



## **TERMS & CONDITIONS**

**for**

### **Customers of “SMALL MARKET” e-Commerce Business**

Please read these terms and conditions carefully as by using this site, you are confined and restricted by these terms & conditions (hereinafter referred as T&CS).

### **READ THESE USER TERMS CAREFULLY BEFORE USING OUR WEBSITE & APP**

#### **1. GENERAL T&C**

##### **Definitions**

- **You** –You hereby referred as a user/ supplier/vendor/wholesaler/ customer/client/visitors/buyer, registering a new booking/case with the website/App.
- **Owner** – Owner referred to as “**www.smallmarket.in and/or SMALL MARKET Apps**” on behave of SARALA POWERTECH CONSULTING ENGINEERS LLP, LLP IN: AAG-2605, 3<sup>rd</sup> Floor, LP-110, Prasanti Vihar, KIIT Post, Bhubaneswar, Odisha- 751024, India, “Employer”, “SMALL MARKET”, “website/Apps”, “we”, “us”, “our”.
- **Delivery Personnel’s-** Delivery Personnel’s here referred to as “Logistic Company” and/or “delivery boy” and/or “Courier Company” and/or any other who engaged in delivery of products, goods, items, packaging of such products, goods, items and its delivery to customer/client.
- **Booking/Case** – effected via the registration with the website and/or APPs for availing /ordering/ booking of products, goods, items available at website/Apps. Bookings can be made for single product/good/item or split/multiple Products/goods/items.
- **Agreed Time** - The appointed date and time for your delivery of order booked with website/Apps.

#### **2. LEGALLY BINDING AGREEMENT**

These T&CS establish an obligatory legal agreement between you and www.smallmarket.in and SMALL MARKET Apps. These T&CS apply to you whether you are browsing or are a customer of website/app. The Terms of Use in force at any time are published on the Website and you will be taken to have accepted them by accessing or using the Website.

#### **3. SERVICES**

The www.smallmarket.in and/or SMALL MARKET APP provides door step delivery facility for fresh and desi items/products as if available with local



#### T&C of Small Market

farmers/ producers/street vendors/local stores in the specific locality upon order booked. The delivery of these High end quality of goods, products, items including but not limited to grocery items, Cosmetic items, foods, raw vegetables, food and beverages, fresh nonveg items like fish, chickens, mutton etc., Home care, fashion and accessories, Home furnishings, personal care, Toys and stationaries, Luggage and bags, plastic products, electrical products, Entertainment instruments, books with student study items, school/college/ office stationaries, IT and personal electronics etc. The [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP provides door step facility to its Customers/ client through third party who are Logistic company or individuals. All the bookings and delivery thereof provided by the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP to you by means of your registration on website/app.

#### **4. CUSTOMER CLAUSE**

- Customer/ client is required to create an account on our website/app, fill the registration form and book orders request after agreeing with T&C's as provided herein.
- The entire Booking request as may be directed by the customer/client or by selection of requisite goods/products/items shall be forward to the concerned Logistic Company and/or franchise/ individual delivery boy by the [www.smallmarket.com](http://www.smallmarket.com) and/or SMALL MARKET APP to enable the door step facility to customers/clients. The Logistic Company/individuals delivery boys shall be hired through the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP internal mechanism procedure, to deliver the orders to its ultimate customer/client. However, it is clarified that communication details (including your name, contact number etc.) of Logistic Company/individuals & Customer shall be shared between both of them by the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP for the ease of both the parties to perform or exercise their rights & obligations.
- It is pertinent to mention here that, the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP itself does not own regulate the Logistic Company/individual delivery boys and neither there exists any employer / employee relation between them. It is the Logistic Company/individuals who shall render the required delivery of goods/products/items to you as per the booking by you with the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP while registering with the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP. The provision of the Delivery to be rendered by the Logistic Company/individuals to you is therefore subject to the agreement (to be) entered into between you and the Logistic Company/individuals and the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP shall never be a party to such agreement, in any manner whatsoever.
- You hereby certify and confirm that the relevant information you provide to the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP while registering your request or creation of account is accurate and complete in all respect as may be demanded by the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP in the application form. The [www.smallmarket.in](http://www.smallmarket.in)



#### **T&C of Small Market**

and/or SMALL MARKET APP is entitled to an all-time verify the information that you have provided and same shall not be liable if you do not visit the appropriate web portal or dial-in the correct contact number.

- You will treat Logistic Company/individual delivery boys introduced to you through us with respect and not to cause damage to them or engage in any unlawful, threatening, harassing, abusive behaviour or activity whilst using their service;
- You will compensate and defend the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP fully against any claims or legal proceedings brought against us by any other person as a result of your breach of these T&C's.
- You agree that [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP is not responsible for the late delivery, behaviour, actions or inactions, accuracy of Logistic Company/individual delivery boys, quality of products/goods/items which you may use (through us or otherwise). Any Contract for the provision of delivery is exclusively between you and the delivery personnel and not us in any manner whatsoever.

#### **5. DELIVERY PERSONNELS**

- The [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP itself does not own / regulate the Logistic Company / delivery personnel's and neither there exists any employer / employee relation between them. It is the Logistic Company/individual delivery boys who shall render the required delivery to you as per the relevant information submitted with the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP while registering with the us. The provision of the delivery to be rendered by the Logistic Company/individuals to you is therefore subject to the agreement (to be) entered into between you and the Logistic Company/ individuals and the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP shall never be a party to such agreement, in any manner whatsoever. Acceptance of booking request by the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP and the Logistic Company/individuals does not reach your delivery location or decide not to render delivery, in that case / event the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP shall not be held liable to you in any manner whatsoever and neither the Customer is under obligation to make any payment in lieu thereof.
- You agree that [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP shall not be responsible for any act of delivery personnel. Further, you agree that you will be sole responsible for products/goods/items and delivery thereof.

#### **6. RELATIONSHIP AND RESPONSIBILITY**

A Relationship of party's clause describes the relationship between the owner, delivery personnel's and customer as a result of the agreement. or, more commonly, it makes it explicit that that there is no special relationship between the owner and delivery personnel as well as between owner and customer.



Neither party has the authority to, and will not, held responsible owner of the website or any of its successor, authorised agent or any other person related to the owner of the site for any act done directly or indirectly by any of the party.

Delivery personnel's and Customer will be self-responsible for any conflicts, disputes, quarrels, clashes and/or accidental damage is any between them. None of the party will alleged on the owner of the website.

## **7. PAYMENT AND CHARGES**

Customers/client will make payment in full either online mode of payment and/or cash on delivery to [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP or to delivery personnel introduced to you. The charges shall be updated or amended from time to time and it shall be your responsibility to remain informed about the prevailing minimum charges. You agree that you will pay for all orders booked by you either by way of cash, cheque, online payment, or any other payment method introduced by the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP. Any payment made is non-refundable. After the completion of the delivery, we will facilitate for you to receive a copy of the acknowledgement/ payment invoice on your registered e-mail/WhatsApp account/in customer login page of the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP.

Other terms for Payment and charges are as follows: -

1. You can either pay the Transaction Fee directly to the delivery personnel upon completion of his delivery or through the website and/or APP linked with payment gateway, in Indian Rupees.
2. If You choose to pay the Transaction Fee through the Website, your credit/debit card/online banking or other payment instruments will be processed using a third party payment gateway ("Payment Facility") which will also be governed by the terms and conditions agreed to between You and Your issuing bank.
3. We will not be responsible for any loss or damage to You due to Your use of the Payment Facility on the Website.
4. We can impose limits on the number of Transactions or the Transaction Fee which We receive from You and can refuse to process any Transaction Fee, at Our sole discretion.

## **8. SHIPPING POLICY**

The [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP is committed to deliver your order with good quality packaging within given time frame. We ship throughout the week except Public holidays. To ensure that your order reaches you in good condition, in the shortest span of time, we ship through Logistic company/individual delivery boy or through courier services as may suitable.



## T&C of Small Market

The shipping charge is specified separately for every product. For multiple products ordered the programme adds up the total of all individual shipping charges. Thus, a customer who orders three products is charged the total of all individual delivery charges associated with each product. Thus, the delivery fee is calculated separately when a customer orders different product. However, in case of any deficiency in delivery of goods/products/items, [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP shall not be held responsible.

### **9. DELIVERY POLICY**

Orders are dispatched as fast as possible within few minutes to few days and/or as per the delivery date and time specified by you at the time of placing the order. Most orders are delivered within few minutes on same working days but not bound to time and it may delay also without any notice/intimation to customer. Delivery of all orders will be duly done to the address as mentioned by you at the time of placing the order. However, the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP will be not liable for any delays cause by Logistic company/individual delivery boy or Courier company.

You agreed that you will be charged the specified delivery charges, as shall be mentioned for each product during booking of your order. However, if you cancel the order during delivery, then minimum amount of Rs. 25 or more will be chargeable irrespective of your booking value.

### **10. CANCELLATION AND REFUND POLICY**

If you cancel your order before your product has packed and handed over to delivery boy/shipping agency subject to cancellation fee and policies.

- a) If you cancel your order before communication to the Logistic Company/individual delivery boy regarding delivery of order then [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP will not charge cancellation fee and credit the amount to you.
- b) If you cancel your order after communication to the Logistic Company/individual delivery boy regarding delivery of order then you will not receive any refund, but you will receive a full store credit less delivery charges. This credit can be applied to any future booking.
- c) However, any products/goods/items of perishable nature will not be allowed to cancel at any stage, hence, such amount is not refundable.
- d) If you cancel your order after your product has shipped, we will not refund or credit you the amount unless your item is not delivered by the Logistic Company/individuals.

### **11. RETURN POLICY**



#### T&C of Small Market

- a) All you have to do is place the items in the complimentary return express parcel and return. Please make sure that product is/are free from any defects, damage, alteration. Item(s) must be returned along with its accessories as delivered to you. If the item(s) found to be torn, damaged, altered, or with any other defect then such item(s) shall not be eligible for return and you have to pay damages. However, any products/goods/vegetables, nonveg items, food parcels and items of perishable nature once delivered will not be allowed to be cancelled at any stage, hence, such amount is not refundable.

## **12. INDEMNIFICATION**

By accepting these User Terms, you agree that you shall defend, indemnify and hold the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- (a) your violation or breach of any term of these User Terms or any applicable law or regulation, whether or not referenced herein;
- (b) your violation of any rights of any third party, including Logistic Company/Individual delivery boy arranged via the Application;
- (c) your use or misuse of the Website, or
- (d) Any other means which leads to loss of [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP due to any act, action, inaction, behaviour etc. of the customer/ client and Logistic Company/Individuals against [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP.

## **13. LIABILITY**

- The information, recommendations provided to you on or through the Website is for general information purposes only and does not constitute any advice. Owner will reasonably keep the Website and its contents correct and up to date but does not guarantee that (the contents of) the Website are free of errors, defects, malware and viruses or that the Website are correct, up to date and accurate in all means.
- The owner of website shall further not be liable for damages resulting from the use of (or the inability to use) electronic means of communication with the Website, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.
- The delivery of the products/goods/items requested through the use of the website or the delivery is entirely the responsibility of the Logistic Company/Individuals who ultimately deliver such goods/products/items to you. The [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP under no



#### T&C of Small Market

circumstance accepts liability in connection with and/or arising from the delivery provided by the delivery personnel or any acts, action, behaviour, conduct, and/or negligence on the part of the Logistic Company/Individuals.

#### **14. LIMITATION LIABILITY**

Notwithstanding anything stated under these T&Cs and the Policies, in the unlikely and rare event, you hereby acknowledge that the www.smallmarket.in and/or SMALL MARKET APP shall not be responsible for any act, behaviour, actions or inactions, accuracy, efficiency of Logistic Company/Individuals. Moreover, Logistic Company/Individuals and customer will require to solve by themselves, if any, conflict arise.

You hereby agree and confirm that the sole and exclusive responsibility and obligation of the www.smallmarket.in and/or SMALL MARKET APP is to ensure that the goods/products/items are being provided in compliance of all applicable laws, rules and regulations.

#### **15. INTELLECTUAL PROPERTY RIGHTS (TRADEMARKS AND COPYRIGHTS)**

Website visitors/ Customers/clients/delivery personnel/ employees of www.smallmarket.in and/or SMALL MARKET APP acknowledge that the Site shall provide information pertaining to other User's availing the Services and information pertaining to the Site Owner, in addition to the Site Content. You hereby agree that you shall not copy, modify or distribute or misuse any information provided on the Site for any purpose, including but not limited to your personal use or cannot use in any similar business. You acknowledge that the www.smallmarket.in and/or SMALL MARKET APP through its authorised representative is the sole and rightful owner of the Intellectual Property and you agree not to register, use or file in your own name or in the name of any other person or company any trademarks same or similar or resembling, in any manner, the Intellectual Property and not to associate the Intellectual Property with your own business, except for the purpose as specified in these T&Cs and all the Policies. In this regard "Intellectual Property" shall mean any and all property in any name, signature, word, letter, numeral or any combination thereof, trademark, brand name, service mark, trade name, copyright, design, logo, know-how, trade secrets, photographs/images of the Products displayed on the Site whether registered or not, belonging to the www.smallmarket.in and/or SMALL MARKET APP.

#### **16. MODIFICATION/AMENDMENT**

We reserve the right, in our sole discretion, to change, modify, add or delete portions of this T&C's at any time without notice, and it is your



## T&C of Small Market

responsibility to review these T&C's from time to time, in order to keep track and take note of the changes. Your use of the Site following any amendment of these T&C's will signify and constitute your consent to and acceptance of such revised these T&C's. We will not file or store a copy of these terms for each interaction on transaction by you via the Site. We therefore recommend that you save a copy of these T&C's for future reference, and ensure that such copies can be reliably verified as being effective (i.e. published on the Site) on a particular date.

## **17. DISCLAIMER POLICY**

The information contained in this website is for general information purposes only. The information is provided by [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

## **18. TERMINATION**

The [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP may terminate these T&Cs, the Policies, booking, orders and/or access to the Site hereunder for any reason, including but not limited for reasons of breach, by you, of these T&Cs or all/any of the Policies. Your sole right to terminate these Terms and Conditions is by not using the Site and/or Services/delivery and deleting your account on the Site.

## **19. SEVERABILITY**

If any term or provision of this Terms & Conditions/Agreement shall to any extent be declared illegal or unenforceable by arbitrator(s) or by a duly authorized court of competent jurisdiction, then the remainder of this T&C's /Agreement or the application of such term or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, each term and provision of this Terms & Conditions/Agreement shall be valid and enforceable to the fullest extent permitted by law and the illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term of provision.





## **20. DISPUTES AND ARBITRATION**

It is agreeing that to make a good-faith effort to resolve any dispute arising out of, or in connection with, this Contract through negotiation. Should the parties fail to resolve any such dispute within ten (10) days, any controversy or claim arising out of or relating to this Contract, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in Odhisa, India and in accordance with the Arbitration and Conciliation Act, 1996 and as per Commercial Arbitration Rules of the Arbitration and Conciliation Act India, 1986. The arbitration shall be conducted by one arbitrator, who shall be (a) selected with the mutual consent of both the Parties and (b) a licensed attorney with at least ten (10) years' experience in the practice of law and at least five (5) years' experience in the negotiation of technology contracts or litigation of technology disputes. The arbitrator shall have the power to enter any award that could be entered by a judge of the state courts of **Bhubanesawr or Khurdha district court**, Odisha state in India sitting without a jury, and only such power, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the State of Odhisa, India or any other applicable law. The arbitrator must issue his or her resolution of any dispute within thirty (30) days of the date the dispute is submitted for Arbitration. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the Arbitration. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

## **21. NOTICE**

Any notices required or permitted hereunder shall be given to the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP or Customer, as required, at the address specified or at such other address as the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP or Customer shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by telephone facsimile, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid.

## **22. PRIVACY AND COOKIE NOTICE**

The [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP collects and processes the personal data of the visitors/ registered customers of the Website and the promotional offers may be send by the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP on time to time basis unless the same is denied by them by informing to the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP.



### **23. FORCE MAJEURE**

www.smallmarket.in and/or SMALL MARKET APP hereto shall not be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, strikes, lock-out, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences.

### **24. MISCELLANEOUS**

- www.smallmarket.in and/or SMALL MARKET APP shall not be responsible for quality, quantity, shape, colour, design, size or any other distinctive features with regard to all or any items/goods/products available or shown at our website/app.
- Customer/client agreed that quality, Quantity, shape, colour, design, size or any other distinctive features of the products/goods/items may be distinctive as it is shown at website/app.
- Customer/client agreed that it is his/her sole discretion to order/book any of the items/goods/products available or shown at website/app. www.smallmarket.in and/or SMALL MARKET APP shall not be held responsible for any defects in any manner with respect to such items/goods/products.
- Customer/client agreed that www.smallmarket.in and/or SMALL MARKET APP shall not be held responsible for any foul smell, rotten perishable products either due to late delivery or by any other reasons.
- In the event of any dispute or difference between the Parties in respect of this Agreement, the construction of any provision of this Agreement or the rights, duties or liabilities of the Parties hereto under this Agreement, the same shall be referred to arbitration by a sole arbitrator to be appointed by the owner of website and the arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at sole discretion of owner of website. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding on the parties. The arbitrator shall have the authority to order specific performance of this agreement. Subject to the foregoing, the Courts at **Bhubaneswar or Khurdha district court** in the state of Odisha, India only shall have exclusive jurisdiction.
- The Courts of Odisha shall have the sole and exclusive jurisdiction in respect of any matters arising from the use of the services/delivery offered by the www.smallmarket.in and/or SMALL MARKET APP or the agreement or arrangement between the delivery personnel and the Customer.



#### T&C of Small Market

- All third-party advertisements, hyperlinks or other redirection tools on the Website which take You to content operated by third parties are not controlled by us and do not form part of the Website. We are not liable for any loss or harm that occurs to You as a result of such sites.
- Please contact us at [info@smallmarket.in](mailto:info@smallmarket.in) / [smallmarketcare@gmail.com](mailto:smallmarketcare@gmail.com) for any questions or comments (including all inquiries related to copyright infringement) regarding this Website.
- This document is an electronic record under the Information Technology Act, 2000 and rules thereunder. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, Privacy Policy and Terms of Use for access to or usage of this Website.

You have read and understood the above Terms and Conditions. You agree that by accessing the Site and/or availing the Services you hereby accept the Terms and Conditions and the Policies displayed on the Site and further agree to be bound by these Terms and Conditions and the Policies as may be modified by the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP from time to time. You further agree that the Services and the Site the access to which is being provided to you by the [www.smallmarket.in](http://www.smallmarket.in) and/or SMALL MARKET APP is subject to change.