

TERMS OF USE

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. 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)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of domain name/ website [www.b2bconnect.co.in] ("**Website**"), including the related mobile application (hereinafter referred to as "**Platform**").

This document is a legally binding agreement between B2B CONNECT and a Buyer (*as defined below*), as the case may be (acting by itself or through its representatives) (collectively referred to as "**you**", "**your**", "**User**" hereinafter) who access or use or transact on the Platform and avail Service for a commercial purpose only and the Gahano tech mart private limited (referred to as "**we**", "**us**", "**our**" or "**B2B CONNECT**" hereinafter). You acknowledge and agree that the Platform is a business to business (B2B) platform and provides services to business entities only.

This document and such other rules and policies of the Platform (including but not limited to [Return Shipments Policy](#), [Undelivered Shipment Policy](#), [Privacy Policy](#), [Product Listing Policy](#), [Infringement Policy](#), [Anti-Counterfeiting Policy](#)) as may be amended from time to time are collectively referred to below as the "**Terms**". We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms, at any time without any prior written notice to You. By accessing, browsing, or otherwise using the Platform or using the Services, including following the posting of changes, User agrees to accept and be bound by the Terms (as may be amended from time to time). It is your responsibility to review these Terms periodically for any updates / changes. Please do not use the Services or access the Platform if you do not accept the Terms or are unable to be bound by the Terms.

PLEASE READ THE TERMS CAREFULLY BEFORE PROCEEDING IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THE PLATFORM OR THE SERVICES PROVIDED BY THE PLATFORM OR B2B CONNECT. By impliedly or expressly accepting these Terms, You also accept and agree to be bound by any amendments, updates and modifications to the Terms and the other policies (including but not limited to, Privacy Policy), as maybe amended, updated and modified from time to time.

Additional terms and conditions may apply to You in respect of availing specific services and/or to specific portions or features of the Platform, including but not limited to, Services, any other additional services as may be offered by us from time to time, contests, offers, schemes, promotions or other similar features, all of which terms are to be read as part of these Terms. You agree to abide by such other terms and conditions, including, where applicable, representing that You have the legal capacity to use or participate in such service or feature. If there is a conflict between these Terms and the terms posted for or applicable to a specific portion of the Platform or for any specific service offered on or through the Platform, the latter terms shall control with respect to your use of that portion of the Platform or the specific service. B2B CONNECT expressly reserves the right at any time, to add to and/or alter, modify, change or vary all or any of the terms and conditions or to replace wholly or in part, the contests, offers, schemes, promotions etc. with another contest, offer, scheme, promotion etc. or to withdraw it altogether.

For the ease of reference, this document is divided into following sections:

- I. General Terms applicable to all users on the Platform;
- II. Terms applicable to Buyers ("**Buyer Terms**")

If you (by itself or through your representatives) intend to make a purchase or have placed an order on the Platform for commercial purposes ("**Buyer**"), Section I. and II. shall be applicable to your use and access of the Platform and its Services thereof.

I. GENERAL TERMS

1. EFFECTIVE DATE

These Terms of Use shall come into force with effect from 0000 hours of 1st January 2024.

2. APPLICATION AND ACCEPTANCE OF THE TERMS

- i. Your use of the Platform and B2B CONNECT's services, features, functionality, software and products (collectively the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the [Privacy Policy](#), [The Product Listing Policy](#), [The Infringement Policy](#), [The Return Shipments Policy](#), [The Undelivered Shipment Policy](#), [Anti-Counterfeiting Policy](#), and any other rules and policies of the Platform that B2B CONNECT may publish from time to time.
- ii. You must read B2B CONNECT [Privacy Policy](#) which governs the collection, use, and disclosure of personal information about Users. You accept the terms of the Privacy Policy and agree to the use of the personal information about you in accordance with the Privacy Policy.

3. PROVISION OF SERVICES

- i. You must register on the Platform in order to access and use the Services. Further, B2B CONNECT reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) subject to other conditions that B2B CONNECT may impose in its discretion.
- ii. User acknowledges that the Services are being provided to you on a 'as is' and 'as available' basis and may be interrupted while browsing, transacting, using or uploading information on the Platform. User agrees that we reserve the right to suspend the Services, forthwith without assigning any reason whatsoever, at our sole discretion.
- iii. B2B CONNECT may at any time with or without notice, withdraw, terminate, and/or suspend any or part of the Services without cause or in case of any breach of the Terms by the User. In addition, termination of any or part of any Services shall not impact provision of other services or other business arrangements or agreements which the User may have entered into with B2B CONNECT.

4. ELIGIBILITY

The Platform is available for use and access to Users who can form legally binding contracts under Indian Contract Act, 1872. For the purposes of these Terms, the term 'persons' shall mean any sole proprietor, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other body corporate duly incorporated under the laws of India.

User must not use the Platform and its Services for their personal use and the Platform shall be used by the User only for their business purposes.

5. USER ACCOUNTS AND VERIFICATION OF ACCOUNT

- i. User must be registered on the Platform to access or avail the Services for its commercial purposes. You agree and acknowledge that you will transact on the Platform only for your business purposes and not for personal use. Except with B2B CONNECT's approval, one User may only register one account on the Platform. B2B CONNECT may cancel or terminate a User's account if B2B CONNECT has reasons to suspect that the User has concurrently registered or controlled two or more accounts. Further, B2B CONNECT may reject User's application, without assigning any reasons thereof, for registration for any other reason.
- ii. A set of user ID and OTP (One Time Password) / password is unique to a single account. Any action triggered on your user account on the Platform or by using the unique OTP will be deemed to have been authorised by you and with your express consent. You shall be solely responsible for maintaining the confidentiality and security of your user ID and password and for all activities that occur under your account. You agree that all activities that occur under your account (including without limitation, posting any company or product

information, clicking to accept any terms & conditions or rules, subscribing to or making any payment for any Services, sending emails using the Platform or other communications) will be deemed to have been authorized by you.

- iii. When you access the Platform you are electronically communicating with B2B CONNECT. B2B CONNECT may communicate with you by e-mail, SMS, WhatsApp messages or messages through other modes of communication, phone call or by posting notices on the Platform or by sending in-app notifications or any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages) in the above manner, from B2B CONNECT with respect to your use of the Platform and it shall be deemed by your continued use of the Platform that you agree and consent to receive any communications from B2B CONNECT.
- iv. While registering the User account on the Platform you will be required to furnish details about you and with respect to your business including without limitation, business name, GSTIN, PAN, TAN, Udyog Aadhar, address, phone number and/ or any other information that may be required by B2B CONNECT to provide in relation to your business. You agree and acknowledge that we may directly or through a third-party service provider validate the information provided by you on the Platform. You agree to furnish additional information and provide documentary proof as may be requested by us, from time to time, for the purposes of verification of your user account information. If any information provided by you is found to be incorrect or misleading, B2B CONNECT reserves its right to take appropriate steps as set forth under Clause 7 of these General Terms. For the purposes of verification of your account information, you agree that we may share your information with such third party service provider in accordance with the terms of the Privacy Policy. We reserve the right to seek additional information from you about you and your business, from time to time and you consent to provide such additional information to continue using the Platform.

6. **GENERAL TERMS**

- i. You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc. available on or through the Platform (the “**Platform Content**”), and (b) you will not copy, reproduce, download, compile or otherwise use any Platform Content for the purposes of operating a business that competes with B2B CONNECT, or otherwise commercially exploiting the Platform Content or systematic retrieval of Platform Content from the Platform to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes).
- ii. You agree not to undertake any action which may undermine the integrity of B2B CONNECT’s feedback system.

- iii. You agree that the Services shall be availed by you only for commercial purposes that is for sale or purchase of products for further distribution or sale. You further agree that you will not use the Platform or any of its Services thereof for your personal use or consumption.
- iv. By posting or displaying any information, content or material ("**User Content**") on the Platform or providing any User Content to B2B CONNECT or our representative(s), you grant perpetual, worldwide, royalty-free, and sub-licensable license to B2B CONNECT to display, transmit, distribute, reproduce, publish, translate, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of the Platform, the provision of any Services and/or the business of the User. You confirm and warrant to B2B CONNECT that you have all the rights, power and authority necessary to grant the above license.
- v. User agrees, undertakes, and confirms that User's use of Platform shall be strictly governed by the following binding principles:
 - a. User shall not host, display, upload, modify, publish, transmit, store, update or share any information which:
 - 1. belongs to another person and to which User does not have any right to;
 - 2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy including bodily privacy, hateful, racially or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986 or otherwise inconsistent with or contrary to the laws in force;
 - 3. is misleading in any way;
 - 4. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - 5. harasses or advocates harassment of another person;
 - 6. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming" or messages using B2B CONNECT's communication Platform;
 - 7. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
 - 8. 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;

9. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
10. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
11. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
12. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
13. contains video, photographs, or images of another person (with a minor or an adult);
14. 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;
15. engages in commercial activities and/or sales without prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying of "virtual" products related to the Platform. Throughout this Terms of Use, B2B CONNECT's prior written consent means a communication coming from B2B CONNECT's Legal Department, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization;
16. solicits gambling or engages in any gambling activity which, in sole discretion, believes is or could be construed as being illegal;
17. interferes with another user's use and enjoyment of the Platform or enjoyment of any similar Services;
18. refers to any website or URL that, in sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms;
19. harm minors in any way;
20. 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;
21. violates any law for the time being in force;
22. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature or knowingly and intentionally

communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;

23. impersonate another person;
 24. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel-bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 25. 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.
 26. shall not be false, inaccurate or misleading;
 27. shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
 28. shall not create liability for B2B CONNECT or cause B2B CONNECT to lose (in whole or in part) the Services of our internet service provider ("ISPs").
 29. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.
- b. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content on the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content on the Platform, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. B2B CONNECT reserves its right to bar any such activity.
 - c. You shall not make any defamatory or denigrating statement(s) about B2B CONNECT, or our brand name or domain name used by B2B CONNECT including the terms B2B CONNECT, , B2B CONNECT.co.in, or otherwise act in any manner that might tarnish the reputation or standing, of B2B CONNECT or Users on the Platform or otherwise tarnish or dilute any of B2B CONNECT's trademarks, service marks, trading name, or the goodwill associated with them.
 - d. 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.
 - e. User shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the

Services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.

- f. Unless expressly permitted, User shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. User shall not reverse look-up, trace or seek to trace any information on any other User or visitor to Platform, or any other User, including any account on the Platform not owned by User, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than User's own information, as provided for by the Platform.
- g. Each User agrees to indemnify B2B CONNECT, its affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from or in connection with: (i) your submission, posting or display of any User Content; (ii) from your use of the Platform or Services; (iii) from your breach of the Terms or breach of any applicable laws, including tax laws; (iv) any service availed by you from a third party service provider using any dispute inter-se Users; and/or (vi) your negligence or wilful misconduct.

7. BREACHES AND SUSPENSION

- i. If any User breaches any Terms, or if B2B CONNECT has reasonable grounds to believe that a User is in breach of any Terms, or could subject B2B CONNECT or its affiliates to liability, or is otherwise found inappropriate or unlawful in B2B CONNECT's opinion, B2B CONNECT shall have the right to take such disciplinary actions as it deems appropriate, including without limitation:
 - a. suspending or terminating the User's account and any and all accounts determined to be related to such account by B2B CONNECT in its discretion;
 - b. blocking, restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service
 - c. any other corrective actions, discipline or penalties as B2B CONNECT may deem necessary or appropriate in its sole discretion.
- ii. B2B CONNECT does not pre-screen any content or information posted, published or transmitted on the Platform by the users and B2B CONNECT is under no obligation to pre-screen any such content or information. However, B2B CONNECT may at its discretion and/or in accordance with applicable law may

voluntarily take down any content or information posted by you on the Platform and if B2B CONNECT determines that any content or information is in violation of these Terms, B2B CONNECT may remove such content or information from the Platform without notice. Such actions do not in any manner negate or dilute B2B CONNECT's position as an intermediary or impose any liability on B2B CONNECT with respect to content or information posted, published or transmitted by users on the Platform.

- iii. Notwithstanding anything contained herein these Terms, B2B CONNECT may with or without notice and in its sole discretion be entitled to suspend, reduce visibility of the product listings, de-activate, or User's account for any reasons, including without limitation, economic constraints, operational difficulties, financial implications, usage behaviour of the User on the Platform, performance of the User on the Platform, etc.
- iv. In the event a User becomes inactive or if no transaction is noticed by B2B CONNECT, in such a case B2B CONNECT reserves its right to delist, deactivate or suspend a User's account in its sole discretion, with or without giving any notice to the User.
- v. B2B CONNECT reserves the right to cooperate fully with governmental authorities, private investigators, injured third parties in the investigation of any suspected criminal or civil wrongdoing and/or any third parties alleging a claim against you. Further, B2B CONNECT may disclose the User's identity and contact information, if requested by any third party, government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action.
- vi. If it comes to the knowledge of B2B CONNECT or B2B CONNECT reasonably believes that any User has availed any Services to obtain any product/service for its personal use or consumption or for any purpose other than a commercial purpose, B2B CONNECT shall have the right in its sole discretion, without intimation to the User, to take action such as but not limited to suspending or terminating the User's account and any and all accounts determined to be relation to such account.

8. **LIMITATION OF LIABILITY AND INDEMNITY**

- i. To the maximum extent permitted by law, the Services provided by B2B CONNECT on the Platform are provided "as is", "as available" and **"with all faults"**, and B2B CONNECT hereby expressly disclaims any and all warranties, express or implied, including but not limited to, any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose. All such warranties, representations, conditions, and undertakings are hereby excluded.
- ii. To the maximum extent permitted by law, B2B CONNECT makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability, completeness or accurateness of any information provided on or through the Platform; B2B CONNECT does not represent or warrant that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services on the platform does not violate any third party rights; and B2B CONNECT makes no representations or warranties of any kind concerning any product or service offered or displayed on the platform. Except as provided herein, to

the fullest extent permissible by applicable law, the aggregate liability of B2B CONNECT for any claims that may arise in connection with these terms shall not exceed an amount of INR 1000/-.

- iii. Under no circumstances will B2B CONNECT be liable for any consequential, incidental, special, exemplary or punitive damages, including but not limited to any lost profits that result from your purchase of any products on platform or any services availed, even if B2B CONNECT has been advised of the possibility of such damages.

9. **FORCE MAJEURE**

- i. Under no circumstances shall B2B CONNECT be held liable for any losses, delay or failure or disruption of the content or services delivered on the 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, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, epidemics, pandemics, curfews, lock-down, orders of domestic or foreign courts or tribunals.

10. **INTELLECTUAL PROPERTY RIGHTS**

- i. B2B CONNECT is the sole owner or lawful licensee of all the rights and interests in the Platform and the Platform Content. All title, ownership and intellectual property rights in the Platform and Platform Content shall remain with B2B CONNECT or licensors of the Platform Content, as the case may be. All rights not otherwise claimed under the Terms or by B2B CONNECT are hereby reserved.
- ii. "B2B CONNECT" and any other related icons and logos are registered trademarks of Hiveloop Technology Private Limited, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.
- iii. B2B CONNECT may, at its sole discretion, permit the User(s) of the Platform, in writing, to use "B2B CONNECT" and any other related icons and logos for indicative purposes in the form and manner and terms and conditions as maybe agreed by B2B CONNECT.
- iv. All text, graphics, photographs, trademarks, logos, and artwork available or accessible on the Platform are third party user generated content and B2B CONNECT has no control over such third-party user generated content as B2B CONNECT is merely an intermediary for the purposes of these Terms.
- v. You shall be solely responsible for any content or information posted or transmitted on the Platform and shall indemnify B2B CONNECT against any claim or liability arising from any content or information posted or transmitted by You on the Platform. Any content or information such as but not limited to images, text, videos posted or transmitted on the Platform shall be licenced to B2B CONNECT by the User uploading such content and B2B CONNECT shall have the worldwide, fully paid-up, perpetual and transferable licence in such content or information for the purposes of its use on the Platform and for any purposes B2B CONNECT deems fit.

11. **NOTICES**

- i. All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to B2B CONNECT, or SMS, WhatsApp messages, or in-app notifications, or by posting such notice or demand on an area of the Platform that is publicly accessible without a charge or through such other mode of communication as B2B CONNECT may deem fit in its discretion. Notice to a User shall be deemed to be received by such User if and when, a) B2B CONNECT is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or b) immediately upon B2B CONNECT posting such notice on an area of the Platform that is accessible by the User or publicly accessible without charge.

12. **MISCELLANEOUS PROVISIONS**

- i. Unless otherwise communicated to you by B2B CONNECT, the Terms constitute the entire agreement between User and B2B CONNECT and govern the User's use of the Platform and any of the Services. The Terms shall supersede any prior written or oral agreements that you may have had in relation to the use of the Platform and any of the Services.
- ii. B2B CONNECT and User are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by the Terms. The relationship between you and us is one of independent contractors, and nothing contained in these Terms will be construed to (a) give either party the power to direct and control the day-to-day activities of the other, (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow you to create or assume any obligation on our behalf for any purpose whatsoever.
- iii. If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.
- iv. B2B CONNECT's failure to enforce any right or failure to act with respect to any breach by User under the Terms will not constitute a waiver of that right nor a waiver of B2B CONNECT's right to act with respect to subsequent or similar breaches.
- v. B2B CONNECT shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of B2B CONNECT). User may not assign, in whole or part, the Terms to any third party or person.
- vi. The Terms shall be governed by the laws of India and the parties to the Terms agree to submit to the exclusive jurisdiction of the courts of Bangalore, Karnataka, India.

13. **GRIEVANCE MECHANISM**

- i. The User may submit any grievance with respect to the Platform or the Services, including with respect to any abuse on the Platform and/or any discrepancies or grievances with respect to processing of information to the

Grievance Officer at the contact details mentioned in 14(B). We will endeavour to resolve your grievances and concerns within timelines as mentioned under applicable laws.

ii. **GRIEVANCE OFFICER**

Mr. Nagarjuna Garine
Operations
#677, 1st Floor, Suite #1193,
HSR LAYOUT, SECTOR 1,
27TH Main, 13th Cross Sector 1,
Bangalore-560102, Karnataka, India.
Email: info@b2bconnect.co.in

If you have a query, concern, or complaint in relation to collection or usage of your personal information under this Privacy Policy, please contact us at info@b2bconnect.co.in

II. **BUYER TERMS**

The provisions of this section II shall be applicable only to Buyer(s). These Buyer Terms shall be read in conjunction with the General Terms and in the event of any conflict between the General Terms and Buyer Terms, the provisions of Buyer Terms shall supersede and prevail.

1. **DEFINITIONS**

For the purposes of this Section, the following capitalised terms shall have the following meaning:

- i. **“Buyer”** shall have the meaning as ascribed under the General Terms. For the ease of reference, the terms ‘you’, ‘your’ under this section have also been used to refer to the Buyer.
- ii. **“Consignee”** shall mean the Buyer or any person named in the Delivery Note or any of his/her representatives that takes the delivery of Shipment being transported.
- iii. **“Dangerous Goods”** includes products that are or may become of a dangerous, hazardous, inflammable, radioactive, or damaging nature, products liable to taint or affect other products and products likely to harbor or encourage vermin or other pests.
- iv. **“Delivery Note”** shall mean the waybill containing the essential information (as determined by us on our sole discretion) required for the performance of the logistics services, including name, delivery address and contact

- number (if applicable) of the Buyer or the designated recipient of the Shipment, description of the contents of the Shipment (if applicable) and COD details (if applicable).
- v. **“Logistics Services”** means the shipping, delivery, including cash on delivery (**“COD”**) and other allied services provided by us to you pursuant to these Buyer Terms.
 - vi. **“Order(s)”** shall mean order placed by Buyer for purchasing Products from the B2B CONNECT on the Platform.
 - vii. **“Order Detail(s)”** shall mean the details relating to the Order, including without limitation, the description of Products, details of the Buyer, date of order placement, total amount payable by the Buyer, delivery date, mode of payment, unique order number (AWB number) etc.
 - viii. **“Product(s)”** shall mean goods of any categories (other than Dangerous Goods).
 - ix. **“Shipment(s) / Consignment(s)”** means all Products (excluding documents) that travel under one Delivery Note and which may be carried by any means we choose in our discretion, including air, road or any other carrier.

2. **BUYER’S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES**

- i. You represent, warrant and agree that:
 - a. you are a lawfully incorporated business entity and are fully able and competent to understand and agree to the Terms;
 - b. you have full power and authority to accept the Terms, to grant the license and authorization (if applicable) and to perform the obligations hereunder;
 - c. you will use the Platform and Services for business purposes only;
 - d. you will not use or access the Platform for your personal purposes and any Products that you purchase shall be for commercial purposes and not for personal consumption;
 - e. the address you provide when registering your account on the Platform is the Buyer place of business of your business entity;
 - f. your business is validly existing and incorporated / established as per the provisions of applicable laws;
 - g. you shall comply with all applicable laws while using and accessing the Platform;
 - h. you and Products or services provided by you on the Platform (if any) comply with applicable laws;
 - i. you shall be solely responsible for obtaining all necessary third party licenses and permissions (if any required) regarding any User Content that you submit, post or display;
 - j. any User Content that Buyer submits, posts or displays does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party.
- ii. Buyer will be required to provide information or material about Buyer’s entity, its business, services or products as part of the registration process on the Platform or your use of any Service or the Buyer account and such

information may be required to be furnished by B2B CONNECT from time to time. Buyer represents, warrants and agrees that:

- a. such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Platform or any Services is true, accurate, current and complete; and
 - b. Buyer will maintain and promptly amend all information and material to keep it true, accurate, current and complete.
- iii. Buyer may be required to promptly furnish additional documents or information as and when requested by B2B CONNECT to continue using and accessing the Platform and availing the Services. Buyer agrees to promptly provide such additional documents and information, failing B2B CONNECT reserves its right to take appropriate measures as set out under Clause 7 (Breaches and Suspension) of the General Terms.
- iv. Buyer consents to the inclusion of the contact information about Buyer in B2B CONNECT's database and usage of the same as per B2B CONNECT's privacy policy.

v. **PAYMENTS BY BUYERS**

- a. Upon placing the Order on Platform, Buyer can opt to make payment for the Products purchased by using any of the modes of payment made available by us on the Platform, from time to time. However, it is pertinent to note and is hereby clarified that if the Buyer opts to make payments through any such mode made available by us or any third-party engaged by us for this purpose then we or the third-party engaged by us for the same shall only act in a fiduciary capacity.
- b. At the time of placing the Order to purchase Products from b2bconnect on Platform, we may in our sole discretion require Buyer to pay a token amount equivalent to a certain percentage of the value of the Product(s) purchased from the b2b connect ("**Token Amount**"). Such Token Amount payable by the Buyer shall in no event exceed the transaction amount for an Order. The Token Amount shall be non-interest bearing and shall be held in trust by us. This Token Amount shall be adjusted from payment received from the Buyer against the order delivered. In the event of any cancellation of the Order by the Buyer, once the order has been marked 'ready to ship' or is marked as Undelivered Shipment as defined under the [Undelivered Shipment Policy](#) by the B2B CONNECT, we may in our sole discretion either:

You agree and acknowledge that our decision in this regard shall be final and binding. If you do not agree to the above, you may choose not to transact on the Platform. If you continue to transact on the Platform, it shall be deemed that you have agreed and accepted the above terms.

- c. Buyer acknowledges that it is solely responsible for the transactions / payments made to the B2B CONNECT for the Products purchased by the Buyer. We do not have any obligation, responsibility or

liability to verify any transactions authenticated and/or authorised by the Buyer or its payment instructions.

- d. We will transmit the payments for the Orders received from the Buyer in the manner as set forth under the settlement process of B2B CONNECT Terms. You hereby agree to be bound by the applicable provisions of the B2B CONNECT Terms in this regard and agree not to raise any dispute with respect to the manner of settlement by B2B CONNECT.
- e. You hereby consent and agree to comply with guidelines, instructions, requests, etc., as maybe made by us or third party banks or financial institutions, as the case may be or a payment system provider from time to time, in relation to making payments on the Platform.
- f. Buyer hereby acknowledges and agrees that we shall not be liable for failure of any transaction undertaken on Platform for any reason whatsoever including but not limited to non-performance or omission or commission on the part of B2B CONNECT, deficiency of service and/or Products delivered, technical errors on the Platform. You further acknowledge that we shall not be responsible, in any manner whatsoever, for any loss incurred by you for a failed / incomplete transaction undertaken by you on the Platform.
- g. buyer shall comply with all the applicable regulations/ laws in relation to cash transaction as stipulated under the applicable tax laws.
- h. Any refunds shall be subject to the Return Shipments Policy and Undelivered Shipment Policy. Refunds shall be processed in the same manner as they are received. Refund amount will reflect in the Buyer's bank account based on respective banks policies.

vi. **LOGISTICS SERVICES**

- a. We reserve the right to engage the services of third-party service providers to provide the Logistics Services to you. It is hereby clarified that so far as the collection of payments are concerned, such third party shall act in a fiduciary capacity solely for the purposes of collection of payment from you.
- b. Upon receipt of order for Logistics Services from you, we shall pick up the Shipment and deliver the same to the location as designated by you. You agree that the title and risk in the Shipment shall pass onto you at the time the Shipment is picked up by us.
- c. we will use our best endeavours to deliver the Shipment(s) to the Consignee to the delivery address and designated recipient in the Delivery Note. For the avoidance of doubt, the designated recipient may not be the Buyer. We will not verify the identification of the person receiving the Shipment at the designated delivery address, however, we will obtain the signature of recipient of the Shipment on the Delivery Note. The Buyer hereby authorises us to contact the Buyer, at any given point of time, by way of calls or SMS or any other method of messaging (Example: WhatsApp) for transactional purposes including but not limited to order confirmations and/or delivering the Order(s).

- d. At the time of placing the Order, if the Buyer chooses the option, pay 'cash on delivery', we will collect the amount pertaining to the Order at the time of delivery of the Products to the Consignee. The cash collected against the Order at the time of delivery of the Shipment where cash on delivery option is chosen by the Buyer or where the amount against the Order is pre- paid by the Buyer shall be settled. It is further clarified that if such payments are collected by a third-party service provider, then such third party shall act in a fiduciary capacity solely for the purposes of collection of payment from you.
- e. Shipment which contain Dangerous Goods or such goods that are expressly prohibited by the railway/airport authority or any other transport agency or government authority or any other law or regulation that may be applicable, shall not be accepted by us for delivery.
- f. Shipment addressed to a post box number or with incomplete address will not be delivered by us and the same will be rejected by us.
- g. We reserve our right to weigh and measure the Shipment at our own weighing centers and in the event of any discrepancy, additional charges may be levied on the Shipment. Any decision by us with respect to any inaccuracy in the information or discrepancy in weight shall be final and you hereby authorize us to determine the accurate weight on your behalf.
- h. We shall not be liable for any loss arising due to confiscation of Shipments by any government agencies due to lack of proper documents or inaccurate information provided to us.
- i. Consignee(s) are required to behave properly with the pickup and delivery associates of B2B CONNECT. Any misbehaviour, unprofessional conduct, verbal and physical abuse is prohibited and will be considered as a violation of these Terms. B2B CONNECT reserves the right to suspend your use or access to the Platform in its sole discretion if deemed that a Buyer is in violation of this clause.
- j. Shipments shall be delivered on 'as is' basis and unless agreed otherwise, we are under no obligation to inspect the contents of the Shipment. However, we may, in our sole discretion, at any time and without notice to you, inspect the contents of Shipment to ensure compliance to these Terms.
- k. We do not provide any open box delivery for any of the Shipments.
- l. Every effort will be made to adhere to the delivery schedule, however, the Shipment may be delayed due to circumstances beyond our reasonable control or due to any force majeure event.
- m. If the performance of our obligations, in our reasonable opinion is or is likely to be affected by any hindrance, risk, delay, difficulty, or disadvantage whatsoever and which cannot be avoided by our reasonable endeavours, we may, on giving notice in writing to you or without notice where it is not reasonably possible to give such notice, place the Shipment or any part of them at any place which we may deem safe and convenient. We may in our sole discretion charge additional costs of carriage to, and delivery and keep at, such place and all other expenses incurred by us in this regard and such additional costs will be as displayed on the Platform.

- n. If you avail shipping and delivery services directly from the B2B CONNECT, you agree that such provision of service shall be governed by way of a separate arrangement between you and the B2B CONNECT.

vii. **LIEN**

We shall have a general and particular lien on the goods and other contents of Shipments and all documents relating thereto in an event of the default by you in the payment of sums of whatever nature due and payable by you to us including, without limitation, charge for attending, co-operating, reporting, fumigating, devanning, restoring, storing or reconditioning and/or all expenses incurred for the benefit or protection of the Shipments, and also for any payments, duties, fines or other expenses including but not limited to interest and legal costs and expenses, due at any time to us from you. If any amount due and payable by you to us is not paid, upon the giving of fifteen (15) calendar days prior written notice, we may, at our absolute discretion and without notice, suspend or cease providing all or any part of the Logistics Services without any liability whatsoever to you or any third party and, at our absolute discretion, may proceed to sell the Shipments in the manner which we may deem fit. Our rights are reserved for any shortfall subsequent to the disposal of the Shipments.

viii. **FEES AND CHARGES**

- a. We will charge the Buyer for providing Logistics Services and unless otherwise stated, all such charges shall be exclusive of Goods and Service Tax. The charges payable for availing the Logistics Services will be displayed in the Rate Card section of the Platform and the same may be modified or amended, from time to time, solely in our discretion without any notice thereof. It shall be Buyer's duty to routinely check on such charges. In the event the Buyer continues to avail the Logistics Services from us, it shall be deemed that the Buyer agrees to such change in charges.
- b. Any taxes, duties, or levies applicable on entry or any other charges levied by any central/state/local authorities wherever applicable shall be extra and Buyer will be liable to pay the same.
- c. The charges shall be subject to applicable taxes, as per prevailing applicable laws. Buyer shall deduct income tax as applicable against the amounts payable to B2B CONNECT if required by applicable law, except to the extent where B2B CONNECT submits a nil/reduced withholding certificate. Buyer shall remit the withholding taxes to the relevant tax authorities and enable B2B CONNECT to claim a tax credit by providing an appropriate and timely certificate of withholding as stipulated under the applicable law.

- d. For any additional services availed by the Buyer from B2B CONNECT, B2B CONNECT will charge additional charges for any such additional services. B2B CONNECT may enter into a separate bi-partite contractual arrangement with the Buyer for provisioning of such additional services to the Buyer. B2B CONNECT reserves its right to levy penalty or late payment charges in case of delay by the Buyer in clearing any dues payable to B2B CONNECT

ix. **LIMITATION OF LIABILITY AND INDEMNITY**

We shall not have any liability whatsoever for any claims arising from: (a) any of your acts or omissions; (b) compliance with the instructions given by you or any person acting on your behalf; (c) an act or order of any government authority; (d) the insufficiency of the packing or labelling of Shipment; (e) the nature, description, or contents of the Shipment; (f) any force majeure event; (g) any cause which we could not avoid and the consequences whereof we could not prevent by the exercise of reasonable diligence.

x. **CUSTOMER ACQUISITION PROGRAM**

B2B CONNECT is running a customer acquisition program for Buyers to service B2B CONNECT's customers in locations where B2B CONNECT is unserviceable for certain additional benefits ("**Customer Acquisition Program**"). All Buyers who are interested in to be a part of this Customer Acquisition Program should contact its respective field executives. The selection of Buyers for the Customer Acquisition Program shall be basis the qualification to the terms and conditions introduced by B2B CONNECT in this regard from time to time.

11. **DEFINITIONS**

For the purposes of this Section, the following capitalised terms shall have the following meaning:

- a. "**Dangerous Goods**" includes products that are or may become of a dangerous, hazardous, inflammable, radioactive, or damaging nature, products liable to taint or affect other products and products likely to harbor or encourage vermin or other pests.
- b. "**Delivery Note**" shall mean the waybill containing the essential information (as determined by us on our sole discretion) required for the performance of the logistics services, including name, delivery address and contact number (if applicable) of the Buyer or the designated recipient of the Shipment, description of the contents of the Shipment (if applicable) and COD details (if applicable).

- c. **“Order(s)”** shall mean order placed by Buyer for purchasing Products from the B2B CONNECT on the Platform.
 - d. **“Payment and Settlement Services”** shall mean remittance and settlement of any and all payments collected by B2B CONNECT from the Buyer or third party paying on behalf of the Buyer, pursuant to an order placed by a Buyer on the Platform, to the designated bank accounts of the B2B CONNECT.
 - e. **“Product(s)”** shall mean goods of any categories (other than Dangerous Goods).
 - f. **“B2B CONNECT”** shall have the meaning ascribed to it under the General Terms. For the ease of reference, the terms ‘you’, ‘your’ under this section have also been used to refer to the B2B CONNECT.
 - g. **“Shipment(s) / Consignment(s)”** means all products (excluding documents) that travel under one Delivery Note and which may be carried by any means we choose in our discretion, including air, road or any other carrier.
 - h. **“Standard Platform Services”** shall mean the use and access of the Platform by the B2B CONNECT, which includes but not limited to creation, display and updating of product listings and subsequent sale transaction by the B2B CONNECT to the Buyer, in accordance with these B2B CONNECT Terms and General Terms.
12. **“TPID”** shall mean tampering proof identifier (TPID), affixed on the Shipment.
13. **B2B CONNECT’S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**
- a. You represent, warrant and agree that:
 - 1. you have full power and authority to accept the Terms, to grant the license and authorization (if applicable) and to perform the obligations hereunder;
 - 2. Buyers shall use the Platform and Services for personal purposes only;
 - 3. you shall comply with all applicable laws while using and accessing the Platform;
 - 4. any User Content that B2B CONNECT submits, posts or displays does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party (**“Third Party Rights”**);
 - 5. B2B CONNECT have the right and authority (if required under applicable laws) to sell, trade, distribute or export or offer to sell, trade, distribute or export the Products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights;
 - 6. the description and particulars of the Consignment (including but not limited to the weight, content, measure, quality, condition, marks, numbers, and value) are complete and accurate with all laws, regulations, and requirements that may be applicable;
 - 7. the Shipment(s) are properly and sufficiently prepared, packed, stowed, labelled, and/or marked;

8. the Shipment(s) are packed in a manner adequate to withstand normal handling or storing while transporting;
 9. the Shipment(s) are in compliance with all laws, regulations, and requirements as may be applicable.
- b. B2B CONNECT agrees to promptly provide such additional documents and information. B2B CONNECT consents to the inclusion of the contact information. B2B CONNECT shall comply with the packaging guidelines. For delivery of Shipments, B2B CONNECT hereby carry out the administrative task of printing Delivery Note containing information with respect to Shipment. The B2B CONNECT agrees to be solely responsible for any discrepancy or error in the details mentioned on such Delivery Note and agrees to indemnify us against any such losses or claims.
 - c. B2B CONNECT shall ensure that the Consignment does not contain any letter of communication which will infringe the Indian Postal Act, 1983 or any other applicable laws. We accept Consignment in good faith that the Consignment do not contain anything which will infringe or be in violation of any applicable laws.
 - d. If more than one Consignment is booked to the same Buyer, B2B CONNECT must ensure that the full address of the Buyer is written on all the Consignments.
 - e. B2B CONNECT shall be solely responsible to declare the accurate value of the Consignment.
 - f. B2B CONNECTs are required to behave professionally with the pickup and delivery associates.
 - g. B2B CONNECT hereby expressly authorise us and/ or our third party service providers to undertake insurances for safe keeping of Products in the warehouses and during transit of Products, as the case may be, and claim insurance from the relevant insurance company in the event of loss or damage of Products while in its custody (including transit). B2B CONNECT shall have no objection to the payment of claims to us and/or our third party service providers in the event of a loss.
 - h. B2B CONNECT shall be solely responsible to raise invoices directly on the Buyer for Products. In the event any penalty is levied by any governmental or regulatory authority on us due to B2B CONNECT's non-compliance of applicable laws, including without limitation, non-availability of invoices with the Consignments etc., B2B CONNECT agrees to indemnify , in this regard for all costs, losses, liabilities, penalties or expenses that may have to incur.
- ix. **Payment and Settlement Services**
 1. B2B CONNECT may, at its discretion, sub-contract all or part of the Payment and Settlement Services, and/ or shall have the right to use or engage the services of any third party services provider(s), sub-contractor(s) or agent(s) on such terms as B2B CONNECT may deem appropriate.

2. B2B CONNECT acknowledges and agrees that in performing the payment collection services, and shall take responsibility as to the legality of any payment transaction between the B2B CONNECT and the Buyer.
3. We hereby consent and agree to comply with guidelines, instructions, requests, etc., as maybe made by us or third party banks or financial institutions, as the case may be or a payment system provider from time to time, in relation to these Payment and Settlement Services.
4. Where the Buyer makes online payments at the time of placing the order with the B2B CONNECT or prior to the delivery of the Consignment, such payments shall be transmitted to the designated bank account of the B2B CONNECT within 'T+1' bank working days. For the avoidance of doubt, it is clarified that 'T+1' shall be the maximum period within which the settlement for such transaction shall be effected. For the purposes of these Terms, herein 'T' shall stand for the date of expiry of the refund period applicable in relation to the order. 'T' shall be calculated in the following manner:

Particulars	Thresholds (in days)
Order date / Payment date	N
Average period within which a B2B CONNECT can dispatch	5
Average period of a dispatch to delivery	15
Period of return request	15
Return Completion (Return Pickup + Refund)	30
'T' (i.e., the date of expiry of the refund period)	N+65 days

5. In relation to the tax collection at source under applicable GST laws, as may be amended from time to time:
6. In case of any mismatches on account of tax collection at source, B2B CONNECT shall be required to provide all relevant information to us, to correspond with the relevant authorities and also in case of any liability accruing on account of omission shall be B2B CONNECT's obligation to pay such deficit.

7. B2B CONNECT will provide the corresponding Harmonised System Nomenclature (HSN) code number and applicable GST rates for every product sold of the Platform. Pre-declaring the respective HSN and GST rates shall be mandatory.
8. B2B CONNECT will be responsible to provide their correct GST registration number against which the tax collected at source .
9. B2B CONNECT shall comply with all the applicable regulations/ laws in relation to cash transaction as stipulated under the applicable tax laws.
10. Chargeback of transactions; Any penalty or charge which may be levied on us by any payment instrument or the clearing house i.e. Reserve Bank of India or its local clearing agent (as the case may be) arising, inter alia, for excessive chargeback of transactions or excessive failure of transactions or excessive Buyer disputes and/or any other reason;
11. If there are reasonable grounds to suspect that a transaction has been conducted in breach of any applicable laws or is a fraudulent transaction, we shall be entitled to suspend or withhold the delivery of the products.

x. **ADDITIONAL SERVICES**

These terms for specific services will be applicable to a B2B CONNECT's use of any of the additional services described hereunder and will be read together with these Terms set out under Section III and General Terms. In the event of any conflict between the terms for any additional Service opted by the B2B CONNECT, Terms set out under Section III and General Terms, the provisions for additional Services shall supersede and prevail.

The specific terms and conditions for the Additional Services are as under:

1. **Advertisement Services**

- A. B2B CONNECT may subscribe to the ad program ("**Program**") to promote its Products that it lists and offers for sale on the Platform. B2B CONNECT will facilitate in the display of such advertisement ("**Ad**") on the Platform.
- B. The intellectual property rights in the Ad provided by the B2B CONNECT on the Platform hereunder shall vest solely with the B2B CONNECT. B2B CONNECT shall ensure that it has all requisite rights, permits, authorizations, title, and/ or interest over the Ad and is compliant with the branding guidelines and laws that may be applicable to use and display the Ad on the Platform. B2B CONNECT will display the Ad on the Platform. B2B CONNECT shall at all times remain fully liable and responsible for the Ad and further

agrees to indemnify, defend, and hold harmless against any claims that may arise from or in connection to such Ad with regard to the content of the Ad, any intellectual property claim or third party.

- C. B2B CONNECT further disclaims all liability for any Ad, content of the Ad, availability of the product or any related information that may be displayed or made available by the B2B CONNECT, quality, delivery, or usefulness of the Products that are offered for sale by the B2B CONNECT on the Platform. The B2B CONNECT agrees that B2B CONNECT disclaims all liabilities and shall not be party to any dispute in this regard.
- D. B2B CONNECT hereby represents and warrants that:
 - 1. B2B CONNECT has the power and authority to enter into and perform its obligations according to these terms;
 - 2. B2B CONNECT has no restrictions that would impair its ability to perform its obligations and grant all rights contemplated by these terms;
 - 3. B2B CONNECT has not and will not enter into any agreement that is inconsistent with its obligations hereunder;
 - 4. none of the Ad provided or approved by the B2B CONNECT shall violate any rights of any third party, including but not limited to intellectual property rights;
 - 5. none of the Ad provided or approved by the B2B CONNECT will violate any applicable law, regulation and/or code of conduct;
 - 6. none of the Ad provided or approved by the B2B CONNECT shall, when viewed or clicked on by a B2B CONNECT, cause such customer's computer to download any software application;
 - 7. Ad provided by the B2B CONNECT shall not be and/or link to any content that is defamatory, fraudulent, obscene, misleading or otherwise illegal;
 - 8. none of the Ad will contain any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that may potentially damage or interfere with Platform, and
 - 9. B2B CONNECT shall be in compliance with applicable laws while using the Platform and the Program.
- E. B2B CONNECT shall be required to pay charges for the use of Ad program. The charges payable by the B2B CONNECT shall be exclusive of all applicable taxes. B2B CONNECT shall issue tax invoices in accordance with applicable laws at such intervals as set out herein above.

- F. B2B CONNECT may in its sole and absolute discretion, at any time with or without notice, withdraw, terminate, and/or suspend the Program for any reason whatsoever or in case of any breach of these terms or Terms by the B2B CONNECT.
 - G. Unless otherwise provided under the Terms, B2B CONNECT may terminate or discontinue this advertisement services
 - b. B2B CONNECT may provide such other additional services as may be agreed with the buyer from time to time.
- 14. In consideration for any special services, other than the standard services provided by B2B CONNECT to the buyers, which are based on variable parameters, including any logistics services, may levy a variable charge to the buyer as may be communicated by the B2B CONNECT from time to time.