

MERCHANT PARTICIPATION AGREEMENT

THIS AGREEMENT ("Agreement") is executed on this _____ day of _____, 20__

BY AND BETWEEN

Zulphs Infotech Private Limited, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at _____ and its principal place of business at Bangalore (hereinafter referred to as "**Company**", which term shall, unless repugnant to the context or meaning thereof, mean and include its assignees, affiliates, subsidiaries, associates, administrators and successors) of the ONE PART;

AND

_____ a legally constituted business establishment set-up under the relevant laws of India and having its office at _____ hereinafter referred to as "**Merchant**", which expression shall unless it be repugnant to the context or meaning hereof shall be deemed to mean and include its successors and assigns of the Second Part ;

(Both "**Company**" and "**Merchant**" are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".)

WHEREAS:

1. Company is engaged in the business of providing an online Marketplace (*as defined below*) which connects Merchant and the Customers (*as defined below*), under the proprietary brand name "ZingUpLife".
2. The Merchant is *inter alia* engaged in the business of providing Wellness Services (*as defined below*).
3. The Company engages the Merchant who is into the business of providing several Wellness Services, to list such services on the platform provided by the Company.
4. The Parties are now entering into this Agreement to document their mutual agreement and understanding regarding the arrangement for providing Wellness Services through the "ZingUpLife" Marketplace.

NOW THIS INSTRUMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN BOTH THE PARTIES HERETO AS FOLLOWS:

1. Definition:

- a) "**Agreement**" shall mean this agreement and all other documents (which may be signed between the Company and Merchant, from time to time in relation to subject matter of this Agreement) and any and all schedules, appendices, annexures and exhibits attached to it or incorporated in it.
- b) "**Customer(s)**" means any person or user who desires to avail the Wellness Services from the Merchant using the "ZingUpLife" Marketplace.
- c) "**Customer Order**" or "**Order**" shall mean an order placed by the Customer for availing the Wellness Services provided by Merchant through "ZingUpLife" Website and shall be specifically designated by a unique order number which can be used by the Customer for obtaining details about the Order including without limitation details of the status of such Order.
- d) "**Commission**" means, with respect of every transaction undertaken by the Customer for purchasing any of Wellness Services, applicable charges to be paid by the Merchant to the Company for providing the usage of "ZingUpLife" Marketplace to the Merchant. The Commission is applicable perennially starting from the date of Execution till the validity of this Agreement and The Company reserves the right to modify the same by giving a 30 days advance notice to the Merchant.
- e) "**Confidential Information**" means and includes any and all information which is confidential to a the Company including (i) any business information (ii) any specifications, data relating to services and procedures (iii) advertising and marketing plans or marketing information, data and/or material (iv) any past, current or proposed development

projects or plans for future development work (v) any technical, marketing, financial and commercial information (vi) the commercial and business affairs of a Party (vi) all Customer related information including any rates and discounts, (vii) Customer related information shared with the Merchant by the Company

- f) **“Effective Date”** means the date of execution of this Agreement as first abovementioned.
- g) **“Intellectual Property”** includes ideas, concepts, creations, discoveries, domain names, inventions, improvements, know how, trade or business secrets; patents, copyright (including all copyright in any designs and any moral rights), trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments.
- h) **“Intellectual Property Rights”** means and includes (i) all rights, title and interest under any statute or under common law including in any Intellectual Property or any similar rights, anywhere in the world, whether negotiable or not and whether registerable or not (ii) any licenses, permissions and grants in any of the foregoing, (iii) applications for any of the foregoing and the right to apply for them in any part of the world and (iv) all extensions and renewals thereto.
- i) **“Merchant Service(s)” or “Wellness Services”** shall mean services that the Merchant offers and that is availed of/purchased by the Customer from the “ZingUpLife” Marketplace, the payment of which is made by the Customer in accordance with the Merchant’s fee and pricing as on date of purchase and as published by the Merchant on the “ZingUpLife” Marketplace.
- j) **“Service(s)” or “Marketplace”** shall mean the platform (*including Website*) provided by the Company under the brand name of “ZingUpLife”, wherein, the Wellness Services as provided by the Merchant shall be listed by the Merchant.
- k) **“Seller Panel”** means a uniform resource locator (“URL”) provided by Company to Merchant with a unique login and password to update the order status, price and inventory on the same.
- l) **“Website”** shall mean desktop website(s), mobile site(s), mobile application(s), tablet site(s), tablet application(s), of the Company

2. Use of Marketplace:

Merchant agrees not to, host, display, upload, modify, publish, transmit, update or share any information on the “ZingUpLife” Marketplace, which:

- 2.1. belongs to another person and over which Merchant has no right;
- 2.2. is grossly harmful, harassing, blasphemous, defamatory, bigotry, obscene, pornographic, paedophilic, libellous, invasive of another’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or harassing, including but not limited to ‘indecent representation of women’ within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- 2.3. is false, inaccurate or misleading in any way;
- 2.4. is patently offensive to the online community, such as sexually explicit content or content that promotes obscenity, paedophilia, racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- 2.5. harasses or advocates harassment of another person;
- 2.6. involves the transmission of ‘junk mail’, ‘chain letters’, unsolicited mass mailing, or ‘spamming’;

- 2.7.promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory, or libelous;
- 2.8.infringes upon or violates any third party's rights [including but not limited to intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address, or phone number) or rights of publicity];
- 2.9.promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links, information to circumvent manufacturer-installed copy-protect devices, or pirated music or links to pirated music files;
- 2.10.contains restricted or password-only access pages, hidden pages or images (those not linked to or from another accessible page);
- 2.11.provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- 2.12.provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses;
- 2.13.contains unauthorized videos, photographs or images of another person (whether a minor or an adult);
- 2.14.tries to gain unauthorized access or exceeds the scope of authorized access to the Website, profiles, blogs, communities, account information, bulletins, friend requests, or other areas of the Website, or solicits passwords or personal identifying information for commercial or unlawful purposes from other users on the Website;
- 2.15.engages in commercial activities and/or sales such as contests, sweepstakes, barter, advertising, pyramid schemes, or the buying or selling of 'virtual' items related to the Website without Company's prior written consent.
- 2.16.Throughout the policies as listed on the Website, Company's prior written consent means a communication coming from Company's legal department in response to Merchant's request and specifically addressing the activities or conduct for which Merchant has sought authorization;
- 2.17.solicits gambling or engages in any gambling activity which the Company, at its sole discretion, believe is or could be construed as being illegal;
- 2.18.interferes with another's use and enjoyment of the Website;
- 2.19.refers to any website/URL which, at Company's sole discretion, contains material that is inappropriate for the Website or any other website and content that is prohibited or violates the letter and spirit of the policies listed on the Website;
- 2.20.harms minors in any way;
- 2.21.infringes any patent, trademark, copyright, proprietary rights, third-party's trade secrets, or any other Intellectual Property or rights of publicity, or privacy, is fraudulent, or involves the sale of counterfeit or stolen items;
- 2.22.violates any law for the time being in force;
- 2.23.deceives or misleads the addressee/ users about the origin of messages or communicates any information which is grossly offensive or menacing in nature;
- 2.24.impersonates another person;
- 2.25.contains software viruses or any other computer codes, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, Easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept, or expropriate any system, data, or personal information;
- 2.26.threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any offence or prevents investigation of any offence or is insulting any other nation;

- 2.27. directly or indirectly, offers or attempts to offer trade or attempt to trade in any item which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
- 2.28. creates liability for the Company or causes the Company to lose (in whole or part) the services of the Company's Internet Service Provider ("ISPs") or other suppliers.
- 2.29. creates a false identity or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the "ZingUpLife" Marketplace.
- 2.30. harvests or collects any personal information about others without their consent or in violation of applicable law.
- 2.31. indulges in behavior that is obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, or invasive of another's privacy.
- 2.32. sends unsolicited and/or bulk messages or advertisements, including voicemails or facsimiles.
- 2.33. attempts to obtain or obtains unauthorized access to the "ZingUpLife" Marketplace, other accounts, or computer systems or networks connected to the "ZingUpLife" Marketplace, through password mining or any other means.
- 2.34. transmits any material that may infringe the Intellectual Property Rights or other rights of third parties.
- 2.35. violates or non-adheres to any extant laws of the land governing the business associated with this Agreement.

Company disclaims all liability for these above matters. Further, Merchant will indemnify and hold the Company harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of Website provided by the Merchant.

3. Order Management:

- 3.1. Company reserves the right to select the Wellness Services to be displayed on its Website. Company also reserves the right to determine the Merchant or the Customer who may sell on the Website.
- 3.2. Company shall receive Orders for the products displayed/distributed on behalf of Merchant only in the capacity of the entity that provides an access to Website, marketing and distribution channel to the Customer. In the event payments are collected by Company on behalf of the Merchant, in the mode/s as conveyed to the Customers, the same will be collected while acting as an agent of the Merchant with the sole intent of facilitating the transactions of the Merchant.
- 3.3. Company shall provide the necessary backend infrastructure, like call centre, order management system, etc., for capturing the Customer/order details placed on the Marketplace. Orders placed by Customer will be forwarded to the Merchant, with any additional details as received from the Customers. Company will separately inform the Merchant regarding the modalities involved to access the Orders of Customers, by way of direct access through a "Seller Panel" and any other guidelines shall be shared through e-mail. Merchant shall provide content & images (legally owned by it) of its Wellness Services to be displayed at Website. Merchant will update the any such details as required on the Seller Panel provided by Company or any other mode as may be notified by Company from time to time.
- 3.4. On receipt of the Order, Merchant will make the arrangements to provide the Wellness Services to the Customers, appropriately, along with corresponding invoices in favour of Customers, immediately. In case of delay, Company will be immediately informed by Merchant, along with the expected time of completion of the transaction or the Wellness Services, so that the Customer may be appropriately informed. In case Merchant fails to provide the Wellness Services to the Customers within the period as stipulated above, Company will be nonetheless be entitled to the marketing fee for the usage of the

“ZingUpLife” Marketplace by the Merchant, as agreed to in this Agreement. However, Merchant agrees to provide Wellness Services, strictly as per the mandate and/or any guidelines given by Company from time to time. Merchant also undertakes that it shall not promote its products, services, offers, packages, etc to the Customers directly, indirectly and /or through email, SMS or any other electronic or physical mode.

4. Representations and Warranties:

Merchant represents and warrants that:

- 4.1. Merchant is a company/firm/proprietary concern duly constituted and validly existing under Indian law;
- 4.2. In case of individual as a Merchant, he is Indian citizen.
- 4.3. The Merchant holds necessary licences, approvals and consents as may be required for the conduct of its business and provide Wellness Services and such licences, approvals and consents are valid and subsisting;
- 4.4. Merchant has, in terms of applicable law and its constitution documents, capacity to enter into and perform this Agreement and it has taken all actions required for its entering into this Agreement;
- 4.5. Neither making nor performance of this Agreement will violate any law or conflict with or result in the breach or constitute a default or require any consent under any decree, order, judgment, indenture or agreement; and
- 4.6. The representations made above shall continue to be true during the period of this Agreement.

5. Financial Terms:

- 5.1. The Merchant agrees and acknowledges that it will pay the all the fees to be paid to the Company, for the transactions made or facilitated through the “ZingUpLife” Marketplace, as decided and agreed herewith in Schedule - 2 for all the Orders received through Company or Marketplace.
- 5.2. Merchant shall quote best, lowest and competitive prices (inclusive of all applicable taxes) of the Wellness Services to be displayed on the Website, Merchant will be responsible for payment of all applicable sales tax/VAT. Merchant authorizes Company in the capacity of marketing agent to discover and display the market price payable by the Customer, basis the competitive pricing prevalent in the market. Merchant shall be communicated of the market price and shall abide by that price as may be discovered or displayed by Company from time to time. However, Merchant will have full right to withdraw the products from Website, if it dissents with price discovered by Company and has notified the same to Company. All such withdrawals will take effect within 12- 24 hours from notification to the Company. Company further reserves the right to run promotions offering several benefits/discounts to the Customers on the Website.
- 5.3. Merchant shall release the payment received directly from the Customers, without any delays to the Company.

6. Links on Merchants website(s):

- 6.1. After Merchant have been accepted to display the Wellness Services on the Marketplace, Merchant agrees to display and place links for the Marketplaces on website operated or owned by the Merchant.
- 6.2. Merchant shall not be entitled to earn any advertising fees. Company will have no obligation to pay Merchant any advertising fees

7. Order Processing:

7.1. Company will process the Orders placed by the Customers on the Marketplace. Company reserve the right to reject orders that do not comply with any requirements on the Company's Website, as they may be updated from time to time. The Customer shall be entitled to place the Order at the Marketplace, in accordance with the policies as listed on the Marketplace. The Order shall be placed by the Customer or received by the Merchant, in accordance with the workflows described more fully in Schedule 1.

8. Identifying Merchant as an Associate:

8.1. Merchant will not issue any press release or make any other public communication with respect to this Agreement, Merchant use of the Marketplace, or Merchant's participation and engagement with Company to provide and display the Wellness Services on the Marketplace. Merchant will not misrepresent or embellish the relationship between Company and Merchant (including by expressing or implying that Company support, sponsor, endorse, or contribute to any charity or other cause), or express or imply any relationship or affiliation between Company and Merchant or any other person or entity except as expressly permitted by this Agreement. In the event, the "ZingUpLife" Marketplace is listed or linked to the Merchants websites, Merchant shall clearly state the following on its website: "[Insert Merchant name] is a participant in the "ZingUpLife" Marketplace provide by the Company, to provide a means for Merchant to earn by listing the Wellness Services on the "ZingUpLife" Marketplace".

9. Use of Marketplace:

9.1. **License:** The Company hereby grants the Merchant a limited, non-exclusive, non-transferable, non-sub licensable, and royalty-free license to access and use the "ZingUpLife" Marketplace solely in connection with the Merchant's Services. This license will terminate in the event this Agreement expires or is terminated pursuant to Section 10, in which case Merchant will immediately cease any further use of the Marketplace.

9.2. Ownership:

9.2.1. This is an Agreement for access to the Marketplace and, except with respect to the license set forth in abovementioned Section hereof, Merchant is not granted a license to any software by this Agreement. The Marketplace is the Intellectual Property of the Company and/or its various partners. The Company is the sole owner of all right, title, and interest (including all intellectual property and proprietary rights) in and to the network, platform, Service, Website code and any analytics or similar data or insights extracted or derived from their operation, including, without limitation, all intellectual property rights therein.

9.2.2. If Merchant provide Company or any of its affiliates with suggestions, reviews, modifications, data, images, text, or other information or content about a product or in connection with this Agreement, any content, or modification of the content in any way, by the Merchant (collectively, "**Merchant Submission**"), Merchant hereby irrevocably assign to Company all right, title, and interest in and to Merchant Submission and grant Company (even if Merchant has designated Merchant Submission as confidential) a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (a) use, reproduce, perform, display, and distribute Merchant Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Merchant Submission for any purpose; (c) use and publish Merchant name in the form of a credit in conjunction with Merchant Submission (however, Company will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, Merchant hereby warrants that: (y) Merchant Submission is Merchant's original work, or Merchant obtained

Merchant Submission in a lawful manner; and (z) Company and Company's sub-licensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. Merchant agrees to provide Company such assistance as Company may require to document, perfect, or maintain Company's rights in and to Merchant Submission.

9.3. Trademarks: The trademarks, service marks, logos and any designs used or displayed on the Marketplace are trademarks and/or service marks owned by the Company or its licensors. Nothing in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Company's trademarks displayed on the Marketplace without the Company's prior, written permission in each instance. The appearance of any third-party trademarks does not in any way imply any connection, license, approval or other such relationship of any kind with such third party.

9.4. License to Customers Content: Customer hereby grants Company a non-exclusive, worldwide, royalty-free, transferable, perpetual, irrevocable right and license to use, copy, publish, distribute, syndicate, reformat and update (for example, to standardize formats) any and all content that Customer provides in connection with its use of the Marketplace. Company may sublicense this right to any publisher partners and other online partners. This license will survive any termination or expiration of this Agreement.

9.5. License to Marks: Customer and the Merchant hereby grants Company a non-exclusive, worldwide, paid-up, royalty-free, transferable (in the event of a sale or other change of control of Company's business) right and license to use the marks on any of Company's websites or other marketing materials to indicate participation in the Marketplace. Company may sublicense this right to any of publisher partners and other online partners. In the event of any termination or expiration of this Agreement, Company will use commercially reasonable efforts to remove such marks from Company's websites and marketing materials within a reasonable period of time, and to instruct Company's online partners to do the same.

10. Term and Termination:

10.1. The term of this Agreement will begin upon execution of this Agreement between the Parties and will end when terminated by either of the Parties. Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon any termination of this Agreement, any and all licenses Merchant has with respect to content will automatically terminate and Merchant will immediately stop using the content and Company's Marks and promptly remove from Merchant website and delete or otherwise destroy all links to the Company's Website, all Company's Marks, all other content, and any other materials provided or made available by or on behalf of Company to Merchant under this Agreement or otherwise in connection with the Marketplace. Company may withhold accrued unpaid fees (*if any*) for a reasonable period of time following termination to ensure that the correct amount is paid (e.g., to account for any cancellations or returns). Upon any termination of this Agreement, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 5, 9, 10, 12, 13, 14, 16, 17, 18, 19, and 20, together with any accrued but unpaid payment obligations of Merchant under this Agreement, will survive the termination of this Agreement. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

11. Indemnification:

11.1. Merchant will defend, indemnify, and hold harmless, Company, its third party licensors and publisher partners, and its affiliates, and each of its and their respective officers, directors, members, managers, employees, sub-licensees, contractors and agents (collectively,

“Indemnified Parties”) from and against any and all claims, actions, losses, liability, damages, fines, costs, and expenses (including reasonable legal fees and expenses) arising from or related to: (a) any breach of the Agreement by Merchant (including, but not limited to, any representations and warranties made herein); (b) any violation of any law or regulation arising from or in connection with Merchant’s participation in the Marketplace; (c) any allegation arising from or relating to any content provided by Merchant, including, but not limited to, any allegation that any content provided by or on behalf of Merchant infringes or otherwise violates any trademark, trade name, service mark, copyright, license, trade secret, right of privacy or publicity or other intellectual property or proprietary right of any third party, constitutes false advertising, is defamatory and/or is in violation of any law or regulation; (d) any claim by any third party related to the products or services provided by Merchant; and/or (e) any third party dispute with Merchant, any injury suffered by a third party at Merchant’s place of business or any other related issue.

12. Limitation of Liability:

12.1. Company will not be liable for indirect, incidental, special, consequential, or exemplary damages (including any loss of revenue, profits, goodwill, use, or data) arising in connection with this agreement, policies on the website, operational documentation, the Company’s website, or the service offerings (as defined in this agreement), even if company have been advised of the possibility of those damages. Further, Company’s aggregate liability arising in connection with this agreement and the service offerings will not exceed the total fees paid or payable by Merchant under this agreement in the six months immediately preceding the date on which the event giving rise to the most recent claim of liability occurred.

13. Disclaimers:

13.1. All commercial/contractual terms are offered by Merchant and agreed upon between Merchant and Customers alone. The commercial/contractual terms include (without limitation) price, shipping costs, payment methods and terms, date, period, and mode of delivery, and warranties related to Wellness Services. Company does not determine, advice, have any control, or in any way involve itself in the offering or acceptance of such commercial/contractual terms between Merchant and Customers.

13.2. Company does not make any representations or warranties regarding specifics (such as quality, value, and salability) of the items or services proposed to be sold, offered to be sold or purchased on the Website. Company does not implicitly or explicitly support or endorse the sale or purchase of any items and services on the Website. Company accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

13.3. Company is not responsible for any non-performance or breach of any contract between Merchant and Customers. Company cannot and does not guarantee that Merchant and Customers concerned will perform transaction(s) concluded on the Website. Company shall not and is not required to mediate or resolve disputes or disagreements between Merchant and Customers.

13.4. Company does not make any representations or warranties regarding item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its users. Merchants are advised to independently verify the bona fides of any particular Customer, in case chosen by Merchant, to deal with on the Website and use its best judgment in that regard.

13.5. The Company does not at any point in time during a transaction between Merchant and Customer on the Website come into or take possession of any of the products or services offered by Merchant, gain title to or have any rights or claims over the products or services offered by Merchant to the Customer.

13.6. At no time shall Company hold any right/title to or interest in the items nor have any obligations or liabilities with respect to such a contract. Company is not responsible for

unsatisfactory or delayed performance of services, damages, or delays as a result of items which are out of stock, unavailable, or back-ordered.

13.7. The Website is only a platform that can be utilized by the Merchant to reach a larger Customer base to sell items or services. Company only provides a platform for communication and it is agreed that the contract for sale of any products or services shall be a strictly bipartite contract between Merchant and the Customer.

14. Policies and Pricing:

14.1. Customers who buy products through this “ZingUpLife” Marketplace will be deemed to be Customers of the Company. Accordingly, all of Company’s rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. Company may change its policies and operating procedures at any time. For example, if required, Company will determine the prices to be charged for products sold under this Agreement in accordance with Company’s own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect the products that Merchant has listed on Merchant’s website; Merchant website may only show prices when Company serves the link in which those prices are displayed. Company will use commercially reasonable efforts to present accurate information, but cannot guarantee the availability or price of any particular product.

15. Independent Investigation:

15.1. Merchant acknowledges that Merchant has read this Agreement and agrees to all terms and conditions as laid down in this Agreement. Merchant understands that Company may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate Websites that are similar to or compete with Merchant’s website. Merchant have independently evaluated the desirability of listing its Wellness Services on the Website and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

16. Compliance with Laws:

16.1. As a condition to the usage of the Marketplace by the Merchant, Merchant agrees that during the term of its usages of the Marketplace, Merchant will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over Merchant, whether those laws, etc. are now in effect or later come into effect during the time the Merchant is a party to this Agreement. Without limiting the foregoing obligation, Merchant agrees that as a condition of listing the Wellness Services in the Marketplace, Merchant will comply with all applicable laws (federal, state or otherwise) that govern marketing email and all other antispam laws.

17. Governing law and Disputes:

17.1. This Agreement will be governed by the laws of the Republic of India, without regard to the principle of conflict of laws. The courts at Bangalore shall have the exclusive jurisdiction over any dispute relating or arising in any way from the matter under the Program or this Agreement. Notwithstanding anything to the contrary in this Agreement, Company may seek injunctive or other relief in any court of Bangalore, for any actual or alleged infringement of Company or any other person or entity’s intellectual property or proprietary rights. Merchant further acknowledges and agrees that Company’s rights in the content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

18. Relationship of Parties:

