

Bookista Terms of Use

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The domain name www.bookista.in (hereinafter referred to as "Website") is owned by Edzon tech services private Limited.

Your use of the Website and services and tools are governed by the following terms and conditions ("**Terms of Use**") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If You transact on the Website, You shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, You shall be contracting with bookista and these terms and conditions including the policies constitute Your binding obligations, with bookista.

For the purpose of these Terms of Use, wherever the context so requires "**You**" or "**User**" shall mean any natural or legal person who has agreed to become a buyer on the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. bookista allows the User to surf the Website or making purchases without registering on the Website. The term "**We**", "**Us**", "**Our**" shall mean Edzon tech services private Limited.

When You use any of the services provided by Us through the Website, including but not limited to, (Books Review and Seller Review), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by bookista Policies ((including but not limited to Privacy Policy available on <https://www.bookista.in/privacypolicy.pdf>) as amended from time to time.

Membership Eligibility

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use

the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the bookista website and shall not transact on or use the website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. bookista reserves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to bookista's notice or if it is discovered that you are under the age of 18 years.

Your Account and Registration Obligations

If You use the Website, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website.

Communications

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

Platform for Transaction and Communication

The Website is also platform that Users utilize to meet and interact with one another for their transactions. bookista is not and cannot be a party to or control in any manner any transaction between the Website's Users.

Henceforward:

1. All commercial/contractual terms are offered by and agreed to between Buyers and Sellers alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to books and services and after sales services related to books and services. bookista does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.
2. bookista does not make any representation or Warranty as to specifics (such as quality, value, salability, etc) of the books or services proposed to be sold or offered to be sold or purchased on the Website. bookista does not implicitly or explicitly support or endorse the sale or purchase of any books or services on the Website. bookista accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
3. bookista is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. bookista cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction concluded on the Website. bookista shall not and is not required to mediate or resolve any dispute or disagreement between Buyers and Sellers.
4. bookista does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, 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 in that behalf.

5. bookista does not at any point of time during any transaction between Buyer and Seller on the Website come into or take possession of any of the books or services offered by Seller nor does it at any point gain title to or have any rights or claims over the books or services offered by Seller to Buyer.

6. At no time shall bookista hold any right, title or interest over the books nor shall bookista have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers. bookista is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of books which are out of stock, unavailable or back ordered.

7. The Website is only a platform that can be utilized by Users to reach a larger base to buy and sell books or services. bookista is only providing a platform for communication and it is agreed that the contract for sale of any of the books or services shall be a strictly bipartite contract between the Seller and the Buyer.

At no time shall bookista hold any right, title or interest over the books nor shall bookista have any obligations or liabilities in respect of such contract.

bookista is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of books which are out of stock, unavailable or back ordered.

8. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the seller(s) that You transact with.

Disclaimer: Pricing on any book(s) as is reflected on the Website may due to some technical issue, typographical error or book information published by seller may be incorrectly reflected and in such an event seller may cancel such your order(s).

9. You release and indemnify bookista and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, bookista cannot take responsibility or control the information provided by other Users which is made available on the Website. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Website.

Please note that there could be risks in dealing with underage persons or people acting under false pretence.

Charges

Membership on the Website is free for buyers. bookista does not charge any fee for browsing and buying on the Website. bookista reserves the right to change its Fee Policy from time to time. In particular, bookista may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In such an event bookista reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to the seller.

Use of the Website

You agree, undertake and confirm that Your use of Website shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:

(a) belongs to another person and to which You does not have any right to;

(b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

(c) is misleading in any way;

(d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

(e) harasses or advocates harassment of another person;

(f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";

(g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

(h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];

(i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

(j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

(k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

(l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

(m) contains video, photographs, or images of another person (with a minor or an adult).

(n) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

(o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" books related to the Website. Throughout this Terms of Use, bookista's prior written

consent means a communication coming from bookista's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;

(p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;

(q) interferes with another USER's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;

(r) refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

(s) harm minors in any way;

(t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen books;

(u) violates any law for the time being in force;

(v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(w) impersonate another person;

(x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, 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;

(y) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

(z) shall not be false, inaccurate or misleading;

(aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

(ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.

3. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

4. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.

5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms bookista, bookista.com, or otherwise engage in any conduct or action that might tarnish the image or reputation, of bookista or sellers on platform or otherwise tarnish or dilute any bookista's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or bookista's systems or networks, or any systems or networks connected to bookista.

6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

8. You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of bookista and / or others.

9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time 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 listing, purchase, solicitation of offers to purchase, and sale of books 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.

10. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.

11. From time to time, You shall be responsible for providing information relating to the books or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such books or services so as to mislead other Users in any manner.

12. You shall not engage in advertising to, or solicitation of, other Users of the Website to buy or sell any books or services, including, but not limited to, books or services related to that being displayed on the Website or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website. It shall be a violation of these Terms of Use to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

We reserve the right, but has no obligation, to monitor the materials posted on the Website. bookista shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect bookista views. In no event shall bookista assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

13. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related books or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

14. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain

personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. We does not approve of such unauthorized uses, but by using the Website You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.

15. bookista shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through groups of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

Contents Posted on Site

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You shall be responsible for any notes, messages, emails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Website (collectively, "Content"). Such Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide. You agree that any Content You post may be used by us, consistent with Our Privacy Policy and Rules of Conduct on Site as mentioned herein, and You are not entitled to any payment or other compensation for such use.

Privacy

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available

at <https://www.bookista.com/privacypolicy.php>. If You object to Your Information being transferred or used in this way please do not use Website.

We and our affiliates will share / sell / transfer / license / convey some or all of your personal information with another business entity should we (or our assets) plan to merge with or are acquired by that business entity, or re-organization, amalgamation, restructuring of business or for any other reason whatsoever. Should such a transaction or situation occur, the other business entity or the new combined entity will be required to follow the privacy policy with respect to your personal information. Once you provide your information to us, you provide such information to us and our affiliate and we and our affiliate may use such information to provide you various services with respect to your transaction whether such transaction are conducted on www.bookista.com or with third party merchant's or third party merchant's website.

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- This Website will be constantly available, or available at all; or
- The information on this Website is complete, true, accurate or non-misleading.

bookista will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. bookista does not warrant that this site; information, Content, materials, book (including software) or services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

Nothing on Website constitutes, or is meant to constitute, advice of any kind. You will be required to enter a valid phone number while placing an order on the Website. By registering Your phone number with us, You consent to be contacted by Us via phone calls and/or SMS notifications, in case of any order or shipment or delivery related updates. We will not use your personal information to initiate any promotional phone calls or SMS.

Selling

As a registered seller, you are allowed to list item(s) for sale on the Website in accordance with the Policies which are incorporated by way of reference in this Terms of Use. You must be legally able to sell the item(s) you list for sale on our Website. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All listed items must be listed in an appropriate category on the Website. All listed items must be kept in stock for successful fulfilment of sales.

The listing description of the item must not be misleading and must describe actual condition of the book. 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. You agree not to list a single book in multiple quantities across various categories on the Website. bookista reserves the right to delete such multiple listings of the same book listed by you in various categories.

Services

Payment

All payments made against the purchases/services on Website by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website.

Currently on Cash on Delivery is available as a payment option on bookista in case you purchase a book from bookista and not a third party seller.

In case of third party seller, Before shipping / delivering your order to you, Seller may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by you for your purchase. This is done in the interest of providing a safe online shopping environment to Our Users.

Further, between buyer and seller:

1. Transactions, Transaction Price and all commercial terms such as Delivery, Dispatch of books and/or services are as per principal to principal bipartite contractual obligations between Buyer and Seller and payment facility is merely used by the Buyer and Seller to facilitate the completion of the Transaction. Use of the payment facility shall not render bookista liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the books and /or services listed on bookista's Website.

2. You have specifically authorized bookista or its service providers to collect, process, facilitate and remit payments and / or the Transaction Price through Cash on Delivery to and from other Users in respect of transactions through Payment Facility. Your relationship with bookista is on a principal to principal basis and by accepting these Terms of Use you agree that bookista is an independent contractor for all purposes, and does not have control of or liability for the books or services that are listed on bookista's Website that are paid for. bookista does not guarantee the identity of any User nor does it ensure that a Buyer or a Seller will complete a transaction.

3. You understand, accept and agree that the payment facility provided by bookista is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through Cash On Delivery, collection and remittance facility for the Transactions on the bookista Website using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment Facility, bookista is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.

Payment Facility for Buyers:

- You, as a Buyer, understand that upon initiating a Transaction You are entering into a legally binding and enforceable contract with the Seller to purchase the books and /or services from the Seller using the Payment Facility, and You shall pay the Transaction Price to the Seller using Payment Facility.

- You, as a Buyer, may agree with the Seller through electronic communication and electronic records and using the automated features as may be provided by Payment Facility on any extension / increase in the Dispatch and/or Delivery time and the Transaction shall stand amended to such extent. Any such extension / increase of Dispatch / Delivery time or subsequent novation / variation of the Transaction should be in compliance with Payment Facility Rules and Policies.

- You, as a Buyer, shall electronically notify Payment Facility using the appropriate bookista Website features immediately upon Delivery or non Delivery within the time period as provided in Policies. Non notification by You of Delivery or non Delivery within the time period specified in the Policies shall be construed as a deemed Delivery in respect of that Transaction. In case of Cash On Delivery transactions, Buyer is not required to confirm the receipt of books or services.
- You, as a Buyer, shall be entitled to claim a refund of the Transaction Price (as Your sole and exclusive remedy) in case You do not receive the Delivery within the time period agreed in the Transaction or within the time period as provided in the Policies, whichever is earlier. In case you do not raise a refund claim using Website features within the stipulated time than this would make You ineligible for a refund.
- You, as a Buyer, understand that the Payment Facility may not be available in full or in part for certain category of books and/or services and/or Transactions as mentioned in the Policies and hence You may not be entitled to a refund in respect of the Transactions for those books and /or services
- For Cash On Delivery transactions, refunds, if any, will be made via demand draft in favour of the Buyer (As per registration details provided by the Buyer)
- Refund shall be made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.
- Refund shall be conditional and shall be with recourse available to bookista in case of any misuse by Buyer.
- Refund shall be subject to Buyer complying with Policies.

4. bookista reserves the right to impose limits on the number of Transactions or Transaction Price which bookista may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

5. bookista reserves the right to refuse to process Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with bookista or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

6. bookista may do such checks as it deems fit before approving the receipt of/Buyer's commitment to pay (for Cash On Delivery transactions) Transaction Price from the Buyer for security or other reasons at the discretion of bookista. As a result of such check if bookista is not satisfied with the credibility of the Buyer or genuineness of the Transaction / Transaction Price, it will have the right to reject the receipt of / Buyer's commitment to pay Transaction Price.

7. The Buyer and Seller acknowledge that bookista will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond control of bookista.

Compliance with Laws:

9. Buyer and Seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued thereunder and

the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made thereunder, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and bookista Website.

Replacement Guarantee*

Following books shall not be eligible for return or replacement:

- Damages due to misuse of book;
- Any consumable item which has been used/installed;
- Books with tampered or missing serial/UPC numbers;
- Any damage/defect which are not covered under the manufacturer's warranty
- Any book that is returned without all original packaging and accessories, including the box, manufacturer's packaging if any, and all other items originally included with the book/s delivered;

If bookista has suspicion or knowledge, that any of its buyers and sellers are involved in any activity that is intended to provide claims or information that is false, misleading or not genuine, then bookista may while reserving its rights to initiate civil and/or criminal proceedings against member may also at its sole discretion suspend, block, restrict, cancel the Display Name of such buyer and seller and /or disqualify that user and any related users from availing protection through this program.

bookista reserves its right to initiate civil and/or criminal proceedings against a user who, files a invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, bookista may at its sole discretion suspend, block, restrict, cancel the Display Name [and its related Display Names] of such user and/or disqualify that user and any related users from availing protection through this program. Any person who, knowingly and with intent to injure, defraud or deceive, files a Fraudulent Complaint containing false, incomplete, or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the law.

Applicable Law

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Haryana.

Jurisdictional Issues/Sale in India Only

Unless otherwise specified, the material on the Website is presented solely for the purpose of sale in India. bookista make no representation that materials in the Website are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative and bookista is not responsible for supply of books/refund for the books ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

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POLICIES

Profanity Policy

bookista prohibits the use of language that is racist, hateful, sexual or obscene in nature in a public area.

This policy extends to text within listings, on Seller pages and all other areas of the site that another User may view. If the profane words are part of a title for the item being sold, we allow Sellers to 'blur' out the bulk of the offending word with asterisks (i.e., s*** or f***).

Please report any violations of this policy to the correct area for review:

- Report offensive Display Names
- Report offensive language in a listing or otherwise

If a feedback comment; or any communication made between Users on the Website; or email communication between Users in relation to transactions conducted on Website contain profanity, please review Our feedback removal policy and submit a request for action/removal. Disciplinary action may result in the indefinite suspension of a User's account, temporary suspension, or a formal warning.

bookista will consider the circumstances of an alleged policy violation and the user's trading records before taking action.

Violations of this policy may result in a range of actions, including:

1. Limits placed on account privileges;
2. Loss of special status;
3. Account suspension.

Replacement Guarantee*

The Replacement Guarantee seeks to assist Buyers who have been defrauded by qualified sellers on the Website. If at the time of delivery buyer inspects the books and buy otherwise

bookista have not take any responsibility for that or Bookisa have not take any guarantee .If bookista has suspicion or knowledge, that any of its buyers and sellers are involved in any activity that is intended to provide claims or information that is false, misleading or not genuine, then bookista may while reserving its rights to initiate civil and/or criminal proceedings against User may also at its sole discretion suspend, block, restrict, cancel the Display Name of such buyer and seller and /or disqualify that User and any related Users from availing protection through this program.

bookista reserves its right to initiate civil and/or criminal proceedings against a User who, files a invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, bookista may at its sole discretion suspend, block, restrict, cancel the Display Name [and its related Display Names] of such User and/or disqualify that User and any related Users from availing protection through this program. Any person who, knowingly and with intent to injure, defraud or deceive, files a Fraudulent Complaint containing false, incomplete, or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the law.

For more details related to Replacement Policy, refer to <https://www.bookista.in//cancellation-returns>

Returns Policy

Definition: 'Return' is defined as the action of giving back the item purchased by the Buyer to the Seller on the bookista website. Following situations may arise:

1. Book was torn
2. Pages were missing
3. Books was / were missing
4. Wrong book was sent by the Seller.

Bookista and

Return could also result in refund of money in most of the cases.

We encourage the Buyer to review the listing before making the purchase decision. In case Buyer orders a wrong item, Buyer shall not be entitled to any return/refund.

Buyer need to raise the refund request within 3 days from the date of delivery.

Replacement

Definition: Replacement is the action or process of replacing something in place of another. A Buyer can request for replacement whenever he is not happy with the book, reason being torned book, missing pages , Book(s) missing, wrong book shipped, etc.

Buyer need to raise the replacement request within 3 days from the date of delivery of books.

Once Buyer has raised a replacement request by contacting Us. Once the replacement request has been raised, the following steps shall be followed:

1. Buyer is asked for "Reason for Return". Among others, the following are the leading reasons:
 - Book was torn
 - Book(s) were missing
 - Wrong book sent
2. An intimation shall be provided to Seller seeking either "approval" or "rejection" of the replacement request.

3. In case the Seller accepts the replacement request, Buyer shall be required to return the book to the Seller via courier to the address proposed by customer executive and only after return of the book, Seller shall be obliged to provide the replacement book to the Buyer. In case the Seller doesn't have the book at all, Seller can provide the refund to the Buyer and Buyer shall be obligated to accept the refund in lieu of replacement. All the book parameters shall be required to be complied with in cases of replacement.

If the Seller doesn't respond to the Buyer's replacement request, within three (3) days from the date of replacement request placed by the Buyer, refund shall be processed in favour of Buyer and Seller shall be liable to refund amount paid to the Seller.

Either side courier charges shall be borne by the Buyer.

Email Abuse & Threat Policy

Private communication, including email correspondence, is not regulated by bookista. bookista encourages its Users to be professional, courteous and respectful when communicating by email.

However, bookista will investigate and can take action on certain types of unwanted emails that violate bookista policies.

Such instances:

Threats of Bodily Harm - bookista does not permit Users to send explicit threats of bodily harm.

Misuse of bookista System - bookista allows Users to facilitate transactions through the bookista system, but will investigate any misuse of this service.

Spoof (Fake) email - bookista will never ask you to provide sensitive information through email.

In case you receive any spoof (fake) email, you are requested to report the same to Us through 'Contact Us' tab.

Spam (Unsolicited Commercial email) - bookista's spam policy applies only to unsolicited commercial messages sent by bookista Users. bookista Users are not allowed to send spam messages to other Users.

Offers to Buy or Sell Outside of bookista - bookista prohibits email offers to buy or sell listed books outside of the bookista Website. Offers of this nature are a potential fraud risk for both Buyers and Sellers.

bookista policy prohibits user-to-user threats of physical harm via any method including, phone, email and on Our public message boards.

Violations of this policy may result in a range of actions, including:

- Limits on account privileges
- Account suspension
- Cancellation of listings
- Loss of special status

Other Businesses

bookista does not take responsibility or liability for the actions, books, content and services on the Website, which are linked to Affiliates and / or third party websites using Website's APIs or otherwise. In addition, the Website may provide links to the third party websites of Our affiliated companies and certain other businesses for which, bookista assumes no responsibility for examining or evaluating the books and services offered by them. bookista do not warrant the

offerings of, any of these businesses or individuals or the content of such third party website(s).
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