connection with the processing of End Users’ personal information.

8. Rules Pertaining To Acceptable Usage

The rules set out a list of acceptable conduct for our XPERTAGE Services including the usage of the XPERTAGE Platform.

- You shall not use the XPERTAGE Platform for any unlawful and fraudulent purposes, which may cause annoyance and inconvenience and abuses any policy or rules of XPERTAGE or applicable laws and interrupt or causes to interrupt, damages the use by other Users of XPERTAGE.
- You shall not use any false e-mail address, impersonate any person or entity, or otherwise mislead XPERTAGE or other Users in the XPERTAGE Platform by sharing multiple address and phone numbers or transacting with mala fide intentions.
- We on certain landing page even allow our Users to exchange communications including ‘viewing user generated content’, chat features and/or ‘videos’ and ‘posting comments’. By accessing, viewing and/or posting any User Content to any specific dedicated page on the XPERTAGE Platform, you accept and consent to the practices described in these ‘Terms’ and ‘Privacy Policies’, as well as any other terms of prescribed by XPERTAGE from time to time. You agree and undertake that when accessing, viewing and/or posting any User Content on these pages You will not imitate, abuse, harass, any User or violate and exploit, any of these Terms of the XPERTAGE Platform.
- 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 User Content, or in any way reproduce or circumvent the navigational structure or presentation of the XPERTAGE Platform or any User Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the XPERTAGE 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 XPERTAGE 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 XPERTAGE Platform, by hacking, password "mining" or any other illegitimate means.
- You shall not attempt to reverse engineer, decompile, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services (including any mechanism used to restrict or control the functionality of the Services), any third party use of the Services, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- Except as expressly provided in the Agreement, no part of the XPERTAGE Platform including the User Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including 'mirroring') to any other computer, server, website or other medium for publication, distribution or any commercial enterprise without XPERTAGE's prior written consent.
- You shall not access the XPERTAGE Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- You shall not use the XPERTAGE Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
- 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/GST, income tax, service tax, central excise, custom duty, local levies) regarding Your use of the XPERTAGE Services 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.
- You shall not engage in advertising to, or solicitation of, other Users of the XPERTAGE Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the XPERTAGE Platform or related to us.
- You may use information on the products and services purposely made available on the XPERTAGE Platform for downloading, provided that You
 - (a) do not remove any proprietary notice language in all copies of such documents,
 - (b) 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,
 - (c) make no modifications to any such information, and
 - (d) do not make any additional representations or warranties relating to such documents.

9. Termination

The Agreement between the Parties shall be valid and binding and will continue in effect until terminated with a 30 days prior written notice (a) by XPERTAGE upon issuing a notice barring access to the Products or Services (b) by Buyer discontinuing the procurement of Products or Services from XPERTAGE Platform and (c) by Seller discontinuing to provide Services to XPERTAGE. Termination will not in any way affect

parties' responsibilities to honour its existing obligations in terms of provisioning of the Services and payments thereof existing as on date of termination. Upon termination, XPERTAGE will restrict or block your access to the Platform except to the extent of completion of existing purchases, and consequently, you will not be able to use any or specific set of features and capabilities on the XPERTAGE Platform. Any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires. XPERTAGE shall further have the right to terminate the Agreement immediately in the event of any non-performance, failure to comply with the obligations under the Agreement, breach of applicable laws or any breach of the terms and conditions of the Agreement applicable to the Buyer or Seller or as otherwise provided under this Agreement.

10. Warranties.

All the XPERTAGE Services, included on or otherwise made available to You through XPERTAGE 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, XPERTAGE does not warrant that the XPERTAGE Platform will be constantly available, or available at all or the information on Platform is complete, true, accurate or non-misleading. We make no warranties that any errors or defects will be corrected.

XPERTAGE makes no representations or warranties of any kind, express or implied, as to the operation of the XPERTAGE Platform or the information, content, materials, or products provided on the XPERTAGE Platform. To the full extent permissible by applicable law, XPERTAGE hereby expressly disclaims any and all warranties, express or implied, including, but not limited to, any warranties of condition, quality, durability, performance, accuracy, reliability, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, XPERTAGE disclaims any and all warranties, express or implied, for any products or services offered on the Platform. All such warranties, representations, conditions and undertakings are hereby excluded. You acknowledge, by your use or access of the XPERTAGE Platform, that your use or access of the XPERTAGE Platform is at your sole risk. This disclaimer does not apply to any product warranty or services warranty offered by the Sellers. This disclaimer constitutes an essential part of this Agreement.

11. Limitation of Liability.

Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall XPERTAGE or any of its affiliates, employees, directors, officers, agents, or partners be liable to you or to any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use of or inability to use the XPERTAGE Platform, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative of XPERTAGE has been advised of or should have known of the possibility of such damages.

Further, XPERTAGE shall not be liable for any of the following: (1) the use or the inability to use the XPERTAGE Platform, (2) any disputes related to products or services published, purchased or obtained from the XPERTAGE Platform, including, but not limited to, disputes about invoicing, quality, safety, warranty, lawfulness or availability of such Products or Services (3) any defect in products or services purchased or obtained from a Seller or any other third party through the XPERTAGE Platform, (4) any violation of third party rights or claims or demands that products or services offered or displayed on the XPERTAGE Platform may violate or may be alleged to violate third party rights or claims by any part that they are entitled to defence or indemnification in relation to assertions of rights, demands or claims by third party rights claimants, (5) unauthorized access to data or private information of any User, (6) statements or conduct of any User of the XPERTAGE Platform (7) access delays or access interruptions to the XPERTAGE Platform (8) data non-delivery, loss, theft, mis-delivery, corruption, destruction, or other modification (9) loss or damages of any sort incurred as a result of dealings with or presence of the third

party links (10) viruses, system failures or malfunctions which may occur in connection with your usage (11) any inaccuracies or omissions in the User Content or (12) any other events beyond the reasonable control of XPERTAGE .

Our total liability to You is limited to the total amount paid by You to us as a Buyer, or by us to You as a Seller in the last 12 months, or INR 10,00,000 (Indian Rupees 10 Lakhs), whichever is the lesser.

We may, at our expense, assume the exclusive defence and control of any matter You indemnify us against, and if so, You agree to cooperate with us.

XPERTAGE shall not be liable for any damages whatsoever (including, but not limited to, damages for loss of profits or savings, business interruption or loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages

The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not XPERTAGE has been advised of or should have been aware of the possibility of any such losses arising.

12. Indemnification.

You agree to defend, indemnify and hold XPERTAGE and its affiliates, directors, officers and employees harmless from and against any and all losses, claims, liabilities, damages, costs and expenses, including attorneys' fees, arising from or related to (1) your use of the XPERTAGE Platform, (2) your breach of any representations and/or warranties made by you to XPERTAGE and (3) claims asserted by third party rights claimants or other third parties relating to products offered or displayed on the XPERTAGE Platform

13. Links to third party websites

References on the XPERTAGE Platform to any names, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you. This does not in any way constitute or imply XPERTAGE endorsement, sponsorship or recommendation of the third party, information, product or service or any association and relationship between XPERTAGE and those third parties.

XPERTAGE is not responsible for the content of any third party sites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to link to any such third party websites, you do so entirely at your own risk. XPERTAGE do not assume any responsibility for examining or evaluating the offerings of the off-websites pages or any other websites linked from the Site. We shall not be responsible for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy policies and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-website pages and other websites that you visit via the Site.

14. General terms

14.1 Electronic Communications. You consent to receive electronic communications and You agree that all agreements, notices, disclosures and other communications that We provide to You electronically, via email and on the Site satisfy any legal requirement that such communications be in writing.

14.2 Our Intellectual property. XPERTAGE owns all the intellectual property rights on the XPERTAGE content that XPERTAGE has put on the Platform, the XPERTAGE Services and the XPERTAGE Platform. This includes the design, compilation, look and feel, logos, trademarks, copyright and other intellectual property on XPERTAGE Platform. You may not copy, distribute, modify, or make derivative works of any of the XPERTAGE content. You may also not use any of our intellectual property in any other way as expressed in these terms and conditions.

XPERTAGE (including its authorised licensees), all versions of the XPERTAGE and XPERTAGE logos,

variations and abbreviations of XPERTAGE and its trademarks used in connection with XPERTAGE Platform are trademarks or registered trademarks of XPERTAGE. Other trademarks, service marks, graphics and logos used in connection with XPERTAGE may be the trademarks of other third parties. Your use of XPERTAGE grants You no right or license to reproduce or otherwise use any XPERTAGE or third-party trademarks.

Sellers may be allowed to use the XPERTAGE mark solely to advertise the availability of products and services on the Platform, and Buyers may use the XPERTAGE mark to advertise their use of the Platform. Buyers and Sellers in no way shall use the trademarks of XPERTAGE for any purpose outside the scope of provision or purchase of Services as stipulated in these Terms.

XPERTAGE grants you limited, non-exclusive, non-transferable, non-sublicensable license to access, and make use of the Platform solely for the purpose of availing the XPERTAGE Services. All rights not expressly granted to you in these Terms of Use, are reserved and retained by XPERTAGE and our affiliates. XPERTAGE reserves the right, at any time, without notice, and at its sole discretion, to terminate your license to use the XPERTAGE Platform and to block and prevent your future access of the XPERTAGE Platform.

14.3. Insurance. Parties will maintain adequate insurance as required by Law and suitable for managing their business.

14.4. Confidentiality. To the extent confidential information is exchanged, the recipient will protect the secrecy of the confidential information of the discloser with the same degree of care as it uses to protect its own confidential information, but in no event with less than due care, and will not disclose or permit others to disclose another's confidential information to anyone without first obtaining the express written consent of the owner of the confidential information.

14.5. Relationship between Parties. Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between You and Us, or between You and anyone else with an Account or user account. Neither You nor Us can bind each other in any way.

14.6 Notices. Any notice You send Us must be submitted via email to info@xpertage.com. Any notice We send to You will be emailed to the email address you specified in Your XPERTAGE user account.

14.7 Severability. The Terms, including all of the policies that make up these Terms, supersede any other agreement between You and XPERTAGE regarding Your Account on the XPERTAGE Platform. If any part of the Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

14.8 Hierarchy. Unless mutually agreed to between You and XPERTAGE, in the event of any conflict between the Terms of this Agreement and any exhibits to these Terms or separate master service agreements that are explicitly agreed with You in writing, the order of precedence is as follows: (a) any XPERTAGE master services agreement that may be in place b) any exhibits to these Terms that are explicitly agreed with You in writing either prior to or subsequent to You setting up Your account on the XPERTAGE Platform; (b) these Terms.

14.9 Waiver. Neither Party shall be deemed to have waived a right, power, or privilege provided for hereunder, unless such waiver is made in writing, and signed by the Party against whom such waiver is sought.

14.10 Force majeure. Under no circumstances shall XPERTAGE be held liable for any delay or failure or disruption for the Services delivered through the XPERTAGE Platform resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, pandemics, shortages of labour or materials, fires,

floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

14.11 Disputes between Buyers and Sellers. If You are unable to resolve a dispute related to a transaction with either a Seller or a Buyer, You may contact us for support at info@xpertage.com or to the email ID of the customer success manager, if any, allocated to You. XPERTAGE will attempt to help You resolve disputes in good faith and based solely on our interpretation of our policies, in our sole discretion; We will not make judgments regarding legal issues or claims. XPERTAGE has no obligation to resolve any disputes.

14.12 Disputes with XPERTAGE. In the event of queries or disputes related to the payment processes or fulfilment processes managed by XPERTAGE; Buyer or Seller shall promptly notify XPERTAGE in writing within 8 business days of receipt of the basis for the query, setting forth the details of such disagreement. XPERTAGE and the Party shall use good faith efforts to resolve the queries promptly. XPERTAGE is committed to resolving your query within 14 business days of receipt. Once the query has been resolved, XPERTAGE may then take further action if deemed necessary.

14.13 Applicable law. The Laws of India governs these terms, and You submit to the exclusive jurisdiction of the courts in New Delhi for the resolution of any dispute between us.

14.14 Contact Information. Please contact Us at the following email address: info@xpertage.com.

ANNEXURE A- BUYER TERMS

These **Buyer Terms** govern your rights and requirements related to purchasing products and services on the XPERTAGE Platform.

All capitalised terms not defined herein shall have the meaning assigned to them in these Terms.

1. Buyer Account Registration

In the course of Buyer's use of the XPERTAGE Platform, Buyer agrees to furnish details and information as requested by Us from time to time including, but not limited to, business entity name, registered address, delivery address, contact details, contact number, email ID, fax number, login and password details, GSTIN, PAN/TAN, company registration documents, etc. as may be required from time to time for provision of the Services ("**Buyer Data**").

Buyer shall remain solely responsible to ensure that all Buyer data is kept confidential and neither XPERTAGE nor the Sellers will be liable for any intentional or unintentional disclosure of any Buyer Data by the Buyer or any of its representatives independent of any actions taken by XPERTAGE and/or the Seller.. Buyer agrees that if they provide any Buyer Data which is untrue, inaccurate, not current, or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the Terms, We shall have the right to suspend or terminate Buyer's account on the XPERTAGE Platform or indefinitely block Buyer from accessing the XPERTAGE Platform.

The use of the XPERTAGE Platform is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. XPERTAGE reserves the right to terminate your registration and/or refuse you access to the XPERTAGE Platform if it is brought to XPERTAGE's notice or discovered that you are under the age of 18 years. If you register as a business entity, you represent that you are duly authorised by the business entity to accept these Terms and you have the authority to bind the business entity to the Terms.

2. Purchasing Products and Services

2.1 Agreement between Buyers and Sellers. When using XPERTAGE Services, the Buyer procures a Service or Product from the Seller and in this connection provides an Order confirmation, which establishes a legally binding agreement between XPERTAGE and Buyer & Seller. Seller will be contractually bound to deliver the Products or Services to the Buyer, which XPERTAGE shall resell to the Buyer and Buyers are obligated to pay for these Products or Services to XPERTAGE. The agreements established between XPERTAGE and Buyer & Seller is subject to these Buyer Terms.

In addition to the above, XPERTAGE may enter into separate Master Service Agreements ("**MSA**") with the Premium Buyers which are incorporated by reference in these Buyer Terms and the Premium Buyers agree to be bound by the MSAs additionally. For this purpose, "Premium Buyer" means Business entities having recurring procurement on the XPERTAGE Platform and who have a continued business relationship with XPERTAGE.

2.2. Placing of Orders: Buyers will place purchase orders ("**Order**") with the Vendors through the XPERTAGE Platform. All communication of any nature relating to the products, services and terms of the Purchase between Buyer and Seller shall be carried out only on XPERTAGE platform. Further, the Buyer and Seller covenant that they shall not discuss and/or modify the terms of any Purchase without prior written notice to Xpertage.

2.3. Acceptance of Orders: Placement of Order placed by a Buyer on Seller through the Platform is an offer to buy the product(s) or services in the Order by the Buyer from the Seller and it shall not be construed as Seller's acceptance of Buyer's offer to buy the product(s) or services ordered. The Seller

retains the right to modify or cancel any such Order placed by the Buyer, at its sole discretion and the Buyer shall be intimated of the same through the Platform. After an Order is placed through the XPERTAGE Platform, the Buyer will be intimated by the Seller of the acceptance of or modification in the Order within one (1) Business Day and the Seller shall accordingly process the delivery of the products or services. “**Business Day**” for the purposes of these Terms means a day other than Saturday, Sunday or a statutory holiday on which banks located in India are open for business.

2.4 If the Seller does not respond within one (1) business day of issuance of the Order, the Order shall stand cancelled.

2.5 XPERTAGE will invoice Buyers for Services when the Order is accepted by the Seller. The Buyer will be required pay up the full invoice immediately. The Order shall be treated as confirmed and valid only after the payment is made by the Buyer. In case the Buyer fails to make the payment, the Order shall stand cancelled.

Notwithstanding the above, invoice to the Premium Buyer shall be issued on confirmation by the Buyer of completion & delivery of Service by the Seller. Hence, for an Order placed by a Premium Buyer a valid contract shall be established when accepted by the Seller on XPERTAGE Platform. The Buyer shall be required to pay the invoice within 30 days of issue of the invoice.

The confirmed Order between Buyer and Seller read along with these Terms shall be treated as the whole contract for the purchase transaction.

2.6. Fulfilling a Service. Unless otherwise agreed in the Order, Seller will provide the required personnel, all required equipment and materials necessary to deliver the service at no additional charge.

2.7. Intellectual Property for Products and Services. When You are buying Products and Services on the XPERTAGE Platform, there is no actual intellectual property being transferred to You. The intellectual property for all Products and Services on the Platform reside exclusively with the Sellers of those Services and is retained by the Seller in case of all transactions, unless expressly agreed as part of the service description or Order or a contract between the Buyer and Seller. You receive limited use rights of the Products or Services, and these rights allow You to use the intellectual property for the delivery of training or educational services. With the exception of customizable courseware products (“**Customizable Courseware**”), and other exceptions where Seller has expressly granted additional rights the Buyer, You may not modify, alter the Services, or imitate Services in whole or in part. When Services include the creation of intellectual property in a work for hire model, Buyer becomes the sole owner of that Intellectual property, and shall have the full title to such intellectual property rights upon creation, unless otherwise mutually agreed by the Parties in writing.

2.8. Purchasing value-added services. Value-added services may include but not limited to proctoring, printing, shipping, scheduling, collaboration platforms, virtual call platforms, translations, managed services, event logistics, transaction financing, and other services. XPERTAGE may or may not use third party providers to fulfil these services. Exact charges for such value added services are determined at the time of checkout. Delivery dates or fulfilment conditions will also be presented at checkout.

3. Invoices and Pricing terms

3.1. Invoices. All purchases on the XPERTAGE Platform will be invoiced by XPERTAGE to You for all the charges on an “as is” basis which are received from the relevant Sellers, in accordance with the Terms (“**Fees**”). If You have purchased Services from multiple Sellers, then you will receive multiple invoices from XPERTAGE based on the purchases from each Seller.

3.2. Base Currency. A base currency is defined for every account. This currency must be one of the currencies being USD, EUR, INR, GBP, SGD or such other currencies as published by XPERTAGE. All transactions are calculated and consolidated in the Base currency. Only one currency can be associated as the Base Currency with an Account, although products can be sold or purchased in other currencies.

INR has been set as default Base Currency. In case, the Buyer wishes to opt for a different base currency

please write to info@xpertage.com. We shall make the necessary change subject permissibility under applicable regulations.

For Premium Buyers, XPERTAGE offers the ability to have a 'Master Account' with multiple sub-accounts.

3.3. Price. The total price is made up of the price for the Product or Services You are procuring, the Platform Fees, fee for purchasing value-added services and any additional fees ("**Total Price**") and will be presented to You prior to ordering Products or Services. Buyers agree to pay the Total Price for any order requested. The Total Price includes the following:

3.3.1 The price for a product shall be listed on the Platform and is referred to as "Product Fee". The Fee can be the fee for a Product or a Service.

3.3.2 the fees for using the Platform ("**Platform Fee**").

3.3.3. Fees for value-added services (refer 3.7) may be added based on the type of Product or Service procured and additional services requested.

3.3.3 The Total Price presented to Buyers shall be subject to taxes (such as GST, VAT) where relevant.

3.4 Rounding. XPERTAGE may round up or round down amounts to the nearest whole functional base unit in which the currency is denominated.

3.5 Taxes. Buyers are responsible for paying Total Price plus taxes for purchase of any Products or Services. International Buyers should have the responsibility of compliance with regulations relating to cross-border transaction including foreign trade policy, FEMA, tax laws etc.

3.6. Location. XPERTAGE may collect geographical information to determine Buyers' location to present Buyer with the price and taxes applicable to Buyer.

3.7. Prices may change without notice. There may be various reasons for prices listed in the Platform to change, for example because of exchange rate fluctuations. Buyers can agree Buyer specific prices with the Sellers ("**Buyer Specific Pricing**") to avoid price fluctuations other than because of exchange rate fluctuations. Notwithstanding anything contained to the contrary, the price of any Product or Service agreed under an Order is not subject to any changes or revisions upon acceptance of an Order.

4 Cancelling and returning Products and Services

4.1 Returning Products or Cancellation of Service where payment has already been made. XPERTAGE will issue a credit note to the Buyer for the amount invoiced and would credit the money in cases the payment has already been received at the time of product return or cancellation of service. Any costs incurred during the returns/ cancellation including any costs associated with transferring back the funds or incurred in return of products or in relation to any applicable taxes will be charged to the Buyer, and deducted from the credit note issued and from any funds that are returned.

Notwithstanding above, in cases where Buyer has specifically agreed in the Order to pay 100% advance to the Seller for purchase of Products or Services, above process shall be followed only after XPERTAGE receives confirmation to refund money by the Seller.

4.2 Cancellation Terms for Premium Buyers: A cancellation policy can be agreed between Buyer and Seller during the order process and confirmed in the Order.

4.3 Seller Cancellation Terms: In case Seller cancels a confirmed PO for a course delivery more than 5 times in a calendar quarter and the reason for the cancellation doesn't qualify either as a Force Majeure (as defined in Section 14.10 of the Terms) or an Excused Cancellation (as described in this Clause below) or an agreed term with the Buyer in SOW, XPERTAGE reserves the right to temporarily suspend and withdraw the Service from the Platform. For this purpose, reasons for Excused Cancellation includes -

- 4.3.1 Unexpected death or serious illness of the trainer delivering the program;
- 4.3.2 Serious injury that directly restricts the ability to travel of a contract instructor or service provider;
- 4.3.3 Significant natural disasters or severe weather or pandemic incidents triggering a state of emergency that directly impact the use of a physical training venue or the ability to travel for the contract instructor or service provider to the training venue;
- 4.3.4 Urgent travel restrictions or severe security advisories issued after the time of booking, by an appropriate government office or agency;

XPERTAGE requires Sellers to provide evidence to support an Excused Cancellation.

Sellers cannot cancel any Order where they have received 100% payment in Advance.

4.4 Cancellation Terms for Subscriptions. XPERTAGE does not offer refunds for payments made on subscriptions including course library subscriptions or service subscriptions. If Buyer cancels a subscription, cancellation will become effective at the end of the current period. Buyer will have continued access to the subscription for the remainder of that period and will not receive a refund.

4.5 Cancelling or returning physical Products. Printed or physical products cannot be returned, regardless of the cancellation date or reasons for cancellation. In case physical products are damaged, missing, or the quality is not acceptable, and the Buyer has notified XPERTAGE support along with photographic proof of the damage within 48 hours of receipt with the intent to return these articles, XPERTAGE will accept these as a valid return.

4.6 Reprint of lost physical Products. In case printed materials get lost in shipping, and this does not fall within the responsibility of the delivery organization, XPERTAGE will offer Buyer a free reprint of the printed materials.

5. Paying for Products and Services

5.1 XPERTAGE shall receive payment from Buyer as reseller of Service. As a Buyer You agree that XPERTAGE will raise the invoice for each Service and shall receive Fees on payment terms as set out herein.

5.2 Third party Payment services. Payment services may contain links to third-party service providers. This could, for example, be a credit card company or an online payment processing provider. Such third-party services are subject to different terms and conditions and privacy practices. Buyers should review them independently. XPERTAGE is not responsible or liable for the availability or accuracy of such third-party services, or the content, products, or services available from such third-party service providers.

5.3 Payment by Premium Buyers. XPERTAGE shall facilitate an NEFT/ RTGS/ SWIFT facility for Premium Buyers. The standard payment term for Premium Buyers is 30 days from the date of issue of invoice..

Notwithstanding above, in case the Premium Buyer has specifically agreed in the Order to pay 100% advance to Seller, it shall be required pay within 5 working days of issue of invoice.

5.4 Late payments. Late payments are subject to an interest charge, which shall accrue at the statutory interest rate for commercial transactions. In the event one or more invoices are overdue, XPERTAGE will reserve the right to put delivery of any further orders on hold, even if already ordered, and may even suspend the Account till the time that all overdue invoices and any invoices related to accrued interest due to late payments have been paid.

6. Product Availability

6.1 Product Availability. XPERTAGE does not guarantee that specific Products, specific versions of Products, or Services will continue to be available on the XPERTAGE Platform or are available in all

countries and geographies. The decision to make specific products or services available to geographies and buyer segments resides solely with the Sellers, and thus falls outside the control of XPERTAGE.

7. Seller promises to Buyers

7.1 Acceptable Quality. Sellers promise that the products they sell and position and are made available for purchase are of acceptable quality and fit for the purpose for which they are sold, that all Services are provided in a competent and professional manner, and that trainers(s) designated to deliver Services to you have the right skill set, a valid accreditation if required, and possess the requisite expertise and experience necessary and appropriate to perform the Services.

7.2 Adequate infrastructure. When Services are delivered at the venue of Seller, Seller will ensure that the training room proposed for the training has sufficient floor area, furniture and seats for the trainer and all planned students and that the room, its environment and furniture comply at all times with all appropriate legislative requirements. In addition, the room and its equipment shall comply with common industry standards.

7.3 Warranty. As a Buyer you choose to use products and services from Sellers voluntarily and at Your own risk. Products are offered 'as is' and 'with all faults' and includes no representation or warranties of any kind, expressed or implied, including the absence or presence of errors, the accuracy of the information contained therein, warranties of title and warranties of merchantability. XPERTAGE offers various mechanisms as part of the Platform for You as a Buyer to review the ratings and experience the products prior to purchase.

7.4 Seller holds rights to supply to you. Sellers promise they hold the rights required to sell and license products and/or to deliver Services to the Buyers. Sellers promise that Your use of the Products, or the delivery of Services to you does not infringe the intellectual property rights of another party.

7.5 Accurate representation. Sellers promise that products and services and their descriptions are not false, inaccurate, misleading, fraudulent, or unlawful. Their descriptions do not violate any applicable law or regulation, including those governing expert control, consumer protection, unfair competition, criminal law, pornography, anti-discrimination, trade practices or fair trading.

7.6 No malicious code. Sellers warrant that products provided do not contain viruses, "phishing" or other computer codes, files, or programs which are designed to limit or destroy the functionality of other computer software or hardware or to obtain any private or sensitive information without explicit and informed consent.

7.7 No Soliciting. Sellers providing Services will not solicit business directly with Buyers or Buyer's customers. Sellers are not allowed to promote or communicate without written agreement and approval from a Buyer to a Buyer, a Buyers customer, or an End User of a Buyer around any other topics that don't directly pertain to or are associated directly with the delivery of a product or service that has been purchased by the Buyer on the Platform.

7.8 Reputation. Sellers agree that for any delivery of Services they (i) do so in a manner that does not in any way adversely impact Buyers' reputation; (ii) avoid deceptive, misleading, or unethical practices; and (iii) refrain from making any representations, warranties, or guarantees to customers on behalf of a Buyer that have not been agreed beforehand.

7.9 Safety and Compliance. Sellers will use all reasonable means to ensure that compliance with all relevant safety and on-site regulations specified in writing by a Buyer for instructors working on the training venue.

10. Confidentiality

You shall ensure that any personal information shared with XPERTAGE or the Sellers during the procurement of the Services through the Platform are done by receiving appropriate consents from the individuals in accordance with applicable laws.

11. Content posted on the Platform and Buyer Communications

XPERTAGE has no responsibility or liability over any User Content as XPERTAGE is merely an intermediary for the purposes of this Agreement.

When you communicate with any Seller or other User through the XPERTAGE Platform, You shall at all times ensure that you comply with the XPERTAGE Terms and Conditions. You agree to refrain from sending any messages, videos, images or other User Content which violates any applicable laws including but not limited to the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 as well as the XPERTAGE Terms and Conditions. We reserve the right, but have no obligation, to monitor the material posted on the Platform. XPERTAGE shall have the right, at its sole discretion, to remove any User Content that violates or is alleged to violate any applicable law or either the spirit or letter of the Terms. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIAL YOU POST ON THE WEBSITE AND YOUR INDEPENDENT COMMUNICATION WITH THE SELLERS AND OTHER USERS, REGARDLESS OF FORM.

12. XPERTAGE Disclaimers to Buyers

XPERTAGE does not make any representations or warranties regarding specifics (such as quality, value, and saleability) of the Products or Services proposed to be sold, offered to be sold or purchased on the Platform. XPERTAGE does not implicitly or explicitly support or endorse the sale or purchase of any products and services on the Platform. XPERTAGE accepts no liability for any errors or omissions of third parties or Sellers in relation to the products and services.

XPERTAGE is not responsible for any non-performance or breach of any contract between Sellers and Buyers. XPERTAGE cannot and does not guarantee that Sellers and Buyers concerned will perform transaction(s) concluded on the Platform. XPERTAGE shall not and is not required to mediate or resolve disputes or disagreements between you and Buyers.

XPERTAGE does not make any representations or warranties regarding item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its users. Buyer is advised to independently verify the bona fides of any particular Seller you choose to deal with on the Platform and use your best judgement in that regard. XPERTAGE does not at any point in time during a transaction between Buyer and a Seller on the Platform come into or take possession of any of the products or services offered by the Seller, gain title to or have any rights or claims over the products or services offered by Seller to the Buyer.

XPERTAGE only provides a platform for communication, and it is agreed that the contract for sale of any products or services shall be a strictly bipartite contract between Seller and the Buyer.

Notwithstanding its reasonable efforts on that behalf, XPERTAGE cannot control the information provided by other users which is made available on the Platform. You may find other user's information to be offensive, harmful, inaccurate or deceptive. Please use caution and practise safe trading when using the Platform. Please note that there may be risks in dealing with underage persons or people acting under false pretence.

You release and indemnify XPERTAGE and/or any of its officers, affiliates and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the XPERTAGE Platform and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, XPERTAGE cannot take responsibility or control the information provided by other Users which is made available on the Platform.

13. Indemnity

In addition to the indemnity obligations provided under Section 12 of the Terms, Buyer shall indemnify and shall keep indemnified XPERTAGE, its affiliates, directors, partners for all the direct and indirect losses, damages, fines, penalties, etc., incurred / suffered by XPERTAGE and or as and when imposed by any government offices / authorities due to commission of unlawful act, breach of your obligations under these Buyer Terms, negligence or fraudulent act by you in regards to your products / services listed

on the XPERTAGE Platform or third party claims arising due to infringement of intellectual property.

XPERTAGE may take appropriate action against the Buyer for any non-compliance with any applicable laws as stipulated in the Terms. This may include but shall not be limited to delisting You or blacklisting You from the XPERTAGE Platform.

14. Buyer Account Deactivation:

XPERTAGE may deactivate any Buyer account on the following grounds:

- Buyer does not comply with the payment obligations.
- Buyer doesn't reply to the payment verification mail sent by XPERTAGE.
- Buyer fails to produce adequate documents requested by XPERTAGE.
- Misuse of phone/email details
- Buyers use invalid address, email and phone no.
- Buyer with excessive returns

In the event Buyer deactivates its account on the XPERTAGE Platform, Buyer shall fulfil all obligations that have accrued to the Buyer before the date of deactivation of the account.

15. Raising of Disputes

Any disputes pertaining to the Services purchased by the Buyers shall be handled directly with the Seller and the Buyer. XPERTAGE shall endeavour to provide reasonable support to Buyer including furnishing of information or relevant documents to help address any queries, or assist in escalating the issue with the Sellers provided that, XPERTAGE shall not be party to any such disputes or liable for any such claims. Notwithstanding anything contained in this Agreement or otherwise, XPERTAGE shall not be liable for any claims by Buyers or other third parties due to any deficiency of Services, inaccuracy, defects, errors, non-performance, delayed performance or other acts or omissions attributable to the Seller or any other claims relating to the products and services supplied by Seller.

ANNEXURE B- SELLER TERMS

1. Preamble

1.1 These Seller Terms govern your rights and requirements related to selling products and services on the XPERTAGE Platform.

1.2. All capitalised terms not defined herein shall have the meaning conferred to them in the XPERTAGE Terms and Conditions.

1.3. The use of the XPERTAGE Platform is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. XPERTAGE reserves the right to terminate your registration and/or refuse you access to the XPERTAGE Platform if it is brought to XPERTAGE's notice or discovered that you are under the age of 18 years. If you register as a business entity, you represent that you are duly authorised by the business entity to accept the Terms and you have the authority to bind the business entity to the Terms.

2. Seller Account Registration

In the course of Seller's use of the Platform, Seller agrees to furnish details and information as requested by us from time to time including, but not limited to, business entity name, registered address, contact details, grievance officer, GSTIN, PAN/TAN, Bank account details, company registration documents, pricing details, product features, sales information etc ("**Seller Data**").

Seller shall remain responsible for maintaining confidentiality of the Seller Data, as well as Seller's display name, login and password details. Seller agrees that if they provide any Seller Data which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the Terms, we shall have the right to suspend or terminate Seller's account on the S XPERTAGE Platform or indefinitely block Seller from accessing the XPERTAGE Platform.

3. Selling Products and Services on the XPERTAGE Platform

3.1. Listing of Products & Services in the Platform:

As a registered Seller, you shall list the Products and Services for sale on the XPERTAGE Platform in accordance with the Terms stated and incorporated herein. You must be legally able to sell the Products and Services, you are listed for sale of Products and Services on the XPERTAGE Platform and must have all the necessary licences and permits required for such sale. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics, pictures or videos that describe your item for sale. All items must be listed in an appropriate category on the Platform. All listed items must remain available for successful fulfilment of sales. The listing description of the item must not be misleading and must describe the actual condition and features of the product. If the item description does not match the actual condition of the item, you agree to refund any amount to XPERTAGE that was received from the Buyer. Additionally, it shall be your sole responsibility to inform the Buyers about the features, uses, specifications of the products if the same is not evident to the Buyer from the description made available in the Platform by You.

3.2. Receipt of Orders:

3.3. **Order Acceptance:** All Sellers must confirm the Order within One Business Day from receipt of the Order. If there is no confirmation from the Seller, nor any feedback from the Seller, the Order shall stand cancelled.

3.4. **Processing of Orders:** Once the Order is accepted, the Seller should initiate service for on time

delivery as agreed in the Order. If there is no action from the Seller, nor communication with reasoning from the Seller for the delay in initiation of the services, the Seller will be sent a notice and upon receipt of notice from XPERTAGE, and within one (1) Business Day if the Seller fails to act or respond to the notice then XPERTAGE retains the full right to cancel the Order.

3.5. Agreement between Buyers and Sellers. When selling Products or Services and upon receiving the Order confirmation through the XPERTAGE Platform, a legally binding agreement is formed between the Buyer and Seller. Seller will then be contractually bound to deliver the Products or Services, and Buyers are obligated to pay for these Products or Services. The agreement made between Buyer and Seller vide the Order is subject to the XPERTAGE Terms and Conditions. Buyers and Sellers acknowledge and agree that they, and not XPERTAGE, will be responsible for performing the obligations of the agreement between Buyers and Sellers. XPERTAGE is not a party to such agreements, with the exception of XPERTAGE acting as a reseller of Seller's Products and Services to the Buyer. Further, the Seller should comply with the MSA, Order these Terms and any other ancillary documents associated with delivery of products and/or services.

4. Pricing and Invoice terms. Seller shall raise invoice on XPERTAGE for the services supplied to the Buyers through the XPERTAGE Platform.

Seller shall be liable to pay a Service Fee to XPERTAGE towards listing of its Products and Services on XPERTAGE Platform ("**Platform Fee**"). Platform Fee shall be –

- 8% of the invoice raised by the Seller on a domestic transaction in India plus taxes.
- 20% of the invoice raised by the Seller on a cross border transaction plus taxes

Platform Fee will not be calculated on any tax component of the Seller invoices.

In addition to above, XPERTAGE shall be offering value added services to the Seller on the Platform, which shall be charged separately in case Seller opts to enjoy such services. Price for such value-added services shall be added into the Platform Fee for the purpose of calculating Net proceeds payable to Seller.

XPERTAGE reserves right to revise Platform fee structure in future.

4.1. Price. Seller shall have the full authority to set the price for the products or services that it sells on the Platform in the currencies that are available for publishing. XPERTAGE may change the number of publishing currencies from time to time. XPERTAGE offers capabilities to customize the price for specific customers or regions. You shall strictly comply with all the policies shared by XPERTAGE for ethical working and shall not form any form of cartel or similar arrangement to influence the price or sale on the XPERTAGE Platform in any form or manner whatsoever.

4.2. XPERTAGE discount programs. When XPERTAGE negotiates volume sales or other arrangements with Buyers as part of creating business opportunities for Sellers, XPERTAGE will give You an option to evaluate any special deals and the choice to participate. Given the nature of the special deal, the Platform Fee may differ for special deals or special promotions.

4.3. Loyalty Program. You may voluntarily participate in XPERTAGE loyalty programs. Loyalty programs grant Buyers benefits such as additional discounts on products or services. Participating in a loyalty program may impact your Seller proceeds.

4.4. Travel and Expenses. Seller agrees not to submit any expenses or disbursements other than what is upfront agreed in the Order.

6. Seller's representations. When offering Products and Services on the XPERTAGE Platform, Seller represents as follows:

5.1. Authority. Seller has the authority to enter into the Agreement and it is competent to carry on its business and operations including the provision of the services. It has obtained and have in full force and

effect authorizations required for carrying on its business and performing the services and shall keep the same valid throughout.

5.2. Adequate Compliances. Seller is in compliance with all applicable laws, including tax laws, anti-bribery laws and regulations affecting its business, operations and assets. The execution of the Agreement, use of the XPERTAGE Platform or providing the Services, compliance with the terms and conditions of the Agreement does not conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction including but not limited to any judgment, order, injunction, decree or ruling of any court or governmental authority, or any law, statute, rule or regulation or any covenant, agreement, writing, instrument to which it is a party, or by which the Seller or any of the property of the Seller is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.

5.3. Acceptable Quality. Sellers promise that the Products they sell are made available for purchase are of acceptable quality and fit for the purpose for which they are sold, that all services are provided in a competent and professional manner, and that trainers(s) designated to deliver Services have the right skill set, a valid accreditation if required, and possess the requisite expertise and experience necessary and appropriate to perform the Services.

5.4. Adequate infrastructure. When Services are delivered at the venue of Seller, Seller will ensure that the training room proposed for the training has sufficient floor area, furniture and seats for the trainer and all planned students and that the room, its environment and furniture comply at all times with all appropriate legislative requirements. In addition, the room and its equipment shall comply with common industry standards.

5.5. Seller holds rights to supply to you. Sellers promise they hold the rights required to sell and license products and/or to deliver services to the Buyers. Sellers promise that the Buyer's use of the products, or the delivery of services does not infringe the intellectual property rights of another party.

5.6. Accurate representation. Sellers promise that products and services and their descriptions are not false, inaccurate, misleading, fraudulent, or unlawful. Their descriptions do not violate any applicable law or regulation, including those governing expert control, consumer protection, unfair competition, criminal law, pornography, anti-discrimination, trade practices or fair trading.

5.7. No malicious code. Sellers warrant that products provided do not contain viruses, "phishing" or other computer codes, files, or programs which are designed to limit or destroy the functionality of other computer software or hardware or to obtain any private or sensitive information without explicit and informed consent.

5.8. No Soliciting. Sellers providing services will not solicit business directly with Buyers or Buyer's End Users. Sellers are not allowed to promote or communicate without written agreement and approval from a Buyer to a Buyer, a Buyers customer, or an End User of a Buyer around any other topics that don't directly pertain to or are associated directly with the delivery of a product or service that has been purchased by the Buyer on the Platform.

5.9. Reputation. Sellers agree that for any delivery of Services they (i) do so in a manner that does not in any way adversely impact Buyers' reputation; (ii) avoid deceptive, misleading, or unethical practices; and (iii) refrain from making any representations, warranties, or guarantees to customers on behalf of a Buyer that have not been agreed beforehand.

5.10. Safety and Compliance. Sellers will use all reasonable means to ensure that compliance with all relevant safety and on-site regulations specified in writing by a Buyer for instructors working on the training venue.

6. Confidentiality

You shall ensure that the personal data of customers/Buyers or End Users of the Buyers is used only for the purpose of scope of customisation transaction and as per the authorisation received from

XPERTAGE/Buyer/End User. The personal data shared with the Seller should be kept confidential and secure and should be deleted post the warranty period. The Seller shall not use the customer data for any unauthorised purpose.

7. Content posted on the Platform and Seller Communications

XPERTAGE has no responsibility or liability over User content as XPERTAGE is merely an intermediary for the purposes of this Agreement.

You shall be responsible for the User Content posted or transmitted on the Platform by You.

When you communicate with any Buyer or User through the XPERTAGE Platform, You shall at all times ensure that you comply with the XPERTAGE Terms and Conditions. You agree to refrain from sending any messages, videos, images or other User Content which violates any applicable laws including but not limited to the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 as well as the XPERTAGE Terms and Conditions. We reserve the right, but have no obligation, to monitor the material posted on the Platform. XPERTAGE shall have the right, at its sole discretion, to remove any User Content that violates or is alleged to violate any applicable law or either the spirit or letter of the Terms. Notwithstanding this right, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIAL YOU POST ON THE WEBSITE AND YOUR INDEPENDENT COMMUNICATION WITH THE BUYERS AND OTHER SELLERS, REGARDLESS OF FORM.**

8. Earning and Pay-outs

8.1. Seller Proceeds. The net Seller proceeds are based on the quantity of Products and Services sold, minus any Products that have been returned under valid conditions for returns, and minus any Services that have been cancelled within a valid period and under valid conditions minus the Platform Fee charged by XPERTAGE.

8.2. Pay-outs for Products. XPERTAGE offers a return period of 30 days calculated from date in Proof of Delivery for all Products purchased by Buyer. In order to accommodate this return period, payment to Seller is due after the transaction has concluded with the Buyer and is taken in the monthly payment run thereafter. Seller raises invoices on XPERTAGE upon the delivery of the Product to the Buyer and if such invoice is not cancelled before the return period of 30 days, XPERTAGE makes the payment of net proceeds to the Seller within 60 days from the date of the receipt of the invoice.

8.3. Pay-outs for Services. Seller shall raise invoice on XPERTAGE immediately after receiving confirmation from Buyer regarding successful delivery of the Service. XPERTAGE shall make the payment to the Sellers within 60 days from the date of the receipt of the invoice.

In case the Seller wishes to receive 100% advance towards delivery of a Service, it will be required to specifically mention the same in the listing and agree the same with the Buyer in the Order. In such an eventuality, XPERTAGE shall pay to the Seller within 7 working days of receipt of the invoice from Seller.

8.4. Currency Conversion. In case a transaction takes place in another currency than your Base Currency, the price of the product / service is converted into your Base Currency first issuing reverse invoice. Your default Base Currency shall be Indian Rupees (INR).

Any currency conversion for transactions in other currencies will be based on a conversion rate with a markup of 1.5% on the mid-market exchange rate on the date when the settlement report is created and shared with the Seller 3-4 days prior to the pay-out. Settlement reports are shared close to the agreed payment term with the Seller. Conversion rates are derived from <https://currencylayer.com/> and are updated on a daily basis.

8.5. Refunds. If under any circumstances, money paid to Seller is required to be paid back to the Buyer, the Seller will promptly, within 10 days of the request of refund by XPERTAGE, transfer the relevant amount received of the transaction from XPERTAGE, back to XPERTAGE's bank account.

8.6. Travel and Expenses pay-outs. When 'Fixed Travel and Expenses' are charged to the Buyer there is no obligation to provide receipts and Travel and Expenses will be paid to you together with the Fee for the Services delivered.

8.7. Withholding Taxes. If required by law, XPERTAGE will charge, collect and account withhold taxes in connection with transactions. If required, XPERTAGE will provide Seller with relevant documentation that is required by law about the deduction or withholding.

8.8. Currency Conversions. XPERTAGE is not responsible for any additional charges and/or fees that Seller's bank or financial institution may apply to the payments Sellers receive from XPERTAGE.

9. Adding or removing Products or Services to/from the Catalog

9.1. Adding Products or Services. As a Seller you can create Products or Services on the Platform. You are able to leverage all delivery methods available to you and use them to design the Product or Services that you want to offer on the Platform.

9.2 Review Before Publication. XPERTAGE retains the discretion to approve or reject a product or service submitted for sale by a Seller. XPERTAGE has the responsibility to offer a balanced catalogue of products and services, and hence may not approve your product or service to the offering. This discretion also holds true if the product or service is modified after it has been published.

9.3 Retiring Product or Services. Sellers can at any time permanently retire existing products or services provided that they notify the last day of the product or service for sale at least 30 days in advance. In case there is an urgent reason to retire an existing Service with a notice shorter than 30 days - then the request needs to be sent to the Platform team along with the reasons for urgent withdrawal. Sellers are obliged to support products or services until the validity date of any issued vouchers for products, until the fulfilment process for physical products has been completed, or when the SoW for services has expired.

9.4. User Reviews and performance information. The products and services that you offer on the XPERTAGE Platform may include User Content such as reviews, ratings, and evaluations. XPERTAGE may supplement User Content with information about your performance, such as response time, number of deliveries, cancellations, etc.

9.5 XPERTAGE Removing or suspending Products and Services. XPERTAGE has the right to remove or suspend a product or service from the active catalog at our discretion in the situation where issues about a product or service are brought to XPERTAGE attention such as quality concerns, suspicions of authenticity, or possible IP issues, errors or violations.

XPERTAGE will give the Seller reasonable notice before an Service is removed, but this is not always feasible and XPERTAGE cannot guarantee this. XPERTAGE will always attempt to address these issues with Seller constructively. XPERTAGE will not be responsible for any loss that You may suffer as a result of Your Products or Services being removed.

10. Delivery and Packaging for Products

10.1. Dispatch: You, as a Seller, shall be required to dispatch the Products for every transaction to the Buyer within the timelines agreed as per the Order to ensure an on-time delivery. Further, you will solely be responsible for undertaking transit insurance for products sold by You on the Platform. For avoidance of doubt, XPERTAGE will not be responsible for undertaking any insurance(s) for products sold by Sellers on the Platform and shall not be liable for any disputes or Buyer claims pertaining to dispatch or delivery of the Products and Services.

Seller hereby represents that the delivery of the Products shall be in accordance with the applicable laws and agreed standards between Seller and XPERTAGE. Seller further ensures that it will meet all your commitments agreed between Seller and the Buyer including any after sales services or additional services thereto. Seller shall provide dispatch details and details of after-sales services related to products and

services listed by it on the Platform to XPERTAGE in such a manner and within a time period as instructed by XPERTAGE, failing which the transaction shall stand cancelled..

Seller shall dispatch the products using only an approved delivery channel which provides appropriate 'proof of dispatch' & 'proof of delivery' (PoDs) documentation. The PoDs should be uploaded on XPERTAGE immediately after delivery to ensure timely disbursal of Net proceeds.

Seller agrees that the dispatch details shall be true, correct, and duly authorised and shall not be misleading, fraudulent, false, unauthorised, illegal and shall not contain any misrepresentation of facts.

In case a Seller fails to provide dispatch details or provides dispatch details not complying with policies, it shall result in consequences as more specifically stated in the Terms and may lead to suspension and / or termination of Seller account.

10.2. Payment conditions: Seller agrees that the transaction price paid by a Buyer will be remitted to a Seller's bank account contingent upon the following events:

- (i) Buyer confirms the delivery of products and / or services in the transaction;
- (ii) Buyer does not take any action on payment facility to confirm delivery within such a time period as provided in the policies despite confirmation of dispatch of products and / or services by a Seller to the Buyer;
- (iii) Buyer's refund claim is rejected by XPERTAGE due to any breach of the Terms, policies, and any applicable law;

10.3 Delivery conditions: You are required to route all shipments / consignments through the Logistic Partner, unless otherwise specified. 'Logistic Partner' shall mean a logistic service provider as approved by XPERTAGE.

It is ultimately the Seller's responsibility to ensure that their products are delivered at the designated facilities of the Buyer free of damage and must adequately plan to prevent product loss and eliminate shipping damage. In the case, when the products delivered by the Seller do not comply with XPERTAGE requirements or specifications, Buyer may cancel the order, and return the item. The Seller will reimburse XPERTAGE for all reasonable costs associated with the remedy of a nonconforming product delivery occurrence.

11. Refund Policy

The XPERTAGE's refund policy applies to all registered Sellers.

11.1 Returning Products or Cancellation of Service where payment has already been made. XPERTAGE will issue a credit note towards the Buyer for the amount invoiced and would credit the money in cases the payment has already been received at the time of product return or cancellation of service. Any costs incurred during the returns/ cancellation including any costs associated with transferring back the funds or incurred in return of products or in relation to any applicable taxes will be charged to the Buyer, and deducted from the credit note issued and from any funds that are returned.

11.2 Cancellation Terms for Premium Buyers Cancellation terms can be specifically agreed between a Premium Buyer and Seller during the order process and confirmed in the Order.

11.3 Seller Cancellation Terms In case Seller cancels a confirmed order for a course delivery more than 5 times in a calendar quarter and the reason for the cancellation doesn't qualify either as a Force Majeure (as defined in Section 14.10 of the Terms) or an Excused Cancellation (as described in this Clause below) or an agreed term with the Buyer in SOW, XPERTAGE reserves the right to temporarily suspend and withdraw the Service from the platform. For this purpose, reasons for Excused Cancellation includes -

11.3.1 Unexpected death or serious illness of the trainer delivering the program;

11.3.2 Serious injury that directly restricts the ability to travel of a contract instructor, service provider;

11.3.3 Significant natural disasters or severe weather or pandemic incidents triggering a state of emergency that directly impact the use of a physical training venue or the ability to travel for the contract instructor or service provider to the training venue;

11.3.4 Urgent travel restrictions or severe security advisories issued after the time of booking, by an appropriate government office or agency;

XPERTAGE requires Sellers to provide evidence to support an excused cancellation.

Sellers cannot cancel any Order where they have received 100% payment in Advance.

12. XPERTAGE Disclaimers to Sellers

XPERTAGE does not make any representations or warranties regarding specifics (such as quality, value, and saleability) of the products or services proposed to be sold, offered to be sold or purchased on the Platform. XPERTAGE does not implicitly or explicitly support or endorse the sale or purchase of any products and services on the Platform. XPERTAGE accepts no liability for any errors or omissions of third parties in relation to the products and services.

XPERTAGE is not responsible for any non-performance or breach of any contract between Sellers and Buyers. XPERTAGE cannot and does not guarantee that Sellers and Buyers concerned will perform transaction(s) concluded on the Platform. XPERTAGE shall not and is not required to mediate or resolve disputes or disagreements between you and Buyers.

XPERTAGE does not make any representations or warranties regarding item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its users. Seller is advised to independently verify the bona fides of any particular Buyer you choose to deal with on the Platform and use your best judgement in that regard. XPERTAGE does not at any point in time during a transaction between you and a Buyer on the Platform come into or take possession of any of the products or services offered by you, gain title to or have any rights or claims over the products or services offered by you to the Buyer.

The Platform is only a platform that can be utilised by Seller to reach a larger customer base to sell items or services. XPERTAGE only provides a platform for communication, and it is agreed that the contract for sale of any products or services shall be a strictly bipartite contract between Seller and the Buyer.

Notwithstanding its reasonable efforts on that behalf, XPERTAGE cannot control the information provided by other users which is made available on the Platform. You may find other user's information to be offensive, harmful, inaccurate or deceptive. Please use caution and practise safe trading when using the Platform. Please note that there may be risks in dealing with underage persons or people acting under false pretence.

13. General:

13.1. Seller Account Deactivation

As per our policy, if a Seller requests for a closure of the account, the account will be put on hold for new transactions immediately. The account can be accessed only for smooth closure of transactions which have been made prior to his closure request. After all existing obligations are fulfilled, the Seller would be required to reach out to us confirming that he all transactions have been closed and requesting for a deactivation again. Upon receiving this confirmation, the Seller's account will be deactivated provided there are no outstanding payments due from the Seller to XPERTAGE, with certain information being retained by XPERTAGE at all times, such as registered mobile number, registered email ID, GSTIN and other transaction related information. Such information is being retained for audit purposes and to prevent fraudulent acts by the Sellers in the future. If a Seller decides to commence his business with XPERTAGE again, he/she will not be able to create a new account, but the older account can be restored if it is required.

13.2. Indemnity

In addition to the indemnity obligations under the Terms, Seller shall indemnify and shall keep indemnified XPERTAGE, its affiliates, directors, partners for all the direct and indirect losses, damages, fines, penalties, etc., incurred / suffered by the XPERTAGE and or as and when imposed by any government offices / authorities due to commission of unlawful act, breach of your obligations under the Agreement/(s), negligence or fraudulent act by you in regards to your products / services listed on the XPERTAGE Platform or third party claims arising due to infringement of intellectual property.

XPERTAGE may take appropriate action against the Seller for any non-compliance with any applicable laws as stipulated in the Terms or otherwise applicable to the Product listed by You. This may include but shall not be limited to delisting You or blacklisting You from the XPERTAGE Platform.

13.3. Anti-corruption compliance

Seller agrees that in the performance under this Agreement, Seller or its employees, officers, personnel will not directly or indirectly offer, promise, give, or authorise the giving of anything of value, or offer, promise, make, or authorise the making of any bribe, facilitation payment or other improper or unlawful payment to any Buyer, other User of the XPERTAGE Platform, any government official, political party, or candidate for public office in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of such party. Seller agrees to certify its compliance with the applicable anti-corruption laws and regulations when requested by XPERTAGE.

13.4. Sub-contractors

Seller must obtain prior written authorization from XPERTAGE before Seller engages any subcontractor to perform any services under the Agreement.

13.5. Audits

XPERTAGE shall have the right to inspect and audit Seller's records and premises / place of business through itself or through XPERTAGE approved third party testing agencies. Cost of such an audit shall be borne by Seller if the Seller accounts reflects any non-compliance with the Terms, Agreement and applicable laws.

13.6. Exclusion of third-party claims and disputes

Notwithstanding anything contained in this Agreement or otherwise, XPERTAGE shall not be liable for any claims by Buyers or other third parties due to any deficiency of Services, inaccuracy, defects, errors, non-performance, delayed performance or other acts or omissions attributable to the Seller or any other claims relating to the products and services supplied by Seller. Any disputes with the Buyers shall be handled directly with the Seller and the Seller acknowledges that XPERTAGE shall not be party to any such disputes or liable for any such claims.