



Terms and Conditions for MLNO'sMART B2B Online Marketplace

Effective Date: 16th August 2025

Contents

1. Introduction.....	3
2. Interpretations	3
3. Definitions	3
4. Eligibility and User Registration.....	4
5. Account Credentials and Access Control.....	4
6. Platform Access and Availability.....	4
7. Force Majeure	5
8. Account Security.....	5
9. Roles and Responsibilities	5
10. Payments and Commission	6
11. Taxes and Statutory Compliance	7
12. Communication	7
13. Data Protection and Compliance with the DPDP Act	8
14. Intellectual Property.....	10
15. Prohibited Activities and Enforcement	10
16. Disclaimer, Liability, and Warranty	11
17. Third-Party Services and Disclaimers	12
18. Indemnity	12
19. Governing Law and Jurisdiction.....	13
20. Dispute Resolution Process	13
21. Anti-Corruption and Ethics	13
22. Feedback and Reviews Policy	13
23. Severability	14
24. Miscellaneous.....	14
25. Entire Agreement	14
26. Contact Information	14

1. Introduction

Welcome to MLNO'sMART (the "*Platform*"), a B2B online marketplace owned and operated by MLNO Professional Services Private Limited (hereinafter "*MLNO*"), with its registered office at A-1203, Prateek Wisteria, Sector 77, Noida – 201301, Uttar Pradesh, India.

These Terms and Conditions ("*Agreement*") govern your access to and use of the Platform. By accessing or using the Platform, you confirm that you are a duly authorized representative of a registered business entity and that you agree to be bound by this Agreement. If you do not agree, you must refrain from using the Platform.

All registered Buyers, Sellers, and other Users of MLNO'sMART are expected to comply with this Agreement, as well as any other guidelines, communications, policies, and the User Manual, which forms an integral part of this Agreement and shall be referred to for operational, technical, and compliance-related guidance.

2. Interpretations

For the purposes of this Agreement:

- Headings, numbering, formatting, or bold typeface are included for convenience only and shall not affect the interpretation of any clause
- The word "including" shall mean "*including without limitation*"
- All annexures, appendices, notices, and written communications mutually agreed by the Parties shall form an integral part of this Agreement
- Words denoting any gender shall be interpreted to include all genders
- Words in the singular shall include the plural, and vice-versa
- Terms such as "hereof," "herein," "hereto," and similar expressions shall refer to this Agreement as a whole, or to specific clauses as the context requires
- References to any law or legislation shall be deemed to include such law as amended, re-enacted, or replaced from time to time.

3. Definitions

Unless the context otherwise requires, the following capitalized terms shall have the meanings ascribed below:

- **User:** An individual registered on MLNO'sSMART on behalf of a business entity, acting as a Buyer, Seller, or both.
- **Buyer:** A business entity registered on MLNO'sSMART to purchase products or services through the Platform.
- **Seller:** A business entity registered to list, promote, and sell products or services through the Platform.
- **MLNO'sSMART / Platform:** The B2B online marketplace owned and operated by MLNO.
- **MLNO:** MLNO Professional Services Private Limited, the owner, administrator, and service provider of the Platform.

4. Eligibility and User Registration

Use of the Platform is limited to registered business entities with valid GST registration (or equivalent recognized business identification). Users must provide accurate and complete details during registration and remain in compliance with all applicable laws. MLNO reserves the right to conduct KYC verification to confirm business authenticity.

5. Account Credentials and Access Control

- **Initial Access:** The initial User ID and password for each entity shall be issued by MLNO.
- **Additional User IDs:** By request and subject to approval, entities may be permitted to create additional User IDs as per MLNO's policy.
- **Responsibility:** Users are solely responsible for the confidentiality and use of their login credentials. MLNO shall not be liable for unauthorized access unless caused by its proven negligence.

6. Platform Access and Availability

MLNO may, at its sole discretion, temporarily suspend access for maintenance, upgrades, or due to unforeseen technical disruptions. MLNO disclaims liability for unavailability due to circumstances beyond its control.

7. Force Majeure

MLNO shall not be liable for any delay or failure in performance arising from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, telecommunications failure, power outages, labour unrest, pandemics, war, government restrictions, or other force majeure events. Affected obligations shall remain suspended during the period of disruption.

8. Account Security

Each User is solely responsible for maintaining the confidentiality and security of their login credentials. Any unauthorized access, suspicious activity, or misuse of an account must be reported to MLNO immediately.

MLNO shall not be liable for any loss or damage resulting from the compromise of credentials unless such compromise is directly and solely attributable to MLNO's proven negligence.

9. Roles and Responsibilities

- **Seller Responsibilities**

Sellers using the Platform shall:

- Ensure that all product or service listings are accurate, complete, lawful, and updated regularly;
- Maintain up-to-date inventory levels and pricing;
- Honor all committed specifications, pricing, and delivery schedules;
- Fulfill orders professionally and within agreed timelines;
- Maintain respectful and professional conduct with all Users;
- Comply with all applicable Indian laws and regulatory requirements, including but not limited to GST laws, Legal Metrology Act, BIS standards, and applicable trade regulations;
- Refrain from any form of fraud, misrepresentation, or unethical behavior.

- **Buyer Responsibilities**

Buyers using the Platform shall:

- Review and confirm the accuracy and completeness of product or service listings prior to placing orders;
- Avoid unjustified or arbitrary cancellations after order confirmation;
- Make payments in accordance with the agreed terms and conditions with the Seller;
- Maintain professional conduct and clear communication with all Users;
- Comply with all applicable Indian laws and regulatory requirements, including but not limited to GST laws, Legal Metrology Act, BIS standards, and applicable trade regulations;
- Refrain from engaging in fraudulent, deceptive, or unethical behaviour.

- **MLNO's SMART Platform Responsibilities**

The Platform shall:

- Offer a neutral, transparent, and secure environment for B2B commercial activity;
- Facilitate Platform access, order placement, and communication features as per the provisions outlined in this Agreement;
- Protect personal and business data as per applicable law and internal policy frameworks.

- **MLNO Responsibilities**

MLNO shall:

- Reserve the right, at its sole discretion, to intervene in disputes between Users based on a formal request and internal review procedures;
- Remain neutral in all transactions and not act as a principal, agent, or guarantor unless expressly agreed in writing.

10. Payments and Commission

- All commercial payments related to orders shall be directly settled between the Buyer and Seller.
- MLNO shall charge a non-refundable service commission on each transaction. The applicable commission structure shall be pre-communicated by MLNO and may be borne by either or both parties (the Seller and / or the Buyer).

- Commission shall become due and payable prior to the exchange of party contact details. Upon receipt of the commission, MLNO will provide the requested information within 24 hours.
- MLNO may, at its sole discretion, refund up to 90% of the commission in cases of substantiated fraud, verified misconduct by the other party, or legitimate cancellations, based on internal review.
- No commissions shall be returned to the Party that is accused of fraud or misconduct.
- Documentation, evidence, or justification may be required to process any such refund request.
- Statutory taxes already deposited with relevant authorities (e.g., GST) shall not be refunded under any circumstances.

11. Taxes and Statutory Compliance

Each User shall be independently responsible for:

- Calculating, collecting, remitting, and reporting all applicable taxes (including GST, customs duties, surcharges, levies, cess, etc.);
- Ensuring compliance with all applicable statutory & regulatory obligations in India.

MLNO disclaims any liability for compliance failures or misreporting by Users.

12. Communication

By registering and using the Platform, Users expressly consent to receive communications from MLNO via:

- Email
- SMS
- WhatsApp
- Web-based notifications

Such communications may be transactional (e.g., order updates, alerts) or promotional in nature.

MLNO shall moderate inter-party communications conducted on the Platform to safeguard the commercial integrity of the ecosystem. Any moderation shall be transparent to the original sender of a message.

13. Data Protection and Compliance with the DPDP Act

- **Compliance with Applicable Law**

All parties agree to comply with the provisions of the Digital Personal Data Protection Act, 2023 (DPDP Act) and all relevant rules, regulations, or amendments issued by the Government of India.
- **Roles Under the DPDP Act**
 - User (Client): Acts as the *Data Fiduciary*, determining the purpose and means of data processing.
 - MLNO: Acts as the *Data Processor*, processing data strictly on behalf of the User and only as per documented instructions.
- **Scope of Processing**

MLNO shall only process personal data to the extent required for service delivery under this Agreement and shall not use such data for any other purpose unless expressly authorized or legally required.
- **Consent and Legal Basis**

Users shall ensure that personal data shared with MLNO or MLNO's SMART is collected lawfully and with proper consent, as required by the DPDP Act.
- **Security Measures**

MLNO shall implement appropriate technical and organizational safeguards to prevent unauthorized access, loss, or disclosure of data. Access shall be restricted to personnel with a legitimate need and subject to confidentiality obligations. However, MLNO disclaims liability for data breaches or incidents beyond its reasonable control.
- **Confidentiality Obligations**

All non-public, business-sensitive, or transactional information exchanged between Buyers and Sellers through the Platform shall be treated as confidential. All parties are expected to handle such information with the highest degree of care and shall not disclose or misuse it. Breach of

confidentiality may result in legal or contractual consequences, including suspension or termination of access.

No confidential information may be uploaded to, processed by, or disclosed to any publicly available AI / ML system, model, or dataset without prior written consent of the originating Party.

- **Use of Sub-Processors**

MLNO may engage third-party sub-processors, provided such entities are contractually bound to meet obligations equal to or greater than those set forth in this Agreement.

- **Data Subject Rights**

MLNO shall support the User in fulfilling its obligations to respond to data principal requests, including access, correction, erasure, and grievance resolution, to the extent feasible under law.

- **Data Retention and Return**

MLNO retains user-related data for an indefinite period unless otherwise required to delete or return personal data upon written instruction from the User, unless legally obligated to retain such data. Users may be required to submit verifiable documentation to confirm their identity before any deletion process is initiated. All such requests shall be limited to data held by MLNO's SMART; MLNO shall not be responsible for data retained by other Users or third parties.

Users may voluntarily request account deactivation or deletion at any time.

Upon receiving a formal email request from a verified User, MLNO shall delete such User's data from the Platform, except where:

- Retention is required to comply with applicable laws;
- Retention is necessary for reasons of public interest, legal defense, or contractual obligations with another registered User or business entity.

Only such data as is strictly necessary for the above purposes shall be retained.

- **Recordkeeping and Audit**

MLNO reserves the right to retain transactional records for legal, operational, and audit purposes. MLNO may, at its discretion, request supporting documentation from Users to verify compliance.

- **Breach Notification**
In the event of a personal data breach, MLNO shall notify the User without undue delay and provide all relevant information to allow for compliance with regulatory obligations.
- **Indemnity**
Each Party shall indemnify the other against any claims, penalties, or damages arising from its own breach of data protection obligations under this clause or under applicable law.

14. Intellectual Property

- All proprietary content available on MLNO'sSMART—including, but not limited to logos, trade names, software, design elements, interface components, and other intellectual property belongs to its respective owners. No endorsement or affiliation shall be implied unless expressly stated.
- Any unauthorized use, reproduction, or distribution of such content without prior written consent from MLNO or the rightful owner is strictly prohibited and may result in legal action.
- MLNO disclaims liability for any intellectual property infringements by Sellers or Buyers. Responsibility and / or liability rests with the Sellers or Buyers respectively.

15. Prohibited Activities and Enforcement

- **Prohibited Use of the Platform**
Users are strictly prohibited from using MLNO'sSMART for:
 - Engaging in or facilitating money laundering, fraudulent, unethical activities, or other illegal transactions
 - Listing, promoting, or selling counterfeit, restricted, unlawful or banned products as defined under Indian laws or MLNO'sSMART policies
- **Zero Tolerance and Enforcement**
MLNO enforces a zero-tolerance policy against the above activities. In such cases, MLNO reserves the right to:
 - Remove offending listings immediately

- Suspend or permanently terminate the associated User account without prior notice
- Notify and / or cooperate with competent legal or regulatory authorities
- **General Policy Violations**

MLNO may issue a warning or request corrective action from the User. If the violation remains unrectified, MLNO may remove content or suspend the account at its discretion.

16. Disclaimer, Liability, and Warranty

- **Platform Limitation**

MLNO and MLNO'sSMART function solely as facilitators of transactions and do not verify, guarantee, or endorse the quality, specifications, legality, or authenticity of any product or service listed.
- **No Warranty**

All content, including listings, specifications, & pricing and services are provided strictly on an "as-is" basis without any express or implied warranties or guarantees. MLNO or MLNO'sSMART does not guarantee completeness, accuracy, or reliability of any such information.
- **Product Accountability**

Sellers bear sole responsibility for product warranties, after-sales obligations, and compliance with applicable regulations, if at all, as per communication between the Buyer and the Seller during the course of discussions between them.

To the fullest extent permitted by law MLNO, its directors, managers, officers, employees, agents, affiliates and other representatives shall not be liable for:

- any direct, indirect, special, incidental, punitive or consequential damages or any other damages of any kind arising out of the use or inability to use MLNO'sSMART;
- any product defects;
- any non-conformance with listed specifications;
- any disputes between Buyers and Sellers.

MLNO may, upon specific request and at its sole discretion, act as a neutral facilitator to mediate such disputes but shall not guarantee resolution outcomes.

MLNO / MLNO'sSMART disclaims liability for any dispute or transactional losses between Users. MLNO's or MLNO'sSMART's total liability, whether in contract, warranty, tort (including negligence), or otherwise, shall not exceed the last fee paid by the User.

17. Third-Party Services and Disclaimers

- **Use of Integrated Services**
MLNO'sSMART may offer integrations or access to third-party services (e.g., payment processors, logistics providers, etc.). MLNO does not control or guarantee the accuracy, reliability, or availability of such services.
- **User Responsibility**
Users must independently assess the terms and conditions of any third-party service they choose to engage with via the Platform. MLNO shall not be liable for any loss or disruption arising from such usage.
- **Recommendations**
Where MLNO recommends third-party service providers upon request or otherwise, such recommendations are made in good faith and without liability.

18. Indemnity

Each User and/or their business entity agrees to indemnify, defend, and hold harmless MLNO, its directors, managers, officers, employees, agents, affiliates and other representatives from and against any claims, liabilities, or damages arising from:

- Breach of this Agreement
- Disputes with other Users
- Infringement of third-party rights
- Violation of applicable laws
- Product issues or misrepresentations

19. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India. All disputes shall be subject to the exclusive jurisdiction of the courts in Delhi.

20. Dispute Resolution Process

In the event of a dispute between Users:

- Both parties shall attempt to resolve the issue amicably through direct communication
- MLNO may intervene only upon formal request from either a Buyer or a Seller and at its sole discretion
- If mediation fails, the aggrieved party may pursue legal recourse under the jurisdiction as mentioned in this policy

Supporting documentation may be required for mediation by MLNO, which all Users agree to provide unconditionally.

21. Anti-Corruption and Ethics

Users shall refrain from engaging in any corrupt practices, including bribery, kickbacks, or unethical inducements. MLNO enforces a strict anti-corruption policy aligned with applicable Indian and international standards.

22. Feedback and Reviews Policy

- Users may submit reviews post-transaction. All reviews must be factual, civil, and not defamatory or unlawful
- MLNO reserves the right to edit, moderate, or remove reviews that are misleading, offensive, or violate Platform policies

- Feedback and suggestions for Platform improvement may be shared at info@mlno.in

23. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

24. Miscellaneous

- MLNO may update these Terms & Conditions from time to time. Continued use after any amendment constitutes acceptance of the new Terms & Conditions.
- These Terms and Conditions do not create any association / teaming agreement / JV / etc. between the User / Buyer / Seller and MLNO.
- The User and / or its organization cannot bind MLNO / MLNO'sSMART to any additional terms and conditions beyond those explicitly stated in this agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between the Parties, superseding all prior understandings or representations.

26. Contact Information

For any queries w.r.t. these Terms & Conditions, contact us at: info@mlno.in

Revision History:

S. No.	Date	Clause	Revision
1	16-Aug-2025	Entire document	Initial Release
2