**Online Selling Service for Vendor’s Terms and Conditions**

The website [www.m-bazaar.com] ("Bazaar.com") is operated by Ra Ba Supermart Private Limited ("Bazaar" or "us" or "we" or "our"), having its registered office located at **H.No. – C/73, Kumaharpara, Sonari, Jamshedpur, District- East Singhbhum, Jharkahnd- 831011**. “Seller”, “you” and “your” refers to you, the person accessing this website and accepting these terms and conditions for listing products for sale on Bazaar.com.

The Bazaar Online Selling Service ("Online Selling") is a Service that allows you to list products for sale directly via the Site. Online Selling is operated by Ra Ba Supermart Private Limited BY REGISTERING FOR OR USING ONLINE SELLING, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE SUCEEDING TERMS AND CONDITIONS. All capitalized terms have the meanings given in these Online Selling Service Terms (including the Online Selling Definitions.

1. **Definitions:**

**“Affiliate”** means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such entity, except with respect to Bazaar.com,

**“Agreement”** means these terms and conditions accepted by the Seller byregistering for or using online selling.

**“Business Day”** means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Ranchi, India.

**“Buyer”** means a person who buys of product/s listed by you on the Site by making an order.

**“Confidential Information”** means information relating to us, to Online Selling or Bazaar.com customers that is not known to the general public including, but not limited to, any information identifying or unique to specific customers; reports, insights, and other information about Online Selling, data derived from Online Selling except for data (other than customer personal data) arising from the sale of your products comprising of products sold, prices, sales, volumes and time of the transaction; and technical or operational specifications relating to the Services. For the purposes of this Agreement, customer personal data constitutes Confidential Information at all times.

**“Delivery Executive”** means our representative who will collect the Shipment from your Shipping Station and deliver the same to the Buyer.

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

**“****Excluded Products”** means any products or other items set forth in the excluded products list for the Site or any other policy that applies to your use of Online Selling, and any other products or other items that in Bazaar.com’s sole discretion are not supported for Online Selling.

**“****Insurance Threshold”** means Rs.[\_\_\_\_\_\_]

**“Insurance Limit”** means Rs.\_[\_\_\_\_\_]

**“Intellectual Property Rights”** means any patent, copyright, Trademark, moral right, trade secret right or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

**“Law/s”** means any law, ordinance, rule, regulation, order, licence, permit, judgment, decision or other requirement, now or hereafter in effect, of any governmental authority of competent jurisdiction

**“Order”** means an order by a Buyer to buy one or more products listed by the Seller on the Site.

**“Order Information”** means, with respect to any of products sold by you through the Site, the order information and shipping information that we provide or make available to you.

**“****Payment Date”** means the day falling immediately after 14 calendar days (or less in our sole discretion) of the delivery of Eligible Transaction.

**“Sales Proceeds”** means the gross sales proceeds paid by Buyer in the course of any of Your Transactions, including the purchase price, all shipping and handling, gift wrap and other charges, any taxes and customs duties.

**“Settlement Amount”** means Sales Proceeds (which you will accept as payment in full for the sale and shipping and handling of Your Products), less fees and charges payable by the Seller hereunder.

**“Shipment”** means a shipment of product/s with respect of an Order in a packed and ready to ship condition.

**“Shipping Station”** means the station/shop/depot/warehouse from where the Seller will hand over the Shipment to the Delivery Executive.

**“Site”** means [www.m-bazaar.com]

**“****Your Account”** means the online account you open on the Site to use Online Selling.

**“Your Bank Account”** as valid bank account in your name that is with a bank located within India and enabled for Your Account.

**“Your Materials”** means all technology, your trademarks, content, required product information, data, materials, and other items provided or made available by you or your Affiliates to Bazaar.com or its Affiliates.

**“Your Transaction”** means any sale of product(s) by you through the Site.

**“URL Marks”** means any trademark, or any other logo, name, phrase, identifier or character string, that contains or incorporates any top level domain (e.g., .com, co.in, co.uk, .in, .de, .es, .edu, .fr, .jp) or any variation thereof (e.g., dot com, dotcom, net, or com).

1. **Registration/Subscription:**

In order to sell on Online Selling, you shall complete registration process by filling up information as may be required by the subscription form. You must provide us with your (or your business') legal name, address, phone number, e-mail address, applicable tax registration details as well as any other information may be requested. A monthly, non-refundable subscription fee, as specified in Section 8 shall be payable by you in advance every month during the Term of this Agreement.

1. **Product Listing:**

You will provide accurate and complete product information, as required, for each product that you make available to be listed for sale through the Site and promptly update such information as necessary to ensure it at all times remain accurate and complete.

You will also ensure that your material/s or product/s (including packaging) and your offer and subsequent sale of any of the same on the Site comply with all applicable Laws (including all marking and labelling requirements) and do not contain any sexually explicit, defamatory or obscene materials or any unlawful materials. You may not provide any information for, or otherwise seek to list for sale on the Site, any Excluded Products; or provide any URL Marks for use, or request that any URL Marks be used, on the Site. For each item you list on the Site, you will provide to us the location from which the item ships.

You shall at all-time keep the product/s you list in your stock. In case any product listed by you is out of stock, you must endeavour to update such information accordingly at the Site.

1. **Order, Confirmation and Fulfilment:**

After we receive a listing request, we shall list the products/items for sale, after we review and approve the same. Bazaar.com reserves its right to restrict at any time in its sole discretion the access to list in any or all categories on the Site. We may use mechanisms that rate, or allow shoppers to rate, your product/s and/or your performance as a seller on the Site and we may make these ratings and feedback publicly available. We will provide Order Information to you for each of Your Transactions. Sales Proceeds will be paid to you only in accordance with Article \_\_\_.

At the time you receive an Order Information with respect to an Order, depending on the availability of the product, you shall have option to reject or confirm the Order within 7 days. Once you confirm the Order, you shall be obliged for the fulfilment of the Order within a day (12 hr. max).

1. **Shipping, Handling and Delivery:**

Once you confirm an Order, you shall pack the product/s as may be instructed by Bazaar.com and keep the product/s ready to ship within a day. Shipping, handling and delivery shall be our responsibility. As soon as the product/s ordered are ready to ship, our Delivery Executive shall be your Shipping Station to collect the Shipment. Once the Delivery Executive is at your Shipping Station you shall hand over the Shipment to the Delivery Executive and deliver the same to the Buyer. Applicable shipping and handling charges shall be payable by you as per Section 8.

1. **Warranty by Seller:**

Seller warrant that the product contained Shipment it hands over to the Delivery Executive for delivery with respect to an Order, shall be in conform with the product/s ordered and shall meet all the descriptions specified in the product listing in the Site. In case there is any default of the aforementioned warranty Section 7 shall apply.

1. **Non-Conformance, Return and Refund:**

You are responsible for any non-conformance or defect in product/s contained in a Shipment. In case of any non-conformance or defect in the product delivered to the Buyer under a Shipment by you, and the Buyer reports the same within specified time, the product/s so delivered shall be returned to you and you shall replace the non-conforming or defective product with conforming or non-defective product within 3 days. In case only one or more product/s are non-conforming or defective in a Shipment of multiple product/s, you shall be responsible to replace only those products /s which are non-conforming or defective.

In case replacement is not possible due to the nature of the product/s, you shall be liable to refund the full amount paid by the Buyer in connection with the Product/s to the Buyer. In addition, a penalty shall be applicable as per Section 8, for cases where replacement is not possible. In case only one or more product/s are non-conforming or defective in a Shipment of multiple product/s, you shall be liable for refund only the amount that was paid by the Buyer for the product/s which are non-conforming or defective.

You shall also be responsible for any public or private recall of, any of products listed by you. You will notify us promptly as soon as you have knowledge of any public or private recalls of products listed by you.

1. **Compensation:**

Following fees and charges are payable by the Seller:

1. Monthly Subscription Fee: 999.00/-
2. Shipping and Handling Charges: Free of cost within 2.25 K.m & (in Rs. 25 per K.m out of the cover area)
3. Penalty for Non-Conformance or Defect: Action proses by company management.
4. Refund Administration Fees: N /A
5. **Taxes and Duties:**

The price of the product/s listed on the Site shall be inclusive of GAS and other applicable taxes and duties. Any tax applicable on the fees and charge payable to the Bazaar.com by the Seller shall be on the Seller’s account.

1. **Sales Proceeds & Refunds:**

Remittances to you for Your Transactions of sales of product/s listed by you on the Site (excluding COD transactions) will be made through a nodal account (the "Nodal Account") in accordance with the directions issued by Reserve Bank of India for the opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries vide its notification RBI/2009-10/231 DPSS.CO.PD.No.1102 / 02.14.08/ 2009-10 dated November 24, 2009. Remittance to you for COD transactions shall be made through the online bank or any other mutually agreed and other means used to transfer to Your Bank Account. You hereby agree and authorize us to collect payments on your behalf from Buyers for any sales made through the COD mechanism. You authorize and permit us to collect and disclose any information (which may include personal or sensitive information such as Your Bank Account information) made available to us in connection with this Agreement to a bank, auditor, processing agency, or third party contracted by us in connection with this Agreement.

Subject to and without limiting any of the rights described hereunder, we may hold back a portion or your Sale Proceeds as a separate reserve ("Reserve"). The Reserve will be in an amount as determined by us and the Reserve will be used only for the purpose of settling the future claims of customers in the event of non-fulfilment of delivery to the customers of your products keeping in mind the period for refunds and chargebacks.

Except as otherwise stated in this Agreement, you authorize us and we will remit the Settlement Amount to Your Bank Account on the Payment Date in respect of an Eligible Transaction. When you either initially provide or later change Your Bank Account information, the Payment Date will be deferred for a period of up to 7 working days (Excluding holydays). You will not have the ability to initiate or cause payments to be made to you. If you refund money to a customer in connection with one of Your Transactions in accordance with Section 7, we will credit you with the amount within seven (7) Business Days after deducting an administrations fees as specified in Section 8.

1. **Reporting:**

You are responsible for raising or collecting from Buyers any appropriate documentation including invoices, delivery challans, way bills, stock transfer forms or any other statutorily required documentation for reporting of both dispatch and arrivals of the Shipment/s to and from Shipping Station. You will be solely responsible for clearing any goods held up at any check posts or seized by tax authorities as a result of non-compliance of any required documentation requirements.

1. **Customer Service:**

We will be responsible for all customer services issues relating to shipping, handling, delivery, return, refund e.g. registering and handling grievance, complaints etc.

1. **Confidentiality and Personal Data**

During the course of your use of Online Selling, you may receive Confidential Information. You agree that for the term of the Agreement and 8 years after termination: (a) all Confidential Information will remain Bazaar.com’s exclusive property except for Buyer’s personal data owned by the respective Buyer; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services and ensure that persons who have access to Confidential Information will be made aware of and will comply with the obligations in this provision; and (c) you will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party, including any Affiliates, except as required to comply with law; (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement; and (e) you will retain Confidential Information only for so long as its use is necessary for participation in Online Selling or to fulfil your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks or logo in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.

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

1. **Licence**

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

1. **Representations**

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

In addition the foregoing, you represent and warrant to us that: (a) you have valid legal title to all product/s and all necessary rights to distribute the product/s; (b) you will hand over all product/s in a Shipment to us in new condition (or in such condition otherwise described by you in the applicable Your Product listing) and in a merchantable condition; (c) all Shipment and their packaging will comply with all applicable marking, labelling and other requirements required by Law; (d) no product/s is or will be produced or manufactured, in whole or in part, by child labour or by convict or forced labour; (e) you and all of your subcontractors, agents and suppliers involved in producing or supplying product/s will strictly adhere to all applicable Laws (including any Law applicable to any territory where product/s are produced or supplied, regarding the operation of their facilities and their business and labour practices, including working conditions, wages, hours and minimum ages of workers).

1. **Force Majeure**

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

1. **Indemnification**

You release us from, and agree to indemnify, defend and hold harmless us (and our officers, directors, employees, agents and Affiliates) against, any third party claim, loss, damage, settlement, cost, taxes, expense or other liability (including, without limitation, attorneys' fees) (each, a "Claim") arising from or related to: (a) your actual or alleged breach of any representations you have made; (b) any sales channels owned or operated by you, products listed by you, including the offer, sale, fulfilment (except to the extent attributable to the Fulfilment by Online Salling, if any), refund, cancellation, adjustments, or return thereof), materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death (to the extent the injury or death is not caused by Bazaar.com) or property damage related thereto; or (c) Your Taxes and duties or the collection, payment, or failure to collect or pay applicable taxes or duties, or the failure to meet tax registration obligations or duties; or (d) your non-compliance with applicable laws.

In addition to the aforementioned, you also agree to indemnify, defend and hold harmless us, our Affiliates and their and our respective officers, directors, employees, representatives and agents against any Claim that arises out of or relates to: (a) the Shipment containing the product/s ordered (whether or not title has transferred to us, and including any Shipment that we identify as yours), including any personal injury, death or property damage; and, if applicable, b) any of applicable taxes or the collection, payment or failure to collect or pay applicable taxes or for any demand/denial of credit arising on account discrepancies observed in the goods and services tax returns filed.

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

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

1. **Release:**

You hereby, on behalf of yourself and your successors, subsidiaries, Affiliates, officers, directors, shareholders, employees, assigns and any other person or entity claiming by, though, under or in concert with you or them (collectively, the "Releasing Parties"), irrevocably acknowledge full and complete satisfaction of and hereby unconditionally and irrevocably release and forever fully discharge us and each of our Affiliates, and any and all of their predecessors, successors, and Affiliates, past and present, as well as each of their partners, officers, directors, shareholders, agents, employees, representatives, attorneys, and assigns, past and present, and each of them and all Persons acting by, though, under or in concert with any of them (collectively, the "Released Parties"), from any and all claims, obligations, demands, causes of action, suits, damages, losses, debts or rights of any kind or nature, whether known or unknown, suspected or unsuspected, absolute or contingent, accrued or unaccrued, determined or speculative (collectively, "Losses") which the Releasing Parties now own or hold or at any time heretofore have owned or held or in the future may hold or own against the Released Parties, or any of them, arising out of, resulting from, or in any way related to, the shipment including any tax registration or collection obligations. You, on behalf of yourself and all other Releasing Parties, recognize that you, and each of them, may have some Losses (WHETHER IN CONTRACT; WARRANTY; TORT; DELICT (INCLUDING NEGLIGENCE; PRODUCT LIABILITY; ANY TYPE OF CIVIL RESPONSIBILITY OR OTHER THEORY) OR OTHERWISE) against the Released Parties of which you, or any of them, are totally unaware and unsuspecting, or which may arise or accrue after the date you register for these Online Salling, which the Releasing Parties are giving up by agreeing to these Online Salling terms. It is your intention in agreeing to these Online Salling terms that these Online Salling terms will deprive the Releasing Parties of each and all such Losses and prevent the Releasing Party from asserting any such Losses against the Released Parties, or any of them.

1. **Disclaimer:**

THE SITE AND THE ONLINE SALLING, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION AVAILABLE OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, YOU ACCESS THE SITE, THE SERVICES AND ANY ONLINE PORTAL OR TOOL PROVIDED BY BAZAAR.COM TO HELP YOU AVAIL THE SERVICES AT YOUR OWN RISK. EXCEPT AS SET FORTH IN HEREIN, WE AND OUR AFFILIATES WAIVE AND DISCLAIM: (1) ANY REPRESENTATIONS, WARRANTIES, DECLARATIONS OR GUARANTEES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES, DECLARATIONS OR GUARANTEES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (2) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ANY TRANSACTIONS. SOME JURISDICTIONS' LAWS DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY. IN WHICH CASE THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU, AND WE AND OUR AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT OR QUIET ENJOYMENT.

IF A DISPUTE ARISES BETWEEN THE SELLER AND ONE OR MORE BUYER/S, EACH OF YOU RELEASE BAZAAR.COM (AND ITS AGENTS, AFFILIATES AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

IN ADDITION TO THE AFOREMENTIONED DISCLAIMERS, WE HEREBY DISCLAIM ANY DUTIES OF A BAILEE OR WAREHOUSEMAN TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AND YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (WHETHER ARISING UNDER COMMON LAW OR STATUTE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE OR SHIPMENT OF YOUR PRODUCTS BY US OR OUR AFFILIATES OR ANY OF OUR OR THEIR CONTRACTORS OR AGENTS.

1. **Limitation of Liability:**

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

1. **Insurance:**

If the Sales Proceeds from Your Transactions through the fulfilment by Online Salling in connection with the Site exceed the Insurance Threshold during each month over any period of three (3) consecutive months, or otherwise if requested by us, then within thirty (30) calendar days thereafter, you will maintain at your expense throughout the remainder of the Term public third party liability insurance in connection with the Site with at least the Insurance Limits per occurrence/aggregate covering liabilities caused by or occurring in conjunction with the operation of your business in connection with the Site, including products liability and bodily injury, naming Bazaar.com and its assignees as additional insureds. At our request, you will provide to us certificates of insurance for the coverage to the following address: Ra Ba Supermart Private Limited, at **H.No. – C/73, Kumaharpara, Sonari, Jamshedpur, District- East Singhbhum, Jharkahnd- 831011**, Attention: Risk Management.

1. **Relationship of Parties:**

You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, association of persons, agency, franchise, sales representative, or employment relationship between the parties. Bazaar.com is not an auctioneer, neither is it an intermediary between the Buyer and the Seller. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section. This Agreement will not create an exclusive relationship between you and us.

1. **Suggestions and Other Information:**

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

1. **Modification:**

We will provide at least 15 days’ advance notice for changes to the Agreement.

However, we may change or modify the Agreement at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to Online Selling (where this does not materially adversely affect your use of Online Selling); or (c) to restrict products or activities that we deem unsafe, inappropriate, or offensive. We will notify you about any change or modification.

Your continued use of Online Selling after the effective date of any change to this Agreement will constitute your acceptance of that change. If any change is unacceptable to you, you agree not to use Online Selling and to end the Agreement as described in Section 26.

1. **16. Password Security:**

Any password we provide to you may be used only during the Term to access Your Account or Seller Central, respectively, (or other tools we provide) to use the Service, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use Your Account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

1. **Term and Termination**

The term of this Agreement will start on the date of your completed registration for use of Online Selling and continue until terminated by us or you as provided below (“Term”). You may at any time terminate your use of Online Selling immediately on notice to us via email, the Contact Us Form, or similar means. We may terminate your use of Online Selling or terminate this Agreement for convenience with 30 days’ advance notice. We may suspend or terminate your use of Online Selling immediately if we determine that (a) you have materially breached the Agreement and failed to cure within 7 days of a cure notice unless your breach exposes us to liability towards a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion; (b) your account has been, or our controls identify that it may be used for deceptive or fraudulent or illegal activity; or (c) your use of the Services has harmed or our controls identify that it might harm other sellers, customers, or our legitimate interest. We will promptly notify you of any such termination or suspension via email or similar means including, indicating the reason and any options to appeal, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards.

On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination, and (e) Sections 6, 7, 13, 14, 15, 17, 18, 19 and 20 of hereof shall survive.

1. **Miscellaneous:**

This Agreement will be governed by the laws of India, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. The laws of India govern this Agreement and your use of Online Selling, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. Any dispute or claim of any nature relating in any way to your use of any Services covered under this Agreement will be adjudicated through arbitration, by a sole arbitrator to be appointed by Bazaar.com. The arbitral proceedings shall be conducted in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 or such statutory amendments thereof (“Arbitration Act”). The arbitration proceedings will be conducted in English and the venue of the arbitral proceedings shall be Ranchi, India. Each party agrees that courts in Jamshepur, will have the sole and exclusive jurisdiction over all arbitral applications. The fast track procedures under the Arbitration Act will apply to all proceedings as stipulated.

You may not transfer or assign all or any portion of this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt to assign or otherwise transfer in violation of this section is void provided, however, that upon notice to Bazaar.com, you may assign or transfer this Agreement, in whole or in part, to any of your Affiliates as long as you remain liable for your obligations that arose prior to the effective date of the assignment or transfer under this Agreement. You agree that we may assign or transfer our rights and obligations under this Agreement: (a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction; or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Bazaar.com as the party to this Agreement. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

Bazaar.com retains the right to immediately halt any transaction, prevent or restrict access to Online Selling or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by the applicable policies.

The authentic language of this Agreement and subsidiary or associated documentation shall be English and any translations provided are for convenience only. In the event of any conflict or difference in interpretation between the English language version of this Agreement and subsidiary or associated documentation and any translation of them, the English language version and interpretation shall prevail.

You agree that we may, in our sole discretion, disclose or make available any information provided or submitted by you or related to your participation under this Agreement (including information regarding listed products or Your Transactions) to any judicial, quasi-judicial, governmental, regulatory or any other authority as may be required by us to co-operate and / or comply with any of their orders, instructions or directions or to fulfil any requirements under applicable Laws.