



FLIPKART DEVELOPERS PROGRAM and API LICENSE AGREEMENT



Thank you for your interest in the Flipkart Developers Program, which allows you to build applications that use content from and interact with Flipkart - the online megastore, and all of its properties viz. www.flipkart.com, www.seller.flipkart.com, Flipkart Lite, Flipkart Mobile App, as well as Flipkart Seller Hub Mobile App. Because we are committed to protecting our users and our sites and services, we require you to abide by the following terms governing your participation in the Flipkart Developers Program and your use of the Flipkart Application Programming Interface (API).

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This Flipkart Developers Program and API License Agreement (“**Agreement**”) forms a legally binding contract between you and Flipkart . **IF YOU DISAGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, Flipkart DOES NOT GRANT YOU A LICENSE TO USE THE DEVELOPERS PROGRAM TOOLS OR THE API.** Irrespective of where you reside, your contract is with **Flipkart Internet Private Limited (“Flipkart” or “We” or “Us”)**, an Indian corporation with its principal place of business at Vaishnavi Summit, Ground Floor, 7th Main, 80 Feet Road, 3rd Block, Koramangala Industrial Layout, Bangalore – 560034, Karnataka, India. By accepting this Agreement, you are representing and warranting that you have the authority to bind the party being issued an Access Token (defined below) and you and that party are collectively referred to as “**you**” or “**your**” in this Agreement.

1 DEFINITIONS

1.1 Access Token means the confidential security tokens provided by Flipkart to you for your use of the API, including the Application ID and Application Secret.

1.2 Application means the software application, Website, or other interface that you develop, own or operate independent of Flipkart, to interact with the API.

1.3 Developers Program Tools means the Flipkart Seller API and all other tools and information made available to you at Developer APIs [site](#) and other related Flipkart Developer Admin sites.

1.4 Flipkart Content means all of the information stored in and retrieved from Flipkart databases. Flipkart Content does not include information that you obtain independent of Flipkart and the API.

1.5 Flipkart Site(s) means any one or all of the following properties viz. www.flipkart.com, www.seller.flipkart.com, Flipkart Lite, Flipkart Mobile App as well as Flipkart Seller Hub Mobile App that are owned, operated, and controlled by Flipkart or its subsidiaries.

1.6 Flipkart User means any person registered as a seller on the Flipkart Site, who accesses any page of Flipkart’s seller facing properties or person engaged in developing application(s). However, buyer(s) or customer(s) who may or may not make purchase transactions on site www.flipkart.com, Flipkart Lite, or the Flipkart Mobile App are not considered as Flipkart User(s) in the context of this Agreement.

1.7 Flipkart User Agreement means the terms and policies on which Flipkart offers its services to Flipkart Users, currently available through links on the homepages of Flipkart Sites and incorporated herein by this reference.



1.8 Your Users means end-users of your application, your service providers, and anyone who sublicenses your Application.

2 TERMS OF USE

2.1 Flipkart's Developers Program. The Flipkart Developers Program is a set of APIs and tools that allows you to create Applications to access and/or interact with Flipkart Sites. Participation in the Flipkart Developers Program gives you access to the Developers Program Tools. These tools allow you to access Flipkart Sites and services and Flipkart Content, to develop Applications that integrate with or facilitate the use of Flipkart Sites and services.

2.1.1 Permitted Uses. Your use of the Developer Program Tools is permitted only for the purpose of facilitating your own or Your Users' use of Flipkart Sites and services. Examples of permitted uses of the tools would be to create Applications that:

- Promote Flipkart by displaying Flipkart listings in your Application (for example, widgets and search tools)
- Allow Flipkart Users to search for and browse Flipkart listings, orders or returns with customized interfaces
- Notify Flipkart Users when they are required to take any action for their transactions on Flipkart Sites (for example, updating stock, process orders, etc.)
- Allow Flipkart Users to list items and manage their listings (for example, dashboards that track activity, payments, transactions or feedback)
- Allow Flipkart Users to manage inventory, billing and customer service for their customers
- Integrate inventory management systems, customer relationship management software and other seller functionality with Flipkart's APIs

2.1.2 Application Guidelines. You may develop, display, or distribute Applications that interact with the Flipkart API. You agree that you are solely responsible for the Applications that you develop and Applications must comply with the requirements available at <https://seller.flipkart.com/api-docs/FMSAPI.html>, incorporated herein by way of reference.

2.2 Flipkart API License

2.2.1 Using the Flipkart API. As part of your participation in the Flipkart Developers Program and subject to this Agreement, Flipkart grants you a non-exclusive, non-transferable, non-assignable and non-sublicensable (except as expressly permitted herein) license to use the Flipkart API solely to do the following and subject to the restrictions set forth in this Agreement:

2.2.1.1 Enable your Application to interact with Flipkart's databases (for example, the Flipkart Order Management System and the Flipkart Sandbox) to retrieve information necessary to facilitate your own or Your Users use of Flipkart Sites and services through your Application;

2.2.1.2 Make limited intermediate copies of Flipkart Content only as necessary to perform an activity permitted under this Agreement. You agree that your use of Flipkart Content shall be bound by the Flipkart User Agreement and You agree to delete all intermediate copies when they are no longer required for the purpose for which they were created;

2.2.1.3 Rearrange or reorganize Flipkart Content within your Application;



2.2.1.4 Display Flipkart Content and Flipkart Marks consistent with this Agreement ; and

2.2.1.5 Use, display, or modify Flipkart Content as expressly authorized by an authenticated Flipkart User.

2.2.2 Access Tokens. Flipkart will provide you with Access Tokens that permit you to access Flipkart's databases. The Access Tokens are the property of Flipkart and may be revoked if you share them with any third-party (other than as allowed under this Agreement), if they are compromised, if you violate any term of this Agreement, or if Flipkart terminates this Agreement.

2.2.3 API Call Limitations. The number of API calls permitted to be made by you during any given period may be limited, in accordance with **Rate Limits** defined in Exhibit B. Flipkart will determine call limits based on various factors, including the ways your Application may be used or the anticipated volume of use associated with your Application. Flipkart may, at its sole discretion, terminate your access to the API in accordance with Section 15.2.

2.3 Certification. In its discretion, Flipkart may require or offer certification for certain Applications in accordance with internal qualifying criteria. Certification will consist of confirmation by Flipkart that your Application's technology complies with Flipkart's guidelines. You will be responsible for all or any modifications necessary to meet such certification criteria and you will not be permitted to access the public database in certain cases until Certification is complete. Future modifications of your Application or your use or display of the Flipkart Content are subject to recertification, if applicable. Flipkart reserves the right to terminate this Agreement without notice in case of failure by you to maintain Certification.

3 FLIPKART CONTENT

3.1 Using and Displaying Flipkart Content. Display of Flipkart Content is permitted only within your Application. You may use and display Flipkart Content only in accordance with the following guidelines:

3.1.1 Authentication. If your Application will enable Your Users to interact with Flipkart Sites and services in a way that requires sign-in to their Flipkart accounts (for example, selling on Flipkart), you may provide this access only after "**Authentication**" which occurs when a Flipkart User grants the Application access to that Flipkart User's Flipkart Content via a Flipkart-controlled sign-in and consent page.

3.1.2 Public Display. You may display Flipkart Content that any Flipkart User makes publicly available on the Flipkart Site(s) to everyone during the time that such Flipkart Content is publicly available to promote Flipkart and enable Your Users to search and browse listings ("**Public Display**") or view orders or returns or related functionality. When the Flipkart Content is no longer publicly available, you must delete it from your Application. For example, when an Flipkart User ID is publicly available in connection with a listing or order on the Flipkart Site, you may display the Flipkart User ID through your Application but, if and when that Flipkart User ID is no longer viewable in connection with the listing or order or is otherwise anonymized, you may no longer display the Flipkart User ID in a Public Display of the listing.

3.1.2.1 Flipkart Content in a Public Display may not be co-mingled or combined with the content of any third-party. All Flipkart Content must be segregated from non-Flipkart content (for example, third-party listings or other non-Flipkart information) and visually separated from non-Flipkart Content (for example, with lines or color changes).



3.1.2.2 Flipkart Content that is available only to a registered Flipkart User after signing in to Flipkart account may only be displayed to that user after Authentication. Such Flipkart Content may not be used for Public Display without the explicit consent of the owner of such content.

3.1.3 Derivative Information.

3.1.3.1 You must have Flipkart's express written permission to use or display Flipkart Content in any way that enables derivation of any of the following information:

3.1.3.1.1 Any site-wide statistics across Flipkart Sites or within any Flipkart Site;

3.1.3.1.2 The gross merchandise sales of any Flipkart Sites or services, or other statistics relating to the performance (financial or otherwise) of any Flipkart Site or service; or

3.1.3.1.3 Average selling price or gross merchandise sold for any Flipkart category.

3.1.3.2 You must have Flipkart's express written permission to use or display Flipkart Content in any way that enables derivation of the following information (other than an Authenticated Flipkart User's access to his or her own information):

3.1.3.2.1 Information relating to specific Flipkart Users or types of Flipkart Users; or

3.1.3.2.2 Conversion, completion or success rates.

3.1.4. Flipkart Marks. Flipkart grants you a royalty free, revocable, non-exclusive, non sublicensable, non-transferable right to display Flipkart trademark, service marks, trade name ("**Flipkart Marks**") solely in connection with the purposes of this Agreement. Flipkart has final approval over the placement of Flipkart Marks on your Application and may terminate this trademark license at any time for any reason and you must remove the Flipkart Marks immediately. Any other use of the Flipkart's Marks, in any manner whatsoever, by You shall be construed as infringement of Flipkart's intellectual property rights. We may update the Flipkart Marks from time to time, and you will display the current Mark.

3.1.5 Framed Content. Unless expressly permitted by Flipkart, you will not frame (divide the browser display area into separate sections, each of which constitutes a different web page) any web page served by Flipkart servers.

4. Protecting User Privacy

4.1 Collecting and Using Personal Information. Your participation in the Developers Program and your use of the Developers Program Tools may allow you to collect Personal Information from and about Flipkart Users. "**Personal Information**" is any information pertaining to a directly or indirectly identifiable individual. It may include information that you collect directly from Your Users in connection with your Application and information that is included in the Flipkart Content, or that you otherwise receive from Flipkart, about Your Users or other Flipkart Users and their trading activities. You hereby agree that:



4.1.1 You will delete Personal Information when it is no longer necessary for your performance of the Agreement or when you cease to participate in the Developers Program or after the termination of this Agreement. This provision does not apply to information you collect directly from Your Users, unrelated to the Flipkart Sites and services.

4.1.2 You will not under any circumstances collect or store Flipkart's buyers' login IDs and passwords.

4.2 Compliance with Privacy Laws. At all times, your Application and your use of the Developers Program Tools and Flipkart Content will comply with all applicable laws and regulations, including but not limited to Sections 43A & 72A of Information Technology (Amendment) Act, 2008, regulations and best practices concerning privacy, data protection and on demand or downloadable software.

4.3 Information About Your Users. You may receive Personal Information about Your Users, either directly from Your Users or from Flipkart after Authentication. Your collection and use of that information will be only as authorized by Your Users and will comply with your privacy policy. Your privacy policy and your privacy practices will comply with applicable laws.

4.4 Information About Flipkart Users. You may receive information about users of Flipkart, who may or may not be Your Users, that is either publicly available from Flipkart or that is provided by Flipkart after Authentication about Your Users' transaction partners ("**Other User Information**"). Any Other User Information Flipkart provides to you will be subject to the conditions contained in this Agreement and use of such Other User Information shall be for the limited purpose of performing activities permitted under this Agreement.

4.4.1 **Using Other User Information.** You will not collect, store, use or disclose Other User Information for any purpose other than facilitating the use of Flipkart's Sites and services as permitted under this Agreement.

4.4.2 **Flipkart Privacy Policy.** Your use of Other User Information will comply with the Flipkart Privacy Policy.

4.4.3 **Public Information.** You may engage in the Public Display of Other User Information (for example, Flipkart listings) only in accordance with Section 3.1.2. You may not display any other Personal Information to the public without the explicit consent of the owner of such information.

4.4.4 **Flipkart Sandbox.** You may use information made available in the Flipkart Sandbox (Flipkart's test database) only to develop and test your Application in the Sandbox, and you will delete it immediately after using it in this way.

4.5 Communication. You will not use Personal Information from Your Users or from Flipkart Users that you receive from Flipkart to send or enable sending of unsolicited communications of any type. You may communicate with Your Users, or send communications initiated by and on behalf of Your Users to other Flipkart Users, to facilitate a Flipkart transaction. You may also send communications that users have explicitly consented to receive.

5 RESTRICTED ACTIVITIES

You may not use or access (nor facilitate or enable others to use or access) the Developers Program Tools or Flipkart Content in any way not expressly permitted under this Agreement. For example, you will not and you will not facilitate or enable others to:



- 5.1** Distribute, publish, or allow access or linking to the API or Flipkart Content from any location or source other than your Application.
- 5.2** Enable or permit the disclosure of Flipkart Content other than as authorized under this Agreement.
- 5.3** Use the Flipkart Content to establish Flipkart User identities or profiles.
- 5.4** Commercialize (that is, sell, rent, trade, or lease), copy, or store the Flipkart Content, other than for the intermediate purposes allowed under this Agreement.
- 5.5** Use, copy, distribute, or modify the API or Flipkart Content in any "service bureau" or "time-sharing" business.
- 5.6** Enable Flipkart Users to set or change Flipkart User preferences, registration preferences or privacy preferences with your Application.
- 5.7** Collect Personal Information (defined in Section 4.1) of any Flipkart User other than as provided in this Agreement.
- 5.8** Modify, decompile, reverse engineer, or otherwise alter the Developers Program Tools, API, or Flipkart Content.
- 5.9** Use robots, spiders, scraping, or other technology to access or use Flipkart Content or any Flipkart Sites or services to obtain any information beyond what Flipkart provides to you under this Agreement.
- 5.10** Knowingly create an Application that may be used to violate the Flipkart User Agreement or any other Flipkart policy or applicable law.
- 5.11** Use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the Flipkart Developer Documentation available at https://seller.flipkart.com/api-docs/fmsapi_index.html, incorporated herein by this reference.
- 5.12** Have your Application or your use of Flipkart Content or any of the Developers Program Tools: (i) be false, inaccurate or misleading; (ii) infringe on any third-party's copyright, patent, trademark, trade secret, or other property rights or rights of publicity or privacy; (iii) violate any applicable law, statute, ordinance, contract, regulation (including without limitation those governing trade and export, financial services, consumer protection, unfair competition, antidiscrimination or false advertising); (iv) be defamatory, trade libelous, threatening or harassing; (v) contain any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data; or (vi) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.
- 5.13** Provide any data or information to Flipkart unless you represent and warrant that it is accurate and you have all rights necessary to provide such data or information to Flipkart, and for Flipkart to use it.



6 FLIPKART POLICIES

You and your Application will comply with the Flipkart User Agreement and all applicable Flipkart Site policies. In the event of a conflict between this Agreement and the Flipkart User Agreement regarding your use of the API, terms of this Agreement will prevail.

7 MODIFICATIONS

7.1 Modification of the API, Flipkart Sites, and Services. Flipkart may modify the Developers Program Tools, Flipkart APIs in accordance with the **Versioning and Deprecation** Policy described in Exhibit C, its databases, the permitted uses under this Agreement, any Flipkart Site or service, or any of the benefits and/or features provided in connection with your use of the API at any time with or without any notice to you. Modifications may affect your Application and may require you to make changes to your Application at your own cost to continue to be compatible with or interface with the API or Flipkart Sites or services.

7.2 Modification of this Agreement. Flipkart may from time to time change the terms of this Agreement. We will post the amended terms on <https://seller.flipkart.com/api-docs/api-tou.html> and we may also send you a notice about the amended terms via email. Except where stated otherwise herein, all amended terms will be effective thirty days after they are posted or emailed to you. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT BY SENDING A TERMINATION NOTICE TO seller-api-queries@flipkart.com ("AMENDMENT TERMINATION NOTICE") BEFORE THE EFFECTIVE DATE OF THE AMENDMENT(S).** The amendment termination notice will be effective on the date it is received by Flipkart. The most current version of the Agreement will be available on <https://seller.flipkart.com/api-docs/api-tou.html> and will supersede all previous versions of the Agreement. **YOUR USE OF THE DEVELOPER PROGRAM TOOLS OR API AFTER THE DATE ON WHICH CHANGES BECOME EFFECTIVE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.**

8 MONITORING AND ENFORCEMENT

8.1 Right to Monitor and Audit. You agree that Flipkart may monitor or audit your Application or activities relating to your use of Developers Program Tools. You will not seek to block or otherwise interfere with the monitoring or audit, and Flipkart may use technical means to overcome any methods you may use to block or interfere with such monitoring. Audits may include requests for documents and information and visits to your facilities. Your failure to reasonably comply with Flipkart's efforts to audit your compliance with this Agreement shall constitute a material breach of this Agreement.

8.2 Remedy for Breach. If Flipkart, in its sole discretion, believes that you or your service providers have breached this Agreement, or that you or your service providers have engaged in fraudulent activity, Flipkart may take any and all steps it deems appropriate, including issuing a warning, conducting an investigation, or suspending your API license.

8.3 Corrective Action. In addition to any other available remedies, Flipkart may, at its sole discretion, seek specific performance, injunctive relief or attorneys' fees. Flipkart reserves the right to take other corrective action, as Flipkart sees fit, in the event that Flipkart receives complaints from Flipkart Users about your Application or your actions.

9 OWNERSHIP AND LICENSING



9.1 Ownership. As between Flipkart and you: (i) Flipkart retains all rights, title, and interest in and to all intellectual property rights embodied in or associated with the Developers Program Tools, Flipkart Content, Flipkart Sites, any and all Flipkart services, and any content Flipkart created or derived therefrom; and (ii) you retain all rights, title, and interest in and to all intellectual property rights embodied in or associated with your Application, excluding the aforementioned rights in this Section 9.1-(i), owned by or licensed to Flipkart. There are no implied licenses under this Agreement, and any rights not expressly granted to you hereunder are reserved by Flipkart or its suppliers. You will not take any action inconsistent with Flipkart's ownership of the Developers Program Tools, Flipkart Sites, and/or Flipkart Content. Neither party will exceed the scope of the licenses granted hereunder.

9.2 License. You agree that Flipkart, in its sole discretion, may use your trade names, trademarks, service marks, logos, and domain names for the purpose of advertising or publicizing your use of the Flipkart API. If you submit an Application for inclusion on an Flipkart Site or to be hosted by Flipkart, you direct and authorize Flipkart and its affiliates to host, link to, and otherwise incorporate the Application into Flipkart services and to carry out any copying, modification, distribution, internal testing, or other processes Flipkart deems necessary.

9.3 Competitive or Similar Materials. In no event will Flipkart be precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing or developing for third parties, as well as marketing and distributing, materials which are competitive with your Application or other products or services provided by you, irrespective of their similarity to your current products or products that you may develop.

10 WORKING WITH THIRD PARTIES

10.1 Service Providers. You may work with service providers as necessary to facilitate your performance under this Agreement only if you subject your service providers to all of the conditions and restrictions of this Agreement. You acknowledge and agree that any act or omission by your service provider(s) amounting to a breach of this Agreement will be deemed a breach by you.

10.2 Sub-licensing. Except as set forth in this Section 10, all rights and licenses granted to you by Flipkart under this Agreement are not sub-licenseable, transferable, or assignable. However, you may sub-license your right to display the Flipkart Content and the Flipkart Marks to Your Users solely to enable them to display Flipkart Content and the Flipkart Marks including Logos on their computer screens or Websites through your Application; provided that:

10.2.1 You will not disclose your Access Tokens to Your Users.

10.2.2 All calls initiated by Your Users will be made through your Access Tokens.

10.2.3 All API calls initiated by Your Users will count towards the maximum number of calls (if any) permitted to you under this Agreement.

10.2.4 Your Users will have no programmatic control over the Flipkart API.

10.2.5 You will enter into a binding agreement with each of Your Users that, inter alia, includes the following terms:

10.2.5.1 It will bind Your Users to this Agreement (excluding the right to sublicense and indemnification obligations).



10.2.5.2 It will require Your Users to acknowledge Flipkart's rights in the Flipkart Developers Program intellectual property as laid out in this Agreement

10.2.5.3 It will make Flipkart a third-party beneficiary to your agreement

10.2.5.4 It will make the sublicense terminable at any time by Flipkart, at Flipkart's sole discretion.

10.3 Breach by Your Users. As a third-party beneficiary to all sublicenses pursuant to this Agreement, Flipkart will have the right, in its sole discretion, to directly enforce any term of the sublicense agreement against Your Users, including termination. You acknowledge and agree that any act or omission by Your User(s) amounting to a breach of this Agreement will be deemed a breach by you.

11 FEES AND PAYMENTS

11.1 Fees. All Flipkart Seller APIs are free and no fees is currently charged under this Agreement for the usage of APIs. Flipkart reserves the right to change its Fee Policy from time to time and the right to amend/introduce fees. Changes to the Fee Policy shall be updated at <https://seller.flipkart.com/api-docs/api-tou.html> and such changes shall automatically become effective immediately. If we introduce a new API service or feature, the fees for that service or feature, if any, are effective at the launch of the service or feature. Usage fees, if any, will be invoiced on a monthly basis for activity from the previous calendar month. In addition to the API fees, you will be responsible for all other fees associated with use of any Flipkart site or service. All fees made by you under this Agreement will exclude, and you will pay, any taxes associated with such fees, your Application, or this Agreement.

11.2 Payments. All fees are due and payable within thirty days of the invoice date; Flipkart may terminate this Agreement without notice to you if you fail to pay. All payments are non-refundable, whether or not you use the service purchased.

12 AVAILABILITY, SECURITY AND STABILITY

Flipkart makes no guarantees with respect to the availability or uptime of any Developers Program Tools, Flipkart Sites or services. Flipkart may conduct maintenance of the Developers Program Tools, or its Sites or services, at any time with a minimum of six hours or maximum of 48 hours / sufficient prior notice to you. Flipkart may at its sole discretion withdraw any Developers Program Tools, or its Sites or services, temporarily or permanently, and in such an event, we will communicate to you about the same on a best effort basis. Flipkart may change the method of access to the Developers Program Tools at any time.

It is in the best interests of both parties that Flipkart maintain a secure and stable environment. In the event of degradation or instability of Flipkart's system or an emergency, Flipkart may, at its sole discretion, temporarily suspend your access to the Developers Program Tools or Flipkart's sites and services under this Agreement. Your continued access to the Developers Program Tools and Flipkart Content is subject to your compliance with the API Security Standards in Exhibit A, incorporated herein by this reference.

13 DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY STATED HEREIN, FLIPKART DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FLIPKART DOES NOT REPRESENT OR WARRANT THAT ANY FLIPKART SITE, SERVICES, OR DEVELOPERS PROGRAM TOOLS WILL OPERATE SECURELY OR WITHOUT INTERRUPTION. ALL MARKS,



LOGOS, PRODUCTS, AND SERVICES PROVIDED BY FLIPKART HEREUNDER ARE PROVIDED “AS IS” AND “AS AVAILABLE.” YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

FLIPKART WILL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FLIPKART’S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED INR. 5,000/-.

14 INDEMNIFICATION

You will indemnify, defend, and hold Flipkart, its directors, employees, agents, consultants, subsidiaries, partners, affiliates, and licensors harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) (collectively, “**Claims**”) that may arise from or are related to **(i)** your use of the Developers Program Tools; or **(ii)** the contents, development, maintenance, and use of your Application, including but not limited to any infringement of any third-party proprietary rights; or **(iii)** breach of confidentiality obligations under this Agreement; or **(iv)** violation of applicable laws. At Flipkart’s option, you will assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, Flipkart may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, you will not settle any such Claim without Flipkart’s prior written consent).

15 TERM AND TERMINATION

15.1 Term. The term of this Agreement will begin on the date on which you agree to and accept this Agreement. It will continue until terminated in accordance with this Agreement.

15.2 Termination. This Agreement will terminate automatically without notice if you fail to comply with any of its terms. The license that is granted hereunder is dependent on your compliance with this Agreement and terminates automatically if you fail to comply with the terms. **FLIPKART RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT OR SUSPEND OR DISCONTINUE YOUR ACCESS TO THE API, OR ANY PORTION OR FEATURE THEREOF, FOR ANY OR NO REASON AND AT ANY TIME WITH OR WITHOUT NOTICE TO YOU AND WITHOUT LIABILITY TO YOU.**

15.3 If you wish to terminate this Agreement, you must email a termination notice to seller-api-queries@flipkart.com; any other methods used by you to terminate the Agreement will be void and will not result in a termination. Your termination notice will be effective when it is received by Flipkart.

15.4 Effect of Termination. Upon the termination of this Agreement, your Access Tokens will be revoked and all rights and licenses granted hereunder will terminate. You will destroy all your intermediate copies of Flipkart Content and Personal Information (defined in Section 4.1) within ten days of termination and provide written proof of destruction to Flipkart upon request.

15.5 Survival. The following Sections will survive any termination of this Agreement: [1] Definitions, [3] Flipkart Content, [5] Restricted Activities, [6] Flipkart Policies, [9.1] Ownership and Licensing, [11] Fees and Payments, [13] Disclaimer of Warranties and Limitation of Liability, [14] Indemnification, [15.4] Effect of Termination, [16] Confidentiality, [17] Publicity, [18] Miscellaneous.

16 CONFIDENTIALITY



“Confidential Information” will include all information provided by Flipkart to you under this Agreement, including without limitation, Developers Program Tools, Flipkart Content, and Access Tokens. You will not use or disclose Confidential Information other than as required to perform under and permitted by this Agreement. Your confidentiality obligations will survive the termination of this Agreement for three (3) years. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that Flipkart will be entitled (without waiving any other rights or remedies) to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond. Any information provided by you to Flipkart hereunder is considered by Flipkart to be non-confidential. Flipkart has no duty, express or implied, to pay any compensation for the disclosure or use of any such information provided by you to Flipkart. You acknowledge and agree that any information you provide to Flipkart is solely to consider a business relationship under this Agreement and you have no expectation of payment.

17 PUBLICITY

You will not make any public statement regarding this Agreement, the terms of this Agreement, any aspect thereof without Flipkart’s prior written approval, which may be withheld at Flipkart’s sole discretion. You permit Flipkart to make public statements about your use of the Developers Program Tools or participation in the Flipkart Developers Program.

18 LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with the laws of India. Courts at Bangalore, Karnataka shall have exclusive jurisdiction over any/all claims arising out of this Agreement.

19 MISCELLANEOUS

You acknowledge and agree that this Agreement along with the Exhibits constitutes the entire agreement between the parties with respect to the subject matter hereof and any conflicting or additional terms contained in other documents or oral discussions are void. You may grant approvals, permissions, and consents to Flipkart by email, but any modifications by you to this Agreement must be made in writing (not including email) executed by both parties. Flipkart may refuse to execute any such writings at Flipkart’s sole discretion. Any notices to Flipkart must be sent to our corporate headquarters address as set forth on our Website via email or overnight courier, and is deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention, and remaining provisions of the Agreement will remain in full effect. Neither party may assign this Agreement without the prior express written permission of the other party. Notwithstanding the foregoing, your consent shall not be required for Flipkart’s assignment or transfer **(i)** due to operation of law, or **(ii)** to an entity that acquires substantially all of Flipkart’s stock, assets or business, or **(iii)** to a related entity (for example: parent or a subsidiary of parent). You and Flipkart are not legal partners or agents, but are independent contractors.

Exhibit A

API Security Standards



You will comply with the following API Security Standards (“Security Standards”):

1. Access Protocol.

1.1 OAuth. All access to Flipkart’s Seller APIs by any user(s) is mandatorily via the authentication and authorization protocol of OAuth 2.0 more fully described here - <http://oauth.net/2/>. Basic Authentication or unauthenticated requests are not supported.

1.2 Personas. Only user(s) who are either seller(s) with valid seller credentials or partner(s) with valid partner credentials in the Flipkart User Service are granted access to Flipkart’s Seller APIs

2. Security Audits.

2.1 Audit. Flipkart reserves the right to periodically audit your Systems to ensure compliance with the requirements of this Exhibit. Non-intrusive network and application security scans may be performed randomly without prior notice.

2.2 Audit After a Security Breach Incident. For purposes of these Security Standards, a “Security Breach” is defined as a breach of security of your facility, systems, or sites where Flipkart Content or Flipkart User Data has been acquired by an unauthorized person. In the event of a Security Breach, Flipkart may suspend or terminate your access to the API and Flipkart content, and Flipkart may conduct a Security Audit.

2.3 Flipkart Results and your Response. Flipkart will provide you with detailed results of any Security Audit performed by Flipkart pursuant to these Security Standards. You will be granted thirty (30) days to resolve any issues Flipkart has identified through a security audit. Should you fail to resolve such identified issues, Flipkart may immediately suspend or terminate your access to the API and Flipkart content without notice to you.

3. Security Incidents and Response.

3.1 Notification and Timing. Notwithstanding any other legal obligations you may have, you agree to immediately notify Flipkart in writing upon your discovery of a Security Breach. You agree to use commercially reasonable efforts to notify Flipkart of your detection of a Security Breach no more than twenty-four (24) hours after detection of a Security Breach. Notwithstanding the foregoing, under no circumstances will more than two (2) days pass between your detection of a Security Breach and Flipkart being notified.

3.2 Notification Format. Your notification of a Security Breach in accordance with the requirements set forth above will take the form of an email to seller-api-queries@flipkart.com. Such notification email will include: a problem statement, expected resolution time (if known), and the name and phone number of your representative that Flipkart can contact to obtain incident updates.

4. Security Precautions- Best Practices. You agree to adhere at all times to reasonable security practices, as specified in current industry literature on topics relevant to your interaction with Flipkart. In the event such best practices conflict with these Security Standards, you will comply with these Security Standards.

5. Data Security.

5.1 Data Storage. You agree to maintain reasonable safeguards to protect the security of the following information, whether provided to you by a Flipkart User Or obtained from Flipkart through the API:

- Flipkart user email addresses



- OAuthTokens
- Flipkart user ID (includes seller ID or partner ID or related)
- Any other Flipkart user data

At no time will you collect or store Flipkart user passwords, credit card numbers, financial information, Personal Identification Numbers, Driver's License numbers, or State Identification Card numbers, in any form. Flipkart user IDs used to authenticate access to the API must be kept confidential and under no circumstances be exposed to the public. If Flipkart believes that Flipkart user IDs have been compromised, Flipkart reserves the right to immediately terminate access and issue a new Flipkart user ID to you.

6. **Change Notification.** Any change to the Security Standards described in this section will be communicated to you by email, and the changes shall be effective ninety (90) days after posting such changes to <https://seller.flipkart.com/api-docs/changelog.html> and updating this agreement at <https://seller.flipkart.com/api-docs/api-tou.html>.

Exhibit B

API Rate Limits

You will comply with the following Rate Limiting Policies applicable for all Flipkart Seller APIs ("Rate Limits"):

1. **Limits.** Based on the User persona as per the table below, you can make API requests (GET/ POST):



User	# of requests defined per	Max. # of API requests per hour (60 minutes) on a rolling basis	Max. # of API requests per day (24 hours) on a rolling basis
Seller	Seller ID	1000	Not Applicable
Partner	Partner ID	1000	300000

Note: Push Notifications from Flipkart to API clients (of Seller or Partner) are excluded from the rate limits defined above.

2. Abuse Rate Limits. To protect Flipkart's quality of service, additional Rate Limits may apply to some actions or during certain sale days when additional traffic is anticipated. For example, rapidly creating content, polling aggressively, making API calls with high concurrency, or repeatedly requesting data that is computationally expensive may result in abuse of Rate Limits.

It is not intended for this rate limit to interfere with any legitimate use of the API. Your normal Rate Limits, as defined in the table above, should be the only limit you target. Please contact seller-api-queries@flipkart.com if your use is affected by this Rate Limit. To ensure you are following the best practices of API usage, refer to our guidelines at https://seller.flipkart.com/api-docs/best_practices.html

3. Change Notification. Any change to the rate limits described in this section will be communicated to you by email, and the changes shall be effective ninety (90) days after posting such changes to <https://seller.flipkart.com/api-docs/changelog.html> and updating this agreement at <https://seller.flipkart.com/api-docs/api-tou.html>.

Exhibit C

API Versioning and Deprecation

Flipkart's Seller APIs evolve on a continuous basis to make available functionality to external API clients in a rapidly growing e-commerce environment. This policy is applicable to all Flipkart Users.



1. Versioning. Any API or a set of APIs across modules (for example Listings, Order, or Returns) are subject to changes or enhancements with respect to:

- Request and response object structures
- Addition, modification, or deletion of attributes
- Data types conversion for attributes (for example: Long to String)
- Functional logic and conditions for API processing (for example: Pack only after dispatchAfterDate)
- API access URL
- New API functionality
- Other changes

2. API Release. A new version of the API will be released in the Flipkart Sandbox with a prior email communication accompanied by release notes and documentation that provide context on the changes, the impact, and the time frame to upgrade to the new version. Subsequently, email communication is sent when the API is released in Flipkart Production. Once released, the API Documentation available at <https://seller.flipkart.com/api-docs/FMPlatOverview.html> will always display details related to the latest version of the API.

3. Deprecation. A new version of the API, once released in Production, will be supported for 3 calendar months effective the date of release, post which the older version of the API will be deprecated (shut-down), both in Production and Sandbox. Post deprecation, the latest version of the API will be the only version that is supported. You will receive two (2) reminder email communications in the interim before the older version of the API is deprecated.

3. Change Notification. Any change to the **Versioning** and **Deprecation** policies described in this section will be communicated to you by email, and the changes shall be effective ninety (90) days after posting such changes to <https://seller.flipkart.com/api-docs/changelog.html> and updating this agreement at <https://seller.flipkart.com/api-docs/api-tou.html>.