Welcome to ikibor! In order to facilitate easier understanding, we will sometimes refer to ikibor as "ikibor", "our", "we", or "us"; you will be referred to as "you" or a derivative of you; and individuals who create an account with Ikibor will be referred to as "Users". When describing interactions between Users, we will differentiate between "buyer" Users (each, a "Buyer") and "seller" Users (each, a "Seller").

Please carefully review these Terms of Service (referred to as the "Terms"), the ikibor Privacy Policy ("Privacy Policy" located at www.ikibor.com/privacy), and all other policies and rules published by Ikibor ("Other Policies"), including those located on the Policy & Rules page, before you commence using ikibor. These Terms, Privacy Policy, and Other Policies constitute a legal agreement between you and ikibor. By utilizing ikibor's services, you signify your acceptance and agreement to be bound by these Terms, our Privacy Policy, and our Other Policies, all of which are incorporated herein by reference. If you do not agree to these Terms, our Privacy Policy, or our Other Policies, you are prohibited from accessing or using ikibor.

IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION: BY ACCEPTING THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO ADDRESS ANY DISPUTES BETWEEN YOU AND IKIBOR THROUGH BINDING, INDIVIDUAL ARBITRATION INSTEAD OF IN A COURT OF LAW. PLEASE THOROUGHLY REVIEW THE ARBITRATION OVERVIEW AND ARBITRATION AGREEMENT SECTION BELOW FOR DETAILS ON THIS PROCESS. HOWEVER, IF YOU RESIDE IN A JURISDICTION WHERE APPLICABLE LAW PROHIBITS MANDATORY ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO YOU. INSTEAD, THE PROVISIONS OF THE GOVERNING LAW AND JURISDICTION SECTION WILL APPLY.

General

About the Platform

Ikibor is a platform available through a website (referred to together as the "Platform") that connects buyers and sellers of certain products (referred to as "Items"), leading to a purchase transaction of an Item (called a "Transaction"). The Platform also enables interactions between buyers and sellers for offers, purchases, and trades. Please note that when we mention "Items" in these terms. We'll provide more detailed information on registering for the Platform and Transactions below. In offering the Platform, ikibor acts as an intermediary connecting user for the sale and purchase of Items. We utilize third-party companies to handle payments (referred to as the "Payment Processor") from buyers and to distribute funds to sellers and buyers. Sellers and buyers must adhere to the terms and conditions of the Payment Processor. If we handle funds related to a listing, we do so through the Payment Processor. Ikibor doesn't create Items, directly buy or sell Items, take ownership of Items (except for temporary possession for verification purposes as requested), or assume responsibility for Items during transit. Buyers are solely responsible for purchasing and paying for Items on the Platform and resolving any related issues. Sellers are solely responsible for listing Items, and ikibor isn't responsible for item descriptions, photos, quality assurances, or performance. Except where prohibited by applicable law, Ikibor disclaims any responsibility, duties, and liability related to Items. ikibor reserves the right to terminate orders, cancel purchases, or remove Item listings at its discretion, and won't be liable to buyers, sellers, or third parties for doing so.

If you use the Video on Demand feature and associated services provided by Ikibor (referred to as "VOD"), then VOD is considered part of the Platform. Any mention of the Platform in these terms includes VOD.

If you use the Livestream Clipping feature (called "Livestream Clipping"), then it's considered part of the Platform. Any reference to the Platform in these terms includes Livestream Clipping.

If you use the Local Pickup feature and services (known as "Local Pickup Services"), then they're considered part of the Platform. Any reference to the Platform in these terms includes Local Pickup Services.

IKIBOR IS A PLATFORM. IKIBOR FACILITATES TRANSACTIONS BETWEEN BUYERS AND SELLERS ON THE PLATFORM BUT ISN'T A PARTY TO ANY AGREEMENT BETWEEN BUYERS AND SELLERS OF ITEMS.

FOR ANY TRANSACTIONS, YOU ARE FULLY RESPONSIBLE FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF THE PURCHASE THROUGH THE PLATFORM. DESPITE INDICATORS AND MESSAGES SUGGESTING VERIFICATION, IKIBOR MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY ON THE PLATFORM.

YOU SHOULD ALWAYS PROTECT YOURSELF, USE YOUR BEST JUDGMENT, AND TAKE PRECAUTIONS FOR SAFETY WHEN INTERACTING WITH OTHER USERS, WHETHER ON THE PLATFORM OR IN PERSON, INCLUDING WHEN USING LOCAL PICKUP SERVICES. YOU ARE SOLELY RESPONSIBLE FOR YOUR SAFETY AND ANY INTERACTIONS WITH OTHER USERS.

Privacy Policy

Our Privacy Policy explains what information we gather from you, how we collect it, and how we use and share it. To learn more, please check out our Privacy Policy.

Eligibility to Use the Platform

To use the Platform, you need to be at least 18 years old. By using the Platform, you confirm that you are at least 18 years old and meet all the requirements in these Terms. If you don't meet these requirements or disagree with any of the terms, you must stop using the Platform right away.

IKIBOR USER

The Platform was made by passionate fans who wanted a place to buy and sell items. Because of this, ikibor allows anyone from its team, like directors, officers, employees, and others (called "ikibor Representatives"), to use the Platform. But, all ikibor Representatives using the Platform must follow these Terms.

Creating an Account and Profiles

The Platform lets users create an ikibor account ("Account"). To make an Account, users need to enter their Name and User Name, Email and password. This info is called "User Information" in these Terms. If a user wants to sell items, they need to make a profile ("Profile") by giving more details. Then, they might be allowed to sell items on the Platform, but it's up to us.

All sellers must share certain info in their Profile: (1) Name and User name, (2) Email address, (3) Upload Documents, (4) Phone number, and (5) a social media account. Users can also share more info if asked for in their Profile and Account. This info is also called "User Information."

Note: While ikibor collects User Information, it doesn't check if it's correct, accurate, complete, or not misleading.

It's important that all the information you give is correct, complete not false or misleading. By using the Platform, you agree that the info you provide is covered by our Privacy Policy. You also agree to let us handle your info according to our Privacy Policy.

Protection of Account and User Information

It is your responsibility to safeguard your personal data and maintain the confidentiality of your User Information. You agree to promptly inform us if you suspect or discover any unauthorized use or breach of your Account or User Information. You understand that your Account and User Information are intended solely for your personal use, and you agree not to permit any other individual to access the Platform or any part of it using your User Information. If you choose to share your Account or User Information with others, you do so at your own risk and remain liable for all activities conducted using your Account and User Information, regardless of authorization.

We reserve the right to deactivate any Account at our discretion, at any time, for any reason, including if we believe you have violated any provisions of these Terms. If your Account is disabled, we will notify you of the reason for such action.

Unauthorized Use of Your Account

Ikibor shall not be held accountable for any direct or indirect losses incurred due to unauthorized usage of your Account or User Information, whether done knowingly or unknowingly by another party. However, this exclusion does not extend to direct consequences resulting from actions taken by ikibor or its representatives. Within legal limits, you are responsible for any expenses, such as usage charges, fines, fees, civil judgments, and reasonable legal fees, arising from your failure to protect your User Information adequately or promptly inform ikibor of any unauthorized Account use or breach of your Account details or password.

Access cannot be guaranteed

We have the authority to withdraw or modify the Platform, along with any features or content it contains, at our discretion without prior notice. Furthermore, the Platform may undergo automatic upgrades and updates without you being notified. We are not responsible if the Platform or any portion of it becomes unavailable at any time for any duration or for any reason.

Restrictions on Use and Access

We reserve the right to refuse the usage or access to the platform to any individual, for any reason, at any given time. Periodically, we might limit access to the platform or specific parts of it to users, including those who are registered. We hold the authority, at our sole discretion, to revoke your privilege to use the platform with or without reason, and we may prohibit your future usage of the platform. If we decide to terminate your right to use the platform, we will provide you with a notice explaining the grounds for such termination. Furthermore, in line with our policies regarding anti-money laundering, anti-terrorism, anti-fraud, and other compliance measures, we may establish reasonable restrictions and controls on your or any beneficiary's ability to utilize the platform, if applicable. Such restrictions could involve rejecting transaction requests, freezing funds, or otherwise limiting your access to the

application, if there is justifiable cause. You have the option to terminate this agreement by simply ceasing to use the platform.

Your Responsibilities before and after Termination

Ikibor is not obligated to keep or provide you with copies of your Account Information, which includes your User Information, Transaction history, listed items for Transactions, conversations with other Users (if available), Payment Account details, and other similar information related to your use of the platform. This is not an exhaustive list but encompasses various data related to your platform usage.

Ikibor will not be held liable for any deletion, loss, corruption, or withholding of your Account Information or User Information. It is your responsibility to make copies and maintain all such information contained in your Account and Profile.

If you terminate your Account or if ikibor terminates your right to use the platform, ikibor may restrict your access to any Account Information, User Information, or materials you have used or stored in the platform.

Use Requirements

You must not post, upload, publish, submit, or transmit any User Content that:

(i) Infringes upon or violates a third party's intellectual property rights, including patents, copyrights, trademarks, trade secrets, moral rights, rights of publicity, or privacy; (ii) Violates any applicable law or regulation, or encourages conduct that would lead to civil liability; (iii) Contains fraudulent, false, misleading, or deceptive information; (iv) Is defamatory, obscene, pornographic, vulgar, or offensive; (v) Promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) Contains violent or threatening content, or promotes violence or threatening actions against any person or entity; (vii) Promotes illegal activities or harmful substances.

Do not use the Platform for any unlawful purpose or to promote illegal activities. Do not use the Platform to harass, abuse, or harm another person or group. Do not share access to your Account with others or use your Account or any other User's Account without permission.

Do not provide false or inaccurate information in the Platform or in your Account, including misrepresenting whether you are using the Platform for personal, family, household, or business purposes.

Do not use the Platform to exploit, harm, or attempt to exploit or harm minors by exposing them to inappropriate content, requesting personally identifiable information, or engaging in any other harmful behavior. Do not engage in any automated use of the Platform or take actions that could unreasonably burden or overload the Platform infrastructure.

Do not engage in manual processes to monitor or copy material from the Platform without our prior written consent.

Do not copy, adapt, modify, create derivative works of, distribute, sell, or lease any part of the Platform or materials provided within the Platform.

Do not attempt to decipher, decompile, disassemble, extract, or reverse engineer any source code or software used to provide the Platform, unless permitted by applicable laws or with our written permission.

Do not use any software, technology, or device to scrape, spider, crawl, or harvest data from the Platform.

Do not introduce any malicious or technologically harmful material such as viruses, trojan horses, worms, or logic bombs to the Platform.

Do not bypass any measures implemented to restrict access to the Platform.

Do not use the Platform for soliciting sales outside of its platform or for sending unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or any other form of solicitation.

Do not engage in market manipulation, such as creating and using multiple accounts to artificially inflate demand for an item.

Do not use the Platform to distribute or sell counterfeit, unauthorized, stolen, B-grade, or similarly non-authentic items.

Engage in or aid activities that contravene any laws, regulations, ordinances, or sanctions programs, including those stipulated by Indian governing bodies and regulatory authorities. This encompasses adherence to regulations such as the guidelines outlined by the Reserve Bank of India (RBI) or other relevant authorities. Additionally, refrain from involvement in any transactions or activities linked to proceeds from unlawful conduct, such as money laundering or terrorist financing, or actions aimed at intentionally undermining the functionality of the Platform.

Do not falsify any transactions or associated processes.

Do not place deceptive bids or offers.

Do not conceal or manipulate your IP address to obstruct proper identification by us. Do not transmit, exchange, or facilitate proceeds from criminal or fraudulent activities. Ensure compliance with all relevant laws and regulations. You are prohibited from encouraging or facilitating others to engage in any of the aforementioned activities. Additionally, refrain from interfering or attempting to interfere with the proper functioning of the Platform.

While ikibor is not obliged to monitor access or usage of the Platform, we retain the right to do so to ensure compliance with our Terms and applicable laws. We reserve the right to remove or restrict access to any content, including User Content, without notice if it violates our Terms or is deemed objectionable at our discretion.

We maintain the authority to investigate any violations of our Terms or disruptive conduct affecting the Platform. Collaboration with law enforcement authorities may occur to address unlawful behavior. The sale of stolen or unlawfully obtained assets on the Platform is strictly prohibited. If you suspect an asset on the Platform was obtained illegally, please notify us promptly. Violations may lead to cancellation of listings, asset concealment, or suspension of your Account.

Unauthorized use may lead to criminal and/or civil prosecution under Indian law, including applicable central and state regulations. If you notice any misuse of our Platform, please reach out to us through our help page.

Your privileges to utilize the Platform

Buyers are authorized to utilize the Platform for personal, household, family, or business purposes, adhering to the terms outlined herein.

Sellers affirm and guarantee to us that they will exclusively use the Platform for business purposes, as per the terms herein. It is clarified that Sellers are not permitted to use the Platform for personal, household, or family purposes.

Subject to these Terms, we hereby provide you with a restricted, revocable, personal non-sublicensable, non-transferable, and non-exclusive license to access and utilize the Platform. Your usage of the Platform must fully comply with all relevant laws and regulations. In the event of any violation of these Terms, your entitlement to use the Platform will be immediately terminated, and you must, at our discretion, either return or destroy any copies of the materials you have produced. No ownership, title, or interest in or to the Platform, or any content accessible through the Platform, is conveyed to you.

We retain all rights that are not explicitly granted to you under these Terms.

Clipping Livestreams

When you generate a clip through your utilization of the Livestream Clipping feature (each clip referred to as a "Clip"), ikibor provides you with a limited, non-exclusive, non-transferable, and revocable license to copy, download, and exhibit the Clip solely for personal and non-commercial purposes. It is a prerequisite that you refrain from altering the Clip beyond

the permissible modifications allowed on the Platform and that you maintain all copyright and other proprietary notices included in the Clip, if applicable. Permissible uses encompass sharing the Clip on your personal social media channels, curating a virtual shopping list of items for yourself within the Platform, or monitoring prices of specific items available on the Platform. However, you are prohibited from distributing, copying, reproducing, displaying, republishing, downloading, or transmitting the Clip or any segment thereof for public or commercial use. This prohibition extends to utilizing the Clip in ad-supported blogs or websites, or as part of a paid content offering, paid mailing list, or paid newsletter. All rights not explicitly granted in these Terms are reserved.

User Engagement

Interactions with other Users

Ikibor has developed the Platform to facilitate User connections for coordinating transactions. The level of interaction and disclosure of identity or personal information between Users, as well as the extent of ikibor's involvement in facilitating these interactions, may vary. It's important to note that ikibor does not perform criminal background checks or identity verification on its Users, nor does it investigate their backgrounds. Ikibor does not provide any assurances regarding the conduct, identity, intentions, legitimacy, or truthfulness of Users. Ikibor reserves the right to conduct, and Users authorize ikibor to conduct, criminal background checks or other screenings using publicly available records at any time. Users agree that any information they provide may be used for this purpose.

Ikibor is dedicated to fostering a respectful user experience within the Platform. We encourage you to take precautions to ensure your safety when engaging with other Users, whether through the Platform or in person, including during Local Pickup Services. These precautions may include refraining from sharing financial information or sending money directly to other Users, safeguarding your personal information during communications, and promptly reporting any suspicious or offensive behavior or concerns through the User reporting tool within the Platform or by contacting ikibor through our help page. Please note that ikibor bears no responsibility for the behavior of any User, either within or outside the Platform. By using the Platform, you agree to exercise caution in all interactions with other Users, both within the Platform and during in-person meetings, such as those arranged for item pickups.

In accordance with applicable laws and as further outlined in these Terms, ikibor shall not be held liable for, and you hereby release and absolve ikibor from, any and all direct or indirect losses, damages, harm, injuries, or claims arising from or connected to user interactions, engagements, or other utilization of the Platform. However, this exemption shall not be applicable to the direct consequences of an act committed by ikibor or its representatives.

User Compliance with Legal Requirements

Users are obligated to adhere to all applicable laws concerning Transactions, including but not limited to licensing, business registration, and other regulatory requirements. It is the sole responsibility of each User, and not ikibor, to ensure compliance with the relevant laws, including obtaining all necessary rights and licenses for buying and selling items. Users acknowledge and agree that the use, listing, auctioning, purchase, distribution, promotion, advertising, and sale of certain items are subject to central or state, and local regulations in India. This includes, but is not limited to, regulations pertaining to firearms, knives, recalled products, children's products, alcoholic beverages, tobacco, food and drug products, medical devices, cosmetics, natural health products, coins, and currency. Users expressly represent that they will comply with all applicable central or state, and local laws, statutes, ordinances, by-laws, and regulations concerning their use, listing, auctioning, purchase, distribution, promotion, advertising, and sale of any items through the Platform (referred to herein as the "Regulations").

Users are obligated to defend, indemnify, and hold ikibor, its parent, subsidiaries, affiliates, and respective shareholders, members, partners, officers, directors, employees, agents, joint ventures, successors, and assigns harmless from any claims, suits, demands, judgments, liabilities, losses, damages, penalties, fines, costs, and expenses arising from (i) violation of any Regulations in the use, purchase, listing, or distribution of any items; (ii) use of the Platform for purchasing items subject to any Regulations; and (iii) alleged or actual violation or breach of any Regulations.

Please Note: While Users are required to comply with applicable law, ikibor does not verify or ensure such compliance. Ikibor disclaims liability for claims arising from the Platform's compliance with applicable laws, a User's compliance with applicable laws while using the Platform, or whether transactions conducted through the Platform comply with applicable laws. Users release and discharge ikibor and its representatives from any claims related to the Platform's compliance with applicable laws, a User's compliance with applicable laws while using the Platform, or whether transactions conducted through the Platform comply with applicable laws, subject to applicable law.

Pricing, Billing, and Fees

Pricing

Currently, there is no charge for creating an Account and utilizing the Platform. However, Sellers are obligated to pay fees associated with Transactions. These fees are detailed in our platform and may be subject to updates or revisions over time (referred to as the "Fee Schedule"). Users may be prompted to provide a preferred payment method ("Payment Method") upon registering their Account, due to the possibility of incurring these fees. By using the Platform, you grant authorization to ikibor and/or its Billing Agent to invoice you in accordance with the fee structure outlined in the Fee Schedule. Fees and charges resulting from a Transaction will be automatically charged to your Payment Method upon completion of the Transaction.

Payment Information

You are required to furnish ikibor with up-to-date payment details during registration whenever there is a change in payment information and upon request by ikibor. It is your sole responsibility to ensure the accuracy and currency of your payment information. Ikibor bears no liability for any charges or non-sufficient funds arising from attempts to charge or place holds on your Payment Method.

Authorization for Billing

Upon signing up for an Account:

You grant authorization to ikibor and/or any other entity responsible for billing for products or services, or acting as a billing agent for ikibor ("Billing Agent"), to charge and/or place a hold on your Payment Method for any charges or fees related to your use of the Platform. You authorize ikibor and/or the Billing Agent to charge and/or place a hold on your Payment Method for any charges related to your use of the Platform.

You authorize the issuer of your Payment Method to pay any amounts outlined herein without requiring a signed receipt, and acknowledge that your acceptance of these Terms serves as authorization for the issuer to pay all such amounts.

You authorize ikibor and/or its Billing Agent to continue attempting to charge your Payment Method for all amounts detailed herein, or any portion thereof, until such amounts are settled in full.

In the event that the Payment Method on file is declined or rejected for any fee or membership charge, you will have seven days to provide updated information and payment. Failure to rectify this within the 7-day grace period may, at ikibor's discretion, lead to termination of your Account without a refund. Should you wish to reactivate your Account after deactivation due to failure to pay a fee, you must settle any outstanding debts owed to another User or to ikibor before a new Account can be created.

Transactions Process

General Item Transactions

Sellers have the option to list items for sale within the Platform. By creating a listing, Sellers make a binding offer to sell a specific item at a designated price ("Listing Price"). When a Buyer's specified buying price aligns with the Listing Price (an "Offer"), the Platform facilitates an automatic purchase transaction. The Buyer's Payment Method is promptly charged the total amount of the transaction, inclusive of the purchase price and any applicable fees. Upon completion of a transaction, the Seller is responsible for shipping the item to the Buyer, utilizing a pre-paid shipping label provided by ikibor or its third-party service provider(s). Following the Buyer's receipt of the item(s), the applicable purchase price, minus any fees owed by the Seller to ikibor as per the Fee Schedule, is transferred to the Seller via the Payment Processor (referred to as a "Payout Transaction").

The funds available for Payout Transactions may be displayed on the Platform as the Seller's ikibor Account Balance. It is the Seller's responsibility to ensure the accuracy of all provided information to facilitate a successful transfer. Please note that ikibor may be unable to recover funds transferred to an incorrect account based on user-provided information. Sellers are accountable for covering any fees charged by the Payment Processor for transfers, and they should review the Payment Processor's terms and conditions as rates are subject to change and beyond ikibor's control. Sellers are obligated to adhere to and comply with the Payment Processor's terms and conditions.

Responsibilities of Sellers in Item Transactions:

Accurate Listings: Sellers must ensure that the descriptions of items listed for sale are precise and comprehensive.

Authenticity Assurance: Sellers are accountable for verifying the authenticity of the items they sell on the platform.

Condition Disclosure: Sellers should accurately depict the condition of items, including any defects or imperfections.

Timely Shipping: Sellers are expected to ship items promptly upon transaction confirmation, adhering to specified shipping methods and schedules.

Secure Packaging: Sellers must package items securely to prevent damage during transit.

Communication: Sellers should maintain transparent communication with buyers, providing updates on shipping and addressing any inquiries or concerns promptly.

Regulatory Compliance: Sellers must adhere to all relevant laws and regulations governing item sales, including specific category restrictions or requirements.

Dispute Resolution: Sellers should work collaboratively with buyers to resolve any disputes or issues that arise during transactions, following platform policies and guidelines.

Feedback Encouragement: Sellers should encourage buyers to leave feedback following transactions, and reciprocate feedback when appropriate.

Professional Conduct: Sellers are expected to conduct themselves professionally, upholding the platform's integrity by adhering to terms of service and community standards.

Responsibilities of Buyers in Item Transactions:

Thorough Evaluation: Buyers should carefully review item descriptions, images, and relevant details provided by the seller to ensure a clear understanding of the item's condition and specifications.

Authenticity Verification: Buyers are encouraged to verify the authenticity of high-value or collectible items, seeking additional information or certifications if needed.

Timely Payment: Buyers must make payments promptly for purchased items, adhering to the payment methods and deadlines specified by the seller or platform.

Effective Communication: Buyers should maintain respectful and open communication with sellers, seeking clarification or asking questions as necessary and providing feedback or updates on the transaction status.

Compliance: Buyers are required to comply with all applicable laws and regulations governing item purchases, including any restrictions or requirements for specific categories of items.

Inspection upon Receipt: Upon receiving the item, buyers should promptly inspect it to ensure it matches the provided description and meets their expectations.

Feedback Submission: Buyers should offer feedback to sellers after completing transactions, sharing their experience and satisfaction level to assist other users in making informed decisions.

Dispute Resolution: In case of any disputes or issues arising from the transaction, buyers should attempt to resolve them cordially with the seller, adhering to platform policies and guidelines.

Proper Handling: Buyers are responsible for safely storing or using the purchased item as intended, taking necessary precautions to prevent damage or loss.

Respectful Conduct: Buyers should conduct themselves with respect and courtesy, treating sellers and fellow users professionally and considerately throughout the transaction process.

Responsibilities for Item Transactions:

Accurate Description: Provide precise and comprehensive descriptions of listed items, including their condition, specifications, and relevant details.

Authenticity Assurance: Verify the authenticity of items, especially for those of high value or collectability.

Timely Communication: Maintain open and responsive communication with potential buyers, promptly addressing inquiries and providing updates on transaction progress. **Secure Packaging:** Ensure items are securely packaged for shipment to prevent damage during transit, utilizing appropriate materials and methods.

Prompt Shipping: Expedite the shipping process upon receipt of payment, adhering to agreed-upon shipping methods and timelines.

Regulatory Compliance: Abide by all applicable laws and regulations governing item sales, including any specific restrictions or requirements based on the item category.

Transaction Completion: See transactions through to completion, including providing tracking information and confirming delivery to the buyer.

Dispute Resolution: Address any disputes or issues arising during transactions in a timely and cooperative manner, working with buyers to reach a satisfactory resolution.

Feedback Encouragement: Encourage buyers to leave feedback post-transaction, and reciprocate feedback when appropriate.

Professionalism: Conduct all transactions with professionalism and integrity, adhering to platform policies and guidelines at all times.

Local Pickup Services:

As part of the Local Pickup Services, sellers offering items on the Platform may provide the option for buyers to pick up purchased items from a physical business location of the seller. Sellers are currently not permitted to use home addresses as pickup locations for such items. This pickup option will be accessible to buyers who are local to the seller based on the buyer's location relative to the seller's physical business locations. After a buyer has purchased an item and selected the Local Pickup Services option, instructions for coordinating the pickup will be provided. These instructions, including the business address, designated pickup window(s), contact details, and any other relevant pickup information, may be communicated in the order confirmation email sent to the buyer and displayed on the order details page within the Platform. All pickup times must occur during the seller's business

hours. You confirm that any meeting with a buyer or seller will be solely for the purpose of transferring the purchased item from a transaction on the Platform. Following the pickup, we may request verification from the buyer, seller, or both parties to confirm that the purchased item has been collected. Buyers will have a period of five (5) days from the date the purchased item becomes available for pickup to collect it from the seller. If this five-day period elapses without the buyer collecting the item, the seller will proceed to ship the purchased item to the buyer at the address provided during the transaction.

Local Pickup Services Payment Terms:

The following terms govern transactions where the buyer has chosen to utilize Local Pickup Services, superseding any conflicting provisions in these Terms.

Payment Terms for Buyers

By opting for Local Pickup Services as a buyer, you authorize ikibor and/or its Billing Agent to charge your Payment Method for the anticipated Shipping Fee in addition to the purchase price of the item. Upon confirmation of the buyer picking up the purchased item within five (5) days from the availability date for pickup, the Shipping Fee will be refunded to the buyer within a reasonable timeframe. However, if the buyer fails to collect the item within this period, the seller will proceed to ship the item to the buyer's account-associated address, and the buyer will not receive a refund of the Shipping Fee.

Payment Terms for Sellers

As a seller, payment for the purchased item, minus any applicable fees owed to ikibor as per the Fee Schedule, will not be disbursed until both you and the buyer verify that the item has been collected. Shipping labels will only be provided to sellers to ship the item to the buyer if the five (5)-day pickup window lapses and the buyer has not collected the item. If the buyer utilizing Local Pickup Services fails to collect the item within the specified five (5)-day period, the applicable purchase price, minus any applicable fees owed to ikibor, will be transferred to the seller via the Payment Processor within ten (10) days of the buyer's receipt of the item(s), as outlined in the Item Transactions Generally section above. These payment terms may not apply to sellers exempted from such terms at ikibor's sole discretion.

Auction Terms & Conditions

The following terms and conditions govern your participation in auctions conducted on the platform:

Auction Participation: By participating in an auction on the platform, you agree to abide by these terms and any additional terms specified for the particular auction.

Bidding: When placing a bid in an auction, you commit to purchasing the item at the bid price if your bid is the highest at the end of the auction.

Bid Obligation: Bids placed in auctions are binding commitments. If you win an auction, you are obligated to complete the purchase.

Auction End: The auction ends at the specified time. The highest bid at the conclusion of the auction wins the item.

Payment: Upon winning an auction, you agree to promptly complete the payment for the item, including any applicable fees.

Item Condition: Items auctioned are sold in their current condition. It is your responsibility to review item descriptions and images carefully before bidding.

Buyer's Premium: Some auctions may include a buyer's premium, which is an additional fee added to the winning bid.

Auction Changes: We reserve the right to modify or cancel auctions at our discretion, including extending or ending auctions early.

Dispute Resolution: In the event of a dispute regarding an auction, we will make the final decision, which may include canceling bids or relisting the item.

Prohibited Activities: Any attempt to manipulate auctions, engage in fraudulent behavior, or violate these terms may result in account suspension or other penalties.

Disclaimer: We make no warranties or representations regarding the accuracy of auction listings or the quality of auctioned items. All items are sold "as is."

Indemnification: You agree to indemnify and hold us harmless from any claims arising out of your participation in auctions.

Governing Law: These auction terms are governed by [Bangalore jurisdiction]'s laws. By participating in auctions on the platform, you acknowledge and agree to these terms and conditions.

Taxes

You (sellers) are solely responsible for all costs incurred while using the Platform and for determining, collecting, reporting, and paying all applicable taxes as per Indian law. In certain jurisdictions, Ikibor may be obligated to remit certain sales taxes related to your sales in that jurisdiction to the relevant government agency. In such cases, Ikibor will collect and/or retain any applicable taxes and remit them to the appropriate government agency.

As per Indian law, "Taxes" include taxes, duties, levies, tariffs, and other government charges required by the applicable law to be paid, collected, and/or remitted to the government agencies, along with other similar municipal, provincial or state, center, and national indirect or withholding taxes, and personal or corporate income taxes. You are solely responsible for

maintaining all relevant tax records and complying with any reporting requirements related to our Platform and the sale of items, as applicable. You are also responsible for independently ensuring the accuracy of any record submitted to any tax authority, including any information derived from the Platform. We reserve the right to report any activity occurring using the Platform to relevant tax authorities as required by Indian law. All fees and other amounts payable to ikibor are exclusive of any applicable sales taxes, and you are responsible for paying any applicable sales taxes in addition to such fees or other amounts, as per Indian tax regulations.

No Warranties

The Platform, including any content or information therein, such as User Content, item verification, ikibor historical sales data, estimated value, or any other product or service provided by ikibor, is provided "as is," without warranty or condition of any kind. We do not represent or warrant that the Platform or any transactions occurring through it comply with applicable laws. Except for any specific warranties or conditions provided or as otherwise required or permitted by Indian law, ikibor makes no express or implied warranties or conditions regarding the Platform, User Content, the use or performance of the Platform, item verification, ikibor historical sales data, estimated value, or any other product or service provided by ikibor.

Without limiting the foregoing, ikibor expressly disclaims all warranties, conditions, or representations, whether express, implied, statutory, or collateral, including without limitation any warranty or condition of merchantability, fitness for a particular or general purpose, title, security, accuracy, and non-infringement. Ikibor also makes no warranty or representation that access to or operation of the Platform, User Content, item verification, ikibor historical sales data, estimated value, or any other product or service provided by ikibor will be uninterrupted or error-free. You assume full responsibility and risk of loss resulting from your use of the Platform or from any User Content, item verification, Ikibor historical sales data, estimated value, or any other product or service provided by ikibor historical sales data, estimated value, or any User Content, item verification, Ikibor historical sales data, estimated value, or any other product or service provided by ikibor historical sales data, estimated value, or any User Content, item verification, Ikibor historical sales data, estimated value, or any other product or service provided by ikibor.

Some jurisdictions may not permit disclaimers of warranties or conditions, and in such cases, the disclaimers contained herein may not apply to you.

Ikibor is not responsible for the accuracy of any payment instrument information, including whether such information is up-to-date. Ikibor has no duty or responsibility to ensure that a User has provided a valid and proper payment method to conduct a transaction or to determine if a User's payment instrument is in good standing and sufficient to conduct a transaction. Users understand that they may incur fees and/or charges as a result of ikibor transactions under the terms of agreements with payment instrument issuers, or ikibor may be unable to facilitate some transactions. The availability of the Platform may be affected by various factors, including but not limited to periodic system maintenance, scheduled or unscheduled events, acts of nature, unauthorized access, viruses, denial of service or other cyber attacks, technical failures of the Platform and/or telecommunications infrastructure, or disruptions. Therefore, we explicitly disclaim any express or implied warranty or condition regarding the use and/or availability, accessibility, security, or performance of the Platform resulting from such factors. We do not guarantee against the possibility of deletion, mis-delivery, or failure to store communications, personalized settings, or other data.

DISCLAIMERS OF LIABILITY

In no event shall ikibor be liable to you for any special, consequential, incidental, indirect, exemplary, loss of profit, loss of revenue, loss of data, or punitive damages, however arising. Ikibor shall not be responsible to you or any other party for any liability or damages arising from or in relation to your use of the Platform, whether arising from a transaction, user content or otherwise, or any item verification, ikibor historical sales data, estimated value, or any other product or service provided by ikibor; this disclaimer includes any and all liability and damage arising from harm or direct or indirect loss to you, your item(s), your real or personal property. Additionally, ikibor shall not be liable to you for any direct or indirect losses arising from any suspension or termination of your account, inability to access your account or user content, ability to use the Platform, or any failure, error, omission, interruption, or defect of the Platform.

We further expressly disclaim all liability for any claims arising from, in connection with, or relating to the Platform's compliance with applicable laws or your compliance with applicable laws while using the Platform, including your compliance with applicable consumer protection laws as a seller of items to consumers through the Platform. We further expressly disclaim all liability or responsibility in connection with third-party services. Nothing herein nor any use of our Platform in connection with third-party services constitutes our endorsement, recommendation, or any other affiliation of or with any third-party services.

Ikibor will not be responsible or liable to you for any direct or indirect loss and takes no responsibility for, and will not be liable to you for, any use of the Platform, including but not limited to any direct or indirect losses, damages, or claims arising from (i) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped wallet addresses; (ii) server failure or data loss; (iii) networks, wallets, or corrupt files; (iv) unauthorized access to the Platform; or (v) any third-party activities, including without limitation the use of viruses, phishing, brute-forcing, or other means of attack.

If you are in any way concerned about another user's suitability for this Platform, please let us know immediately.

Some jurisdictions do not allow the exclusion or limitation of certain damages and in such cases some or all of the exclusions and limitations contained herein may not apply to you.

User Disputes

Any dispute that arises between you and another user is to be resolved by you and the involved user. Ikibor has no responsibility to resolve any user dispute and, except where prohibited by applicable law, shall not be liable for any damages arising from any such user dispute. Therefore, you hereby release ikibor from any and all claims, demands, damages, and direct or indirect losses of every kind arising from any user dispute.

Limitation of Liability

Ikibor's liability to you for damages from any cause whatsoever, and regardless of the form of action, whether in contract (even if a fundamental breach), tort (including negligence), product liability, or otherwise, will be limited to the total fees paid by you to ikibor in the 12 months immediately preceding the event that gave rise to such liability. However, if you have paid no such amounts, lkibor's maximum liability to you shall be the greater of the user's total fees to ikibor for the 12 months prior to the claim.

If you reside in India, the foregoing exclusion will not apply to the direct consequences of an act of ikibor or its representatives. Some other jurisdictions do not allow the limitation of certain damages and in such cases, some or all of the exclusions and limitations contained herein may not apply to you.

Indemnification by You

You agree to defend, indemnify, and hold harmless ikibor and its affiliates (including its and their respective officers, directors, shareholders, employees, contractors, and agents) from and against any and all liabilities, costs, expenses, direct or indirect losses, or other amounts (including reasonable legal fees) incurred by ikibor that arise from any claim, demand, or cause of action relating to:

*Your use of the Platform, including any transaction in which you are involved.

*Our use of your account information.

*Your disputes with other users.

*Any other user's actions or omissions as they relate to you.

*Your breach of these terms.

- *Your breach of the other policies.
- *Your misuse of the Platform.

*Your violation of any law.

*Your user content.

*Your violation of any other user's or third party's rights.

As stated throughout, except where prohibited by applicable law, ikibor shall not be liable and shall bear no liability in connection with any transaction. Ikibor does not buy or sell items and is not a party to the agreement of purchase and sale of items between buyers and sellers. Any transaction in which an ikibor representative is acting as a user shall be construed as a user-to-user transaction and not as a transaction involving ikibor. Any damages or liabilities that arise from or in connection with a transaction will be your sole responsibility.

Superior Force

Except where prohibited by applicable law, ikibor shall not be liable for delays or failure to meet responsibilities arising from any condition or event that is beyond its reasonable control, including but not limited to governmental action, acts of terrorism, acts of nature such as earthquakes, fire, flood, or other acts of God, or labor conditions. This list is meant to be illustrative and is not exhaustive.

Governing Law and Jurisdiction

Unless otherwise prohibited by applicable law, any claim relating to the Platform shall be governed by the laws of India, without regard to any conflict of law provisions. In the event that any or all of the arbitration provision is held to be unenforceable, any litigation against ikibor may be commenced only in the courts located in Bangalore, Karnataka, India. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

Ikibor Specials

From time to time, Ikibor may host promotional contests (referred to as "Ikibor Specials"). The regulations governing an Ikibor Special are subject to occasional revisions, and Users are responsible for reviewing these Terms and any additional rules, terms, or notices provided to gain a better understanding of Ikibor Specials. Below is an example of an Ikibor Special. Description: Ikibor Specials are giveaways that operate for a limited period. The duration of an Ikibor Special may vary and will be specified for each event. IKIBOR is the sponsor of each Ikibor Special. Each User engaging in an Ikibor Special acknowledges and accepts that Ikibor is responsible for collecting and processing User entries. Should there be any inquiries, Users are encouraged to reach out to Ikibor using the assistance channels provided.

Eligibility: Ikibor Specials are exclusively available to Users of the Platform. All applicable laws and regulations apply to Ikibor Specials. Participation in Ikibor Specials serves as further

evidence of acceptance of these Terms, our Privacy Policy, and Other Policies. Ikibor Representatives may not participate in Ikibor Specials, except as sponsors. Similarly, immediate family members of Ikibor Representatives are prohibited from participating. No purchase is necessary to participate.

How to Enter: Ikibor provides various opportunities for Users to enter Ikibor Specials. Users may have multiple entry opportunities, but any attempt at manipulation may result in consequences outlined in the Terms.

Selection of Winners: Ikibor will conduct a random drawing to determine the winner(s) of each Ikibor Special. The odds of winning depend on the number of eligible entries received. Winners will be notified via email and must confirm identity and entry. Winners must also answer a skill-testing question correctly. Failure to confirm will result in forfeiture of the prize. By entering, entrants agree to have their first name and/or username listed in a publicly available winners' list.

Prizes: Prizes for Ikibor Specials are determined solely by Ikibor and may vary in value. Ikibor reserves the right to substitute a prize with one of equal or greater value. Taxes, fees, and charges apply and are the responsibility of the winner. Failure to comply with the Terms may result in forfeiture of the prize.

Ikibor Promotions and Giveaway Rules

If you choose to conduct a sweepstakes, contest, or promotional giveaway ("Promotion") on the Ikibor platform and/or using Ikibor-provided technology, you must adhere to the following rules, Ikibor's Terms of Service, and Ikibor's Privacy Policy.

Ikibor will not assist in the administration of your Promotion, and you agree that if you utilize the Ikibor platform and/or Ikibor-provided technology for your Promotion, you do so at your own risk.

General Rules and Requirements:

You, and not Ikibor, bear sole responsibility for ensuring compliance with all relevant laws and regulations governing your Promotions and any prizes offered, including criteria concerning eligibility (such as age and residency restrictions), official rules, marketing, registration, and any necessary regulatory approvals; and adherence to tax laws and regulations. Your Promotion must adhere to all applicable laws, rules, and regulations in each jurisdiction where it is offered and must be conducted lawfully at all times.

You are required to publish a set of "Official Rules" for your Promotion giveaway that incorporates all necessary disclosures mandated by applicable laws, rules, and regulations, including:

A statement, where applicable, indicating that "no purchase is necessary to enter or win." A declaration that the promotion is "void where prohibited." Eligibility criteria for entry, including

age and geographic eligibility restrictions. Entry methods. Description of prizes and their approximate market values. Criteria for selecting winners and a statement on odds (e.g., "odds of winning depend on the number of entries received"). Procedure for prize distribution. Timeline of key dates and times, including entry opening and closing, winner selection, and prize distribution. A hyperlink to a legally compliant privacy notice explaining how you will use any personal data collected from entrants, which you must adhere to. A comprehensive release of Ikibor from any liability and/or damages associated with your Promotion. For example:

"BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT [SPONSOR], IKIBOR FUNTASTIC PVT LTD, AND THEIR REPRESENTATIVES, AGENTS, AND CONTRACTORS, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES (THE "RELEASED PARTIES") SHALL HAVE NO LIABILITY WHATSOEVER AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST ANY LIABILITY FOR ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY, RESULTING WHOLLY OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY."

A statement acknowledging that the Promotion is not sponsored, endorsed, administered by, or associated with Ikibor. For instance:

"This sweepstakes is not sponsored, endorsed, or administered by, or associated with, IKIBOR FUNTASTIC PVT. LTD."

You must not, at any time, in the rules, in advertising and marketing materials, or elsewhere, state, suggest, or imply that your Promotion is endorsed by or affiliated with Ikibor, unless expressly permitted by Ikibor.

Each time you solicit entry to or advertise the Promotion, you must provide a hyperlink to the Official Rules.

You must administer your Promotion, including awarding all prizes, in accordance with your Official Rules.

Your Promotion must not require participation in any unlawful activity or infringe upon any third-party rights.

The aforementioned rules outline the requirements for running your Promotion or giveaway on Ikibor's platform. Additionally, there may be legal obligations under Indian center, state, and local laws, or the laws of other jurisdictions, that apply separately to your Promotion. Ikibor reserves the right to remove or take down any Promotions or giveaways that do not comply with these rules at any time, with or without prior notice to you.

Miscellaneous

Contact Information

IKIBOR FUNTASTIC PVT LTD. is the official legal entity of Ikibor, a company registered in India. Please direct all feedback, comments, requests for technical support, and other communications regarding the Ikibor platform through our designated channels. By providing feedback or comments to Ikibor, you grant us perpetual and unlimited permission to use and exploit such feedback or comments for any purpose without restriction, free of charge, and without attribution.

Enforceability

Even if Ikibor does not strictly enforce these terms in every instance, you are still obligated to comply with them. Our failure to enforce any provision of these terms at any time does not waive your obligation to comply with them or our ability to enforce them in the future. Any waivers of these terms by Ikibor must be in writing and signed by an authorized officer of Ikibor to be effective.

Links to Third-Party Websites, Applications, Software, or Content As part of the Ikibor platform, we may provide links to third-party websites, applications, software, or content ("Third-Party Content"). We do not control Third-Party Content, and we are not responsible for its accuracy, appropriateness, or completeness. Your use of Third-Party Content is at your own risk, and you should review the applicable terms and policies of any third-party site or application before accessing or using it. Entire Agreement & Severability

These terms, along with our Privacy Policy, constitute the entire agreement between you and Ikibor regarding the Ikibor platform, superseding all prior agreements and understandings. If any provision of these terms is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

Email and Legal Notice

Communications made through the Ikibor email and messaging system do not constitute legal notice to Ikibor. By using the Ikibor platform, you consent to receive electronic communications from us, and you agree that such communications satisfy any legal requirement that they be in writing. We May Amend the Platform and these Terms. We may update the Ikibor platform and revise these terms from time to time. It is your responsibility to review these terms periodically for any changes. Continued use of the Ikibor platform after any revisions to these terms constitutes your acceptance of the revised terms.

General Acknowledgment

By using the Ikibor platform, you acknowledge that you have read and understand these terms and agree to be bound by them.