

1. Introduction

1.1 Purpose

These **Buyer Terms and Conditions (Terms)** constitute a legally binding agreement between the **Buyer (you, your, or user)** and **KT Live Commerce Pvt. Ltd.**, operating under the brand name **Dekho**, regarding your access to and use of the **Dekho Platform**, including but not limited to the Dekho mobile application, website, live-streaming interfaces, and all associated services (collectively referred to as the **Platform**).

By accessing, browsing, registering, purchasing products, or participating in any auction or live stream on the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, along with any additional policies referenced herein (such as the **Privacy Policy**, **Return and Refund Policy**, **Content Policy**, and **Community Guidelines**).

1.2 Company Details

KT Live Commerce Pvt. Ltd.

Registered Office: 60, New Dewas Road, Indore, Madhya Pradesh, India

Email: dekholiveishop@gmail.com

CIN : U47912MP2025PTC078990

The Company operates and manages the Dekho Platform, providing a digital marketplace and live commerce ecosystem that connects buyers and sellers for online retail, live-stream auctions, and promotional sales.

1.3 Effective Date

These Terms are effective as of **3/11/2025**, and shall continue to remain in force unless modified, replaced, or terminated by the Company.

1.4 Acceptance of Terms

Your continued access or use of the Dekho Platform signifies your full acceptance of these Terms.

If you do not agree with any part of these Terms, you must immediately discontinue the use of the Platform.

Dekho reserves the right to update, modify, or revise these Terms at any time without prior notice, and any such updates shall become effective upon posting on the Platform. Continued use of the Platform after any such modifications constitutes your acceptance of the updated Terms.

These Terms shall be governed by and construed in accordance with the **laws of India**, and all disputes shall be subject to the **exclusive jurisdiction of the competent courts of Indore, Madhya Pradesh**.

1.5 Legal Validity

These Terms constitute a legally valid and enforceable **electronic contract** under:

- The **Indian Contract Act, 1872**
- The **Information Technology Act, 2000** and the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021** and
- The **Digital Personal Data Protection Act, 2023 (DPDP Act)**.

By accepting these Terms electronically, you acknowledge and consent to be bound by them under the applicable laws of India.

2. Definitions

For the purposes of these Buyer Terms and Conditions (Terms), unless the context otherwise requires, the following words and expressions shall have the meanings ascribed to them below. Words importing the singular include the plural and vice versa.

2.1 Buyer / User

Means any individual or entity that accesses, registers, or uses the Dekho Platform for browsing, bidding, purchasing, or participating in live streams, whether for personal or commercial purposes, in accordance with these Terms.

2.2 Seller

Means any individual, business, or legal entity registered on the Dekho Platform to list, promote, sell, or auction products or services through live streams, product listings, or any other mode permitted by Dekho.

2.3 Platform

Refers to the Dekho mobile application, website, and any related software, features, or digital interfaces owned and operated by KT Live Commerce Pvt. Ltd., including live streaming, marketplace listings, and auction functionalities.

2.4 Company / Dekho / We / Us / Our

Refers to **KT Live Commerce Pvt. Ltd.**, a company incorporated under the Companies Act, 2013, having its registered office at 60, New Dewas Road, Indore, Madhya Pradesh, India, which owns and operates the Dekho Platform.

2.5 Services

Refers to all live commerce, marketplace, and auction-related services provided by Dekho, including but not limited to live video streaming, bidding, purchasing, product discovery, order management, payments, promotions, and communication tools available to Buyers and Sellers.

2.6 Account

Means the registered user profile created by a Buyer or Seller on the Dekho Platform by providing personal details, contact information, and verification credentials for accessing the Platform's Services.

2.7 Product / Item

Means any tangible or digital good, item, or service listed, promoted, auctioned, or sold by a Seller and made available for purchase by a Buyer on the Dekho Platform.

2.8 Live Stream

Means a real-time interactive video session hosted on the Dekho Platform by a Seller for the purpose of demonstrating, promoting, selling, or auctioning Products, wherein Buyers can engage, comment, bid, or place orders directly during the session.

2.9 Auction / Bidding

Means the process through which Buyers can place incremental bids on Products during a live stream or listing, with the highest valid bid at the end of the auction period resulting in a successful purchase, subject to these Terms and the specific rules of each auction.

2.10 Order

Means a confirmed request placed by a Buyer to purchase one or more Products from a Seller through the Dekho Platform, whether through live sessions, direct listings, or auctions.

2.11 Payment Gateway

Refers to the third-party financial service provider integrated into the Dekho Platform for facilitating secure payment transactions between Buyers, Sellers, and the Company.

2.12 Content

Means any text, image, video, description, feedback, review, comment, or other material uploaded, submitted, or shared by any Buyer, Seller, or third party on the Dekho Platform.

2.13 Policies

Refers collectively to all additional policies published by Dekho, including but not limited to the Privacy Policy, Return and Refund Policy, Shipping Policy, Content Policy, Community Guidelines, and any other rules or terms that govern the use of the Platform.

2.14 Applicable Law

Applicable Law means all laws, statutes, ordinances, rules, regulations, notifications, and codes in force and applicable within the territory of India, including but not limited to:

- The **Indian Contract Act, 1872**

- The **Sale of Goods Act, 1930**
- The **Consumer Protection Act, 2019** and the **Consumer Protection (E-Commerce) Rules, 2020**
- The **Information Technology Act, 2000** and the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**
- The **Digital Personal Data Protection Act, 2023 (DPDP Act)**
- The **Indian Penal Code, 1860** and the **Code of Criminal Procedure, 1973**, to the extent applicable to cyber and commercial offences
- The **Goods and Services Tax Act, 2017 (GST Act)** and allied tax regulations
- The **Companies Act, 2013** and
- Any other laws, regulations, directions, or government guidelines in force that govern online marketplaces, electronic contracts, advertising, data protection, and consumer transactions in India, as amended from time to time.

3. Eligibility and Account Creation

3.1 Eligibility Criteria

3.1.1 To use the Dekho Platform as a Buyer, you must:

- a. Be an individual who is at least **18 years of age** and capable of entering into a legally binding contract as per the **Indian Contract Act, 1872**
- b. Have a valid and active **mobile number and email address** for verification and communication and
- c. Use the Platform only for lawful purposes and in accordance with these Terms and the Applicable Laws.

3.1.2 If you are under the age of 18 years, you may use the Platform only through a parent or legal guardian's registered account, and such parent or guardian shall be deemed to have accepted these Terms on your behalf and shall be responsible for all activities under the account.

3.1.3 Dekho reserves the right to restrict or deny access to the Platform, or to suspend or terminate any account, if it is found that the Buyer does not meet the eligibility criteria or has provided false, incomplete, or misleading information.

3.2 Account Registration

3.2.1 To make purchases, place bids, or participate in live sessions, Buyers must create an **Account** on the Dekho Platform by providing accurate and complete information as required during the registration process, including but not limited to name, contact number, email address, and delivery address.

3.2.2 Buyers may be required to complete **Know Your Customer (KYC)** verification or provide supporting identification documents (such as Aadhaar, PAN, or government-issued ID) for certain transactions, as per regulatory or Company requirements.

3.2.3 By creating an Account, you authorize Dekho to collect, store, and process your personal information in accordance with the **Digital Personal Data Protection Act, 2023 (DPDP Act)** and the **Dekho Privacy Policy**.

3.3 Account Responsibilities

3.3.1 Buyers are solely responsible for:

- a. Maintaining the confidentiality of their login credentials (user ID, password, OTP, etc.)
- b. Ensuring that all account information remains true, accurate, and updated and
- c. All activities conducted under their account, including purchases, bids, comments, and communications on the Platform.

3.3.2 Any unauthorized use of your account or breach of security must be immediately notified to Dekho at **dekholiveishop@gmail.com**. Dekho shall not be liable for any loss or damage resulting from unauthorized account access caused by your negligence or failure to secure your credentials.

3.4 Multiple Accounts and Misuse

3.4.1 Buyers are prohibited from creating or operating multiple accounts, using fake credentials, impersonating others, or manipulating transactions (including auction bids) in any manner.

3.4.2 Dekho reserves the right to suspend, merge, or permanently delete duplicate or fraudulent accounts without prior notice and take necessary legal action as deemed appropriate.

3.5 Account Suspension and Termination

3.5.1 Dekho may, at its sole discretion, suspend or terminate your Account and restrict access to the Platform if:

- a. You breach these Terms or any other Platform Policy
- b. You engage in fraudulent, abusive, or unlawful activities
- c. You manipulate auctions, provide false information, or attempt to disrupt Platform integrity or
- d. Required by Applicable Law or regulatory authority.

3.5.2 Upon termination, your right to use the Platform and associated Services shall immediately cease. However, any pending obligations, payments, or disputes shall continue to be governed by these Terms.

3.6 Reactivation of Account

A Buyer whose account has been suspended or deactivated may request reactivation by submitting a written request and completing any verification process prescribed by Dekho. Approval of such reactivation shall be at the sole discretion of Dekho.

3.7 Accuracy and Legitimacy of Information

Buyers represent and warrant that all information provided at the time of registration or thereafter — including personal details, address, and payment information — is true, current, and complete. Dekho shall not be liable for failed deliveries, rejected orders, or payment issues resulting from inaccurate or incomplete information.

3.8 Use of Communication Channels

By registering on the Platform, you consent to receive transactional messages, SMS, emails, and notifications related to your account activity, purchases, live stream alerts, promotional offers, and other Platform communications. You may opt out of promotional communications at any time by following the unsubscribe instructions provided therein.

3.9 Account Deletion and Data Retention

Buyers may request account deletion by contacting Dekho's support team. Upon such request, Dekho will delete or anonymize your personal data in accordance with the **Digital Personal Data Protection Act, 2023**, except where retention is required for legal, accounting, or compliance purposes.

3.10 Platform Access Restrictions

Dekho reserves the right to restrict access to certain features or Services — such as bidding, high-value purchases, or promotional events — based on verification status, transaction history, or risk profile, as determined at Dekho's discretion.

3.11 Limitation of Account Use

Buyer accounts are personal and non-transferable. Buyers shall not share, sell, rent, or assign their accounts or login credentials to any third party. Any such transfer shall be void and may result in permanent termination of the account.

4. Buying Process

4.1 Overview

4.1.1 The Dekho Platform enables Buyers to browse, interact with Sellers through live streams, participate in auctions or promotional events, and purchase products or services listed by verified Sellers.

4.1.2 Buyers acknowledge that Dekho acts solely as a **facilitator and intermediary** between Buyers and Sellers. The actual sale transaction is directly between the Buyer and the Seller, subject to these Terms and Applicable Law.

4.1.3 All products, prices, discounts, and offers displayed on the Platform are provided by the respective Sellers, and Dekho does not guarantee the availability, description accuracy, or merchantability of such products.

4.2 Browsing and Product Information

4.2.1 Buyers may browse products through the Dekho marketplace listings or during live-stream sessions hosted by Sellers.

4.2.2 Product details, including descriptions, specifications, prices, images, and videos, are provided by the Sellers. Dekho shall not be liable for any discrepancy or variation between the product depiction on-screen and the actual product delivered, including differences arising from lighting, streaming quality, or device display settings.

4.2.3 Buyers are encouraged to review product details, seller ratings, and return/refund policies prior to making a purchase or placing a bid.

4.3 Live Commerce and Auctions

4.3.1 During live-stream sessions, Sellers may demonstrate or auction products in real time. Buyers can interact via comments, place bids, or make instant purchases through in-stream purchase buttons.

4.3.2 In case of **auction-based sales**, Buyers agree to abide by the following rules:

- a. Each bid placed is **binding** and cannot be withdrawn once submitted
- b. The highest valid bid at the end of the auction period will be deemed the winning bid

- c. The winning Buyer shall complete payment within the time specified by Dekho or the Seller (typically within specified time) and
- d. Failure to complete payment within the stipulated period may result in forfeiture of the bid and suspension of bidding privileges.

4.3.3 Dekho reserves the right to cancel or invalidate any bid or auction in the event of a technical error, suspected fraud, or policy violation, at its sole discretion.

4.3.4 All auction timings and bid increments are system-controlled, and Dekho's records shall be final and binding in case of any dispute.

4.4 Placing Orders

4.4.1 Buyers may place an order through:

- a. Direct purchase via marketplace listings or
- b. Instant purchase or winning bid confirmation during live or auction sessions.

4.4.2 By placing an order, the Buyer makes an **irrevocable offer** to purchase the selected product from the Seller under the price, description, and terms shown on the Platform at that time.

4.4.3 Once an order is placed, Dekho or the Seller shall issue an **order confirmation** via in-app notification, SMS, or email, signifying acceptance of the Buyer's offer.

4.4.4 Orders may be cancelled by the Buyer **only before shipment**, subject to the Seller's cancellation policy and any applicable Platform rules.

4.5 Pricing and Taxes

4.5.1 All prices listed on the Platform are in **Indian Rupees (INR)** and are inclusive or exclusive of **Goods and Services Tax (GST)** as indicated on the product page.

4.5.2 Sellers are solely responsible for maintaining accurate pricing and ensuring tax compliance under the **Goods and Services Tax Act, 2017** and related regulations.

4.5.3 Dekho reserves the right to correct any typographical or technical pricing errors appearing on the Platform before or after an order has been placed.

4.6 Payments

4.6.1 Buyers shall make full payment at the time of order placement or within the time frame specified for auctions.

4.6.2 Dekho facilitates payments through integrated **Payment Gateways** and accepts multiple payment modes including UPI, credit/debit cards, net banking, and wallets.

4.6.3 All payments are processed in compliance with **Reserve Bank of India (RBI)** guidelines and applicable payment aggregator regulations.

4.6.4 Dekho acts as a **payment intermediary**, collecting the payment on behalf of the Seller and remitting it after deduction of applicable platform charges, commissions, or fees.

4.6.5 In the event of a failed transaction, double charge, or technical payment error, the Buyer must notify Dekho within **48 hours** of occurrence, and refunds (if applicable) will be processed as per the **Refund Policy**.

4.7 Order Confirmation and Tracking

4.7.1 Once payment is successfully completed, an **order confirmation** will be issued to the Buyer through the Platform and/or registered email.

4.7.2 Buyers can track order status, shipping updates, and delivery timelines within the My Orders section of the Platform.

4.7.3 Dekho may provide estimated delivery timelines, but the actual delivery time is dependent on the Seller and logistics partner.

4.8 Order Cancellations by the Seller or Platform

4.8.1 Sellers or Dekho may cancel an order under circumstances including but not limited to:

- a. Product out of stock or unavailable
- b. Pricing or listing errors
- c. Failed payment confirmation
- d. Buyer ineligibility or policy violations or
- e. Suspicious or fraudulent activity detected.

4.8.2 In such cases, any amount paid shall be refunded to the Buyer's original payment method in accordance with the **Refund Policy**.

4.9 Promotional Offers and Discounts

4.9.1 Any promotional offers, discount codes, or coupons are subject to individual terms of use and validity periods as displayed on the Platform.

4.9.2 Dekho reserves the right to withdraw, modify, or cancel promotional schemes or discounts at any time without prior notice.

4.9.3 In case of misuse, fraudulent redemption, or violation of promotional terms, Dekho may revoke offer benefits and take necessary legal action.

5. Shipping, Delivery, and Logistics

5.1 Shipping Responsibility

5.1.1 All products purchased through the Dekho Platform are shipped and delivered via **third-party logistics service providers (Delivery Partners)** engaged by **Dekho** on behalf of the Sellers.

5.1.2 While Sellers are responsible for packaging and readiness of dispatch, **Dekho coordinates and manages the shipping process** through its authorized Delivery Partners to facilitate safe and timely delivery of products to Buyers.

5.1.3 Dekho acts as an **intermediary and facilitator** of logistics services. The Delivery Partner is solely responsible for physical handling, transit, and delivery of the shipment, and Dekho shall not be liable for any damage, loss, or delay occurring during transit, except where caused by Dekho's proven negligence.

5.2 Shipping Charges

5.2.1 Shipping charges, if applicable, shall be clearly displayed to the Buyer at the time of checkout.

5.2.2 Unless otherwise stated, **the Seller shall bear the base shipping cost**, while Dekho may charge a **nominal logistics handling fee** for coordination and platform facilitation.

5.2.3 Dekho reserves the right to modify shipping fee structures, introduce free-shipping promotions, or implement minimum order value conditions at any time.

5.3 Delivery Timelines

5.3.1 Estimated delivery timelines shall be displayed on the product page or at checkout and may vary depending on the Buyer's location, Seller dispatch time, and Delivery Partner's network availability.

5.3.2 Dekho will make reasonable efforts to ensure that products are delivered within the indicated timeframe. However, Dekho and its Delivery Partners shall not be liable for delays arising due to logistical constraints, weather conditions, force majeure events, or operational disruptions.

5.3.3 Any delay in delivery shall not entitle the Buyer to claim compensation, provided that Dekho ensures reasonable efforts to complete delivery within a practicable period.

5.4 Order Tracking and Status Updates

5.4.1 Once a product is dispatched, Buyers shall receive a **tracking ID or link** generated by Dekho's Delivery Partner through SMS, email, or in-app notifications.

5.4.2 Buyers can track shipment progress via the Dekho Platform's My Orders section or directly through the Delivery Partner's tracking portal.

5.4.3 Dekho provides tracking information as received from the Delivery Partner and is not responsible for any technical discrepancies or update delays in tracking status.

5.5 Delivery Verification and Acceptance

5.5.1 Buyers are responsible for ensuring that accurate and complete delivery details (name, address, pin code, and contact number) are provided at the time of order placement.

5.5.2 Upon delivery, the Buyer or an authorized recipient must inspect the package for any signs of damage, tampering, or mismatch before accepting it.

5.5.3 In case of **tampered, damaged, or incorrect deliveries**, Buyers must **refuse the package** and report the issue to Dekho within **24 hours** of the attempted delivery through the in-app support feature or by email at **dekholiveishop@gmail.com**.

5.5.4 Once the delivery is accepted, Dekho and the Seller shall not be responsible for any subsequent claims relating to physical damage, shortage, or incorrect items.

5.6 Failed or Unsuccessful Deliveries

5.6.1 A delivery attempt shall be deemed successful if the Delivery Partner confirms that the shipment was delivered to the address provided by the Buyer.

5.6.2 If delivery fails due to:

- a. Incorrect or incomplete address
- b. Buyer unavailability
- c. Refusal to accept delivery without valid reason or
- d. Non-response to courier communications —

the product shall be **returned to the Seller**, and the Buyer may be liable for **reverse logistics and re-delivery costs**.

5.6.3 Re-delivery requests shall be subject to Dekho's discretion and may incur additional delivery fees.

5.7 Transfer of Risk and Ownership

5.7.1 The **risk of loss or damage** to the product passes to the Buyer upon successful delivery confirmation by the Delivery Partner.

5.7.2 The **title and ownership** of the product transfer from the Seller to the Buyer only upon full payment receipt and confirmed delivery.

5.8 Delays and Force Majeure

5.8.1 Dekho, the Seller, or the Delivery Partner shall not be liable for any delay, non-delivery, or damage to goods caused by events beyond reasonable control, including but not limited to natural disasters, strikes, transport disruptions, accidents, war, or government restrictions.

5.8.2 In such cases, the Buyer shall be notified, and Dekho will ensure that reasonable efforts are made to resume or complete the delivery at the earliest possible time.

5.9 Restricted and Unserviceable Locations

5.9.1 Dekho's Delivery Partners may not serve certain pin codes, regions, or remote areas. Buyers are advised to confirm serviceability before placing orders.

5.9.2 Orders placed for unserviceable locations may be cancelled, and any amount paid shall be refunded as per the **Refund Policy**.

6. Cancellations, Returns, and Refunds

6.1 General Policy

6.1.1 This section outlines the conditions under which Buyers may cancel orders, return products, and request refunds for purchases made through the **Dekho Platform**.

6.1.2 Buyers are advised to carefully read the **Seller's individual product policies** and **Dekho's Refund Policy** before placing an order, as eligibility for returns and cancellations may vary by product category or sale type (e.g., live sale, flash deal, or auction).

6.1.3 All requests for cancellation, return, or refund shall be processed through the Platform's in-app support or by contacting Dekho at **dekholivehop@gmail.com**.

6.2 Buyer Cancellations

6.2.1 Buyers may request order cancellation only **before the product has been dispatched** for delivery. Once the order status changes to Shipped or Out for Delivery, cancellations will no longer be permitted.

6.2.2 Cancellation requests after dispatch will be treated as a **return request**, subject to the conditions in Clause 6.4.

6.2.3 Dekho reserves the right to cancel orders in whole or in part due to product unavailability, pricing errors, technical issues, or suspected fraudulent activity.

6.2.4 In the event of such cancellation, the Buyer shall receive a **full refund** of any amount paid to the original payment method.

6.3 Non-Cancellable Orders

6.3.1 Certain orders shall be **non-cancellable**, including but not limited to:

- a. Orders placed during live-stream flash sales or limited-time events
- b. Products purchased through **auctions or bidding**
- c. Personalized, customized, or made-to-order products and
- d. Perishable or hygiene-sensitive items (e.g., food, cosmetics, accessories).

6.3.2 Buyers acknowledge that auction and live sale purchases constitute a **final sale**, and once confirmed, cannot be cancelled or refunded except in cases of defective or damaged goods.

6.4 Returns and Replacements

6.4.1 Buyers may initiate a return request under the following conditions:

- a. Product received is **damaged, defective, or different** from the one ordered

- b. Product packaging is **tampered with** or incomplete at the time of delivery or
- c. Product is **non-functional or not as described** on the Platform.

6.4.2 To be eligible for a return:

- a. The Buyer must raise a return request within **24 hours** of delivery
- b. The product must be unused, unwashed, and returned in its **original packaging** with all accessories, tags, and invoices intact and
- c. A **photo or video** clearly showing the defect or damage must be submitted as proof.

6.4.3 Returns will be approved only after **inspection and verification** by Dekho's support team or the Seller.

6.4.4 Products failing to meet these return conditions will not be eligible for a refund or replacement.

6.5 Return Process

6.5.1 Once a return is approved, Dekho will arrange a **reverse pickup** through its authorized **third-party logistics partners** within **3–5 working days**.

6.5.2 Buyers must ensure the returned item is properly packaged to prevent further damage during transit.

6.5.3 Failure to hand over the product at the scheduled pickup time or providing an incorrect address may result in cancellation of the return request.

6.6 Refund Policy

6.6.1 Approved refunds shall be processed to the Buyer's original payment method within **7–10 business days** from the date of return pickup or order cancellation confirmation, whichever is applicable.

6.6.2 In cases where payment was made through **Cash on Delivery (COD)**, refunds shall be issued through bank transfer or wallet credit as per the Buyer's preference.

6.6.3 Dekho shall not be responsible for refund delays caused by payment gateway, bank processing issues, or incomplete Buyer information.

6.6.4 Partial refunds may be issued in cases where the returned product shows signs of usage, missing accessories, or packaging damage not attributable to the Seller or Delivery Partner.

6.7 Exchange or Replacement

6.7.1 Where applicable, Buyers may opt for a **replacement or exchange** instead of a refund for eligible return cases.

6.7.2 Replacement shall be subject to product availability, and in cases where a replacement cannot be provided, a full refund will be processed instead.

6.8 Refunds for Auction or Bidding Transactions

6.8.1 All **auction-based transactions** are considered **final and binding**. No cancellations or refunds shall be permitted once a Buyer wins a bid and payment has been completed.

6.8.2 Refunds will only be considered in exceptional cases, such as:

- a. Seller's failure to deliver the product
- b. Product significantly differing from its described condition or
- c. Verified case of delivery of a defective or damaged item.

6.8.3 In such cases, Dekho shall review the matter and issue a refund at its sole discretion after investigating with the Seller and Delivery Partner.

6.9 Platform's Discretion and Finality

6.9.1 All decisions by Dekho regarding cancellations, returns, replacements, or refunds shall be **final and binding** on the Buyer and Seller.

6.9.2 Dekho reserves the right to reject frivolous, abusive, or fraudulent claims and may take appropriate legal or platform-level action against repeat offenders.

6.10 Communication and Updates

6.10.1 Buyers will be notified via SMS, email, or in-app notifications regarding the progress of their return or refund request.

6.10.2 Dekho shall maintain transparent timelines and communication but shall not be liable for delays beyond its reasonable control.

7. Pricing and Payment Terms

7.1 Display of Prices

7.1.1 All prices for products and services listed on the **Dekho Platform** are displayed in **Indian Rupees (INR)** and are determined solely by the respective **Sellers**.

7.1.2 The displayed price may be **inclusive or exclusive of Goods and Services Tax (GST)** and other applicable taxes, duties, or levies, as specified on the product page.

7.1.3 Dekho takes reasonable efforts to ensure accurate display of product prices and information however, typographical or technical errors may occur. In such cases, Dekho reserves the right to correct the error and either cancel or modify the order after notifying the Buyer.

7.1.4 Prices and offers are **subject to change without prior notice**, and the final price payable shall be the one displayed at the time of checkout.

7.2 Platform Fees and Commission

7.2.1 Dekho facilitates transactions between Buyers and Sellers and may charge a **platform commission** or **transaction handling fee** from the Seller for providing live commerce, payment processing, and shipping coordination services.

7.2.2 Buyers are **not charged any direct platform fee** unless explicitly stated (such as for premium services, event access, or special features).

7.2.3 Dekho reserves the right to introduce service fees, convenience charges, or delivery handling fees for Buyers in the future, which shall be transparently displayed at checkout.

7.3 Payment Obligations

7.3.1 Buyers agree to make full payment for all orders placed on the Platform through available payment options, including **UPI, credit/debit cards, wallets, net banking, or Cash on Delivery (COD)** (where supported).

7.3.2 All payment obligations are final, and once an order is confirmed, the Buyer is deemed to have agreed to the total amount payable, including taxes, delivery fees, and applicable charges.

7.3.3 Orders placed through **auction or bidding** events are binding, and failure to make timely payment after winning a bid may result in:

a. Forfeiture of the winning bid

- b. Suspension of bidding privileges and
 - c. Temporary or permanent account suspension.
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7.4 Payment Processing and Security

7.4.1 All payments on the Dekho Platform are processed through **authorized third-party payment gateways** integrated in compliance with **Reserve Bank of India (RBI)** and **Payment Aggregator Guidelines**.

7.4.2 Dekho uses industry-standard encryption and security protocols to ensure the safety of all payment transactions. However, Dekho shall not be liable for any unauthorized transactions, data breaches, or loss arising from payment gateway issues beyond its reasonable control.

7.4.3 Buyers agree to provide valid, accurate, and up-to-date payment information and authorize Dekho and its payment partners to debit the total payable amount from their selected payment method.

7.4.4 Dekho reserves the right to verify payment transactions or request additional authentication (OTP, CVV, KYC) before processing high-value orders or suspected fraudulent payments.

7.5 Cash on Delivery (COD)

7.5.1 COD may be available for certain products and pin codes, subject to Dekho's discretion and logistics partner support.

7.5.2 Buyers selecting COD must make full payment at the time of delivery. Refusal to accept delivery without valid reason may result in account restriction and recovery of shipping costs.

7.5.3 COD limits per order or per account may apply, as determined by Dekho or its Delivery Partners.

7.6 Taxes and Invoicing

7.6.1 Sellers are responsible for charging, collecting, and remitting **GST** or any other applicable taxes under the **Goods and Services Tax Act, 2017** and relevant tax regulations.

7.6.2 Dekho shall provide Buyers with a **digital invoice or order summary** reflecting the price, taxes, and shipping charges as applicable to the transaction.

7.6.3 Buyers acknowledge that Dekho acts as a **facilitator** and not as the actual seller of goods therefore, any tax-related claims must be directed to the respective Seller.

7.7 Promotional Credits and Wallets

7.7.1 Dekho may, at its discretion, offer **promotional credits, cashback, or wallet balance** to Buyers as part of marketing campaigns or refunds.

7.7.2 Such credits shall have limited validity and can only be used for eligible purchases on the Platform.

7.7.3 Unused or expired credits will automatically lapse and cannot be redeemed for cash or transferred to other accounts.

7.8 Payment Failures and Chargebacks

7.8.1 In the event of a **payment failure** due to gateway or technical issues, the transaction amount (if debited) shall be automatically refunded to the Buyer's original payment method within **5–7 working business days**.

7.8.2 Buyers agree not to dispute or initiate **chargebacks** for valid transactions that have been successfully processed through the Platform.

7.8.3 Repeated or fraudulent chargebacks may lead to account suspension and legal action under applicable laws.

7.9 Refunds for Failed or Cancelled Orders

7.9.1 In cases of **order cancellation** (by the Buyer, Seller, or Platform), the refund shall be processed as per the timelines outlined in **Section 6 (Cancellations, Returns, and Refunds)**.

7.9.2 Refunds shall be credited to the original payment source or wallet balance, as applicable.

7.9.3 Dekho shall not be responsible for delays caused by banking institutions, payment processors, or inaccurate Buyer information.

7.10 Financial Dispute Resolution

7.10.1 Any disputes related to payments, refunds, or billing discrepancies must be reported to Dekho's customer support within **48 hours** of the transaction date.

7.10.2 Dekho will coordinate with the concerned Seller, payment partner, or Delivery Partner to resolve the issue in a fair and timely manner.

7.10.3 Dekho's determination on such payment-related disputes shall be **final and binding**.

7.11 Anti-Fraud and Transaction Monitoring

7.11.1 Dekho reserves the right to monitor all transactions for suspicious or high-risk activity, including but not limited to unusual payment patterns, multiple failed payments, or use of unauthorized cards or accounts.

7.11.2 Dekho may temporarily hold or cancel such transactions, verify Buyer identity, or request additional documentation before processing further orders.

7.11.3 Any fraudulent, deceptive, or unlawful transaction shall be reported to the relevant authorities under the **Information Technology Act, 2000** and the **Indian Penal Code, 1860**, and may result in immediate suspension of the Buyer's account.

7.12 Currency and International Payments

7.12.1 All transactions on the Dekho Platform are processed in **Indian Rupees (INR)**.

7.12.2 International payment options, if introduced in the future, shall comply with applicable **Foreign Exchange Management Act, 1999 (FEMA)** and **RBI regulations**.

7.12.3 Buyers acknowledge that cross-border currency conversion or bank fees, if applicable, shall be borne solely by the Buyer's financial institution.

7.13 Payment Data and Privacy

7.13.1 Dekho does not store or retain sensitive payment data such as complete card numbers, CVV, or UPI PINs.

7.13.2 All payment information is processed through **PCI-DSS certified payment gateways** in compliance with the **Digital Personal Data Protection Act, 2023 (DPDP Act)** and **RBI's Data Localization Guidelines**.

7.13.3 Buyers consent to the use of their payment data strictly for processing authorized transactions and resolving payment-related disputes.

7.14 No Interest or Compensation

7.14.1 Buyers acknowledge that Dekho shall not be liable to pay any interest, penalty, or compensation on delayed refunds, temporary transaction holds, or payment errors arising from technical or banking delays beyond Dekho's control.

7.15 Platform's Limited Role

7.15.1 Buyers understand that Dekho is a **digital intermediary and payment facilitator**, not a bank, lender, escrow agent, or financial institution.

7.15.2 Dekho does not provide credit, installment, or financing options unless expressly introduced in compliance with applicable financial laws.

7.15.3 By making payments through the Platform, Buyers confirm that they are transacting directly with the Seller and that Dekho's role is limited to facilitating secure payments and delivery coordination.

8. Buyer Conduct and Prohibited Activities

8.1 General Code of Conduct

8.1.1 Buyers shall use the Dekho Platform in a fair, lawful, respectful, and responsible manner and in compliance with these Terms, all applicable laws, and community standards.

8.1.2 Buyers agree not to engage in any conduct that may disrupt, abuse, or interfere with the smooth functioning of live streams, auctions, product listings, or other interactive features of the Platform.

8.1.3 Buyers shall at all times maintain civility, decorum, and courtesy when engaging with Sellers, other Buyers, or Dekho representatives during live sessions, chats, comments, or any other form of communication on the Platform.

8.2 Bidding and Auction Conduct

8.2.1 Buyers participating in auctions agree to abide by fair bidding practices and acknowledge that every bid placed is **binding and irreversible** once submitted.

8.2.2 The use of bots, auto-bidding software, or any form of artificial manipulation of the auction process is **strictly prohibited**.

8.2.3 Colluding with other Buyers or Sellers to manipulate bid outcomes, prices, or demand is a violation of these Terms and may result in immediate suspension and legal action.

8.2.4 Buyers must ensure that they have sufficient funds or credit to honor any winning bid. Non-payment after winning an auction may lead to forfeiture of the bid, temporary suspension, or permanent ban.

8.2.5 Dekho reserves the right to cancel, suspend, or void any auction suspected of fraudulent or unethical activity, with or without prior notice.

8.3 Live Stream and Communication Behavior

8.3.1 Buyers shall not use the live stream chat, comment, or messaging features to:

- a. Post abusive, defamatory, obscene, hateful, or discriminatory content
- b. Promote unrelated products, external links, or competitor platforms
- c. Spread misinformation, spam, or repetitive advertising
- d. Disrupt live sessions or harass Sellers, hosts, or other viewers.

8.3.2 Dekho may remove or moderate any comments or content that violate these Terms or community guidelines, and may suspend or block the Buyer's participation in live events.

8.3.3 Buyers acknowledge that all interactions during live streams are **public** and may be recorded, stored, or used by Dekho for moderation, compliance, or promotional purposes.

8.4 Prohibited Activities

8.4.1 Buyers shall not engage in any of the following prohibited actions:

- a. Misuse or unauthorized access to the Platform or its systems
- b. Creation of multiple or fake accounts to manipulate offers or promotions
- c. Impersonating another individual, Seller, or representative of Dekho
- d. Using the Platform for any unlawful, deceptive, or fraudulent activity
- e. Attempting to hack, disrupt, or reverse-engineer the Platform's software, databases, or APIs
- f. Uploading or sharing any virus, malware, or harmful code
- g. Circumventing Platform rules, payment systems, or bidding restrictions
- h. Posting content that infringes intellectual property rights or violates public morality

- i. Interfering with or obstructing the shipping, return, or refund process in bad faith or
- j. Using the Platform to solicit, advertise, or sell products outside Dekho's authorized systems.

8.4.2 Dekho maintains **zero tolerance** toward fraud, harassment, or abuse. Any Buyer found engaging in prohibited activities may have their account permanently terminated and may face civil and criminal liability under Applicable Laws.

8.5 Misuse of Platform Features

8.5.1 Buyers shall not exploit Dekho's live commerce features (such as comments, discounts, auctions, or rewards) for unauthorized gain or to manipulate Platform algorithms.

8.5.2 Repeated abuse of coupons, referral programs, or promotional credits may result in withdrawal of benefits, reversal of transactions, or account suspension.

8.5.3 Dekho reserves the right to withhold or revoke promotional benefits, loyalty points, or wallet credits if misuse or violation of policy is detected.

8.6 Reporting Violations

8.6.1 Buyers are encouraged to report any abusive, fraudulent, or suspicious behavior encountered on the Platform by contacting Dekho's grievance officer at **dekholiveishop@gmail.com**.

8.6.2 Reports will be investigated confidentially, and appropriate action will be taken in accordance with these Terms and the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**.

8.7 Consequences of Violation

8.7.1 Dekho reserves the right to take any or all of the following actions in response to a Buyer's violation of these Terms:

- a. Temporary or permanent suspension of the Buyer's account
- b. Cancellation of pending orders or bids
- c. Withholding or forfeiture of wallet credits or promotional benefits
- d. Restriction from participating in auctions or live streams
- e. Reporting of fraudulent or illegal conduct to law enforcement agencies and
- f. Initiation of legal action to recover losses or damages.

8.7.2 Buyers shall remain liable for any financial loss, reputational damage, or harm caused to Dekho, Sellers, or other users as a result of such violations.

8.8 Platform Moderation and Final Decision

8.8.1 Dekho reserves the right to monitor and moderate all Buyer activity on the Platform, including live chats, bidding behavior, comments, and transaction history, to maintain platform integrity and user safety.

8.8.2 Dekho's determination in relation to Buyer conduct, policy violations, and subsequent disciplinary action shall be **final and binding**.

8.9 Data, Privacy, and Recording Consent

8.9.1 Buyers acknowledge that all activities on the Dekho Platform, including live streams, comments, and bidding interactions, may be **recorded, stored, or monitored** by Dekho for moderation, safety, and compliance purposes.

8.9.2 By participating in live sessions or auctions, Buyers consent to such recordings and grant Dekho a **non-exclusive, royalty-free, worldwide license** to use such recordings (including usernames, comments, or interactions) for content moderation, dispute resolution, analytics, and promotional use, in accordance with the **Privacy Policy** and the **Digital Personal Data Protection Act, 2023 (DPDP Act)**.

8.10 Community Guidelines Reference

8.10.1 All Buyers shall adhere to Dekho's **Community Guidelines**, which outline additional behavioral standards, content posting rules, and etiquette for live sessions and auctions.

8.10.2 Repeated or serious violations of the Community Guidelines shall be treated as a breach of these Terms and may result in immediate account suspension or termination.

8.11 Misuse of Return and Refund Process

8.11.1 Buyers shall not misuse Dekho's return, replacement, or refund systems by submitting false claims, using products before returning them, or fraudulently marking deliveries as undelivered.

8.11.2 Any misuse of the return or refund process shall be treated as **fraudulent activity**, and Dekho reserves the right to recover losses, restrict access, or initiate legal proceedings under Applicable Laws.

8.13 Intellectual Property and Copyright Respect

8.13.1 Buyers shall not record, reproduce, repost, or redistribute any live streams, videos, product images, or Platform content without prior authorization from Dekho or the respective Seller.

8.13.2 Any unauthorized use of Dekho's or a Seller's intellectual property, including copying of product listings, videos, brand materials, or creative content, will be treated as **infringement** and may invite civil or criminal action under Applicable Laws.

8.14 Compliance with Applicable Law

8.14.1 Buyers shall comply with all **Applicable Laws**, including but not limited to:

- The **Information Technology Act, 2000**
- The **Consumer Protection Act, 2019** and the **Consumer Protection (E-Commerce) Rules, 2020**
- The **Digital Personal Data Protection Act, 2023** and
- Any other laws, regulations, or government guidelines relating to online behavior, privacy, and e-commerce transactions.

9. Intellectual Property Rights

9.1 Ownership of Platform Content

9.1.1 The **Dekho Platform**, including all software, code, design, trademarks, logos, trade names, interfaces, text, graphics, videos, audio, copyrights and other content or materials, whether visible or underlying, are the **exclusive property of KT Live Commerce Pvt. Ltd.** or its licensors.

9.1.2 All rights, title, and interest in and to the Platform and its content are protected under applicable **intellectual property laws of India**, including the **Copyright Act, 1957**, the **Trade Marks Act, 1999**, and the **Designs Act, 2000**.

9.1.3 Except as expressly permitted under these Terms, Buyers shall not reproduce, distribute, display, sell, license, reverse-engineer, or otherwise exploit any part of the Platform or its content without Dekho's prior written consent.

9.2 Seller and Third-Party Content

9.2.1 All product listings, brand names, logos, images, videos, or other promotional materials uploaded by Sellers remain the intellectual property of the respective Seller or their licensors.

9.2.2 Dekho provides hosting and live-streaming services as an **intermediary** and does not claim ownership of Seller content. However, Sellers grant Dekho a **limited, worldwide, non-exclusive, royalty-free license** to display, distribute, and promote such content on the Platform and affiliated marketing channels.

9.2.3 Dekho shall not be held liable for any third-party infringement claims arising out of content uploaded by Sellers, Buyers, or other users.

9.3 Buyer-Generated Content

9.3.1 Buyers may post comments, feedback, product reviews, bids, live chat messages, or other forms of user-generated content (Buyer Content) while using the Platform.

9.3.2 By submitting Buyer Content, the Buyer grants Dekho a **non-exclusive, royalty-free, worldwide, perpetual, and transferable license** to use, reproduce, display, adapt, publish, translate, and distribute such content for the purposes of operating, moderating, marketing, and improving the Platform.

9.3.3 Buyers represent and warrant that their content:

- a. Is original and does not infringe any third-party rights
- b. Does not contain any defamatory, obscene, unlawful, or misleading material and
- c. Complies with Dekho's Community Guidelines and these Terms.

9.3.4 Dekho reserves the right to remove, edit, or moderate any Buyer Content that violates these Terms or is deemed inappropriate, misleading, or harmful in any manner.

9.4 Live Stream Recordings and Usage Rights

9.4.1 All **live-stream sessions** hosted on the Dekho Platform (including video, audio, comments, and interactive elements) are recorded and stored by Dekho for moderation, compliance, and operational purposes.

9.4.2 Dekho retains full ownership and control over all live-stream recordings conducted on its Platform, including the right to archive, re-broadcast, display, or use them for **training, dispute resolution, marketing, or product improvement**, unless otherwise restricted by law.

9.4.3 Buyers participating in live streams acknowledge and consent to the recording and public use of their visible interactions (including usernames, messages, or participation) as part of such live sessions.

9.5 Trademarks and Branding

9.5.1 **Dekho**, its logos, slogans, design elements, and associated trademarks are the exclusive property of **KT Live Commerce Pvt. Ltd.**

9.5.2 Buyers shall not use Dekho's trademarks, logos, or branding materials for any commercial purpose or in any manner likely to cause confusion, deception, or dilution of brand value without prior written authorization.

9.5.3 Unauthorized use, imitation, or registration of similar domain names, brand identifiers, or deceptive marks shall constitute infringement and may result in legal action under the **Trade Marks Act, 1999**.

9.6 Copyright Infringement and Takedown Policy

9.6.1 Dekho respects the intellectual property rights of others and expects all users to do the same.

9.6.2 If any Buyer, Seller, or third party believes that content available on the Platform infringes their copyright or trademark, they may submit a written complaint to the **Grievance Officer** at **dekholiveishop@gmail.com**, including:

- a. Identification of the infringing content
- b. Proof of ownership or authorization
- c. Contact information of the complainant and
- d. A declaration that the claim is made in good faith.

9.6.3 Upon verification, Dekho may remove or disable access to the infringing content and notify the concerned user. Repeated infringement may lead to permanent account suspension.

9.7 Reservation of Rights

9.7.1 All rights not expressly granted to Buyers under these Terms are reserved by Dekho.

9.7.2 No provision in these Terms shall be interpreted as conferring any license or ownership rights to Buyers other than the limited right to access and use the Platform for lawful personal purposes.

9.8 Moral Rights and Waiver

9.8.1 Buyers and Sellers agree to waive any **moral rights** or similar rights they may have in content submitted, uploaded, or streamed on the Dekho Platform, to the extent permitted by law.

9.8.2 Dekho may modify, adapt, or reproduce such content for operational, promotional, or compliance purposes, provided such use does not misrepresent or defame the original creator.

9.9 Third-Party Integrations and Tools

9.9.1 Dekho may provide access to third-party software tools, APIs, plugins, or integrations (including but not limited to payment gateways, analytics, or social media sharing tools).

9.9.2 All intellectual property in such third-party tools remains the property of their respective owners.

9.9.3 Buyers acknowledge that their use of such tools is subject to separate third-party terms and conditions, and Dekho shall not be liable for any loss, data breach, or infringement arising from such use.

9.10 Influencer and Creator Collaborations

9.10.1 In cases where Dekho partners with influencers, creators, or brand ambassadors for live commerce or promotional content, such collaborations shall be governed by separate written agreements.

9.10.2 Unless otherwise specified, Dekho shall retain a **non-exclusive, royalty-free license** to display, reproduce, and distribute such collaborative content for promotional, educational, or marketing purposes across its media platforms.

9.11 Global Takedown and DMCA Alignment

9.11.1 While Dekho operates primarily under Indian jurisdiction, it adheres to globally recognized copyright protection principles, including those under the **Digital Millennium Copyright Act (DMCA)** framework.

9.11.2 Content owners worldwide may report potential IP violations to Dekho’s Grievance Officer by providing sufficient ownership evidence, and Dekho shall take reasonable steps to remove or restrict access to the infringing content.

9.12 Protection Against Data and Content Scraping

9.12.1 Buyers, Sellers, or any third party shall not use automated bots, crawlers, or scraping tools to extract, download, or reuse content, pricing data, or media from the Dekho Platform without written authorization.

9.12.2 Any unauthorized extraction or reuse of Platform content or data shall constitute a violation of Dekho’s intellectual property and may result in **civil or criminal action** under applicable laws, including the **Information Technology Act, 2000** and **Copyright Act, 1957**.

10. Limitation of Liability

10.1 Platform as an Intermediary

10.1.1 Dekho operates solely as an **intermediary and technology facilitator**, providing a digital platform that connects Buyers and Sellers for live commerce, product sales, and auction-based transactions.

10.1.2 Dekho does not own, produce, manufacture, warehouse, or directly sell any of the products or services listed on the Platform, nor does it guarantee their quality, merchantability, fitness for purpose, or legality.

10.1.3 All contracts of sale are directly between the Buyer and the Seller. Dekho’s role is limited to providing live-streaming, order processing, payment facilitation, and logistics coordination services.

10.2 Product and Seller Liability

10.2.1 Buyers acknowledge that all product descriptions, images, specifications, and prices are provided by the respective Sellers. Dekho does not independently verify or endorse any Seller content.

10.2.2 Dekho shall not be liable for:

- a. Any inaccuracy or misrepresentation in product listings
- b. Product defects, damages, or quality issues
- c. Non-performance or breach of contract by Sellers or
- d. Non-compliance of products with applicable laws or standards.

10.2.3 Any claims relating to product quality, warranty, or service shall be made directly against the Seller in accordance with applicable laws and the Seller's individual policies.

10.3 Third-Party Services

10.3.1 The Dekho Platform may integrate or rely on third-party services, such as:

- a. Payment gateways and aggregators
- b. Delivery and logistics providers
- c. Advertising and analytics tools and
- d. External streaming or cloud service providers.

10.3.2 Dekho shall not be responsible for any **service interruption, technical error, payment failure, or data breach** arising from such third-party systems.

10.3.3 Any loss or damage caused by such third parties shall be governed by their respective terms of service, and Buyers are encouraged to review them before use.

10.4 Live Streams, Content, and User Interactions

10.4.1 Dekho provides live-streaming and interaction tools for Buyers and Sellers. All content shared or streamed during such sessions is the responsibility of the respective participants.

10.4.2 Dekho does not endorse or guarantee the accuracy, legality, or reliability of live-stream content, Buyer comments, Seller claims, or any representations made during live sessions.

10.4.3 Buyers are advised to exercise due diligence before making purchases, placing bids, or relying on statements made in live sessions.

10.5 No Warranties

10.5.1 The Dekho Platform and all related services are provided on an **as is and as available** basis, without any express, implied, or statutory warranties of any kind.

10.5.2 Dekho disclaims all warranties, express or implied, including but not limited to:

- a. Merchantability, quality, fitness for a particular purpose
- b. Accuracy or reliability of content or listings
- c. Uninterrupted or error-free operation of the Platform and
- d. Security of transactions beyond reasonable industry standards.

10.5.3 Dekho does not guarantee that any product, service, or information obtained from the Platform will meet Buyer expectations.

10.6 Limitation of Damages

10.6.1 To the maximum extent permitted by law, Dekho, its affiliates, directors, employees, and partners shall not be liable for:

- a. Any indirect, incidental, special, consequential, or punitive damages
- b. Loss of profits, data, goodwill, opportunity, or reputation
- c. Delays, errors, or failures in transmission, delivery, or payments or
- d. Damages resulting from use or inability to use the Platform.

10.6.2 In no event shall Dekho's total aggregate liability to any Buyer exceed the **total value of the transaction or ₹5,000 (whichever is lower)**, irrespective of the nature of the claim or cause of action.

10.7 Force Majeure

10.7.1 Dekho shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to natural disasters, acts of God, war, riots, internet outages, cyberattacks, system failures, or governmental restrictions.

10.7.2 In such cases, Dekho's obligations shall be suspended for the duration of the event, and reasonable efforts will be made to resume normal operations as soon as possible.

10.8 Indemnity by Buyer

10.8.1 Buyers agree to **indemnify, defend, and hold harmless** Dekho, its affiliates, officers, employees, agents, and partners from and against any claims, damages, losses, liabilities, or expenses (including legal costs) arising out of:

- a. Violation of these Terms or applicable laws
- b. Misuse of the Platform or its features
- c. Breach of intellectual property or privacy rights of others or
- d. Fraudulent, unlawful, or abusive conduct on the Platform.

10.8.2 This indemnity obligation shall survive termination or deactivation of the Buyer's account.

10.9 Risk Acknowledgement

10.9.1 Buyers acknowledge that participation in live commerce, bidding, and digital transactions inherently involves certain risks, including pricing errors, supply chain delays, and third-party system dependencies.

10.9.2 By using the Platform, Buyers agree to assume full responsibility for such risks and to limit Dekho's liability in accordance with this Section.

10.10 Safe Harbour Protection

10.10.1 Dekho qualifies as an **intermediary** under Section 2(1)(w) of the **Information Technology Act, 2000** and operates within the scope of **Section 79 (Exemption from liability of intermediary)**.

10.10.2 Accordingly, Dekho shall not be held liable for any third-party information, data, or content hosted, displayed, or transmitted on the Platform, provided that it observes due diligence and acts promptly upon receiving actual knowledge of any unlawful activity or content, as required by the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**.

10.11 Streaming Interruptions and Technical Errors

10.11.1 Dekho shall not be liable for any interruption, lag, buffering, delay, or malfunction in live-stream sessions caused by network connectivity, internet bandwidth, or third-party streaming dependencies.

10.11.2 Buyers acknowledge that live-streaming services rely on real-time technology and third-party integrations, and occasional disruptions may occur despite reasonable precautions.

10.12 Promotional Content Disclaimer

10.12.1 Any promotional or marketing materials displayed on the Platform — including live advertisements, influencer statements, or product demonstrations — are provided for **informational and promotional purposes only**.

10.12.2 Dekho does not verify or endorse such content and shall not be responsible for any reliance placed upon statements or claims made during live commerce sessions, advertisements, or marketing campaigns.

10.13 Exclusion of Legal Costs

10.13.1 Under no circumstances shall Dekho be liable for any legal costs, attorney's fees, or consequential expenses incurred by Buyers in connection with any dispute, complaint, or claim arising from the use of the Platform.

10.14 Buyer Risk Acknowledgement

10.14.1 By accessing or using the Dekho Platform, Buyers confirm that:

- a. They understand the nature of online live commerce and auction-based sales
- b. They are voluntarily participating in such transactions at their own discretion and risk and
- c. They release Dekho from all liability associated with product choices, transaction outcomes, and platform participation, except where directly caused by Dekho's proven negligence or intentional misconduct.

11. Disclaimers and Warranties

11.1 Platform As-Is Basis

11.1.1 The Dekho Platform, including all its features, tools, live commerce services, auction interfaces, and third-party integrations, is provided on an **as is and as available** basis.

11.1.2 Dekho makes no representations or warranties of any kind, express or implied, regarding the Platform's accuracy, reliability, suitability, availability, or uninterrupted operation.

11.1.3 Buyers use the Platform and its features at their **own risk and discretion**, with full understanding of its digital and live-stream nature.

11.2 No Endorsement or Guarantee of Products

11.2.1 Dekho does not control, own, or endorse any product or Seller listed on the Platform.

11.2.2 All product descriptions, quality claims, specifications, or representations are made solely by the respective Sellers. Dekho does not verify or warrant the accuracy, completeness, or authenticity of such information.

11.2.3 Buyers acknowledge that product quality, suitability, and delivery performance are entirely the Seller's responsibility, and Dekho disclaims all related warranties or obligations.

11.3 No Guarantee of Availability or Performance

11.3.1 Dekho does not guarantee continuous, error-free, or uninterrupted access to the Platform or its live commerce services.

11.3.2 The Platform may experience temporary downtime or interruptions for reasons including but not limited to maintenance, system upgrades, network issues, or force majeure events.

11.3.3 Dekho shall not be liable for any loss, damage, or inconvenience arising from any such interruptions, technical errors, or service unavailability.

11.4 Third-Party Services and Content

11.4.1 The Platform may contain links, integrations, or access points to third-party websites, payment gateways, logistics providers, influencers, or advertisements.

11.4.2 Dekho does not control or operate such third-party services and makes no warranties regarding their performance, reliability, security, or compliance.

11.4.3 Buyers' interactions with any third-party service providers, including participation in live influencer sessions, shall be governed by the respective third party's terms and policies.

11.4.4 Dekho disclaims all liability for losses arising from third-party failures, misrepresentations, or privacy practices.

11.5 No Professional or Advisory Role

11.5.1 Any information, suggestion, or statement made on the Platform — including during live streams, product demos, or advertisements — is for **general informational and promotional purposes only**.

11.5.2 Such content shall not be construed as professional advice, warranty, or certification of product quality, performance, or compliance.

11.5.3 Buyers are solely responsible for making independent judgments and purchase decisions and are advised to verify details before relying on any information provided on the Platform.

11.6 No Warranty on User-Generated Content

11.6.1 Dekho does not guarantee the accuracy, legality, completeness, or reliability of any content generated or shared by Buyers, Sellers, or third parties through comments, reviews, live chats, or listings.

11.6.2 Any opinions, recommendations, or advice expressed by users or Sellers are their own and do not reflect Dekho's views or endorsements.

11.7 No Liability for Auction Outcomes

11.7.1 Dekho provides auction and bidding tools for user convenience but does not guarantee:

- a. The success, fairness, or final price outcome of any auction
- b. That a Buyer will win any particular bid or obtain any product at a desired value or
- c. That bids placed will not be interrupted due to system or network limitations.

11.7.2 Buyers acknowledge that auction outcomes are dependent on real-time user activity and system availability, and Dekho shall not be liable for missed bids, technical glitches, or timing errors.

11.8 Disclaimer of Implied Warranties

11.8.1 To the fullest extent permitted by law, Dekho disclaims all implied warranties, including but not limited to:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Title or ownership of third-party content and
- Accuracy or timeliness of information displayed.

11.8.2 No oral advice, written communication, or statement made by Dekho or its representatives shall create any warranty not expressly stated herein.

11.9 Platform Modification and Termination

11.9.1 Dekho reserves the right to modify, suspend, or discontinue any part of the Platform or its features at any time without prior notice.

11.9.2 Dekho shall not be liable for any loss or inconvenience caused to Buyers by such modifications or service suspensions.

11.10 Legal Compliance Disclaimer

11.10.1 While Dekho takes reasonable measures to comply with applicable laws and data protection standards, it does not warrant that the Platform will at all times be free from unauthorized access, cyber threats, or security vulnerabilities.

11.10.2 Buyers are advised to maintain updated security software and exercise caution when accessing the Platform through shared or public devices.

11.11 Data and Security Disclaimer

11.11.1 While Dekho employs commercially reasonable administrative, physical, and technical safeguards, it cannot guarantee absolute security of user data transmitted through the Platform.

11.11.2 Dekho shall not be liable for any unauthorized access, loss, alteration, or disclosure of personal data resulting from cyberattacks, third-party breaches, or user negligence.

11.11.3 Buyers acknowledge the inherent risks of online transmission and agree that they are solely responsible for protecting their login credentials and devices from unauthorized access.

11.12 Promotional Campaigns and Rewards

11.12.1 All promotional campaigns, rewards, coupons, or credits offered by Dekho are **discretionary** and subject to specific terms and availability.

11.12.2 Dekho reserves the right to modify, suspend, or terminate any campaign without prior notice and shall not be liable for expired, cancelled, or ineligible offers.

11.12.3 Buyers acknowledge that promotional benefits cannot be exchanged for cash or transferred and may expire as per applicable policy timelines.

11.13 Beta and Future Services Disclaimer

11.13.1 Dekho may introduce new, experimental, or beta features, tools, or programs to enhance user experience.

11.13.2 Such features may contain technical errors, limited functionality, or temporary availability, and are provided solely for testing or feedback purposes.

11.13.3 Dekho disclaims all warranties and liability arising from the use or performance of such beta or future features.

11.14 Regulatory Disclaimer

11.14.1 Dekho operates in accordance with applicable Indian laws however, regulatory interpretations, government notifications, or future amendments may require operational changes.

11.14.2 Dekho disclaims responsibility for any temporary unavailability, service modification, or suspension required to ensure ongoing legal and regulatory compliance.

11.15 Limitation of Reliance

11.15.1 Buyers understand that reliance on any information, representation, or content available on the Platform — including that shared during live sessions, chat interactions, or product demonstrations — is entirely at their own discretion and risk.

11.15.2 Dekho shall not be responsible for any commercial, personal, or financial decisions made by Buyers based on such reliance.

12. Termination and Suspension

12.1 Right to Suspend or Terminate

12.1.1 Dekho reserves the right to **suspend, restrict, deactivate, or permanently terminate** a Buyer's account or access to the Platform, with or without notice, in any of the following circumstances:

- a. Violation of these Terms or other Platform policies
- b. Breach of applicable laws or third-party rights
- c. Suspected fraudulent, abusive, or deceptive activity
- d. Non-payment of dues or failed transactions
- e. Misuse of live commerce, bidding, or refund systems
- f. False claims, harassment, or manipulation of Sellers or other users
- g. Multiple account creation or use of automated tools
- h. Repeated cancellation of confirmed orders without valid reason or
- i. Any conduct that, in Dekho's reasonable judgment, may harm its reputation, operations, or users.

12.1.2 Dekho may take such action immediately and without prior notice in cases of serious violations, fraud, or unlawful activity.

12.2 Temporary Suspension

12.2.1 Dekho may temporarily suspend Buyer access to specific features, such as live bidding, coupon use, or wallet transactions, if suspicious or irregular activity is detected.

12.2.2 Such suspension shall remain in effect until completion of internal verification, security review, or compliance checks.

12.3 Effect of Termination

12.3.1 Upon termination or suspension of an account:

- a. All pending orders, bids, and wallet balances may be reviewed, cancelled, or withheld at Dekho's discretion
- b. Buyers shall remain liable for any outstanding payments, dues, or disputes existing prior to termination
- c. Access to purchase history, chat logs, or live session participation may be restricted and
- d. Promotional credits or rewards associated with the account shall stand forfeited.

12.3.2 Termination of a Buyer's account shall not affect any legal rights or obligations that accrued prior to termination.

12.4 Voluntary Account Deactivation

12.4.1 Buyers may request voluntary **account deactivation or deletion** by contacting Dekho's support team or grievance officer via **dekholiveshop@gmail.com**.

12.4.2 Upon such request, Dekho shall initiate deactivation and delete personal data in accordance with its **Privacy Policy** and the **Digital Personal Data Protection Act, 2023**, except where retention is required for:

- a. Legal or regulatory compliance
- b. Taxation or audit purposes or
- c. Dispute resolution or fraud prevention.

12.4.3 Once deleted, account data cannot be restored, and all associated balances, credits, or order history shall be permanently erased.

12.5 Reinstatement of Account

12.5.1 Buyers whose accounts have been suspended or deactivated may seek reinstatement by submitting a written request with supporting documentation, where applicable.

12.5.2 Dekho reserves full discretion to approve or reject reinstatement requests after reviewing the nature of the violation and Buyer conduct.

12.5.3 Reinstated accounts may be subject to probationary monitoring or restricted access to certain features for a specified period.

12.6 Post-Termination Obligations

12.6.1 Termination or deactivation of an account does not release the Buyer from:

- a. Any payment obligations due prior to termination
- b. Responsibility for any ongoing dispute or claim or
- c. Compliance with confidentiality, intellectual property, or indemnity provisions outlined in these Terms.

12.6.2 Dekho reserves the right to retain anonymized or non-personal data generated through Buyer activity for statistical, analytical, or operational improvement purposes, in accordance with applicable data protection laws.

12.7 Termination for Regulatory or Legal Reasons

12.7.1 Dekho may suspend or terminate access to the Platform, or specific features thereof, in compliance with legal, regulatory, or governmental directives.

12.7.2 In such cases, Dekho shall not be held liable for any inconvenience, loss, or claim arising from compliance-driven account termination or access restriction.

12.8 Effect on Ongoing Orders and Refunds

12.8.1 If a Buyer's account is terminated while orders or refunds are in process, Dekho may hold the corresponding payments until final verification is completed.

12.8.2 In cases where Buyer misconduct or fraud is established, Dekho reserves the right to withhold refunds, cancel pending transactions, or recover losses from the Buyer.

12.9 No Limitation on Dekho's Rights

12.9.1 The suspension or termination rights under this Section are in addition to, and not in substitution of, any other rights or remedies available to Dekho under applicable law or equity.

12.9.2 Dekho's determination of a Buyer's violation and the resulting disciplinary action shall be **final and binding**.

12.10 Notice and Opportunity to Respond

12.10.1 Except in cases involving fraud, illegal activity, or urgent security risks, Dekho may, at its discretion, issue a written notice to the Buyer explaining the reason for suspension or termination.

12.10.2 Buyers may respond or clarify their position within a reasonable time period specified in the notice.

12.10.3 If the Buyer fails to provide a satisfactory explanation within the stipulated time, Dekho may proceed with permanent termination of the account.

12.11 Dormant or Inactive Accounts

12.11.1 Dekho reserves the right to deactivate or delete Buyer accounts that remain inactive for a continuous period of **12 months** or more.

12.11.2 Prior notice may be sent to the registered email address or mobile number before deactivation.

12.11.3 Any unused credits, wallet balances, or promotional offers linked to dormant accounts shall be forfeited upon deletion.

12.12 No Compensation or Damages

12.12.1 Buyers acknowledge that suspension or termination of their account, whether voluntary or initiated by Dekho, shall not entitle them to any compensation, damages, or restitution for loss of opportunity, goodwill, data, or business.

12.13 Data Portability

12.13.1 Upon termination or deletion of an account, Buyers may request a copy of their basic personal data and purchase history (excluding live interactions, third-party analytics, or proprietary data) in a **machine-readable format**, where feasible.

12.13.2 Such data portability requests shall be processed in compliance with the **Digital Personal Data Protection Act, 2023**, subject to user verification and legal limitations.

12.14 Fraudulent Refunds and Legal Action

12.14.1 In cases of refund abuse, chargeback fraud, or false claims of non-delivery, Dekho reserves the right to:

- a. Withhold refunds or wallet balances
- b. Recover losses through payment recovery mechanisms
- c. Share relevant information with payment partners or authorities and
- d. Initiate legal or law enforcement action under applicable laws, including the **Information Technology Act, 2000** and the **Indian Penal Code, 1860**.

13. Governing Law, Jurisdiction & Dispute Resolution

13.1 Governing Law

13.1.1 These Buyer Terms and Conditions and any dispute, claim, or controversy arising from or related to the use of the Dekho Platform shall be governed by and construed in accordance with the **laws of India**, without regard to its conflict of law principles.

13.1.2 The interpretation, validity, and performance of these Terms shall specifically be governed by:

- a. The **Indian Contract Act, 1872**
 - b. The **Information Technology Act, 2000** and the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**
 - c. The **Consumer Protection Act, 2019** and the **Consumer Protection (E-Commerce) Rules, 2020**
 - d. The **Digital Personal Data Protection Act, 2023 (DPDP Act)** and
 - e. Any other laws, rules, or regulations currently in force in India.
-

13.2 Exclusive Jurisdiction

13.2.1 Subject to the dispute resolution process outlined herein, the courts at **Indore, Madhya Pradesh, India**, shall have **exclusive jurisdiction** over any dispute or claim arising out of or in connection with these Terms, the use of the Dekho Platform, or any transaction carried out through it.

13.2.2 Buyers expressly agree that Indore shall be the sole and exclusive forum for the resolution of any legal proceedings, to the exclusion of all other jurisdictions.

13.3 Dispute Resolution Framework

13.3.1 Dekho aims to resolve all Buyer complaints and disputes **amicably and efficiently** through a structured internal redressal process before involving any legal or external forum.

13.3.2 All disputes shall follow the **multi-tier process** described below:

Stage 1 – Internal Resolution

13.3.2.1 Buyers shall first contact Dekho’s **Customer Support** team at **dekholiveishop@gmail.com** with a clear description of the issue, order details, and supporting documentation (if any).

13.3.2.2 Dekho shall acknowledge the complaint within **48 hours** and attempt to resolve it within **7 working days**, in accordance with the **Consumer Protection (E-Commerce) Rules, 2020**.

Stage 2 – Grievance Officer Escalation

13.3.2.3 If the Buyer is not satisfied with the Stage 1 resolution, the matter may be escalated in writing to Dekho’s appointed **Grievance Officer**:

Grievance Officer

KT Live Commerce Pvt. Ltd. (Dekho)
60, New Dewas Road, Indore, Madhya Pradesh, India
✉ **dekholiveishop@gmail.com**

13.3.2.4 The Grievance Officer shall investigate and provide a written response within **15 days** from the date of escalation, as required by Rule 3(2) of the **IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**.

Stage 3 – Mediation (Optional Pre-Arbitration)

13.3.2.5 If the dispute remains unresolved, both parties may voluntarily attempt **mediation** before a mutually appointed neutral mediator based in Indore, under the **Mediation Act, 2023**.

13.3.2.6 The mediation process shall be confidential, informal, and conducted in good faith. If mediation fails within **30 days**, the matter shall proceed to arbitration.

Stage 4 – Arbitration

13.3.2.7 Any unresolved dispute shall be finally settled by **binding arbitration** in accordance with the **Arbitration and Conciliation Act, 1996** (as amended).

13.3.2.8 The arbitration shall be conducted by a **sole arbitrator**, jointly appointed by both parties. If the parties cannot agree within 15 days, the arbitrator shall be appointed per Section 11 of the Act by a competent authority in Indore.

13.3.2.9 The **seat and venue** of arbitration shall be **Indore, Madhya Pradesh**.

13.3.2.10 The proceedings shall be conducted in the **English language**.

13.3.2.11 The arbitrator's decision shall be **final and binding** upon both parties.

13.4 Class Action Waiver

13.4.1 Buyers agree that all claims must be brought in an individual capacity and that **no class, collective, or representative actions** may be initiated against Dekho or its affiliates.

13.4.2 Any claim or cause of action arising under these Terms must be filed within **one (1) year** after the cause of action accrues, failing which it shall be permanently barred.

13.5 Injunctive Relief

13.5.1 Notwithstanding the arbitration clause, Dekho may seek **temporary or permanent injunctive or equitable relief** in courts located at Indore to prevent misuse of its intellectual property, data, or Platform.

13.5.2 Such relief shall not delay or preclude arbitration for remaining disputes.

13.6 Governing Language

13.6.1 These Terms are drafted in **English**, which shall be the sole governing language for interpretation and enforcement.

13.6.2 Any translation is provided for convenience only and shall not override the English version in case of conflict.

13.7 Severability

13.7.1 If any provision of these Terms or this Section is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

13.8 Costs of Arbitration

13.9.1 Each party shall bear its own legal costs and expenses incurred in the arbitration.

13.9.2 The arbitrator's fees and administrative expenses shall be shared equally by both parties, unless otherwise directed in the final award.

13.9 Consumer Exception

13.10.1 Nothing in this Section shall restrict a Buyer's right to approach the **Consumer Disputes Redressal Commission** having jurisdiction under the **Consumer Protection Act, 2019** for legitimate consumer grievances.

13.10 Notice of Dispute

13.11.1 Before initiating arbitration, the aggrieved party shall issue a **written Notice of Dispute** describing the nature of the claim, relevant facts, and proposed resolution to the other party's registered address or official email.

13.11.2 The recipient shall have **15 days** to respond before any further proceedings commence.

13.11 Recognition of Electronic Records

13.12.1 Buyers agree that all communications, notices, and records exchanged electronically through the Dekho Platform or via registered email shall constitute valid and legally enforceable documents under **Section 4 of the Information Technology Act, 2000**.

13.12 International Users

13.13.1 The Dekho Platform is controlled and operated from India.

13.13.2 Users accessing the Platform from outside India do so at their own initiative and are responsible for compliance with local laws, if applicable.

13.13.3 Dekho makes no representation that its Platform or content is appropriate or lawful in other jurisdictions.

14. LIVE COMMERCE, AUCTION & BIDDING RULES

14.1 General Overview

14.1.1 The Dekho Platform provides interactive live commerce, auction, and bidding features that enable Buyers to participate in real-time or timed online sales hosted by Sellers, influencers, or authorized brand partners (Live Commerce Services).

14.1.2 These Rules govern all Buyer participation in live sessions, auctions, bids, and any resulting purchase transactions conducted on the Dekho Platform.

14.1.3 By joining a live session, placing a bid, commenting, or making any purchase through live commerce or auction features, the Buyer acknowledges that they have read, understood, and agree to be bound by these Rules along with the **Buyer Terms & Conditions**, **Privacy Policy**, **Content Policy**, and **Refund and Return Policy** of Dekho.

14.2 Eligibility

14.2.1 Only registered Buyers with verified accounts are eligible to participate in live commerce or auction sessions.

14.2.2 Dekho reserves the right to verify the Buyer's identity, age, and payment information before granting access to certain live streams or auction events.

14.2.3 Use of multiple accounts, false credentials, or third-party accounts to participate in live or auction events is strictly prohibited and may lead to immediate suspension or termination of the user's access to the Platform.

14.3 Auction Formats

14.3.1 Dekho may host the following types of auctions:

- a. **Live Auctions** – Real-time interactive auctions conducted during live streams.
- b. **Timed Auctions** – Bidding remains open for a pre-defined duration.
- c. **Reserve Auctions** – Auctions where Sellers specify a confidential minimum reserve price.
- d. **Buy-Now Options** – Fixed-price purchase available during or after an auction.

14.3.2 The specific auction format, bidding rules, and applicable terms for each product shall be clearly displayed on the product or auction page prior to commencement.

14.4 Bidding Process

14.4.1 All bids must be placed through the official Dekho Platform using the Buyer's registered account.

14.4.2 Each bid placed constitutes an **irrevocable offer** to purchase the product at the bid amount, subject to Seller acceptance and applicable laws.

14.4.3 Once submitted, bids **cannot be withdrawn, edited, or cancelled** by the Buyer except in cases of proven system error or fraudulent activity, verified by Dekho's internal review.

14.4.4 Buyers are responsible for maintaining a stable internet connection and ensuring their device and account remain operational during the auction. Dekho shall not be responsible for missed or delayed bids due to connectivity issues.

14.5 Bid Increments and Auto-Bidding

14.5.1 Minimum bid increments applicable for each auction shall be displayed during the bidding session.

14.5.2 Buyers may use an **auto-bidding feature** (if enabled) to set a maximum limit. The system will automatically increase the Buyer's bid in the smallest allowable increment until the limit is reached.

14.5.3 In case of simultaneous bids of the same amount, the **earliest valid bid** recorded by Dekho's official server timestamp shall prevail.

14.6 Winning Bids and Confirmation

14.6.1 The highest valid bid at or above the reserve price (if applicable) at the end of the auction will be declared the **Winning Bid**.

14.6.2 Once declared the winner, the Buyer is legally obligated to complete the purchase and make full payment within the time specified on the Platform.

14.6.3 Failure to make payment within the prescribed period may result in:

- a. Forfeiture of deposits or advance payments
- b. Suspension from future auctions and
- c. Legal recovery of damages as permitted under applicable law.

14.6.4 Upon conclusion of the auction, a binding contract of sale is deemed to exist **directly between the Buyer and the Seller**, with Dekho acting solely as a facilitating intermediary.

14.7 Payments and Settlement

14.7.1 All payments for winning bids shall be processed through Dekho's authorized payment gateways, in accordance with Section 8 of these Terms.

14.7.2 Dekho may hold payments in escrow until successful confirmation of dispatch and delivery from the Seller.

14.7.3 In case of payment failure, Dekho reserves the right to offer the product to the next highest bidder or cancel the auction at its discretion.

14.8 Seller Responsibilities

14.8.1 Sellers are solely responsible for the following:

- a. The authenticity, legality, and ownership of products listed for auction
- b. The accuracy and completeness of product information
- c. Prompt and proper fulfillment of confirmed sales and
- d. Compliance with all applicable laws and Dekho policies.

14.8.2 Dekho does not independently verify product condition, authenticity, or Seller claims.

14.9 Dekho's Role and Liability

14.9.1 Dekho acts solely as a **neutral intermediary**, providing the technological platform for auctions and live commerce.

14.9.2 Dekho does not act as an agent, guarantor, or representative of either Buyer or Seller.

14.9.3 Dekho shall not be liable for:

- a. Missed bids or delays due to internet or device failure
- b. Seller misrepresentation, non-fulfillment, or product issues
- c. Cancellation or withdrawal of auctions by Sellers or
- d. Technical errors or interruptions beyond Dekho's control.

14.10 Auction Misconduct

14.10.1 Any of the following behaviors shall constitute **auction misconduct** and may lead to permanent suspension or legal action:

- a. Placing fake or manipulative bids (shill bidding)
- b. Colluding with Sellers or other Buyers to alter auction results
- c. Using bots, automation, or unauthorized tools
- d. Harassment or abusive behavior during live sessions
- e. Disclosure of confidential bidding information.

14.10.2 Dekho reserves the right to cancel bids or void transactions where misconduct is detected.

14.11 Cancellation or Technical Errors

14.11.1 Dekho may cancel, pause, or reschedule auctions in cases of:

- a. Technical or network malfunctions
- b. Fraudulent activity or policy violations or
- c. Errors in product listings or Seller unavailability.

14.11.2 Dekho shall not be liable for losses resulting from such cancellations or delays.

14.12 Auction Dispute Resolution

Disputes arising from auction transactions shall follow the internal redressal process under Section 13. Dekho may facilitate resolution but is not obligated to adjudicate Buyer-Seller disputes.

14.13 Auction Records

14.13.1 Dekho's server logs, timestamps, and bidding data shall be **final and conclusive** evidence of auction outcomes.

14.13.2 Such electronic records are admissible under **Section 65B of the Indian Evidence Act, 1872** and **Section 4 of the Information Technology Act, 2000**.

14.14 Refunds and Forfeitures

14.14.1 If a Seller fails to deliver the auctioned product, Dekho may issue a refund as per its Refund Policy.

14.14.2 If the Buyer fails to honor a winning bid, any deposit or advance shall be forfeited as liquidated damages.

14.15 Compliance and Jurisdiction

14.15.1 All auctions shall comply with Indian laws, including the **Contract Act, Consumer Protection Rules, and IT Act**.

14.15.2 All auction-related disputes shall fall under the **exclusive jurisdiction of courts in Indore, Madhya Pradesh**.

14.16 Auction Deposits or Pre-Authorization

Dekho may require refundable security deposits or pre-authorized payments before participation. Non-winning deposits will be refunded defaults will result in forfeiture.

14.17 Auction Time Synchronization

Dekho's official server time governs all auction and bidding events. Its timestamp shall be **final and binding** in the event of discrepancies.

14.18 Reserve Price Confidentiality

The reserve price, if applicable, shall remain confidential and undisclosed to Buyers. Auctions may close without a sale if the reserve price is unmet.

14.19 Buyer Conduct in Live Streams

14.19.1 Buyers must behave courteously and refrain from offensive, spam, or abusive comments during live sessions.

14.19.2 Dekho may remove any Buyer violating community standards without notice.

14.20 Seller Withdrawal or Cancellation

Sellers may withdraw items only before the auction starts. Once active, withdrawal is allowed only for legitimate reasons such as product damage or legal restriction.

14.21 Taxes and Compliance

All prices include applicable **GST** unless otherwise stated. Buyers are responsible for any import duties or state-level taxes.

14.22 Intellectual Property Rights

All live auction footage, chat content, and bidding data are the **exclusive property of Dekho**. Dekho reserves perpetual rights to use such content for compliance, promotion, and analytics.

14.23 Cancellation of Results

Dekho may void auction results if manipulation, fraud, or technical malfunction occurred. Dekho's determination shall be **final and binding**.

LIVE COMMERCE RULES

14.24 Definition and Scope

Live Commerce includes all real-time sales, demonstrations, or marketing broadcasts hosted by Sellers, brands, or influencers on Dekho. These rules apply to all such interactions.

14.25 Eligibility

Only verified Sellers, brand partners, or authorized influencers may host live sessions. Buyers must use verified accounts to engage or purchase.

14.26 Conduct During Live Sessions

All participants must maintain respectful and lawful behavior.

Prohibited actions include:

- a. Abusive, obscene, or discriminatory comments
- b. Spam or promotion of external links
- c. Disclosure of personal data
- d. Misleading or deceptive statements.

Dekho moderators may remove or block violators immediately.

14.27 Seller and Host Responsibilities

14.27.1 Hosts must provide accurate product details, disclose paid promotions, and comply with consumer and advertising laws.

14.27.2 Medical, therapeutic, or safety claims must be backed by valid certification.

14.27.3 Misleading or false representations may result in penalties or suspension.

14.28 Content Ownership

All live video, chat, and session data belong exclusively to Dekho. Participants consent to recording and limited public visibility of their usernames and comments.

14.29 Technical Integrity

Dekho is not liable for buffering, lag, or outages affecting live session quality. All timestamps are governed by Dekho's official server time.

14.30 Prohibited Content

Prohibited during live commerce sessions:

- a. Adult, violent, or obscene material
 - b. Counterfeit, illegal, or restricted goods
 - c. Unverified health or drug products
 - d. Political, hate, or religious propaganda
 - e. Copyrighted works without permission.
-

14.31 Gifts, Discounts, and Offers

Promotional codes, flash deals, or giveaways announced during live streams are valid only for the duration stated. Dekho does not guarantee post-session availability.

14.32 Reporting and Enforcement

Violations can be reported via the in-app mechanism or **dekholiveishop@gmail.com**. Dekho will review reports within **48 hours** and may suspend or escalate to authorities.

14.33 Influencer and Affiliate Guidelines

Influencers and affiliates must comply with **ASCI Influencer Advertising Guidelines (2021)**. All paid promotions must be clearly tagged (#Ad, #Sponsored, or #Collaboration).

14.34 Age and Restricted Products

Only users **18 years or older** may host or purchase through live sessions or auctions. Restricted products (e.g., alcohol, tobacco, adult items, weapons) are prohibited.

14.35 Archival and Retention

Dekho may retain live-stream archives for up to **180 days** for compliance and dispute resolution.

14.36 Data Protection and Privacy

Dekho may collect viewing data, chat logs, and engagement metrics during sessions. Such data shall be processed in compliance with Dekho's **Privacy Policy** and the **DPDP Act, 2023**.

14.37 Moderation and Algorithmic Transparency

Dekho uses automated tools and human moderators to ensure fair and safe live commerce. While reasonable care is taken, not all violations may be detected instantly.

14.38 Cross-Platform Integrations

If live sessions are simultaneously broadcast on third-party platforms (e.g., Instagram, YouTube), those platforms' terms shall apply. Dekho is not responsible for external moderation or data practices.

15. LIMITATION OF LIABILITY

15.1 To the maximum extent permitted by applicable law, **Dekho (KT Live Commerce Pvt. Ltd.)**, its directors, officers, employees, affiliates, partners, licensors, and agents shall **not be liable** for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to:

- a. Loss of profits, revenue, goodwill, or reputation
- b. Loss of data, business opportunity, or anticipated savings
- c. Service interruptions, errors, or unauthorized access to Buyer data
- d. Technical failures, network outages, or delays in live streams or auctions
- e. Any act, omission, or misrepresentation by Sellers, influencers, or third-party service providers.

15.2 In no event shall Dekho's total cumulative liability for all claims relating to the Buyer's use of the Platform exceed the total amount paid by the Buyer to Dekho (if any) for the specific transaction giving rise to such claim.

15.3 Dekho shall not be responsible for any delay or failure to perform its obligations due to causes beyond its reasonable control, including but not limited to natural disasters, internet downtime, cyberattacks, or government restrictions.

15.4 Buyers expressly acknowledge that the use of the Platform, participation in auctions, and viewing of live commerce sessions are at their **own sole risk**, and the Platform is provided on an **as-is and as-available** basis.

16. INDEMNITY

16.1 The Buyer agrees to indemnify, defend, and hold harmless **Dekho (KT Live Commerce Pvt. Ltd.)**, its officers, employees, affiliates, licensors, and service partners from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to:

- a. The Buyer's use or misuse of the Platform

- b. Violation of these Terms or any applicable law
- c. Infringement of intellectual property or other third-party rights
- d. Any false or misleading statements made during live sessions or auctions
- e. Buyer's participation in illegal, abusive, or fraudulent activity or
- f. Any breach of the Privacy Policy or data misuse caused by the Buyer.

16.2 Dekho reserves the right, at its sole discretion and expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by the Buyer.

16.3 The Buyer shall not settle any matter without Dekho's prior written consent.

17. PRIVACY AND DATA USAGE

17.1 Dekho respects Buyer privacy and processes all personal data in accordance with the **Digital Personal Data Protection Act, 2023 (DPDP Act)** and its own **Privacy Policy**.

17.2 By accessing or using the Platform, the Buyer consents to the collection, use, storage, and disclosure of personal information, including but not limited to:

- a. Account and identity details
- b. Payment and transaction records
- c. Device, log, and location data
- d. Engagement data during live streams (views, chats, reactions, etc.).

17.3 Dekho may use Buyer data for the following legitimate purposes:

- a. To process and complete transactions
- b. To improve Platform functionality and user experience
- c. For marketing, promotional, and analytical purposes
- d. To comply with legal, regulatory, or governmental requirements and
- e. For fraud prevention, dispute resolution, and platform security.

17.4 Buyer information will be shared only with:

- a. Authorized Sellers, delivery partners, and payment processors to complete transactions
- b. Regulatory or law-enforcement authorities upon lawful request
- c. Marketing or analytics vendors (in anonymized or aggregated form).

17.5 Buyers have the right to:

- a. Access, correct, or delete their data (subject to law)
- b. Withdraw consent for marketing communications and
- c. Request account deletion under Section 12 (Termination).

17.6 Dekho implements commercially reasonable technical and organizational measures to protect Buyer data against unauthorized access, loss, or disclosure. However, Dekho cannot guarantee absolute security of internet-based data transmission.

17.7 All privacy-related grievances will be handled by Dekho's appointed **Data Protection Officer or Grievance Officer**, as provided below.

18. GRIEVANCE REDRESSAL MECHANISM

18.1 In compliance with **Rule 3(2) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**, Dekho has appointed a **Grievance Officer** to address user complaints and regulatory queries.

Grievance Officer

KT Live Commerce Pvt. Ltd. (Dekho)

Address: 60, New Dewas Road, Indore, Madhya Pradesh, India

Email: dekholiveishop@gmail.com

18.2 The Grievance Officer shall acknowledge all complaints within **48 hours** and resolve them within **15 days** from the date of receipt, unless further time is required under applicable law.

18.3 The Grievance Officer shall handle issues including, but not limited to:

- a. Content-related grievances
- b. Data privacy concerns
- c. Payment or refund disputes
- d. Account suspension or termination
- e. Misuse or fraudulent activity reports.

18.4 Buyers may also escalate unresolved complaints through the internal redressal framework described in **Section 13 (Dispute Resolution)**.

19. MISCELLANEOUS PROVISIONS

19.1 Entire Agreement:

These Terms, along with Dekho's linked policies (Privacy, Refund, Shipping, and Content), constitute the entire agreement between the Buyer and Dekho and supersede all prior communications or understandings.

19.2 Relationship Disclaimer:

Nothing in these Terms shall create a partnership, joint venture, employment, or agency relationship between the Buyer and Dekho. Buyers act solely as end-users.

19.3 Assignment:

Dekho may assign or transfer its rights and obligations under these Terms to any affiliate or

successor entity. Buyers shall not assign or transfer their rights without prior written consent from Dekho.

19.4 **Force Majeure:**

Dekho shall not be held liable for failure or delay in performance of its obligations due to events beyond its reasonable control, including natural disasters, technical failures, cyber incidents, strikes, or regulatory restrictions.

19.5 **Policy Hierarchy:**

In the event of any inconsistency between these Terms and any other Dekho policy, the order of precedence shall be:

- (1) Buyer Terms & Conditions,
- (2) Privacy Policy,
- (3) Refund & Return Policy,
- (4) Content & Community Policy.

19.6 **Notices & Communication:**

All legal notices and communications to Dekho shall be sent via email to **dekholiveishop@gmail.com**. Dekho may communicate with Buyers via registered email, SMS, app notifications, or Platform postings.

19.7 **Severability:**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full effect.

19.8 **Survival:**

All clauses relating to Limitation of Liability, Indemnity, Governing Law, Data Protection, and Dispute Resolution shall survive termination or expiration of these Terms.

20. ACCEPTANCE AND ELECTRONIC CONTRACT

20.1 These Buyer Terms & Conditions constitute a legally binding **electronic contract** under the **Information Technology Act, 2000**, and are valid without physical signature.

20.2 By accessing, registering, or using the Dekho Platform, the Buyer confirms that they have read, understood, and agreed to these Terms electronically.

20.3 Continued access or use of the Platform constitutes ongoing acceptance of these Terms and any future amendments posted by Dekho.

20.4 Buyers are advised to regularly review these Terms and related policies. Any changes will be effective immediately upon posting on the Platform.

21. ADDITIONAL PLATFORM-LEVEL PROVISIONS

21.1 Buyer Conduct and Community Guidelines

Buyers agree to comply with Dekho's **Community & Content Policy**, which governs all behavior on live streams, comment sections, chatrooms, reviews, and other user-generated areas. Abusive, threatening, defamatory, or unlawful content may lead to immediate suspension, content removal, or account termination.

21.2 Platform Intellectual Property Notice

All intellectual-property rights in the Dekho Platform—including the trademark **Dekho**, logos, app design, software, databases, graphics, and other content—are the exclusive property of **KT Live Commerce Pvt. Ltd.**

Buyers shall not copy, modify, reproduce, or distribute any Platform material without prior written consent.

21.3 Third-Party Service Disclaimer

The Platform may integrate services from third parties (e.g., payment gateways, shipping APIs, streaming partners).

Dekho does not control or guarantee their performance, security, or accuracy and shall not be liable for interruptions or losses arising from their use.

21.4 Payment-Gateway Dispute Escalation

In case of unresolved payment or transaction issues, Buyers may raise a complaint first through Dekho's in-app helpdesk.

If still unresolved, Buyers may approach the respective payment-gateway grievance officer or, where applicable, the **RBI Ombudsman** under the Reserve Bank of India's guidelines.

21.5 Marketing-Communication Opt-Out

Buyers may opt out of promotional emails, SMS, or push notifications at any time by adjusting notification settings in the app or by emailing **dekholiveishop@gmail.com** with the subject line Opt Out of Marketing.

Transactional or service-related communications will continue as required for operational purposes.

21.6 Security-Breach Notification

In the unlikely event of a personal-data breach affecting Buyer information, Dekho shall notify affected users and, where required, the appropriate authorities under the **Digital Personal Data Protection Act, 2023**.

Dekho will take prompt corrective measures and cooperate with regulators.

21.7 Consumer-Helpline Disclosure

In addition to Dekho's grievance process, Buyers may contact the **National Consumer Helpline** at **1800-11-4000** or visit www.consumerhelpline.gov.in for independent consumer assistance under the **Consumer Protection Act, 2019**.

21.8 Governing Language

These Terms are drafted in the **English language**.

If translated into any other language, the English version shall prevail in case of inconsistency or dispute.

21.9 Temporary Platform Suspension

Dekho may, without prior notice, restrict or suspend Platform access (in whole or in part) to comply with government directions, perform maintenance, or implement technical upgrades. Dekho shall restore services as soon as reasonably practicable.

21.10 Amendments and Version Control

Dekho reserves the right to modify or update these Terms and linked policies from time to time. The latest version shall always be available on the Platform with the notation **Last Updated on [insert date]**.

Continued use of the Platform after such update constitutes acceptance of the revised Terms.

21.11 International Users

If the Platform is accessed from outside India, Buyers are responsible for compliance with local laws.

Transactions are governed exclusively by Indian law, and all prices are denominated in Indian Rupees (INR) unless otherwise stated.

21.12 Export-Control and Sanctions Compliance

Buyers and Sellers shall not use the Platform to sell or purchase goods or services in violation of applicable export-control laws, trade restrictions, or government sanctions, whether of India or any other jurisdiction.

21.13 Investor and Affiliate Safe-Harbour

No investor, shareholder, affiliate, director, or officer of **KT Live Commerce Pvt. Ltd.** shall bear personal liability for any operational act, omission, or transaction conducted through the Dekho Platform.

All liabilities, if any, are limited to the company entity itself.

21.14 Arbitration Framework

Unless otherwise agreed, all arbitration proceedings under these Terms shall be conducted in accordance with the **Arbitration and Conciliation Act, 1996**.

The seat and venue of arbitration shall be **Indore, Madhya Pradesh**, and the language shall be English.

21.15 Export of Data or Cross-Border Transfers

If Buyer data is processed or stored outside India, such transfers shall occur only in compliance with the **DPDP Act 2023** and applicable government notifications.

Dekho ensures equivalent protection standards for data processed abroad.

21.16 Platform Version and Contact

Current Version: v **1.0** / Last Updated **[Insert Month and Year]**

For any clarification regarding these Terms, Buyers may contact:

KT Live Commerce Pvt. Ltd. (Dekho)

Email: **dekholivehop@gmail.com**

Address: 60, New Dewas Road, Indore, Madhya Pradesh, India