

## JagoEve SELLER AGREEMENT

THIS AGREEMENT (THE “AGREEMENT”) IS AN ELECTRONIC DOCUMENT IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THE AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND JAGOEVE (BOTH TERMS DEFINED BELOW). THE TERMS OF THIS AGREEMENT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND JAGOEVE, INCLUDING WITH RESPECT TO THE LISTING, MARKETING, SALE AND DELIVERY OF ANY PRODUCTS THROUGH THE WEBSITE (DEFINED BELOW). IF ANY TERMS OF THIS AGREEMENT CONFLICT WITH ANY OTHER DOCUMENT/ELECTRONIC RECORD, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL, UNTIL FURTHER CHANGE / MODIFICATIONS ARE NOTIFIED BY JAGOEVE.

For the purpose of this Agreement, the individual or any legal entity (company, sole-proprietorship, partnership, HUF etc.) representing itself through its duly appointed authorized signatory only, who has completed JagoEve’s Seller Registration Form as required by JagoEve (hereinafter, referred to as the “Seller” / “You”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include Your heirs / subsidiaries, affiliates, successors and permitted assigns) shall constitute the **FIRST PART**;

**AND**

JagoEve, having its corporate office at **Building No 4/1073, ‘Krishnendu’, Kowdiar, Thiruvananthapuram, Kerala, India Pin 695003** (hereinafter referred to as, “JagoEve” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns) shall constitute the **SECOND PART**.

Seller/You and JagoEve may be referred to as the “Party” individually and as the “Parties” collectively, as the context may require.

**WHEREAS**

- a. JagoEve owns and operates an online market place on the website located at the URL [www.jagoeve.com](http://www.jagoeve.com) (the “Website”) which acts as an online Market Place platform for distinct sellers to sell their products and for distinct buyers to access variety of products and to purchase the products offered by sellers;
- b. You being desirous of using the Website as marketing platform to offer and sell your Products (defined below) to the users of the Website have completed JagoEve’s Seller Registration Form to enroll as a registered seller on the Website; and

- c. As a part of the registration process, JagoEve requires You to agree to the terms and conditions for offering for sale and selling the Products, shipping the Products purchased by a Buyer (defined below), all activities related to the successful execution of the same, and accessing and using the Seller Panel (defined below) on the Website as detailed in this Agreement.

**1. HENCE THIS AGREEMENT IS NOW MADE AND THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **“Acceptance”** shall mean your affirmative action of clicking on the box against the words “I Accept” provided at the end of this Agreement, by which action you clearly accept the terms and conditions of this Agreement.
2. **“Agreement”** shall mean this Seller Agreement in its entirety, including all content which is referenced or hyperlinked in this Agreement including the e-mail titled “charges/fees payable”.
3. **“Banned Products”** shall mean the products/goods/articles included in the **JagoEve Banned Products List**, which is available in the “Terms of Use” of the website.
4. **“Buyer”** shall mean any user of the Website who purchases any Product of the Seller through the Website.
5. **“Shipping Fees”** shall mean the fees payable by the seller for availing of the shipping services and it shall mean the shipping fees as may be provided from time to time in the “Business term segment” of this agreement.
6. **“Shipping Partner”** shall mean the shipping companies with whom JagoEve has partnered for shipping / delivering the purchased Products to the Buyers.
7. **“Logistic Hub”** shall mean a building / warehouse, identified by JagoEve wherein the shipping partner shall collect orders and carry them for transit shipping purposes.
8. **“Logistic Hub Charges”** shall mean the charges as may be incurred as the Logistic Hub charges.
9. **“Invoice”** shall mean the invoice as may be raised on the purchase of a Seller’s Product by a Buyer, through the Website.
10. **“Packaging Material Charges”** shall mean the charges as may be provided in the “business term segment” as packaging material charges.
11. **“Payment Collection Fees”** shall mean the fees (in percentage or in amount) as may be provided in the “Business term segment” of this agreement as payment collection fees.
12. **“Product(s)”** shall mean the product(s), made available by the Seller for sale on the Website.
13. **“Seller Panel”** shall mean a web page / account on the Website provided by JagoEve to the Seller with a unique login id and password to update the order status, price and inventory of the Products, including the flow of communication to the seller on the Website.

14. **“Selling Price”** shall mean the price of a Product in INR at which such a Product is offered for sale to the prospective buyer on the Website.
15. **“Seller Proceeds”** shall mean the net amount receivable by the Seller after deduction of the JagoEve’s Marketing Fees, Payment Collection Fees, Shipping charges, Packaging material charges, Tracking and Intimation charges, Incidental charges, Logistics Hub Charges (if applicable) and other charges (if any)/ fees from the Selling Price.
16. **“JagoEve’s Marketing Fees”** shall mean a percentage of the Selling Price payable to JagoEve by the Seller on each and every confirmed order they get through the website or on the sale of any Product through the Website as the case may be. This percentage may vary from Category to Sub-category and from Product to Product, as provided in the “Business term segment” of this agreement.
17. **“JagoEve’s Policies”** means the Anti-Bribery & Anti-Corruption Policy, JagoEve Banned Products List and “100% Buyer Protection”, and such other policy (including any amendments thereof) which JagoEve may issue and make applicable on the Seller from time to time including but not limited to Seller Panel Terms of Use, and the Terms of use of website, the Return policy, the Refund policy, the Privacy Policy and the Copyright Policy of the Website which are applicable to the Seller.
18. **“We”, “Us” and “JagoEve”** shall mean an online Market Place platform named in the applicable service terms.
19. **“Term”** shall mean the period commencing from the date of acceptance of this Agreement by the Seller up to the termination of this Agreement in accordance with Clause 15 as provided herein below.
20. **“Territory”** shall mean the Republic of India.
21. **“Website”** shall mean the website located at the URL [www.jagoeve.com](http://www.jagoeve.com) or such other URL as may be specifically provided by JagoEve.
22. **“Affiliate”**, shall mean with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such entity, except with respect to **JagoEve**.
23. **“Associated Properties”** shall mean any website or other online point of presence, other than the JagoEve site, through which any JagoEve site or products or services available thereon or syndicated, offered, merchandised, advertised or described.
24. **“JagoEve site”**, shall mean [www.jagoeve.com](http://www.jagoeve.com)
25. **“Transaction Information”**, shall mean, collectively, order information, and any other data or information acquired by the Seller or your affiliates from JagoEve or its affiliates, or otherwise as a result of the agreement the transactions contemplated hereby or the parties performance hereunder.

26. **“Business days,”** shall mean any day of the week (excluding Saturdays, Sundays and Public Holidays).
27. **“Content”**, shall mean copyrightable works and other content protected under applicable laws.
28. **“Excluded Products”**, shall mean any products or other items set forth in the excluded product lists for the JagoEve or any other JagoEve programme policies that appraise to your use of service, and any other products or other items that in JagoEve’s sole discretion or not supported for service.
29. **“Intellectual Property Rights”**, shall mean any patent, copyright, trademark, moral right, trade secret right, or any other intellectual property right arising under any laws and all ancillary and related rights, including all rights of registration and renewal and causes of action or violation, misappropriation or infringement of any of the forgoing.
30. **“Law(s)”**, shall mean any law, ordinance, rule, regulations, order, license, permit, judgment, decisions or other requirement, now or hereafter in effect, of any governmental authority of competent jurisdiction.
31. **“Currency”**, shall mean Indian rupees (INR).
32. **“Order information”**, shall mean with respect to any of your products sold through the JagoEve site, the order information and shipping information and other related information that we provide or make available to you.
33. **“Person”**, shall mean any individual, Company, Corporation, Partnership, Limited Liability Partnership, Governmental Authority, Association, Joint venture, Division or other cognizable entity whether or not having distinct legal existence.
34. **“Programme Policy”**, shall mean, for the JagoEve site, all terms, conditions, policies, guidelines, rules, regulations and other information on the JagoEve site or on this Seller Agreement, including those shown on the policies and agreements.
35. **“Service”**, shall mean each of the following services that JagoEve makes available or in connection with the JagoEve site.
36. **“Technology”**, shall mean any :-
  - a. Ideas, procedures, Processes, systems, methods of operation, concepts, principles and discoveries, protected or protectable under the laws of any jurisdiction,
  - b. Interfaces, protocols, glossaries, libraries, structured XML format, specifications, grammars, data format, or other similar material, and;
  - c. Software, hardware, code, technology or functional item.

37. **“Trade Mark”**, shall mean any trade mark, service mark, trade dress (including any proprietary ‘Look and feel’) trade name, other proprietary logo or insignia or other source or business identifier protected or protectable under applicable law.
38. **“Your Account”**, shall mean the particular account in JagoEve systems, in which information about seller’s transactions is recorded and which is one of the online portals and tools which JagoEve may make available to you for your use in managing your orders, inventory and presence on the JagoEve site.
39. **“Your Material”**, shall mean all technology, your trademarks, content, required product information, data, materials and other items provided or made available by you or your affiliates to JagoEve.
40. **“Your Products”**, shall mean any products made available for listing for sale, offered for sale or sold by you through the selling on JagoEve service and / or otherwise processed through the JagoEve service in connection with your account.
41. **“Taxes”**, shall mean any and all value added, service, sales, use, excise, import, export, goods and service tax, entry tax and any other taxes and duties assessed, incurred or required to be paid by the seller for the sale of each and every products sold through JagoEve online marketing place; at present or being in force in future as the case may be.
42. **“URL Mark”**, 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.)
43. **“Control of site”**, Notwithstanding any provision of this agreement, JagoEve will have rights in our sole discretion to determine the content, appearance, design, functionality and all other aspects of the JagoEve site and the selling on JagoEve service including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspect of, and prevent or restrict access to any of the JagoEve site and the selling on JagoEve service and any element, aspect, portion or future 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 site in our sole discretion.
44. **“Effective Delivery”** shall mean the delivery of an ordered product in time without any defect or any damage and without vitiating anything to the product which causes to be returned to the seller by the buyer.
45. **“Approved Courier Company”** shall mean and include any courier company, other than JagoEve’s shipping partners, who have been approved to act as “Approved Courier Company” of JagoEve products for shipping to the buyers.

## **2. COMPLETION OF SELLER REGISTRATION:**

- a. As a part of the registration process, the Seller state that You have completed the Seller Registration Form and provided other relevant details as required by JagoEve. You represent that, You, in your individual capacity and/or as an authorized representative of the entity registering as a seller on the Website, are competent to contract, are at least eighteen (18) years of age, are of sound mind and are not disqualified from entering into a lawful contract under any law in India.
- b. The Seller also represent that you have provided to JagoEve your information such as name, contact details, billing address, your own shipping address, email address, account details, PAN No., Sales Tax, Service Tax Registration, and other compliance related details through the Seller Registration Form and that such information is true and correct as on date. You hereby undertake that any further information sought by JagoEve from you shall be provided by you without fail or delay.
- c. Along with this link access to your seller agreement, JagoEve has send a e-mail titled “charges/fees payable” to your registered e-mail id with the details of charges/ fees that is payable by you to JagoEve for every confirmed order at the website; in line with the “Business Terms Segment” of this agreement. By accepting this seller agreement, you also agree that you are accepting to pay the said charges/fees as payable by you for every confirmed order at the website, and the said charges/fees be collected by JagoEve at time of settlement of the seller proceeds, or the said due charges/fees can be adjusted by JagoEve from any amount accrued to You pursuant to this Agreement, Or from Your assets at any time. The right of JagoEve to realize such amount from you and from your assets shall not be questionable.
- d. The Seller has the option of accepting or declining to accept this Agreement. You, the seller, can as per your wish and desire, choose either “Accept” or “Decline to Accept” at the bottom link given. Please provide Your Acceptance to this Agreement if you are agreeable to the terms and conditions provided herein. On Your Acceptance of this Agreement, JagoEve will send an “Agreement Acceptance Notification,” along with a copy of this Agreement in PDF format, to the email provided in the Seller Registration Form. The Agreement Acceptance Notification will contain a statement requesting You to contact JagoEve within twenty four (24) hours of the notification of agreement acceptance provided to You.
- e. If the Seller is not agreeable to the terms and conditions of this Agreement, please “Decline to Accept” this Agreement by clicking on the appropriate box. This will stop the Seller registration process.
- f. The Seller will be responsible for maintaining the confidentiality of the Seller Panel and the information provided therein, and shall be fully responsible for all activities that occur under Your Seller Panel. You agree to (a) immediately notify JagoEve of any unauthorized use of Your account information or any other breach of security, and (b) ensure that You exit from Your Seller Panel at the end of each session. JagoEve cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section. You may be held liable for losses incurred by JagoEve or any

other user of, or visitor to, the Website due to authorized or unauthorized use of Your Seller Panel as a result of Your failure in keeping Your Seller Panel and the account information secure, absolute, correct and confidential.

- g. The Seller agrees that as a registered Seller of the Website, you shall not transfer / sell / trade the Seller Panel to any other person or entity.
- h. JagoEve reserves the right to determine the Sellers who will sell on the Website. JagoEve also reserves the right to suspend access to registered Sellers to the Website and the Seller Panel, or to terminate such access granted under this Agreement, without assigning any reasons for doing so. JagoEve also reserves the right to select / delist the Products displayed/offered for sale or to be displayed/ offered for sale on the Website.
- i. Seller agrees to inform JagoEve in writing regarding any change in the management / ownership of the seller's organisation that may affect the continuity of business between the seller and JagoEve.

### **3. PURCHASE AND DELIVERY OF THE PRODUCT:**

- a. The Seller agree that You will abide by the terms and conditions of this Agreement and JagoEve Policies, including any amendments thereto made by JagoEve from time to time which will be made without notice to You.
- b. The Seller shall upload the Product listings for the sale of the Products in the appropriate category/ sub-category, through the Seller Panel. You shall also be required to provide all details relevant to the sale / purchase of the Products, including the Selling Price, an informative description of each Product (including but not limited to the length, breadth and height of the Product) and its contents, by way of text descriptions, graphics, brochures, pictures and / or videos. These Product listings and details shall be displayed on the Website, along with the Selling Price.
- c. The Seller represent that You shall provide accurate Product information on the Seller Panel/Website. The Product description shall not be misleading and shall describe the actual condition of the Product. If the sold Product does not match the Product description displayed on the Website, you agree to refund any and all amount that you may have received from the Buyer.
- d. The Seller shall be responsible for ensuring that the Seller Panel is updated and reflects the real-time availability / non-availability of the Products listed on the Website. JagoEve shall not be responsible in any way for claims made by Buyers for inaccurate Product availability details that are displayed on the Website due to any negligence / default on the part of you to provide updated and accurate Product information. You shall be required to retain an adequate inventory of the Products listed on the Website, for successful fulfillment of orders.
- e. The Seller shall not attempt to sell any products falling in the category of "Prohibited and Restricted items List" which is available in the "Terms of Use" of the website. JagoEve shall be entitled to block all such products and shall also have the right to suspend or terminate the Seller's access to the Seller Panel and the Website or terminate this Agreement forthwith.

- f. When a Buyer elects to purchase a Product through the Website, JagoEve shall receive the order for the Product only in the capacity of an online marketplace.
- g. For all orders placed on the Website, payments shall be collected by JagoEve on behalf of the Seller, in the mode i.e. credit card, debit card, NEFT, banking instruments, account remittance or cash on deliver as opted for by the Buyers. You hereby authorize JagoEve to process, facilitate, collect and remit payments to you, collected either electronically, or through bank instruments/ account remittance or through cash on delivery, from the Buyers in respect of sale of the Products through the Website. You also agree that, in doing so, JagoEve will be merely acting as your limited representative with the sole intent and purpose of facilitating the sale and purchase of Products through the Website. You also agree that the payment facility provided by JagoEve is neither a banking service nor a financial service but is merely a facilitator/facilitating the service of providing an automated online electronic payment system, using the existing authorized banking infrastructure and credit/debit card payment gateway networks or through bank instruments/ account remittance or payment through cash on delivery, for the transactions on the Website. Further, by providing the payment facility, JagoEve is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the Website.
- h. On the Buyer making the payment of the Selling Price through the payment gateway provided on the Website or through bank instruments/ account remittance or opting for cash on delivery, You will be intimated of the same through the Seller Panel.
- i. JagoEve shall provide the necessary backend infrastructure, like call center, order management system, etc., for capturing the Buyer/order details placed on You. Orders placed by the Buyer will be forwarded to You /reflected in the Seller Panel. You shall package the Product(s) in accordance with the packaging guidelines issued by JagoEve from time to time and ship the Product(s) to the Buyer.
- j. The Seller shall ensure that the purchased Product is shipped to the Buyer, within such time period which JagoEve may prescribe from time to time, along with all the required information, manuals, accessories (where applicable) warranty documents (where applicable) and any other relevant documents, to enable the Buyer to optimally use the Product purchased. You shall also issue the corresponding Invoice generated in the name of the Buyer by JagoEve, which is available for you on your seller panel itself along with the order details and the said Invoice shall be sent to the Buyer along with the Product. You shall also issue statutory forms as required by the Tax authorities to the shipping partner so as to enable smooth delivery of the shipped products to the buyers located in various states across the nation. You shall be responsible to update the Seller Panel to reflect this development.
- k. The seller shall diligently conduct pre-dispatch inspection of each and every ordered product before dispatching the same to the buyer and affirm its conformation regarding quality / performance so as to avoid returns. The seller need to also affirm that the product that is being dispatched to the buyer is the same product ordered by the buyer at the website in terms of type, color, functionality, size,

features, performance and all other relevant parameters applicable for the said product, and the said shipping package contains all accessories and annexure as due to the buyer.

- I. The JagoEve, the service provider functioning as an online marketing place between the seller and the buyer introduce the various models for its smooth functioning of the online market place. To carry out such online marketing, JagoEve at present and in its discretion introduced three delivery models listed at in this clause. On introduction of the delivery models, JagoEve at its discretion, offer these delivery options to all or select sellers.

All three (3) delivery models are detailed below for the Sellers information.

- A. **Model 1– Joint Ship Model** - The Seller will be responsible for packaging and shipping the Product to the Buyer via shipping through one of the Shipping Partners;
  - B. **Model 2 – Direct Ship Model**– The Seller will be responsible for packaging and shipping the Product to the Buyer via any shipping service other than the Shipping Partners; preferably through an “Approved Courier Company”.
  - C. **Model 3 – Consolidate-Ship Model**- If The Seller receive several orders from the Website, then in order to expedite collection and shipping of such Products, a designated Shipping Partner shall first collect all such ordered Products from You and consolidate them at designated premises known as Logistic Hubs, and then the respective Products will be shipped to the Buyers by the Shipping Partners identified by JagoEve;
- m. Transaction Timelines: Transaction on the Website shall be deemed to be complete only once the following action items are concluded by the respective parties as detailed below:

**Shipment Time Frame:**

- |   |             |
|---|-------------|
| 1. Seller to procure and ship the product(s) sold                       | 1 - 3 days  |
| 2. Logistics partner to ship and deliver the product(s) sold            | 2 - 7 days  |
| 3. Buyer to confirm the acceptance or refusal and return the product(s) | 1 - 24hours |

Once the transaction is completed as stated above, the remittance to seller shall be made in accordance with RBI Intermediary Guidelines and terms of this seller agreement.

- n. The Seller shall keep JagoEve informed promptly on any information that shall impact the delivery of the Product to the Buyer.
- o. The Seller confirm and understand that selling and delivering of wrong, fake, duplicate, spurious, counterfeit, damaged, defective, used, refurbished or previously owned Products through the Website will cause great prejudice and harm to the reputation and goodwill of JagoEve and may also cause harm and prejudice to the Buyers and JagoEve expressly prevents you from selling or

offering for sale wrong, fake, duplicate, spurious, counterfeit, damaged, defective, used, refurbished or previously owned Products through the Website. You acknowledge and warrant that You shall not sell any such Product which may cause prejudice or harm to the reputation and goodwill of JagoEve. Further, if JagoEve receives any complaint from any Buyer or if You sell or deliver wrong, fake, duplicate, spurious, counterfeit, damaged, defective, used, refurbished or previously owned Products through the Website then You shall be liable to compensate according to the conditions prevailing in the Return policy, Refund policy, Terms of Use, Privacy policy, product return to origin policy and Resolution policies of JagoEve. JagoEve reserves the right to adjust such penalty amount from any amount accrued to You pursuant to this Agreement Or from Your assets at any time. The right of JagoEve to realize such amount from you and from your assets shall not be questionable.

#### **4. NON-DELIVERY OR RETURN OF PRODUCTS:**

##### **1. Non Delivery/Return of the Product Due To Fault of the Seller**

- a. Where the Product has not been delivered due to any reason/fault attributable by the Seller, then JagoEve shall refund to the Buyer the Selling Price paid by the Buyer to purchase the Product and Seller shall be liable to pay the same amount to JagoEve and JagoEve shall be entitled to recover the same amount from Seller. The JagoEve marketing fees and Payment Collection Fees shall be duly collected from the seller for such orders and shall be set off against the revenues due to the seller.
- b. In the event of any default by Seller to deliver the Product to the Shipping Partners/ Approved Courier Company (and therefore to the Buyer) on time or at all, Seller shall immediately update the Seller Panel / send an email to JagoEve informing of such non-delivery and the reasons thereof immediately on the occurrence of such event. In such an event the Seller shall be liable to pay JagoEve and JagoEve shall be entitled to recover from the Seller the JagoEve Marketing Fee, Shipping Charges, Payment Collection Fees and any other applicable charges.

##### **2. Non Delivery/Return of the Product Due to Any Other Reason**

- a. Where the Product has not been delivered due to any reason which is not attributable to the Seller, then JagoEve shall refund to the Buyer, the Selling Price paid by the Buyer to purchase the Product and shall cause the Product to be returned to the Seller.
- b. Parties agree and acknowledge that JagoEve shall be entitled to recover/adjust any outstanding amount due and payable by Seller to JagoEve under this Agreement from any Seller Proceeds payable to Seller and the Seller undertake not to object to such recovery/adjustment.
- c. The Seller hereby agrees to accept all Products which are refused/not accepted by the Buyer at the time of delivery for any reason whatsoever.
- d. The Seller agrees that, the Seller will abide by the terms and conditions of this Agreement, the JagoEve Policies and all policies made by JagoEve from time to time.

#### **5. PAYMENT TERMS:**

- a. The Seller shall quote the best, lowest and competitive Selling Price (inclusive of all applicable taxes and charges) for each Product on the Website. The percentage of the state sales tax wherein, the seller is located shall be ascertained by the seller for the said product categories he intends to sell via JagoEve, and the said percentage shall be correctly stored by him in the seller panel for the respective product category. The central sales tax percentage for the said category of products as applicable shall also be collected by the seller for all out of state sales made by him and the seller shall be absolutely responsible to remit the state and central sales tax and all other taxes due from him to the competent authorities on a timely basis.
- b. JagoEve shall have the right to amend the JagoEve Marketing Fee percentage, Payment collection fees, Shipping fees, Tracking & Intimation fees, Packing Material charges and Incidental charges, etc. as applicable to each Product category/sub category/ type as provided in the Business term segment, with prior notice of the same to Seller. Accordingly, JagoEve shall, at least twenty four (24) hours prior to the implementation of the revised JagoEve Marketing Fee percentage, Payment collection fees, Shipping fees, Tracking & Intimation fees, Packing Material charges and Incidental charges, etc., as applicable for each Product category/ sub category, notify to You, by way of an email and/or notification on the Seller Panel detailing such modifications/amendments/revisions to the said Fees/ charges. It shall be the Seller's responsibility to review the emails / notifications sent by JagoEve from time to time. Your continued use of Seller Panel (including any updating any information in Seller Panel, listing of Products, inventory maintenance, etc.) after modifications/amendments/revisions of the said Fees/ charges shall be deemed as acceptance of such modifications/amendments/revisions.
- c. JagoEve reserves the right to run promotions and offers providing benefits/discounts on the Selling Price to the Buyer on the Website on various Products. Similarly, Seller may provide a discount / offer on the Products by lowering their product Price via discounts/ offers. Notwithstanding the above, the Selling Price of all Products offered on the Website shall be either equal to, or less than, the maximum retail price of that Product and it's the seller's responsibility to ensure that the seller charge the minimum price for the product he uploads for sale at the website. The maximum retail price, along with other statutory declarations, shall be mentioned on each Product and/or on its packaging in accordance with applicable laws.
- d. The Selling Price in respect of a Product purchased by a Buyer shall be received in full by JagoEve either through the online system, i.e., via the payment gateway offered by JagoEve on the Website, or through Cheque, or Demand Draft or account remittance in JagoEve Bank account.
- e. The Seller will be responsible for payment of all applicable taxes including CST, sales tax and VAT, Entry tax and any other taxes applicable from time to time.
- f. The Seller agrees and acknowledges that You will pay JagoEve, the JagoEve Marketing Fees, Shipping Fees and Payment Collection Fees, Tracking and Intimation charges, Incidental charges and any other fees/ charges, as provided in Business term segment, for all the orders received through JagoEve.

- g. JagoEve shall release the payment of the Seller Proceeds to the Seller on the following basis, i.e., the Products delivered during the period from 1<sup>st</sup> to 10<sup>th</sup>, 11<sup>th</sup> to 20<sup>th</sup>, and 21<sup>st</sup> to the end of the month and JagoEve shall effect the payment of the products to the Sellers from 11<sup>th</sup> to 20<sup>th</sup> and 21<sup>st</sup> to the end of the month and 1<sup>st</sup> to 10<sup>th</sup> day of the next month respectively, after deducting JagoEve's Marketing Fee, the Shipping Fees, Payment Collection Fees, Tracking and Intimation charges, Packing Material charges and any other applicable fees/ charges, as per the Business term segment.
- h. The Seller agrees that JagoEve shall, at all times, have the right and option to deduct /adjust any payments due to, or from, You in one transaction, against any payments due to, or from, You in other transactions.
- i. It is stated that all commercial terms such as ship, delivery of the Products, etc., are bipartite contracts between the Buyer and the Seller and the payment facility is merely used by the Buyer and You to facilitate completion of the transaction. Use of the electronic payment facility or Cheque, or Demand Draft or remittance in JagoEve Bank account shall not render JagoEve liable or responsible for the non-delivery of the Products listed on the Website or for any other reason whatsoever.

## **6. OBLIGATIONS OF THE SELLER:**

- a. The Seller shall maintain records of all the Products purchased by the Buyers through the Website. All returns, refunds, etc., be required for audit and regulatory purposes and for the Website's customer service purposes.
- b. During the Term, the Seller shall appoint a representative if required, who shall be JagoEve's point of contact for any and all matters related to this Agreement, including all sales and delivery related matters.
- c. The Seller shall be solely responsible and liable for all complaints and queries of Buyers with respect to the Products, delayed delivery or non-delivery of the Products purchased or any complaints with respect to the quality or quantity of the Products delivered.
- d. The Seller shall be solely responsible for making any representations or warranties with respect to the quality of the Product to the Buyer, including all relevant Product warranties.
- e. All orders placed on the Website are covered under the "JagoEve 100% Buyer Protection" policy. You agree to fulfill the commitments made under "JagoEve 100% Buyer Protection" and "Resolution policy of product complaint". The said policies protect the Buyer against inadequate performance or non-performance by the Seller.
- f. Seller shall, at all times, comply with all applicable laws including without limitation compliance with laws relating to sales tax, VAT, CST, Entry Tax etc.
- g. Seller here by accept that he shall abide to all the stipulation of "Resolution policy of product complaint" of JagoEve provided in the Terms of Use and shall be bound to comply with the conditions of the said policy in full.

## **7. TRANSFER OF OWNERSHIP OF PRODUCT, LOGISTICS AND CONSUMER RIGHTS**

- a. The Seller agrees that JagoEve's role is limited to managing the Website for the display of the Products and other incidental services to facilitate the transactions between You and the Buyers. Accordingly, JagoEve is merely an intermediary and the Website is only a platform where the Seller may offer its Products for sale. The contract for sale of any of the Products shall be strictly a bipartite contract between You and the Buyer. At no time shall JagoEve have any obligations or liabilities in respect of such contract nor shall JagoEve hold any rights, title or interest in the Products. JagoEve shall not be responsible for any unsatisfactory or delayed performance of the Seller including delays as a result of the Products being out of stock.
- b. The ownership in the Products purchased will be transferred to the Buyer after effective delivery of the same at the destination provided by the Buyer, until which the ownership in the Products shall vest with the Seller alone. As a large market place, JagoEve will extend its services to Sellers by giving mandates to shipping partners for facilitating the smooth functioning of the transaction between the Seller and the Buyer. The seller is hereby directed to ensure that the packaging of the ordered product is done in the best manner possible so as to ensure that the packaging or the contents of the package would not be damaged/lost/ tampered with during shipment or delivery. Any damage in transit will be to the account of the Seller.
- c. The Seller hereby agree to accept all sales return, which are refused/not accepted by the Buyer for any reason whatsoever at the time of delivery.
- d. The Seller will offer standard manufacturer's or seller's warranty actually associated with the Products. However, the Parties agree that repair, replacement or 100% (one hundred percent) refund of money will be given to the Buyer against manufacturing defect or damage. You shall issue a suitable, duly stamped, manufacturer's warranty card to the Buyer with the Product at the time of shipment of the Product, if applicable. The Parties also agree and acknowledge that the primary and sole responsibility for redressal of the Buyer's complaints will rest solely with You at all times.

## **8. REPRESENTATIONS AND WARRANTIES:**

1. The Parties hereby represent and warrant to each other as under:
  - a. The Parties have all requisite power and authority to execute the Agreement, deliver and perform their obligations under this Agreement and have been fully authorized by all requisite corporate actions to do so; and
  - b. The execution and performance of this Agreement by either Party does not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement.
2. The Seller undertakes that, at all times during the Term of this Agreement, it will:
  - a. abide by the terms and conditions of the Agreement, the JagoEve Policies and the other Website policies, as may be applicable to the Seller;

- b. not offer for sale/ /sell/deliver any wrong, fake, duplicate, spurious, counterfeit, damaged, defective, used, Prohibited Products, refurbished or previously owned Products through the Website;
  - c. deliver the Products to the Buyers in a timely manner consistent with the terms of this Agreement; and
  - d. deliver the Products in accordance with all applicable laws, rules, regulations, governmental orders, etc., and applicable codes of practice, now or hereafter in effect, relating to the Seller's performance under this Agreement.
3. The Seller represents that the Seller is competent to contract and is not disqualified from contracting under any law in India.
4. The Seller has procured and shall maintain all licenses and registrations required for selling the Products online or otherwise during the Term.
5. The Seller agrees, represents and warrants that the Seller shall not describe himself/itself as an agent or representative of JagoEve or make any representations to any Buyer or any third party or give any warranties which are of such a nature that JagoEve may be required to undertake, or be liable for whether directly or indirectly.
6. The Seller agrees, represents and warrants that the Seller shall not, during the Term, offer the Products listed on the Website, to any other website or through any other platform, at a price which is less than the Selling Price, as listed on the Website.
7. The Seller agrees, represents and warrants that, the Seller shall not, at any time during the Term, transact with JagoEve's Buyer directly.
8. The Seller agrees to attend to, and resolve, the Buyers' queries with regard to the delivery of the Products and the quantity and quality of the Products within twenty four hours from the receipt of such queries.
9. The Seller hereby represents and warrants to JagoEve that there are no restrictions, hindrances or encumbrances of any nature which, in any manner, restrict the performance of the obligations by the Seller under this Agreement.
10. The Seller hereby declares and confirms that it deals only in original, legitimate and genuine Products which are either self-manufactured and/or procured from legitimate channels and in compliance with all the legal requirements. The Seller further declares that it shall not violate the intellectual property rights of any third party and for any breach or violation of such intellectual property rights, which shall be solely responsible.
11. The content of the Products, the text descriptions, graphics, pictures, videos regarding the Product being uploaded on the Website and the Product packaging, shall not be obscene, libelous,

defamatory or scandalous or which is capable of hurting the religious sentiments of any segment of the population or constitute an infringement of any intellectual property rights of any person or entity.

12. The Seller agree, acknowledge and understand that:

- a. The Seller are using the Website provided and owned by JagoEve;
- b. The permission granted by JagoEve to use the Website as an online market place is on a non-exclusive basis;
- c. JagoEve reserves the right to deny access to, or revoke, such permission to use the Seller Panel and/or Website at any time;
- d. JagoEve shall have the right to remove the listing of any Product being offered for sale by the Seller;
- e. JagoEve shall have the right to offer discounts, run promotion campaigns on the Selling Price to the Buyers. JagoEve can provide a striker price for marketing purposes. The Seller shall not object to the provision of such discounts/ pricing policies as given by JagoEve from time to time;
- f. Any and all data derived as a result of this Agreement will be owned by JagoEve and the Seller shall have the right to utilize such data for the duration of the Term of this Agreement to fulfill Your obligations hereunder; and
- g. For the duration of the Term, the Website shall be maintained by JagoEve. The ownership of the Website shall vest with JagoEve and JagoEve shall make its best efforts to deal with any technical issues affecting the Website such as, for instance, the Website becoming inoperative. JagoEve does not warrant that the Seller will be able to use the Website and offer for sale the Seller's Products at all times or locations on the Website or that the Website and the services provided through the Website will be uninterrupted or error-free or that the defects will be corrected by JagoEve.

13. The Seller represents that the Seller shall not, at any time, use any intellectual property of JagoEve in any manner without the prior written consent of JagoEve. The Seller also represents that the Seller shall not purchase any JagoEve metatags on the Internet without the prior written consent of JagoEve.

14. The Seller represents and warrants that if Seller is found indulging in providing of false or misleading information or provide wrong, fake, duplicate, spurious, counterfeit, damaged, defective, used, refurbished, Prohibited Products, previously owned Products and counterfeit Products, then JagoEve may initiate civil and/or criminal proceedings against the Seller and JagoEve may, at its sole discretion, suspend, block, restrict, or cancel the Seller's registration on the Website and /or disqualify / bar the Seller from selling the Products on the Website.

15. Password Security: Any Password provided to the Seller/ or chosen by the seller themselves may be used only during the term to access your account or Seller Panel respectively (or other tools be 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 will 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.

16. Tax Matters:

- a. The Seller shall be responsible for payment of the Seller's own taxes and any taxes/levies/cess applicable on the Products sold through the Website, and shall indemnify and hold harmless to JagoEve, from any liability in this regard.
- b. As between the parties, Seller 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 / Entry tax and issuing VAT/CST invoices/Credit memos where required. JagoEve is not responsible for collecting, remitting or reporting any Service Tax, VAT/CST or other taxes arising from such sales. You are solely responsible for preparing, making and filing any tax audit reports and statutory reports and other filings and responding to any tax or financial audit.
- c. Unless stated otherwise, any and all fees/charges payable by you pursuant to this agreement or 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 JagoEve is 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.
- d. If for any reason, any Income Tax or withholding tax or TDS is determined to be deducted and deposited on any payments or remittances to you, JagoEve will have the rights to deduct and deposit any such applicable taxes with the appropriate regulatory authorities. No claim in respect of taxes deposited would be made by you against JagoEve.

**9. INTELLECTUAL PROPERTY RIGHTS:**

- a. Both Parties agree that the brands/logos, trademarks, etc., belonging to each Party are the exclusive property of the respective Party and cannot in any circumstances be used, or copied, or altered in any manner which is identical/ similar the brands/logos/trademarks of the other Party without being specifically authorized in writing by that other Party. You recognize and confirm that JagoEve has the exclusive right to supervise, allow and reject the contents of the Website. JagoEve shall not be liable for contents and images shared, uploaded or displayed on the Website by the Seller regarding the Seller's Products and all consequent liability will be borne by the Seller only.

- b. The Seller hereby grant to JagoEve the right to display/de-list the Products (as updated or to be updated by You on the Seller Panel at any/all times) along with the related logo and/or trademark and/or brand name, etc., of the Products for marketing/selling through the Website.
- c. The Seller hereby authorize JagoEve to use and include Your trademarks (as may be provided by You from time to time) and Your corporate name on the Website and in any directory or promotional material produced in connection with the promotion of the Website or the Products offered by You on the Website.
- d. The Seller acknowledge that JagoEve is merely an intermediary with respect to the Products listed on the Website. However, on receiving written notification of any alleged infringement of third party intellectual property rights due to display or sale of any Products/third party trademark or copyrighted matter on the Website (including availability or sale of counterfeit goods on the Website), JagoEve may, at its own discretion, remove / de-list the alleged infringing Products / content from the Website, with or without prior notice to You.

**10. ANTI BRIBERY AND CORRUPTION POLICY & PROHIBITED AND RESTRICTED ITEMS LIST:**

- a. The Parties agree to conduct all their dealings in a very ethical manner and with the highest business standards.
- b. The Seller agrees to comply with “Anti-Bribery and Anti-Corruption Policy” and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with JagoEve or any other third parties for the purpose of this Agreement. Any instances of such violations will be viewed in a serious manner and JagoEve reserves the right to take all appropriate actions or remedies as may be required under the circumstances.
- c. The Seller will provide all possible assistance to JagoEve in order to investigate any possible instances of unethical behavior or business conduct violations by an employee or hired person of the Seller.
- d. The seller shall not upload data or attempt to sell through JagoEve any products that are listed in the “Prohibited and Restricted Items list” in the Terms of Use, and any attempt to do so by the seller shall be viewed in a serious manner and JagoEve reserves the right to take all appropriate actions or remedies as may be required under the circumstances.

**11. INSURANCE:**

The Seller will be responsible to insure for the value of the products shipped to the buyer through the Shipping Partner/ Approved Courier Company in each and every business through JagoEve. The Seller will provide to JagoEve a certificate of Insurance for the coverage of the same. At any rate JagoEve have no liability if the product is not covered under Insurance due to the negligence and loss of the Seller.

**12. LIABILITY:**

- a. In the event of any breach or delay in the fulfillment of obligations by the Seller, due to any reason, JagoEve shall not be held liable/responsible.
- b. JagoEve shall not be liable for the sale of the Products by the Seller through the Website or any loss incurred by the Seller or the Buyer there from.

**13. CONFIDENTIALITY:**

- a. The Parties acknowledge that during the existence of this Agreement, the Seller will have access to confidential information of JagoEve and its affiliates. You undertake to keep confidential all data and other confidential information supplied to You by JagoEve under this Agreement and shall not sell or otherwise make that information available to any third parties. This Agreement, and the terms thereof, shall be considered to be confidential.
- b. Except as agreed to by the Parties, the data of Buyers will be the exclusive property of JagoEve, and the Seller will not use the same for Your own purpose or distribute such data in any form or means except for the purpose of this Agreement and shall keep it confidential at all times. Confidential information would include but not be limited to Buyer details, market information, all work products and documents elated thereto, the contents of the Website or any other information which is treated as confidential by JagoEve, and any other information, whether oral or in writing, received or to be received by You which is agreed to be treated under the same terms, whether expressly or by implication.
- c. Unless otherwise specified, the seller or their affiliates or associates shall not directly or indirectly contact the buyers who have made previous purchases from them through the website, with any offers/ promotions of any nature regarding their products, nor use the buyer information in their possession to send any non-transactional e-mails or sms to them directly.
- d. The obligations under this Clause shall survive the termination of this Agreement.

**14. INDEMNIFICATION:**

- a. The Seller agrees and undertakes to indemnify and to hold harmless to JagoEve, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys fees) incurred by reason of (i) any breach or alleged breach by the Seller of the Seller's obligations, representations, or warranties hereunder; (ii) any violation by the Seller of applicable law or regulation; or (iii) any breach by the Seller of any JagoEve Policies or any other policies.
- b. Additionally, the Seller shall, at all times and to the complete satisfaction of JagoEve and without demur, at its own expense, indemnify, defend and hold harmless, JagoEve and its officers, directors, employees, associates successors, representatives and agents, against any third party claim, demand, suit, action or other proceeding brought against JagoEve or its directors, successors, representatives, agents, officers and employees and against all penalty, damages, awards,

settlements, liabilities, losses, costs and expenses related thereto (including attorneys fees) to the extent that such claim, suit, action or other proceedings are, directly or indirectly, based on or arise on account of the Products and their content, or any breach of any of the terms and conditions of this Agreement by the Seller or failure of the Seller in the performance or observance of its role, functions, responsibilities as specified herein, or the breach of the Seller's representations and warranties as contained in this Agreement, even after the termination of this Agreement.

**15. ASSIGNMENT:**

- a. The rights and obligations under this Agreement shall not be assigned or transferred by the seller to any third party whomsoever, during the Term of this Agreement.
- b. JagoEve shall be entitled to transfer or assign any or all of its rights and obligations under this Agreement to a third party without a prior written notification to the Seller.

**16. RELATIONSHIP OF PARTIES:** The Seller and JagoEve 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 site or otherwise, that would contradict anything in this section. This Agreement will not create an exclusive relationship between the Seller and the JagoEve.

**17 SUSPENSION AND TERMINATION:**

1. This Agreement may be terminated:
  - a. By JagoEve, with immediate effect, if Seller are in breach of any of its obligations, representations or warranties, or any other material terms as contained in this Agreement and/or any of the JagoEve Policies ;
  - b. By JagoEve, without any reason, by giving Seller a prior written notice of seven (7) days; or
  - c. By JagoEve, with immediate effect, if a petition for relief under any bankruptcy or insolvency is filed by or against Seller, or You make an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed for all or a substantial part of Your assets;
2. JagoEve also has the right to suspend Seller's access to the Seller Panel (instead of terminating the Agreement) for any period of time (during which time period You shall not be permitted to sell Your Products on the Website) on the occurrence of any of the termination triggers specified in Clause 15(a) above or without any reason as stated in 15(b) above.

**18 CONSEQUENCES OF TERMINATION:**

1. On termination of this Agreement:

- a. JagoEve will, with immediate effect, block Seller's access to the Seller Panel and/or Website and consequently, You shall not be able to offer any Products to the Buyers thereafter; and
  - b. The Seller shall return to JagoEve all the confidential information of JagoEve and all other properties and materials belonging to JagoEve. Where the confidential information cannot be returned in material form, You shall destroy all of JagoEve's confidential information and shall provide JagoEve with a certificate of destruction with respect to the same.
2. A Seller, whose arrangement under this Agreement has been terminated by JagoEve for any reason whatsoever, shall not have the right to re-register himself /itself as a Seller on the Website at any time after such termination, unless JagoEve, in its discretion, permits such re-registration.
3. It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.
4. On the termination of the Agreement, the Seller will be entitled to only the Seller Proceeds which have become due to You on account of any purchase of the Products, made through the Website, prior to the date of termination of this Agreement. JagoEve shall be entitled to adjust any amount, due from You to JagoEve till the date of termination, from the Seller Proceeds payable to You on termination.
5. Without prejudice of the foregoing, the termination of this Agreement pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which either Party may have, arising out of the event which gave rise to the right of termination.

#### **19 DISPUTE RESOLUTIONS, GOVERNING LAW AND JURISDICTION:**

- a. If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by JagoEve. Arbitration shall be held at Thiruvananthapuram, Kerala State, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.
- b. This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Thiruvananthapuram, Kerala State, India, shall have exclusive jurisdiction in connection with this Agreement.

#### **20. BUSINESS TERMS SEGMENT:**

Business Terms Segment defines and pertains to the JagoEve marketing fees, Payment Collection fees, Shipping Fees, Packaging materials charges, Tracking and Intimation charges, Insurance charges, and other incidental charges that are to be collected from the seller for each confirmed order placed by the buyer at the website. JagoEve reserves the right to make appropriate changes in the said fees/charges

collected from the seller from time to time, and the same shall be binding on the seller and be intimated to them on a timely basis as detailed in the seller agreement.

The percentage/amounts of the said JagoEve marketing fees, Payment Collection fees, Shipping Fees, Packaging materials charges, Tracking and Intimation charges, Insurance charges, and other incidental charges payable by the seller to JagoEve are intimated to them at the time of their acceptance of the seller agreement via e-mail titled “charges/fees payable” send to your registered e-mail id with the details of charges/ fees that is payable by you to JagoEve for every confirmed order at the website. Changes made to the said charges as applicable to the category/sub-category of products you are selling at the website shall be intimated to you on a timely basis as detailed in the seller agreement.

JagoEve Marketing Fees is defined on the basis of various product categories and sub-categories and applies to all products sold by sellers on JagoEve. JagoEve does not charge the sellers for registration and listing or displaying their products at our website, nor does the seller has to pay any monthly maintenance charges to JagoEve. JagoEve marketing fees may vary from product to product within a product category/sub-category and are charged by JagoEve on the selling price for every confirmed order that the seller gets on JagoEve.

The charges payable by the seller for each and every confirmed order at the website shall include but is not limited to JagoEve Marketing Fees, Payment Collection Fees, Shipping charges, Packing Material charges, Tracking and Intimation charges, Incidental charges, Entry tax or any other taxes or charges due to JagoEve from the seller or paid by JagoEve on behalf of the seller for effective delivery of the shipped product to the buyer, and all other expenses that may be incurred by JagoEve for successfully effecting the said sale of product by seller through the website. The percentage of the said charges/fees as applicable to your category/ categories /sub-category/ sub-categories of products are detailed in the e-mail send to you with Subject line: charges/fees payable.

- a. **“JagoEve Marketing Fees”** shall mean a percentage of the Selling Price payable to JagoEve by the Seller on each and every confirmed order they get through the website or on the sale of any Product through the Website as the case may be. This percentage may vary from Category to Sub-category and from Product to Product. Service tax as applicable shall be collected from the seller for the JagoEve marketing fees amount.
- b. **“Payment Collection Fees”** shall mean and include all fees collected as a percentage of the selling price or a fixed amount as decided by JagoEve from time to time, payable by the seller to JagoEve for every confirmed order placed at the website and shall include as the case may be, the payment charges of orders wherein the buyer is refunded their paid amount, and for orders/cases wherein the seller has agreed for the said refund or “resolutions” by “JagoEve 100% buyer protection” has resolved that the seller bear the payment charges for the refund made to the buyer.

The percentage of payment collection fees is fixed percentage of the selling price of the product and the seller shall pay the same to JagoEve as detailed above. The payment collection fees shall vary from time to time according to the policies of JagoEve as in force and the seller shall be bound by the same for each confirmed order/ refunded amount as the case may be. The service tax payable

on the payment collection fees shall also be collected along with the payment collection fees from the seller.

- c. **“Shipping Fees”** shall mean and include the fees payable by the seller for availing of the shipping services as may be provided from time to time. In situations where in the shipping way bill has been generated by JagoEve for an order, the seller shall pay JagoEve the shipping charges incurred for the said order. In case where the seller is paying the shipping fees directly, the said fees shall be reimbursed to the seller along with the seller proceeds. The mode of shipping that can be used by the seller is detailed below:

Wherein the selling price is  $\leq 999$  Rs; the shipping charges payable to the seller are that of the India Post parcel services, (except for electronic items and large home appliances). The seller shall use India Post parcel service as the default shipping partner for shipping of orders wherein the selling price is  $\leq 999$  Rs, and when the buyer has not opted for express shipping at the time of order placement. Wherein buyer has opted for express shipping, the shipping shall be done by the seller via speed post/ express parcel/ business parcel as directed by JagoEve in the dispatch note, and the actual shipping charges incurred for the same by the seller shall be paid by JagoEve.

Wherein the selling price is  $\geq 1000$ /-Rs, the shipping is to be done by the seller via speed post/ express parcel/ business parcel as directed by JagoEve in the dispatch note, and the actual shipping charges incurred for the same by the seller shall be paid by JagoEve.

Indian Postal Department is not the Shipping partners for electronic items and large home appliances. The shipping partners/Approved Courier Companies for the products that fall into these said categories will be defined by JagoEve at the time when the seller uploads the respective product details, and seller shall be using the said shipping partner for shipping of the items that fall into these product categories. The actual shipping charges incurred by the seller using the JagoEve shipping partner shall be paid to the seller.

- d. **“Approved Courier Company”** shall mean and include any courier company, other than JagoEve’s shipping partners, who have been approved to act as “approved courier company” of JagoEve products for shipping to the buyers. Wherein the seller has to use a courier company other than the shipping partner of JagoEve, prior permission regarding the same is to be obtained from JagoEve, and subject to JagoEve’s approval of the same, JagoEve shall allow the seller to use the said courier company as its approved courier company via the “seller panel” and allow seller to choose the said courier company as approved courier company for their products, and the said approved courier company’s shipping charges for the product shall be paid to the seller by JagoEve.
- e. **“Packaging Material Charges”** shall mean the charges for packing materials including tapes, fasteners, packages etc as may be used for wrapping / packing the ordered product prior to shipment , and seller is bound to use packing / wrapping tapes as provided by JagoEve for all shipments of orders received from the website. Irrespective of whether the seller is using his own package or the one provided by JagoEve, he shall only use Roll tapes provided by JagoEve for taping the outer packing of the shipment.

- f. **“Tracking & Intimation Charges”** shall mean and include all charges incurred by JagoEve for intimating the seller/ buyer via e-mail, sms, letter or through phone or any other media of communication, and also the charges incurred for tracking of the shipped parcels and for constantly updating the seller/ buyer regarding its status in transit.
- g. **“Incidental charges”** shall mean and include all charges incurred by JagoEve for ensuring the smooth execution of orders received at the website and is charged as a percentage of selling price.

Seller is duty bound to pay the JagoEve Marketing Fees and the Payment Collection Fees Shipping charges, Packing Material charges, Tracking and Intimation charges, Incidental charges, Entry tax or any other taxes or charges due to JagoEve for every confirmed order placed by the buyer on the website for their products, and the said fees shall be charged against the seller for:

- a. All confirmed orders placed by the buyer on the website, wherein the dispatch note has been issued to the seller for the shipment of the ordered products to the buyer.
- b. All orders wherein the buyer has placed the order, and dispatch note has been issued by JagoEve to the seller, and seller has failed to ship the ordered product to the buyer for any reason that is not attributable to JagoEve.
- c. All orders wherein the buyer has refused to accept the ordered product shipped to them, as the package is damaged or tampered on arrival; unless undisputedly proven by the seller that the fault is that of the shipping partner.
- d. All orders wherein the seller has shipped the wrong item to the buyer other than the one displayed at the website.
- e. All orders wherein the product description given by the seller does not match the actual product sold /shipped to the buyer.
- f. All orders wherein the seller has tried to sell or sold /send to the buyer a fake, duplicate, spurious, counterfeit, damaged, defective, used, refurbished or previously owned Products through the Website.

In case where seller is found to be involved in malpractices of any sort as defined in this seller agreement and in the “Resolution policy of product complaint”, the seller shall be penalized as appropriate as detailed in the seller agreement and “Resolution policy of product complaint”.

## **21. AMENDMENT:**

- a. JagoEve may amend the terms and conditions of this Agreement including the Business term segment and the JagoEve Policies at any time in its sole discretion by intimating the Seller by way of notification on the Seller Panel and/or by sending an email to the email ID provided in the Seller Registration Form. It is your responsibility to review amendment notifications from time to time.

You will be deemed to have accepted such amendments, if you continue to access the Website/Seller Panel after the amendments are notified by JagoEve.

- b. JagoEve may modify any other policies such as the Terms of Service, the Privacy Policy and the Copyright Policy, at any time at its sole discretion without any notification to the Seller. It is your responsibility to review the same from time to time. You will be deemed to have accepted these Website policies as amended, if You continue to access the Website after the modifications are posted on the Web Site.

## **22. DISCLAIMER:**

- a. The JagoEve site and the services, including all contents, software, functions, materials and information available or provided in connection with the services, are provided “as – is”. As a user of the services, you access the JagoEve site, the services and any online portal or tool provided by JagoEve to help you avail the services at your own risk. We and our affiliates waive and disclaim
  - 1. any representations, 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 known-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 site or the services will meet your requirement or be available, timely, secure, uninterrupted or error free, and we will not be liable for any service interruption, including, but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of any transactions. Some jurisdictions’ laws do not allow exclusion of an implied warranty. In which case the foregoing disclaimer may not apply to you, and We and our affiliates disclaim to the maximum extent permitted under applicable law all warranties of any kind, whether express, implied or statutory, including without limitation warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, known-infringement or quiet enjoyment.
- b. Because JagoEve is not involved in any transaction between the Seller and the Buyer or other participant dealing, if a dispute arises between one or more participants, each of you release JagoEve (and its agents, affiliates and employees) from crimes, demands, and damages (actual and consequential) of every kind and the nature, known and unknown, suspected and unsuspected, disclose and undisclosed, arising out of or in any way connected with such dispute.

## **23. MISCELLANEOUS:**

- 1. **Force Majeure:** Any delay in or failure to perform any obligations by the Parties under this Agreement shall not constitute default hereunder if and to the extent caused by force majeure, which is defined to be occurrences beyond the reasonable control of the Party committing default, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion,

riots, war, rebellion, insurrection, sabotage and non-cooperation of third parties. Provided, however, that Seller shall give prompt written notice within a period of seven (7) days from the date of the force majeure occurrence to the JagoEve. You shall use all reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes of force majeure are removed.

2. **Entire Agreement:** This Agreement, along with the Business Terms Segment hyperlinked to this agreement and JagoEve Policies shall constitute the full and complete Agreement between the Parties hereto relating to the subject matter thereof. The Parties state that there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This Agreement supersedes/cancels all prior communications, understandings and agreements whether written or oral or in electronic form, (such as the Seller Registration Form), between the Parties hereto.
3. **Notices:** Any notice or other communication to be given hereunder will be in writing and given by facsimile, post-paid registered or certified mail return receipt requested, or electronic mail (with a copy concurrently mailed as set forth above). The date of receipt shall be deemed the date on which such notice is given. Notice to You shall be issued at the address provided by You in the Seller Registration Form, as amended by You from time to time.
4. **Waiver:** Either Party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. No failure or delay on part of any Party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by such Party.
5. **Severability:** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
6. There are several words and phrases that are connected to various rules and policies on the Website. Seller represent that, You have read this entire Agreement and the policies mentioned herein and made available on the Website. By accepting this Agreement, You hereby accept all the policies and rules of JagoEve applicable to You.