

Seller Agreement of Jagoeve

This document is an electronic record in terms of Information Technology Act, 2000 including all its amendments and rules made thereunder 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 agreement contains the terms and conditions that govern your access to and use of the Jagoeve website through a particular account or accounts and is an agreement between you or the business you represent (YOU) and Jagoeve by registering for or using the www.jagoeve.com site, YOU (on behalf of yourself or the business you represent) agree to be bound by the terms of this agreement, including the service terms and programme policies for each service you register for or use in connection with the Jagoeve site.

As used in this Agreement, "WE", "US", and "JAGOEVE", means the Jagoeve in the applicable Terms of Sale. If there is any conflict between these General Terms and the applicable Terms of Sale, the Terms of Sale will govern.

1. To know about Registration

You must complete the registration process of the Jagoeve; a e commerce B2C and B2B website that work on a market place model. Use of the Jagoeve site is limited to parties that can lawfully enter into and form contracts under applicable Law. As part of the application, you must provide us with your (or your business) legal name, address, phone number and e-mail address. We may at any time cease providing any or all of the Services of Jagoeve at our sole discretion and without any notice. If you use the Website, you shall be responsible for maintaining confidentiality of your display name and password and all activities that occur with the use of your display name and password. You agree that if you provide any information which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the TOU, we shall have the right to indefinitely suspend, terminate or block you from accessing the Jagoeve Website. When you use any of the services provided by us through the web site, you will be subject to rules, guidelines, terms and conditions applicable to such services, and they shall be deemed to be incorporated into the Terms Of Use (TOU), and shall be considered as part and parcel of this Agreement. Jagoeve reserve the right at our sole discretion, to changes, modify, add or remove portions of this Agreement at any time without any written notice to you. It is your responsibility to review the Agreement periodically for update/changes. Your continued use of the web site following the postings of changes will mean that you accept and agree to the revisions of Agreement.

2. Fee Payment

You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the applicable Terms of Sale provide otherwise. You are required to submit valid Bank account information of your name ie., with a bank located within India and enabled for Your Account and the Bank is acceptable by Jagoeve (which functionality may be modified or discontinued by us at any time without notice). You will use only a name you are authorized to use in connection with the Service and will update such information as necessary to ensure that it at all times remains accurate and complete. You authorize us to verify your information (including any updated information), to obtain credit reports about you from time to time, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). At Jagoeve's option, all payments to you will be made to Your Bank Account, via cheque or electronic transfers or other means as specified by us. You agree that jagoeve shall not be liable for any failure to make payments to you on account of incomplete or inaccurate information provided by you with respect to Your Bank Account.

In addition to charging payable sums to Your Credit Card, we may instead choose to either:-

(a) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you, or

(b) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency. If we discover erroneous or duplicate transactions, then we reserve the right to seek reimbursement from you by deducting from future payments owed to you,

charging Your Credit Card, or seeking such reimbursement from you by any other lawful means; provided that the foregoing will not limit your rights to pursue any good faith dispute with Jagoeve concerning whether any amounts are payable or due.

If we reasonably conclude based on information available to us that your actions and/or performance in connection with this Agreement may result in a significant number of customer disputes, chargebacks or other claims, then we may, in our sole discretion and subject to applicable Law, delay initiating any payments to be made or that are otherwise due to you under this Agreement for the shorter of:

- (a) a period of ninety (90) calendar days following the initial date of suspension; or
- (b) completion of any investigation(s) regarding your actions and/or performance in connection with the Agreement.

3. Duration and Termination of Agreement

The duration of this Agreement will start on the date of your completed registration for one or more of the Services and continue until terminated by us. We may terminate or suspend this Agreement or any Service immediately in our sole discretion by notice to you for any reason at any time. Any terms that expressly survive according to the applicable Terms of Sale will also survive termination.

4. Operational Licence

You grant us a royalty-free, non-exclusive, nationwide, irrevocable right and licence during the Term and for as long thereafter as you are permitted to grant the said licence under applicable Law to use, reproduce, perform, display (public communication), distribute, adapt, modify, re-format, create and exploit derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials ; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Trademarks (provided you are unable to do so using the standard functionality made available to you); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a licence from you or your Affiliates under applicable Law .

5. Obligation and exercise of right

You represent and warrant to us that:

- (a) if you are a business, you are duly organized, validly existing and in good standing under the Laws of the territory in which your business is registered and are a resident of India for income tax purposes every financial year;
- (b) you have all requisite right, power and authority to enter into this Agreement and perform your obligations and grant the rights, licences and authorizations you grant hereunder; and
- (c) you and all of your subcontractors, agents and suppliers will comply with all applicable Laws in your performance of your obligations and exercise of your rights under this Agreement.

6. Compensation

You release us from, and agree to indemnify, defend and hold harmless us (and our officers, directors, employees, agents , associates and Affiliates) against, any claim, loss, damage, settlement, cost, taxes, expense or other liability (including, without limitation, attorneys' fees) arising from or related to:

- (a) your actual or alleged breach of any obligations in this Agreement;

(b) any sales channels owned or operated by you, Your Products (including the offer, sale, if any, refund, adjustment, cancellation, or return thereof), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death or property damage related thereto; or

(c) Your Taxes. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we determine in our sole discretion that any indemnified Claim might adversely affect us, we may take exclusive control of the defence at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

7. Waive and Relinquish

(a) As a user of the Jagoeve website and its services, the services and any online portal or tool provided by Jagoeve help you to avail the services at your own risk. We waive and relinquish :-

- (1) Any presentations, warranties, declarations or guarantees regarding this agreement the services or the transactions contemplated hereby, including any implied warranties Declarations or Guarantees of merchantability, fitness for a particular purpose or Non-infringement;
- (2) Implied warranties arising out of course of dealing, course of performance or usage of trade, and:
- (3) Any obligation, liability, right, claim or remedy in tort, whether or not arising from our negligence, we do not warrant that the functions contained in the Jagoeve website or services will meet your requirements or be available, timely, secure, uninterrupted or error free, and we will not be liable for any service interruptions, including, but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of any transactions.

(b) Jagoeve is not involved in transactions between customers and sellers dealings and functions on a market place model. If a dispute arises between customers and sellers, each of you release Jagoeve (and its employees) from claims, demands, and damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

8. Accountability

We will not be liable [whether in contract, warranty, tort, delict (including negligence, product liability, and type of civil responsibility) or other theory] or otherwise to you or any other person for cost of cover, recovery or recoupment of any investment made by you in connection with this agreement, or for any loss, revenue, business, or data or punitive or consequential damages arising out of or relating to this agreement, even if Jagoeve has been advised of the possibility of such costs or damages. Further except in case of gross negligence or willful misconduct, our aggregate liability arising out of or in connection with this agreement or the transactions contemplated hereby will not exceed at any time the total amounts during the prior six month period paid by you to Jagoeve in connection with the particular service and the Jagoeve website giving rise to the claim.

9. Various types of Taxes and Returns

You will be responsible for the collection and payment of any and all of Your Taxes together with the filing of all relevant returns, such as Service Tax, VAT/CST/GST and issuing VAT/CST/GST invoices/credit memos where required. Jagoeve is not responsible for collecting, remitting or reporting any Service Tax, VAT/CST/GST or other taxes arising from such sale. It is solely your responsible for preparing, making and filing any tax audit report and statutory reports and other filings and responding to any tax or financial audits.

Unless stated otherwise, any and all fees payable by you pursuant to this Agreement are exclusive of all value added, service, sales, use, goods and services and similar taxes, and you will pay any taxes that are imposed and payable on such amounts. If we are required by law or by administration thereof to collect any value added, service, sales, use, goods and services or similar taxes from you, you will pay such taxes to us.

If for any reason, any income tax or withholding tax is determined to be deducted and deposited on any payments or remittances to you, Jagoeve will have the right to deduct and deposit any such applicable taxes with the appropriate regulatory authority. No claim in respect of the taxes deposited would be made by you against Jagoeve.

It is your responsibility as a seller on the Jagoeve.com platform to choose the correct tax rate is applied on all products offered for sale by you on Jagoeve.com. If we determine that you are not in compliance with this section, then we may suspend the services provided to you on the Jagoeve.com platform.

10. Privileged Information

During the course of your use of the Services, you may receive information relating to us or to the Services that is not known to the general public. You agree that:

(a) all Privileged Information will remain Jagoev's exclusive property;

(b) you will use Privileged Information only as is reasonably necessary for your participation in the Services and ensure that persons who have access to Privileged Information will be made aware of and will comply with the obligations in this provision; and

(c) you will not otherwise disclose Privileged Information to any individual, company, or other third party or publish or cause to publish the same in any media. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks or logo in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.

11. Force Majeure

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

12. Correlation and dependence

You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, association of persons, agency, franchise, sales representative, or employment relationship between the parties. Jagoeve is not an auctioneer, neither is it an intermediary between the customer and the seller. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website, blog, other platforms and websites by whatever name known including all social media platforms or otherwise, that would contradict anything in this section. This Agreement will not create an exclusive relationship between you and us.

13. Convey Transaction Details.

You will not directly or indirectly:

(a) disclose or convey any Jagoeve Transaction Details (except you may disclose this information as necessary for you to perform your obligations under this Agreement and provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information);

(b) use any Jagoeve Transaction Details for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or applicable Law;

(c) contact a Person that has ordered Your Product that has not yet been delivered with the intent to collect any amounts in connection therewith, to influence such Person to make an alternative purchase, or to harass such Person;

(d) disparage us, or our respective products or services or any customer; or

(e) target communications of any kind on the basis of the intended recipient being a Jagoeve Site user.

14. Propositions, Comments and ideas

If you elect to provide or make available propositions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to the Jagoeve website or Services (including any related Technology), we will be free to use, disclose, reproduce, modify, licence, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

15. Amendment of agreements and policies

We may amend any of the terms and conditions contained in this Agreement (including the Terms of Sale and Programme Policies) at any time and solely at our discretion. Any changes will be effective upon the posting of such changes on Seller Panel or on the Jagoeve website, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the Agreement will be posted for at least 30 calendar days. Changes to Programme Policies may be made without notice to you. You should refer regularly to Your Account or Seller Panel, respectively, to understand the current Agreement and Programme Policies and to be sure that the items you offer for sale can be sold via the Service in connection with the Jagoeve website. Your continued use of a service after Jagoeve's posting of any changes will constitute your acceptance of such changes or modifications.

16. Maintaining the Password

Any password we provide to you may be used only during the Term to access Your Account (or other tools we provide) to use the Service, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use Your Account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

17. Other conditions

This Agreement will be governed by the laws of India, without reference to rules governing choice of laws or the Convention on Contracts for the National Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the courts at Thiruvananthapuram, Kerala State regarding any dispute with Jagoeve relating in any way to this Agreement or your use of the Services. You may not transfer or assign all or any portion of this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

Jagoeve retains the right to immediately halt any transaction, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by the applicable Programme Policies.

Sellers can only sell New and unused products through Jagoeve website. They cannot sell defunct, refurbished or otherwise used products via Jagoeve website and any such sales by the seller shall be considered null and "void ab initio" and such seller's products shall be removed from the website without any notice, and appropriate compensation shall be recovered from them within the means of this agreement and as per the laws of the land.

The authentic language of this Agreement and subsidiary or associated documentation shall be English and any translations provided in any other language is for convenience only. Any summary guidelines issued regarding this agreement is for reference purpose only and in the event of any dispute, the agreement shall prevail. In the event of any conflict or difference in interpretation between the English language version of this Agreement and subsidiary or associated documentation and any translation of them, the English language version and interpretation shall prevail. You agree we may communicate with you in English during the Term of this Agreement.

You agree that we may, in our sole discretion, disclose or make available any information provided or submitted by you or related to your participation under this Agreement (including information regarding Your Products or Your Transactions) to any judicial, quasi-judicial, governmental, regulatory or any other authority as may be required by us to co-operate and or comply with any of their orders, instructions or directions or to fulfil any requirements under applicable Laws.

We will send all notices and other communications (including transactional, promotional and/or commercial communication) to you at the e-mail addresses and phone numbers you designated for notifications and updates in your programme application or within the Seller Panel allocated to you or to Your Account respectively, or at the valid phone number provided by you or any other means then specified by us. You consent to receive such communications through any mode including SMS, e-mail, phone calls etc. You may change your e-mail addresses or phone numbers via Your Account and your seller panel. You will update your e-mail addresses (as well as your legal name, address and phone number) as often as necessary to ensure that they are accurate. You must send all notices and other communication relating to Jagoeve to us.

This Agreement incorporates and you hereby accept the applicable Terms of Sale and the applicable Programme Policies, which Jagoeve may modify from time to time. In the event of any conflicts between the Programme Policies and this Agreement, the Programme Policies will prevail. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter described herein and supersedes any previous or contemporaneous oral or written agreements and understandings.

18. Grievance Officer :- You agree that we may, in our sole discretion, disclose or make available any information provided or submitted by you or related to your participation under this Agreement (including information regarding Your Products or Your Transactions) to any judicial, quasi-judicial, governmental, regulatory or any other authority as may be required by us to co-operate and in accordance with the IT Act, 2000, and the rules thereunder, the name and contact details of the Grievance Officer is provided below:-

All grievances to be filed to/before or mailed to:-

**Mr. C. Rajasekharan Nair, Director (Administration),
Grievance Officer, JAGOEVE, T.C.9/1483 (1), 'Dhanya', Radhappurakunnu Road, Sasthamangalam P.O,
Thiruvananthapuram, Pin 695010, KERALA, INDIA.
Phone: +91 471-2724111. Time: Mon-Fri (10.00-16.00 hours) Email- grievance@jagoeve.com**

Jagoeve Terms of Sale

The Selling on Jagoeve website is a Service that allows you to list products for sale directly via the Jagoeve Site. These Selling on Jagoeve Terms of Sale are part of the Jagoeve Terms of Use , but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Jagoeve. While registering or using selling on Jagoeve, You agree to be bound by the Jagoeve Terms of Sale.

1. Product Details:- You will, in accordance with applicable Programme Policies, provide in the format we require accurate and complete Required Product Details for each product that you make available to be listed for sale through the Jagoeve website and promptly update such information as necessary to ensure that it remains accurate and complete all the time. You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same on the Jagoeve Site comply with all applicable Laws (including all marking and labeling requirements) and do not contain any sexually explicit, defamatory or obscene materials or any unlawful materials. You may not provide any information for, or otherwise seek to list for sale on the Jagoeve website, any Excluded Products; or provide any URL Marks for use, or request that any URL Marks be used, on the Jagoeve Site. For each item you list on the Jagoeve Site, you will provide to us the State from which the item ships.

2. Product categories and Listing:-. We will list Your Products for sale on the Jagoeve website in the applicable product categories which are supported for third party sellers generally on the Jagoeve website, and conduct merchandising and promote Your Products as determined by us (including any other functions, features, advertising, or programs on or in connection with the Jagoeve website). Jagoeve reserves its right to restrict at any time in its sole discretion the access to list in any or all categories on the Jagoeve website. We may use mechanisms that rate, or allow shoppers to rate, Your Products and/or your performance as a seller on the Jagoeve website and We may make these ratings and feedback publicly available. We will provide Order Information to you for each of Your Transactions. Sales Proceeds will be paid to you only in accordance with our policies.

3. Credit/Debit Card Fraud:-

A fraudulent purchase arising from the theft and unauthorized use of a third party's credit/Debit card information occurring in connection with Your Transactions, and you will bear all other risk of fraud or loss; provided, that we will not bear the risk of credit/debit card fraud in connection with any Seller. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of Your Transactions. You will stop and/or cancel orders of Your Products if we ask you to do so (provided that if you have transferred Your Products to the applicable carrier or shipper, you will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). You will refund any customer that has been charged for an order that we stop or cancel.

4. Sale Procedure

For the Jagoeve Site for which you register or use the Selling on Jagoeve Service, you will:-

- (i) source, sell, and deliver your Seller Products, in accordance with the terms of the applicable Order information, these Terms of Sale and the Agreement, and all terms provided by you and displayed on the Jagoeve website at the time of the order and be solely responsible for and bear all risk for such activities;
- (ii) package each of Your Products in a commercially reasonable manner and ship each of Your Products on or before its Estimated Ship Date;
- (iii) retrieve Order Information at least once each Business Day;

- (iv) not cancel any of Your Transactions except as may be permitted pursuant to your terms and conditions appearing on the Jagoeve website at the time of the applicable order (which terms and conditions will be in accordance with this Agreement) or as may be required under this Agreement;
- (v) ship Your Products throughout India (except to the extent prohibited by applicable Law or this Agreement);
- (vi) provide to Jagoeve information regarding shipment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available;
- (vii) comply with all Street Date instructions;
- (viii) notwithstanding any other provision of these Terms of Sale, ensure that you are the seller of all products made available for listing for sale hereunder;
- (a) include an order-specific packing slip within each shipment of Your Products;
- (b) identify yourself as the seller of the product on all packing slips or other information included with Your Products and as the Person or entity to which a customer may return the applicable product; and
- (c) not send customers emails confirming orders or shipments of Your Products (except that to the extent we have not yet enabled functionality for Your Account that allows payment to be processed on the basis of when shipment occurs, then you will send customers emails confirming shipment of Your Products in a format and manner reasonably acceptable to us).

5. Returns and Refunds

For all of Your Products you will accept and process returns, refunds and adjustments in accordance with these Terms of Sale and the Jagoeve Refund Policies published at the time of the applicable order, and we may inform customers that these policies apply to Your Products. You will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and other charges) or other amounts to be paid by you to customers in connection with Your Transactions, using a functionality we enable for Your Account. This functionality may be modified or discontinued by us at any time without notice and is subject to the Programme Policies and the terms of this Agreement. You will route all such payments through Jagoeve. We will provide any such payments to the customer (which may be in the same payment form originally used to purchase Your Product), and you will reimburse us for all amounts so paid and the Jagoeve Refund Policies published at the time of the applicable order will apply, and you will comply with them. You will promptly provide refunds and adjustments that you are obligated to provide under the applicable Jagoeve Refund Policies and as required by Law, and in no case later than Fifteen (15) calendar days following after the obligation arises. For the purposes of making payments to the customer (which may be in the same payment form originally used to purchase Your Product), you authorize us to make such payments or disbursements from your available balance in the Account. In the event your balance in the Account is insufficient to process the refund request, we will process such amounts due to the customer on your behalf, and you will reimburse us for all amounts so paid.

6. Non-Delivery and Recalls

You are responsible for: any non-delivery, misdelivery, theft or other mistake or act in connection with the delivery of Your Products, except to the extent caused by:

- (i) credit card fraud for which we are responsible or
- (ii) our failure to make available to you Order Information as it was received by us or resulting from address verification. Notwithstanding the previous sentence, if any, Terms of Sale will apply to non-delivery,

misdelivery, theft or other mistake or act in connection with the delivery of those of Your Products. You are also responsible for any non-conformity or defect in, or any public or private recall of, any of Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products.

7. Chargeback & Guarantee

If we inform you that we have received a claim under the Guarantee offered on the Jagoeve Site, or any chargeback or other dispute, concerning one of Your Transactions, you will deliver to us:-

- (i) proof of delivery of Your Product(s) (as applicable);
- (ii) the applicable Jagoeve order identification number; and a description of Your Product(s) (as applicable). If you fail to comply with the prior sentence, or if the claim, chargeback, or dispute is not caused by:
- (iii) credit card fraud for which we are responsible or
- (iv) our failure to make your Order Information available as the same was received by us or resulting from address verification, then you will promptly reimburse us the amount of the customer purchase (including the Purchase Price, all shipping charges and all taxes) and all associated credit card association, bank or other payment processing, re-presentment and/or penalty fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by us.

8.Sales Channels

You are free to determine which of Your Products you wish to list for sale on the Jagoeve website. You will maintain parity between the products you offer through Your Sales Channels and the products you list on the Jagoeve website by ensuring that at the applicable Selling on Jagoeve Launch Date and thereafter:

- (i) the Purchase Price and every other term of offer and/or sale of Your Product (including associated shipping and other charges, Shipment Information, any "low price" guarantee, rebate or discount, any free or discounted products or other benefit available as a result of purchasing one or more other products, and terms of applicable return and refund policies) is at least as favourable to users of the Jagoeve website as the most favourable terms upon which a product is offered and/or sold via Your Sales Channels (excluding consideration of Excluded Offers);
- (ii) customer service for Your Products listed on the Jagoeve website is at least as responsive and available and offers at least the same level of support as the most favourable customer services offered in connection with any of Your Sales Channels (provided that any such customer service will at all times be conducted in a timely, professional and courteous manner) (this requirement does not apply to customer service for payment-related issues on Your Transactions, which we will provide); and
- (iii) the Content, Required Product Information and other information regarding Your Products listed on the Jagoeve website that you provide to us is of at least the same level of quality as the highest quality information displayed or used in Your Sales Channels. If you become aware of any non-compliance with (i) above, you will promptly compensate adversely affected customers by making appropriate refunds to them.

9. Compensation

You will pay us:

- (i) the applicable Referral Fee/ Marketing Fees;
- (ii) any applicable Closing Fees if any; and

(iii) if applicable, the non-refundable Selling on Jagoeve Subscription Fee in advance for each month (or for each transaction, if applicable) during the Term of this Agreement. Selling on Jagoeve Subscription Fee means the fee specified as such on the selling on Jagoeve fee schedule for the Jagoeve website at the time of such fee is payable. With respect to each of Your Transactions:

(a) "**Sales Proceeds**" means the total proceeds on the sale of product;

(b) "**Closing Fees**" means the applicable fee, if any, as specified in the jagoeve website; and

(c) "**Referral Fee**"/ **Marketing fees** means the applicable percentage of the Sales Proceeds from Your Transaction through the Jagoeve website as specified in Jagoeve website at the time of Your Transaction, based on the categorization by Jagoeve of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds may or may not, as the case may be, include any shipping charge set by us in the case of Your Transactions. Service tax applicable will be payable over and above the Jagoeve marketing fees. Except as provided otherwise, all monetary amounts contemplated in these Terms of Sale will be expressed and provided in the Local Currency, and all payments contemplated by this Agreement will be made in the Indian Currency.

All taxes or surcharges imposed on fees payable by you to Jagoeve will be your responsibility.

10. Nodal Account:- Remittances to you for Your Transactions will be made through a nodal account (the Nodal Account) in accordance with the directions issued by Reserve Bank of India for the opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries vide its notification RBI/2009-10/231 DPSS.CO.PD.No.1102 / 02.14.08/ 2009-10 dated November 24, 2009. You authorize and permit us to collect and disclose any information (which may include personal or sensitive information such as Your Bank Account information) made available to us in connection with this Agreement to a bank, auditor, processing agency, or third party contracted by us in connection with this Agreement.

Subject to and without limiting any of the rights described in the General Terms, we may hold back a portion or your Sale Proceeds as a separate reserve ("**Reserve**"). The Reserve will be in an amount as determined by us and the Reserve will be used only for the purpose of settling the future claims of customers in the event of non-fulfillment of delivery to the customers of your Products keeping in mind the period for refunds and charge backs.

Except as otherwise stated in this Agreement (including without limitation of the General Terms), you authorize us and we will remit the Settlement Amount to Your Bank Account on the Payment Date in respect of an Eligible Transaction. When you either initially provide or later change Your Bank Account information, the Payment Date will be deferred for a period of up to 14 Calendar Days. You will not have the ability to initiate or cause payments to be made to you. If you refund money to a customer in connection with one of Your Transactions, on the next available Designated Day for Jagoeve website, we will credit you with the amount of the Referral Fee/ Marketing Fees paid by you to us attributable to the amount of the customer refund, less the Refund Administration Fee for each refund, which amount we may retain as an administrative fee.

"**Eligible Transaction**" means Your Transaction against which the actual shipment date has been confirmed by you and shipment has been made.

"**Designated Days**" means any particular Business Days of the week designated by Jagoeve on a weekly basis, in its sole discretion, for making remittances to you.

"**Payment Date**" means the Designated Day falling immediately after 14 calendar days (or less in our sole discretion) of the Eligible Transaction.

"**Settlement Amount**" means Sales Proceeds (which you will accept as payment in full for the sale and shipping of Your Products), less: (a) the Referral Fees/ Marketing Fees due for such sums; (b) any Selling on Jagoeve Subscription Fees due; (c) taxes required to be charged by us on our fees; (d) any refunds due to customers in connection with the jagoeve Site;

(e) Reserves, as may be applicable, as per this Agreement; (f) Closing Fees, if applicable; and (g) any other applicable fee prescribed under the selling Policies if applicable.

In the event that we elect not to recover from you a customer's chargeback, failed payment, or other payment reversal (a "**Payment Failure**"), you irrevocably assign to us all your rights, title and interest in and associated with that Payment Failure.

11. Functionality and Control of Jagoeve website

Notwithstanding any provision of this Agreement, we will have the right in our sole discretion to determine the content, appearance, design, functionality and all other aspects of the Jagoeve website and the Selling on Jagoeve Service (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of, and prevent or restrict access to any of the Jagoeve website and the Selling on Jagoeve Service and any element, aspect, portion or feature thereof (including any listings), from time to time) and to delay or suspend listing of, or to refuse to list, or to de-list, or require you not to list any or all products on the Jagoeve website in our sole discretion.

12. Expiration of Term

Upon termination of these Selling on Jagoeve Terms of Sales in connection with the Jagoeve website, all rights and obligations of the parties under these Terms of Sales with regard to the Jagoeve website will be extinguished, except that the rights and obligations of the parties with respect to Your Transactions occurring during the Term will survive the termination or expiration of the Term.

13. Regarding Taxes

In addition to the General Terms, you agree that, unless otherwise agreed by Jagoeve in advance in writing, the price stated by you for Your Products is inclusive of all taxes including VAT/CST/GST, customs duty, excise duty or other tax or levy that you may be required to remit in connection with such sale.

All payments by Jagoeve to you shall be made subject to any applicable withholding taxes under the applicable Law. Jagoeve will retain, in addition to its net fees together with any applicable taxes Jagoeve determines it is obligated to charge or collect on the fees, an amount equal to the legally applicable withholding taxes at the applicable rate. You are responsible for deducting and depositing the legally applicable taxes and delivering to Jagoeve sufficient documents evidencing the deposit of such tax. Upon receipt of the evidence of deduction of such tax, Jagoeve will remit the amount evidenced in the certificate to you. Upon your failure to duly deposit these taxes and provide evidence to that effect within five (5) Business Days from the end of the relevant month, Jagoeve shall have the right to utilize the retained amount for discharging its tax liability.

Where you have deposited the taxes, you will issue an appropriate tax withholding certificate for such amount to Jagoeve and Jagoeve shall provide the necessary support and documentation as may be required by you for discharging your obligations.

Jagoeve has the option to obtain an order for lower or NIL withholding tax from the Indian Revenue authorities. In case Jagoeve successfully procures such an order, it will communicate the same to you. In that case, the amounts retained shall be in accordance with the directions contained in the order as in force at the point in time when tax is required to be deducted at the source.

14. Selling on Jagoeve Definitions

"**Jagoeve Refund Policies**" means the return and refund policies published on the Jagoeve website.

"**Estimated Ship Date**" means, with respect to any of Your Products, either:

- (i) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, either immediate or as applicable, specified by you in the product data page for Your Product on the Jagoeve website; or
- (ii) if you do not specify shipping availability information in Your Product data page or Your Product is in a product category that Jagoeve designates as requiring shipment within a maximum of two (2) days (excluding Sundays and public holidays), after the date on which the relevant order is placed by the customer.

15. "Festival Offer Price" means any discount, rebate, promotional offer, or other term of offer and/or sale that you:

- (a) have attempted to make available through the Jagoeve website but that we do not honour or support (but only until such time as we honour or support the same on the Jagoeve website); or
- (b) make available solely to third parties that either:
 - (i) purchase products solely for resale and who are not end users of such products (i.e., wholesale purchasers), or
 - (ii) have affirmatively elected and opted-in to participate in your and/or one of its affiliates' membership-based customer loyalty or customer incentive programs.

"Refund Administration Fee" means the lesser of INR 300 or twenty percent (20%) of the applicable Referral Fee.

16. "Required Product Information" means, with respect to each of Your Products in connection with the Jagoeve website, the following (except to the extent expressly not required under the applicable Policies):

- (a) description;
- (b) The numbers and other identifying information as Jagoeve may reasonably request;
- (c) information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Jagoeve from time to time);
- (d) categorization within each Jagoeve product category and browse structure as prescribed by Jagoeve from time to time;
- (e) digitized image that accurately depicts only Your Product and does not include any additional logos, text or other markings (and that complies with any Jagoeve published image guidelines);
- (f) Selling Price;
- (g) shipping and handling charge (in accordance with our standard functionality therefor);
- (h) any text, disclaimers, warnings, notices, labels or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising or sale of Your Product;
- (i) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product;
- (j) brand;
- (k) model;
- (l) product dimensions;

- (m) weight;
- (n) a delimited list of technical specifications;
- (o) The numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalogue; and
- (p) any other information reasonably requested by us

"Selling on Jagoeve Launch Date" means the date on which we first list one of Your Products for sale on the Jagoeve Site.

"Shipment Information" means, with respect to any of Your Products, the estimated or promised shipment and/or delivery date.

"Street Date" means the date(s), if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

"URL Marks" means any Trademark, or any other logo, name, phrase, identifier or character string, that contains or incorporates any top level domain (e.g., .com, co.in, co.uk, .in, .de, .es, .edu, .fr, .jp) or any variation thereof (e.g., dot com, dotcom, net, or com).

"Your Transaction" is defined in the seller agreement; however, as used in these Service Terms, it shall mean any and all such transactions through Selling on Jagoeve website only.

17. Festival Pricing :

As part of promotion of specific product category| sub category, / user specific category/ user specific product| product subcategory, / specific products / specific brand of products | specific brand of user/ specific products sold by different sellers at jagoeve website, jagoeve shall be conduction various shopping festivals, and the individuals sellers whose products are eligible to participate in that said shopping festival can submit their special festival price for the eligible products for the festival and the said pricing shall be the product selling price during the entire duration of the said shopping festival.

The Festival Price shall be:

- i) a discounted price or the festival price that the seller present for a product shall be less than the selling price published for the product for regular sales at jagoeve website;
- ii) the discount so offered by the seller shall be borne by the seller out of his profitability and the said discount amount given by the seller shall not be refunded or compensated for by jagoeve in any manner whatsoever;
- iii) any discounts given by jagoeve from its side for products sold via shopping festivals shall be borne by jagoeve out of revenue from marketing fees and such other fees received from the sale of the product;
- iv) Jagoeve reserves the right to remove a product from listing for shopping festival if Jagoeve feels that the seller is creating an unfair advantage in the market for his products by selling them at a loss;
- v) festival pricing offered by the seller for his products shall cease and the regular selling price shall be restored at the end of the said shopping festival duration;

- vi) Jagoeve reserves the right to cancel or stop an announced shopping festival without assigning any reason whatsoever and Jagoeve shall not be held liable for any loss or damage caused to the seller due to the said action.

18. Discounts in the form of Vouchers and Coupons:

Jagoeve reserves the right to offer promotional and non promotional vouchers and coupons by any name known to the users of Jagoeve website, as promotion of a contest or shopping festival held in the Jagoeve website or as part of general incentive and non incentive based brand promotion or as part of promoting the sales of a specific product category| sub category, / user specific category/ user specific product| product subcategory, / specific products / specific brand of products | specific brand of user specific products , and the cost of the said vouchers and coupons shall be borne by Jagoeve out of our marketing fees and as such other fees; unless there is a specific agreement with the sellers, based on which the sellers themselves shall be bearing, either in part or in full, of the said charges of the Vouchers and Coupons issued by Jagoeve for promoting their said product/brand/ category.

Opening of New category for sales via Jagoeve:

Marketing Fees & other service charge:

Jagoeve marketing fees along with other service charges as applicable shall be paid by the seller to Jagoeve.

The other fees or charges by whatever name known, as applicable from time to time, for each category/ products shall be published by Jagoeve and any changes made to the same will be effective upon the posting of such changes on Learning center in Seller Panel or on the Jagoeve website, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the Jagoeve marketing fees and other fees and charges will be posted for at least 30 calendar days. Changes to fees and charges may be made without notice to you. You should refer regularly to Your Account or Learning center in your Seller Panel, respectively, to understand the current fees and charges for the items you offer via Jagoeve Website. Your continued use of a service after Jagoeve's posting of any changes will constitute your acceptance of such changes or modifications.

The Jagoeve marketing fees and other charges for all your categories is detailed in the Learning center in your seller panel. As you add new products from categories other than the ones for which you are selling now, the said marketing fees and other charges as applicable for the said categories shall apply automatically to you, and all the sales that happen via Jagoeve website shall be bound by the terms of this agreement.

I have read and accepted the Seller Agreement and Service Terms of www.jagoeve.com website.