

### **TERMS AND CONDITIONS FOR ENROLLMENT**

I am/We are interested in enrolling myself/ ourselves to participate as bidder in the online auction conducted on the e -auction platform of iCom Analytics Limited as per our particulars mentioned in registration form.

1. Confirmation of Training and Communication process for online bidding on auction platform

- a. This is to confirm that I/ We have undergone the training conducted by iCom Analytics Limited (iCom) and have completely understood the process of online auction conducted on their website, including the process of proxy bidding / auto bidding.
- b. I/ We hereby confirm that I am/ we are satisfied and have understood the processes and I am/ we are confident to conduct the bidding on my/our own.
- c. I/ We understand that during the time when auction is under way, I/we may require assistance from iCom for which I/ we will contact iCom at the phone numbers of the auction room, as displayed on their website, for assistance.
- d. I/ We understand that iCom can communicate with me / us through email. For this purpose, I/ we have registered my/ our email address with them. I/ We understand the importance of checking my/ our email in the mailbox regularly and I/ we take full responsibility if I/ we miss out on any communication sent to me/ us by iCom through email.
- e. I/ We undertake to inform iCom promptly in writing with respect to any change in my/ our phone / mobile number or Email ID.

2. Agreement with respect to our participation in the bidding on your web based e -auction platform:

- a. I/We confirm that entire information furnished by me/us to iCom Analytics Limited, hereinafter referred as "iCom", is true and correct to the best of my/our knowledge and belief and no material facts have been concealed by me/us.
- b. I/ We hereby confirm that the undersigned is competent and authorized to enter into this agreement on behalf of our firm/ company.
- c. I/We hereby understand and agree that I/we shall be wholly and solely responsible to protect the confidentiality and secrecy of my/our Login ID and transaction password for participating/ transacting on iCom's e-auction platform.
- d. I/We shall be solely responsible for all bids given on iCom's online auction platform ([www.auctionit.in](http://www.auctionit.in)) from our Login Id\_\_\_\_\_.
- e. I/We also understand and agree that without authorized written instructions from me/us in the company's letterhead or from registered email id, new password shall not be re - issued by iCom.
- f. iCom shall not entertain any verbal bidding request made by me/ us unless made to auction room on the phone numbers published on iCom's website on a recorded conversation. I/ We understand that it will not be possible for iCom to act upon such verbal requests on real time basis and iCom shall not be responsible for time lags in executing such requests.
- g. I/We agree and undertake not to tamper with safety, security, data integrity, and service in any manner whatsoever and shall keep the facts/information related to auction as confidential.

- h. I/We understand and agree that iCom shall not be responsible or liable for any mistakes/errors/ inappropriateness in the list/ information sent by the seller/buyer.
- i. I/We agree that iCom shall not be responsible or liable for any interruption/ lag/ data-packet loss, due to any reason whatsoever, during two-way electronic communication with iCom's e- auction web-based platform.
- j. I/We confirm having read and fully understood the terms and conditions that are displayed on iCom's website regarding usage of website as well as auction event(s) and hereby agree to strictly abide by the same.
- k. I/We hereby permit ICOM to track my/ our IP address, Media Access Control (MAC) address and geo- location whenever I/ we participate in auction events on iCom's e-auction platform and for that purpose, we hereby permit iCom to install necessary software application(s) in my/ our devices through which I/ we will be logging in and bidding on iCom's auction platform.
- l. I/We understand and agree that I/ we shall be required to deposit security amount or provide Bank Guarantee(s) to iCom equivalent to the amount as decided by iCom / Client (seller/buyer) from time to time and that my/our security deposit/Bank guarantee is liable to be forfeited in case of infringement/ breach of any terms and conditions as prescribed from time to time by iCom or its Client (seller/buyer). I /We further understand and agree that ICOM will be well within its rights to take any punitive action against me/ us including but not limited to permanently blocking my/ our access to iCom's e-auction platform.
- m. I/We understand and agree that all voice communications made by me/us with the auction room of iCom can be recorded by iCom and shall be considered a valid proof / evidence in case of a dispute. I/We further agree and confirm that any and all such verbal communications and instructions passed by me/ us shall constitute a valid communication/ instruction and shall be treated as our valid contractual obligation. I/ We further undertake to ratify such communications/ instruction in writing as and when required by iCom.
- n. I/ We understand and agree that, under no circumstances whatsoever, shall iCom be responsible or liable for any loss or damage incurred/ suffered by me/ us, caused directly or indirectly in connection with the e-auction services provided by iCom including but not limited to loss or damage caused due to loss of data and/or interruption in or stoppage of online e-auction platform.
- o. I/We understand and agree that iCom expressly excludes any liability on its part for any consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings, which may be caused to me/ us in relation/ consequence to my/ our usage of e-auction services provided by iCom.
- p. 16. I/We understand and agree that iCom undertakes no warranty and makes no representation or promise not expressly set forth in this agreement. iCom disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose and non-infringement, except as expressly set forth herein. iCom undertakes no warranty with respect to any software, application or product and does not warrant that they are without defect or error, except as expressly set forth herein. I/ We undertake to bear all resultant risks.
- q. iCom does not warrant that any results, data, performance or information is reproducible, repeatable or verifiable and may vary, except to the extent expressly stated herein. The algorithms, methodologies, equipment, software, practices, procedures, and technology used by iCom for its e-auction services/ platform are not warranted in any manner whatsoever and except as expressly undertaken in writing, iCom shall not be liable to entertain any claim related to inadequacies, incompleteness, malfunction or defect in any or all of the foregoing.

- r. I/We agree to ratify all the acts of iCom carried out in good faith and will keep iCom indemnified and harmless against any and all claims, costs, liabilities, judgments, expenses or damages (including attorney's fees) arising out of such acts or due to any breach or alleged breach of this agreement by me/ us.
- s. I/We agree and undertake not to act in any manner whatsoever that may result or cause interference to the system (hardware, software, Internet related application, servers etc.) of iCom. I/We undertake not to indulge in any of the cyber-crime activities including, but not limited to (a) unauthorized access (b) e-mail bombing (c) data diddling (d) Salami attack (e) internet time theft (f) logic bomb (g) virus/worm attack (h) Trojan attack (i) distributed denial of service attack (j) denial of service attack (k) email spoofing (l) cyber pornography (m) intellectual property crime (n) cyber stalking.
- t. I/We agree to submit ourselves for resolution of any disputes with iCom Analytics Limited through Arbitration and in the manner as prescribed herein. Dispute or differences arising out of or relating to this undertaking/Agreement shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences, either party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the CEO of iCom Analytics Limited. The Arbitration proceedings shall be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996. The award of the Arbitrator shall be final, binding and conclusive on both the parties. The venue for arbitration shall be at New Delhi.
- u. Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.
- v. Jurisdiction: The Courts at New Delhi shall have exclusive jurisdiction
- w. I/ We understand and agree that iCom may, at its discretion, specify further terms and conditions or change the existing ones which I/ we agree to comply unconditionally, failing which I/ we can be blocked by iCom from accessing the e-auction platform.