

DEALMATRIX AUCTIONS USER AGREEMENT

Preface

DealMatrix Auctions is a branded product of DealMatrix Services Pvt Ltd, a Non-Government company registered at the Registrar of Companies, Patna, Bihar. The organization provides an integrated end to end financial services support, catering to both secured & unsecured financial products & portfolios. As a value added service offering to our clients, Online Auction & Sale services has been launched & acts as one of our branded products.

Welcome to DealMatrix Auctions. We ourselves and through our service partner/s conduct online auctions and online sales for different make & models of 2 & 3 Wheelers, Commercial Vehicles, Cars, Construction Equipment and related attachments & accessories. In this User Agreement, the terms "DealMatrix Auctions", "Website", "Portal", "We", "Us" and "Our" refer to DealMatrix Auctions and the terms "You", "Yours" refer to You as a user of DealMatrix Auction online auction sale portal. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

By using this Website, You accept the contained Terms & Conditions. This is a legally binding agreement between You (User) and Us (Dealmatrix Auctions); please read it carefully & take cautious note of this User Agreement. When using this Website, You may be subjected to other posted terms and guidelines applicable to certain services available on this Website/ Auction portal. All terms and guidelines including our Privacy Policy, are part of these Terms & Conditions. It would be automatically deemed as your acceptance of the terms & conditions mentioned within this User Agreement regarding usage our our website/ portal. Please do not use the portal or website, if you do not agree or accept the full or any part of this user agreement. In the event of any violation by you, of the DealMatrix Auctions User Agreement, and other terms and conditions governing your use of Website/ Portal, DealMatrix Auctions may suspend or deactivate your access to the Website/ Portal.

DealMatrix Auctions may change the Terms & Conditions of this User Agreement from time to time. Your continued use of this Website/ Portal after the posted effective date constitutes your agreement to be bound by these Terms & conditions as modified, except that modifications do not apply to any dispute arising prior to their effective date. Dealmatrix Auctions reserves the right, without any limits or restrictions and at its sole discretion, to modify in whole or in part and at any time, its User Agreement & any P-P-P Policies (Privacy Policy, Pricing Policy or Process-Operating Policy).

Part A – Understanding DealMatrix Online Platform

You understand that DealMatrix owns and maintains a Portal on the Internet to facilitate sale of automobiles which are used/pre-owned/surrendered/repossessed vehicles as per the specification provided by Seller/s of DealMatrix Auctions.

You also understand and agree that the Website is merely a platform to facilitate sale of vehicles and is not a party to the transaction in any respect. DealMatrix Auctions uses third party provided dedicated cloud server for hosting auction or sale related events. DealMatrix Auctions does not have any control over internet speed or bandwidth, frequencies, discontinuity or power cut issues, natural calamities or disasters, man-made hindrances like riots etc during any point of time of your usage of our web portal and you can not held DealMatrix Auctions for any of these beyond control occurrences.

You clearly understand and agree that DealMatrix is not the seller of the vehicles, does not inspect, nor guarantee the asset health condition or delivery of the vehicles or the vehicle ownership transfer and vehicle Tax or Insurance or Fitness related documents. You understand and acknowledge that the contract for sale of any of the vehicles or products shall be a strictly bipartite contract between the seller of the vehicles and you. At no time shall any right, title or interest over the transaction vest with DealMatrix nor shall DealMatrix have any obligations or liabilities in respect of such contract. DealMatrix Auctions does not in any manner verify correctness, accuracy, authenticity, reliability or can be made liable for the information put up on our portal site by Owners/ Sellers to sell the Items listed by them or the ability/capacity of Buyers to buy or pay for the sale consideration of any Items. DealMatrix Auctions cannot be made liable for failure of the either party i.e. the Owner/ Seller and Buyer to complete the transaction. You as an user or DealMatrix Actions, own the responsibility to adjudge & verify of facts & information provided by Seller/s on our web portal.

Part B - DealMatrix Website/ Portal Registration

You may not require yourself to register in the main website of DealMatrix or to access the Auction Service Home page. But you need to register yourself as a User of DealMatrix Auctions web portal to view details of Scheduled auction events and partake in such online auction & sale events. It would be duty of the Users to provide correct, complete and accurate information or details pertaining to them or their organization and to update them from time to time. DealMatrix Auctions in its sole discretion, reserves the right to disapprove any request to become a User Member or to suspend or terminate the authorization to use/ access the site without giving any reason.

During the registration, the Users need to provide certain basic information like full name, phone number, email address, PAN/ GSTIN number, Adhar Number, birth date, gender, postal address, pin code, occupation, industry, and personal interests. These information are required for DealMatrix database management system. However, PAN/ GSTIN & Adhar Number data

would be non-mandatory for registering as User. But these data would be mandatory if a registered User wants to partake in any Auction or Sale events. Users should particularly provide correct & valid Email address & Mobile Phone Numbers as these would be primary means of communication with You (as buyer) and DealMatrix Auctions team & it's Sellers. If you are using somebody else's email id & mobile phone number, you have the sole responsibility of doing so while using our web portal & you can not hold us responsible for any untoward incidents, non-delivery of information, unwanted legal issues etc.

You understand that DealMatrix Auctions web portal usage is free of cost & hence registration as user does not incur any cost to You. But, as a registered user, if you wish to partake in any online auction or sale event of DealMatrix Auctions, you need to pay the specified EMD (Ernest Money Deposit) or SD(Security Deposit) to either DealMatrix or it's Seller/s, as directed in the concerned Auction Sale Catalog. These EMD/ SD are event specific & would relate to the concerned auction or sale event only.

Part C - Log In ID & Password

Users to provide their 10 digit mobile number, which system will record as their User IDs for DealMatrix Auction portal. The User account, ID & Password is not transferable to any third party. User ID will be created after successful validation of OTP. User can not change the entered mobile number. In case the mobile number is disabled or user wishes to change his mobile number, the only option is to create a fresh registration/ user ID. Any unauthorized use of any login ID and/ or password or any other breach of security regarding the Site has to be immediately informed by the User to Dealmatrix Auctions. Users can use Forgot Password option at any point of time, in case of forgetting the password.

Part D - Authorization to Contact You

By clicking the consent check box, you authorize Dealmatrix Auctions, its staff/ employees, Seller partners & service partners to contact you by means of phone calls, sms, whatsapp, facebook, messenger, Instagram, postal letters & other means of communication, for catering to your queries, for intimating you on upcoming &/or scheduled auction events, for any bidding related limitation or violation, for asking you to deposit sale proceed &/or applicable commission premiums payable to Dealmatrix and/or its seller partners, for collection of KYC, payment documents and other related documents, for intimating you on Dealmatrix promotional offers or its associate/ third party partners, regardless of your DND or DNC status.

Part E - Auction Event Terms & Conditions

You indemnify yourself that you have undergone and agree to the specific auction event terms & conditions that are published in the specific sale catalog & understood clearly without any doubt, prior to attempt to partake in the specific auction event &/or place any Bids in the portal. This is in addition to DMA Auction general terms & conditions that apply currently or at

any future date. You agree that you will follow the latest updates of terms & conditions and any changes of same, published in Dealmatrix Auctions portal & abide by those. You agree that it may not be possible for Dealmatrix auctions to personally update all users, such specific auction event terms & conditions or any updates or changes that may happen. Without satisfying yourself or clearing any doubt regarding any terms & conditions of general rules & auction specific events, you hereby agree not to participate in the event/s and/or place any bids. You understand & agree that Sellers list their assets for auction on non exclusive basis, which means that any item or asset listed in Dealmatrix Auctions may appear in other or multiple Auctioneer portal / platforms with either same or different auction specific terms & conditions. While partaking in any Dealmatrix Auctions or placing any bid in Dealmatrix Auctions portal, the specific terms & conditions published in concerned Sale Catalog will only apply and DealMatrix Auctions do not own any responsibility or cater to any service regarding other auctioneer portal or platforms.

Violation of Dealmatrix Auctions General terms & conditions and/or Specific Auction Event terms & conditions by any User, Dealmatrix Auctions may restrict user for partaking in that specific auction event and/or restrict future usage of Dealmatrix Auctions portal by that bidder. It is sole authority of Dealmatrix Auctions to decide &/or deactivate the concerned User ID. This may be done with or without intimating the concerned bidder/ user.

Part F - Bid Now Feature

Bid Now feature or button may be used ONLY after clear understanding of facts & figures relating to any lot or Asset ID and agreeing to the specific Auction Terms & Condition applicable. By pressing Bid Now, you authorize Dealmatrix Auctions to register your bid and the input monetary value you wish to buy that product/ item/ lot/ Asset referring to the concerned Asset ID. If your input bid value meets the specific auction bid criteria & satisfies the time factor, the system will register your bid with the input bid value in system & you'll get inspant on screen confirmation on successful bid placing. Unless the confirmation is received, please do not be sure of bid placing & you may check for any error or restriction that prevented you to register your bid successfully. Always refresh page manually to check if your bid has been placed successfully, provided you are not outbid by other bidder/s at that time.

Bid Now feature is a point of no return type of transaction. Once any bid is successfully placed in the portal system, you can not undo it or go back or do any alteration of cancellation. To help you in alerting regarding your mistakes or mis typing on "Next Ask/ Bid Price", system will ask for your confirmation on your willingness to bid and the specific amount you want to bid for. You may cancel the bid or go back & enter any new wish bid value. But once you confirm, bid will be placed in system, provided auction specific bid criteria are met. Dealmatrix Auctions will not entertain or serve on any happenings of bid mistakes that you might had placed.

You understand that Dealmatrix Auctions have no control over the issues or problems at your end due to which you are either not able to participate in event/s, place a bid etc. Internet or broadband bandwidth & speed, exhausting available bid limits, incorrect KYC uploads,

exhausting timer limits, instant outbid by other bidder/s, natural calamities, man made issues etc are some occurrences for which you as an User can't hold Dealmatrix Auctions responsible for.

Part G – Taxes, Liabilities, Parking & Other Charges, Licences, Certifications

Individual user or part of any business entity/ organization/ company, you as an User agree that you are the sole authority to decide & pay for any Govt/ non Govt taxes, Insurance costs, liabilities, parking & upkeepment charges, applicable commissions to auctioneer relating your intention &/or transaction for a Buy or Sell option in Dealmatrix Auctions Portal. Also you are solely responsible to obtain licences/ certificates which may be required from time to time in partaking in Auctions either for Selling or Buying a product or asset from Dealmatrix Auctions. Ownership & ownership transfer documents, costs & processes AND registration with Regional Transport Authorities/ Offices for your purchased asset will be dealt by & borne by You, as User. Dealmatrix will only facilitate your interaction with the Seller only & will not involve in the dealings between you & the Seller in this respect.

Part H – Disclaimer on Warranties, Limitation of Liability & Indemnification

By using the Dealmatrix Auctions portal, you agree to rely on any information, product, asset or available service/s at your own risk. You clearly understand & agree that there may be Inaccuracies, omissions, interruptions, incompleteness, delays and other issues related to the information, photographs of the assets/ products published in the sale catalog and/ or auction portal . The Auction Sales are on As-Is basis without any warranties or guaranties whatsoever. Dealmatrix Auctions, under no circumstances be liable for direct, indirect, incidental, special, consequential, incidental, special, punitive or exemplary damages resulting from your use of the Site or the Service, or resulting from any Sale deals, whether the damages arise from use or misuse of the Site or the Service, from inability to use the Site or the Service, or the interruption, suspension, modification, alteration, or termination of the Site, the Service or User account. Dealmatrix Auctions do not warrant the accuracy, fitness, merchandability, completeness, currentness of fitness of information available in its portal. You agree to defend, indemnify, and hold Dealmatrix Auctions and its Affiliates harmless from all liabilities, claims, damages, compensation and expenses, including attorney's fees that arise from your use or misuse of Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

Section I – Applicable Law & Jurisdiction

These terms and conditions are governed by the laws of India and Bihar State. In case of any dispute, the courts of Patna shall have jurisdiction.