Please read carefully and comply with all the terms of this Agreement before accepting it. **You must read carefully and thoroughly understand all the terms,**especially those **in bold and underlined**, **including terms that waive or limit Lazada's liability, impose restrictions on users’ rights, and those concerning liability for a breach of this Agreement, dispute resolution and governing laws.** Should you have any questions about the terms of this Agreement, please send your query to Lazada Partner Support. **IF YOU DISAGREE WITH ANY PART OF THIS AGREEMENT OR ARE UNABLE TO COMPLETELY AND ACCURATELY UNDERSTAND LAZADA’S INTERPRETATIONS OF CERTAIN TERMS, PLEASE DO NOT PROCEED FURTHER. OTHERWISE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE FOLLOWING TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY THIS AGREEMENT.**As such, you shall not claim that this Agreement is void or demand its dissolution on the grounds that you did not read the contents of this Agreement or did not receive Lazada’s reply to your query.

**LAZADA IM SHOP ASSISTANCE (“LISA”) PRODUCTS AND SERVICES AGREEMENT**

Last updated on: [*16 Sep 2020*]

Effective date: [*16 Sep 2020*]

[Lazada Singapore Pte. Ltd.] (“**Lazada**”) provides technology development and operation management services for LISA. This Agreement is entered into between you and Lazada. Once you accept this Agreement by clicking on the Confirm button on the webpage or by other means - for example, using a LISA product without clicking Confirm - you are deemed to have accepted the following terms and conditions. **This Agreement shall come into effect when you confirm your acceptance of it or use a LISA product or service (whichever occurs first).**You shall not use LISA if you do not agree to all the terms and conditions.

**The contents of this Agreement include the main body of this Agreement as well as various LISA-related rules (including business rules and service instructions, as set out below), notices and announcements (hereinafter collectively the “Rules”) that Lazada has already published or may publish in the future, with notification of the relevant parties via appropriate means. Lazada has the right to formulate and amend this Agreement and/or the Rules as needed on an ad hoc basis as required, without prior notice to You. All relevant information will be disclosed on the date of publication or notification. Unless otherwise prescribed by laws or regulations, the amended Agreement and Rules shall automatically come into effect and become part of this Agreement once they are published or notified to the relevant parties. If you continue to use LISA after an amendment is made by Lazada to this Agreement and/or the Rules, you are deemed to have accepted the amended terms.**

For the purposes of this Agreement, users of the Lazada platform who use LISA, whether as a buyer or a seller, are referred to as “**User(s)**” or “**You**”.

**1.              Definitions**

1.1.          **LISA**: A customer service robot for Sellers on the Lazada Platform. A detailed description ([*click here*](https://sellercenter.lazada.sg/seller/helpcenter/introduction-to-lazada-shop-assistant-lisa-11638.html?spm=a2a11.helpcenter-psc-topic.articles-list.5.5b327317p818gq)) of LISA can be found on Lazada University or Help Center. LISA’s existing features may change (for example through the addition of new features and / or modification of existing ones) as a result of updates or changes to Lazada’s business, and may be temporarily unavailable due to regular or ad hoc maintenance operations. Lazada has the right to make changes to the software’s name, functionalities, data, or any other feature as it deems appropriate.

1.2.          **Affiliates**: means, with respect to Lazada, any other person who, directly or indirectly, controls, is controlled by, or is under common control with Lazada.

1.3.          **Lazada Platform**: Includes the websites: [www.lazada.com.sg] the mobile application or any other internet domain property of Lazada.

1.4.          **Personal Data**: refers to any information about an individual, whether recorded in a material form or not and whether true or not, who can be identified from that data, or from that data and other data to which we have or are likely to have access.

**Unless otherwise defined in this Agreement, all capitalised terms shall have the same meaning ascribed to them under the Terms of Service (Seller) (“Lazada Terms of Service”)**

**2.              Use of LISA**

2.1.          Users may access and use LISA only through the official login channel designated by Lazada, and by using the username and password combination which they are lawfully authorised to use. Unless expressly stated under applicable law, Lazada shall not be held liable for any risks or consequences arising from Users login or use of LISA or use of LISA by any other means.

**3.              Subscription**

3.1.          Lazada may require Sellers to subscribe to LISA. Where a subscription is required, Sellers that meet the subscription requirements may subscribe to and use LISA. Detailed subscription requirements and information about the subscription process can be found on ([*click here*](https://fuwu.taobao.com/ser/detail.htm?service_code=A-DXM)).

3.2.          After You have completed your subscription in accordance with the subscription process and comply with our instructions, we will match your Seller account with your shop on the Lazada Platform, and enable your access to LISA. The access and use of LISA shall also be deemed as Additional Services being provided to Lazada to you in accordance with the Lazada Terms of Service.

3.3.          Lazada grants users limited, non-exclusive, non-redistributable and non-transferable software services that are valid within specified time limits and can be terminated when deemed appropriate by Lazada.

**4.              Service restrictions**

**4.1.          If access to a Seller account for which LISA services have been activated is restricted by Lazada, the use of LISA will also be restricted. Further, the LISA service period will not be suspended or terminated during the period such restrictions are in place. The LISA service period will not be extended as a result of such restrictions. A User may continue to use LISA until the expiry of the service period, after the login restrictions are lifted**

**4.2.          If a Seller account, or a shop within a Seller account, is terminated by Lazada, the use of LISA will be terminated accordingly.**

**4.3.          Where the use of LISA is suspended or terminated due to the aforementioned circumstances, the User agrees that Lazada shall not be liable for any losses incurred, either directly or indirectly, by the User due to the suspension or termination of the use of LISA.**

**4.4.          If a User is unable to access the LISA software services (regardless of the reason), s/he will automatically lose access to other services which rely on or are used in conjunction with LISA. Lazada reminds the Users that they must make sure that they have access to the LISA software services and that the service period has not expired, so as to ensure that they can access and use other LISA-related services that they have subscribed to.**

**5.              Service charges and payment thereof**

5.1.          Information concerning service charges is specified on the LISA order page. You can select and order other paid-for feature versions of LISA and purchase additional data and/or service agent packages only after You subscribe to the free version of LISA. The aforementioned product service charges do not include any other costs or expenses such as remittances. Users shall make up any shortfall or pay such costs themselves.

5.2.          Lazada shall not be deemed to have waived the right to levy charges despite the provision of any free services in connection with LISA. Lazada reserves the right to impose and collect relevant charges from Users provided advance notice is given.

5.3.          Lazada has the right to adjust the charges and payment collection methods based on actual circumstances, and disclose the relevant information on the Lazada Platform without obtaining the Users’ prior consent and at its sole discretion. However, such adjustments will not apply to Users who have subscribed to LISA and paid service charges in full before the adjustments come into effect.

5.4.          Any and all charges (including paid or chargeable features, or the paid version of LISA) referred to under this Agreement shall be deemed as an “Additional Services Fee” pursuant to the Lazada Terms of Service, and shall be payable by you in accordance with the payment procedures or policies set out therein). In the event of any Sales Proceeds having insufficient funds to pay such Additional Services Fees relating to LISA, Lazada may (i) cease the provision of all paid features of LISA to you; and/or (ii) issue you an invoice for payment, and you shall pay such invoiced amounts to Lazada within (ten) 10 Working Days from the date of invoice.

5.5.          Where a User does not use LISA after subscription and this Agreement is terminated earlier due to reasons that are not attributable to Lazada, or other events occur that do not meet the conditions for refund as specified in this Agreement, the relevant subscription costs pre-paid by the User will not be refunded. Depending on the actual situation, Lazada has the right to either issue a refund to the User or extend the service period by the same length of time as that during which LISA service was unavailable, if any of the following circumstances occurs:

5.5.1.  Lazada stops providing LISA services to the User without proper justification after the User subscribes to the services, and the User does not breach this agreement;

5.5.2.  LISA is out of service for at least 48 hours, and force majeure is not the cause;

5.5.3.  Any other circumstances as prescribed by Lazada to protect the Users’ interests have occurred.

5.5.4.  Refunds shall be limited to the portion of services unused; Lazada has the right to collect charges for the period during which the services are readily available. Refunds shall be paid in local currency without accruing any interest.

**6.              Rules for the use of LISA by the User**

6.1.          Users shall use LISA services in compliance with all applicable rules. Losses resulting from the User’s improper operation of LISA shall be borne by the Users themselves. Examples of improper operation include failure to use the software following the instructions, failure to carry out an operation in time, password leakage, circumvention of security procedures, and the use of malicious computer programs.

6.2.          Users shall undertake to use LISA in compliance with national laws and regulations as well as Lazada’s rules. **Below is a list of examples of harmful activities that Users are prohibited from engaging in:**

6.2.1.  Selling, re-selling, replicating or commercially exploiting the license or access granted by Lazada;

6.2.2.  Selling, renting, lending or providing via other means the accounts, for which LISA services have been activated, to a third party, unless prior written consent has been obtained from Lazada;

6.2.3.  Imitating Lazada’s products and/or services for commercial purposes, or copying and imitating Lazada’s design concepts, interfaces, features or graphics;

6.2.4.  Modifying LISA or its content, or creating derivative products and/or services based on LISA without Lazada’s authorisation;

6.2.5.  Disclosing, transferring, selling, licensing or providing via any other means, data obtained via LISA to a third party without Lazada's permission;

6.2.6.  Adopting measures or means to circumvent the security measures or strategies set by Lazada for LISA, such as recording by using a tool developed by a third party or the User himself/herself, crawling, or obtaining via other methods that violate the laws or regulations data stored in LISA;

6.2.7.  Transmitting illegal or information or information that adversely affects public order and morals, transmitting or storing harmful computer codes, files, scripts or programs that contain viruses, worms, Trojans, etc. Users may only use the software within the scope of authorisation;

6.2.8.  Using LISA to publish, transmit, spread or store information that is banned by national laws or regulations such as:

a.       Information that harms national security, causes leakage of state secrets, subverts state power, or undermines national unity;

b.       Information that incites ethnic or religious hatred or discrimination, and undermines ethnic unity;

c.       Information that runs counter to national religious policies, and advocates propagandising cults and feudal superstition;

d.       Information that spreads rumours and causes social disorder and instability;

e.       Information that fosters obscenity, pornography, gambling, violence, homicide or terror acts, or instigates crimes;

f.        Information that constitutes an insult or slander against other people, and infringes on their legal rights;

g.       Information with content that is fraudulent, harmful, intimidating, invasive of privacy, harassing, invasive, slanderous, vulgar, obscene, or otherwise morally offensive;

h.       Other information restricted or banned by law, regulations, rules, provisions and legally binding standards.

i.         Releasing, transmitting or disseminating information that infringes on any third party’s patents, trademarks, copyrights, trade secrets or other legal rights;

j.         Releasing, transmitting or disseminating false, misleading or inaccurate information;

k.       Engaging in illegal activities such as fraud and misappropriation of other people's accounts or funds, etc.;

l.         Using LISA through any other illegal means, for any other illegal purposes, or in a way other than those specified in this Agreement.

6.3.          Users shall undertake to comply with all applicable Data Privacy laws and regulations, and shall not use or attempt to use data provided by LISA to track, collect, process or store Personal Data.

6.4.          Users further agree not to copy, translate, modify, adapt, enhance, decompile, disassemble, reverse-engineer, dismantle, sell, sublease or use for any commercial purposes LISA and/or any part of it (such as software, page identifier, brands served, information and data). Users agree to ensure that their employees, agents, consultants or advisers who need to use LISA comply with the aforementioned obligations; and Users shall be responsible to Lazada for their violations of the preceding provisions as if Users violate these provisions themselves.

6.5.          Data related to a User's shop(s) on the Lazada Platform can be obtained via LISA. You shall not subscribe to the software using another Seller's account. Otherwise, You will be held liable for the unauthorised access to data of his/her shop(s) and liable for any losses arising therefrom.

6.6.          Users shall pay the Additional Service Fees (if any) to Lazada in full and in a timely manner. Otherwise, Lazada reserves the right to terminate the User’s right to use LISA at any time, without assuming responsibility for any possible losses resulting from the termination of Agreement.

6.7.          Lazada kindly reminds Users: Before using LISA, You shall acquire a thorough understanding of LISA’s various functionalities, carefully read the operating instructions and/or user manual and information about the service validity period of LISA, and use it in strict compliance with the operating instructions and/or user manual. Users shall assume full liability for any legal consequences resulting from the activities that they carry out via LISA. Where a User's use of LISA leads to any liability being assumed by Lazada and/or its affiliates or any third party, the User shall fully indemnify Lazada and/or its affiliates or the third party for all expenses and losses incurred, including reasonable attorney fees.

6.8.          You authorise Lazada to process, handle and analyze the product information, service requirements and standards, historical customer service conversations and transaction records of your shop(s) (including products, likewise below) stored on the Lazada Platform as well as other information generated before, during and after sales that is needed for us to provide LISA services, and to display such information and results of information processing, handling and analysis at LISA so that we can offer services to You and other LISA users. Unless otherwise agreed between the two parties, the aforementioned information obtained by Lazada for the purpose of providing You and/or other users with LISA services shall be free, valid long-term, and irrevocable, and shall not be suspended, terminated or invalidated upon the suspension, termination or invalidation of this Agreement.

6.9.          LISA can automatically process or help your store service staff process customer queries. Please pay attention to reminders and instructions when using LISA and configuring the relevant features, and conduct pre-service tests to avoid making errors when using LISA's automatic or semi-automatic services.

6.10.       For us to provide LISA services to You and continuously optimize and improve its service capacity, You authorise LISA to collect, store, analyze and process queries submitted and information provided, directly or indirectly, via LISA by your shop’s customers for the aforementioned purposes.

6.11.       LISA will provide You with the functionality to make online retrievals of information related to customer service conversations generated during the LISA service period. If You are using the free version of LISA or partial functionalities, such conversation information will be retained and made available for retrieval for three months after its generation. If You are using the paid-for version of LISA or have activated the relevant features, such conversation information will be retained and made available for retrieval for one year after the expiry date of the paid-for version/features. Please pay attention to the deadlines for conversation information retrieval.

6.12.       Users agree to accept various information services provided by Lazada and/or its affiliates when using LISA.

**7.              Lazada's rights and obligations**

7.1.          Lazada has the right to copy and store user information on its servers, and to contact Users to defend their interests, unless prohibited by the law.

7.2.          Lazada will establish a set of reasonable security systems, including an identification system and an internal security protection system, within its network system to ensure the completeness and confidentiality of user data. However, Users understand and agree that, given the continuous advances in technological means, Lazada cannot completely eliminate all unsafe factors, but it will upgrade its security systems in a timely manner and ensure proper maintenance of its network and related data.

**8.              Terms concerning third-party software/services**

**8.1.          Users understand and acknowledge that LISA might contain services and/or software provided by third parties within and outside Singapore, and that Lazada offers the related function modules for the sole purpose of providing convenience for users. Where a User needs to use such services and/or software, s/he shall enter into a separate service and/or software agreement with the third-party service and/or software provider, pay the relevant costs and bear possible risks. Lazada does not issue invoices for third-party service charges and/or sales, and does not provide any forms of assurance or guarantee for services and/or software provided by third parties, and nor will it assume any liability.**

**8.2.          Users understand that third parties need to exchange user information with Lazada so as to provide better services to Users; where a User concurrently uses both LISA and third-party services, s/he is deemed to have authorized Lazada to, in compliance with the relevant agreements and**[**relevant legal statements and privacy policy (click here)**](https://www.lazada.com.ph/privacy-policy/)**of the Lazada Platform, process and transmit information related to his/her use of LISA to the third party and obtain from the third party information provided or generated when You register for or use third-party services, so that the third party can provide services to You. If the User does not want to share the relevant information with the third party, s/he may stop using such services, and Lazada will stop transmitting user information to the third party.**

**8.3.          Users understand and agree, while using services provided by third parties, their compliance with the agreements between them and the third parties is one of the criteria for determining whether they have performed this Agreement in good faith. Where a third party confirms that a User is found in violation of the agreement between them on the use of such services, Lazada has the right to suspend or terminate LISA services or take other restrictive measures on the basis of the third party's findings without assuming any liability.**

**9.              Intellectual property rights (IPRs)**

**9.1.          LISA products (including data, images, files and interface designs) and all ownerships and IPRs associated with LISA (including but not limited to copyrights, trademark rights, patent rights and trade secrets) belong to Lazada. The aforementioned products include LISA-related documents and materials. Without the permission of Lazada and/or its affiliates, no one is allowed to use programs or devices, including bots, spiders and crawlers, to monitor, copy, disseminate, display, mirror, upload, download or use any content of LISA. Lazada also reserves other rights that are not mentioned in this Agreement.**

**9.2.          For the purpose of offering services, IPRs associated with data, files, images, and information supplied by Users to Lazada belong to Users, and Users grant Lazada non-exclusive rights to use such data, files, images and information for free during the validity period of this Agreement. IPRs concerning data, files, images, and information analyzed, processed and exported by LISA when LISA is being used by Users belong to Lazada. Lazada grants Users non-exclusive rights to use such data, files, images, and information free-of-charge during the validity period of this Agreement for the purpose of serving members of the Lazada Platform.**

**9.3.          Users shall not enforce, utilise or transfer the aforementioned IPRs, or allow a third party to do so for any profitable or non-profit purposes without Lazada's prior written consent.**

**9.4.          Where the aforementioned information involves proprietary or confidential information of another party or its affiliates, such information shall be regarded as confidential information, and Users, Lazada and their respective affiliates or stakeholders (if any) shall perform confidentiality obligations with respect to such information and protect such confidential information to an extent equivalent to that of protection afforded for similar confidential information of their own. Unless otherwise agreed, Users, Lazada and their respective affiliates or stakeholders (if any) shall not disclose related confidential information to any third party, without the other party’s prior written consent. This Article shall not cease to be effective upon expiration or early termination of this Agreement.**

**9.5.          LISA, and other logos, symbols, and names of products and services contained in the software are trademarks owned by Lazada and/or its Affiliates. If You need to use them for marketing or presentation purposes, You must obtain Lazada’s and/or its affiliates’ authorisation in writing and in advance.**

**10.            Identification and handling of regulatory violations**

**10.1.       Users shall use LISA in compliance with this Agreement and within the scope of authorisation granted by Lazada. Based on the characteristics of internet data services, Lazada will combine data analysis and manual crawling to search, analyze and assess Lazada users’ behaviours. To identify a suspected User regulatory violation, Lazada only needs to prove that the behaviour of the User is clearly irregular compared with that of ordinary users, and that a correlation can be established between the irregularity and regulatory violations. The User is obliged to supply evidence to justify his/her behaviour within the prescribed time limit. If Lazada believes that the behaviour is not properly justified or the evidence is inadequate, it may determine that the User’s behaviour constitutes a regulatory violation, and impose penalties on the User based on this Agreement.**

**10.2.       Lazada uses a big data analysis system to examine Users’ usage behaviours within a certain cycle. If an irregularity is discovered during this process or preliminary evidence obtained through manual crawling indicates that a User's behaviour is clearly irregular, Lazada may conclude that the User may be suspected of regulatory violations. Lazada will independently determine the temporary measures to be taken, including warnings, temporary suspension of the use of LISA services and temporary suspension of the right to use LISA, based on the facts (the nature and severity of the suspected regulatory violation, likewise below) independently established by it.**

**10.3.       Lazada's big data analysis system involves Lazada's core trade secrets; Lazada does not need to disclose the exact criteria for identifying regulatory violations to Users. Where a suspected regulatory violation is manually identified, Lazada may decide whether or not to disclose the exact identification criteria at its own discretion, depending on whether any trade secret, etc. is involved.**

**10.4.       Users are obliged to prove the reasonableness and legitimacy of his/her irregular behaviour, and submit an appeal using the method specified by Lazada within five days after the issuance of the notice of suspected regulatory violation. Lazada will form a conclusion based on the appeal filed and other relevant materials: If the appeal is successful, the alleged regulatory violation will be dismissed, and Lazada will lift the temporary measures; if the appeal is unsuccessful or an appeal is not filed within the specified time limit, Lazada will determine that it constitutes a regulatory violation. The User will be disqualified from using LISA, this Agreement will be terminated, and the charges already collected will not be refunded.**

**10.5.       You understand and agree that Lazada has the right to decide, based on the knowledge of general or non-professional staff, whether or not your use of LISA involves any regulatory violation, and that You accept the findings and evidence (including electronic evidence technically collected by Lazada and/or its affiliates) of regulatory investigations conducted by Lazada. Lazada's handling of your case in accordance with this Agreement and the relevant rules does not subsequently exempt You from bearing legal liability.**

**10.6.       Where, as a result of your violation of the relevant laws, regulations, this Agreement or relevant rules, Lazada and/or its affiliates sustain any losses, or are subject to claims for compensation filed by other Users or any third party or to penalties imposed by administration authorities, You shall fully compensate Lazada and/or its affiliates, other Users or third party for the actual losses, including attorney’s fees reasonably incurred.**

**10.7.       Nothing in this Agreement shall preclude Lazada from taking actions against the User, including termination of the User’s account, upon suspicion of any fraudulent behaviour on the part of the User.**

**11.            Disclaimer and limitation of liability**

**11.1.       Lazada provides LISA services on an “as is” basis. Lazada does not guarantee that the operation of LISA will not be interrupted or has no fault, or that Lazada will rectify all the flaws in LISA. Nor does it guarantee that LISA will satisfy all the Users’ needs. Lazada will use its best efforts to provide corresponding security measures to ensure the security and normal operation of LISA using existing technologies. However, in view of potential computer viruses, network communication failures, and system maintenance-related factors and possible force majeure events and contingencies, Lazada hereby expressly declares that it does not make any explicit or implicit guarantees for LISA with respect to the software’s suitability, absence of errors or omissions, sustainability, accuracy, reliability, the software’s ability to be used for a specific purpose or meet Users’ needs, or its practical effectiveness. Unless otherwise explicitly stipulated in the laws, Lazada will not be liable for compensation of losses resulting from any of the following circumstances, including but not limited to loss of profits, goodwill, use and data, or other intangible losses (regardless of whether Lazada has been informed of the possibility of such compensation):**

**11.1.1.   Damage from attacks from computer viruses, Trojans, other malicious programs, or hacker attacks;**

**11.1.2.   Possible network communication failures, or system maintenance downtime;**

**11.1.3.   Improper operation by Users;**

**11.1.4.   The use of the software or a failure to do so;**

**11.1.5.   Other events that are not attributable to error by Lazada, or cannot be controlled or reasonably foreseen by it.**

**11.2.       Data accessed and retrieved via LISA are only predictions made by computers based on objective statistics concerning information of Lazada and/or its affiliates using algorithmic models. Lazada does not guarantee the accuracy, validity, timeliness or authenticity of data contained in LISA. Nor is it liable for the outcomes of actions undertaken by Users based on such data.**

**11.3.       Lazada is not liable for any losses arising from, based on or due to this Agreement or the User’s use of LISA, including non-direct, indirect, special, incidental or punitive damages or any other forms of damages, even if Lazada has been informed of the possibility of such damages.**

**11.4.       Lazada's liability toward any given User shall be limited to the Additional Service Fee (if any) already paid by the User to Lazada during the corresponding subscription period, regardless of the reason or the form of the behaviour.**

**12.            Termination and transfer of the agreement**

**12.1.       Lazada has the right to terminate a User from using LISA without prior notice if any of the following circumstances occurs:**

**12.1.1.   The User fails to renew the software subscription upon expiry of the software service period;**

**12.1.2.   The User fails to pay the Additional Service Fee in relation to any paid or chargeable features of LISA;**

**12.1.3.   The User violates the relevant terms of this Agreement such as those regarding guarantees, agreements and commitments;**

**12.1.4.   The User is disqualified by Lazada and/or the websites of its affiliates from receiving their services due to the User's violation of the terms, agreements, rules or notices of such websites;**

**12.1.5.   Lazada independently concludes that another event that warrants immediate disqualification of the User from using LISA has occurred.**

**12.2.       In the event of a major adjustment in business operations or other justifiable reasons as deemed by Lazada, Lazada has the right to terminate both the provision of LISA services and this Agreement, provided that it has notified the User 15 days in advance by written notice, announcement or other reasonable means.**

**12.3.       Termination of this Agreement does not mean that the User is automatically exempted from his/her obligations under this Agreement during its validity period, including payment, confidentiality and IPR-related obligations. Unless otherwise stated in an effective judicial decision, where a User suspends or terminates this Agreement earlier, Lazada will not refund service charges already paid by the User, given Lazada's advance preparations and allocation of service resources to LISA.**

**12.4.       Users agree that, unless Lazada’s prior written consent is obtained, they shall not transfer any rights or obligations under this Agreement to any third party; however, Lazada has the right to transfer all or part of its rights and/or obligations to its affiliates, in which case Lazada will notify Users of such transfers through a webpage announcement.**

**13.            Notification and delivery**

**13.1.       Lazada may send notices to Users via through the Lazada Platform, webpage announcements, email, in-site message, SMS or by post; such notices are considered to have been delivered to the recipients on the day of issuance.**

**13.2.       Users shall send notices to Lazada using the correspondence address, fax number, and email address published by Lazada on the software product webpage.**

**14.            Governing laws and dispute resolution**

**14.1.       In the event that a term of this Agreement is declared void or unenforceable, it shall be separated from the Agreement, and the remaining terms shall remain legally binding.**

**14.2.       This Agreement is governed by the laws of Singapore.**

**14.3.       Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) under the Arbitration Rules of the SIAC. The seat of arbitration shall be Singapore. The arbitration proceedings shall be conducted in English.**