

DEKHO

Live Commerce Marketplace

BUYER TERMS OF USE

Document 1 of 7 | Version 1.1 | Effective: 1 April 2026

Company

KT Live Commerce Pvt. Ltd.

CIN: U47912MP2025PTC078990

Brand: Dekho | dekho.shop

Registered Office

60, New Dewas Road, Indore, MP — 452001

support@dekho.shop

Grievance Officer: **Tanmay Mehta**

Email: support@dekho.shop | Address: 60, New Dewas Road, Indore, Madhya Pradesh — 452001

Available: Monday to Saturday, 10:00 AM to 6:00 PM IST

Acknowledgement within 48 hours | Resolution within 15 working days

Appointed under Rule 3(2) of the IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021

1. About This Document

1.1 What This Document Is

These Buyer Terms of Use (Terms) govern the relationship between you and KT Live Commerce Pvt. Ltd. (Dekho, we, us, our) for your use of the Dekho live commerce platform. By creating an account and tapping Sign Up, you confirm you have read and accepted these Terms. These Terms are available at dekho.shop/buyer-terms without requiring any login.

These Terms are one of seven separate policy documents that together govern the Dekho platform. The other documents are the Live Session and Purchase Rules (Document 2), Refund and Return Policy (Document 3), Privacy Policy (Document 4), Seller Terms and Conditions (Document 5), Community Guidelines (Document 6), and Prohibited Products Policy (Document 7). In case of conflict between documents, the order of precedence is: Buyer Terms of Use, then Live Session and Purchase Rules, then all others.

1.2 Changes to These Terms

Dekho may update these Terms at any time at its sole discretion. For material changes Dekho will endeavour to notify registered buyers by email or in-app notification before the change takes effect. For all other changes, the updated Terms take effect upon posting at dekho.shop/buyer-terms. Continuing to use the platform after any update constitutes your acceptance of the revised Terms.

1.3 Governing Law and Jurisdiction

These Terms are governed by the laws of India. All disputes are subject to the exclusive jurisdiction of courts at Indore, Madhya Pradesh, subject to the dispute resolution process in Section 10.

Applicable Laws

Indian Contract Act, 1872 | Sale of Goods Act, 1930 (including Section 64)
Consumer Protection Act, 2019 | Consumer Protection (E-Commerce) Rules, 2020
IT Act, 2000 (Sections 2(1)(w), 10A, and 79) | IT (Intermediary Guidelines) Rules, 2021
Digital Personal Data Protection Act, 2023 | GST Act, 2017 (Section 52 TCS) | CGST Act, 2017
Legal Metrology Act, 2009 and Rules, 2011 | Prevention of Money Laundering Act, 2002
Arbitration and Conciliation Act, 1996 | Specific Relief Act, 1963 | Limitation Act, 1963
Copyright Act, 1957 | Trade Marks Act, 1999 | Designs Act, 2000
Bharatiya Nyaya Sanhita, 2023 | Foreign Exchange Management Act, 1999 (FEMA)
Indian Evidence Act, 1872 (Section 65B) | RBI Payment Aggregator Guidelines, 2020

2. Eligibility

2.1 Who Can Use Dekho

You must be at least 18 years of age and legally capable of entering into a binding contract under the Indian Contract Act, 1872. By creating an account, you confirm you meet these requirements. Users below 18 may only participate through a parent's or legal guardian's registered account. The parent or guardian accepts full responsibility for all activity under that account and must provide verifiable parental consent as required under Section 9 of the Digital Personal Data Protection Act, 2023. Dekho does not independently process personal data of persons below 18 without such consent.

2.2 Registration Requirements

To register you must provide a valid mobile number, a working email address, and a delivery address. Both mobile number and email are verified by OTP before account activation. KYC verification is mandatory for all buyers before any purchase can be made on the platform. Acceptable KYC documents are PAN card, Voter ID, Passport, or Driving Licence. Dekho does not accept Aadhaar as it is not an authorised requesting entity under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016. Your account will remain in a restricted state until KYC is completed and approved. Dekho may request updated or additional KYC documentation at any time and may suspend purchasing activity pending re-verification.

2.3 Lawful Use Only

You may use Dekho only for lawful purposes including purchasing physical goods through live sessions. The platform may not be used for money laundering, purchasing prohibited items, or any activity violating Indian law including the Prevention of Money Laundering Act, 2002.

3. Your Account

3.1 Account Security

3.1.1 You are responsible for keeping your login credentials confidential and for all activity under your account.

3.1.2 If you suspect unauthorised access, notify Dekho immediately at support@dekho.shop and change your password. Dekho will take appropriate protective action.

3.1.3 Each buyer may hold only one account. Operating multiple accounts to gain any advantage is prohibited and may result in permanent suspension and recovery of any benefit obtained.

3.1.4 Dekho reserves the right to verify any information you have provided at any time, including identity, payment details, and contact information. Dekho may request supporting documentation and may suspend account activity pending verification. Failure to cooperate with a verification request is grounds for account suspension.

3.2 Data Consent

By creating an account you give Dekho informed and specific consent to collect and process your personal data as described in the Privacy Policy at dekho.shop/privacy. This consent is separate from your acceptance of these Terms in accordance with Section 6 of the DPDP Act, 2023. To modify or withdraw any data consent, contact Dekho at support@dekho.shop.

3.3 Account Suspension and Termination

3.3.1 Dekho may suspend or permanently terminate your account without prior notice if you breach these Terms, engage in fraud or unlawful activity, manipulate live session outcomes, provide false information, or if required by a court or regulator.

3.3.2 For non-urgent violations, Dekho may give you written notice and an opportunity to respond before permanent termination. Dekho's decision is final.

3.3.3 Upon termination, all pending orders will be cancelled, amounts paid refunded per Section 7, and promotional credits forfeited. Any paid wallet balance — money deposited from your own funds — will be returned to your original payment source.

3.3.4 Termination does not affect Dekho's right to recover any losses, damages, or costs arising from your conduct prior to termination.

3.4 Account Deletion

You may request account deletion by contacting support@dekho.shop. Pending orders, payments, and disputes must be resolved before deletion. Your personal data will be deleted or anonymised in accordance with the DPDP Act, 2023 and applicable rules, except data retained for legal, tax, or compliance purposes.

3.5 Inactive Accounts

Accounts inactive for 12 consecutive months will receive a 30-day reactivation notice. If not reactivated, the account will be deactivated. Promotional credits lapse upon deactivation. Paid wallet balance will be refunded.

4. The Dekho Platform

4.1 What Dekho Is

Dekho is a live commerce marketplace where verified sellers sell physical goods through real-time video sessions. Dekho provides the technology platform, payment facilitation, and logistics coordination. Dekho does not manufacture, own, or directly sell any product. All products are sold by independent third-party sellers.

Dekho operates as a technology intermediary under Section 2(1)(w) of the IT Act, 2000 and maintains safe harbour protection under Section 79 on the basis that Dekho does not initiate seller content transmissions, does not select receivers, and does not modify seller content. Dekho observes due diligence under the IT (Intermediary Guidelines) Rules, 2021.

4.2 How Purchasing Works — Live Sessions Only

Dekho is currently operating as a live commerce platform. All purchases are made exclusively through live sessions. During a live session:

- A verified seller presents physical products through real-time video
- Buyers submit price offers during the session
- The buyer with the highest valid price offer at session close receives a purchase confirmation at their offered price
- This constitutes a valid commercial sale under Section 64 of the Sale of Goods Act, 1930
- Full rules governing live sessions and price offers are in Document 2 — Live Session and Purchase Rules at dekho.shop/session-rules

A binding contract of sale is formed between you and the seller when Dekho sends you a purchase confirmation at session close. Dekho is not a party to this contract — it is directly between you and the seller.

4.3 Product Pricing — First Sale and Secondary Market

4.3.1 All prices on Dekho are in Indian Rupees (INR) and are set entirely by sellers. Dekho does not control seller pricing.

4.3.2 For products being sold by sellers as a first sale to consumers — such as new goods sold by authorised distributors — the seller must display and comply with the applicable Maximum Retail Price (MRP) in accordance with the Legal Metrology (Packaged Commodities) Rules, 2011.

4.3.3 For products sold in the secondary market — including pre-owned items, deadstock, limited-edition goods, collectibles, resale sneakers, trading cards, memorabilia, vintage items, and any product that has previously been sold at retail — the applicable price is the seller's stated session price, which may be above or below the original MRP. Buyers acknowledge that secondary market pricing is determined by market demand and rarity and is not governed by the original MRP of the

product. By participating in a session for secondary market goods, you confirm you understand and accept this.

4.3.4 Sellers are required under the Seller Terms and Conditions to clearly state during the session whether a product is a first-sale new item or a secondary-market resale item. Session recordings capture this declaration. Misrepresentation of product status by a seller is grounds for immediate suspension and buyer refund.

4.3.5 The final price you pay is the price at purchase confirmation. No additional charges are applied after confirmation. All applicable taxes and shipping charges are shown before payment.

4.4 Dekho's Obligations as a Marketplace

As a marketplace entity under the Consumer Protection (E-Commerce) Rules, 2020, Dekho maintains the following standards:

- Sellers are verified before being permitted to go live — identity, bank account, and product category
- Seller identity and contact information is accessible on the seller's profile
- Country of origin for products must be declared by sellers during the live session — this is a mandatory seller obligation under the Seller Terms and is captured in session recordings
- No charges are applied to buyers that are not disclosed before payment
- Buyers can cancel orders before dispatch — see Section 7
- A named Grievance Officer is available for complaints — see Section 10
- Session recordings are maintained for compliance and dispute resolution

4.5 What Dekho Does Not Guarantee

Dekho does not guarantee, verify, or endorse:

- The quality, authenticity, or condition of any product sold by a seller
- The accuracy of any claim made by a seller during a live session beyond what Dekho's verification process covers
- That products meet any specific certification, safety standard, or regulatory approval — sellers are solely responsible for ensuring compliance with the Bureau of Indian Standards Act 2016, FSSAI Act 2006, Drugs and Cosmetics Act 1940, or any other applicable product regulation
- The availability of any product at any time
- Uninterrupted or error-free platform operation
- That any particular price offer will result in a purchase

Buyers participate in live sessions and submit price offers at their own risk and judgment. Dekho's session recordings are available as evidence in any dispute about what was represented during a session.

4.6 Dekho's Right to Refuse, Modify, and Restrict

4.6.1 Dekho reserves the right at its sole and absolute discretion to decline to facilitate any sale, session, or transaction on the platform for any reason without prior notice, explanation, or liability. This includes refusing to host any session, blocking any seller from going live, or preventing any buyer from submitting a price offer. Where Dekho declines or cancels a transaction after payment has been received, any funds paid will be refunded to the buyer's original payment source within 5 to 7 working days.

4.6.2 Dekho reserves the right to modify, suspend, cancel, or discontinue any live session, session format, minimum offer step, session duration, or any other parameter of the live commerce mechanic at any time without prior notice and without liability to any buyer or seller. If a live session is interrupted, cancelled, or terminated due to technical failure, network issue, or platform downtime, any price offers submitted up to the point of interruption shall be void and no purchase obligation arises. Buyers will be notified and the session may be rescheduled at Dekho's discretion. Dekho shall not be liable for any loss of opportunity or any other claim from a cancelled or interrupted session.

4.6.3 Dekho reserves the right to introduce, modify, or remove any platform feature, tool, or service at any time. No buyer acquires any vested right in the continued availability of any platform feature.

4.7 No Scraping or Automated Access

You may not use any automated tool, script, bot, crawler, or software to access, extract, copy, or monitor any content, data, price information, session data, or user information from the Dekho platform without Dekho's prior written consent. Automated access is prohibited under Sections 43 and 66 of the IT Act, 2000. Dekho reserves the right to block, rate-limit, or take legal action against any automated access attempt.

5. Payments

5.1 Payment Processing

5.1.1 All payments are processed through an RBI-authorized third-party payment aggregator engaged by Dekho in compliance with RBI Payment Aggregator and Payment Gateway Guidelines, 2020 and the IT Act, 2000 Section 10A. Dekho may change its payment aggregator at any time without prior notice. By making a payment, you agree to the applicable payment aggregator's terms of service. Dekho does not store your card number, CVV, or UPI PIN. All payment data is processed through PCI-DSS certified systems.

5.1.2 Dekho accepts UPI, credit cards, debit cards, net banking, and wallets as supported by the payment aggregator from time to time. Cash on Delivery is available for certain products and locations subject to logistics partner support.

5.1.3 Dekho uses a deferred settlement model. Your payment is held by the payment aggregator and is not remitted to the seller until delivery is confirmed. This protects you against non-dispatch by sellers.

5.1.4 Dekho is not a bank, non-banking financial company (NBFC), payment aggregator, escrow agent, or financial institution. Dekho does not hold a banking licence, NBFC registration, or payment aggregator authorisation from the Reserve Bank of India. Dekho's role is limited to facilitating commerce through an RBI-authorized third-party payment aggregator.

5.1.5 Dekho does not charge any platform fee, convenience fee, or transaction fee to buyers unless explicitly disclosed before checkout. The only amounts charged to buyers are the product price, applicable GST, and shipping charges — all of which are displayed before payment confirmation.

5.1.6 All transactions on the Dekho platform are processed in Indian Rupees (INR) only. If you use an international payment card or account, your card issuer or bank will apply the applicable exchange rate and any foreign transaction fees, which are entirely your responsibility. Dekho is not

responsible for exchange rate fluctuations or international transaction charges. Cross-border transactions are subject to the Foreign Exchange Management Act, 1999 and applicable RBI regulations.

5.2 Payment Obligations

5.2.1 By confirming a purchase in a live session, you are legally obligated to complete payment within the time shown at session close. Failure to pay after a confirmed purchase may result in forfeiture of any deposit held, suspension from future sessions, and Dekho's right to recover losses from you.

5.2.2 By submitting payment, you represent and warrant that: (a) you are the authorised holder or account owner of the payment instrument being used; (b) the payment method being used is not stolen, fraudulent, or subject to any dispute; and (c) you have sufficient funds or credit to complete the transaction. Breach of this warranty constitutes fraud and grounds for immediate account termination, cancellation of all pending orders, and Dekho's right to recover from you any losses, fines, fees, or chargebacks imposed on Dekho by its payment aggregator or bank as a direct result.

5.2.3 For COD orders, you must pay the full amount at delivery. Refusing delivery without a valid reason results in the order being returned to the seller. Reverse logistics costs may be recovered from you. You will be notified before any such charge is applied.

5.2.4 Dekho complies with Tax Collected at Source obligations under Section 52 of the CGST Act, 2017 where applicable. Sellers are responsible for their own GST compliance. Digital invoices are issued for all completed transactions.

5.3 Dekho's Right to Refuse or Hold Transactions

5.3.1 Dekho and its payment gateway partners reserve the right to refuse, hold, delay, or cancel any transaction at their sole discretion without prior notice or explanation in any of the following circumstances: (a) suspected fraudulent activity or use of stolen payment instruments; (b) unusually high transaction values inconsistent with the buyer's transaction history; (c) transactions flagged by automated fraud detection systems; (d) failure of buyer KYC or identity verification; (e) AML or sanctions compliance requirements; or (f) any other reason deemed appropriate by Dekho or its payment gateway.

5.3.2 Where a transaction is held or cancelled under Section 5.3.1, Dekho will endeavour to notify you within a reasonable time. If no fraudulent activity is confirmed after investigation, any held payment will be released or refunded.

5.3.3 Dekho maintains fraud monitoring on all transactions. Patterns indicating abuse, manipulation, or fraudulent activity will result in account suspension and may be reported to law enforcement under the Bharatiya Nyaya Sanhita, 2023 and the IT Act, 2000.

5.4 Funds During Dispute

If a dispute is raised in relation to a transaction, Dekho may instruct its payment gateway to hold the relevant transaction amount pending investigation and resolution. Held funds will be released in accordance with the outcome of Dekho's determination under Section 10.2 or any subsequent arbitration or consumer forum order. No interest shall accrue on held funds during a dispute period.

5.5 Failed Payments

If a payment fails due to a gateway or technical error and your account was debited, the amount will be automatically refunded to your original payment source within 5 to 7 working days. Notify Dekho within 48 hours at support@dekho.shop if you believe a failed transaction debited your account.

5.6 Payment Disputes

5.6.1 If you have a concern about a transaction, contact Dekho's support team first at support@dekho.shop. Dekho can resolve most payment disputes faster using session recordings, order records, and delivery confirmation than a bank dispute process.

5.6.2 Your right to raise a dispute with your bank under applicable RBI guidelines is not restricted by these Terms.

5.6.3 Where Dekho can demonstrate through records that a transaction was validly completed, Dekho will provide this evidence to your bank or payment gateway to contest any chargeback raised. Repeated or fraudulent chargebacks may result in account suspension and legal action.

5.7 Wallet and Credits

Promotional credits issued by Dekho have a validity period and can only be used on the platform. They cannot be withdrawn as cash or transferred. Paid wallet balance — money deposited by you — is always refundable and does not expire.

6. Delivery

6.1 Shipping and Tracking

6.1.1 Products are shipped through Dekho's authorised logistics partners. Sellers are required by their Seller Terms to dispatch within the timeframe shown during the live session. Where no specific dispatch timeframe was stated during the session, the default dispatch period is 3 working days from purchase confirmation.

6.1.2 Estimated delivery timelines are provided at checkout. Actual delivery depends on your location and the logistics partner's network. Timelines are estimates and not guarantees.

6.1.3 Once dispatched, you receive a tracking ID via SMS, email, and in-app notification. You can track the order in My Orders.

6.2 Delivery Address

You are responsible for providing a complete and accurate delivery address. Dekho is not liable for failed deliveries caused by incorrect information you have provided. If delivery fails due to your unavailability or incorrect address, reverse logistics costs may be recovered from you.

6.3 Inspecting Delivery

6.3.1 If the package shows visible signs of tampering or damage at the time of delivery, refuse the package and report it to Dekho within 24 hours through in-app support or support@dekho.shop. If you accept delivery and subsequently discover damage that was not visible on external inspection at the time of delivery, the 48-hour return window under the Refund and Return Policy (dekho.shop/returns) applies from the time of confirmed delivery.

6.3.2 For defects that could not reasonably be discovered on external inspection — such as internal component failures or latent manufacturing faults — the claim process in Section 7 applies within the stated window.

6.4 Risk and Ownership

Ownership and risk of the product pass to you upon confirmed delivery. For the purposes of these Terms, delivery is confirmed when the logistics partner's tracking system records the shipment as delivered to the address provided by the buyer — whether by OTP confirmation from the recipient, physical signature, GPS verification at the delivery address, or any other confirmation mechanism used by the logistics partner. Such confirmation constitutes conclusive evidence of delivery. Before delivery confirmation, risk rests with the seller and logistics partner.

6.5 Delays

Dekho, sellers, and logistics partners are not liable for delivery delays caused by natural disasters, strikes, government restrictions, or other events beyond their reasonable control. If your delivery is delayed beyond 7 days past the estimated date for reasons outside your control, contact the Grievance Officer for resolution.

7. Returns, Refunds, and Cancellations

Dekho operates a strict, evidence-based return policy. The full policy is at dekho.shop/returns. This section provides the governing terms.

7.1 No Return for Correct Goods

Dekho does not accept returns for change of mind, buyer's remorse, or any reason other than the specific grounds listed in Section 7.2. If the product you receive matches what was shown and described during the live session, your purchase is final. By participating in a live session and submitting a price offer, you confirm you have made an informed purchase decision based on the live demonstration.

Session recordings are Dekho's primary evidence of what was shown and described. If a return claim is raised, Dekho will review the session recording. If the recording shows the product was accurately represented, the return request will be rejected. Where a session recording is unavailable or incomplete due to a technical failure, Dekho will determine the return claim based on all available evidence including seller product description, buyer-submitted evidence, logistics records, and any other relevant documentation. Dekho's determination based on available evidence is final.

7.2 When Returns Are Accepted

Dekho will accept a return request only in the following circumstances:

- The product received is physically damaged or broken at the time of delivery — including damage caused during transit — and the damage was not caused by the buyer after receipt
- The product received is materially different from what was shown in the session recording — materially different means: a completely different product, a different model or specification than described, or a condition significantly worse than represented (for example described as new but delivered visibly used). Minor variations in colour, texture, or cosmetic appearance that were visible or expected from the session recording do not constitute a material difference
- The product is completely non-functional in its primary purpose on arrival and this was not disclosed during the session

What Is Not a Valid Return Ground

Change of mind or buyer's remorse after a session
Minor cosmetic variations visible in or expected from the session recording
Price dissatisfaction after a competitive session close
Preference for a different product after receipt
Damage caused by the buyer after delivery
Products in secondary market categories where condition was accurately disclosed in the session
Correct goods delivered as shown in session — no return accepted on any ground

7.3 Return Process and Evidence Requirements

7.3.1 To raise a return request you must email support@dekho.shop within 48 hours of confirmed delivery with the subject line: Return Request — [Your Order Number]. Requests raised after 48 hours of confirmed delivery will not be accepted except where a latent defect — one not discoverable on reasonable inspection — is demonstrated. Email is the required contact method as it creates a timestamped record used to verify the 48-hour window.

7.3.2 You must submit clear photo or video evidence of the damage, defect, or discrepancy as part of your return request within 48 hours of confirmed delivery. Requests without evidence will not be processed.

7.3.3 Dekho will review the evidence against the session recording. If the session recording shows the product was accurately represented, the return will be rejected. Dekho's determination following this review is final.

7.3.4 If the return is approved, Dekho will arrange reverse pickup within 3 to 5 working days. The product must be returned in its received condition — unused and with original packaging. Reverse logistics costs for approved returns where Dekho or the seller is at fault will be borne by the seller. Reverse logistics costs for returns where the product was correctly delivered and the return is being accepted as a goodwill gesture will be borne by the buyer. Dekho's determination on cost allocation is final.

7.3.5 Refund will be processed within 7 to 10 working days of return pickup confirmation to your original payment source. If your original payment instrument is no longer active at the time of refund — for example a card has expired or a UPI ID is deactivated — Dekho will contact you to obtain alternate bank account details for refund by NEFT transfer. It is your responsibility to provide accurate and current bank details within 7 days of Dekho's request. Dekho is not liable for refund delays caused by the unavailability or expiry of your original payment instrument.

7.3.6 Misuse of the return process — including submitting false evidence, returning a different product, or repeatedly raising unfounded claims — constitutes fraud. Dekho reserves the right to suspend the account, recover costs, and initiate legal proceedings.

7.4 Cancellations

7.4.1 You may cancel an order before the seller dispatches it. Once dispatched, the order cannot be cancelled.

7.4.2 To cancel, go to My Orders and tap Cancel Order. This is available for pre-dispatch orders only.

7.4.3 If Dekho or the seller cancels an order, you will receive a full refund within 5 to 7 working days.

7.5 Statutory Rights

Statutory Rights — Consumer Protection Act, 2019

Nothing in this returns policy limits your statutory rights under the Consumer Protection Act, 2019.

If you believe you have received a genuinely defective product and Dekho has not provided an adequate remedy, you may approach the Consumer Disputes Redressal Commission.

District Commission: claims up to ₹50 lakhs | State Commission: ₹50 lakhs to ₹2 crore | National Commission: above ₹2 crore

National Consumer Helpline: 1800-11-4000 | www.consumerhelpline.gov.in

8. Buyer Conduct and Prohibited Activities

8.1 Required Standard

You must use Dekho lawfully, honestly, and in good faith. You must not take any action that disrupts the platform, manipulates outcomes, or harms Dekho, sellers, or other buyers.

8.2 Prohibited Actions

Prohibited Action	Details
Multiple accounts	One account per person. Using multiple accounts to participate in the same session or exploit offers is prohibited and may constitute fraud under the IT Act, 2000.
Session manipulation	Submitting price offers without genuine intent to purchase, coordinating with others to fix prices, or using automated tools to submit offers — prohibited under the IT Act, 2000.
Impersonation	Using another person's identity to create an account — an offence under Section 66C of the IT Act, 2000.
Fraudulent returns	Submitting false return claims, returning a different product, or falsely claiming non-delivery — actionable under the Bharatiya Nyaya Sanhita, 2023.
Platform interference	Hacking, reverse-engineering (except as permitted under Section 52(1)(ab) of the Copyright Act, 1957), or disrupting platform infrastructure — an offence under Sections 43 and 66 of the IT Act, 2000.
Prohibited purchases	Attempting to purchase items in the Prohibited Products Policy at dekho.shop/prohibited .
Harassment	Abusive, threatening, or discriminatory conduct toward sellers, other users, or Dekho personnel.

Prohibited Action	Details
Content violations	Posting content that violates Dekho's Community Guidelines at dekho.shop/community .

8.3 Consequences

Dekho may, proportionate to the severity of the violation: issue a formal warning, temporarily or permanently suspend your account, cancel orders and withhold promotional credits, report conduct to law enforcement, and/or initiate legal proceedings to recover losses. Dekho's determination on violations is final. You remain liable to Dekho for all losses caused by your conduct.

9. Limitation of Liability

9.1 Platform as Intermediary

Dekho is a technology intermediary. The contract of sale for every product is between you and the seller. Dekho is not the seller, manufacturer, or distributor of any product on the platform and is not liable for product quality, authenticity, or seller conduct beyond what is stated in Section 9.2.

9.2 Dekho's Liability Cap

9.2.1 To the maximum extent permitted by applicable law, Dekho's total financial liability for any claim arising from your use of the platform is limited to the value of the specific transaction giving rise to the claim.

9.2.2 Dekho is not liable for indirect, consequential, punitive, or special damages, loss of profits, loss of goodwill, or losses arising from third-party service failures including payment gateways, logistics providers, or streaming infrastructure.

9.2.3 Dekho is not liable for platform downtime, session interruptions, missed price offers due to connectivity issues, or delays caused by events beyond its reasonable control.

9.2.4 Nothing in this section limits Dekho's liability for its own proven fraud or wilful misconduct. Nothing in this section prevents a Consumer Disputes Redressal Commission from awarding compensation under the Consumer Protection Act, 2019 for genuine consumer grievances.

9.3 Force Majeure

Dekho is not liable for failure to perform due to natural disasters, strikes, government orders, cyber attacks, internet infrastructure failures, or other events beyond its reasonable control. Dekho will take reasonable steps to resume operations and will notify affected buyers.

9.4 Platform Provided As-Is

The Dekho platform is provided on an as-is and as-available basis. Dekho makes no warranties of uninterrupted operation, error-free performance, or that the platform will meet your specific requirements.

9.5 Indemnity

You agree to indemnify, defend, and hold Dekho and its officers, directors, employees, and partners harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or related to: your violation of these Terms; your fraudulent, abusive, or unlawful conduct on the platform; your deliberate infringement of any third party's verified intellectual property rights through your actions on the platform; any false information you provide to Dekho; or any claim by a third party arising from your use of the platform in violation of applicable law. This indemnity obligation survives termination or deactivation of your account.

10. Disputes and Grievance Redressal

10.1 Customer Support — First Step

For any issue with an order, payment, or your experience on Dekho, contact the support team through in-app help or at support@dekho.shop. Dekho will endeavour to respond to support queries within a reasonable time. Minor issues including order tracking, payment confirmation, and delivery queries should be raised with customer support before any formal escalation.

10.2 Grievance Officer

If your issue is not resolved by the customer support team, you may escalate to the Grievance Officer. The Grievance Officer is the designated escalation point under Rule 3(2) of the IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

Grievance Officer — Tanmay Mehta | KT Live Commerce Pvt. Ltd. (Dekho)

60, New Dewas Road, Indore, Madhya Pradesh — 452001, India

Email: support@dekho.shop | Monday to Saturday | 10:00 AM to 6:00 PM IST

Acknowledgement: Within 48 hours of receipt | Resolution: Within 15 working days of receipt

Appointed under Rule 3(2) of the IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021

When escalating, include your order number or transaction ID, a clear description of the issue, what resolution you are seeking, and copies of any supporting evidence. The Grievance Officer's determination on the complaint shall be communicated in writing. Dekho's internal determination is final subject only to the processes described in Sections 10.3 and 10.5 below.

10.3 Notice of Dispute — Mandatory Before Arbitration

10.3.1 Before initiating any arbitration proceedings, the party seeking arbitration (the Claimant) must issue a written Notice of Dispute to the other party. For notices to Dekho: send to support@dekho.shop AND to the registered office at 60, New Dewas Road, Indore, Madhya Pradesh — 452001. The Notice of Dispute must describe: (a) the nature and facts of the dispute; (b) the amount or relief claimed; (c) the Claimant's proposed resolution; and (d) the Claimant's contact details.

10.3.2 The receiving party has 15 days from receipt of the Notice of Dispute to respond in writing. If the dispute is not resolved within 15 days of the Notice being received, either party may proceed to mediation or arbitration as provided below.

10.3.3 No arbitration may be initiated without first issuing a Notice of Dispute and allowing the 15-day response period to lapse. Any arbitration initiated without compliance with this clause shall be stayed pending compliance.

10.4 Mediation — Optional

10.4.1 After the Notice of Dispute process in Section 10.3, Dekho may, at its sole discretion, propose mediation as an alternative to arbitration. If both parties agree, mediation shall be conducted before a mutually agreed neutral mediator based in Indore under the Mediation Act, 2023.

10.4.2 Mediation proceedings and any mediated settlement are strictly confidential. A mediated settlement agreement signed by both parties is binding and enforceable under the Mediation Act, 2023.

10.4.3 If mediation is not proposed, not agreed to, or fails to produce a settlement within 30 days of the mediator's appointment, either party may proceed to arbitration under Section 10.5.

10.5 Arbitration

10.5.1 Subject to Section 10.6, any dispute, controversy, or claim arising out of or relating to these Terms, any transaction on the Dekho platform, or any breach, termination, or validity of these Terms, that is not resolved through the processes in Sections 10.1 to 10.4, shall be finally and exclusively resolved by binding arbitration under the Arbitration and Conciliation Act, 1996, as amended.

10.5.2 The arbitration shall be conducted by a sole arbitrator appointed by mutual agreement of the parties within 15 days of arbitration being invoked. If the parties fail to agree on an arbitrator within 15 days, the arbitrator shall be appointed in accordance with Section 11 of the Arbitration and Conciliation Act, 1996, by a competent court in Indore.

10.5.3 The seat of arbitration is Indore, Madhya Pradesh. The seat determines the courts with supervisory jurisdiction over the arbitration — all challenges to the arbitral award or the arbitration process shall be filed exclusively before the courts at Indore. The venue of hearings may be physical in Indore or virtual as agreed between the parties.

10.5.4 The language of arbitration is English. All pleadings, submissions, and the award shall be in English.

10.5.5 The arbitrator's award shall be final and binding on both parties and may be enforced as a decree of a court of competent jurisdiction. The grounds for challenge to an arbitral award are limited to those set out in Section 34 of the Arbitration and Conciliation Act, 1996.

10.5.6 Each party shall bear its own legal and representation costs. The arbitrator's fees and administrative expenses of the arbitration shall be shared equally by both parties unless the arbitrator, in the award, directs a different allocation based on the merits of the dispute.

10.5.7 All arbitration proceedings — including the existence of the dispute, all submissions, hearings, and the final award — shall be kept strictly confidential by both parties. Neither party may disclose any information relating to the arbitration to any third party without the other party's prior written consent, except as required by applicable law or to enforce the award.

10.5.8 Each buyer must bring claims against Dekho on an individual basis only. No claim may be brought as a class, collective, or representative action in arbitration. Each dispute must be arbitrated individually and separately.

10.6 Dekho's Right to Seek Injunctive Relief

Notwithstanding any other provision of this Section 10, Dekho reserves the right at any time to seek urgent interim or permanent injunctive relief, specific performance, or other equitable remedies from a court of competent jurisdiction in Indore, without prior notice and without first exhausting the grievance, mediation, or arbitration process. This right applies in particular to: (a) actual or threatened infringement of Dekho's intellectual property; (b) unauthorised disclosure of confidential information; (c) actual or threatened disruption of platform operations; and (d) any situation where monetary damages alone are an inadequate remedy. Seeking such court relief does not constitute a waiver of the right to arbitrate any remaining dispute.

10.7 Consumer Forums — Statutory Right

Nothing in this Section 10 prevents you from approaching a Consumer Disputes Redressal Commission under the Consumer Protection Act, 2019 for a dispute that qualifies as a consumer complaint under that Act. This statutory right exists independently of the arbitration clause. District Commission: claims up to ₹50 lakhs. State Commission: ₹50 lakhs to ₹2 crore. National Commission: above ₹2 crore. National Consumer Helpline: 1800-11-4000 or www.consumerhelpline.gov.in.

10.8 Statutory Consumer Notification

As required under Rule 4(1)(c) of the Consumer Protection (E-Commerce) Rules, 2020, Dekho hereby informs all buyers that they have the right to make complaints regarding any deficiency in goods or services purchased through this platform to: the Consumer Disputes Redressal Commission having jurisdiction over the matter; the National Consumer Helpline at 1800-11-4000; or the National Consumer Helpline portal at www.consumerhelpline.gov.in.

10.8 Limitation Period

10.8.1 All claims under these Terms must be brought within the limitation period prescribed by the Limitation Act, 1963. For contract claims, the limitation period is three years from the date on which the cause of action first accrues.

10.8.2 For the purpose of this clause, the cause of action for a session-based purchase shall be deemed to accrue on the later of: (a) the date on which Dekho sends the purchase confirmation to the buyer; or (b) the date on which delivery is confirmed by the logistics partner.

10.8.3 No claim may be brought by a buyer after the applicable limitation period has expired. Any claim filed after this period shall be time-barred and Dekho reserves the right to raise a limitation defence in all proceedings.

10.9 Exclusive Jurisdiction

For any proceedings not covered by the arbitration clause — including proceedings relating to injunctive relief, enforcement of an arbitral award, or any matter where arbitration is not applicable — the courts at Indore, Madhya Pradesh, shall have exclusive jurisdiction to the exclusion of all other courts in India.

11. Intellectual Property

11.1 Dekho's Property

The Dekho name, logo, app design, software, databases, and all original platform content are the exclusive property of KT Live Commerce Pvt. Ltd., protected under the Copyright Act, 1957, Trade Marks Act, 1999, and Designs Act, 2000. You may not copy, reproduce, distribute, or commercially use Dekho's brand materials without prior written consent. Platform interference is prohibited under Sections 43 and 66 of the IT Act, 2000. Reverse engineering is prohibited except as permitted under Section 52(1)(ab) of the Copyright Act, 1957 for interoperability.

11.2 Session Recordings

All live sessions are recorded and owned by Dekho. Dekho retains the right to use session recordings for compliance, dispute resolution, and platform operations. Buyers consent to the recording of their visible interactions during live sessions. Any use of session recordings for promotional purposes will be subject to separate consent.

11.3 Confidentiality of Post-Session Data

Price offer data that is publicly visible to all session participants during a live session is not confidential. However, the following categories of data are confidential to Dekho and may not be shared, disclosed, published, or transmitted to any third party without Dekho's prior written consent: post-session aggregate pricing data, Dekho's internal pricing analytics, seller pricing strategy information, session outcome data that is not publicly broadcast during the live session, and any commercially sensitive information you access through your buyer account. Breach of this obligation entitles Dekho to seek injunctive relief under Section 10.6 and the Specific Relief Act, 1963.

11.4 Your Content

Comments, reviews, and other content you post grant Dekho a non-exclusive, royalty-free licence to use that content for platform operation and moderation. You do not grant rights for promotional use without separate consent. Your moral rights under Section 57 of the Copyright Act, 1957 are not waived.

11.5 Copyright Complaints

Report copyright or trademark infringement to Tanmay Mehta at support@dekho.shop with identification of the infringing content, proof of ownership, and a good-faith declaration. Urgent complaints involving illegal content as specified under IT (Intermediary Guidelines) Rules, 2021 will be actioned within 24 hours.

12. Privacy

Dekho processes your personal data under the DPDP Act, 2023. Full details are in the Privacy Policy at dekho.shop/privacy. Key points:

Topic	Summary
Data collected	Name, mobile, email, address, payment records, device data, location (delivery and fraud prevention only), session engagement data.
Purpose	Transaction processing, delivery, fraud prevention, legal compliance including PMLA 2002, platform improvement.
Sharing	Sellers and logistics partners (to fulfil orders), payment processors, regulators and law enforcement when legally required. Marketing partners receive anonymised data only.
Your rights	Access, correct, and erase your personal data held by Dekho. Withdraw consent for non-essential processing. Exercise these rights by writing to support@dekho.shop.
Breach notification	Dekho will notify affected buyers and the Data Protection Board without undue delay and in accordance with timelines prescribed under the DPDP Act, 2023.
Consent	Data consent is separate from Terms acceptance under Section 6 of the DPDP Act, 2023. To modify or withdraw consent, write to support@dekho.shop.

13. General Provisions

13.1 Entire Agreement: These Terms together with all seven Dekho policy documents constitute the complete and entire agreement between you and Dekho regarding your use of the platform as a buyer. They supersede all prior communications, representations, or understandings on the same subject. No oral or written statement by any Dekho representative outside these Terms creates any additional obligation on Dekho.

13.2 Relationship: These Terms do not create any partnership, employment, franchise, agency, or joint venture between you and Dekho. You are an independent user of the platform.

13.3 Assignment: Dekho may assign, transfer, or sub-contract all or any of its rights and obligations under these Terms to any affiliate, subsidiary, or successor entity at any time without your consent. You may not assign, transfer, or sub-licence your rights or obligations under these Terms.

13.4 Amendments: Dekho reserves the right to modify, update, or replace these Terms at any time at its sole discretion. The updated Terms will be posted on the platform at dekho.shop/buyer-terms with the updated version number and effective date displayed at the top. Your continued use of the platform after any update constitutes your acceptance of the revised Terms. It is your responsibility to periodically review the Terms. Ignorance of a Term update is not a defence against its application.

13.5 Severability: If any provision of these Terms is held to be invalid, illegal, or unenforceable under applicable law, that provision will be severed from the Terms. The remaining provisions will continue in full force and effect and will be interpreted to give maximum effect to Dekho's original intent.

13.6 Waiver: Dekho's failure or delay in enforcing any provision of these Terms on any occasion does not constitute a waiver of that provision or of Dekho's right to enforce it at any subsequent time. No single or partial exercise of any right by Dekho prevents any further exercise of that right.

13.7 Survival: The following provisions survive termination or expiration of these Terms regardless of the reason for termination: Section 9 (Limitation of Liability and Indemnity), Section 10 (Disputes and Grievance Redressal), Section 11 (Intellectual Property), and Section 12 (Privacy and Data). Your obligation to pay any outstanding amounts also survives termination.

13.8 No Third-Party Rights: These Terms are for the exclusive benefit of Dekho and you. Nothing in these Terms confers any benefit or right on any third party.

13.9 Dekho's Discretion: Any right or power granted to Dekho under these Terms may be exercised by Dekho at its sole and absolute discretion. Dekho's determinations on platform operation, account management, session outcomes, and return decisions are final and binding unless successfully challenged through the process in Section 10.

13.10 Force Majeure: Dekho is not liable for any failure or delay in performance caused by circumstances beyond its reasonable control including but not limited to natural disasters, government orders, war, strikes, internet infrastructure failures, cyber attacks, or public health emergencies. Such events suspend Dekho's obligations for their duration.

13.11 Regulatory Compliance: Dekho operates in compliance with applicable Indian laws. Dekho may at any time modify, suspend, or restrict platform features or services to ensure continued legal and regulatory compliance. No liability arises from such modifications.

13.12 AML and Sanctions: Dekho complies with the Prevention of Money Laundering Act, 2002 and applicable RBI anti-money laundering guidelines. The platform may not be used for money laundering, sanctions violations, or any illegal financial activity. Dekho reserves the right to report suspicious transactions to relevant authorities.

13.13 Dark Patterns Compliance: Dekho's platform is designed in compliance with the CCPA Guidelines for Prevention and Regulation of Dark Patterns, 2023. No false urgency, hidden charges, or drip pricing practices are used on the platform.

13.14 International Users: The Dekho platform is operated from India. All transactions are in Indian Rupees. Buyers accessing the platform from outside India do so at their own initiative and are solely responsible for compliance with their local laws. Dekho makes no representation that its platform or any product on it is legal or appropriate in any jurisdiction outside India.

13.15 Communication: All formal legal notices to Dekho must be sent in writing to support@dekho.shop or to the registered office at 60, New Dewas Road, Indore, Madhya Pradesh — 452001. Dekho communicates with buyers through registered email, SMS, and in-app notifications. Notices sent to your registered email or mobile number are deemed received within 24 hours of sending.

13.16 Electronic Records: All communications, confirmations, and records exchanged through the Dekho platform or via registered email constitute valid and legally enforceable documents under Section 4 of the Information Technology Act, 2000. Dekho's server logs, session recordings, timestamps, and price offer records constitute conclusive evidence of platform activity and are admissible under Section 65B of the Indian Evidence Act, 1872.

13.17 Governing Language: These Terms are drafted in English which shall be the sole governing language for all interpretation and enforcement purposes. Any translation provided by Dekho is for convenience only and does not override the English version.

Schedule A — Quick Reference

Topic	Detail
Grievance Officer	Tanmay Mehta — support@dekho.shop — Mon to Sat 10 AM to 6 PM IST
Grievance acknowledgement	Within 48 hours of receipt
Grievance resolution	Within 15 working days of receipt
Purchase method	Live sessions only — no fixed-price listings at MVP stage
Pricing — resale items	Market price — may exceed original MRP — secondary market rules apply
Pricing — new first-sale items	MRP must be disclosed as required by Legal Metrology Rules 2011
Returns accepted	Damaged on arrival, materially misrepresented, completely non-functional — nothing else
Returns not accepted	Change of mind, cosmetic variation, price dissatisfaction, buyer damage, correct goods
Return evidence window	48 hours from confirmed delivery — photo or video evidence mandatory
Refund timeline	7 to 10 working days from return pickup confirmation
Order cancellation	Before dispatch only
Payment model	Deferred settlement — seller paid only after delivery confirmed
Paid wallet balance	Always refundable — never forfeited
Promotional credits	Non-refundable — expire per stated validity
KYC documents accepted	PAN, Voter ID, Passport, Driving Licence — Aadhaar not accepted
Data rights requests	Write to support@dekho.shop
Minimum buyer age	18 years
Dekho's decisions	Final on platform operation, returns, sessions, and account management
Consumer Helpline	1800-11-4000 www.consumerhelpline.gov.in
Consumer forum tiers	District: up to ₹50L State: ₹50L–₹2Cr National: above ₹2Cr
Claim time limit	3 years per Limitation Act, 1963
Jurisdiction	Courts at Indore, Madhya Pradesh
Policy URLs	dekho.shop/buyer-terms dekho.shop/session-rules dekho.shop/returns dekho.shop/privacy dekho.shop/prohibited