

DEKHO

Live Commerce Marketplace

SELLER TERMS AND CONDITIONS

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Company

KT Live Commerce Pvt. Ltd.

CIN: U47912MP2025PTC078990

Brand: Dekho | dekho.shop

Grievance Officer

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Mon–Sat | 10:00 AM to 6:00 PM IST

1. Introduction

These Seller Terms and Conditions (Terms) govern your access to and use of the Dekho live commerce platform operated by KT Live Commerce Pvt. Ltd. (Dekho, we, us, our) for listing and selling products through live sessions (Services).

By registering as a Seller, listing products, or using any part of the Dekho Seller Dashboard, you acknowledge that you have read, understood, and agree to be bound by these Terms along with Dekho's Privacy Policy (Document 4), Community Guidelines (Document 6), and Prohibited Products Policy (Document 7).

These Terms form Document 5 of Dekho's seven-document policy framework. In case of conflict between these Terms and any other Dekho policy, these Seller Terms and Conditions prevail for matters specific to sellers.

Legal Basis of Dekho's Live Commerce Platform

All transactions on the Dekho platform constitute valid commercial sales of physical goods under Section 64 of the Sale of Goods Act, 1930, which expressly recognises competitive price-based sales as a lawful commercial transaction.

These Terms are governed by: Indian Contract Act, 1872 | Sale of Goods Act, 1930 | Consumer Protection Act, 2019

Consumer Protection (E-Commerce) Rules, 2020 | IT Act, 2000 (Sections 2(1)(w) and 79) IT (Intermediary Guidelines) Rules, 2021 | GST Act, 2017 | Legal Metrology Act, 2009 Income Tax Act, 1961 (Section 194-O) | PMLA, 2002 | Arbitration and Conciliation Act, 1996

Jurisdiction: Courts at Indore, Madhya Pradesh

Dekho reserves the right to update these Terms at any time. Updates will be communicated via the Seller Dashboard or registered email. Continued use of the platform after any update constitutes your acceptance of the revised Terms.

2. Seller Registration and Eligibility

2.1 Who Can Register

Both individual sellers and registered business entities — including sole proprietorships, partnerships, LLPs, and companies — are eligible to register as sellers on Dekho, subject to applicable Indian laws and these Terms.

2.2 Registration Requirements

To register as a seller you must:

- Be legally competent to enter into a binding contract under the Indian Contract Act, 1872
- Provide true, complete, and accurate registration details including a valid GST number (where applicable), PAN, bank account information, and identity or business proof
- Complete Dekho's KYC verification process — acceptable documents are PAN card, Voter ID, Passport, or Driving Licence. Aadhaar is not accepted.
- Comply with all applicable laws, regulations, and licensing requirements including tax registration, invoicing, and product standards applicable to your category
- Maintain current and accurate business information at all times and promptly update any changes

2.3 Dekho's Verification Rights

Dekho may verify your credentials and reserves the right at its sole discretion to accept, reject, suspend, or terminate your registration if any information is found to be false, incomplete, misleading, or non-compliant. Dekho may require additional KYC documentation, business validation, or a first-listing review before granting full access to live session features. Dekho's verification decision is final.

2.4 Account Security and Non-Transferability

You are solely responsible for maintaining the confidentiality and security of your Seller account credentials and for all activities that occur under your account. Your account is personal and non-transferable — it may only be used by the registered individual or entity. Dekho is not liable for any loss arising from unauthorised use of your account.

3. Dekho's Role — Technology Intermediary

3.1 Dekho acts solely as a technology intermediary under Section 2(1)(w) and Section 79 of the Information Technology Act, 2000, providing a digital platform that enables Sellers to conduct live commerce sessions and allows Buyers to participate and purchase. Dekho claims safe harbour

protection under Section 79 on the basis that it does not initiate the transmission of seller content, does not select receivers, and does not modify seller content.

3.2 Dekho does not own, control, manage, or take possession of any goods listed or sold on the platform. Dekho is not a party to the contract of sale between Seller and Buyer. All commercial, contractual, and statutory obligations — including delivery, pricing, warranties, returns, and after-sale service — are exclusively between the Seller and the Buyer. This is a bipartite commercial relationship.

3.3 Payments collected by Dekho through its RBI-authorized payment aggregator are held under a deferred settlement model — the Buyer's payment is not released to the Seller until delivery is confirmed. Where a Seller fails to dispatch a confirmed order, any refund to the Buyer is issued from the Buyer's own held payment and does not constitute Dekho assuming the Seller's obligations.

3.4 In live sessions, Dekho provides the digital infrastructure and tools. Dekho does not determine session outcomes, influence price offers, set prices, or engage in any sale or purchase activity. The outcome of every session is determined solely by the voluntary commercial decisions of participating buyers — the highest price offer at session close wins.

3.5 Dekho and each Seller operate on a principal-to-principal basis. Nothing in these Terms creates any agency, partnership, joint venture, employment, or franchise relationship between Dekho and the Seller.

3.6 Dekho reserves the right to review, moderate, or remove any listing, live session, or content that violates these Terms, applicable law, or platform policies — without prior notice or liability.

3.7 Dekho may from time to time offer value-added services such as payment facilitation, promotional tools, logistics coordination, or data analytics to assist sellers. Such services are ancillary and optional and do not alter Dekho's role as a neutral technology intermediary.

4. Listing and Product Guidelines

4.1 General Listing Requirements

Sellers may list products for sale on Dekho only after completing registration and verification. Each listing must accurately represent the product being offered including product name, brand, specifications, condition, price, and any known defects or limitations.

Sellers must ensure that all product information, images, descriptions, and promotional content are truthful, non-misleading, and compliant with the Consumer Protection Act, 2019, the Consumer Protection (E-Commerce) Rules, 2020, and all other applicable laws.

4.2 First-Sale vs Secondary Market Disclosure

4.2.1 Sellers must clearly state during the live session and in their listing whether a product is:

(a) A first-sale new item — sold for the first time to a consumer by an authorized distributor or seller, in which case MRP must be displayed as required by the Legal Metrology (Packaged Commodities) Rules, 2011; or

(b) A secondary-market item — including pre-owned goods, deadstock, vintage items, collectibles, resale sneakers, trading cards, and any product previously sold at retail, in which case MRP rules do not apply and the seller may price the item at market value.

4.2.2 Session recordings capture this declaration and constitute the primary evidence in any return or dispute relating to product representation. Misrepresentation of product status — declaring a secondhand item as new, or a copy as genuine — is grounds for immediate suspension, forfeiture of proceeds, and legal action.

4.3 Prohibited Listings

Sellers shall not list, sell, promote, display, or offer for sale any products that are:

- Prohibited or restricted under Indian law — including narcotics, weapons, counterfeit goods, stolen property, wildlife products, currency, or adult material
- Infringing upon any third-party intellectual property rights
- Misbranded, expired, or in violation of product safety or labelling standards under BIS, FSSAI, or other competent authorities
- Listed in Dekho's Prohibited Products Policy at dekho.shop/prohibited
- Unethical, culturally offensive, or harmful to public decency, health, or morality

4.4 Live Session Conduct and Product Representation

During live sessions, Sellers must:

- Display and describe products accurately without exaggerated or false claims
- Disclose all relevant details including condition, size, authenticity, country of origin, and any known defects or wear
- State clearly whether the product is a first-sale new item or a secondary-market resale item
- For first-sale items — show the MRP label on screen
- Conduct sessions fairly and transparently without using skill price offers, fake engagement, or deceptive tactics
- Ensure all statements made during the live session are consistent with the product listing
- Cooperate with Dekho's moderation team — sessions are subject to recording and real-time monitoring

4.5 Statutory Labelling and Compliance

Sellers are solely responsible for ensuring all listed products comply with:

- Legal Metrology (Packaged Commodities) Rules, 2011 — MRP, country of origin, manufacturer details, quantity, and manufacture/expiry dates for first-sale packaged goods
- Consumer Protection Act, 2019 and E-Commerce Rules, 2020 — accurate product information, no misleading claims
- Sale of Goods Act, 1930 — all sales are valid commercial transactions binding on both parties
- Any other sector-specific law applicable to the seller's product category

4.6 Verified Seller Badge

Sellers who consistently maintain high standards of authenticity, compliance, and buyer satisfaction may be granted a Verified Seller designation by Dekho. This designation reflects demonstrated transparency and reliability. Dekho reserves the right to grant, suspend, or revoke this designation at its sole discretion.

4.7 Dekho's Enforcement Rights

Dekho reserves the right to review, verify, delist, or remove any product listing or live session that is found to be false, misleading, non-compliant, or in violation of these Terms or applicable law — at its sole discretion and without prior notice. Violations may result in immediate delisting, account suspension, forfeiture of earnings, and legal action.

5. Payments, Platform Service Fee, and Settlement

5.A Platform as Payment Facilitator

5.A.1 Dekho acts solely as a payment facilitator between Buyers and Sellers through its RBI-authorized payment aggregator. Dekho does not own or control Buyer funds as a trustee. All Buyer payments are collected through authorized, RBI-compliant payment channels under the Payment and Settlement Systems Act, 2007 and RBI Payment Aggregator Guidelines, 2020.

5.A.2 Dekho uses a deferred settlement model — Buyer payments are held by the payment aggregator and released to the Seller only after confirmed delivery. This model protects Buyers from non-dispatch and is a condition of Dekho's payment aggregator agreement.

5.B Platform Service Fee

5.B.1 Dekho charges a platform service fee of 8% (eight percent) of the gross transaction value plus applicable taxes on every successful sale completed through the platform. The platform service fee is deducted from the Buyer's payment before settlement to the Seller. The fee is calculated on the gross transaction value inclusive of the product price and applicable charges unless stated otherwise.

5.B.2 Dekho may revise the platform service fee at any time with prior notice to Sellers through the Seller Dashboard or registered email. Continued use of the platform after the effective date of any revision constitutes the Seller's acceptance of the revised fee. Promotional or category-specific fee structures may be introduced at Dekho's discretion with prior notice.

5.B.3 No platform service fee is charged on a transaction that is cancelled before dispatch for reasons not attributable to the Seller. Where a valid buyer return is approved and a full refund is issued due to seller misrepresentation or non-delivery, Dekho may reclaim the platform service fee from the Seller's account.

5.C Settlement and Payout Cycle

5.C.1 Dekho shall collect Buyer payments, deduct the applicable platform service fee, taxes, penalties, and authorized adjustments, and remit the remaining balance to the Seller's verified bank account within 7 to 10 working days of confirmed delivery.

5.C.2 Payouts are made only to the bank account registered under the Seller's verified legal entity or individual name. Dekho will not make payments to unverified accounts.

5.C.3 Dekho reserves the right to withhold or delay payouts in cases of Buyer disputes, refund or chargeback claims, suspected fraud, policy violations, or pending Seller verification. Sellers will be notified of any such withholding.

5.D Refunds, Chargebacks, and Adjustments

5.D.1 If a Buyer requests a valid refund or initiates a chargeback, Dekho may deduct the corresponding amount from the Seller's upcoming settlements.

5.D.2 Dekho acts as an independent intermediary in refund and dispute cases. Its determination on adjustments and settlements is final and binding.

5.D.3 Any negative balance in a Seller account due to refunds or penalties must be cleared within 7 working days of notification from Dekho. Dekho may recover outstanding amounts from future settlements or through lawful means if not cleared within this period.

5.E Penalties and Forfeitures

5.E.1 Dekho reserves the right to deduct, adjust, or forfeit any pending payouts or platform service fees in the event of:

- (a) Product withdrawal after price offers have been submitted by buyers in a live session
- (b) Order cancellation after a purchase confirmation has been issued
- (c) Policy violations, fraud, or misrepresentation
- (d) Failure to deliver or honour buyer commitments

5.E.2 A penalty of 5% (five percent) of the highest price offer value plus applicable taxes shall apply for any product withdrawal or order cancellation after price offers have been submitted. Where no price offer was submitted by any buyer before withdrawal, no penalty applies. This penalty represents a genuine pre-estimate of the loss caused to buyers and to the platform. Dekho may at its discretion waive or reduce this penalty in genuine exceptional circumstances communicated by the Seller in writing to support@dekho.shop before the session begins.

5.E.3 Dekho may utilise forfeited or deducted amounts to compensate affected Buyers or offset platform losses arising from Seller misconduct. Repeated or severe breaches may lead to suspension of payouts, account termination, and permanent removal from the platform.

5.F Taxes and Legal Compliance

5.F.1 All platform service fees and settlements are subject to applicable Goods and Services Tax (GST) and Tax Deducted at Source (TDS) under Section 194-O of the Income Tax Act, 1961.

5.F.2 Sellers are solely responsible for collecting, reporting, and remitting all applicable taxes on their sales. Dekho may deduct and deposit TDS on Seller payouts as required by law and will issue corresponding certificates.

5.F.3 All payments are made in Indian Rupees (INR) in compliance with Indian tax and foreign exchange regulations. Dekho and its payment partners observe all KYC and Anti-Money Laundering obligations under the Prevention of Money Laundering Act, 2002.

5.G Transparency and Account Statements

Dekho provides Sellers with a detailed transaction and settlement statement showing sales, platform service fees, deductions, refunds, and taxes for each settlement cycle. Sellers must review these statements and notify Dekho of any discrepancy within 7 working days of receipt. Statements not disputed within this period are deemed accurate and accepted.

6. Live Session Rules

6.A General Conduct

Sellers conducting live sessions on Dekho must ensure all activities comply with these Terms, applicable Indian laws, and Dekho's Community Guidelines (Document 6). Live sessions must be conducted professionally, transparently, and truthfully, ensuring buyers receive accurate product information before making any purchase decision.

Sellers shall not engage in or encourage false representation, deceptive marketing, or fake engagement — including artificial viewer counts, fabricated comments, or coordinated price offer manipulation. All sessions are recorded by Dekho and constitute conclusive evidence of what was shown, stated, and priced.

6.B Technology and Network

6.B.1 Live sessions on the Dekho platform operate over public internet infrastructure. Session timing — including price offer recording, session close, and purchase confirmation — is governed exclusively by Dekho's official server time. Network latency, streaming delays, or connectivity issues on the Seller's or Buyer's side do not affect Dekho's server records and are not grounds for reversing session outcomes.

6.B.2 Sellers are responsible for maintaining a stable, adequate internet connection during live sessions. Technical failures on the Seller's side — including stream drops, connectivity loss, or device issues — do not release the Seller from obligations arising from price offers already recorded before the failure. Dekho may at its discretion void a session where a Seller-side technical failure materially compromises session integrity.

6.C Session Mechanics and Price Offers

6.C.1 During a live session, buyers submit price offers. The buyer whose price offer is highest 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.

6.C.2 Sellers must clearly disclose before the session begins: the starting price, the minimum offer step (if applicable), the session duration, and all fulfilment terms.

6.C.3 The highest valid price offer at close constitutes the accepted offer, binding the Seller to complete the sale under the Indian Contract Act, 1872. The Seller must issue an invoice and complete delivery within the committed timeframe after receiving payment confirmation from Dekho.

6.C.4 Sellers must not manipulate session outcomes. The following are strictly prohibited:

- (a)** Submitting or coordinating fake price offers to inflate session prices — shill participation. This constitutes fraud under the Bharatiya Nyaya Sanhita, 2023.
- (b)** Using automated tools or scripts to manage live sessions or price offer activity — prohibited under Sections 43 and 66 of the IT Act, 2000.
- (c)** Refusing to honour a purchase confirmation after session close.
- (d)** Colluding with buyers to fix or suppress session pricing — may constitute an offence under the Competition Act, 2002.

6.D Product Withdrawal and Cancellations

6.D.1 Sellers may withdraw a listed product only before any price offer has been submitted by a buyer in the session.

6.D.2 If a Seller withdraws a product after price offers have been submitted, or cancels a confirmed order after a purchase confirmation has been issued, the penalty provisions in Section 5.E apply. Repeated withdrawals, cancellations, or failure to honour confirmed purchases may result in temporary suspension or permanent account termination.

6.E Session Recordings and Dekho's Oversight

6.E.1 All live sessions are recorded by Dekho in full. Recordings are the exclusive property of KT Live Commerce Pvt. Ltd. Recordings are used for dispute resolution, compliance monitoring, legal proceedings, and — subject to the marketing consent framework — promotional content including reels and social media posts.

6.E.2 By hosting a live session on Dekho, the Seller grants Dekho a worldwide, royalty-free, non-exclusive, sub-licensable licence to host, display, reproduce, distribute, and use the Seller's live session content on or through the Dekho platform, in Dekho's marketing materials, social media, advertisements, and campaigns. For promotional use of session content, Sellers may revoke this licence for future use by written notice to support@dekho.shop; content already published before such notice cannot be recalled.

6.E.3 Dekho reserves the right to monitor, pause, or terminate any live session that violates these Terms or applicable law. Dekho may withhold or delay payments linked to sessions under investigation.

6.F Buyer Protection and Transparency

Sellers must clearly communicate all terms of sale, return, and delivery during the live session and in their listing. Sellers must cooperate fully with Dekho's internal dispute resolution process when a Buyer raises a valid complaint. Repeated non-cooperation is grounds for account suspension.

7. Shipping and Fulfilment

7.A Dekho's Role in Logistics

Dekho provides integrated logistics coordination to facilitate delivery of products sold through the platform. Dekho acts solely as a logistics facilitator — the actual shipment and delivery are executed through third-party logistics partners under their respective terms. Dekho does not operate as a courier or transporter.

7.B Seller Dispatch Obligations

7.B.1 Sellers must package, label, and make products ready for pickup within 24 hours of purchase confirmation or session close. Sellers must hand over products to Dekho's designated logistics partner within this 24-hour dispatch window.

7.B.2 Sellers must use Dekho's designated logistics partners and generate Dekho-approved shipping labels through the Seller Dashboard or as directed by Dekho's support team. Independent shipping or use of unauthorised couriers is not permitted without Dekho's prior written consent.

7.B.3 Failure to comply with the 24-hour dispatch requirement may result in order cancellation, penalties under Section 5.E, or temporary suspension of seller privileges.

7.C Tracking and Delivery

Once a purchase is confirmed, Dekho's logistics partner will schedule a pickup from the Seller's registered address. Each shipment is assigned a tracking ID accessible to both Seller and Buyer. Delivery is deemed complete upon Buyer confirmation or verified proof of delivery from the logistics partner. Risk in the goods remains with the Seller until confirmed delivery to the Buyer.

7.D Shipping Costs

All shipping charges, logistics fees, and handling costs are borne by the Seller. Dekho may deduct such charges from Seller settlements. Where Buyers are charged delivery fees, Dekho may credit or offset such amounts against total shipping costs before settlement. Dekho may revise shipping rates or logistics partner terms with prior notification.

7.E Returns and Reverse Logistics

Dekho's logistics partners handle returns, replacements, and reverse pickups in accordance with the Refund and Return Policy (Document 3). Sellers must cooperate fully with reverse logistics within communicated timelines. Reverse shipping costs for returns due to product defect, wrong item, or misrepresentation are borne by the Seller. Dekho may deduct such costs from settlements.

7.F Packaging and Labelling

Sellers must package all goods using tamper-proof, weather-resistant packaging compliant with Dekho's guidelines and the Legal Metrology (Packaged Commodities) Rules, 2011. Packaging must display all mandatory information — MRP, manufacturer or importer details, country of origin, and statutory warnings. Dekho reserves the right to reject shipments that do not meet packaging or labelling standards, at the Seller's cost.

7.G Proof of Delivery

Sellers must retain valid proof of shipment and proof of delivery provided by the logistics partner for a minimum of 180 days from delivery. These records must be produced on Dekho's request in case of any Buyer dispute, refund investigation, or legal proceeding. Failure to provide proof of delivery may result in Dekho treating the order as undelivered and adjusting settlements accordingly.

7.H Liability in Transit

Dekho and its logistics partners will take reasonable care to ensure safe and timely delivery. However, Dekho is not liable for loss, theft, damage, or delay in transit except where caused by Dekho's proven negligence. Dekho's total liability in transit incidents shall not exceed the shipping fee charged for that order. In cases of transit loss or damage, Dekho may assist the Seller in filing a claim with the logistics partner.

8. Product Legitimacy, Legal Compliance, and Seller Warranties

8.A Authenticity and Ownership

The Seller warrants that all goods listed, sold, or promoted through Dekho are genuine, authentic, lawfully owned, and free from counterfeit, imitation, or stolen origin. The Seller represents that they have full ownership, authority, and lawful rights to list, sell, and transfer such goods to Buyers without violating any third-party rights or applicable laws. Sellers must not offer goods that are illegally imported, pirated, or otherwise restricted for sale in India.

8.B Statutory Compliance

The Seller shall comply with all applicable laws governing the manufacture, sale, labelling, marketing, and distribution of goods in India, including:

- Consumer Protection Act, 2019 and Consumer Protection (E-Commerce) Rules, 2020
- Legal Metrology Act, 2009 and Legal Metrology (Packaged Commodities) Rules, 2011
- Drugs and Cosmetics Act, 1940 and Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954
- Food Safety and Standards Act, 2006 and FSSAI regulations for food, beverages, and supplements
- Bureau of Indian Standards Act, 2016 for certified or quality-regulated goods
- Trade Marks Act, 1999, Copyright Act, 1957, and Designs Act, 2000 for intellectual property compliance
- Customs Act, 1962 for imported goods
- Any other sector-specific or regional laws applicable to the Seller's product category

8.C Regulated, Licensed, and Certified Goods

Sellers dealing in regulated categories — including food, cosmetics, pharmaceuticals, electronics, or health-related goods — must ensure goods are licensed, tested, approved, and certified under applicable law. Valid licences, FSSAI registrations, BIS certifications, or safety and test reports must be maintained and produced on Dekho's request. Sale or advertisement of unapproved or uncertified goods is strictly prohibited.

8.D Verification and Inspection Rights

Dekho reserves the right to request proof of authenticity, certificates, import documents, or compliance licences for any product at any time. Sellers must promptly furnish such documents. Dekho may conduct random audits, verification checks, or product investigations to ensure compliance. Failure to cooperate is grounds for immediate delisting.

8.E Enforcement

Dekho may delist, block, or suspend any Seller or product found violating applicable laws, platform policies, or authenticity standards. Dekho reserves the right to withhold settlements, forfeit pending payments, or report non-compliant Sellers to appropriate regulatory or enforcement authorities. Serious or repeated violations may result in permanent account termination and legal prosecution.

9. Intellectual Property Rights

9.A Dekho's Intellectual Property

All intellectual property in the Dekho platform — including its name, logo, branding, design, layout, software, interface, databases, algorithms, and proprietary materials — is the exclusive property of KT Live Commerce Pvt. Ltd., protected under the Trade Marks Act, 1999 and Copyright Act, 1957. Sellers are granted a limited, revocable, non-exclusive, non-transferable licence to access and use the Dekho platform solely for the purpose of listing and selling goods in accordance with these Terms. Sellers shall not copy, modify, reverse-engineer, or use Dekho's intellectual property for any other purpose.

9.B Seller's Content and Licence to Dekho

The Seller retains ownership of all original content uploaded — product descriptions, images, live videos, trademarks, and brand materials (Seller Content). By listing products or hosting live sessions on Dekho, the Seller grants Dekho a worldwide, royalty-free, non-exclusive, sub-licensable licence to: host, display, reproduce, distribute, and use Seller Content on or through the Dekho platform; promote, advertise, or feature Seller Content in Dekho's marketing materials, social media, advertisements, or campaigns; and edit or adapt Seller Content only for optimising visibility or presentation on the platform without altering its substance. This licence remains valid for as long as the Seller's content is on the platform and may continue for archival, legal, or promotional use already initiated before account termination.

9.C Third-Party IP Protection

Sellers must ensure their content does not infringe any third-party intellectual property rights. Sellers must have all necessary licences to use any third-party images, music, brand names, or protected material in their listings or live sessions. Any infringement claim against a Seller is the Seller's sole responsibility. Dekho will remove or disable allegedly infringing content upon receiving a valid notice under the Copyright Act, 1957 or IT (Intermediary Guidelines) Rules, 2021.

9.D Dekho's Brand

Sellers shall not use the Dekho name, logo, trademarks, or any confusingly similar mark for advertising or promotion without prior written authorisation. Sellers may not imply endorsement, sponsorship, or affiliation with Dekho except as permitted under these Terms. Unauthorised use of Dekho's intellectual property is a material breach and grounds for immediate suspension and legal action.

10. Data Protection and Privacy

Dekho processes Seller personal and business data in accordance with the Digital Personal Data Protection Act, 2023 (DPDP Act), the Information Technology (Reasonable Security Practices) Rules, 2011, and other applicable data protection laws. Full details of Dekho's data practices are in the Privacy Policy (Document 4) at dekho.shop/privacy.

10.A Seller Data Collected

Dekho may collect and process: full name and registered business name and address; GST, PAN, and KYC documents; bank account and payment details; contact information; identity verification data and account credentials; and platform usage, transaction, and device analytics. Such data is processed for Seller account creation and verification, transaction management and platform service fee calculation, customer support and dispute resolution, fraud prevention and risk management, and platform improvement.

10.B Buyer Data Access

10.B.1 Sellers may access Buyer data — delivery address and order details — only to process confirmed orders or provide lawful after-sales support. Sellers shall not store, share, sell, or use Buyer information for unsolicited marketing, profiling, or any unlawful purpose.

10.B.2 Any misuse, unauthorised disclosure, or breach of Buyer data by the Seller constitutes a material violation of these Terms and may result in immediate termination of the Seller account,

forfeiture or withholding of settlements, and legal action under the DPDP Act, 2023 and other applicable laws.

10.C Data Retention and Seller Rights

Seller data is retained only for as long as necessary to fulfil stated purposes or as required under applicable law including taxation, audit, and legal compliance. Upon account termination or written request, Dekho will delete or anonymise personal data except where retention is legally required. Sellers may request data access, correction, or deletion by writing to support@dekho.shop.

10.D Confidentiality

All non-public business, financial, or personal data exchanged between Dekho and Sellers is treated as strictly confidential. Neither party shall disclose such information to third parties except with prior written consent or when legally required by court order or regulatory authority. This confidentiality obligation survives termination of the Seller account.

11. Liability, Indemnity, and Force Majeure

11.A Indemnity by Seller

The Seller agrees to indemnify, defend, and hold harmless Dekho, its directors, officers, employees, agents, and affiliates from and against any and all losses, liabilities, damages, penalties, costs, or expenses (including reasonable legal fees) arising from or related to:

- Any breach of these Terms, platform policies, or warranties made by the Seller
- Listing, promotion, or sale of counterfeit, prohibited, or illegal goods
- Any violation of applicable laws including consumer protection, data privacy, intellectual property, tax, or customs laws
- Misuse, unauthorised disclosure, or breach of Buyer or user data
- Any act, error, omission, negligence, fraud, or misrepresentation by the Seller or its representatives
- Any third-party complaint, claim, or government action arising from the Seller's listings, live sessions, or transactions on the platform

This indemnity obligation survives suspension or termination of the Seller's account.

11.B Dekho's Limitation of Liability

11.B.1 Dekho operates solely as an online intermediary and technology platform under Section 2(1)(w) and Section 79 of the IT Act, 2000. Dekho's total aggregate liability for any claim shall not exceed the total platform service fee earned by Dekho from the specific transaction giving rise to the claim.

11.B.2 Dekho shall not be liable for any indirect, incidental, consequential, punitive, or exemplary damages — including loss of business, revenue, profit, goodwill, or data; product defects, misrepresentation, or non-delivery by Sellers; Buyer misconduct, payment failures, or chargebacks; third-party service disruptions; or events beyond Dekho's reasonable control.

11.B.3 All representations and warranties relating to listed goods are solely the Seller's responsibility. Dekho disclaims all implied warranties of merchantability, fitness, or accuracy.

11.C Force Majeure

Dekho shall not be liable for any delay, failure, or interruption in performance caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, earthquake, war, terrorism, civil unrest, governmental action, changes in law, network failures, or system outages. During such events, Dekho's obligations are suspended for the duration of the disruption. No party is entitled to claim damages arising from a force majeure event.

12. Termination, Suspension, and Account Deactivation

12.A Dekho's Right to Suspend or Terminate

Dekho reserves the right to suspend, restrict, or permanently terminate a Seller's account, access, or listings at any time if the Seller: violates these Terms or platform policies; engages in fraudulent, misleading, or illegal activities; sells prohibited or counterfeit goods; fails to fulfil confirmed orders; engages in data misuse or privacy breaches; attempts to manipulate session outcomes, reviews, or ratings; is subject to regulatory or law enforcement investigation; or fails to maintain valid business documentation or comply with legal obligations.

Dekho may also temporarily suspend Seller activity for maintenance, compliance audits, payment verification, or policy updates.

12.B Seller-Initiated Termination

A Seller may terminate their account at any time by submitting a written request through the Seller Dashboard or to support@dekho.shop. Dekho will process termination requests within 10 working days, subject to the Seller clearing all dues and platform service fees, completing pending deliveries and returns, and settling any active Buyer disputes or refund claims. Upon settlement of all obligations, Dekho will deactivate the account and process any final settlements.

12.C Effect of Suspension or Termination

Upon suspension or termination: all active listings and live sessions are immediately paused or removed; pending orders are cancelled or redirected for refund at Dekho's discretion; pending settlements may be withheld until all disputes, penalties, and Buyer claims are resolved; Dekho may deduct outstanding platform service fees, penalties, or refund amounts from the Seller's balance before releasing final payment; and Dekho retains all transaction records for audit, legal, and tax purposes.

12.D Reinstatement

Sellers whose accounts have been suspended may apply for reinstatement by submitting a written appeal with supporting documents or corrective evidence to support@dekho.shop. Dekho reserves the right to reinstate or permanently block the account based on its investigation and sole discretion. Reinstatement may require payment of outstanding dues, compliance proofs, or additional verification.

12.E Dekho Operational Termination

Dekho reserves the right to discontinue or modify the platform, services, or Seller programme for business, legal, or technical reasons. In such cases, Dekho will provide a minimum of 15 days prior notice to Sellers before termination unless required to act immediately by law or authority. Sellers will receive all eligible settlements after deduction of applicable dues and taxes.

12.F Final Settlement

Upon termination, Dekho shall process the final settlement within 15 working days, subject to resolution of all dues, disputes, and verifications. Sellers may request a copy of transactional statements or compliance records within 30 days of termination.

12.G Survival of Obligations

The following provisions survive termination or deactivation: confidentiality and data protection; intellectual property rights; liability and indemnity; governing law, jurisdiction, and dispute resolution; and any outstanding financial or legal obligations arising before termination.

13. Governing Law, Jurisdiction, and Dispute Resolution

13.A Governing Law

These Terms and any dispute, claim, or controversy arising from them shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles, in accordance with: the Indian Contract Act, 1872; Sale of Goods Act, 1930; Information Technology Act, 2000; Consumer Protection (E-Commerce) Rules, 2020; and the Arbitration and Conciliation Act, 1996.

13.B Jurisdiction

Subject to the arbitration clause, the courts at Indore, Madhya Pradesh, shall have exclusive jurisdiction over any disputes arising from or relating to these Terms or the use of the Dekho platform. The Seller expressly agrees that Indore is the sole and exclusive venue for all legal actions.

13.C Dispute Resolution — Three Steps

Step 1 — Negotiation

In the event of any dispute, both parties shall first attempt to resolve it through good-faith written negotiation. The parties have 15 business days from the date of the written notice of dispute to reach a mutual resolution before proceeding further.

Step 2 — Mediation

If negotiation fails, either party may refer the matter to mediation before a mutually agreed independent mediator in Indore within 10 business days, under the Mediation Act, 2023. Mediation may be conducted virtually or in person. Any settlement reached is binding and enforceable.

Step 3 — Arbitration

13.C.1 If negotiation and mediation fail, the dispute shall be finally resolved by binding arbitration under the Arbitration and Conciliation Act, 1996 (as amended).

13.C.2 A sole arbitrator shall be appointed by mutual agreement of both parties within 15 days of arbitration being invoked. If the parties cannot agree on an arbitrator within 15 days, the arbitrator shall be appointed by a competent court in Indore under Section 11 of the Arbitration and Conciliation Act, 1996.

13.C.3 Seat and venue: Indore, Madhya Pradesh. Language: English. The arbitrator's award is final, conclusive, and binding on both parties and enforceable in any court of competent jurisdiction.

13.C.4 Both parties shall bear their own costs during negotiation and mediation. In arbitration, costs are allocated as determined by the arbitrator in the final award.

13.C.5 All negotiations, mediations, and arbitration proceedings are strictly confidential. No information may be disclosed to third parties except as required by law or to enforce an arbitral award.

13.C.6 Both parties agree that disputes shall be resolved only on an individual basis. No party shall participate in any class action, representative, or collective legal proceeding against the other.

13.D Interim Relief

Notwithstanding the arbitration clause, Dekho shall have the right to seek interim, injunctive, or equitable relief from any court of competent jurisdiction in Indore to prevent unauthorised use or disclosure of its confidential information, protect its intellectual property rights, or restrain violations pending arbitration. Seeking such relief does not waive Dekho's right to arbitrate any remaining dispute.

13.E Notices

All legal notices under this section shall be made in writing and delivered to: Legal Department, KT Live Commerce Pvt. Ltd. (Dekho), 60, New Dewas Road, Indore, Madhya Pradesh, India. Email: support@dekho.shop.

14. Grievance Redressal

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

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

Complaints may be filed via email with full details and evidence. The Grievance Officer may request further information during investigation. All decisions of the Grievance Officer are subject to the dispute resolution process in Section 13.

15. Miscellaneous Provisions

15.1 Entire Agreement: These Terms together with Dekho's Privacy Policy, Community Guidelines, and Prohibited Products Policy constitute the entire agreement between the Seller and Dekho, superseding all prior communications and understandings relating to the subject matter.

15.2 Severability: If any provision of these Terms is held invalid or unenforceable, that provision shall be severed and the remaining provisions continue in full force and effect.

15.3 Waiver: No failure or delay by Dekho in exercising any right under these Terms operates as a waiver. Any waiver is valid only if made in writing by an authorised representative of Dekho.

15.4 Assignment: The Seller shall not assign, transfer, or sublicense its rights or obligations under these Terms without Dekho's prior written consent. Dekho may assign its rights and obligations to any affiliate, group company, or successor entity without requiring the Seller's consent.

15.5 Relationship of Parties: Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between Dekho and the Seller. The Seller acts as an independent business entity.

15.6 Amendments: Dekho reserves the right to amend these Terms at any time for compliance, legal, or business reasons. Changes are communicated via the Seller Dashboard, registered email, or official Dekho channels. Regulatory amendments take immediate effect without prior notice. Continued use of the platform after any amendment constitutes acceptance.

15.7 Electronic Contract: These Terms constitute a legally valid and binding electronic agreement under Section 10A of the IT Act, 2000. No physical signature or stamp is required. The Seller's registration, listing of products, or use of the platform constitutes acceptance of these Terms with the same legal effect as a signed written contract.

15.8 Governing Language: These Terms are drafted in English which shall be the sole governing language for interpretation and enforcement. Any translation is for convenience only.

15.9 Survival: Provisions relating to intellectual property, confidentiality, data protection, indemnity, limitation of liability, and dispute resolution survive termination or expiration of these Terms.

15.10 Force Majeure: Dekho shall not be held liable for any delay or failure in performance due to events beyond its reasonable control. Performance is deemed suspended for the duration of the event.

Schedule A — Seller Quick Reference

Topic	Detail
Seller Terms URL	dekho.shop/seller-terms — accessible to all registered sellers
Grievance Officer	Tanmay Mehta — support@dekho.shop — Mon to Sat 10 AM to 6 PM IST
Acknowledgement	Within 48 hours Resolution within 15 working days
Platform role	Technology intermediary under IT Act 2000 Section 79 — not a party to sale contract

Topic	Detail
Legal basis of sessions	Sale of Goods Act 1930 Section 64 — valid commercial sales
Platform service fee	8% of gross transaction value plus applicable taxes
Fee revision	Prior notice via Seller Dashboard or registered email
No fee on cancelled orders	No platform service fee charged where order cancelled before dispatch — seller not at fault
Negative balance clearing	7 working days from Dekho's notification
Statement dispute window	7 working days from receipt — statements not disputed are deemed accepted
Settlement cycle	7 to 10 working days after confirmed delivery
Payment model	Deferred settlement — released to seller after delivery confirmation only
Dispatch window	24 hours from purchase confirmation or session close
Penalty — withdrawal after price offers submitted	5% of highest price offer value plus taxes
First-sale items	MRP must be displayed per Legal Metrology Rules 2011
Secondary market / resale items	Market price applies — MRP not mandatory — must declare as resale
Session recording ownership	All recordings owned by Dekho — used for disputes, compliance, and marketing
KYC documents accepted	PAN, Voter ID, Passport, Driving Licence — Aadhaar not accepted
Buyer data access	Order fulfilment only — no marketing or profiling use permitted
Arbitration seat	Indore, Madhya Pradesh
Arbitrator appointment	Mutual agreement within 15 days, then by court under Section 11 Arbitration Act
Individual disputes only	No class actions or collective proceedings
TDS	Applicable under Section 194-O of Income Tax Act 1961
Governing law	Laws of India — courts at Indore, Madhya Pradesh