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**MERCHANT AGREEMENT**

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Thank you for using Zippex! These Terms of Service (“Terms”) govern Your use of the Zippex Technologies Services, including any websites, mobile applications, devices, APIs, or artificial intelligence (“AI”) powered generated experiences that are operated by Zippex or its affiliates and partners (collectively, the “Services”), and are entered into by,

You (“You”, “Merchant”) along with Your associates or employees or agents or Your Personnel engaged in any way or connected to You, or your service providers (where the context so requires in this Agreement), and Zippex Technologies Inc., a corporation incorporated under the Business Corporations Act, and its subsidiaries and affiliates (“Zippex”, “Us”, “We”, “Our”). This Agreement applies to vendors who access the software platform (hereinafter ‘Services’) provided by Zippex. You and Us may be referred to as ‘Party’ or ‘Parties’.

1. **DEFINITIONS**
2. **“Agreement”** means the terms and conditions in this document which the Merchant agrees to be bound and abide by after clicking the ‘I AGREE’ button.
3. **“Customer”** means any individual, group of individuals, firm, company or any other entity placing an order for merchandise with Zippex.
4. **“Delivery Personnel" or “Zippex Delivery Service Provider”** subject to Section 5, Delivery Personnel means, a personal shopper working in the capacity of an independent contractor or service provider who is authorised to receive from the Merchant site the Ordered Product for the delivery of the Product.
5. **“Products”** means the products listed for sale by the Merchant on the webpage or the Landing Page on the Zippex Website in terms of this Agreement (“Products”, “Merchandise”).
6. **“Product Page”** means the landing page where the Product picture and description is displayed.
7. **“Merchant”** means a seller of goods and services who enlists their merchandise on Zippex Website, and agrees to be bound by the terms and conditions mentioned in this Agreement.
8. **“Merchant Portal”** means the Merchant Web page containing all details of the Orders placed by Customers.
9. **“Marital Breach of Agreement”** a breach of clauses: Intellectual Property, Confidentiality (NDA), Unauthorised Use of Zippex Web-Service.
10. **“Order”** means a purchase made by Customers on the Zippex App (“Ordered Product”). Any Order generated through the Zippex Website/App.
11. **“Order Page”** means the Page visible to the Merchant on the Merchant Portal which reflects any Orders placed by any Customer.
12. **“Promotional and “Marketing Material”** means, (whether mentioned individually or collectively) any digital or physical material, including but not limited to, text, subtext, graphic designs, photos, videos, slogans, catchphrase, subtitles or any pictographic representation of any object or any material whatsoever which is designed or crafted for the purpose of marketing the Services of Zippex, which may include the Logo or the trademark of the Merchant for the purpose of letting Customers know of the listed Merchants of Zippex.
13. **“Services”** means the services provided by Zippex through the Website, application alongwith the agents and partners of Zippex to The Merchant and the Customer..
14. **"Website**": means www.zippex.app, and includes the Zippex software application, or any of its Affiliate websites which are powered by Us from time to time for display and sale and delivery of the Products (‘Website’ ‘App’ ‘Webpage ‘Portal’).

1. **NATURE OF SERVICE, THE PLATFORM & SUBSCRIPTION** 
   1. Zippex is a technology platform that presents You with a Virtual Retail Store for Your merchandise where customers can purchase products, which is packed by You and delivered by our Delivery Personnel to customer location.
   2. We grant You, during the Term of this Agreement, a limited, non-exclusive, non-transferable right to enlist the Products for sale on Our Website.
   3. You grant to Zippex, a non-exclusive, worldwide, royalty-free right and licence to use, copy, store, archive, distribute, transmit, translate, render into an audio and/or visual format, Your name and Logo for public display of marketing and promotional content and other marketing related activities on print or digital media, including including social media.
   4. You acknowledge and agree that the trademark of the Merchant may be used for presentation, marketing and promotional purposes via several channels and platforms operated by Us.
   5. You acknowledge and agree that nothing in this Agreement creates an obligation upon Us to provide uninterrupted access to the Website, and We may temporarily or permanently deactivate the Account or suspend the Merchant visibility on the Website due to Our internal policies and technical processes (however all legitimate Payment Obligations upon You and Us shall be dealt with on a case to case basis). The payments due from Us to You shall be dealt with on a case-to-case basis and shall be disbursed based on legitimate claims. The acceptance and continuance of Merchant access to Our Website is strictly upon Our discretion.

1. **ACCOUNT AND REGISTRATION**
   1. You shall designate one Authorised Person or Representative to upload all details which is required to create only one (1) account which may include a unique sign-in email address, store name (“User name”) and password (“Password”), In case of Duplication of Merchant Account with the same information and documents as mentioned below, We shall be at the liberty to deactivate the Duplicate Account without Notice.

**The following information (including but not limited to) is important while creating an Account:**

**Note:** You may be required to update more informations at different stages of signing up

* 1. Authorised Representative Name
  2. Store Name
  3. Business Registration Number, and Address and upload pictures of the same.
  4. Picture of the store (optional, but recommended)
  5. Operating Hours
  6. Address of Merchant
  7. The above mentioned information will authenticate Your identity (“Unique Merchant Identifier”). When creating the account, You must provide true, accurate, current, and complete information. You are solely responsible for the confidentiality and use of Your User Name, Email, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Platform using one or more of them. You will promptly inform Us of any need to deactivate a Password or User Name, or change any Unique Identifier. We will not be liable for any loss or damage caused by any unauthorised use of your account.
  8. Initially the sign-up will be provided by Us until further notification. All account related modifications and information must be provided to Us by You.

1. **COMMERCIALS**
   1. By enlisting Your goods for sale on Our Website, You authorise Us to sell and deliver Your Products at a base price set by You, and a final price set by Us. You agree and acknowledge that the final price of the products may vary depending upon various factors. The final price of the Products upon check-out may include (as per our discretion):

(i) Delivery Fee

(ii) Taxes (“Service Fee”) if applicable, (as reflected on Your Merchant Account)

(iii) Any other charges as per variables including but not limited to nature of the Product or delivery location.

* 1. We reserve the right to levy additional charges and taxes as applicable, related to Our Services, regular and special requests by Customers through Zippex and Delivery of the Product which will reflect upon the Customer Account. Additional charges may apply in case of circumstances mentioned under the “Returns and Refunds” Section of this Agreement.
  2. We reserve the right to initiate and apply any additional charges relating to the Services in future depending upon the Marketing Activities and Promotional offers for Listed Merchants. We will notify You of Promotional Offers and charges and the Merchant may choose to opt-in such programmes and Promotions.
  3. Upon successful receipt and confirmation of order and payment of the goods, Your payment of the merchandise shall be transferred to your linked account within 5-7 business days, after the successful delivery of goods and the Zippex Return period is over. You acknowledge and agree that the Zippex Website may be out of service due to Server Down Time or other technical issues. We shall not be liable for any loss of profit or business or otherwise to the Merchant that may accrue due to such technical issues.
  4. **Successful Delivery:** subject to the return policy section, successful delivery of goods means, completion of the delivery of the goods at the location of the customer and no return is initiated within the permitted time period, which is within 3 hours of Delivery (“Permitted Return Request Period”). Beyond the Permitted Return Period, the Delivery shall be considered a successful delivery. (“Successful Delivery”).

1. **PRODUCT LISTING AND INVENTORY UPDATING**
   1. You must maintain an Inventory List uploaded on the Zippex website.The below mentioned list of information in this clause, must be contained in the Product Page of the Merchandise You intend to sell. The Product Page must be filled by You with the following details:
   2. Item name
   3. Item picture (different perspectives, front, back, side, top and bottom the Merchandise)
   4. Item Price (Discounts and Promotions)
   5. Product Description
   6. Quantities available
   7. **Fragility Category:**

The Merchant shall mention, on a scale of 1-10 the rate of fragility

* 1-4 (Fragile)
* 4-8 Moderately Fragile
* 8-10 Not Fragile
  1. The **Product description:** dimension: size, weight, colour, the material (for example fabric, wood, metal or otherwise), in case of a set of items the contents of such set, and usage instructions, or safety and maintenance instructions and protocols, and all other related information which the Customer may rely upon while purchasing the Product.
  2. In case of fragile items, the description relating to the nature of the product and the fragility, and the care instructions of the Product.
  3. You shall be solely responsible for inventory updates of the products (including discounts and promotions and information about product discontinuation) from time to time for publishing on the Our Website. All the pricing or inventory update must be done through a panel provided in the Website or App.

1. **ORDERS AND PACKAGING** 
   1. All orders received shall be reflected on the Orders Page of the Merchant Portal. It is Your responsibility to keep the package ready for delivery within the estimated time as mentioned and approved by the merchant in the Website. Securing the package and labelling the package is Your responsibility and You will provide additional handling instructions for fragile items or depending upon the nature of items. In case no such instructions are provided and the item is damaged in transit, it will be your responsibility to replace the product without any charge for the replacement order within the time frame updated in the Merchant Portal. Such situations as mentioned in this Clause shall be dealt with on a case to case basis.
   2. **Labelling Instructions:**

Every packed Order must have the following information on the product:

(i) Order receipt, in the format as provided and printed from the website, taped to the package

(ii) Any special care or handling instructions, including sides such as ‘front’, ‘back’ or ‘up’ or ‘down’ must be printed on the packaging depending upon the nature of the product.

(iii) Any special message if provided by the customer.

1. **DELIVERY**
   1. You shall keep ready the Package to be handed over to the Delivery Personnel within the estimated time mentioned in the Website for the packaging of the product. Every Product must be packaged as per the unique requirements of the Product. The packaging must be secure and done in a way which does not damage the Product while in transit. In case the packaging does not secure the Product and the packaging falls apart or disintegrates while being carried by the Delivery Personnel, the Merchant shall be responsible for the replacement of the Product, without any additional charge for the replacement Order upon Us or the Customer. We will charge the delivery fee to You additional for the subsequent delivery of the replacement Order.
   2. Upon Packaging of the Product the Merchant shall print the Order Details and stick it on to the Package of the Product. The Merchant shall not modify the Order details and print the Order detail in full for the purpose of the Delivery. After the Order packaging is ready, the Merchant shall hand over the Package to the Delivery Personnel. The Merchant must inform the Delivery Personnel all details regarding handling of Fragile Items. All instructions must be clearly given to the Delivery Personnel.
   3. In case the Merchant does not inform the Delivery Personnel anything regarding special instructions for fragile item Order, or if the Packaging falls off and the Order is damaged while loading in the vehicle of the Delivery Personnel, You shall pack another Product of the same description as per the original Order according to the Order Sheet reflected in Your Portal.
   4. The Merchant understands and agrees that it is not possible for the Delivery Personnel to be aware the nature or Product inside the packaged Order and it is the sole responsibility of the Merchant to inform the fragility status of the Order to the Delivery Personnel everytime the Delivery Personnel picks-up an Order of fragile item, irrespective of the fact that the same item has been handed over to the Delivery Personnel on a previous Order date.
   5. You agree to assist the loading of the Order due to the large dimension or weight of the Order, You may engage Your employees or agents to assist the loading of the Order in the vehicle of the Delivery Personnel.
   6. **Delivery Personnel:** Delivery Personnel means a personal shopper or any person who has subscribed to engage independently with Zippex to receive the Ordered Product from the Merchant site for the delivery of the Product. The Merchant shall verify the following before handing over the Order:
   7. **Identification of authorised agent:** The Delivery Personnel shall have the Zippex Bag with logo on it, and the Order Sheet with Order Id details which is displayed on the Delivery Personnel’s Profile on the Zippex Merchant App, with the Photo of the Delivery Personnel. The Merchant shall request the One Time Password (“OTP”) (as and when applicable) from the Delivery Personnel and insert the same in the designated area in the Merchant Portal.
   8. **Handing Over:** Upon verifying the above mentioned details, the Merchant shall hand over the Order to the Delivery Personnel. In case the Order is not handed over to the Delivery Personnel, or to any unauthorised person whether before or after receiving the OTP, the Order shall be rendered “Cancelled by Merchant”, and inform the Customer as well. Such situations shall be dealt with on a case to case basis as per the Delivery Section of this Agreement.

The Merchant must exercise due diligence in terms of handing the Ordered Product to the Delivery Personnel, and We shall not be liable to transfer payment for any Order which is handed over to an unauthorised person/entity or an Order which is not delivered to the Customer.

* 1. **CODE OF CONDUCT:** You, along with Your associates or employees or agents or Your Personnel engaged in any way or connected to You, service providers, shall not engage in any personal communication with the Delivery Personnel, the conduct of the Merchant must be strictly professional and within the terms of this Agreement. The Merchant shall not cause the Delivery Personnel to do any favour (whether personal or professional) for the Merchant without prior approval from Us.
  2. **Missed Delivery:** In case the Delivery Personnel reaches for pick up, but Merchant is not willing to hand over Order, or not ready to hand over Order or crosses the time limit for packaging and cannot keep the Order ready for Delivery within the next 10 minutes of arrival of the Delivery Personnel, the Order shall be cancelled, the Merchant shall be liable to pay an amount at the rate equated with the distance travelled by the Delivery Personnel, as mentioned in the Merchant App. Such situations shall be dealt with on a case to case basis.

In case You are in default within a period of time and are unable to fulfil orders either within the specified time on the App, or not fulfilling at all, Your account may be flagged and We shall decide on a case to case basis and it might lead to temporary deactivation of your Account.

1. **RESTRICTED ITEMS** 
   1. Zippex Services are available for delivery of all products and available to all Merchants apart from the following categories of restricted items (“Restricted Items”):

(i) Alcohol

(ii) Any kind of psychedelic drug, or smoke or edible marijuana

(iii) Any kind of Medicines

(iv) Cigarettes (tobacco or e-cigarettes or any smoking)

(v) Illegal Items as per the laws in force in Canada

(vi) Counterfeit or fake products

(vii) distribution of illicit pictures and videos (pornography or otherwise)

(viii) Sale of any kind of weapon or armament

(ix) Sale of smuggled products or stolen items

* 1. Every Product enlisted must be the rightful and legal property of the Merchant, and the Merchant must be the Owner of such Product and authorised to sell such products in the Market subject to applicable laws in force in Canada.
  2. You shall abstain from initiating any transaction or entertaining any request from customers or any other person or entity, directly or indirectly, for the sale or transportation of Restricted Items and Illegal Items. You shall not engage the Delivery Personnel of Zippex in any form of act or omission which is not authorised as per the Agreement between You and Zippex.
  3. You shall not put any restricted Item in any of the Legitimate Orders that is generated through Our Website (App or any Platform). We shall not be liable if the Customer is affected in any way after receiving an Order containing Restricted Items. The Customer may initiate legal proceedings against You and
  4. We shall not be liable in case of sale of Restricted Products, conducting any illegal activity, or unauthorised activity which is not in terms with or related to this Agreement and the Services. (“Unauthorised Uses”) either through the Website or directly or indirectly through Zippex Delivery Services, and You shall be liable for any such Unauthorised Uses and We reserve the right to initiate appropriate legal action against such Unauthorised Uses in the Court of Law.

1. **PRODUCT ASSURANCE AND WARRANTIES**
   1. You acknowledge and agree to provide products which are genuine relating to the branding of the Product and true to the descriptions as published on the Website and in store, the Product description must match the descriptions provided in the Website and must comply with the warranties that the Product carries. In case of products which carry a ‘warranty’ the Merchant’s warranty policy shall be applicable and the Merchant shall be liable the same way as the Merchant would have been liable if the order was placed in-store. In case a product is missing a Warranty document, the Customer may approach the Merchant for the redressal of the same.
   2. In case the Merchant has listed any third party branded products or the Merchant owned brand, the Merchant shall pack for Order only genuine and original products with appropriate product code or product identification mark (as applicable depending upon the Product).
   3. For any defect in the products, Merchant shall be solely responsible for the replacement of the same with no additional charge to Zippex Customer.
   4. Merchant shall be responsible for all/any repairs/replacements etc. of the Ordered Product prior/post the Delivery of any Ordered Product.
   5. Product related disputes: In case the Customer raises a claim against any Product being fake or not genuine, the Merchant shall be required to prove the authenticity of the Product. The Merchant must be in a position to provide for all details to prove the Product is genuine. We shall not be liable for any claims relating to the originality of the Products. The Merchant acknowledges and understands that in case of disputes or claims relating to fake products, the Customer shall directly approach the Merchant directly. In case of unresolved disputes, the Customer may approach the appropriate legal authority for the sake of resolution of dispute and We shall not be liable for any fees, losses or claims that the Customer may raise against the Merchant, and/or any penalty or compensation that the Legal Authority may impose upon the Merchant.
2. **RETURN AND REFUND POLICY**
   1. **CANCELLATION & REFUND**: A customer shall have the option to cancel an order within 15 (fifteen) seconds window thereafter, the Customer may initiate a Return of Order within 3 hours after Delivery. The Delivery Personnel shall return the Order back to the Merchant.
   2. Beyond the 3 hour timeframe as mentioned in this Clause, You may choose to honour the in-store return policy to the Customer. We will not be responsible for the loss of profit or any other loss that may occur due to such a return order, the Customer may directly approach the Merchant for such purpose.
   3. **Orders may be returned due to the following reasons:**

(i) **‘Faulty OR Fake Product Sent’**: means a Product sent which is not functioning as claimed in the Website by the Merchant or a product which is fake or counterfeit, in terms of the Brand represented on the Product Page.

(ii) **“Wrong Product Sent”**: means a Product which is delivered and the Product Ordered is totally or partially wrong. The Wrong Product could be in terms of colour, weight or missing parts, or design or category of the Product.

* 1. **Refund Due To Faulty Packaging**: packaging for goods is solely Your responsibility, in case of faulty packaging, wherein the packaging falls apart and the products are damaged while in transit, it is the responsibility of the Merchant to replace the Order. Such situations shall be dealt with on a case-to-case basis upon mutual discussion between You and Us.
  2. **Wrong Product Packed:** You shall bear responsibility for wrong product packed (whether in full or in part) and handed over to the Delivery Personnel. A duplicate order shall be generated by Zippex and the Merchant shall be responsible for handing over the duplicate Order to the Delivery Personnel, without any additional costs or claims charged to Zippex.
  3. **Packing Dangerous or Harmful Items:** The Merchant must exercise absolute care while packing an Order to avoid leaving any harmful or dangerous items in the Order packed including but not limited to, scissors, knifes or blades, or sharp objects, or chemicals or anything which can potentially physically hurt the Customer. We shall not be liable for any hurt that the Customer suffers due to such harmful items in the Order packed and the Customer may bring a legal charge against You.
  4. In case of selling counterfeit or fake Products or Products in terms of the brand or quality mentioned in the Website by Merchant, The Customer shall directly approach the Merchant and We shall not be liable for any litigation or proceeding initiated by the Customer regarding the dispute.
  5. If We receive a complaint of counterfeit, fake or stolen Products being sold by the Merchant on the Zippex Website, We shall deal with the situation on a case-to-case basis, and We may decide to deactivate the Merchant Account until resolution of the situation between You and Us.
  6. IN case of Returns as mentioned in this Section, the final amount transferred to the Merchant shall be the Cost of the Product after deducting the Return Delivery Costs, and the Service Fee (as and if applicable) within the timeline mentioned in this Clause.

1. **CO-BRANDING AND MARKETING AND PROMOTIONS (ADVERTISEMENT)**
   1. You acknowledge and agree that all Orders will contain ‘Zippex’ label or logo. You may print your logo or trademark on the product only.
   2. **COMPETING BUSINESS AND MARKETING:** You acknowledge and agree that the Zeppex Services may be availed by several competing businesses and that Zippex is only providing the Services as mentioned in the definitions.
   3. We may provide promotional services to any of the listed merchants who use the Services at a premium price. You understand and agree that the Premium members might have additional promotional benefits on the Zippex Website. We are not liable for any loss of profit or business or whatsoever due to promotional benefits of Zipex premium services. We also reserve the right to show on Our Website any brand advertisements or Promotions.
   4. We take no responsibility for loss of business of any Listed Merchant due to marketing activities of Zippex.

1. **UNAUTHORISED ACTS AND USE OF SERVICES**
   1. You agree to follow the rules and policies of Zippex as made available to You from time to time. You acknowledge and agree that the use of the Services must comply with the restrictions that We may provide.

**Unauthorised Services includes but not limited to:**

(i) sale or transport of Restricted Items, either as separate order, individually or as a part of the Order;

(ii) handing over Zippex Orders to any third party who are not Zippex Delivery Service Provider as per generated Orders;

(iii) soliciting or offering the Delivery Personnel of Zippex any financial consideration to engage in unauthorised or illegal acts;

(iv) Any act or omission which is not in accordance with the rules and regulations of Zippex.

(v) creating any form of separate business engagement with the Delivery Personnel while still representing the Zippex brand name.

* 1. An Unauthorised Use of Services or Restricted Product sold or delivered through Zippex Services shall be the liability of the Merchant and We reserve the right to file a case with the appropriate authority as applicable.

A breach of this clause shall be considered Material Breach (“Material Breach”). In case of Material Breach, Zippex shall be at the liberty to terminate the Agreement immediately.

1. **TERMINATION AND SUSPENSION**
   1. Either Party may terminate this Agreement:

(i) for a breach by the other Party where such breach is not cured within five (5) days of written notice of such breach; and

(ii) any time, for any or no reason, upon ten (10) days written notice.

* 1. **ACCOUNT STATUS:** Termination is effective upon receipt of the notice of termination by the other Party. We shall thereafter suspend the Account temporarily until all payments are dealt with on a case to case basis. Upon settlement of dues and/or settlement of disputes the Account shall be terminated permanently. We reserve the right to withhold any Payments due to any Unauthorised Uses and raise a dispute accordingly with the Merchant.

The Merchant shall be at liberty to provide all evidence regarding the authenticity of such Payments or against the claim of Unauthorised Use. All such disputes shall be resolved amicably between the Parties.

* 1. We may terminate this Agreement immediately for the following reasons:

(a) use of Our Services for fraudulent purposes, or Unauthorised Uses

(b) in case of illegal activities conducted by the Merchant

(c) deliberate breach of the terms and conditions of this agreement

(d) Selling counterfeit, fake or stolen products.

* 1. **Temporary Suspension:** this Agreement and Account may be suspended due to any pending disputes between the Parties.
  2. **Effects Of Termination:** upon termination all amounts payable to the Merchant pursuant to all previous Orders shall be dealt with on a case to case basis. Payments for all fulfilled Orders shall be remitted to the Merchant after due diligence by Us. Upon termination, every payment to the Merchant shall be subject to scrutiny and the payment may be modified depending upon the status of the Order and the nature of Unauthorised Activity.

1. **PERSONAL INFORMATION OF THE CUSTOMERS**
   1. You acknowledge that the Merchant shall not collect, store, copy or otherwise divert or deal with in any way the personal information of Customers for any purpose whatsoever. The information available on the Website or Software Application is not available for any other purpose apart from provision of the Services as mentioned in this Agreement.
   2. You agree not to use the email id of any Customer for the purpose of sending any business or personal emails, including but not limited to, SPAM emails, promotional, commercial email whether text or graphic.
2. **INTELLECTUAL PROPERTY**
   1. You hereby agree and declare that the Intellectual Property contained in the Products are solely owned by the Merchant (or authorised to deal with) and the Merchant is not in violation of any law or legal agreement with regard to the Intellectual Property of the Products.
   2. **Zippex Intellectual Property (‘Zippex IP’):**
3. **Intellectual Property:** any content on the Zippex Portal, Merchant, Driver and/or any Portal related to Zippex Inc, including but not limited to, photo, picture, logo, brand name, any marketing material, slogan, phrase, catch-phrase, or promotional material or design or digital creations in general, social media pages and designs, Webpage Designs, URL, business know-how, branding material.
4. We reserve all rights which are not expressly granted in this Agreement. You agree and acknowledge that the Intellectual Property contained in the Website and as mentioned below in this clause is solely the property of Zippex Inc and the Merchant is not authorised to use, copy, save, divert or deal with any such information in any way whatsoever.

**Your obligations relating to Our Intellectual Property:**

1. You shall not, and shall not allow any other party to: (a) licence, sublicense, copy, modify, print and/or distribute, create, sell, resell, transfer, or lease any part of the Platform IP or Authorised Zippex-Branded Materials and Intellectual Property;
2. Any literary, dramatic, musical, artistic work or any IP contained in the marketing, or promotional materials, whether on the Zippex Portal or on social media are collectively Our Intellectual Property, and You shall not use in any way or cause to be used, such Intellectual Property;
3. You shall not allow or facilitate or cause to be introduced any bug, virus, or reverse engineer or attempt to extract any code or cause the Portal to be hacked or cause any form of unauthorised interference with source code or of the Portal in whole or in part;
4. You shall not use, display, or manipulate any of Zippex Names, Marks, or Works for any purpose other than to list Products for sale on Zippex Website;
5. You shall not create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include Zippex Names, Marks, or Works or any other similar mark, name, title, or work;
6. You shall not use Zippex Names, Marks, or Works or any other visible Zippex intellectual property as your social media profile picture or wallpaper or on public platforms, apart from activities that Zippex Authorises from time to time.
   1. **Merchant Intellectual Property:** The Intellectual Property (including, logo design and branding of Products) shall remain the Property of the Merchant, and the Merchant only grants non-exclusive, worldwide, royalty-free right and licence to use, copy, store, archive, distribute, transmit, translate, render into an audible and/or visual format, for public display of promotional content and other marketing related activities only.
7. **AGENCY, REPRESENTATION AND NON-SOLICITATION**
   1. The Merchant acknowledges and agrees that Zippex Inc. is a Software Service Provider and the Merchant shall not represent on any public domain that the Merchant is an agent of Zippex or Our affiliates, subsidiaries, or agents, engaged in any joint venture or any other relationship whatsoever.
   2. The Merchant shall not solicit any employee, consultant or agent or any person or entity related to Zippex (collectively and individually “Zippex Entity”) and shall not establish any form of contact or engagement whether direct or indirect with such Entity without the prior consent of Zippex.

1. **REPRESENTATION AND WARRANTIES**

* 1. The Merchant represents that the Merchant has the appropriate legal capacity to enter into this Agreement and is not in violation of any laws in force in Canada or in violation of any contract with any third party.
  2. Merchant represents and warrants that the Merchant holds legal right and authority and sanction, applicable Government registrations/permission to deal in, sell, or otherwise has all legal rights to offer the merchandise listed on Zippex.

1. **DISCLAIMER**

WE ARE PROVIDING OUR WEBSITE/APP AND ANY ADDITIONAL SERVICES “AS IS” AND “AS AVAILABLE,” BASIS, WITHOUT GUARANTEE OR WARRANTY OF ANY KIND, AND YOUR ACCESS TO OUR PLATFORM DOES NOT GUARANTEED ANY DESIRED RESULT IN BUSINESS OR OTHERWISE. WE DO NOT WARRANT THAT OUR PLATFORM WILL BE ACCURATE, COMPLETE, CURRENT, SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR-FREE, OR WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. WE DO NOT GUARANTEE THAT OUR TECHNOLOGY IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS OR LOSSES RESULTING FROM SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM GLITCHES OR OTHER INTERRUPTIONS THAT MAY AFFECT YOUR ACCESS TO OUR PLATFORM.

WE DO NOT TAKE RESPONSIBILITY FOR CUSTOMER REACTION TO YOUR POLICIES OR CONDUCT. WE ONLY CONNECT CUSTOMERS WITH THE MERCHANT HENCE WE ARE NOT RESPONSIBLE IF CUSTOMERS FILE ANY CLAIMS AGAINST THE MERCHANT OR IF THERE IS ANY DISPUTE BETWEEN THE CUSTOMER AND THE MERCHANT.

1. **LIMITATION** **OF LIABILITY**
   1. Except to the extent otherwise expressly provided in Arbitration and Indemnification clause, in no event will You or Zippex (including its subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, shareholders, partners, licensors, and suppliers) be liable to the other party or any other party for any incidental, indirect, consequential, special, exemplary, or punitive damages of any kind (including, but not limited to, lost revenues or profits, including but not limited to physical damages, bodily injury, emotional distress and/or discomfort) arising from or relating to this agreement, regardless of knowledge of possibility of such damage, except to the extent otherwise expressly provided in this Agreement. Apart from the exceptions mentioned in this Agreement, either party’s aggregate liability for direct damages under this agreement will not exceed the subscription fees paid to Zippex, or other amount due in terms of fulfilled Orders from Zippex hereunder during the period of 3 months prior to the event giving rise to the claim.
   2. **Exclusions to limitation of liability:**

(i) Any act or omission which is against the Laws in force in Canada.

(ii) A Party’s Indemnification Obligations as mentioned in Clause 19 of this Agreement.

(iii) Merchant’s deliberate attempt to defraud the Customer by misappropriating Order or breach the terms and conditions of this agreement.

(iv) Breach of Intellectual Property and Confidentiality terms contained in this Agreement.

Zippex reserves the right to take appropriate legal action where the damages are not quantifiable and assessed.

1. **INDEMNIFICATION**
   1. Each Party shall indemnify, defend, the other Party, and the other Party’s officers, directors, employees, attorneys, and agents (collectively, the “Indemnified Parties”) from and against any and all losses, liabilities, damages, fines, and all related costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgement, interest, and penalties (collectively, “Losses”) incurred by such Indemnified Parties in connection with:

1. Your Unauthorised use of the Services or a breach by You of the Material Breach of terms and conditions contained in this Agreement, including without limitation any actual or alleged violation of any law, rule, regulation, or Zippex Guidelines for Customers, for which any penalty is imposed by the Government or Court of Law upon Zippex, Affiliates or Agents or losses arising out of such Unauthorised Use;

1. Any third-party claim, action, or proceeding to the extent arising from, relating to, or alleging that the Party has breached any of its representations and warranties hereunder. In addition, You shall indemnify, defend Zippex’s Indemnified Parties from and against any and all Losses incurred by such Indemnified Parties in connection with any third-party claim, action, or proceeding to the extent arising from or relating to:

(i) Any breach of laws in force in Canada which imposes liability upon Zippex or Affiliates or Agents;

(ii) Any legal liability imposed upon Zippex due to Unauthorised Use of Services, illegal acts or omissions of Merchant;

(iii) Any actual or alleged breach of Merchant Representations, Warranties, or obligations, responsibility set forth in this Agreement;

1. **DISPUTE RESOLUTION & ARBITRATION AGREEMENT**
   1. **Amicable Dispute Resolution:** Both the Parties agree to resolve disputes amicably by attending an informal mediation proceeding, chaired by the Authorised Legal Representatives of either Party. To initiate the informal mediation process, the initiating Party shall send a notice by email or writing to:

Authorised Representative:

Email:

Ph:

Address:

The notice must mention the dispute in detail and related concerns must be mentioned. The Parties may be represented by a counsel as per preference and the counsel must be present in the informal dispute resolution meeting.

* 1. Thereafter both the Parties shall conduct a meeting either virtually through virtual meetings website or visit the Office of Zippex at the above mentioned address. The amicable dispute resolution may extend to as many days as the Parties may mutually decide depending upon the availability of the Parties, limited to a maximum period of 90 days for resolution (the 90 days’ timeline may be extended as decided between the Parties). Beyond 60 days the aggrieved party may initiate the Arbitration Proceeding.
  2. **Arbitration:** In case of failure to resolve disputes amicably, the Parties shall resort to Arbitration. This Arbitration Agreement shall be binding upon the Parties, and shall include all dispute, controversy, or claim out of or relating to this Agreement and any subsequent amendments of this Agreement, including without limitation, its formation, validity, binding effect, interpretation, performance, breach or Termination as well as non-contractual claims brought by You against Us or any Third Party. Third-Party Providers, Our service providers including without limitation, payment processors, co-branding partners, Our IT Service providers, and other related parties with whom Zippex has business engagements. The Arbitration Notice must be provided within 30 days of the last day of amicable dispute resolution meeting.
  3. The Notice of Request to Arbitrate must contain:

(a) a name, place of business (if any), and mailing address, telephone number, fax number, and email address of each party to the dispute if known;

(b) an address, fax number (if any), and email address (if any) for delivery of Documents to the claimant;

(c) a brief description of the matters in dispute or a Statement of Claim;

(d) a request to arbitrate the dispute;

(e) an estimate of the amount claimed or, if that is not available, of the value of what is in issue in the dispute. If the claimant cannot estimate this value, it must explain the reason.

* 1. A dispute must be determined by a Tribunal made up of a single Arbitrator, the Seat of Arbitration shall be British Columbia and the arbitration proceedings shall be conducted as per the rules and procedures of ADR Institute of British Columbia. The cost and expense of the arbitrator shall be borne by and divided between the Parties in equal half. The Venue of Arbitration shall be decided by Zippex keeping costs and expenses in consideration, and the cost of which shall be borne by the Parties equal proportions.

* 1. **Exceptions:** Either Party reserves the Right to approach appropriate Legal Authorities and Court of Law for the following:

(i) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement of either party’s Intellectual Property Rights or breach of Confidentiality Obligations.

(ii) Actions relating to Illegal or Unauthorised Activity

(iii) other matters which cannot be resolved by Arbitration as per the laws in force in British Columbia.

1. **GOVERNING LAW**

To the extent permitted by applicable law, this Agreement will be governed by the laws of the province of British Columbia.

1. **MISCELLANEOUS**
   1. The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
   2. **Severability:** If any provision or clause of this Agreement is found to be unenforceable or invalid, the invalidated provision shall be severed from the rest of the Agreement and amended as necessary. The invalidation of one provision or clause in this Agreement shall not affect the validity of the rest of this Agreement.
   3. **Assignment:** We may assign or transfer this Agreement or any of our rights or obligations in this Agreement, in whole or in part, without your prior consent. You agree not to assign this Agreement, in whole or in part, without our prior written consent, and any attempted assignment without such consent is void, and may result in Termination of our Account. In case of change of Ownership of the Merchant Business entity, the existing Account shall be temporarily deactivated, until the new merchant details as mentioned in this Agreement are updated.
   4. **Survival:** The following provisions will survive termination of this Agreement: “Definitions” “Termination”, “Representations and Warranties, Disclaimer”, “Limitation of Liability”, “Indemnification”, “Miscellaneous Provisions”, and this clause “Survival”.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND, AND AGREE TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS.**

**ANNEXURE-1**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is entered into on the date and time as captured by the system when You click the “I AGREE” button.

This Non-Disclosure Agreement (‘NDA’) is entered into between You (“You” “Your”, “Yourself”) and Zippex Technologies Inc. “Zippex,” (hereinafter “We,” “Our” and “Us”).

This Agreement governs the Confidentiality Obligation Upon signing up on the Portal.

By accepting this Agreement, You confirm that You have read, understood and accepted the provisions of this Agreement and intend to be bound by this Agreement.

The Disclosing Party and the Recipient may be referred to as ‘Party’ individually and ‘Parties’ collectively.

**WHEREAS**:

1. Either Party may share, discuss and consult regarding the Services mentioned in the Merchant Agreement. The Parties may be sharing Confidential Information with each other relating to the business and commercial activities and as mentioned in this Agreement. Both the Parties agree not to share with any person or entity such Confidential Information.
2. This Agreement is a part of the Merchant Agreement and all the Terms and contents of the Merchant Agreement must be Treated as Confidential Information.

NOW THEREFORE in consideration of the mutual agreements and covenants in this Agreement the parties agree as follows:

1. **DEFINITIONS**
   1. In this Agreement [except to the extent expressly provided otherwise]:
2. **“Business”** means for the purpose of this agreement, any business for profit or otherwise, any engagement or initiative or venture (existing or prospective).
3. "**Disclosing Party Confidential Information**" means any information disclosed by either Party the ‘**Disclosing Party**’ to the other Party the ‘**Recipient’,** whether disclosed in writing, orally or otherwise, that at the time of disclosure was marked or described as "Confidential"or should have been understood by the Recipient (acting reasonably) to be Confidential;
4. **CONFIDENTIALITY OBLIGATIONS**
   1. **CONFIDENTIAL INFORMATION**

Confidential Information includes any discussion, or information shared between the Parties, which are not present in the public domain for the public at large to view or access, including but not limited to:

1. All Personal Information: Either Party business documents, government identification documents, bank statement details, financial information, payment information;
2. all written or verbal, whether electronic or handwritten, data or graphic, code, designs, photos, videos, audios, work plans, word, symbol, design;
3. marketing strategies, content, any slogan or catch-phrase or other promotional content of Zippex;
4. Commercial information, payments, all non-public information, price sensitive information, financial information such as bank accounts, payment information, trade secrets, business related discussions;
5. any disputes or complaints or related discussions between the Parties;
6. any idea, innovation, or any information which is private and not in any public domain, particularly which is disclosed pursuant to this Agreement to the Recipient;
7. Any document specifically marked as “CONFIDENTIAL” or by any other terminology which would essentially mean ‘Confidential Information’.
   1. **CONFIDENTIALITY OBLIGATIONS**

(a) The Recipient shall keep the Disclosing Party’s Confidential Information strictly confidential and shall not disclose, use (whether commercial or personal), divert, modify, transfer, licence in whole or in part any Confidential Information to/for any person without the Disclosing Party's prior written consent.

(b) The Recipient shall abstain from causing any adversity or jeopardise the confidentiality of the Information of the Disclosing Party at all times in relation to the Disclosing Party’s Confidential Information and shall take equivalent care and protect the Confidential Information as the Recipient would do, if such Information were the Recipient owned Confidential Information.

(c) The Recipient shall not use any of the Disclosing Party’s Confidential Information for any purpose other than as directed by the Disclosing Party.

(d) The Recipient shall inform the Disclosing Party if the Recipient has knowledge of any disclosure (whether accidental or intentional by any employee, or personnel of the Recipient or the Recipient itself) and the Parties shall mutually take steps to mitigate the risk. The Disclosing Party reserves the right to take appropriate legal steps to limit the impact of such disclosure.

* 1. The Clause imposes no obligations upon the Recipient with respect to: Disclosing Party Confidential Information that:

(a) is or becomes publicly known through no act or default of the Recipient; or

(c) has been received by the Recipient from a third party which is not in breach of confidentiality obligations of any of the Parties to this contract and the third party is not in breach of its own confidentiality obligations with any other third party.

3.3 The restrictions in this Agreement do not apply to the extent that any Disclosing Party Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, provided that the Party who is mandated by law to disclose, serves a notice to the Disclosing Party regarding such mandate so as to enable the Disclosing Party to avail appropriate remedy against such mandatory disclosure, provided that the service of notice is permitted by law.

3.4 Upon the termination of this Agreement, or upon notice by the Disclosing Party the Recipient must immediately cease to use the Disclosing Party Confidential Information as required by the Disclosing Party. Upon written receipt of request from the Disclosing Party, the Recipient shall destroy all documentary (whether physical or soft copy) Confidential Information in its possession within 3 days of such notice. The Recipient shall inform the Disclosing Party of such destruction immediately.

1. **WARRANTIES**

4.1 The Disclosing Party warrants to the Recipient that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

4.2 By entering into this Agreement, the Disclosing Party is not in breach of any contractual or legal mandate whether before or after execution of this agreement.

4.3 The Recipient warrants to the Disclosing Party that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

4.4 By entering into this Agreement, the Recipient is not in breach of any contractual or legal mandate whether before or after execution of this agreement.

1. **LIABILITY**

The Disclosing Party reserves its right to take appropriate legal action for breach of Confidentiality Obligations and/or any terms of this Agreement. Nothing in this Agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.

1. **SURVIVABILITY**

The Confidentiality Obligations under this Agreement shall survive the termination or expiration of the Agreement in perpetuity. The Recipient shall abstain from using, communicating, transferring or dealing with any Confidential Information disclosed pursuant to this agreement for whatsoever purpose.

1. **GENERAL**
   1. Neither party may without the prior written consent of the other party assign, transfer, charge, licence or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
   2. Neither Party shall use the other Party’s name in any manner whatsoever so as to derive any benefit or for publicity purposes unless expressly agreed between the Parties.
   3. Subject to Clause this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
   4. All notices under this NDA shall be provided via courier or email as mentioned below shall be addressed to the contact information available on the Merchant Account.
   5. This Agreement shall be governed by and construed in accordance with applicable laws of British Columbia in force.
   6. The Courts of British Columbia shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement. The Parties may decide to Arbitrate the dispute by appointing sole Arbitrator with seat of Arbitration in British Columbia, with mutual consent the fees of such Arbitrator and related venue costs of which shall be borne by the Parties Equal proportions (where applicable).

**BY CLICKING ‘I AGREE’ YOU AGREE TO THE TERMS OF THIS AGREEMENT.**