**SERVICE AGREEMENT**

This **SERVICE Agreement** (“**Agreement**”) is entered into in Bengaluru on this day [•] of [•] {formattedDate}

**by and Between**

**XCELLIFY PRIVATE LIMITED**,a company incorporated under the Companies Act, 2013 bearing CIN: U85500KA2024PTC189409 with registered office at - RG-601, Purva Riviera, Marathahalli , Bangalore-560037, Karnataka, India (hereinafter referred to as “**Company**”,which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors, affiliates and permitted assigns) of the **FIRST PART**;

**And**

**{**company\_name**}**, a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008, bearing GST No: {GST} having its principal place of business at **{**address\_line\_1**}, {**address\_line\_2**}** (,represented by its authorized signatory **[●]** (hereinafter referred to as “**Partner**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors, affiliates and permitted assigns) of the **SECOND PART**.

For the purposes of this Agreement, the Company and Partner shall be singularly known as “**Party**” and collectively be known as the “**Parties**”, as the context may require.

**Whereas:**

1. The Company, *inter alia*, is engaged in the business of providing an online marketplace *via.* domain name <https://xcellify.com/> (“**Platform**”) for listing, and sale of various products and services.
2. The Partner is desirous of being listed on the Platform to offer their products and/or services (hereinafter referred to as “**Partner’s Product(s)**” or “**Partner’s Service(s)**” or “**Partner’s Product(s)/Service(s)**”) to Customer (*defined below*).
3. The Partner has approached the Company to avail the Services (*defined hereinafter*), and the Company has agreed to provide the Services to the Partner, in accordance with the terms of this Agreement.
4. The Parties wish to formalize their agreement on the terms and conditions set forth under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration, the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:

1. **DEFINITIONS**

Unless otherwise defined in the Agreement, terms when capitalized shall have the meaning set out as per **Annexure A** of the Agreement.

1. **SCOPE OF ENGAGEMENT**
   1. Subject and in accordance to the terms of this Agreement, the Company shall provide the following services to the Partner:
      1. list the Partner’s Products and/or Partner’s Services on the Platform of the Company;
      2. facilitate the sale of Partner’s Products and/or Partner’s Services on and through the Company’s Platform;
      3. provide the Partner with access to a dedicated Partner dashboard on its Platform (“**Dashboard**”); and
      4. based on payment of required fees, market the sale of Partner’s Products and/or Partner’s Services by way of banners and/or priority ranking on the Company’s Platform.

hereinafter collectively referred to as the “**Services**”.

* 1. The Parties agree that the Agreement is non-exclusive in nature and the Company reserves the right to enter into similar transactions with any entity or individual, whether or not they are the Partner’s competitors.
  2. The Parties further agree that once the Partner’s Products/Services are listed and exhibited on the Platform, the Partner shall be deemed to have made an “offer to sell” the Partner’s Products/Services to the Customer, and when any Customer of the Platform places an Order, it shall be considered acceptance by the Customer of the offer and the Products shall be considered sold to the Customer, and the same shall be final and binding upon the Partner under the Applicable Law.
  3. The Partner agrees that once it has listed and exhibited the Partner’s Products or Services on the Platform, the Company’s terms and commercials for sale shall be binding on it. Any proposed changes to the terms, commercials of the listed Partner’s Products or Services, or requests for delisting must be communicated to the Company within five (5) working days through the Platform or by writing to [**partnercare@xcellify.com**](mailto:partnercare@xcellify.com). However, in case any Customer has already made payment for such product or service at the existing terms, then the Partner has to honour such purchase.

1. **CONSIDERATION**

In consideration of the Services provided by the Company, the Partner shall be liable to pay to the Company, such fees/amount/commission/service fees and in such manner, as detailed in **Annexure B** of this Agreement (“**Consideration**”).

1. **DUTIES AND OBLIGATIONS**

**Partner’s Duties and Obligations**

* 1. The Partner shall be liable to comply with the duties and obligations as listed in **Annexure C** of this Agreement. The Company is entitled to immediately suspend Partner’s account on the Platform, restrict access to the Platform and/or suspend provision of the Services herein, without any prior written notice to the Partner, in case the Company believes that there is any alleged, threatened or actual breach of the covenants, duties and obligations of the Partner, by the Partner and/or its representatives. In such events, the Company may permanently or temporarily blacklist the Partner, at its sole discretion.
  2. The Partner hereby consents to be bound by the policies issued by the Company, any and all terms and conditions published on the Platform including but not limited to **terms of use, privacy policy, refund and cancellation policy** or any other policy and all terms and conditions shared with Partner and any modification/s thereof (“**Company Policies**”). Partner shall ensure strict compliance with the Company Policies while using, and accessing the Services or the Platform of the Company.

**Company’ Duties and Obligations**

* 1. The Company will be responsible for hosting, maintaining, and ensuring the availability of the Platform, subject to periodic maintenance and unforeseen downtimes.
  2. The Company will periodically review the Platform, including its technological features, security measures, and overall functionality, to ensure compliance with industry standards and evolving security threats. Company will periodically implement updates, enhancements, and modifications as deemed necessary to improve performance, safeguard data, and maintain the integrity of the Platform.
  3. The Company will provide reasonable support to the Vendor regarding the use of the Platform, including guidance on product listing, pricing, and policy compliance.
  4. The Company will facilitate the processing of orders placed by Customers on the Platform, facilitate the transaction by the Customers and ensure seamless order management.
  5. The Company will be responsible for handling first-level customer service issues related to services and purchases made through the Platform, including Customer complaints, refund requests, and service delivery concerns. The Company will coordinate with the Partner to seek an amicable resolution to such issues.
  6. The Company will also be responsible for managing payment-related matters, including transaction processing, issues arising from the payment gateway, and settlement of transactions.
  7. Further, the Company will be responsible for collecting the service cost, including Goods and Services Tax (GST) where applicable, and issuing tax invoices on behalf of the Partner. The Company will promptly inform the Partner of the GST and other taxes collected and withheld on its behalf, enabling the Partner to fulfill its tax and regulatory obligations arising from sales conducted through the Platform.

1. **REPRESENTATIONS AND WARRANTIES**
   1. Each Party represents and warrants to the other that:
      1. it is duly incorporated and existing in good standing under the laws of the relevant jurisdiction;
      2. such Party has the power and authority to execute and deliver this Agreement and to perform its obligations as stated herein;
      3. the execution and delivery of this Agreement has been duly authorised and approved and does not require any further authorisation or consent of any third party;
      4. upon execution, this Agreement will be a legal, valid and binding obligation of the Party enforceable in accordance with its terms; and
      5. the execution and delivery of this Agreement by such Party, and its promises, agreements or undertakings under this Agreement do not or shall not violate any Applicable Law, rule, regulation or order applicable to it or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which it is a party.
   2. The Partner additionally represents and warrants to the Company that:
      1. the Partner’s performance of all its obligations hereunder, including the distribution and sale of the Partner’s Products or provision of Partner’s Services, will be conducted in compliance with all Applicable Laws;
      2. Partner shall comply with all Applicable Laws, regulations, and industry standards regarding the production, handling, labelling, and sale of the Partner’s Products and/or provision of Partner’s Services.
      3. the Partner deals only in original, legitimate and genuine products which are either self-manufactured and/or procured from legitimate channels/brands and in compliance with all the legal requirements;
      4. Partner’s Products/Services information provided and/or to be provided by the Partner shall be complete, true, correct and in compliance of the Applicable Laws;
      5. there is no private and governmental actions, suit, proceedings, claim, arbitration or investigation pending before any governmental authority, which is ongoing, or in relation to which a notice has been received by the Partner, that may restrain, prevent or make illegal the performance of this Agreement by the Partner;
      6. it shall not enter into any arrangement which would impose any obligation inconsistent with this Agreement or which would restrict or conflict with the performance of their respective obligations under this Agreement; and
      7. that any Customer referred or introduced to it through the Platform shall be engaged exclusively through the Platform for all interactions, transactions, or dealings. The Partner further agrees not to engage with such Customers independently outside the Platform.
2. **Confidentiality AND INTELLECTUAL PROPERTY**
   1. The Partner agrees and undertakes to keep the terms of this Agreement, all data or information relating to the Company and/or its affiliates and all information in relation to the transaction contemplated under this Agreement, that it has access to due to the existence of this Agreement, confidential; and shall not disclose, publicize or sell this data or information to any third party without prior written consent of the Company. All information of the Customers shall belong exclusively to the Company and Partner shall not use the same for its own benefit or for the benefit of any other person.
   2. By agreeing to have its Partner’s Products/Services exhibited and listed on the Platform, the Partner hereby grants to the Company, a limited, irrevocable, royalty free, non-exclusive license to use Partner’s brand name and trademark/copyrights/designs/logos and other intellectual property owned by the Partner and/or licensed to the Partner, for the purpose of this Agreement and reproduction on the Platform or in any of the Company’s advertising materials and such other places as the Company may deem necessary.
   3. This Clause shall survive the termination of this Agreement.
3. **Disclaimers**
   1. The Partner acknowledges and accepts that the Company acts solely as an intermediary by providing a technology platform to facilitate interactions between Partner and Customer for the sale and purchase of Partner’s Products and Services. The Company does not endorse, guarantee, or assume any responsibility for the quality, safety, legality, accuracy, or suitability of the Partner’s Products or Services offered by the Partner on the Platform.
   2. The Partner acknowledges and accepts that the Company shall not be liable for any claims for any losses or damages to the Partner and/or Customers and/or any other third party (as the case may be) in relation to the listed or Ordered Product/s or Partner’s Services.
   3. The Partner agrees that the use of the Platform and the Services shall be at the sole risk of the Partner. The Partner accordingly represents that it has independently investigated the business of sale of the Partner’s Products/Services through the Platform and the profitability, if any, and risks thereof and is not relying on any representation, guarantee, or statement of the Company other than as set forth in this Agreement
   4. The Partner expressly understands and agrees that, to the maximum extent permitted by Applicable Law, the Platform and the Services and all content, are provided on an “as is” and “as available” basis for the use of the Partner and the Customer, without warranties of any kind, express or implied, including without limitation the warranties of quantum of sales, merchantability, fitness for a particular purpose, title, non-infringement, and those arising in the course of dealing or usage of trade.
   5. Any information, content, or materials provided by the Company are for informational purposes only and do not constitute professional advice. The Company disclaims any responsibility for any decisions or actions taken by the Partner based on such information.
   6. The Company, its officers, directors, employees, and agents, do not warrant that the Partner will be able to access or use the Platform and the Services at the times or locations of its choosing; that the Platform and the Services will be uninterrupted or error-free; that defects will be corrected; or that the Platform and the Services are free of viruses or other harmful components. The Partner agrees not to hold the Company liable for any loss suffered by the Partner or the Customer or any other third party based on the use of the Platform, the Services, or any content. The Company may at any time change the features and functionalities of the Platform of the Company, including the user interface and design.
4. **Indemnification**
   1. The Partner agrees to indemnify and hold harmless the Company, its directors, employees, officers, representatives and agents from and against all losses, costs, damages, claims, suits, actions, proceedings, expenses, liabilities, and demands (“**Claims**”) howsoever arising from or in connection with or on account of any breach or non-fulfilment of any of Partner’s obligations, warranties, representations or undertakings or any terms and conditions of this Agreement or non-performance of any of its obligations under this Agreement to the satisfaction of the Company, including but not limited to (i) Claim(s) for any infringement of any intellectual property rights or any other rights of any third party; (ii) Claim(s) arising out of any breach of Partner ’s obligations contained in the Agreement; (iii) Claim(s) concerning quality or fitness for use of the Partner’s Products/Services; (iv) Claim(s) arising out of contravention of Applicable Laws pertaining to the Partner’s Products/Services and their packaging and handling; or (v) Claim(s) arising out of Partner ’s non-compliance or contravention of any Applicable Laws or regulations including but not limited to intellectual property laws, local sales Tax, central sales Tax, service Tax, the standards of weights and measures legislation, and standards and excise and import duties; or (vi) claims, damages, liability arising out of any negligence, misconduct or misrepresentation by the Partner and/or any of Partner’s representatives.
   2. Further the Company shall not be liable for any claims, damages, liability arising out of any negligence, misconduct or misrepresentation by the Partner and/or any of Partner’s representatives.
5. **Limitation of Liability**

Notwithstanding any other provisions of this Agreement, the Company shall not be liable to the Partner and/or any third party for any loss, damages, claims, expenses, costs, fees, compensation incurred by the Partner and/or its affiliate and/or any third party, including but not limited to loss of profit, production, anticipated savings, loss of data, goodwill or business opportunities or any type of direct, indirect, incidental, economic, compensatory, punitive, exemplary or consequential losses arising out of performance or non-performance of its obligations under this Agreement. In no event shall Company be liable to the Partner, Customer or any third party for a monetary amount greater than the Order Amount of the relevant Partner’s Product(s)/Service(s) or INR 2000/- (Indian Rupees Two Thousand Only), whichever is lower.

1. **Term and Termination**
   1. This Agreement shall commence on the Effective Date and will remain in effect until terminated in accordance with the terms set forth herein.
   2. **Termination**. The Company may terminate this Agreement at any time immediately by providing written notice to the Partner, for any reason. The Partner may terminate this Agreement at any time by providing 3 (Three) months’ prior written notice to the Company, for any reason.
   3. Consequences of Termination
      1. Upon the termination of this Agreement for any reasons, the Partner shall complete satisfactory delivery of products & services against all outstanding Orders, placed by the Customer prior to the date of termination.
      2. Upon the termination of this Agreement for any reasons, the Partner shall also honour any refund requests by the Customer in terms of the Refund Policy.
      3. Upon termination of this Agreement, Partner shall within 10 (Ten) days from the date of termination shall return any of the Company’s property in the possession of the Partner.
      4. Upon termination of this Agreement, all rights, obligations and liabilities of the Parties hereto accrued up to and including the date of such termination and those rights, obligations or liabilities of the Parties stated to survive the termination of this Agreement shall not be affected thereby.
2. **Miscellaneous**
   1. **Relationship:** The Parties understand and hereby accept that, unless otherwise specified herein, each Party whilst performing its duties and obligations under this Agreement is at all times acting and performing as an independent contractor of the other Party and has no authority whatsoever to bind the other Party, by contract or otherwise.
   2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India and, subject to Clause 11.3 below, the courts in Bengaluru, Karnataka, India shall have the exclusive jurisdiction.
   3. **Dispute Resolution:** If mutual resolution cannot be reached within 30 (Thirty) days from the date of raising of any dispute, either of the Parties shall be free to refer such dispute to arbitration under the Arbitration and Conciliation Act, 1996 by a single arbitrator to be appointed by mutual consent of both the Parties. The seat and venue of arbitration shall be in Bengaluru, Karnataka, India. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding on the Parties. The Parties agree that all negotiations connected with the dispute shall be conducted in confidence and shall not be divulged to any unconnected third party.
   4. **No Waiver:** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect that Party’s right to enforce such provisions, nor shall the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
   5. **Notices:** All notices, requests, demands and other communications hereunder shall be in writing and the same shall be deemed to be served, if personally delivered or sent by registered mail to the address details which are first mentioned above in this Agreement, or delivered by electronic mail at the details specified below, or at such other address as such Party may hereafter specify for such purpose to the other Party by notice in writing.

E-mail to Company: [pradipta@xcellify.com](mailto:pradipta@xcellify.com)

E-mail to Partner: {contact\_person\_email}

* 1. **Assignment:** This Agreement is personal to the Parties herein. Neither Party shall directly or indirectly assign this Agreement, or the rights or duties created by this Agreement, without the prior written approval of the other Party.
  2. **Survival:** Any part of this Agreement that may reasonably be interpreted or construed as surviving termination or which may be necessary or convenient for a Party to effectively enforce the terms of this Agreement shall survive the termination of this Agreement.
  3. **Severability:** If any part, or provision of this Agreement not being of a fundamental nature, is held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected if such part, term of provision of this Agreement is severable from the rest of this Agreement without altering the essence of this Agreement.
  4. **No Disparagement:** The Partner shall not, both during and after the termination of this Agreement, publish any oral or written statements about the Company or its shareholders, subsidiaries, affiliates and group companies or each of their respective board of trustees, equity holders, representatives that: (a) are slanderous, libelous or defamatory; or (b) place any of the foregoing in false light before the public.
  5. **Costs:** Each Party shall bear its own costs (including legal costs) incurred in negotiating and execution of this Agreement. The stamp duty on this Agreement shall be borne equally by both the Parties.
  6. **Time of the essence:** Time is of the essence in respect of any time, date or period specified either in this Agreement or in any notice or other communication served pursuant to this Agreement and for the performance of obligations by the Partner under this Agreement.
  7. **Counterparts:** This Agreement has been executed in 2 (Two) counterparts, each of which shall be deemed an original, and each of which shall constitute one and the same instrument. Facsimile transmission or electronic mail in portable format (“.pdf”) of an executed signature page of this Agreement by a Party shall constitute, and be sufficient evidence of, due execution of this Agreement by such Party.
  8. **Entire Agreement:** This Agreement and its attached annexures constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the Parties.
  9. **Cumulative Remedies:** All rights and remedies of the Parties shall be in addition to all other rights and remedies available at law or in equity and temporary and permanent injunctive relief.
  10. **Modification:** This Agreement may not be altered or modified except in writing, duly executed by an authorized representative of both Parties.

{Signature Page Follows}

**IN WITNESS WHEREOF**, the Parties have entered into and executed this Agreement the day and year first above written:

|  |  |
| --- | --- |
| For **XCELLIFY PRIVATE LIMITED** | For **{**company\_name**}** |
| Name: Pradipta Sahoo  Designation: Director | Name: {contact\_person\_name}  Designation: CEO |

**ANNEXURE A**

**DEFINITION**

* + 1. **“Applicable Law/s**” means all laws, ordinance, statutes, rules, orders, decrees, judgments, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any Governmental Authority having jurisdiction over the relevant matter as such, and as may be amended, modified, enacted or revoked from time to time hereafter.
    2. “**Content”** means images, videos, text, designs, themes, styles, fonts, colours, concepts, drawings, sketches, illustrations, charts, plans, tables, layouts, diagrams, specifications, images, photographs, audios, artwork and other works in physical, electronic or other form.
    3. “**Customer**” shall mean the users/subscribers of the Platform who purchases or avails goods/services/products on and from the Platform.
    4. “**Governmental Authority**” means any central government, state government, local authority, or applicable foreign government, ; or any agency or instrumentality of any such government ; or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law) and any arbitrator, court or tribunal of competent jurisdiction.
    5. “**Order**” shall mean any order request made by the Customer to purchase the Product on and through the Platform.
    6. “**Order Amount**” shall mean the total transaction amount payable for the Partner’s Product(s)/Service(s) ordered by the Customer excluding any Taxes, GST, or delivery charges.
    7. “**Product Information**” means, with respect to each Partner’s Product(s), the following (including to the extent expressly required under Company Policies): (i) Partner’s Product description (name, product brief and actual product image); (ii) Stock Keeping Unit (SKU) and other identifying information as Company may reasonably request; (iii) information regarding in-stock status and availability, shipping limitations or requirements; (iv) categorisation within each Company product category and browse structure are prescribed by Company from time to time; (v) digitised image that accurately depicts only the Partner’s Product and does not include any additional logos, text or other markings; (vi) any text, disclaimers, warning, notices, labels, or other Content required by Applicable Law to be displayed in connection with the offer, merchandising, advertising or sale of the Partner’s Product; (viii) brand; (ix) model; (x) product dimension; (xi) weight; (xii) a delimited list of technical specifications; (xiii) SKU and UPC numbers (and other identifying information as Company may reasonably request) for accessories related to the Partner’s Product that are available with the Partner’s Product; (xiv) Warranty, (xv) return policy, (xvi) manufacturer details, and (xvii) any other information requested by Company or required by Applicable Law.
    8. “**Services**” shall have the meaning assigned to the term in Clause 2.1 of this Agreement.
    9. “**Tax(es)**”includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority and all other taxes of any kind for which a Party may have any liability imposed by any Governmental Authority, whether disputed or not, including interest or penalties imposed by any Governmental Authority, and any liability for any other person.
    10. “**Partner** **Materials**” means includes without limitation all Partner trademarks, tag lines, punch line, Partner content, Product Information, information, data, materials, branding, logo and other items provided or made available by Partner to Company.

*[Remainder of this page has been intentionally left blank]*

**ANNEXURE B**

**CONSIDERATION**

1. **PAYMENT TERMS**
   1. **Selling Price:**

Partner will provide the initial selling price of the Partner’ Product/Services to be listed on the Platform (“**Partner’s Selling Price**”). Company reserves the right to review and approve the Partner’s Selling Price to ensure competitiveness within the marketplace.

* 1. **Service Fees**
     1. Company will charge the following fees to the Partner:

|  |  |
| --- | --- |
| **Description** | **Fees** |
| Listing Fees | Listing Fees waived |
| Service Fees/Referral Fees | [20]% on the selling price |
|  |  |

Collectively referred to as “**Service Fees**”. Service Fees will be deducted (including GST) and TCS while paying the Partner as its fee for facilitating the sale on the Platform.

In addition, **the Charges of Payment Gateway** as per actuals, shall be borne by the Partner.

* + 1. The Company, at its sole discretion, may:
       1. add a margin to the selling price provided by the Partner as its Service Fee for sales made through the Platform; or
       2. list the selling price provided by the Partner, which includes the Company’s Service Fees.
    2. The Partner acknowledges and agrees that under option (i), the final selling price displayed to the Customer will comprise the Partner’s selling price and the Company’s Service Fees.
  1. All figures shall be exclusive of the applicable Taxes and other charges.
  2. The Company reserves the right to renegotiate the Service Fees from the Partner from time to time which may be based on the units/volume of the Partner’s Products/Services sold by the Partner on the Platform and/or any other criteria, as may be determined by the Company at its sole discretion, and such escalation shall be effective upon the mutual understanding between the Parties.
  3. The Company does not commit or guarantee any minimum volumes, units, or purchase of the Partner’s Products/Services under this Agreement.
  4. **Refund Policy**

The refund policy set forth below shall apply to all transactions conducted through the Platform. However, the Company reserves the right to modify, update, or amend this policy from time to time at its sole discretion. Any such modifications shall be effective upon their publication on the Platform. The Partner agrees to comply with and be bound by the prevailing refund and cancellation policy, including any future amendments, and shall ensure adherence to the same while offering services and products through the Platform.

***“REFUND POLICY***

***Services****: Unless specifically mentioned in the service listing details by the Partner to the contrary, Customers may request a refund for services by submitting a written application at least 15 (fifteen) calendar days prior to the scheduled service delivery date. Refunds will not be processed for requests made within 15 calendar days of the service delivery date. In other words, each service may have its specific refund policy which shall be available in the service details and the Users are required to check the service specific Refund Policy before availing or purchasing the service.*

***Merchandise/Products****: Unless specifically mentioned in the product listing details by the Partner to the contrary, Customers may request a refund for merchandise/product orders if the products have not been shipped. Once the products have been shipped, refunds will no longer be eligible. However, each product may have its specific refund policy which shall be available in the product details and the Users are required to check the product specific Refund Policy before purchasing the product.*

*All refund requests shall be made through the designated process specified on the Platform. The Company reserves the right to verify the eligibility of refund requests and to decline refunds in cases where the request does not meet the above criteria.”*

* 1. **Payment, GST and TCS Retention**:
     1. Company will collect the total selling price including GST (wherever applicable) from the Customers.
     2. All payments relating to Orders placed by Customers on the Platform shall be retained by the Company in its designated account until such time as payment is due to the Partner in accordance with this Agreement. The Partner hereby authorizes the Company to collect, facilitate and remit payments to the Partner, after collecting from the Customers.
     3. On receipt of confirmation from the Partner and Customer about the completion of delivery of the Partner’s Product or Service, the Company shall make payment of the Partner’s Selling Price to the Partner after deducting Service Fee of the Company, applicable TCS or TDS and any other charges.
     4. The Company shall retain the right to withhold the Goods and Services Tax (GST) and remit the GST amount to the appropriate tax authorities once the GST challan is submitted by the Partner to the Company. The Partner acknowledges and agrees that paying the GST in the first instance shall be the sole responsibility of the Partner. Upon making the payment of GST, the Partner shall promptly provide the GST challan as proof of payment to the Company. Additionally, the Company shall withhold applicable Tax Collected at Source (TCS) or Tax Deducted at Source (TDS) as required by the Applicable Laws from the Partner, and the necessary returns for the TCS or TDS withholding will be made available to the Partner as per Applicable Laws.
  2. **Invoice Generation**:
     1. The Partner shall generate invoices for Partner’s Products/Services sold through the Platform with its GST number, which will be issued by the Company on behalf of the Partner. Invoices shall be submitted electronically through the Company’s platform / system using the Dashboard provided by the Company.
     2. Invoices shall include the following details: (i) Partner’s legal business name and contact information; (ii) Company’s legal business name and contact information (iii) Unique invoice number for reference (iv) Invoice issue date (v) Detailed description of the Partner’s Products/Services sold, including quantity, unit price, and any applicable Taxes, any applicable discounts, promotions, or adjustments; (vi) total invoice amount, (vii) Partner GST number. (viii) HSN code of the Product and any other information as may be communicated by the Company.
  3. **Payment to Partner**:
     1. Payments to the Partner will be processed fortnightly basis on the 1st and 3rd Wednesday of each month as per the Company’s established payment cycle. The Company reserves the right to adjust the payment cycle or frequency upon prior notice to the Partner.
     2. Notwithstanding anything to the contrary contained in this Agreement, it is hereby clarified that the liability of the Company to pay to the Partner shall arise only (i) for payments actually received by the Company from the Customer for a particular Order; (ii) for the Partner’s Products successfully delivered to the Customer without a return, refund or exchange request being placed in relation to that particular Order; and (iii) after the return, refund, exchange and cancellation window for the respective Order transaction is closed.
     3. In cases where customer refunds, returns, exchanges, or cancellations have occurred after the payment to the Partner, the Company may deduct the corresponding amounts including GST from future payments to the Partner so that the entire amount can be refunded to the Customer. In such cases, the responsibility of reconciling any GST already remitted shall be by the Partner.
  4. **Payment Method**: Payments to the Partner shall be made using the online payment method agreed upon between the Parties. The Company will remit the Partner payment in the below mentioned account:

Account Name: {account\_holder\_name}

Account Number: {bank\_account\_number}

Account Type: {bank\_account\_type}

Bank Name: {bank\_name}

IFSC: {bank\_ifsc}

Branch: [•]

* 1. The Partner acknowledges and agrees that the payment terms set forth in this Clause are an essential part of this Agreement and failure to comply with the same shall be deemed as a breach of this Agreement.
  2. The Partner further acknowledges and agrees that the Company shall have the right to withhold any payment in the event of any breach of this Agreement by the Partner. This Clause shall survive the termination of this Agreement for any reason.
  3. In case of any dispute with respect to payments of invoice where such dispute continues for a period of more than 30 (Thirty) days from the date of invoice or date of delivery of the Partner’s Product or Service, whichever is later, the Company shall have the right to suspend Partner’s right to access the Services of the Company and shall remove the listing of the Partner’s Products/Services from the Platform, until such disputes are resolved.
  4. The Partner acknowledges that by authorizing the Company to collect and facilitate the Order amount, the Company will be merely acting as the limited agent with the sole intent and purpose of facilitating the sale and purchase of the Partner’s Products/Services through the Platform. Further, the Partner agrees and understands that the payment facility provided by the Company vis-à-vis the Services is neither a banking nor a financial service but is merely a facilitator for the service of providing an automated online electronic payment system, using the existing authorized banking infrastructure and payment gateway networks. By providing this payment facility, the Company is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the Platform.

1. The Company reserves the right to run promotion, advertisement campaigns offering discounts on the Platform level or collection level on spends done by the Customer on the Platform, in a manner it deems fit. As between the Parties, the ownership and right to any title, interest over any or all promotional activities and promotional materials shall remain with the Company. In case, the Partner wishes to run their promotion on the Platform, the Partner will be liable to pay additional marketing campaign charges as may be mutually agreed between the Parties.

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**ANNEXURE C**

**DUTIES AND OBLIGATIONS**

* + 1. The Partner hereby declares that the Partner is authorised to sell or provide the Partner’s Products/Services to the Customer. The copy of such ownership/licences/authorization shall be provided to the Company on demand without failure and/or protest.
    2. The Partner shall not sell any Partner’s Products/Services through the Platform or make any Partner’s Products ready for dispatch which:

1. do not correspond with the Product Information including description, price, quality and quantity as stated in the Order against those Partner’s Products;
2. are counterfeit, copied, plagiarised, pirated, fake, spurious, defective in nature, damaged, are of lower quality;
3. are not legally permitted to be sold in the receiving state; or
4. are not fit for sale.
   * 1. Partner shall provide all necessary information and materials for the Partner’s Products/Services listings including but not limited to product/service description, photographs, pricing and all such other information as may be required by the Company, from time to time.
     2. The Partner shall ensure that the information provided on the Platform and/or to the Company is true, accurate and complete, and the description of the Partner’ Products/Services is done by way of text descriptions, images, graphics or videos which are true, correct and accurate and not be misleading in nature. The Partner acknowledges and understands that the Company will list the Partner’s Products/Services on the Platform based on such information provided by the Partner.
     3. Partner shall be solely responsible for the Product Information, related Content, Partner Materials, and will ensure that during the term of this Agreement Partner remains fully compliant with all Applicable Laws including all requirements under the Legal Metrology Act, 2009, Food Safety and Standards Act, 2006 (if applicable), Information Technology Act, 2000, Digital Personal Data Protection Act, 2023 and any other rules issued thereunder.
     4. Partner shall be responsible for the packaging, shipping and delivering of the Partner’s Products/Services. Partner shall ensure that the Partner’s Products are appropriately packed and ready for delivery in accordance with Company Policies and guidelines. Partner shall ensure that all Partner’s Products are adequately and professionally packaged to prevent damage during transportation and delivery.
     5. Partner shall, if required, upon Company’s request respond to Customer inquiries, concerns, and feedback in a timely and professional manner.
     6. The Company shall have a return, refund and cancellation policy in place on the Platform (“**Refund Policy**”), and the Partner agrees to abide by and support the Refund Policy for Partner’s Products/Services sold through the Platform and the same is also applicable to the Partner.
     7. The Partner accepts and understands that if the Partner is found indulging in providing false information, causing third-party infringement and/or any illegal activities, the Company may initiate civil and/or criminal proceedings against the Partner. The Company further reserves the right to immediately and without prior notice, remove any and all of Partners’ Products/Services from the Platform.
     8. The Partner shall be solely responsible for the quality, quantity, merchantability, guarantee, and warranties (if any) in respect of the Partner’ Products/Services. The warranty in relation to the Partner’s Products listed on the Platform shall be provided by the Partner in accordance with the terms of this Agreement.
     9. Partner shall at all time maintain accurate and updated inventory levels to avoid overselling or stockouts.
     10. The Partner shall at all times be responsible for compliance of all Applicable Laws and regulations including but not limited to those pertaining to intellectual property rights.
     11. The Partner shall not use any intellectual property of the Company, in any manner, without the Company’s prior written consent.
     12. The Partner shall not transact with any of the Company’s Customers directly at any point in time.
     13. The Partner shall conduct its business in highest ethical and professional standards and manner that reflects favourable, at all times, on the Company and the name, goodwill and reputation of the Company.
     14. In the process of delivery of Partner’s Products or Services, wherever the Partner is required to deal with the Customers directly, the Partner shall maintain utmost professional conduct and behaviour and shall not commit any act or exhibit any conduct or behaviour which may cause disrespect or harm or abuse or harassment of the Customer in any way.
     15. The Partner shall not indulge in any activity (verbal, physical or by behavior) causing annoyance, disrespect and harassment in any manner whatsoever to the Company’s directors, employees, officials, associates, business partners, vendors, and/or any other users including educational institutions, students and parents, using Company’s Platform and Customers.
     16. Partner shall not do anything or cause to do anything which shall bring dishonour and/or disrepute to the Company or engage in unlawful/immoral activities.
     17. Partner shall not influence and/or induce or attempt to influence and/or induce any Customer, supplier, licensee, vendor, provider of products and services, business partners, educational institutions, students and parents using Company’s Platform to cease doing business with the Company, and/or in any way not interfere with the relationship between any such Customer, supplier, licensee, vendor, provider of products and services, business partners, educational institutions, students and parents using Company’s Platform and working with the Company.
     18. The Partner shall strictly conduct all dealings with any Customer referred or introduced through the Platform exclusively via the Platform. Under no circumstances shall the Partner engage with such Customers independently outside the Platform. Any violation of this provision shall be deemed a breach of this Agreement, rendering the Partner liable for legal action and compensation for business losses incurred by the Company.
     19. The Partner shall avoid deceptive, misleading or unethical practices that are or might be detrimental to the Company or the public, including, but not limited to, disparagement of Company’s Services or any other contract or commit any other violation of Applicable Laws.
     20. The Partner shall comply with the terms of this Agreement along with the Company Policies.
     21. The Partner shall provide all the necessary documentation/details, as may be required by the Company for the purpose of the Agreement, from time to time.
     22. Any return to origin (RTO) items that fail quality check (QC) or experience delays, originating from Customers, will be returned to the Partner, and Partner shall assume full liability for them and shall be liable to replace such defected items immediately at its own cost.
     23. The cost of return of Partner’s Products by a Customer, irrespective of reason, shall be borne by the Partner. The Partner shall be responsible for any cost relating to shipping and delivery of Partner’s Products for delivery, exchange, reversals and/or cancellation requests placed by the Customer. The Parties agree that in case any return/exchange of the Partner’s Product ordered by the Customer is facilitated by the Company on behalf of the Partner, at its sole discretion, the Company shall be entitled to deduct the shipping charges so incurred by the Company while remitting the Consideration to the Partner.
     24. If the Partner receives any personal information of the Customer pursuant to this Agreement, the Partner agrees to comply with applicable data protection laws including the Digital Personal Data Protection Act, 2023 in safeguarding and handling of such personal information and shall be solely responsible for the same under the Applicable Laws. The Company shall not be liable for any breach of this Clause by the Partner.
     25. The Partner hereby agrees and understands that in the due course of this Agreement, the Partner may share any personal data including sensitive personal information or personally identified information (collectively referred to as “**PII**”) related to them with the Company. By execution of this Agreement and the use and access of the Services by the Partner, the Partner hereby gives their explicit consent to the Company to use, access, store, process, handle and share with third parties, the PII of the Partner.

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