



TERMS AND CONDITIONS FOR SALE AND DELIVERY OF REWARD POINTS

These "Terms And Conditions For Sale and Delivery of Reward Points" shall apply to all **Members** of **91SPRINGBOARD BUSINESS HUB PRIVATE LIMITED** (hereafter referred to as "91springboard") requesting **REWARDKART TECHNOLOGIES INTERNATIONAL PRIVATE LIMITED** (hereafter referred to as "REWARDKART", "we", "us") which is listed as a Partner in the BOOSTERS Program to Issue "Reward Points" to their Employees, Channel Partners, Customers, Consumers or other Beneficiaries, which can be redeemed for digital gift cards, branded merchandise, other products, gifts and rewards listed on <https://instagifts.rewardkartshop.in> an online web portal which is owned, operated, and managed by REWARDKART.

DEFINITIONS

Members shall mean companies that operate from any of the co-working premises of 91springboard within India, which are institutions or entities that are incorporated under the Indian Companies Act or a registered Partnership or Proprietorship firm with a valid GST number. Once approved by Rewardkart, a Member is given access to make order requests for Reward Points on behalf of their companies or entities.

Beneficiaries or End Users shall mean individuals or groups of individuals such as employees, customers, consumers, channel partners, dealers, distributors, advisors, influencers, etc who will receive Reward Points as and when requested by the Members which will be credited in their virtual account created by REWARDKART on <https://instagifts.rewardkartshop.in>. Beneficiaries will be allowed access when they use their login credentials and redeem their Reward Points for products listed on the Reward Redemption Catalogue. Beneficiaries will also be allowed to pay through their own source of funds using a Payment Gateway subject to the terms and conditions as defined by REWARDKART from time to time.

Reward Point/s shall mean redeemable units valued at 1 INR per point which are credited to a Beneficiary or End User account as requested by a Member, from time to time in recognition of a behavior, reward or as an incentive for performance that contributes to the growth of the Customer's company; Reward Points can also be issued by Rewardkart to a Beneficiary or End User as a reward for spends made by the End Users or for sales promotions on other Rewardkart products. Such Reward Points can be redeemed for "Rewards" listed on the Reward Redemption Catalogue hosted online by REWARDKART. Reward Points have a validity of 1 year from their date of issue.

Rewards shall mean digital gift cards or other digital products, branded merchandise or other physical products which can be claimed by Beneficiaries or End Users as a reward by redeeming their Reward Points.

Reward Redemption Catalogue shall mean the web portal <https://instagifts.rewardkartshop.in> where Beneficiaries or End Users of Members can redeem their Reward Points.

Campaigns shall mean any instance whenever a Member wants to recognize a calendar event such as birthdays, annual days, etc or a behavior or an incentive offered in lieu of the performance by Beneficiaries during a stipulated time. Such Campaign Logos if uploaded by the Member at the time of requesting Reward Points will be displayed to the Beneficiaries when they login to their account.

Digital Signature shall mean any name or signature or acceptance of the terms and conditions of this agreement by checking a box whenever the Member places a request to Issue Reward Points.



1. Internet Based Purchasing System

- 1.1. Any purchase of goods on <https://instagifts.rewardkartshop.in> is part of an internet-based purchasing system in which several Customers purchase products such as digital products, physical goods, branded merchandise, or services which are to fulfill various requirements such as rewards, gifts, incentives and compliments.
- 1.2. The internet-based purchasing system is made available by Rewardkart to facilitate the purchase and delivery of products sold by registered brands, manufacturers suppliers. Rewardkart is neither responsible nor liable for any quality deliverables of such products.

2. Offers and Prices

- 2.1. Rewardkart continuously gathers prices and delivery times of different products. Rewardkart uploads these products with the best prices and delivery times on <https://instagifts.rewardkartshop.in>. This may include prices on products which are not yet manufactured. The Beneficiaries will subsequently be able to redeem their Reward Points and place orders for the uploaded products within the stated deadlines thereof.
- 2.2. The Reward Points required to purchase the product, the minimum order quantity and the expected date of delivery when the product is expected to be delivered to the Beneficiaries, is stated on the Product Card on which the image, brand name and the product name are also clearly displayed.
- 2.3. Whenever Beneficiaries places an order request for a product or a set of products on, it will be evaluated by Rewardkart and any additional charges such as applicable taxes, levies, packaging charges, customization charges, delivery charges, and other charges will be added to the base cost of the product/s and reflect in the Order Summary before the debit of Reward Points or any differential Payment for the amount over and above the Reward Points Value is made by the Beneficiary.
- 2.4. If any product/s requested by the Beneficiaries is unavailable, then Rewardkart will reverse the order and credit the Reward Points redeemed or additional payment made by the Beneficiary to the original mode of payment.
- 2.5. The Reward Points required for a Product in an order may be increased or decreased, based on the actual quantity ordered by Beneficiaries.

3. Payment Terms

- 3.1. When a Member places requests to Issue Reward Points to Beneficiaries, the Payment Options to Pay to Our Virtual Account, Pay through Payment Gateway or Pay Later through NEFT / RTGS can be selected and the due process for completing the payment should be followed.
- 3.2. All requests to Issue Reward Points will be processed only after receiving the total due payment for the value of Reward Points after applying the discounts and adding any other charges.
- 3.3. If a customer is not registered for GST, then Rewardkart will not be liable to capture the Customer's GST number on the final payment invoice thereafter.
- 3.4. In case the Payment Gateway or EMI option is used by the Member to pay for Reward Points or a Beneficiary for any differential due over and above the value of Reward Points for redemption all applicable charges will be added to the due payment.

4. Prices

- 4.1. The prices on the Product Card <https://instagifts.rewardkartshop.in> are displayed in Reward Points and are inclusive of GST, delivery charges and packaging charges unless otherwise stated. 1 Reward Point is the equivalent of 1 INR.
- 4.2. The Reward Points required to purchase a product/s as displayed are subject to change without notice to the Member or the Beneficiaries.

5. Delivery

- 5.1. Rewardkart will make its best efforts to deliver the product/s to the delivery address/es subject to the accuracy of such address/es and the accessibility through its delivery partners. If a delivery is delayed due to extreme weather conditions, or closure due to unforeseen circumstances like bandhs, lockdowns, riots or acts of war, Rewardkart will not be held liable for such delays, and the Beneficiaries shall have to accept the order.
- 5.2. Once the delivery address/es are specified by the Beneficiaries they cannot be changed after the dispatch has been initiated and reorganizing the delivery will be at an extra charge.
- 5.3. In case of deliveries of physical goods to the address as requested by the Beneficiaries, there will be a maximum of 2 attempts and thereafter the product/s will be returned to Rewardkart, and the Beneficiaries will need to pay applicable charges for additional delivery.

6. Defects and Complaints

If the delivered products do not correspond to the specifications informed by Rewardkart or are not of the usual quality, the following applies:

- 6.1. The Beneficiaries are obligated to inform Rewardkart by email immediately and no later than 2 days after delivery of any defect in the delivered products, which the customer has or should have established at the time of delivery. The Beneficiaries have the general duty to examine the products upon receipt hereof.
- 6.2. Complaints must be filed directly by the Beneficiaries via email to info@rewardkart.in. Complaints which are filed in other ways are not valid and will be regarded as not being received by Rewardkart.
- 6.3. If the Beneficiaries have established the defect and did not complain as described above, they will not be entitled to file a complaint later or ask for a replacement of the product/s.
- 6.4. Rewardkart is entitled, but not obligated, to deliver a new flawless product or perform remedy to the extent possible.

7. Warranties and Guarantees

The brand that is the manufacturer of the Product/s shall be responsible for all warranties and guarantees as detailed on the specifications of each product. Rewardkart is in no way responsible for such warranties, guarantees, quality or performance output of any of the Product/s.

8. Refunds and Cancellations

Full or part refunds of Reward Points and reversal of payments for cancellations of orders are only allowed under the following terms:

- 8.1. If the delivered products are found to be different to the specifications informed by the Beneficiaries while placing an order with Rewardkart.
- 8.2. If the product/s delivered is found to be broken or damaged or pilfered when the package is received or opened by the Beneficiaries subject to notifying Rewardkart within 48 hours of receiving the package.
- 8.3. If the product/s delivered is found to be defective after it is operated by the Beneficiaries subject to notifying Rewardkart within 72 hours of receiving the package. Any evidence of misuse, tampering or incorrect operation will not be eligible for a replacement or refund.
- 8.4. No refunds will be applicable if the product has any manufacturing defect or any claims on the quality of the product/s purchased will be entertained and should be redirected to the Brand Partner. Rewardkart will only facilitate the discussion and provide support.
- 8.5. No refunds will be entertained on account of expiration of Reward Points or validity of a digital gift card or product voucher issued to a Beneficiary which may be lost or stolen and claimed by a third party.
- 8.6. In case a digital voucher is found to have been used by any third party and if the details of the voucher codes are found to have been shared, leaked, or exposed by the Beneficiaries by willful act or otherwise.

9. Limitation of Liability

- 9.1. Rewardkart cannot be held liable for the Beneficiaries loss because of lacking access to <https://instagifts.rewardkartshop.in> due to server downtime or other technical interruptions.
- 9.2. Further, Rewardkart cannot be held liable for the Beneficiaries loss, including direct or indirect loss, or similar. This applies notwithstanding if a product/s is delayed and/or is found to be damaged or defective after delivery.
- 9.3. Rewardkart's liability for damages is in all respects limited to the value of Reward Points issued to the Beneficiaries after deducting the discount given to the Member.

10. Indemnification

The Members and Rewardkart agree to indemnify each other against any and all damages claims, suits or legal proceedings initiated by Beneficiaries due to the negligence or acts of any third parties.

11. Reservations for printing and typing errors

- 11.1.1. Rewardkart makes reservations for printing and typing errors on <https://instagifts.rewardkartshop.in>, including incorrectly stated prices and/or delivery times, estimated timeline for orders etc.



- 11.1.2. If the Customer becomes aware of any errors on rewardkart.webshop.com, the customer must inform Rewardkart hereon immediately. Rewardkart will then correct such errors as soon as possible.

12. Personal Data

Rewardkart will not transfer data related to the Member and Beneficiaries such as mobile numbers, email address (es), or any other personal information to any third party, unless it happens in connection with fulfilling the order or is in accordance with the current legislation on personal data.

13. Force Majeure

In all force majeure situations beyond the influence of Rewardkart, such as extreme weather, rainfall, natural disasters, war and violence, strike, industrial disputes etc., Rewardkart is entitled to postpone delivery. If Rewardkart wishes to rely on force majeure, the Beneficiaries will be notified by email about such delays.

14. Jurisdiction

- 14.1. All agreements and purchases covered by these General Terms for Sale and Delivery are governed by the laws of the Republic of India which are in force.
- 14.2. Any disputes that arise must be settled by the court in the jurisdiction of Chennai in India.

15. Amendments

Rewardkart may amend these General Terms for Sale and Delivery without prior notice, and/or functionalities on the internet-based purchasing system. The Customer accepts that such changes may be implemented without prior notice and that the changes may result in downtime of the system.

