Terms & Conditions Of Use

1. User Agreement:

Your use of the Google Trendy website (including www.GoogleTrendy.com, hereinafter referred to as "the website" or "We" or website?) and its related websites, services and tools) is governed by the following terms and conditions as applicable to the website. Google Trendy provides its services to you subject to the notices, terms, and conditions set forth in this agreement (the "Agreement" or "User Agreement"), which shall come into effect at 0000 hours at India Standard Time on 1st August 2017

Google Trendy is a marketplace where users from all over India connect to buy and sell unique goods. It is owned and managed by WebDaddy, Block B/ 430, near suncity, South Bopal, Ahmedabad, 380058. By using the website in any manner, including but not limited to visiting or browsing the website, you (the "User" or "You") agree to be bound by this Agreement, including those additional terms and conditions, rules, policies, guidelines referenced herein and/or available by hyperlink. This Agreement website lies to all users of the website, including without limitation users who are vendors, customers, merchants, contributors of content, information and other materials or services on the website.

Amendments

Google Trendy may amend this User Agreement and/or Google Trendy Rules and Policies at any time by posting a revised version on the website.

2. Membership Eligibility

Use of the website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you shall not register as a member of the website and shall not sell or purchase any items on the website. Users who are not 18 years of age can participate if they are supervised at all times by a parent or legal guardian over the age of 18. In this case, the parent or legal guardian assumes responsibility of all activities carried out by the user.

3. Google Trendy is a Venue

Google Trendy acts as a venue to allow users who comply with Google Trendy's policies to offer, sell and buy goods within a fixed-price format. The website is only a venue through which Users can reach a larger base to buy and sell items. Google Trendy is not directly involved in the transaction between buyers and sellers. All the information and products listed on the website are provided 'as is where is'. As a result, Google Trendy has no control over the quality, safety, morality or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items. Google Trendy does not pre-screen users or the content or information provided by users. Google Trendy cannot ensure that a buyer or seller will actually complete a transaction. Google Trendy is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of items, which are out of stock, back ordered or otherwise unavailable. All items are offered by sellers are only for a restricted time and only for the available supply as offered by sellers.

Consequently, Google Trendy does not transfer legal ownership of items from the seller to the buyer.

Google Trendy does not make any representation or Warranty as to the attributes (such as quality, worth, marketability, etc.) of the items or services proposed to be sold or offered to be sold or purchased on the website. In particular, Google Trendy does not implicitly or explicitly support or endorse the sale or purchase of any items or services on the

website. Google Trendy accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

Google Trendy cannot guarantee the true identity, age, and nationality of a user. Google Trendy does not make any representation or warranty as to the attributes (such as legal title, creditworthiness, true identity, age, nationality etc.) of any of its Users. You are advised to independently verify the bona fides of any particular User that you choose to deal with on the website and use your best judgment on that behalf.

You agree that Google Trendy is a venue and as such is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted by you, other users, or outside parties on Google Trendy. You use the Google Trendy service at your own risk.

4. Buyer Policies

By purchasing an item you agree to be bound by the conditions of sale included in the item's description provided that those conditions of sale are not in breach of this User Agreement or otherwise unlawful.

Google Trendy is not responsible for the side effects one might endure by use of any item bought through the Website.

Google Trendy recommends the buyer to look for other users' testimonials before making the purchase decision. We encourage you to post feedback on the seller after the sale is closed and product is delivered.

While Google Trendy takes necessary steps and precautionary measures to ensure that the seller is genuine but we cannot and do not confirm the identity of all parties or guarantee the quality, safety or legality of any aspect of the items listed or the accuracy of the listings. The buyer acknowledges this risk while he agrees to this terms and conditions. We suggest all users employ common sense, and encourage users to contact Google Trendy to report any and all suspicious behavior or misappropriation of the site service.

Please be aware that even if you do not give Google Trendy your real name, your Web browser transmits a unique address to us, which can be used by law enforcement officials to identify you.

Seller Policies

a. Fees and Redemption of Earnings

Fees

Google Trendy does not charge any fees for listing an item for sale, only charges 10% + GST of the sale price for any transaction fulfilled on its platform. The same is deducted from the merchants wallet once the merchant accepts the order.

The following will be the charges that a seller will have to bear -Cases Commission Freight Cost Return Freight Charges Transaction Fee Delivered Shipments Yes Yes NA No Yes Shipment Cancellation By Seller* Yes NA NA No Yes RTO Shipments Yes No No No No Return Shipments Yes Yes Yes No Yes

* In case of orders that are being canceled due to non-acceptance or non-fulfillment by the sellers, Google Trendy commission would be applicable.

* In case of shipments that are canceled post fulfillment, due to sellers inability to hand over shipments during pickup, Google Trendy commission would be applicable.

* In case seller chooses to ship himself, and shipment is not

delivered successfully to the buyer, Google Trendy commission would be applicable.

Google Trendy Charges

- 1. 10% Commission + GST on commission would be charged
- 2. If the seller chooses to use Google Trendy's shipping service, a flat rate of Rs.60 (Inclusive of service tax) per 0.5 kg will be deducted from the seller's wallet.
- 3. Transaction charges will be applicable on all Prepaid and COD orders
- 4. Return Freight Cost would be applicable at a flat rate of Rs. 60 (inclusive of service tax) per 0.5 kg in case of Return Shipments.
 5. If product weight is not inputted correctly at the time of listing, the actual weight as per courier company will be used for calculating the freight rate. Seller will be charged for the differential in freight rate.

Redemption of Earnings The earnings of the seller shall be the sale price fixed by the seller as reduced by Google Trendy fees, shipping Fees and service tax on Google Trendy fees.

The payment due to seller would be remitted in Sellers Google Trendy Wallet. The seller can settle the same to his bank Account from his wallet.

The following is the remittance cycle for orders:

- 1. For Prepaid Orders, the amount would be remitted in 7 days after delivery of orders (and if buyer doesn't place a return)
- 2. For COD Orders, the amount would be remitted in 16 days after delivery of orders (and if buyer doesn't place a return)

The Company reserves the right to keep on hold the remittance to the Seller for purposes of safety of Google Trendy.com and/or Users. In such case, the Seller will be intimated and required to complete additional check and verification and the Company may contact the Seller for verification of or additional information, details, data and documents.

Termination

If Google Trendy terminates a listing or your account, if you close your account, or if the payment of your Google Trendy fees cannot be completed for any reason, you remain obligated to pay Google Trendy for all unpaid fees plus any penalties, if applicable.

Trendy reserves the right issue warning, to temporarily/indefinitely suspend or terminate your membership of the website and refuse to provide you with access to the website in case of non-payment of fees by you to Google Trendy. Google Trendy also reserves the right to take legal action in case of non-payment of fees by you to Google Trendy. Google Trendy reserves the right to refuse any of its service to anyone, for any reason, at any time.

b. Listing and Selling

Listing Description and Pricing: By listing an item on the website you warrant that you and all aspects of the item comply with Google Trendy's published policies. You also warrant that you may legally sell the item. Listed items represent a binding offer at the set price to other users who comply with the conditions specified in the offer. The contract of purchase is formed when a member complies with the conditions specified in the offer and completes the checkout process. You must accurately describe your item and all terms of sale in your Google Trendy shop. You agree to provide, maintain and update the data to keep it true, accurate, current and complete information about yourself as prompted by Google Trendy's registration form, profile generation and shop set-up.

Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All items must be listed in an appropriate category with appropriate tags. Each listing must accurately and completely describe the item/items for sale in that listing. You must ensure that the listed items do not infringe upon the intellectual property, trade secrets or other proprietary rights or rights of publicity or privacy rights of third parties.

All listed items must be kept in stock for successful fulfillment of sales.

If the item description does not match the actual condition of the item, you agree to refund any amounts that you may have received from the buyer.

The price stated in each item listing description must be an accurate representation of the sale. You may not alter the item's price after a sale for the purpose of avoiding Google Trendy's transaction fees, misrepresent the item's location, or use another user's account without permission. Your price must be inclusive of applicable taxes.

Google Trendy reserves the right to remove content which is deemed to be inappropriate or that could subject Google Trendy to legal action.

Sales All sales are binding. The seller is obligated to ship the order or otherwise complete the transaction with the buyer in a prompt manner. The transaction between buyer and seller shall be considered a legally binding contract between those two parties.

c. Handling of Credits A user may earn Credits by participating in various campaigns offered through the Service or as otherwise explicitly provided by Google Trendy. The amount of Credits that may be earned and other conditions for earning Credits shall be subject to the applicable campaign rules provided by Google Trendy. To the extent permitted by law, Google Trendy may change the rules at any time, and may terminate the entire Credits system without any refund or other compensation for existing Credits. "Credits" means credits that can be used solely to purchase eligible products through the Service in accordance with these Terms.

A user will not be able to exchange Credits for cash, property, or any other economic benefits other than for the purchase of eligible products through the Service that are specified by Google Trendy. A user will not be able to transfer Credits to any other user or person.

Except as otherwise required by applicable laws and regulations, if a user terminates their account or his or her membership lapses for any reason, all of the Credits owned by such User will immediately be invalid and cannot be subsequently used. Once expired. Credits will not be reinstated.

d. Prohibited Goods: Every Google Trendy seller is responsible for following the laws that Apply to you, your shop and your items, including any shipping restrictions for your items. There are some types of items that we don't allow in Google Trendy's marketplace, even if they are legal and otherwise meet Google Trendy's selling criteria. Some things just aren't in the spirit of Google Trendy. Click here to view the list of such items.

6. Cancellation Policy

The order would be canceled and funds would be remitted to the buyer in the following eventualities: Failure to accept the order within 48 hours. The seller needs to enter the dispatch days that he would take to ship out a product while creating his listing on the website. Failure to dispatch the order within the maximum dispatch date mentioned in the product listing. Unsuccessful attempts to pick up the order from the seller by courier companies tied up with Google Trendy. Cancellation of order by the

buyer.

7. Live Chat Functionality

Google Trendy encourages its users to 'CHAT' amongst one another on the website to get more details of the listed product and/or customize it. However if a buyer and seller get into an agreement on CHAT which does not comply with Google Trendy guidelines and the terms listed on the sellers shop regarding the listing, both the seller and buyer need to notify Google Trendy about their mutual consent.

8. Electronic Communications

When you use the website or send e-mails or other data, information or communication to Google Trendy, you agree and understand that you are communicating with Google Trendy through electronic records and you consent to receive communications via electronic records from Google Trendy periodically and as and when required.

9. Mobile Services

When you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may websitely. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices. You acknowledge and agree that your use of the Service must be in accordance with the usage rules established by your mobile device platform or service provider.

10. No Guarantee

Google Trendy does not guarantee continuous, uninterrupted access to the website, and operation of the website may be interfered with by numerous factors outside Google Trendy's control.

11. No Warranty

Google Trendy and its suppliers, affiliates and service provider provide the website and services without any Warranty or condition, express, implied or statutory and specifically disclaim any implied Warranties of title, merchant-ability, fitness for a particular purpose and non-infringement. You expressly agree that your use of the website at your risk.

12. Feedback and Ratings

We encourage registered buyers and sellers on the website to provide feedback to each other after the transaction has closed; this helps all Users to know what it is like to deal with the said buyer/seller.

Google Trendy will not be responsible for the feedback that you post on the website and you should be careful about making comments that are not factual in nature and should not post defamatory or illegal or offensive/obscene contents.

As a seller, if you continue to receive negative feedback ratings or fail to delivery your order repeatedly, Google Trendy reserves the right to suspend your membership, and you will be unable to list or buy on the website.

13. Questionable and Infringing Items and Activities

In accordance with the Information Technology (Intermediaries guidelines) Rules 2011, in case of non-compliance with rules and regulations, user agreement and privacy policy for access or usage of intermediary computer resource, the Intermediary has the right to immediately terminate the access or usage rights of the users to the computer resource of Intermediary and remove non-compliant information.

You are solely responsible for your conduct and activities on and regarding to Google Trendy and any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, "Content") that you submit, post, and display on Google Trendy.

Your Content and your use of Google Trendy shall not:

(a) be false, inaccurate or misleading

(b) be grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of others privacy, hateful, or ethnically objectionable, disparaging, racially. impersonating racially, ethnically objectionable, disparaging, impersonating or intimidating any person (including Google Trendy staff or other users); modify, adapt or hack Google Trendy or modify another website so as to falsely imply that it is associated with Google Trendy; or falsely stating or otherwise misrepresenting your affiliation with any person, through for example, the use of similar e-mail address, nicknames, or creation of false account(s); or any other method or device 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

(c) host images not part of a listing

(d) harm minors in any way; be obscene or contain child pornography

(e) infringe 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, illegal or stolen items (f) violate any applicable law, statute, ordinance or regulation, or that violates the Terms of Use for the time being in force

(g) deceive or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or

menacing in nature

(h) contain 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, cancelbots, 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
(i) threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or or public order or causes incitement to the commission of any cognisable offence or prevents

incitement to the commission of any cognisable offence or prevents

investigation of any offence or is insulting any other nation

(j) 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. Without prejudice to the generality of the above, Google Trendy does not permit transactions in the following items including but not limited to categories as stated in the Prohibited Items Policy which can be accessed below

(k) create liability for Google Trendy or cause Google Trendy to lose (in whole or in part) the services of Google Trendy's ISPs or other suppliers

link directly or indirectly to or include descriptions of items, goods or services that are prohibited under the User Agreement or any other applicable law for the time being in force including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860, Information Technology Act 2000 as amended time to time and rules there under.

14. Your Information and Content

"Your Information" is defined as any information you provide to us or other users of the website ("Users") in the registration, buying or listing process, in the feedback area or through any e-mail feature. You are solely responsible for Your Information, and we act only as a passive conduit for your online distribution and publication of Your Information.

1. You represent and confirm that you shall be the sole and exclusive legal owner of all items, goods or products of any description that you wish to offer for sale on the website. You shall have absolute right, title and authority to deal in and offer for sale such items, goods or products.

2. Google Trendy does not claim ownership rights in your Content. You grant Google Trendy a license solely to enable Google Trendy to use any information or Content you supply Google Trendy with, so that Google Trendy is not violating any rights you might have in that Content. You grant Google Trendy a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the Content, in any media now known or not currently known, with respect to your Content.

You agree to allow Google Trendy to store or re-format your Content on Google Trendy and display your Content on Google Trendy in any way as Google Trendy chooses. Google Trendy will only use personal information in accordance with Google Trendy's Privacy Policy

- 3. As part of a transaction, you may obtain personal information, including e-mail address and shipping information, from another Google Trendy user. Without obtaining prior permission from the other user, this personal information shall only be used for that transaction or for Google Trendy-related communications. Google Trendy has not granted you a license to use the information for unsolicited commercial messages. You also do not have permission to provide your personal information, including email address, phone number and address, to another Google Trendy User. Without limiting the foregoing, without express consent from the user, you are not licensed to add any Google Trendy user to your email or physical mail list. For more information, see Google Trendy's Privacy Policy.
- 4. By posting Content on Google Trendy, it is possible for an outside website or a third party to re-post that Content. You agree to hold Google Trendy harmless for any dispute concerning this use. If you choose to display your own Google Trendy-hosted image on another website, the image must provide a link back to its listing page on Google Trendy.
- 5. Google Trendy considers any unsolicited suggestions, ideas, proposals or other material submitted to it by users via the website or otherwise (other than the Content and the tangible items sold on the website by users) (collectively, the "Material") to be non-confidential and non-proprietary, and Google Trendy shall not be liable for the disclosure or use of such Material. If, at Google Trendy's request, any member sends Material to improve the website (for example through the Forums or to customer support), Google Trendy will also consider that Material to be non-confidential and non-proprietary and Google Trendy will not be liable for use or disclosure of the Material. Any communication by you to Google Trendy is subject to this Agreement. You hereby grant and agree to grant Google Trendy, under all of your rights in the Material, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable and transferable right and license to incorporate, use, publish and exploit such Material for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the API, documentation, or any product or service, without compensation or accounting to you and without further recourse by you.

15. Control of Content

Google Trendy provides an open community and embraces the free speech of users on the website within the limitations set forth in this Terms Of Use and decisions made by Google Trendy staff. Google Trendy does not control the Content provided by users that is made available on Google Trendy. You may find some Content to be offensive, harmful, inaccurate, or deceptive. There are also risks of dealing with underage persons or people acting under false pretense.

Please use caution, common sense, and practice safe buying and selling when using Google Trendy.

Google Trendy is not responsible for the availability of outside websites or resources linked to or referenced on the website. Google Trendy does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You agree that Google Trendy shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resources.

16. User Disputes

You agree that you are solely responsible for your interactions (including any purchase and sale transactions) with any other user in connection with the Service and Google Trendy will have no liability or responsibility with respect thereto. Google Trendy reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

17. License

Subject to these terms of Service Agreement, we grant you a personal, non-transferable and non-exclusive, revocable, limited right and license to access and use the contents of this website and services; provided that this website and the content provided in this website, including, but not limited to, graphic images, audio, video, HTML code, buttons, and text, may not be copied, modified, a derivative work of the website is created, reverse engineered, reproduced, reassembled, republished, uploaded, posted, transmitted, or distributed in any way, or otherwise any attempt to discover the source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the usage of this website and services, unless such activity is expressly permitted or required by law or has been expressly authorized in advance by us in writing except that you may download, display, and print one copy of the materials on any single computer solely for your personal use, and further provided that you keep intact all our copyright, trademark, and other proprietary notices.

18. Proprietary Rights Including Copyright and Trademarks

All domains, URLs, sub-domains, account names, usernames and other functional or identifying elements of the website are the property of Google Trendy. Google Trendy reserves the right to change, alter, reformat or edit such elements as appropriate for the course of business or need of the community. Accounts that are activated but remain empty with no items or information may be returned to an inactive pool or reassigned to other members. Reselling of usernames or sub-domains, squatting or speculating in such elements or on such pages is strictly prohibited and may result in termination of all related accounts.

All material on the website owned, operated, licensed or controlled by us is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials or use of the materials in any manner and for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights in such material, and is prohibited.

Notwithstanding the foregoing, it is expressly clarified that You will retain ownership and shall solely be responsible for any content that You provide or upload when using any service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of our various Service. However, with regard to the product customization Service (as against other Services like blogs and forums) you expressly agree that by uploading and posting content on to the website for public viewing and

reproduction/use of your content by third party users, you accept the User License Agreement whereby you grant a non-exclusive license for the use of the same.

19. Indemnity

You shall indemnify and hold harmless Google Trendy and (as applicable), affiliates, third-parties and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of the User Agreement, Google Trendy Rules and Policies, or the documents they incorporate by reference, or your violation of any law, rules or regulations or the rights of a third party.

20. Limitation of Liability

In no event shall Google Trendy or its suppliers, affiliates and service providers be liable for any direct, indirect, incidental, special, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising under, out of, or in connection with, the website, its services or this Agreement (including tortuous claims arising thereof).

Google Trendy's liability in any circumstance is limited to the amount of fees, if any, paid by you to Google Trendy. Google Trendy, its associates, affiliates and service providers and technology partners make no representations or warranties about the accuracy, reliability, completeness, and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the website or that the operation of the website will be error free and/or uninterrupted.

Consequently, Google Trendy assumes no liability whatsoever for any monetary or other damage suffered by you on account of: 1. The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the website, which are incorporated by way of reference in this Agreement.

2. Any interruption or errors in the operation of the website. You expressly understand and agree that shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Google Trendy has been advised of the possibility of such damages).

21. Serviceability

If any portion of this agreement shall be held invalid by court of competent jurisdiction the remaining portions of the agreement shall remain in effect. Where modification to reflect intent or provide clarification to the service terms is allowed for any invalidated portion, such remedy shall be made first before any clause is held null and void.

22. General

Unless otherwise explicitly stated, notices to Google Trendy must be sent by mail or email to WebDaddy,Block B/ 430, near suncity, South Bopal, Ahmedabad, 380058. Notices will be sent to the e-mail address or mail provided by you during the registration process.

In the event that any transaction or attempted transaction relating to any item, good or service which violates this User Agreement or applicable law comes to your knowledge, you shall take all steps to inform Google Trendy of the same.

This Agreement sets forth the complete and entire understanding and agreement between You and Google Trendy with respect to the subject matter hereof. You shall at all times ensure full compliance with the applicable

provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/ VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

You shall not attempt to or circumvent or manipulate our fee structure, the billing process or fees owed to Google Trendy.