

Terms of Service

These Terms of Service (“**Terms**”) govern your use of the mobile applications, websites and services (collectively, the “**Services**”) provided by Sellah Pte Ltd (hereinafter referred to as “**Sellah!**”).

1. Introduction

We welcome you to Sellah! and/or its affiliates. Your use of the Sellah!, its software, applications and other features to shop and pay for products or services is subject to the Terms and Conditions (hereinafter Terms) set out hereunder. These Terms shall govern the relationship between Sellah! (hereinafter we, us our and the company) and the Customer, (hereinafter referred to as you, your, when you use any of the Sellah! Services (a term defined hereinbelow) and shall constitute legal and binding obligations on the parties. You understand and expressly consent that your access to the Services within Sellah! are governed by these Terms. We will give you thirty (30) days’ notice in the event that we wish, in our sole discretion, to change these Terms. Your continued use of the Services after the notice period will be deemed acceptance to amended or updated Terms. Notice will be communicated to you through the email address you provided during signup as well as on the Sellah! website. If you do not agree to any of these Terms please do not use the Services.

2. Incorporated Terms

These Terms shall be read together with our Privacy Policy and other terms and conditions which will be incorporated by reference from time to time.

3. The Service

The Sellah! app and all of its features are designed to allow you to access and use the Sellah! system and all other services that are ancillary to your use of the System including but not limited to the browsing, sale, purchase of products and services displayed on the Sellah! website (hereinafter referred to as the “Service”).

You must register with Sellah! as a user for you to access some of the Services. You acknowledge that the Services may vary depending on your geographical location and jurisdiction and we reserve the right to exclude and deny you the use of certain features of the Service at our sole discretion, or restrict your use and access subject to certain additional terms.

When using the Service, you shall comply with all applicable laws and regulations.

4. Additional Terms

If you use any of the Payment Services, you acknowledge that such services shall be subject to or governed by additional terms and conditions of third-party service providers, partners, subcontractors and/or agents (“**Additional Terms**”). You agree to comply with such Additional Terms including the terms and conditions set out in the Stripe Connected Account Agreement (available at: <https://stripe.com/sg/connect-account/legal>), which may be modified or updated from time to time, and any other terms and conditions that may be referred to or incorporated within such Additional Terms.

5. Licence

Sellah! grants the Customer a personal, limited, as is, non-transferable, non-sub licensable, non-exclusive license to access and make use of the Sellah! Services provided that you fulfill your obligations under these Terms including all payment obligations. Any rights that have not been expressly granted to you in these Terms are hereby retained and reserved for Sellah! and its partners and suppliers.

6. Intellectual Property

All intellectual property, industrial property or intangibles however they may be recorded including: (i) works of authorship; (ii) trademarks, trade names, service marks, logos and other proprietary designations and the goodwill associated therewith; (iii) trade secrets; (iv) patents, designs and algorithms; (v) other intellectual and industrial property of every kind and nature; and (vi) applications, registrations, renewals, extensions, continuations, divisions, reissues or amendments thereof now or hereafter in force and the rights derived therefrom (hereinafter Sellah! Intellectual Property Rights relating to the Sellah! service shall be owned, retained and vests in Sellah! and its licensors. Sellah!, its licensors, partner and Suppliers own and retain all right, title and interest, in their respective intellectual property.

7. Third party Intellectual Property

A Customer that believes that intellectual property has been breached should make content Sellah! by submitting its claim via e-mail at admin@sellah.app.

8. Your Sellah! Account and Content

You are responsible for all charges and fees related to your account with Sellah! and all activities undertaken through your account. You should take all steps necessary to safeguard your access to your Sellah! account and use of the Sellah! services including taking measures to protect your login and password information. Any purchases made using the Service shall be deemed a legitimate request from the you to whom the Sellah! account is registered. You may review products and services, Sellers by posting content including written comments or pictures provided that Sellah! shall have the right to take down any content that (i) is not true, accurate, complete and lawful; not be false, misleading or deceptive (ii) contains information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age (iii) is in breach of Sellah! or a third party's rights (iv) is in violation of the laws of the territory in which Sellah! services are available. Sellah! shall display your name or other information that identifies you to Sellah! which you have provided alongside the content that you post. You hereby consent to indemnify and hold Sellah! harmless of any claims that may arise as a result of your breach of this Terms, any third-party rights or Territorial laws. Where you post any content, you hereby grant Sellah! a worldwide, royalty-free, non-exclusive, irrevocable, perpetual right that Sellah! may sublicense to display, modify, use, publish, perform, translate, reproduce, adapt, create derivative works from and distribute, and such content in any media.

9. Purchasing Rules

When using the Services you agree to that (i) you are above the contractual age in your respective territory (ii) you are responsible for reading the full item listing before purchasing the product or service (iii) you enter into a legally binding contract to purchase an item when you commit to purchase it (iv) you enter into a contract with the Seller (v) you shall not use the Service to purchase illegal or prohibited products and services (vi) it is not our obligation to transfer legal ownership to you to the Seller, (vii) you are responsible for reading our Buyer and Seller Standards and agree to be bound by these requirements. You acknowledge that in conducting any purchase transaction, you assume the risks of liability or harm arising from your activities including those relating to the products or services.

10. Shipping Rules

As a Buyer, you will pay to the shipper territorial duties and taxes for applicable imported items, such payment to be made to the shipper upon receipt of your shipment. Your duties and

taxes may increase or decrease depending on your jurisdiction's tax laws. Such changes shall be reflected on your invoice which the shipper shall provide prior to delivery.

11. Consents

You hereby expressly consent and allow Sellah! to share your information with (i) the Seller whom you are purchasing products and services (ii) the Buyer using the Sellah! account to purchase products and services (iii) authorized service providers as stated in our Privacy Policy (iv) our supplier and third parties who are involved in the provision of the Services including but not limited to our payment processors (iv) law enforcement as provided by the laws of the Territory (iv) other persons as per our Privacy Policy. You hereby consent that in using the Services, your information may be stored in any of our systems in any jurisdiction. You understand that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violations of any regulations within your territory and within the exporter territory.

As a Sellah! account holding seller or shipper, you agree that you shall comply with all applicable laws including but not limited to the security and safety of the Sellah! account holder information and that you shall fulfil your obligation as the Merchant of Record.

12. Updates/Upgrades.

We have no obligation to provide technical support under these Terms, will notify you at our discretion of available Service updates or upgrades. Some updates/upgrades may be optional and some may be mandatory in order to access and use Service, maintain Service compatibility, provide security updates or bug fixes or offer new features, functionality or versions. You acknowledge that such changes do not constitute changes to the conditions of the Service.

13. Data and Privacy

The collection and use of data collected is an integral element of the Services, and you expressly consent to such collection and use in accordance with our Privacy Policy, as may be amended from time to time.

14. Third Party Applications

The Service includes delivery, update and/or recommendations to third party applications or content (collectively, Third Party Content). Any use by you of Third Party Content that is available via the Service is subject to the terms and conditions of any such Third Party Content. You acknowledge that we have no control over and assume no responsibility for Third Party Content. You assume all responsibility and risk in connection with your use of Third Party Content and we hereby disclaim any and all liability to you or any third party in connection thereto. We have no obligation to examine, review or monitor Third Party Content and are not responsible for the accuracy, completeness, appropriateness or legality of Third Party Content.

15. Disclaimer

SELLAH! DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR ACCESS TO THE SERVICE WILL BE UNINTERRUPTED -ERROR-FREE OR OPERABLE AT ALL TIMES OR DURING ANY DOWN TIME INCLUDING THOSE (A) CAUSED BY OUTAGES TO ANY NETWORKS OR SERVERS, (B) CAUSED BY ANY FAILURES OF YOUR APPLICATION, EQUIPMENT, SYSTEMS OR LOCAL ACCESS SERVICES, (C) FROM PREVIOUSLY SCHEDULED MAINTENANCE OR (D)RELATING TO EVENTS BEYOND SELLAH!'S CONTROL. THE SELLAH!

SERVICE IS PROVIDED AS IS, AS AVAILABLE, AND WITH ALL FAULTS. SAVE AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR APPLICABLE LAW. SELLAH! DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE EXCEPT AND EXPRESSLY STATED IN THESE TERMS. SAVE FOR ANY LIABILITY THAT SELLAH! MAY HAVE UNDER THE INDEMNIFICATION PROVISIONS BELOW, IN NO CIRCUMSTANCES SHALL SELLAH! BE LIABLE FOR INDIRECT, CONSEQUENTIAL, RELIANCE, OR SPECIAL LOSS OR DAMAGES OR FOR LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY OR LOST PROFITS OF ANY KIND.

16. Indemnification

Unless expressly stated otherwise, you agree to indemnify, defend, and hold harmless Digicel, Sellah!, its affiliates and their respective officers, directors, employees, agents, representatives and independent contractors from and against any claims brought by a third party or Sellah! Account holder and will pay any losses arising in connection with any such claim arising out of or relating to and you agree to indemnify and release Digicel and Sellah! from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with your breach or use of the Sellah! website and Services.

17. Prohibitions

You may not use any device, program, algorithm or methodology, or any similar or equivalent process, to access, acquire, copy or monitor any portion of the Sellah! service or any content on the application. You may not attempt to gain unauthorized access to any portion or feature of the Service or any other systems or networks connected to the Sellah! website or to any Sellah! server, or to any of the services offered on or through the Sellah! site. You may not probe, scan or test the vulnerability of the Service, nor breach the security or authentication measures. You may not reverse look-up, trace or seek to trace any information on any other users of the Service. You may not represent that you are someone else, or impersonate any other individual or entity or manipulate information in order to use the Service. You shall not use the Services and your Sellah! account to conduct activities which are identical or similar to Sellah! or in a manner that is in breach of our terms and conditions or existing applicable law.

18. Prohibited Item

You shall not list or purchase any illegal items or prohibited items through the Sellah! service. A non-exhaustive list of prohibited content can be found [here](#).

19. Suspension and Termination

If we have reason to believe that you are in breach of these Terms, any other Sellah! terms, or applicable law, we may at our discretion and notwithstanding any other rights due to us under the law, suspend, terminate or limit the use of your Sellah! account. Sellah! shall not be liable to you or any other person in the event that we take such action.

You acknowledge and agree that if you deactivate your Account or if we suspend or terminate your Account, you will lose any information associated with your Account, including Content. It is your responsibility to backup the Content which you upload to the Services.

Buyers and Sellers should carefully read our Buyer and Seller Standards to ensure their compliance with community rules and avoid possible suspension or termination of their

account.

20. Independent Contractors

We shall remain independent contractors from you and no relationship, including partnership and joint venture, will be deemed to exist between us. Through the use of the Sellah! website, we provide an electronic web-based platform and system to facilitate the exchange of information between the buyer, seller and other third parties such as the shipper. We do not represent any of the parties and are therefore not responsible or liable for any of the activities that are the responsibility of any of the parties using the Service including your ability to complete a sale, make a purchase, and ensure that products and services ordered reach a particular destination.

21. Governing Law

Your use of the Sellah! service subject to the laws of Singapore, without regard to principles of conflict of laws. Any disputes concerning the construction or interpretation of these Terms and use of the Service, which are not resolved through good faith and as per our Dispute Policy, may be submitted to the appropriate courts in Singapore.

You hereby waive to the fullest allowable under the laws of Singapore (i) any right you may have to a trial by jury in any legal proceeding (ii) any and all rights to a class action.

22. Notices

You shall send all notices and communication to the email addresses or submit the same through the portals provided in these Terms. All other notice, request or communication shall be given in writing and will be deemed to be given when actually received if delivered personally or four (4) business days if sent by certified or registered mail where such notice is served from Singapore. You must address such notices to:

Legal & Regulatory Staff,
Sellah Pte. Ltd.,
68 Circular Road, 02-01#,
Singapore 049043

Effective on September 15, 2018.