

Agreement entered into

Between:

Gifts On Air Online Solution Private Limited

Plot No 3B Panchsheel Watika, Opp. Chambal Power House,
Hawa Sadak, Sodala, Jaipur. - 302006
Rajasthan India

GiftsOnAir Corporate Identity No	GiftsOnAir PAN No.	GiftsOnAir GSTIN.
U74999RJ2017PTC059762	AAHCG1114B	08AAHCG1114B1ZA

And Entity Name

Name of the Organisation (Full Legal Entity Name)	UNIVERSITY OF ENGINEERING & MANAGEMENT
Registered Address (Full Legal Entity Address)	"GURUKUL", NEAR UDAIPURIA MOD, NH-11, JAIPUR-SIKAR HIGHWAY, JAIPUR-303807. RAJASTHAN.
Type of Services	EDUCATION.
Location of Service	JAIPUR.
Effective Date	20th MAY 2019.
Contact Person	PROF.(DR.) PRADEEP KUMAR SHARMA pradcepk.sharma@uem.edu.in, 9351368266
Corporate Identity No	
PAN No.	AAATI1143E
GSTIN.	N.A.
TAN No	N.A.

(*Please fill wherever applicable)

Agree on the following terms:

1. General Terms and Conditions: This Agreement shall be governed by the General Terms Conditions mentioned hereinafter. You agree and confirm to have read and accepted the Terms and Conditions.
2. Execution and Performance: This Agreement is only effective after verification, approval and confirmation by Gifts On Air Online Solution Private Limited.



A handwritten signature in blue ink, appearing to be "Pradeep Kumar Sharma".

Terms and Conditions:

The terms and conditions form an integral part of this Agreement entered into between **entity name** and Gifts On Air Online Solution Private Limited ("GiftsOnAir"), (each a "Party" and collectively the "Parties"). By you agreeing to use our Promotional/ Marketing Service on GiftsOnAir.com and entering into this Agreement, you agree and accept to be bound by the present Terms and Conditions ("Agreement")

1. **Scope:** Gifts On Air is committed to motivating your customers in a business's target market to return often, make frequent purchases, and shun your competitors. At GOA, we understand the value of retaining existing customers and also endeavor to increase new customers within the potential market. Gifts On Air focuses on adding brand value to your business. And you are being engaged with us as a customer agreeing to use our services sold by Gifts On Air on the terms and conditions stated herein below
2. **Term:** This engagement commences from the Effective Date mentioned hereinabove and shall continue unless terminated in accordance with the letter stated herein.
3. **Your Responsibilities:**
 - i. **Logo of Gifts On Air** is mandatory in the promotions of offers.
 - ii. **Updation of Information:** Upon execution of this letter you shall provide the description of your promotional activities by providing the information through an e-mail. All the information provided shall be updated by you on regular basis.
 - iii. **Acceptance of Services:** Upon the voucher generated on the technology Platform, the *Voucher* will be delivered to the Customer and you. This Voucher shall be deemed as your acceptance to use our Services.
 - iv. **Cancellations/Amendments:** Any cancellation or amendments shall be as per the policy.
 - v. **Value of Gift Voucher:** As per discount structure mutually agreed
 - vi. **Bulk Buying** of gifts shall not be procure for further trading.
 - vii. **Gift Voucher:** No trading of Gift vouchers is permitted.
 - viii. **Misuse of Gift Vouchers:** We are not liable for any kind of misuse of Gift Vouchers.
 - ix. **Shipping Charges:** Customers need to be communicated to pay shipping charges as applicable.
 - x. **Redeem Gift Voucher:** Gift Voucher cannot be redeem as cash or any other kind, other than Gifts available on GiftsOnAir.com.
4. **Our Responsibilities:**
 - i. **Platform for Service:** We will make available our service through the technology Platform to the Customers.
 - ii. **Customer Complaints:** We shall be solely responsible for all disputes and complaints from the Customer on issues arising out quality, delivery and fulfillment of services provided by the Service Provider to the Customer in relation to the Service and such issues/claims/disputes/complaints shall not constitute a claim against Gifts On Air by you.
 - iii. **Develop Use and Display of Content:** Based on the information provided by you, we will review and curate the same to develop our Content to be listed on our Platform. This developed Content and any Intellectual Property Rights therein shall solely and exclusively belong to Gifts On Air.



- iv. **Usage and Re-Distribution of Content:** The Content developed shall be used to (i) use and display the Content on the Platform; (ii) market and promote the Content on any social media platform(s) or other media; (iii) Modify, license and Re-distribute the Content.
- v. **Pricing:** Gifts On Air may at its sole discretion mark-up (increase) or mark-down (discount) the pricing of our Service and the product displaying the same on the Platform.

5. Marketing Fee

- i. The Services would be sold as per price quoted by us.
- ii. The rate of marketing fee could be revised as mutually agreed in writing.
- iii. All payments are subject to applicable taxes.

6. Payments

We accept only advance payment towards the services provided.

7. Termination:

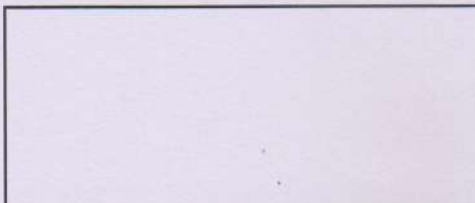
- i. In case either Gifts On Air or You desire to opt out (terminate) this engagement, the same can be done by giving 15 days written notice by both parties.
- ii. **Additionally**, we may at our sole discretion terminate/discontinue this arrangement, if (i) you breach any the terms or conditions of this Engagement; or (ii) you have been consistently underperforming. Termination due to breach will be effective if you do not remedy the breach within 7 days from date of notifying you.
- iii. In event of termination, no refund will be processed or reimbursed will processes & approved shopping only on approved issued vouchers can be used as per validity of same

8. Jurisdiction

This Agreement shall be exclusively governed by and construed in accordance with the laws of the India. Save as set out otherwise in this Agreement, any disputes arising out or in connection with this Agreement shall exclusively be submitted to and dealt with by the competent court in Jaipur, Rajasthan, India.

9. Miscellaneous

The Agreement may be entered into online or by way of executing a separate counterpart or by pdf or fax copy, each of which (copies) shall be deemed an original, valid and binding. The Agreement only enters into force and effect upon written confirmation of acceptance and approval by Gifts On Air. By registering and signing up with Gifts On Air, you agree, acknowledge and accept the terms and conditions of this Agreement. The Agreement does not need any chop or seal to make it valid, binding and enforceable. You also further agree to execute any further documents as required by Gifts On Air in confirmation of this agreement.



Gifts On Air Online Solution Private Limited
(Auth. Sign. with Stamp)





[Handwritten signature]