

## **Memorandum of Understanding**

This Memorandum of Understanding is concluded between: You as a Seller  
(hereby referred to as **Seller**)  
with Name, Address & Phone Number as mentioned by you in this Registration Process.

AND

**Zmall Pvt. Ltd.**

(hereby referred to as **Zmall**)

Located at 2<sup>nd</sup> floor office 201-c, H-12, Nust, Islamabad

Where both **Seller** and **Zmall** agree to the following terms:

1. **Seller** will only list and sell 100% original, genuine, new and unused products on **Zmall**

✦ Sellers must note that the Company does not allow any fakes or copies of original branded products to be listed on Zmall. In case such a product is uploaded by the seller, Zmall will send a warning to the concerned seller (third warning will lead to the seller getting barred from Zmall) and delist the product. Further, for products such as electronics that come with warranty cards etc. from the manufacturer, it is the responsibility of the Seller to provide the same and also specifically mention all such characteristics while uploading the product details.

2. All products listed and sold on **Zmall** by the **Seller** must have complete warranty as specified by the manufacturer and must be valid in Singapore

✦ All products listed and sold on **Zmall** by the **Seller** must not be “activated” and their warranty must start only when the buyer opens the product and switches on the product.

✦ **Seller** will accept returns for all products which are in an “activated” condition before delivery and have the warranty started before the buyer has opened the product and switched it on.

3. **Seller** must share a copy of their Company Registration documents and GST certificate with **Zmall**

4. **Seller** will provide **Buyer** with invoice for all purchases made

5. **Seller** will confirm orders that are available and in stock within 24 hours of receiving the order, in case the item is out of stock or any other such issue arises and the seller is unable to confirm the order within 24 hours, they will inform Zmall Customer Care at the earliest. Seller will cooperate with Zmall’s messengers for pickup as per policy

6. **Seller** will be solely responsible for the packaging of his/her products. Only Shipping flyers will be provided by **Zmall**

7. **Zmall**’s preferred logistics partner will pick up the products from the seller and deliver to the buyer. **Seller** will pay for the delivery service.

8. **Seller** payments will take place by the 21<sup>st</sup> working day from the date of pickup of a particular order – **in case of any change in the payment cycle policy, the seller will be notified immediately**

9. Seller has to prepare and upload his/her brand logos as well as all product images, product descriptions and any other store details on Zmall in as much detail as possible so as to reduce the number of questions a customer asks.

✦ 80% of the space in a product picture should be occupied by the product to ensure the background or peripherals are not more prominent than the product itself and the image provides a realistic idea of the product being sold. Similarly, “Selfie” photos are NOT ALLOWED to ensure the buyer is able to see the entire product’s picture clearly.

✦ Seller agrees not to include personal information like Whatsapp, Facebook, Instagram, LINE ID etc in the description of its shopfront or products on Zmall.

✦ Seller also agrees to manage his/her own inventory and to ensure that the inventory numbers, categories and other sales related information is updated at all points in time.

10. Zmall Pvt. Ltd. ("Company") reserves the right to be able to approve, reject and request changes in images, product descriptions and any other store details uploaded by the Seller.

11. **Seller** will take returns for any products cancelled by buyers (before delivery and without opening the seal of the items) and also for any products that cannot be delivered to the buyers because of wrong address details, buyer not available etc. Since payment for these orders may have happened already, the payment for these will be adjusted and deducted from the next payment cycle. All other returns and refunds will be settled between the Seller and the Company on a case by case basis and as per the Company's Returns and Refunds Policy.

12. **Seller** will accept returns for all products which have been delivered to **Zmall** Customers in a used/damaged condition ✦ Fashion products: Customers can request to return used/damaged products within 14 days of date of delivery

✦ Non-Fashion products: Customers can request to return used/ physically damaged products or products with manufacturer defective within 7 days of date of delivery.

13. For all transactions that take place on Zmall App/Web, the Seller will have to pay Commission of 20% of the listing price for Zmall's Basic services.

For added services, the commission may vary. **In case of any change in the commission structure, the seller will be notified immediately**

14. The take rate/ Margin and commercial structure is agreed upon as described in point 7 and 13.

15. Seller acknowledges that the Company is in no way responsible for the manufacturing or production of any items sold on Zmall.

16. Either party, the Company or the Seller has the right to terminate this contract by furnishing a minimum notice of 30 days.

17. The Company also reserves the right to modify, add or remove any clauses in these Terms or Conditions without prior notice. Any modifications, additions or removals however will be immediately reflected on the Zmall Application and Website.

## **Terms and Conditions for Returns and Refunds (Sellers)**

“Return” is defined as the action of giving back an item purchased by the buyer to Zmall on the Zmall App/Website. The following situations may result in a return being requested:

1. Item was defective
2. Item was damaged during shipping
3. Wrong item sent by the seller (Please note that the product image as seen on the Zmall Mobile Application/Website may slightly differ from the actual Product that you receive)
4. Item not delivered
5. Wrong size/specifications
6. Buyer changed his/her mind after ordering the product

### **Conditions for Return:**

1. Returns must be initiated within 14 days of receipt of goods for Fashion items
2. For Non-Fashion items, returns must be initiated within 7 days of receipt of product
3. The product must be in its unused original condition, with original tags still on, and in the original packaging (to the extent possible)
4. The “Returns Form” as provided to you by the Customer Happiness Team, must be completely filled out and sent along with the item being returned

The following items cannot be returned under any circumstances:

1. Lingerie and Nightwear
2. Swimwear
3. Shapewear
4. Underwear
5. Socks
6. Earrings
7. Opened & used cosmetic items
8. Items found with traces of wear & tear
6. Electronics under warranty: In case the buyer receives the product in decent condition with no damage, but encounters problems with it after 7 days, please contact the brand of the electronic product directly
7. Nondamaged, nondefective electronics with broken seals / tampered bar codes

### **The Return Process:**

- a. Our Zmall Customer Happiness Team will first assess the return from our Customer.
- b. Zmall will then perform a Quality check on the item and call the seller, if necessary.
- c. Our Seller Care will inform seller through email should the item be eligible for return.
- d. Seller will receive the returned item within 7 working days from the date the product has been obtained from the Customer.
- e. The Seller must make items for Exchange ready within 24 hours of receipt of such requests from

Zmall’s Customer Support Team (unless such items are unavailable for shipping, in which case they must respond to the Customer Support Team’s query on the same within 24 hours).

Do not forget to take pictures of your shipped products. This is especially important if you are disputing against a damaged or defective product return. Keep the pictures in your records in case questions arise throughout the return process.

**Please note that the above stated policy does not hold for products shipped from across border. Returns and refund issues in those cases will be taken-up and resolved on a case by case basis.**