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www.thepridecircle.com

PAN: AAECI9693N | GSTIN: 27AAECI9693N1ZM

This E-Commerce Services Agreement (“**Agreement**”) is made on the day of your acceptance of this Agreement from your designated electronic mail address or in any other form of electronic record including, if applicable or provided, clicking on the check box or “I Agree” / “Accept” button or by any other means which construe your acceptance of this Agreement (“**Execution Date**”) by and between

You, the details of which are given by you on the website on which this Agreement appears and/or on email shared by you, a natural or juristic person competent to enter into valid and legally binding contract under applicable Indian laws inter alia, a person of legally sound mind, not adjudicated bankrupt and equal to or more than 18 years of age on the Execution Date. If you are a juristic person then the person accepting this Agreement represents that such person is duly authorized by you to bind you to this Agreement and the designated electronic mail address is valid and subsisting and allotted by You to such person (hereinafter referred to as “**Merchant**”, “**Vendor**”, “**You**” and **any grammatical variations of You**, which expression shall unless repugnant to the context and meaning thereof, include its heirs, legal representatives, successors, liquidators, receivers, administrators and permitted assigns), of One Part;

And

Inclusion First Consultancy Private Limited, a Company incorporated under the provisions of the Indian Companies Act, 2013, doing business as Pride Circle (hereinafter referred to as “**Pride Circle**”, “**Service Provider**”, “**we**” and “**us**” which expression shall unless repugnant to the context and meaning thereof, include its successors, liquidators and assigns), of Other Part.

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES THROUGH A PARTICULAR ACCOUNT OR ACCOUNTS AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT (“YOU”) AND INCLUSION FIRST CONSULTANCY PRIVATE LIMITED. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES FOR EACH SERVICE YOU REGISTER FOR OR USE IN CONNECTION WITH THE PRIDE CIRCLE SITE.

Whereas,

- A. Merchant is inter alia engaged in the business of developing and/or manufacturing and/or selling various goods and related services in the Territory (“**Business**”);
- B. Service Provider is inter alia in the business of developing and operating e-commerce platforms for independent third party retailers and manufacturers and providing for those entities/ persons Service Provider’s proprietary technology, website design and development capabilities, invoicing and payment management to enable those entities / persons to offer e-commerce to their customers and such services include Platform Services (as defined hereunder) and Transaction Support Services (as defined hereunder) (“**Service Provider Business**”);
- C. Merchant has approached Service Provider to avail Service Provider Business for the purpose of Merchant’s Business and Service Provider has agreed to make available Service Provider Business to Merchant;
- D. Service Provider has made and is in the process of making substantial investment both monetary, knowhow and otherwise to establish its trade name among consumers and distributors so as to create a retail image



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connoting a specific manner in which goods and services can be presented on and sold through the Platform;

- E. Both Service Provider and Merchant recognize that overall success of the Platform and trade names of the Service Provider and its Affiliates depends on the users of the Platform and public in general perceives Platform as a trusted online and electronic marketplace to buy and sell goods and services;
- F. The Parties wish to enter into this Agreement to document and record their mutual understandings and agreements in relation to the terms and conditions on which Service Provider shall make available Service Provider Business to Merchant and Merchant shall avail Service Provider Business;
- G. These recitals shall form part of the Agreement.

Capitalized terms have the meanings listed in the Definitions below.

1. Definitions

- 1.1. "Affiliate" means 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 Pride Circle, "Affiliate" means solely its Affiliates domiciled in India
- 1.2. "Admin Fees" means all administrative fees charged by Pride Circle on the Sales Proceeds, which shall be a fixed percentage for any and all transactions as shared by Pride Circle from time to time
- 1.3. "Business Days" means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Bangalore, India and Mumbai, India
- 1.4. "Confidential Information" means information relating to us, to the Services or Pride Circle customers that is not known to the general public including, but not limited to, any information identifying or unique to specific customers; reports, insights, and other information about the Services, data derived from the Services except for data (other than customer personal data) arising from the sale of your products comprising of products sold, prices, sales, volumes and time of the transaction; and technical or operational specifications relating to the Services. For the purposes of this Agreement, customer personal data constitutes Confidential Information at all times
- 1.5. "Content" means copyrightable works and other content protected under applicable Laws
- 1.6. "Excluded Products" means any products or other items set forth in the excluded products list for the Pride Circle Site or any other Pride Circle Program Policy that applies to your use of a Service, and any other products or other items that in Pride Circle's sole discretion are not supported for a Service
- 1.7. "Intellectual Property Rights" means 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 for violation, misappropriation or infringement of any of the foregoing
- 1.8. "Law(s)" means any law, ordinance, rule, regulation, order, licence, permit, judgment, decision or other requirement, now or hereafter in effect, of any governmental authority of competent jurisdiction
- 1.9. "Local Currency" means Indian Rupees (INR)
- 1.10. "Order Information" means, with respect to any of Your Products sold through the Pride Circle Site, the order information and shipping information that we provide or make available to you
- 1.11. "Person" means 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



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- 1.12. "Pride Circle Associated Properties" means any website or other online point of presence, other than the Pride Circle Site, through which any Pride Circle Site or products or services available thereon are syndicated, offered, merchandised, advertised or described
- 1.13. "Pride Circle Site" means www.thepridecircle.com, for the purposes of this Agreement.
- 1.14. "Program Policies" means all policies and program terms provided on the Pride Circle Website, if any
- 1.15. "Product Information" means, with respect to any of Your Products presented on the Pride Circle Site, the product information and shipping information that you provide or make available to Pride Circle.
- 1.16. Product Price is the total cost of the product only, as shared by you to Pride Circle and as displayed on Pride Circle's website, exclusive of all applicable taxes
- 1.17. "Purchase Price" means the total sum of the Product Price and the Shipping Price, exclusive of all applicable taxes
- 1.18. "Sales Proceeds" means the gross sales proceeds paid by customers in the course of any of the Transactions, including the Purchase Price, and any costs and/or all applicable taxes as added by Pride Circle, including Admin Fees and Transaction Fees
- 1.19. "Seller Central" means the online portal and tools made available by Pride Circle to you, for your use in managing your orders, inventory and presence on the Pride Circle Site
- 1.20. "Service" means each of the following services that Pride Circle makes available on or in connection with the Pride Circle Site: the Selling on Pride Circle Service and Pride Circle Advertising
- 1.21. "Service Terms" means the service terms specific to each Service set forth herein and made a part of this Agreement upon the date you elect to register for the applicable Service
- 1.22. "Shipping Price" includes all shipping and handling, gift wrap and other related charges as shared by you to Pride Circle and represented by you on the Seller Central, exclusive of all applicable taxes
- 1.23. "Taxes" means any and all value added, service, sales, use, excise, import, export, goods and services tax and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any sale of products on or through or in connection with the Services, or otherwise in connection with any action, inaction or omission of you or your Affiliates or your or their respective employees, agents, contractors or representatives
- 1.24. "Technology" means 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 formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology or other functional item
- 1.25. "Trademark" means any trademark, 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 Laws
- 1.26. "Your Account" means the particular account in our systems, in which information about Your Transactions is recorded, and which is one of the online portals and tools which Pride Circle may make available to you, for your use in managing your orders, inventory and presence on the Pride Circle Site
- 1.27. "Your Materials" means all Technology, Your Trademarks, Content, Required Product Information, data, materials, and other items provided or made available by you or your Affiliates to Pride Circle or its Affiliates
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- 1.28. "Your Product" means any product that is made available for listing for sale, offered for sale or sold by you through the Selling on Pride Circle Service in connection with Your Account, or made available for advertising by you through Pride Circle Advertising
 - 1.29. "Your Sales Channels" means all sales channels and other means through which you or any of your Affiliates offer or sell products, other than physical stores
 - 1.30. "Your Trademarks" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials
 - 1.31. "Your Transaction" means any sale of Your Product(s) through the Pride Circle Site

2. Enrolment

- 2.1. To begin the enrolment process, you must complete the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable Law. As part of the application, you must provide us with your (or your business') legal name, address, phone number, e-mail address, applicable tax registration details (GST/PAN) as well as any other information we may request. Any personal data you provide to us will be handled in accordance with [Pride Circle's Privacy Notice](#).

3. Service Fee Payments

- 3.1. You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the applicable Service Terms provide otherwise.
- 3.2. For the Pride Circle Site that you register for or use a Service in connection with, we may require you to submit valid credit card information from a credit card acceptable by Pride Circle (with respect to such Pride Circle Site, "Your Credit Card") as well as valid bank account information for a bank account in your name that is with a bank located within India and enabled for Your Account (which functionality may be modified or discontinued by us at any time without notice) (with respect to the Pride Circle Site, "Your Bank Account").
- 3.3. You will use only a name you are authorized to use in connection with the Service and will update such information as necessary to ensure that it at all times remains accurate and complete.
- 3.4. You authorize us to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations from the issuer of Your Credit Card, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise).
- 3.5. At Pride Circle's option, all payments to you will be made to Your Bank Account, via cheque or electronic transfers or other means as specified by us.
- 3.6. You agree that Pride Circle shall not be liable for any failure to make payments to you on account of incomplete or inaccurate information provided by you with respect to Your Bank Account.
- 3.7. You authorise Pride Circle to re-sell your products and services to the customers, whether directly or indirectly. On receiving an order from any customer, Pride Circle shall purchase the product from you and re-sell the product to the customer(s) who have placed the order, with the addition of the appropriate and applicable taxes and Admin Fees.



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- 3.8. Pride Circle shall deposit the amount for the products and services as displayed on the website, in accordance with the remittance schedule as under this Agreement.
 - 3.9. The amount you shall receive shall be the Purchase Price and any applicable taxes, in case you are liable to pay any. The Admin Fee and any other additional applicable taxes applied by Pride Circle, in the Sales Proceeds, to the products and services shall not be remitted or credited to you.
 - 3.10. In addition to charging payable sums to Your Credit Card, we may instead choose to either (a) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you, or (b) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt.
 - 3.11. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.
 - 3.12. If we discover erroneous or duplicate transactions, then we reserve the right to seek reimbursement from you by deducting from future payments owed to you, charging Your Account, or seeking such reimbursement from you by any other lawful means; provided that the foregoing will not limit your rights to pursue any good faith dispute with Pride Circle concerning whether any amounts are payable or due.
 - 3.13. If we reasonably conclude based on information available to us that your actions and/or performance in connection with the Agreement may result in a significant number of customer disputes, chargebacks or other claims in connection with the Pride Circle Site, then we may, in our sole discretion and subject to applicable Law, delay initiating any payments to be made or that are otherwise due to you under this Agreement for the shorter of: (a) a period of ninety (90) calendar days following the initial date of suspension; or (b) completion of any investigation(s) regarding your actions and/or performance in connection with the Agreement. You agree that we are entitled to the interest, if any, paid on balances maintained as deposits in our bank accounts.

4. Term and Termination

- 4.1. The term of this Agreement will start on the date of your completed registration for use of one or more of the Services and continue until terminated by us or you as provided below.
- 4.2. You may at any time terminate your use of any Service immediately on notice to us via Seller Central, email at contact@thepridecircle.com, or similar means.
- 4.3. We may terminate your use of any Services or terminate this Agreement for convenience with 30 days' advance notice.
- 4.4. We may suspend or terminate your use of any Services immediately if we determine that
 - 4.4.1. you have materially breached the Agreement and failed to cure within 7 days of a cure notice unless your breach exposes us to liability towards a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion;
 - 4.4.2. your account has been, or our controls identify that it may be used for deceptive or fraudulent or illegal activity; or
 - 4.4.3. your use of the Services has harmed or our controls identify that it might harm other sellers, customers, or Pride Circle's legitimate interest.
- 4.5. We will promptly notify you of any such termination or suspension via email or similar means including Seller Central, indicating the reason and any options to appeal, except where we have



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reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards.

- 4.6. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination, and all indemnification of these General Terms survive.

5. Licence

- 5.1. You grant us a royalty-free, non-exclusive, worldwide right and licence for the duration of your original and derivative intellectual property rights during the Term and for as long thereafter as you are permitted to grant the said licence under applicable Law to use any and all of Your Materials for the Services or other Pride Circle product or service, and to sublicense the foregoing rights to our Affiliates and operators of Pride Circle Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Materials (provided you are unable to do so using the standard functionality made available to you via the applicable Pride Circle Site or Services); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a licence from you or your Affiliates under applicable Law (e.g., fair use under copyright law, referential use under trademark law, or valid licence from a third party).

6. Representations

- 6.1. Each Party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the territory in which your business is registered and are a resident of India for income tax purposes every financial year; (b) it has all requisite right, power and authority to enter into this Agreement and perform its obligations and grant the rights, licences and authorizations it grants hereunder; (c) it will comply with all applicable Laws (including but not limited to procuring and maintaining applicable tax registrations) in its performance of its obligations and exercise of its rights under this Agreement; and (d) each party is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party.

7. Indemnification

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



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(each, a "Claim") arising from or related to: (a) your actual or alleged breach of any representations you have made; (b) any sales channels owned or operated by you, Your Products including the offer, sale, fulfilment, refund, cancellation, adjustments, or return thereof, Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death (to the extent the injury or death is not caused by Pride Circle) or property damage related thereto; or (c) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or (d) your non-compliance with applicable laws.

7.2. Pride Circle's indemnification obligations. Pride Circle will defend, indemnify, and hold harmless you and your officers, directors, employees and agents against any third-party Claim arising from or related to: (a) Pride Circle's non-compliance with applicable laws; or (b) allegations that the operation of an Pride Circle Site infringes or misappropriates that third party's intellectual property rights.

7.3. Process: If any indemnified Claim might adversely affect us, we may, to the extent permitted by applicable law, voluntarily intervene in the proceedings at our expense. No party may consent to the entry of any judgment or enter into any settlement of an indemnified Claim without the prior written consent of the other party, which may not be unreasonably withheld; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

8. Disclaimer

8.1. THE PRIDE CIRCLE SITE AND THE SERVICES, INCLUDING ALL CONTENT, 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 PRIDE CIRCLE SITE, THE SERVICES AND ANY ONLINE PORTAL OR TOOL PROVIDED BY PRIDE CIRCLE TO HELP YOU AVAIL THE SERVICES AT YOUR OWN RISK. EXCEPT AS SET FORTH IN SECTION 5 ABOVE, WE AND OUR AFFILIATES WAIVE AND DISCLAIM:

8.1.1. 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 NON-INFRINGEMENT;

8.1.2. IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND

8.1.3. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE.

8.2. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRIDE CIRCLE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ANY TRANSACTIONS. 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



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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, NON- INFRINGEMENT OR QUIET ENJOYMENT.

- 8.3. BECAUSE PRIDE CIRCLE IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH OF YOU RELEASE PRIDE CIRCLE (AND ITS AGENTS, AFFILIATES AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

9. Limitation of Liability

- 9.1. WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, DELICT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, ANY TYPE OF CIVIL RESPONSIBILITY OR OTHER THEORY) OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF PRIDE CIRCLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. FURTHER, EXCEPT IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX MONTH PERIOD PAID BY YOU TO PRIDE CIRCLE IN CONNECTION WITH THE PARTICULAR SERVICE AND THE PRIDE CIRCLE SITE GIVING RISE TO THE CLAIM.

10. Tax Matters

- 10.1. You will comply with any applicable tax laws and fulfill all obligations to the tax authorities in a timely and complete manner.
- 10.2. As between the parties, you will be responsible for the collection and payment of any and all of Your Taxes together with the filing of all relevant returns, such as service tax, VAT / CST, goods and services tax, cesses or other transaction taxes, and issuing valid invoices/ credit notes/ debit notes where required. Pride Circle shall be responsible for collecting, remitting or reporting any service tax, VAT / CST, goods and services tax or other taxes arising from the sales of your products and services for Pride Circle's compliance purposes only. You are solely responsible for preparing, making and filing any tax audit report and statutory reports and other filings and responding to any tax or financial audits.
- 10.3. Unless stated otherwise, you will pay any taxes that are imposed and payable on such amounts. If we are required by law or by administration thereof to collect any value added, service, sales, use,



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- goods and services tax or similar taxes from you, you will pay such taxes to us. You will provide all necessary information including goods and services tax registered address, registration numbers, invoice mismatch details in a timely manner, to enable us to provide, report or correct goods and services tax invoices. Based on information provided, Pride Circle will deduce the location of the recipient, the billing details, place of supply and applicable taxes.
- 10.4. If for any reason, any income tax or withholding tax or tax collection at source or such other taxes under applicable Law are determined to be deducted and deposited on any payments or remittances to you, Pride Circle will have the right to deduct and deposit any such applicable taxes with the appropriate regulatory authority. No claim in respect of the taxes deposited would be made by you against Pride Circle.
- 10.5. It is your responsibility as a seller on the Pride Circle Site to choose the most applicable product tax codes and assign a Harmonized System of Nomenclature / Service accounting Code applicable for your listing, such that the correct tax rate is applied on all listings offered for sale by you. If we determine that you are not in compliance with this section, then we may suspend the services provided to you on the Pride Circle Site.
- 10.6. For reporting transactions undertaken by you on the Pride Circle Site, you should consider the Merchant Tax Report (MTR) made available to you on Seller Central.
- 10.7. In case of any discrepancy in the reporting / returns filed by you and Pride Circle, you agree that you will resolve such discrepancy immediately and indemnify Pride Circle against any tax, interest and penalty payable in this regard.
11. Confidentiality and Personal Data
- 11.1. During the course of your use of the Services, you may receive Confidential Information. You agree that for the term of the Agreement and 8 years after termination:
- 11.1.1. all Confidential Information will remain Pride Circle's exclusive property except for customer personal data owned by the respective customer;
- 11.1.2. you will use Confidential Information only as is reasonably necessary for your participation in the Services and ensure that persons who have access to Confidential Information will be made aware of and will comply with the obligations in this provision; and
- 11.1.3. you will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party, including any Affiliates, except as required to comply with law;
- 11.1.4. you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement; and
- 11.1.5. you will retain Confidential Information only for so long as its use is necessary for participation in the Services or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations.
- 11.2. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity.
- 11.3. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks or logo in any way (including in promotional material) without our advance
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written permission, or misrepresent or embellish the relationship between us in any way. You may only use the Pride Circle Mark as defined in and according to the Trademark Usage Guidelines available in Seller Central; you may not use our name, trademarks, or logos in any way (including in promotional material) not covered by the Trademark Usage Guidelines without our advance written permission.

- 11.4. You may not use any customer personal data (including contact information) for any purpose other than fulfilling orders or providing customer service in connection with a Service. Generally, you may not use such data in any way inconsistent with applicable law. You must keep customer personal data confidential at all times (the above 8 years' term limit does not apply to customer personal data).

12. Force Majeure

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

13. Relationship of Parties

- 13.1. You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, association of persons, agency, franchise, sales representative, or employment relationship between the parties. Pride Circle 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 you and us.

14. Suggestions and Other Information

- 14.1. If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to the Pride Circle Site or Services (including any related Technology), you will, to the extent necessary and authorized by law, irrevocably grant to us, a royalty-free and worldwide license on all right, title, and interest in and to the suggestions for the duration of protection of the underlying rights. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

15. Modification



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- 15.1. We will provide at least 15 days' advance notice for changes to the Agreement.
- 15.2. However, we may change or modify the Agreement at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect your use of the Services); or (c) to restrict products or activities that we deem unsafe, inappropriate, or offensive. We will notify you about any change or modification in accordance with Section 17.
- 15.3. Your continued use of the Services after the effective date of any change to this Agreement in accordance with this Section 15 will constitute your acceptance of that change. If any change is unacceptable to you, you agree not to use the Services and to end the Agreement as described in Section 3.
16. Password Security
- 16.1. Any password we provide to you may be used only during the Term to access Your Account or Seller Central, respectively, (or other tools we provide) to use the Service, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use Your Account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.
17. Miscellaneous
- 17.1. This Agreement will be governed by the laws of India, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. The laws of India govern this Agreement and your use of the Services, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. Any dispute or claim of any nature relating in any way to your use of any Services covered under this Agreement will be adjudicated through arbitration, by a sole arbitrator to be appointed by Pride Circle.
- 17.2. The arbitral proceedings shall be conducted in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 or such statutory amendments thereof ("Arbitration Act"). The arbitration proceedings will be conducted in English and the venue of the arbitral proceedings shall be Delhi, India. Each party agrees that courts in Bangalore will have the sole and exclusive jurisdiction over all arbitral applications.
- 17.3. The fast track procedures under the Arbitration Act will apply to all proceedings as stipulated.
- 17.4. You may not transfer or assign all or any portion of this Agreement, by operation of law or otherwise, without our prior written consent.
- 17.5. Any attempt to assign or otherwise transfer in violation of this section is void provided, however, that upon notice to Pride Circle, you may assign or transfer this Agreement, in whole or in part, to any of your Affiliates as long as you remain liable for your obligations that arose prior to the effective date of the assignment or transfer under this Agreement.
- 17.6. You agree that we may assign or transfer our rights and obligations under this Agreement: (a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction; or (b) to any Affiliate or as part of a corporate reorganization; and effective
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- upon such assignment, the assignee is deemed substituted for Pride Circle as the party to this Agreement.
- 17.7. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates.
- 17.8. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.
18. Restrict Access
- 18.1. Pride Circle retains the right to immediately halt any transaction, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by the applicable Program Policies.
19. Language
- 19.1. The authentic language of this Agreement and subsidiary or associated documentation shall be English and any translations provided are for convenience only. In the event of any conflict or difference in interpretation between the English language version of this Agreement and subsidiary or associated documentation and any translation of them, the English language version and interpretation shall prevail.
20. Disclosure of Information
- 20.1. You agree that we may, in our sole discretion, disclose or make available any information provided or submitted by you or related to your participation under this Agreement (including information regarding Your Products or Your Transactions) to any judicial, quasi-judicial, governmental, regulatory or any other authority as may be required by us to co-operate and / or comply with any of their orders, instructions or directions or to fulfil any requirements under applicable Laws.

Pride Circle will provide notice to you under this Agreement by posting changes on Seller Central or on the applicable Pride Circle Services site to which the changes relate (such as the Marketplace Developer site accessible through your account), by sending you an email notification, or by similar means. You must send all notices and other communications relating to Pride Circle to our Selling Partner Support team via Seller Central, email, the Contact Us form, or similar means. We may also communicate with you in connection with your listings, sales, and the Services electronically and in other media, and you consent to such communications. For contractual purposes, you consent to receive such communications through any mode including SMS, e-mail, phone calls etc. If at any time, now or in the future, you decide to change your preferences, visit the Seller Central Notification Preferences page via **SELLER CENTRAL** and follow the steps.



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You may change your email addresses or phone numbers via Your Account. Please update these details (including your legal name and address) as often as necessary to ensure that they are accurate.

Please continue to use Seller Central as the primary means of managing your orders and seller account. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter described herein and supersedes any previous or contemporaneous oral or written agreements and understandings.



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ANNEXURE I

Selling on Pride Circle Service Terms

The Selling on Pride Circle Service ("Selling on Pride Circle") is a Service that allows you to list products for sale directly via the Pride Circle Site. Selling on Pride Circle is operated by Inclusion First Consultancy Private Limited. These Selling on Pride Circle Service Terms are part of the Pride Circle E-Commerce Services Agreement ("E-Commerce Agreement"), but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Pride Circle. BY REGISTERING FOR OR USING SELLING ON PRIDE CIRCLE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE E-COMMERCE AGREEMENT AND THESE SELLING ON PRIDE CIRCLE SERVICE TERMS. Unless defined in these Selling on Pride Circle Service Terms, all capitalized terms have the meanings given them in the E-Commerce Agreement.

Selling on Pride Circle Definition(s)

1. "Pride Circle Refund Policies" means the return and refund policies published on the Pride Circle Site
2. "Estimated Ship Date" means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product on the Pride Circle Site; or (b) if you do not specify shipping availability information in such inventory/product data feed or Your Product is in a product category that Pride Circle designates as requiring shipment within two (2) days (excluding Sundays and public holidays), (2) days (excluding Sundays and public holidays) after the date on which the relevant order is placed by the customer
3. "Required Product Information" means, with respect to each of Your Products in connection with the Pride Circle Site, the following (except to the extent expressly not required under the applicable Program Policies): (a) description; (b) SKU and EAN/UPC numbers and other identifying information as Pride Circle may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Pride Circle from time to time); (d) categorization within each Pride Circle product category and browse structure as prescribed by Pride Circle from time to time; (e) digitized image that accurately depicts only Your Product and does not include any additional logos, text or other markings (and that complies with any Pride Circle published image guidelines); (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality therefor); (h) any text, disclaimers, warnings, notices, labels or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising or sale of Your Product; (i) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU and EAN/UPC numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalogue; and (p) any other information reasonably requested by us (e.g., the condition of used or refurbished products, Harmonized System of Nomenclature / Service Accounting Code)
4. "Seller-Fulfilled Products" means any of Your Products that are fulfilled by You.
5. "Selling on Pride Circle Launch Date" means the date on which we first list one of Your Products for sale on the Pride Circle Site.



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6. "Shipment Information" means, with respect to any of Your Products, the estimated or promised shipment and/or delivery date.
7. "Street Date" means the date(s), if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.
8. "URL Marks" means any Trademark, or any other logo, name, phrase, identifier or character string, that contains or incorporates any top level domain (e.g., .com, co.in, co.uk, .in, .de, .es, .edu, .fr, .jp) or any variation thereof (e.g., dot com, dotcom, net, or com).
9. "Your Transaction" is defined in the E-Commerce Agreement; however, as used in these Service Terms, it shall mean any and all such transactions through Selling on Pride Circle only.

S-1. Your Product Listings and Orders

S-1.1 Products and Product Information. You will, in accordance with applicable Policies, provide accurate and complete Required Product Information for each product that you make available to be listed for sale through the Pride Circle Site and promptly update such information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same on the Pride Circle Site comply with all applicable Laws (including all marking and labeling requirements) and do not contain any sexually explicit, defamatory or obscene materials or any unlawful materials. You may not provide any information for, or otherwise seek to list for sale on the Pride Circle Site, any Excluded Products; or provide any URL Marks for use, or request that any URL Marks be used, on the Pride Circle Site. For each item you list on the Pride Circle Site, you will provide to us the state or country from which the item ships.

S-1.2 Product Listing; Merchandising; Order Processing. You will list Your Products for sale on the Pride Circle Site in the applicable product categories which are supported for third party sellers generally on the Pride Circle Site on the applicable Selling on Pride Circle Launch Date, and conduct merchandising and promote Your Products in accordance with the E-Commerce Agreement (including via the Pride Circle Associated Properties or any other functions, features, advertising, or programs on or in connection with the Pride Circle Site). Pride Circle reserves its right to restrict at any time in its sole discretion the access to list in any or all categories on the Pride Circle Site. We may use mechanisms that rate, or allow shoppers to rate, Your Products and/or your performance as a seller on the Pride Circle Site and Pride Circle may make these ratings and feedback publicly available. You will receive automated Order Information to you for each of Your Transactions. Sales Proceeds will be paid to you only in accordance with Section S-4.

S-1.3 Shipping and Handling Charges. For all Your Products, you will determine shipping and handling charge subject to any shipping and handling policies for the Pride Circle Site, if any. Any such amounts, paid by the customer towards shipping and handling charges, shall be your proceeds, subject to deduction of applicable charges as may be determined by us and you are solely responsible for reporting and remitting any applicable taxes on the shipping and handling charges. Pride Circle shall not Fulfill Products, Pride Circle will not determine what the shipping fees will be and will display and collect them accordingly in accordance with the Pride Circle Service Terms.



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S-1.4 Credit Card Fraud. You will bear the risk of credit card fraud (i.e. a fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions, and you will also bear all other risk of fraud or loss. We will not bear the risk of credit card fraud in connection with any Product fulfilled by You, that is not fulfilled strictly in accordance with the Order Information and Shipment Information.

S-2. Sale and Fulfilment, Refunds and Returns

S-2.1 Sale and Fulfilment. Other than as described in the Fulfilment by Pride Circle Service Terms (if applicable to you), or as provided in any applicable Service Terms or Program Policies, for the Pride Circle Site for which you decide to register or use the Selling on Pride Circle Service, you will: (a) source, sell, fulfil, ship and deliver Your Products, in accordance with the terms of the applicable Order Information, these Service Terms and the Agreement, and all terms provided by you and displayed on the Pride Circle Site at the time of the order and be solely responsible for and bear all risk for such activities; (b) package each of Your Products in a commercially reasonable manner, ensure all packaging is non-branded, unless such branding is the custom branding of your organisation only, ensure packaging is tamper proof and injury proof towards product, and ship each of Your Products within 5 days from date of receiving order; (c) retrieve Order Information at least once each Business Day; (d) not cancel any of Your Transactions except as may be permitted pursuant to your terms and conditions appearing on the Pride Circle Site at the time of the applicable order (which terms and conditions will be in accordance with this Agreement) or as may be required under this Agreement, and if cancelling any order, inform Pride Circle in writing immediately and not invoice Pride Circle for such cancelled order; (e) ship Your Products throughout India (except to the extent prohibited by applicable Law or this Agreement); (f) provide to Pride Circle information regarding shipment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available, and also update the shipment and order status on the Seller Central as required; (g) notwithstanding any other provision of these Service Terms, ensure that you are the vendor of all products made available for listing for sale hereunder; (h) NOT include an invoice slip within each shipment of Your Products as Pride Circle is the intermediary seller and will share the invoice with the customers online; (i) identify yourself as the vendor of the product on all packing slips or other information included with Your Products and as the Person to which a customer may return the applicable product; and (j) not send customers emails confirming orders or shipments of Your Products (except that to the extent we have not yet enabled functionality for Your Account that allows payment to be processed on the basis of when shipment occurs, then you will send customers emails confirming shipment of Your Products in a format and manner reasonably acceptable to us).

S-2.2 Returns and Refunds. For all of Your Products Fulfilled by You, you will accept and process returns, refunds and adjustments in accordance with these Service Terms and the Pride Circle Refund Policies published at the time of the applicable order, and we may inform customers that these policies apply to Your Products. You will inform Pride Circle if any order is cancelled or returned, whether initiated by you or the customer, within 1 working day. Pride Circle shall complete all refunds, whether related to a return or cancellation, to the customer and Pride Circle shall adjust such amount in your current or immediate following remittance. You shall bear all responsibility and costs for any reverse shipping charges and logistics in case of a Product Return. We will provide any such payments to the customer (which may be in the same payment form originally used to purchase Your Product), and you will reimburse us for all amounts so paid. For all of Your Products that are. You will promptly provide reverse shipping and adjustments that you are obligated to provide under the applicable Pride Circle Refund Policies and as required by Law, and in no case later than 15 (fifteen) calendar days following after the obligation arises. For the purposes of making payments to the customer (which may be in the same payment form originally used to purchase Your Product), you authorize us to hold payments or disbursements from your bi-monthly payments (as defined in Section



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S-4). Pride Circle shall hold payments or disbursements for a maximum of 10 (ten) days from the date of transaction, to allow for refunds directly to the customer from Pride Circle ("Pride Circle Fulfilled Refund"). All customers can only cancel the order till the order is processed and updated as "In Processing" by you. You can cancel the products only till before the Order is shipped by you, and you shall inform Pride Circle of such cancellation in writing immediately. Any Admin Fees and applicable taxes for Orders cancelled by you shall be adjusted against the immediate following remittance payable to you.

S-3. Problems with Your Products

S-3.1 Delivery Errors and Nonconformities; Recalls. You are responsible for: any non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of Your Products. You are also responsible for any non-conformity or defect in, or any public or private recall of, any of Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products.

S-4. Sales Proceeds & Refunds.

S-4.1. Remittances: Remittances to you for Your Transactions (including COD transactions) will be made to Your Bank Account. You hereby agree and authorize us to collect payments on your behalf from customers for any sales made through the COD mechanism. You authorize and permit us to collect and disclose any information (which may include personal or sensitive information such as Your Bank Account information) made available to us in connection with this Agreement to a bank, auditor, processing agency, or third party contracted by us in connection with this Agreement. The amount remitted to you by Pride Circle shall only be the Purchase Price and not the total Sales Proceeds.

Pride Circle shall remit the amounts for Your Transactions on the Payment Date(s) for each month, while holding the amounts for Pride Circle Fulfilled Refund. Therefore:

- All amounts from transactions taking place from the 9th day to the 24th day of a calendar month shall be remitted on the 1st day of the following calendar month.
- All amounts from the 25th day of a calendar month to the 8th day of the next calendar month shall be remitted on the 16th of the calendar month.

You shall invoice Pride Circle on the 9th and 30th day of each month for all orders as per the remittance cycle.

Subject to and without limiting any of the rights described in Section 2 of the General Terms, we may hold back a portion or your Sale Proceeds as a separate reserve ("Reserve"). The Reserve will be in an amount as determined by us and the Reserve will be used only for the purpose of settling the future claims of customers in the event of non-fulfilment of delivery to the customers of your Products keeping in mind the period for refunds and chargebacks. Additionally, if no Reserve is determined by us, then Pride Circle is authorised to adjust any amounts of claims by customers in the immediate following remittance.

S-4.2. Except as otherwise stated in this Agreement (including without limitation Section 2 of the General Terms), you authorize us and we will remit the Settlement Amount to Your Bank Account on the 1st Date and 16th Date of



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every month ("Payment Date(s)") in respect of an Eligible Transaction. When you either initially provide or later change Your Bank Account information, the Payment Date will be deferred for a period of up to 14 calendar days. You will not have the ability to initiate or cause payments to be made to you.

You agree that only Pride Circle shall release invoices to customers and you shall not invoice any customer or send any invoice slips to customers in delivery of products or services. If you have to share an invoice with the customers, it shall only be the invoice of the total Sales Proceeds, as Pride Circle will make available on the Seller Central.

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

"Designated Day" means the 1st Day and the 16th Day of every month, in Pride Circle's sole discretion, for making remittances to you.

"Payment Date" means the 1st Day and the 16th Day of every month, in Pride Circle's sole discretion, for making remittances to you of the Eligible Transaction.

"Settlement Amount" means Purchase Price (which you will accept as payment in full for the sale and shipping and handling of Your Products), less: (a) taxes required to be charged by us on our fees; (b) any refunds due to customers in connection with the Pride Circle Site; (c) Reserves, as may be applicable, as per this Agreement; (d) any other applicable fee prescribed under the Program Policies, if applicable; (e) tax collected at source under applicable Law; and (f) any applicable Admin Fees.

S-4.3. In the event that we elect not to recover from you a customer's chargeback, failed payment, or other payment reversal (a "Payment Failure"), you irrevocably assign to us all your rights, title and interest in and associated with that Payment Failure.

S-5. Pride Circle's Marketplace, Websites and Services

Pride Circle has the right to determine, the design, content, functionality, availability and appropriateness of its marketplace, websites, selection and any product or listing on the Pride Circle Site or the Pride Circle Associated Properties, and all aspects of each Service, including your use of the same. Pride Circle may assign any of these rights or delegate any of its responsibilities.

S-6. Tax Matters

In addition to the General Terms, you agree that, the price stated by you for Your Products **is inclusive** of all taxes including VAT/CST/GST, customs duty, excise duty or other tax or levy that may be required to be remitted in connection with such sale, unless otherwise provided in any Program Policy or otherwise agreed by Pride Circle in advance in writing. The price stated by you for Your Products is inclusive of all applicable taxes within India as applicable to you, but exclusive of any transaction charges, admin charges and applicable taxes as charged and applied by Pride Circle.



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All payments by Pride Circle to you shall be made subject to applicable withholding taxes under applicable Governing Laws. Pride Circle will retain, in addition to its net fees together with any applicable taxes that Pride Circle determines, as it is obligated to charge or collect on the fees, an amount equal to applicable withholding taxes.

If you are required to deposit withholding tax in the form and manner as prescribed under applicable Governing laws, you will issue an appropriate tax withholding certificate for such amount to Pride Circle.