

TERMS AND CONDITIONS- CARVAAN SAATHI

1. INTRODUCTION:

Carvaan Saathi is an internet based mobile application platform that facilitates to all the eligible individuals (as specified hereunder) who intend to sell the Products of Saregama for the Distributor/s of such Saregama Products for such terms and conditions as specified hereunder.

2. BASIC DEFINITIONS:

For the purposes of these Terms and Conditions, the expressions used herein-under shall have the meaning ascribed to them as shown herein-below:

- a) **“Application”** shall mean Carvaan Saathi Partner login mobile application platform maintained by Saregama wherein the Carvaan Saathi and Distributor/s can have access and use the application for the purpose of selling the Products for the Distributor/s.
- b) **“Carvaan Saathi”** shall mean an eligible individual of not below 18 years of age as on the date of registration, of sound mind and Indian citizen who registers on the Application for the purpose of selling the Products of Saregama including without limitation Carvaan products (**“Products”**) to the Customer/s for the Distributor/s.
- c) **“Customer”** shall mean such Customer/s who agree to buy the Products from Carvaan Saathi;
- d) **“Distributor/s”** shall mean a person or entity who are authorised dealers and Distributor/s of the Products and shall make available the Products to the Carvaan Saathi for selling and delivering such Products to the Customer/s and in lieu shall pay Carvaan Saathi such service fee as shall be agreed as per the present T&C or other terms as mutually agreed between the Distributor/s and Carvaan Saathi.
- e) **“Products”** shall mean any product of Saregama including without limitation Carvaan products which shall include all its variants.
- f) **“Personal Information”** shall mean such personal information of Carvaan Saathi such as PAN Card/Driving license or similar information as provided by Carvaan Saathi for the purpose of registering with Application.
- g) **“Saregama”** means Saregama India Limited and/or such of its affiliates, associates, representatives or service providers as may be nominated by Saregama from time to time.
- h) **“Service Fee”** shall mean such fees as shall be mutually agreed between the Distributor/s and Carvaan Saathi as per the terms of the present T&Cs and/or such other fee as shall be mutually agreed between the Distributor/s and Carvaan Saathi which shall be payable by the Distributor/s on every Product sold by the Carvaan Saathi.

- i) **“Terms and Conditions/T&Cs”** shall mean these terms and conditions governing Carvaan Saathi, as stated herein and as may be amended by Saregama from time to time.

3. ACCEPTANCE OF TERMS

- a) Please read the terms thoroughly and carefully. The Terms and Conditions contain the terms for the purpose of registering with Application as Carvaan Saathi for the purpose of selling the Products for the Distributor/s. Submitting the registration of the present T&Cs does not create any contractually binding relation between Carvaan Saathi and Saregama and the purpose of registration is solely for retaining the details of the Carvaan Saathi who shall be selling the Products to the Customer/s for the Distributor/s.
- b) Saregama reserves the right, in its sole discretion, to change, modify, or otherwise amend the present Terms and Conditions, and any other documents incorporated by reference herein for complying with legal and regulatory framework and for any other purposes, at any time, in any manner as Saregama shall deem fit. It is the responsibility of Carvaan Saathi to review the Terms and Conditions for any changes from time to time. The registration with the Application and continued use of the Application by Carvaan Saathi following any amendment of the terms will signify assent of the Carvaan Saathi to and acceptance of any revision, amendment or any changes in the Terms and Conditions.

4. ELIGIBILITY CRITERIA

In order to facilitate selling and incidental marketing of the Products to the Customer/s through the Application, an individual shall be required to fulfil the below eligibility criteria to be a Carvaan Saathi-

- (i) shall be above eighteen (18) years of age as on the date of registering with the Application;
- (ii) shall be of sound mind and health;
- (iii) agrees to enter into Carvaan Saathi in accordance with the Terms and Conditions including but not limited to any other eligibility requirements as may be required by Saregama at its sole discretion;
- (iv) shall be a citizen of India.

5. ENROLLMENT AS CARVAAN SAATHI ON THE APPLICATION

- a) An eligible individual who intends to get registered on the Application shall create an account with the Application and for the same must submit name of the applicant/ Carvaan Saathi, mobile number registered in name of applicant/ Carvaan Saathi, address of applicant/ Carvaan Saathi and email address, if any, through the account registration page on the Application and create a password. Carvaan Saathi shall also upload the copy of any one of the identity proof i.e. either PAN card/Driving license. The registration shall be confirmed by way of One Time Password (“**OTP**”) sent on the mobile number provided by the applicant. The applicant for Carvaan Saathi shall not provide mobile registered which is not registered in the name.
- b) Carvaan Saathi represents, acknowledges and agrees that (a) all information/documents uploaded/submitted is true and accurate (b) will maintain the accuracy of such information, and (c) use of the Application does not violate any applicable law or regulation.

- c) Carvaan Saathi's account may be terminated without notice if Carvaan Saathi is found to be under the age of 18 years, provides someone else's mobile number or that if he/she in breach of any of the terms of the present T&Cs and are not complying with any applicable laws, rules or regulations.
- d) The applicant for Carvaan Saathi acknowledges and agrees that he/she is as an independent individual with no direct and/or indirect relationship with Saregama in any manner. Carvaan Saathi shall not be considered as the employees/agents, partner, dealer or have any kind of legal and/or financial relationship with Saregama and accordingly shall not entitle the Carvaan Saathi for any salary, remuneration, or any fixed income, fees, profit share or any such payments of any nature from Saregama including without limitation any statutory payments such as provident fund. Carvaan Saathi shall be enrolled on a non-exclusive basis with Application to facilitate the delivery and sale of the Products of Saregama for the Distributor/s having collected the same from the Distributor/s in lieu of a Service Fee payable by the Distributor/s directly without establishing any contractual, financial or legal or any other relation of any nature with Saregama.
- e) The Application is a mere platform that Saregama provides for Carvaan Saathi and the Distributor/s who shall interact for carrying out the transactions. Saregama is not and cannot be a party to or control in any manner any transactions between Carvaan Saathi and Distributor/s. Carvaan Saathi shall not use the Application for the purpose of selling any other product or for rendering any other services other than selling the Products of Saregama.

6. PROCESS

- a) Carvaan Saathi shall assist in selling the Products of Saregama for the Distributor/s and delivering the same to the Customer/s with such incidental marketing of the Products to the Customer/s as agreed between the Distributor/s and Carvaan Saathi.
- b) In order to carry out such activities as Carvaan Saathi, training shall be provided to Carvaan Saathi to demonstrate the features and operational aspects of the Products to the Customer/s and once the training is completed, Carvaan Saathi shall be entitled to use the Application for the purpose of selling the Products for the Distributor/s to the Customer/s.
- c) Every Carvaan Saathi shall be mapped to the Distributor/s in the near vicinity of the Carvaan Saathi by providing to such Distributor/s the phone numbers and the contact details of the Carvaan Saathi which shall be shared with the Distributor/s in the locality basis physical address location of such Carvaan Saathi.
- d) Carvaan Saathi registered with the Application shall be provided with a digital/physical authorization card which will have the name, mobile number and address of the Carvaan Saathi.

- e) Carvaan Saathi shall demonstrate the working of the Products using the phone of Carvaan Saathi and any other marketing material as shall be provided to Carvaan Saathi. If the Customer/s likes the Product and agrees to buy the same, then Carvaan Saathi shall obtain details of the Customer/s like name, address, phone number and fill in the details on the Application for the purpose of placing the order with the Distributor/s mapped to the Carvaan Saathi or any other Distributor/s in the locality.
- f) Once Carvaan Saathi places the order of the Customer/s online using the Application, Carvaan Saathi shall visit the Distributor/s's store/shop, collect the Product and then deliver the same to the Customer/s. Distributor/s shall call the Customer/s and confirm the order placed and then handover the Product to the Carvaan Saathi for Carvaan Saathi to deliver the same to the Customer/s. In some cases, the Distributor/s can also directly deliver the Product to the Customer/s upon Carvaan Saathi informing about the order placed by Carvaan Saathi and Carvaan Saathi shall continue to be entitled to be paid the Service Fee even if the Product is chosen to be delivered by the Distributor/s.
- g) Distributor/s shall issue invoice in the name of the Customer/s who placed the order for the Product to be purchased (either physical copy or e-copy through WhatsApp) which shall be given to the Carvaan Saathi by the Distributor/s and Carvaan Saathi shall in turn give the same to the Customer/s at the point of delivering the Product to the Customer/s. Distributor/s may choose to send the invoice copy to directly to the Customer/s through WhatsApp.
- h) The Customer/s shall have the choice to pay either by Cash on Delivery (COD) or Paytm or credit/debit cards using either the Application or any other method of payment as decided by the Distributor/s.
- i) In case the Customer/s pays by online payment, Distributor/s shall pay the Service Fee to the Carvaan Saathi as shall be mutually agreed between Carvaan Saathi and the Distributor/s. In case the Customer/s pays in cash then the payment of the Service Fee shall be mutually agreed between the Distributor/s/s and Carvaan Saathi wherein it may be agreed that the Carvaan Saathi retains the Service Fee and pay the balance amount to the Distributor/s from whom the Carvaan Saathi collected the Product for delivering to the Customer/s.
- j) It shall be the responsibility of Carvaan Saathi and/or the Distributor/s to make sure that payment against the Product is collected from the Customer/s. Carvaan Saathi or the Distributor/s shall not have any kind of liability claims against Saregama due to non-payment by the Customer/s.
- k) In case of any bulk orders by Carvaan Saathi to the Distributor/s, it shall be the responsibility of the Distributor/s to ensure safety and security of the Products and payments made by the Customer/s. Saregama shall not be held liable in any manner if the Customer/s fails to make the payment and/or the Carvaan Saathi fails to deliver the Products to the Customer/s and/or Carvaan Saathi delivers the Products and fails to collect the payments from the Customer/s.

- l) In case of any dispute between the Carvaan Saathi and the Distributor/s, Saregama shall have no responsibility or liability towards either Carvaan Saathi or the Distributor/s for any kind of claims or issues.
- m) In case of any product related issues/complaints, it shall be the responsibility of the Distributor/s to address and resolve the concern of the Customer/s. Although the Customer/s shall get a standard call centre support from Saregama but the ultimate liability to resolve the same shall lie with the Distributor/s.

7. CONTENT USAGE

- a) Carvaan Saathi is authorised to use the content available on the Application like training materials, demo videos on how to play the Product and any other information or materials related to the Product only for personal, non-commercial use. Carvaan Saathi shall not redistribute, transfer, assign, and sublicense or use the content in any other manner whatsoever. Carvaan Saathi agrees that Carvaan Saathi shall not violate or attempt to violate any security components related to the Application. Carvaan Saathi agrees not to attempt to or aid/support another person to reverse-engineer, circumvent, 'hack', disassemble or otherwise alter or interfere with any of the security components related to the Application or any content provided through it.
- b) Carvaan Saathi shall not upload, post, transmit, transfer, disseminate, distribute, or facilitate distribution of any content, including text, images, video, sound, data, information, or software, to any part of the Application, including Carvaan Saathis' profile, the posting of the services, or the posting of any opinions or reviews in connection with the Application, the service, (all of the foregoing content is sometimes collectively referred to herein as "submitted content" and the posting of submitted content is sometimes referred to as a "posting" or as "postings") that:
 - i. invades anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as names, email addresses, phone numbers, passwords, account information, credit card numbers, home addresses, or other contact information without Carvaan Saathi's knowledge and willing consent;
 - ii. contains falsehoods or misrepresentations that could cause damage to Saregama or any third party;
 - iii. is pornographic, harassing, hateful, illegal, obscene, defamatory, libellous, slanderous, threatening, discriminatory, racially, culturally or ethnically offensive; incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence; encourages conduct that would be considered a criminal offense, gives rise to civil liability or violate any law; promotes racism, hatred or physical harm of any kind against any group or individual; contains nudity, violence or inappropriate subject matter; or is otherwise inappropriate;
 - iv. is intended to threaten, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason on the basis of age, gender,

- disability, ethnicity, sexual orientation, race, or religion; or to incite or encourage anyone else to do so;
- v. advertises or solicits a business not related to or appropriate for the Application (as determined by the Saregama in its sole discretion);
 - vi. distributes or contains viruses or any other technologies that may harm the Saregama, or the interests or property of the Saregama's users.

8. INTELLECTUAL PROPERTY INFRINGEMENT

Material/content on the Application is solely for Carvaan Saathi's personal, non-commercial use. Carvaan Saathi shall not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and shall not assist any other person to do so. Modification of the materials, use of the materials on any other website/application or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which Carvaan Saathi receives any remuneration, whether monetary or otherwise, is a commercial use for the purposes of this clause.

9. ACCEPTANCE OF PRIVACY POLICY

Carvaan Saathi authorises and gives consent to Saregama for: (i) collecting, sharing, storing, preserving Personal Information, maintaining records and using the Personal Information and authentication/verification/identification records (ii) for regulatory, tax and legal reporting and filings and/or where required under applicable law; (iii) producing records and logs of the consent, Personal Information or of authentication, identification, verification for evidentiary purposes including before a court of law or any other government authority. Carvaan Saathi will not hold the Saregama or its officials/representatives responsible in the event in case of any incorrect information provided by Carvaan Saathi. By using Saregama's Application, services and features, Carvaan Saathi accepts the Privacy Policy available on www.saregama.com. If Carvaan Saathi does not agree or is not comfortable with any policy described in the Privacy Policy, Carvaan Saathi's only remedy is to discontinue use of Saregama's Application. Saregama reserve the right, to modify the Privacy Policy at any time.

10. DISCLAIMER

Saregama makes no representations or warranties of any kind whatsoever, express or implied, in connection with the Application and/or any content, services and features provided through this Application. Without limiting the foregoing, Saregama disclaims any warranty that the Application, and/or any content, services and features will be error free or uninterrupted or that any or all errors will be corrected. Saregama further disclaims any and all warranties with respect to the application and/or any content, services and features in the application as to satisfactory quality, accuracy of any information provided, fitness for a particular purpose, or non-infringement. Saregama further disclaims any and all warranties arising from course of dealing or usage of trade.

11. UNDERTAKING

- a) Carvaan Saathi agrees and undertakes not to make Saregama liable or responsible for any actions or inactions of the Carvaan Saathi.
- b) Carvaan Saathi shall not raise any claims against Saregama and/or any of its affiliates in relation to its engagement. Saregama or any of the affiliates connected with the Carvaan Saathi shall not be responsible for any such eventuality and Carvaan Saathi shall not be entitled to claim any compensation from Saregama.
- c) Any loss or outrage or dissatisfaction suffered in the course of this activity by the Carvaan Saathi would not be the responsibility of Saregama and Saregama will not be responsible to make good for any such loss or dissatisfaction. Saregama makes no claims or representations regarding the content, nature or reliability of Application and Saregama accepts no responsibility in connection therewith.
- d) Saregama accepts no financial liability in the event, the Distributor/s fails to pay the Service Fees to Carvaan Saathi. The entire responsibility lies with the Distributor/s.

12. LIMITATION OF LIABILITY

In no event shall Saregama be liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by Carvaan Saathi or the Distributor/s in relation to the Application or any content thereof or otherwise, whether in an action in contract, breach of warranty or tort, even if Saregama has been advised of the possibility of such damages.

13. GOVERNING LAW

The Terms & Conditions, the use of services and features provided through this Application shall be governed by the laws of India. Carvaan Saathi agrees to submit to the exclusive jurisdiction of the Courts located in Kolkata, India as regards any claims or matters arising under these Terms & Conditions.

14. TERMINATION

- (a) Saregama may suspend or terminate any Carvaan Saathi's account or use of the Application at any time, without notice, for any reason whatsoever.
- (b) Carvaan Saathi agrees that Saregama shall not be liable to Carvaan Saathi or any third party for any termination of Carvaan Saathi's in relation to access and use of the Application or such services.

15. CONTACT INFORMATION

If Carvaan Saathi and/or Distributor/s has any questions or queries regarding the Application or any requests for additional information concerning Saregama, Carvaan Saathi can get in touch with either Saregama's Regional Sales Manager or Area Sales Manager, or email Saregama at: carvaansaathi@saregama.com. Or contact Saregama India Limited, 33 Jessore Road, Dum Dum, Kolkata 700028.