

Terms and Conditions

ZuzyCart LLP

Website: www.zuzycart.com

Last Updated: April 4, 2026

1. Introduction & Acceptance

Welcome to ZuzyCart LLP ("ZuzyCart," "we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our Customer App (www.zuzycart.com), or mobile application, and the "Merchant Portal," and "Admin Panel", and all related services, features, content, and products offered by ZuzyCart (collectively, the "Services").

By accessing, browsing, registering for, or using any part of the ZuzyCart Services, you ("User," "you," or "your") explicitly acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy. If you do not agree to these Terms, you may not access or use the Services.

These Terms apply to all users of the Services, including, but not limited to, buyers ("Buyers" or "Customers"), sellers ("Sellers," "Vendors," or "Merchants"), and ZuzyCart administrators or their authorised staff.

2. Definitions

- **"Platform"**: Refers collectively to the ZuzyCart website (www.zuzycart.com) and its mobile app, webapps Merchant Portal, and Admin Panel through which the Services are provided.
- **"User" / "You"**: Refers to any individual, business entity, or legal entity that accesses, registers for, or uses the ZuzyCart Platform, including Buyers, Sellers, and Admins.
- **"Buyer" / "Customer"**: An individual who uses the Platform to browse, select, place orders for, and pick up products from Merchants.
- **"Seller" / "Vendor" / "Merchant"**: A business entity, shop, or individual that registers on the Platform to list, sell, and facilitate the pickup of its products to Buyers through the ZuzyCart marketplace.
- **"Order"**: A request made by a Buyer through the Platform to purchase one or more products from a specific Merchant for pickup.
- **"Service"**: Any functionality, feature, or offering provided by ZuzyCart through its Platform, including but not limited to marketplace facilitation, payment processing, communication tools, and administrative dashboards.
- **"Pickup"**: The act of a Buyer physically collecting an Order from the designated Merchant's physical location after the Merchant has prepared it.

3. Eligibility

By using the Services, you represent and warrant that:

- **Age**: You are at least 18 years of age. If you are under 18 years of age, you may use the Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms.
- **Legal Capacity**: You have the legal capacity to enter into a binding agreement.
- **Merchant Eligibility**: If you are a Seller/Merchant, you must be a legitimate business entity, possess all necessary licenses, permits, and tax registrations (including valid GST details as per Indian law), and comply with all applicable laws and regulations in your jurisdiction. ZuzyCart reserves the right to request proof of eligibility and suspend or terminate accounts that do not meet these requirements.

4. Account Registration

- **Accuracy:** Users agree to provide true, accurate, current, and complete information during the registration process and to maintain and promptly update their account information as necessary.
- **Security:** Users are solely responsible for maintaining the confidentiality of their account login credentials (username and password) and for all activities that occur under their account. You agree to notify ZuzyCart immediately of any unauthorized use of your account or any other breach of security.
- **Liability:** ZuzyCart will not be liable for any loss or damage arising from your failure to comply with this Section.
- **Suspension:** ZuzyCart reserves the right to suspend or terminate any account found to contain inaccurate, incomplete, or fraudulent information, or engaged in suspicious/fraudulent activity.

5. Marketplace Model (ZuzyCart is NOT the Seller)

- **Facilitator Role:** ZuzyCart operates purely as an online marketplace and technology platform that connects Buyers with various independent Sellers/Merchants. ZuzyCart's role is strictly limited to facilitating transactions between Buyers and Sellers.
- **Independent Sellers: ZuzyCart IS NOT the seller of any products listed on the Platform.** All products are listed, sold, and fulfilled by independent Merchants.
- **Merchant Responsibility:** Sellers/Merchants are solely responsible for:
 - The quality, safety, legality, and description of products they list.
 - Pricing their products accurately.
 - Maintaining accurate stock/inventory information.
 - Accepting, preparing, and making available for pickup all Orders placed by Buyers.
 - Compliance with all applicable laws, regulations, and food safety standards (if applicable) related to their business operations and product sales.
 - Handling all customer service queries and issues directly related to their products or Order fulfillment.
- **Disclaimer of Liability:** ZuzyCart does not endorse, warrant, or guarantee any products offered by Merchants. Any claims, complaints, or issues regarding product quality, discrepancies, or fulfillment should first be directed to the respective Merchant. While ZuzyCart may assist in dispute resolution, it is not responsible for the direct actions or omissions of Merchants.

6. Product Information & Pricing

- **Accuracy:** Merchants are responsible for providing accurate and up-to-date product information, descriptions, and pricing.
- **Price Changes:** Product prices may change at any time at the discretion of the Merchant. The price applicable to an Order will be the price displayed at the time the Order is confirmed by the Buyer.
- **Errors:** In the event of pricing errors, stock unavailability, or other material errors in product information, ZuzyCart and/or the Merchant reserve the right to correct such errors, modify the Order, or cancel the Order at their discretion.
- **Images:** Product images displayed on the Platform are for representational purposes only and may not always exactly match the actual product due to photographic lighting sources or monitor settings. Customers are advised to carefully read product descriptions.

7. Orders & Cancellation (Pickup Model)

- **Order Placement:** Buyers may place Orders for products offered by Merchants through the Platform. Each Order placed is an offer to purchase.
- **Acceptance/Rejection by Merchant:** Merchants reserve the right to accept or reject any Order placed by a Buyer at their sole discretion. An Order is confirmed only upon the Merchant's explicit acceptance.
- **Cancellation by Merchant:** Merchants may cancel an Order due to reasons including, but not limited to:
 - Product unavailability (out of stock).
 - Inability to fulfil the Order within the requested pickup time.
 - Invalid product information or pricing errors discovered after order placement.
 - Failure to meet quality standards.
- **Cancellation by Buyer:** Buyers may cancel an Order within a specific timeframe (e.g., prior to the Merchant accepting the order, or within X minutes of placing it) as specified by the Platform's policy. After such a period, cancellation may not be possible or may incur charges as per the refund policy.
- **Cancellation by ZuzyCart:** ZuzyCart reserves the right to cancel any Order at its sole discretion, including for reasons such as suspected fraud, breach of these Terms, technical errors, or operational issues, even after a Merchant has accepted the order.
- **Refunds on Cancellation:** In case of cancellation, if payment has already been made, refunds will be processed according to Section 10 (Returns, Refunds & Replacement).

8. Payments

- **Accepted Methods:** ZuzyCart accepts various payment methods, including Unified Payments Interface (UPI), credit/debit cards, digital wallets, and Cash on Delivery (COD) where available.
- **Third-Party Payment Gateway:** All online payments made through the Platform are processed by third-party payment gateway service providers (e.g., PayU, Razorpay). ZuzyCart does not store your full payment card details on its servers. Your financial information is handled securely by these payment processors, subject to their own terms and privacy policies.
- **Payment Failures:** ZuzyCart is not liable for any payment failures, transaction delays, or issues arising directly from the payment gateway's services. Users should contact their bank or the payment gateway for such issues.
- **Payment Confirmation:** Orders are confirmed only upon successful payment verification.

9. Order Pickup (No Delivery)

- **Pickup Only:** ZuzyCart operates on a **pickup-only model**. All products purchased through the Platform must be physically collected by the Buyer from the Merchant's designated physical location. **ZuzyCart does not provide or arrange for any delivery services.**
- **Pickup Time:** Buyers must adhere to the agreed-upon pickup time slot. Merchants are responsible for having the Order ready for pickup within the specified timeframe.
- **Identification:** Merchants may require Buyers to present valid identification and/or the Order confirmation details (e.g., Order ID, QR code) to verify identity before releasing an Order.
- **Delays:** While Merchants strive for prompt preparation, pickup times are estimates only. Delays may occur due to unforeseen circumstances, shop operational issues, high demand, or other factors. ZuzyCart and the Merchant are not liable for reasonable delays in order preparation for pickup.
- **Non-Pickup/Abandonment:** If an Order is not picked up by the Buyer within a reasonable timeframe after it is marked "Ready for Pickup" (or within the Merchant's specified grace period), the Merchant may, at their discretion, treat the Order as abandoned. In such cases, the Buyer may forfeit any payment made, and no refund may be issued.

10. Returns, Refunds & Replacement (Pickup Model)

- **Direct Merchant Responsibility:** Returns, refunds, and replacements for products are primarily handled by the individual Merchant from whom the product was purchased. ZuzyCart's role is to facilitate communication.
- **Return Window:** Each Merchant may have their own return window (e.g., 24 hours, 7 days from pickup) and specific conditions for accepting returns. Buyers are encouraged to review the Merchant's specific return policy (if available on the Platform) or contact the Merchant directly upon pickup.
- **Conditions for Return/Refund:** Products may be eligible for return or refund under conditions such as:
 - Product found to be damaged, expired, or spoiled at the time of pickup verification (where applicable).
 - Wrong item received (differs significantly from Order).
 - Significant discrepancy in quantity.
- **Process:** Buyers must contact the Merchant directly (or ZuzyCart Support to escalate to the Merchant) immediately upon noticing an issue with the collected Order.
- **Refund Mode:** Approved refunds will typically be processed back to the original payment method by ZuzyCart (after confirmation from the Merchant), or as store credit/replacement at the Merchant's discretion. Processing times for refunds may vary.
- **Not Applicable:** Returns or refunds for reasons such as "change of mind" may not be accepted by Merchants, especially for perishable goods.

11. COD (Cash on Delivery)

- **Availability:** Cash on Delivery (COD) may be offered as a payment option for specific Merchants, product categories, or within certain geographical areas, at ZuzyCart's or the Merchant's discretion. ZuzyCart reserves the right to limit or restrict COD for specific users or transactions.
- **Confirmation:** COD Orders may require additional verification (e.g., phone confirmation) by the Merchant or ZuzyCart.
- **Fake Orders:** Placing fraudulent or "fake" COD Orders is a serious breach of these Terms. ZuzyCart reserves the right to immediately suspend or terminate accounts involved in such activity and may take further legal action.

12. User Conduct

Users agree that they will not:

- Provide false, inaccurate, or misleading information during registration or any communication.
- Use the Platform for any unlawful purpose or in any way that harms ZuzyCart, Merchants, Customers, or other users.
- Engage in any form of harassment, abuse, or discriminatory behavior towards other users, Merchants, or ZuzyCart staff.
- Upload, post, transmit, or otherwise make available any content that is infringing, harmful, threatening, abusive, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable.
- Attempt to gain unauthorized access to any portion of the Platform, other user accounts, or ZuzyCart's systems or networks.
- Introduce any viruses, Trojans, worms, logic bombs, or other material that is malicious or technologically harmful.
- Interfere with or disrupt the integrity or performance of the Services or the data contained therein.

- Collect or harvest any personally identifiable information from the Platform without permission.

Any violation of this Section may result in immediate suspension or termination of your account and potential legal action.

13. Seller/Merchant Terms (Specific to Merchants)

In addition to the general Terms, the following specific terms apply to Sellers/Merchants using the Platform:

- **Product Genuineness:** Merchants warrant that all products listed are genuine, legally acquired, not counterfeit, and accurately described.
- **Compliance:** Merchants must comply with all applicable local, state, and national laws, including but not limited to consumer protection laws, food safety regulations, and tax regulations (e.g., GST rules in India). Merchants are solely responsible for their tax obligations.
- **Commission Structure:** ZuzyCart will charge a commission or service fee on sales made through the Platform. The exact commission rates and payout schedule will be specified in a separate Merchant Agreement between ZuzyCart and the Merchant.
- **Service Level Agreements (SLAs):** Merchants agree to adhere to performance SLAs specified by ZuzyCart regarding order acceptance times, preparation times, and customer communication.
- **Penalties:** ZuzyCart reserves the right to impose penalties, deductions from payouts, suspend listings, or terminate a Merchant's account for:
 - Listing fake, illegal, or grossly misrepresented products.
 - Consistent delays or failures in fulfilling accepted orders.
 - High rates of customer complaints or cancellations due to merchant fault.
 - Violation of any ZuzyCart policies or these Terms.
- **Inventory Accuracy:** Merchants are solely responsible for maintaining accurate, real-time inventory levels on the Platform to prevent out-of-stock cancellations.
- **Pricing:** Merchants set their own product prices and any applicable taxes. ZuzyCart offers tools for managing pricing but does not dictate prices.

14. Intellectual Property

- **ZuzyCart Property:** All content, designs, texts, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software, and the compilation thereof on the Platform, as well as the underlying code and technology, are the sole and exclusive property of ZuzyCart LLP, its licensors, or its content suppliers, and are protected by Indian and international copyright, trademark, and other intellectual property laws.
- **Restrictions:** You may not copy, reproduce, modify, distribute, display, perform, or transmit any part of the Platform or its content without the prior written consent of ZuzyCart LLP.
- **User Content:** By posting or uploading any content (e.g., product images, descriptions, reviews) to the Platform, Users grant ZuzyCart a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media.

15. Third-Party Services

- **Integrations:** The Services may integrate with or link to third-party services, such as payment gateways, analytics providers, and communication tools.
- **Independent Terms:** These third-party services are governed by their own terms and privacy policies. ZuzyCart has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

- **No Liability:** Your interaction with any third-party services linked from the Platform is solely at your own risk. ZuzyCart expressly disclaims any liability for any losses or damages incurred as a result of your use of or reliance on such third-party services.

16. Disclaimer of Warranty

THE ZUZYCART SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE.

ZUZYCART LLP DOES NOT WARRANT THAT:

- THE SERVICES WILL FUNCTION UNINTERRUPTED, SECURELY, OR BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION.
- ANY ERRORS OR DEFECTS WILL BE CORRECTED.
- THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS.

17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ZUZYCART LLP, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES;
- (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR MERCHANTS;
- (III) ANY CONTENT OBTAINED FROM THE SERVICES;
- (IV) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

ZUZYCART'S TOTAL CUMULATIVE LIABILITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SERVICES IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

18. Indemnity

You agree to defend, indemnify, and hold harmless ZuzyCart LLP, its affiliates, employees, partners, directors, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees) arising out of or in any way connected with:

- (i) your misuse of the Services;
- (ii) your violation of these Terms or any applicable law or regulation;
- (iii) your violation of any rights of a third party, including intellectual property rights; or
- (iv) any user-generated content you submit, post, transmit, or make available through the Services.

19. Termination

- **By You:** Users may stop using the Services at any time by deactivating their account or simply ceasing to use the Platform.

- **By ZuzyCart:** We may suspend or terminate your access to the Services, with or without cause, with or without notice, and without liability to you, at our sole discretion, including but not limited to for reasons such as:
 - Breach of these Terms or any other ZuzyCart policy.
 - Suspected fraudulent, illegal, or abusive activity.
 - Violation of applicable laws.
 - Non-payment of any due fees (for Merchants).
 - Ensuring the safety and security of the Platform.
- **Effect of Termination:** Upon termination, your right to use the Services will immediately cease. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

20. Changes to Terms

ZuzyCart LLP reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Services.

21. Governing Law & Jurisdiction

These Terms shall be governed and construed in accordance with the **laws of India**, without regard to its conflict of law provisions.

Any dispute, claim, or controversy arising out of or relating to these Terms, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended. The seat of arbitration shall be **Bengaluru, Karnataka, India**. The language of the arbitration shall be English.

Subject to the foregoing arbitration clause, you irrevocably submit to the exclusive jurisdiction of the courts located in **Bengaluru, Karnataka, India** for the resolution of any disputes.

22. Force Majeure

ZuzyCart LLP shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond ZuzyCart's reasonable control, including, without limitation, fire, flood, earthquakes, major storms, epidemics or pandemics (including government-mandated lockdowns), acts of war, terrorism, civil unrest, riots, strikes, labor disputes, governmental restrictions, power outages, internet failures, or equipment failures.

Contact Information:

If you have any questions about these Terms, please contact us at:

ZuzyCart

Name: Shashank

Designation: Grievance Officer

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