

## Seller Agreement

This Market Place Agreement ("Agreement") is entered at Gurugram on \_\_\_\_ day of \_\_\_\_\_ 2019 and shall be effective from \_\_\_\_\_ ("Effective Date")

**Intense eServices Creation Private Limited**, an existing company under the provisions of Companies Act, 2013, having its registered office at 16, Rajendra Park, Gurugram 122001 (HR). This is referred to as, "**Toppersdeal.com (E-commerce)**" which expression shall unless it is repugnant to the context or meaning thereof, be deemed to mean and include all its successors and assigns of the FIRST PART

And

\_\_\_\_\_, an Individual/Proprietorship/Partnership/existing company under the provisions of Companies Act, 1956/2013, having its registered/corporate/business office at \_\_\_\_\_(hereinafter referred to as, "**Seller**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and assigns of the SECOND PART; / (In digital agreement, "**Seller**" means entity referred to in Seller's details form).

"**Toppersdeal.com (E-commerce)**" and "**Seller**" are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".)

WHEREAS:

A. **Toppersdeal.com (E-commerce)** owns and operates an online market place on the website located at the URL 'www.toppersdeal.com' and also mobile application, (collectively referred to as "**Platform**") which acts as an online platform facilitating different Sellers to sell their Products and enabling different Buyers to purchase the Products offered by the Sellers";

B. Seller being desirous of using the Platform to offer and sell various Products of the Seller to the users of the Platform and have completed **Toppersdeal.com (E-commerce)**'s Seller Registration Form to enroll as a registered Seller on the Platform; and

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Definitions:** Unless repugnant to the Context or meaning thereof, the capitalized terms defined herein shall have the following meaning:
  - 1.1. "**Acceptance**" shall mean execution of this Agreement by the Seller or acceptance of this Agreement whether electronically or digitally, by which action the Seller expressly accepts and agrees to be bound by the terms and conditions of this Agreement.
  - 1.2. "**Agreement**" shall mean this Agreement in its entirety, including all content which is referenced and/or hyperlinked in this Agreement.
  - 1.3. "**Buyer**" / "**Customer**" / "**User**" shall mean any user of the Platform who purchases any Product and/or Services of the Seller through the Platform.
  - 1.4. "**Catalogue**" shall mean details relevant to the sale / purchase of the Products, including the Selling Price, an informative description of each Product (including but not limited to the length, breadth and height of the Product) and its contents, by way of text descriptions, graphics, or pictures or videos as provided by the Seller.
  - 1.5. "**Cataloging Fee**" shall mean the fee for creating a Catalogue of the Seller's Products to be offered through Platform.
  - 1.6. "**Shipping Fee**" shall mean the fee payable to **Toppersdeal.com** for availing of the courier services through **Toppersdeal.com**'s Courier Partner(s) and shall mean the courier fee as may be provided from time to time in the Commercial Term Segment.
  - 1.7. "**Courier Partner**" shall mean the courier companies with whom **Toppersdeal.com** has partnered, to enable the Sellers to avail their logistic services for couriating / delivering the purchased Products to the Buyers.
  - 1.8. "**Installation Service**" shall mean the installation services provided to the Seller(s) facilitated by **Toppersdeal.com** through its third party partners for Products sold by the Seller(s) through Platform like air conditioner, television etc. and such services are availed at the Buyer's premises.

- 1.9. **"Invoice"** shall mean the invoice as may be raised by the Seller on the purchase of a Seller's Product and /or Services by a Buyer, through the Platform.
- 1.10. **"List Price"** shall mean the price of a Product in INR at which a product is listed at Platform by the Seller.
- 1.11. **"Listing Fee"** shall mean the fee for listing a Product on Platform.
- 1.12. **"Malpractice"** shall mean and include but not limited to selling and delivering wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished or previously owned Products by Seller to Users/Buyers.
- 1.13. **"Marketing Service"** shall mean the marketing, branding & promotions services provided by the Seller to **Toppersdeal.com** as per **Toppersdeal.com**' requirement conveyed to the Seller from time to time.
- 1.14. **"Maximum Retail Price (MRP)"** shall mean the price in INR imprinted on Product inclusive of all taxes.
- 1.15. **"Order"** shall mean the order placed by the Buyer online through the Platform for the purchase of Seller' Products and Services.
- 1.16. **"Packaging Material Charges"** shall mean the charges as may be provided in the Commercial Term Segment as Packaging Service charges.
- 1.17. **"Payment Collection Fee"** shall mean the fee (or percentage) as may be provided in the Commercial Term Segment as payment collection fee.
- 1.18. **"Platform"** shall mean the online market place on the website located at the URL [www.toppersdeal.com](http://www.toppersdeal.com) or Toppersdeal mobile applications, Toppersdeal IVR, Toppersdeal WAP (individually or collectively) which acts as an online platform for different Sellers to sell their Products and for different Buyers to purchase the Products offered by Sellers.
- 1.19. **"Toppersdeal Marketplace Fee"** shall mean fee payable to **Toppersdeal.com** by the Seller as per Commercial Terms and includes call center charges.
- 1.20. **"Toppersdeal.com Policies"** means the various policies which **Toppersdeal.com** may issue and make applicable on the Seller from time to time including but not limited to Seller Panel Terms of use of the Platform which are applicable to the Seller.
- 1.21. **"Product(s)"** shall mean the Product(s) made available by the Seller, or any related deal/gift card, for sale on the Platform.
- 1.22. **Prohibited item(s)** are the products and services as mentioned in **Annexure 1** to this Agreement or prohibited by any applicable law for the time being in force.
- 1.23. **"Seller Panel"** shall mean a web page / account on the Platform provided by **Toppersdeal.com** to the Seller with a unique login id and password to update the order status, price and inventory of the Products on the Platform.
- 1.24. **"Seller Proceeds"** shall mean the net amount receivable by the Seller after deduction of the **Toppersdeal.com** Marketplace Fee, Payment Collection Fee, Courier Fee and other charges (if any) from the Selling Price.
- 1.25. **"Selling Price"** shall mean List Price less any discount (if any) offered by Seller and which is the final price of the Product in INR that Buyer pays.
- 1.26. **"Shipment SLA"** shall mean SLA for dispatch mentioned on each Product page, and it is Seller's responsibility to honor Shipment SLA.
- 1.27. **"Term"** shall mean the period starting from the Effective Date of this Agreement by the Seller till the termination of this Agreement in accordance with Clause 11 provided below.
- 1.28. **"Transaction"** shall mean a bipartite transaction for the sale by the Seller and Buyer for purchase of Products through the Platform.
- 1.29. **"Territory"** shall mean the Republic of India.

## 2. SELLER REGISTRATION

- 2.1. Use of this marketplace for the Sale of Products through the Platform is limited to the Seller who can lawfully enter into legally binding contract and has completed the registration process and provided relevant details as required by **Toppersdeal.com**. Seller represent that Seller, in Seller's individual capacity and/or as an authorized representative of the entity (i.e., is eligible to legally bind the said entity) by registering as a Seller on the Platform and further represents that the Seller is competent to contract, is at least eighteen (18) years of age, is of sound mind and is not disabled by any Law in India from entering into this Agreement.
- 2.2. Seller also represent that the Seller has provided to **Toppersdeal.com**, Seller information such as name, address i.e. address of registered office and principal place of business, contact details, email address, mobile / Landline No., bank account details, PAN No., Goods and Service Tax Registration Number (GSTN)/certificate, Harmonized System Nomenclature Code/Service Accounting Code and other necessary compliance related details through the Seller Registration Form and that such information is true and correct as on date and the Seller undertakes to keep the same updated at all times during the subsistence of this Agreement. The requirement of providing Goods and Service Tax Registration is mandatory for all Sellers doing sale of Products/Services through the Platform.

- 2.3. Seller will be responsible for maintaining the confidentiality of the Seller Panel and the information provided therein and shall be fully responsible for all activities that occur under Seller's Seller Panel. Seller shall neither disclose nor part with the Seller Page credentials to anyone including any third party aggregators for the purpose of managing Seller's inventory and fulfilling Seller orders. Seller agree to (a) immediately notify **Toppersdeal.com** of any unauthorized use of Seller's account information or any other breach of security, and (b) ensure to log out from the Seller Panel at the end of each session. **Toppersdeal.com** cannot and will not be liable for any loss or damage arising from Seller's failure to comply with this Section. Seller shall be solely responsible for any losses, damages as may be incurred by or any other user of, or visitor to, the Platform due to authorized or unauthorized use of Seller Panel as a result of Seller's failure in keeping the Seller Panel and the account information secure, absolute, correct and confidential.
- 2.4. Seller agrees and undertakes that Seller shall access Seller Panel of **Toppersdeal.com** only from the website having url: [www.seller.toppersdeal.com](http://www.seller.toppersdeal.com) and shall not access the Seller Panel of **Toppersdeal.com** through the website of any third party aggregators by sharing the Seller Panel credentials given to the Seller by **Toppersdeal.com**.
- 2.5. Seller agrees that as a registered Seller of the Platform, Seller shall not transfer/sell/trade the Seller Panel to any other person or entity.
- 2.6. **Toppersdeal.com** reserves the right to determine the Sellers who may sell on the Platform. **Toppersdeal.com** also reserves the right to suspend access to registered Sellers to the Platform and the Seller Panel, or to terminate such access granted under this Agreement, without assigning any reasons thereto. **Toppersdeal.com** also reserves the right to select / delist the Products displayed/offered for sale or to be displayed/ offered for sale on the Platform.

### 3. SELLER OBLIGATIONS –

#### A. For SALE AND DELIVERY OF THE PRODUCT

- 3.1. Seller shall upload the Product listings for the sale of the Products in the appropriate category, through the Seller Panel. Seller shall also be required to provide all Catalogue details along with the MRP and List Price and confirms and acknowledges that such Catalogue details shall be in compliance with all applicable laws including but not limited to the Legal Metrology Act.
- 3.2. Seller represents and undertakes that Seller shall provide accurate and complete Product information on the Seller Panel/Platform. The Seller further undertakes that the product description as displayed on Seller Panel / Platform shall not be misleading or in violation of any legal provision and shall describe the actual condition of the Product. If the sold / supplied Product does not match the Product description displayed on the Platform, Seller undertakes that he shall be liable for all the consequences thereof including the legal consequences and agrees to refund any amounts that Seller may have received from the Buyer and compensate and indemnify **Toppersdeal.com** of any entailing legal consequences or otherwise losses suffered by it.
- 3.3. Seller shall be responsible for ensuring that the Seller Panel is updated and reflects the real -time availability / non-availability of the Products listed on the Platform. **Toppersdeal.com** shall not be responsible for claims made by Buyers for inaccurate Product availability details that are displayed on the Platform due to any negligence / default on the part of Seller to provide updated and accurate Product information. Seller shall be required to retain an adequate inventory of the Products listed on the Platform, for successful fulfillment of Orders.
- 3.4. Seller shall not attempt to sell any products falling in the category of product prohibited for sale in India under any law for the time being in force. However **Toppersdeal.com** may from time to time as may be applicable provide for any product not allowed to be sold through Platform (Annexure 1) in addition to the category of product prohibited for sale in India under any law for the time being in force. **Toppersdeal.com** shall be entitled to block all such products and shall also have the right to suspend or terminate the Seller's access to the Seller Panel and the Platform and/or terminate this Agreement forthwith.
- 3.5. When a Buyer elects to purchase a Product through the Platform, the order so received shall be reflected in the Seller Panel and Seller hereby authorizes **Toppersdeal.com** to receive the payment in respect of the said Order for the Product on behalf of the Seller only in the capacity of an online marketplace. All commercial/contractual terms in respect of the Product/Services are offered by Seller and agreed upon between Seller and Buyer alone. The commercial/contractual terms in respect of Product/Services include (without limitation) price, shipping costs, payment methods and terms, date, period, and mode of delivery, and warranties and after-sales services related to products and/or services. **Toppersdeal.com** does not determine, advice, have any control, or in any way involve itself in the offering or acceptance of such commercial/contractual terms in respect of Product/Services between Sellers and

buyers. Seller understands, agrees and acknowledges that **Toppersdeal.com** is an intermediary which facilitates the online transaction for sale of Products/Services between the Seller and Buyer and that there is no privity of contract between the Buyer and **Toppersdeal.com**; and it shall be a bipartite transaction between the Seller and Buyer and **Toppersdeal.com** shall not be a party to the same.

- 3.6. For all Orders placed on the Platform, payments shall be collected by **Toppersdeal.com** on behalf of the Seller, in the mode (i.e., payment gateway, cash on delivery) as opted for by the Buyers. Seller hereby authorizes **Toppersdeal.com** to process, facilitate, collect and remit payments to Seller, (collected either electronically, or cash on delivery), from the Buyers in respect of sale of the Products through the Platform. Use of the payment facility shall not render **Toppersdeal.com** liable or responsible for breach of representations and warranties, non-provision of after-sales or warranty services or fraud as regards the products and/or services listed on the Platform. Seller also agrees and acknowledges that the payment facility provided by **Toppersdeal.com** is neither a banking service nor a financial service but is merely a facilitator/facilitating the service of providing an automated online electronic payment system, using the existing authorized banking infrastructure and credit card payment gateway networks or payment through cash on delivery, for the transactions through the Platform. Further, by providing the payment facility, **Toppersdeal.com** is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the Platform.
- 3.7. On the Buyer making the payment of the Selling Price through the payment gateway provided on the Platform, opting for cash on delivery, Seller will be intimated of the same through the Seller Panel.
- 3.8. **Toppersdeal.com** shall provide the necessary backend infrastructure for capturing the Buyer/order details placed on Seller. Orders placed by the Buyer will be forwarded to Seller/reflected in the Seller Panel. Seller shall package the Product(s) in accordance with the applicable packaging guidelines including if any issued by **Toppersdeal.com** from time to time and dispatch the Product(s) to the Buyer.
- 3.9. Seller shall ensure that the purchased Product is dispatched to the Buyer, within Shipment SLA, along with all the required information, manuals, accessories (where applicable) warranty documents (where applicable) and any other relevant documents, to enable the Buyer to optimally use the Product purchased.
- 3.10. Issuing correct and complete Invoice is the sole and primary responsibility of the Seller. Seller shall issue an Invoice in the name of the Buyer, which Invoice shall be sent to the Buyer along with the Product. The Seller shall ensure that the Invoices raised by the Seller shall be in compliance with the Goods and Service Tax Law and other applicable laws. Seller shall be responsible to update the Seller Panel to reflect this development. Seller shall maintain details of all Invoices as per applicable tax laws and shall be solely responsible to maintain proper records of such Invoices including but not limited to maintenance of books of accounts in respect of the Transactions through the Platform.
- 3.11. Seller shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000, Rules and Guidelines framed there under as applicable and amended from time to time, Legal Metrology Act, 2009 related rules and Guidelines and also all applicable domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in force), including the guidelines issued from time to time by Department of Industrial Policy and Promotions and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to regulations of GST, Income Tax, Local Levies etc.) regarding Seller's listing, and sale of products and/or services through the Platform. Seller shall ensure not to list or engage in any transaction in a Product and/or service, which is expressly prohibited under this Agreement or is unlawful, illegal or prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
- 3.12. **In case of Products and in case if the same is applicable to the Seller.**
  - 3.12.1. The Seller shall in particular ensure that if any of Seller Products listed on the Platform qualifies as an "Antiquity" or "Art treasure" as defined in the Act ("Artwork"), Seller shall indicate that such Artwork is "non-exportable" and sold subject to the provisions of the Antiquities and Art Treasures Act, 1972, and shall ensure that it is not delivered to any Buyer at any place outside India.
  - 3.12.2. The Seller shall ensure that all descriptions, disclosures, advertisements, packaging and labelling ("Product Description") of the Products are in accordance with provisions of all applicable laws & Rules, including but not limited to, the Food Safety and Standards Act, 2006 and /or the Legal Metrology Act, 2009 and /or the Drugs and Cosmetics Act, 1940 & the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1945 (as may be applicable), notifications issued and the regulations and rules made thereunder for listing, distributing, marketing, offering and exposing for sale and selling the Products on the Platform. The Seller confirms that all such Product Descriptions will continue to be in compliance with all applicable laws & Rules for so long as the Agreement subsists between the Seller and **Toppersdeal.com**.

The Seller undertakes that he has all requisite licenses, approvals, permits and permissions ("Permits") under the Food Safety and Standards Act, 2006 and/or Drugs and Cosmetics Act, 1940 (as may be applicable), notifications issued and the regulations and rules made thereunder and all other applicable laws for listing, distributing, marketing, offering and exposing for sale and selling the Products on the Platform. The Seller confirms that all such Permits will continue in force for so long as the Agreement subsists between the Seller and **Toppersdeal.com**. The Seller has conducted adequate due diligence and verified that the manufacturer, wholesaler, distributor of the Product has all requisite licenses, approvals, permits and permissions under the Food Safety and Standards Act, 2006 and/or Drugs and Cosmetics Act, 1940 (as may be applicable), notifications issued and the regulations and rules made thereunder for the Products. The Seller confirms that the Seller shall continue to ensure that all Products displayed on Seller Panel/Platform and sold by the Seller have been manufactured, sold, distributed, stocked in accordance with all applicable laws. Whereas, the responsibility towards correctness of declarations about the products on Seller Panel/Platform shall lie with the Seller, **Toppersdeal.com** and its partners shall have the right to check and verify Product related details like MRP, Expiry/Best Before date, Batch No., Country of Origin, size, weight etc. (as required) to ensure Seller's compliance of all applicable laws and **Toppersdeal.com** shall have the right to take necessary action against the Seller in cases of non-compliance and may disable product from Seller Panel/Platform on receipt of knowledge / information of any non - compliance any law or rules.

- 3.12.3. Seller acknowledges, agrees and undertakes that he / it will never obliterate, smudge or alter the Maximum Retail Price (MRP) indicated by the manufacturer or the packer or the importer. In the event of Seller being found in violation of this clause, **Toppersdeal.com** at its sole discretion may impose penalty of INR 10000, recover GMV of the concerned product (s), indemnify itself of all the losses, damages, legal risks / costs or may decide to impose a greater penalty and recover more damages in terms of clauses 3.27 and 3.28 of this Agreement and **Toppersdeal.com** may further decide to suspend Seller for further business till he / it pays the so imposed penalty and or damages and **Toppersdeal.com** may also terminate the Agreement in the event of finding second and subsequent such violations on part of Seller. The Seller further agrees and understands that it shall be directly liable to face trial or proceeding if any undertaken under any law or under Legal Metrology Act, 2009 and also indemnify **Toppersdeal.com** if it is impleaded in any manner in such proceedings or trials for defaults committed by Seller.
- 3.13. Seller agrees, understands and acknowledges that **Toppersdeal.com** is an online marketplace and Seller may choose to avail of the support services provided by the enabling partners/third party service providers with whom **Toppersdeal.com** as a marketplace has tied up. For instance support services like logistics, order fulfillment and other services that may be provided by **Toppersdeal.com** from time to time as a marketplace. The default fulfillment model provided by **Toppersdeal.com** for the delivery of purchased Products to the Buyers is the **Toppersdeal.com** LMD (Last Mile Delivery) Model as detailed herein below. **Toppersdeal.com** may, at its discretion, introduce other Fulfillment models other than those listed in this Clause, at any time in the future. On introduction of such other Fulfillment models, **Toppersdeal.com** may, at its discretion, offer these options to all or select Sellers. The Four (4) models are detailed below for the Sellers information.
- 3.13.1. Model 1 "**Toppersdeal.com** LMD Model - (Default Model)" Seller will be responsible for packaging and shipping the right Product and right quantity to the Buyer via courier through **Toppersdeal.com** LMD network. **Toppersdeal.com** will assign Courier partner for each shipments and designated courier partner shall collect the shipments from Seller's pick up center or warehouses.
- 3.14. In accordance with the GST laws, the Seller shall be solely responsible to issue documents such as Invoices, delivery challans etc. as required for transportation of Products from one place to another and neither **Toppersdeal.com** nor the Courier Partners with whom **Toppersdeal.com** as a marketplace has tied up, shall be responsible for any loss arising due to confiscation of goods by governmental agencies on account of lack of proper documentation, misdeclaration etc.
- 3.15. Pursuant to Rule 138 of Central Goods and Services Tax (CGST) Rules 2017, the Seller hereby authorize **Toppersdeal.com** and/or the Courier Partner to furnish the details in Part-A of FORM GST EWB-01 and generate the E-way bill for facilitation of delivery of Products to the Buyers as well as for the Products returned by the Buyers.

## B. NON-DELIVERY OR RETURN OF PRODUCTS

- 3.16. Non delivery/return of the Product due to fault of the Seller : Where the Product has not been delivered/ has been returned due to any reason/fault attributable to Seller, then **Toppersdeal.com** shall on behalf of the Seller refund to the Buyer the Selling Price paid by the Buyer to purchase the Product and Seller shall be liable to pay **Toppersdeal.com** and **Toppersdeal.com** shall be entitled to recover from Seller - **Toppersdeal.com** Marketplace Fee, Courier Charges, Payment Collection Fee, and Seller Proceeds (where **Toppersdeal.com** has remitted the Seller Proceeds to the Seller) for that Product.
- 3.17. Non delivery/return of the Product due to any other reason: Where the Product has not been delivered/ has been returned due to any reason which is not attributable to the Seller, then **Toppersdeal.com** shall on behalf of the Seller refund to the Buyer, the Selling Price paid by the Buyer to purchase the Product and shall cause the Product to be returned to the Seller. Upon confirmation of the return of Product back to Seller in appropriate condition, **Toppersdeal.com** shall recover any proceeds paid to Seller for that Product.
- 3.18. Seller agrees and acknowledges that **Toppersdeal.com** shall be entitled to recover/adjust any outstanding amount due and payable by Seller to **Toppersdeal.com** under this Agreement from any Seller Proceeds payable to Seller and Seller undertakes not to object to such recovery/adjustment.
- 3.19. In the event of any default by Seller to deliver the Product to the Courier Partners (and therefore to the Buyer) on time or at all, Seller shall immediately update the Seller Panel / send an email to **Toppersdeal.com** informing of such non-delivery and the reasons thereof, immediately on the occurrence of such event. In such events, **Toppersdeal.com** at its discretion might cancel such orders and mark them under Seller
- and refund on behalf of the Seller the amount, if any paid by the Buyer for that Product.
- 3.20. Seller hereby agrees to accept all Products (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.
- 3.21. Seller's shipment SLA and related obligations shall be as mentioned in the Commercial Terms Segment.

#### **C.GENERAL OBLIGATIONS OF THE SELLER**

- 3.22. Seller shall maintain records of all the Products purchased by the Buyers through the Platform, all returns, refunds, etc., as may be required for audit and regulatory purposes and for the Platform's Customer service purposes.
- 3.23. During the Term, Seller shall appoint a representative, who shall be **Toppersdeal.com**'s point of contact for any and all matters related to this Agreement, including but not limited to all sales and delivery related matters.
- 3.24. Seller shall be solely responsible and liable for any complaints and queries of Buyers with respect to the Products, delayed delivery or non-delivery of the Products purchased or any complaints with respect to the quality or quantity of the Products sold through the Platform.
- 3.25. Seller shall be solely responsible for making any representations or warranties with respect to the quality of the Product to the Buyer, including all relevant Product warranties.
- 3.26. Seller hereby confirms and declares that it is not a Related Party under the meaning of the Companies Act, 2013 and any Rules thereto and undertakes to disclose the same forthwith to **Toppersdeal.com** in the event if becomes a related party. Seller further confirms and declares and undertakes that it shall provide to **Toppersdeal.com** the information about its group companies which have listed their product/Services for offering their product for sale through the Platform.
- In the event of Seller and/or its group companies exceeding 25% of the total volume of Sales affected by all the Seller entities through the Platform, **Toppersdeal.com** shall have the right and be entitled to suspend/terminate the Product and/or Services through the Platform and/or this Agreement for such further period, in compliance with the guidelines issued by the Department of Industrial Policy and Promotion (DIPP) under intimation to Seller and the said suspension/termination of the Product and/or Services shall not be deemed to be a breach by **Toppersdeal.com** of this Agreement. Seller shall inform **Toppersdeal.com** about details of all its related parties as mentioned above in the following format :
- a) Name and MID of the related Seller
  - b) Relation with such Seller

#### **D.OBLIGATIONS OF THE SELLER ON MALPRACTICE**

- 3.27. Seller confirms and understands that selling and delivering wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished, non-compliant or previously owned Products through the Platform will cause great prejudice and harm to the reputation and goodwill of Toppersdeal.com and may also cause harm and prejudice to the Buyers. Seller acknowledges and warrants that Seller shall not sell any Product which may

cause prejudice or harm to the reputation and goodwill of Toppersdeal.com. Toppersdeal.com reserves the right to remove/block any such listings of Products including without limitation of termination of this Agreement and impose and deduct from the outstanding payments of the Seller without prior consent of the Seller or recover damages from the Seller if the Seller is found to be involved in any malpractice. The Seller acknowledges that Toppersdeal.com shall impose, deduct or recover Rs. 10 Crores (Rupees Ten Crores only) or annual Marketplace GMV whichever is higher, as damages from Seller and terminate the Agreement forthwith without assigning any reason if the Seller is found to be indulged/involved in any malpractice. Toppersdeal.com reserves the right to adjust the above amount from any amount accrued to Seller pursuant to this Agreement.

- 3.28. Seller undertakes and agrees that product Catalogue listing details on Platform shall be true, correct, and duly authorized and shall not be misleading, fraudulent, false, unauthorized, illegal and shall not contain any misrepresentation of facts to induce users to order the Seller's Products listed on Platform. If the Seller is found to be involved in any such misrepresentation or illegal activity or malpractices, the Seller acknowledges that **Toppersdeal.com** reserves its right to terminate this Agreement immediately and claim damages to the extent of Rs. 10 Crores (Rupees Ten Crores only) apart from making Seller liable for criminal prosecution if any.
- 3.29. Seller undertakes and agrees to dispatch and deliver only those genuine and original products that were ordered by the Buyer through the Platform and not to dispatch empty box or any other product of lesser value or any other material which is not ordered. If Seller is found to be involved dispatching or delivering empty box or any other product of lesser value or any other material which is not ordered by the Buyer thereby resulting in loss of reputation or goodwill, the same shall be regarded as gross violation of the terms and conditions of this Agreement and Seller acknowledges that **Toppersdeal.com** reserves its right to take recourse to such legal actions and remedies as may available to it including but not limited to as contemplated under sub-clause 3.27 and 3.28.
- 3.30. Seller undertakes and agrees that he shall not collude with any User/s or Buyer for the purpose of consumption of any offer including but not limited to cash back amount through false and fraudulent transaction or represent/pose as User/Buyer in order to consume any offer including but not limited to cash back offer of **Toppersdeal.com**. Seller further acknowledges and undertakes that he shall not place orders of its own Products listed on **Toppersdeal.com**' Platform either directly or indirectly including through its own or relative's account for earning any cash back offers, etc. In case the Seller is found to be involved in such activity, the same shall amount to malpractice under this Agreement and the Seller acknowledges that **Toppersdeal.com** reserves its right to take action as contemplated under sub-clause 3.27 and 3.28 or may recover 3 times of amount of GMV of the product(s) concerned plus the cash back if any offered.
- 3.31. Seller undertakes and confirms that it deals only in original, legitimate and genuine Products and in which it owns rights, which are either self-manufactured and/or procured from legitimate channels and in compliance with all the legal requirements. Seller further undertakes that it shall not sell fake/spurious/non authentic products on the Platform. If the Seller is found to be selling fake/spurious/non - authentic products, the same shall amount to gross violation under this Agreement and the Seller acknowledges that **Toppersdeal.com** reserves its right to take action as contemplated under sub-clause 3.27 and 3.28 and direct Seller to forthwith disable such product from **Toppersdeal.com**' Platform and the Seller agrees to abide by such direction and advise of **Toppersdeal.com** and Seller would be liable to face further consequences if any thereof. For the purpose of this Agreement, fake/spurious/non authentic products shall means and include but not limited to the following:-
- a) If the product received by the User is different from that shown/displayed in the image uploaded on the Platform by the Seller
  - b) If the Seller is not authorized to sell a product which may either be branded /non branded
  - c) If a Seller commits a warranty for a product on Platform which it is not authorized to provide
  - d) If the Seller interchanges warranties between Seller and brand/Manufacturer/Service Provider as may be applicable
  - e) If the Seller tampers with Maximum Retail Price (MRP) label of the product, uses outdated packages, makes false representation as to price, date and quality and tampers with any packaging as mandated by Legal Metrology Act and all other applicable laws.
- 3.32. Seller undertakes and confirms that while listing the inventory of the Product, the Seller has physical possession and owns such quantity of product as listed on **Toppersdeal.com** and further undertakes to fulfill the orders placed by the buyer promptly. In the event of delay in shipment/delivery of Product or Seller

cancellation of orders due to non-availability of Product, the Seller acknowledges that **Toppersdeal.com** reserves its right to take action as contemplated under sub-clause 3.27 and 3.28.

- 3.33. Seller acknowledges that **Toppersdeal.com** has the right to cap the maximum quantity of Product that the Seller may list in Platform in order to control the maximum number of order Seller can receive and deliver the orders on time.
- 3.34. Seller acknowledges agrees that **Toppersdeal.com** shall have the right to hold/deduct/adjust Order amount, costs, penalty, expenses along with attorneys fee with respect to any litigation filed against **Toppersdeal.com** by an aggrieved customer or any third party with regard to Seller's products / services the reason for which is attributable to Seller.
- 3.35. Seller confirms that Seller shall not create multiple accounts with **Toppersdeal.com** which may lead to misrepresentation of identity of the account holders of those accounts. Seller may also not create multiple IDs under the category of user/Buyer wherein the identities of those User/Buyer accounts do not represent the Seller. Seller is in gross violation of the Agreement if he holds multiple User/Buyer or Seller accounts.

#### E. OBLIGATIONS OF THE SELLER WITH RESPECT TO PROVIDING MARKETING SERVICES

- 3.36. Seller shall provide marketing / branding services to **Toppersdeal.com** in its Store as and when required by **Toppersdeal.com**. The Seller shall provide the below mentioned services as per requirement:
  - a. Seller shall provide its dedicated bandwidth / resource for branding of **Toppersdeal.com** at its Store. Resource(s) deployed by Seller shall promote **Toppersdeal.com** to the Buyer at the Seller's Store.
  - b. Marketing Services shall include all kind of promotions and branding including placing any kind of **Toppersdeal.com**'s branding material (hoardings / stickers / boards etc.) inside or outside Store.
  - c. Seller shall ensure that Buyer's adaptability of **Toppersdeal.com** increases by encouraging various Buyers to do online transactions on toppersdeal.com mobile application.
- 3.37 Marketing Service Fee for Marketing Service provided by Seller to **Toppersdeal.com** will be decided on a campaign to campaign basis. It may be decided as fixed amount based on the specific period or may be based on traffic generated by the Seller by encouraging Buyer to do online transactions.

#### 4. PAYMENT TERMS

- 4.1. Seller shall quote the best, lowest and competitive Selling Price (inclusive of all applicable taxes and charges) for each Product on the Platform.
- 4.2. The Parties mutually agree that **Toppersdeal.com** shall have the right to amend/update the **Toppersdeal.com** Fee percentage applicable to any Product/Service as provided in the Annexure 2 (Commercial Term Segment), with notice of the same to Seller by way of an email and/or a notification on the Seller Panel detailing such modifications/ amendments/ revisions to the **Toppersdeal.com** Fee. It shall be the Seller's responsibility to review the emails / notifications by **Toppersdeal.com** from time to time. Seller's continued use of Seller Panel (including any updated information in Seller Panel, listing of Products, inventory maintenance, etc.) or no response to **Toppersdeal.com** within 72 hours after such modifications/ amendments/ revisions of the **Toppersdeal.com** Fee shall be deemed as acceptance of such modifications/ amendments/ revisions. In case of any objection from the side of the Seller for any change in **Toppersdeal.com** Fee, the same shall be notified by the Seller to **Toppersdeal.com** within maximum 30 days from the date of amendment/update and the Parties shall mutually resolve the objection.
- 4.3. Seller may provide a discount / offer on the Products. The Selling Price of the Products offered for sale by the Seller on the Platform shall be in accordance with applicable laws, rules and regulations (i.e. either equal to, or less than, the maximum retail price of that Product). The maximum retail price, along with other statutory declarations, shall be mentioned on each Product and/or on its packaging in accordance with applicable laws.
- 4.4. The Selling Price in respect of a Product purchased by a Buyer shall be received in full by **Toppersdeal.com** either through the online system, i.e., the payment gateway offered by **Toppersdeal.com** on the Platform, or by way of cash on delivery
- 4.5. Seller will be responsible for payment of all applicable taxes including GST, local levies or other charges levied by Central/State/local authorities etc., as per prevailing government rates. For the purpose of this Agreement, GST shall include the Central Goods and Services Tax (CGST), the State Goods and Services Tax (SGST), Union Territory Goods and Services Tax (UTGST) and/or the Integrated Goods and Services

Tax (IGST), compensation cess or any other indirect taxes including cess as may be applicable. The Seller hereby agrees to provide **Toppersdeal.com** with the respective GST TIN Numbers on which **Toppersdeal.com** shall raise the invoices. In absence of the same, **Toppersdeal.com** shall raise the invoices based on the available address for communication of the Seller and the Seller shall have no objections to the same.

- 4.6. Seller agrees and acknowledges that **Toppersdeal.com** retains the right to deduct tax collected at source "TCS" as per GST law or any other taxes (at rates prescribed under the applicable law), for the Seller with respect to physical goods at net value exclusive of taxes and with respect to services at gross value inclusive of taxes. The Seller shall be responsible for reconciliation of Tax Collected at Source (TCS) with **Toppersdeal.com** statements, within the timelines specified by **Toppersdeal.com**, or by law, from time to time. In due compliance of its obligations, **Toppersdeal.com** may remit, the TCS from the Seller, to the respective Central and State Government/Union Territory. Such remittance is in full discharge of obligations on the part of **Toppersdeal.com**. Upon the fulfillment of such obligations, **Toppersdeal.com** shall not be responsible for any inability on the part of the Seller, to claim a tax credit of the applicable tax collected from it by **Toppersdeal.com**.
- 4.7. Any additional details required by **Toppersdeal.com** for computation of TCS like base value, a discount from Seller, etc. shall be provided by the Seller within the timelines stipulated by **Toppersdeal.com**, or by law.
- 4.8. The Seller may be eligible to collect TCS credit basis returns filed by the **Toppersdeal.com** with the applicable governmental authority, and in case of any discrepancy between the returns/entries filed by the Seller and **Toppersdeal.com** the returns/entries filed by **Toppersdeal.com** shall be binding on the Seller. **Toppersdeal.com** shall not be responsible for the denial of TCS credit to the Seller.
- 4.9. Seller agrees and acknowledges that Seller will pay **Toppersdeal.com**, the **Toppersdeal.com** Marketplace Fee, Courier Fee, Payment Collection Fee, any other fee, and applicable taxes on it, as provided in Commercial Term Segment, for all the orders received through **Toppersdeal.com**.
- 4.10. The GST as applicable on any charges/payments/penalties/damages/interest on late payment recovered under this Agreement shall be borne by and charged additionally to the Seller.
- 4.11. **Toppersdeal.com** shall release the payment of the Seller Proceeds to the Seller within the 8th day from the date of delivery of Product to the Buyer, after deducting **Toppersdeal.com** Fee, the Courier Fee, Payment Collection Fee and any other applicable Fee and applicable taxes, as per the Commercial Term Segment.
- 4.12. For any **Toppersdeal.com** Fee deducted in accordance with clause 4.6, **Toppersdeal.com** shall release the TDS amount to the Seller within 30 days after receiving an accurate TDS certificate. TDS deposit is explicit responsibility of Seller to the government on time as per the Income Tax Act.
- 4.13. Seller agrees that **Toppersdeal.com** shall, at all times, have the right and option to deduct / adjust any payments due to, or from, Seller in one transaction, against any payments due to, or from, Seller in other or previous transactions. Further, **Toppersdeal.com** shall have the right to hold Seller's payout for any suspicious sale/transactions done by the Seller.
- 4.14. As **Toppersdeal.com** is providing e-commerce services from its Gurugram office, place of invoicing shall be Gurugram. However, **Toppersdeal.com** reserves the right to raise invoices from any other office located in different State/UT as per its GST registration as applicable in view of the transaction.
- 4.15. If required under applicable law, the Seller shall provide to **Toppersdeal.com** its Goods and Service Tax Compliance Rating and shall ensure to provide a timely update to **Toppersdeal.com** in case of any change in the same.
- 4.16. The Seller acknowledges that each business/office location of the Seller, with different GSTIN shall be considered as a separate entity by **Toppersdeal.com** for invoicing and GST perspective.
- 4.17. It shall be the responsibility of the Seller to provide correct Harmonized System Nomenclature Code/Service Accounting Code to **Toppersdeal.com**, at the time of listing its Products on the Platform, for the purpose of invoicing.
- 4.18. The Seller shall keep **Toppersdeal.com** indemnified against any claims owing to the failure of the Seller to comply with applicable laws including but not limited to GST.
- 4.19. Seller shall provide the information like base value and amount of applicable GST charged for computation of TCS and declaration of such data in GSTR-8 of **Toppersdeal.com**.
- 4.20. If required, the Seller shall issue credit notes as per the format provided in the GST Law and in accordance with applicable laws as per the mode and manner specified by **Toppersdeal.com** from time to time.
- 4.21. Seller shall furnish the correct details of the Customers including Customer's GSTIN while furnishing the GST returns for the sales made to GST registered Customers who have provided their GSTIN details at the time of placing the Order; to enable them to claim the Input Tax Credit of GST.

4.22. In case Seller is unable to pass the GST benefit to the Customer as per statutory timeline and Customer raises the claim request to **Toppersdeal.com**, then **Toppersdeal.com** reserve the right to adjust /deduct the GST amount from the Seller's subsequent payout and make payment to the Customer. In case of such repeated instances by the Seller, **Toppersdeal.com** reserve the right to delist the Seller from the Platform.

## 5. TRANSFER OF OWNERSHIP OF PRODUCT, LOGISTICS AND CONSUMER RIGHTS

- 5.1. Seller agrees that **Toppersdeal.com**'s role is limited to managing the Platform for the display of the Products and other incidental services to facilitate the shopping transactions between Seller and the Buyers. Accordingly, **Toppersdeal.com** is merely an intermediary and is only a platform/facilitator where the Seller may offer its Products for sale. The contract for sale of any of the Products shall be a strictly bipartite contract between Seller and the Buyer. At no time shall **Toppersdeal.com** have any obligations or liabilities in respect of such contract nor shall **Toppersdeal.com** hold any rights, title or interest in the Products. **Toppersdeal.com** shall not be responsible for any unsatisfactory or delayed performance or any actions or inactions of the Seller including delays as a result of the Products being out of stock.
- 5.2. Seller shall ensure that the ownership in the Products purchased will be transferred to the Buyer after successful delivery of the same at the destination provided by the Buyer, until which the ownership in the Products shall vest with the Seller alone. Seller agrees and acknowledges that as a market place, **Toppersdeal.com** will extend its value added services as opted for by the Sellers by providing mandates to **Toppersdeal.com**'s enabling partners for handling of logistics thereby facilitating the smooth functioning of the transaction between Seller and the Buyer and the Seller undertakes to furnish the accurate weights of the Products (i.e., actual weight of the Product and accessories if any, alongwith its Packing) to be shipped by the Courier Partner. In the event of any discrepancy in the weight of the Product provided by the Seller and the weight of the Product provided by the Courier Partner at the time of shipment of pick-up of shipment, the weight provided by the Courier Partner shall be considered to be final and deviations if any in the logistic charges on accounts of such deviations shall be charged to and recovered from the Seller on actual basis. Any damage in transit on account of inadequate/unsuitable packaging will be to the account of the Seller.
- 5.3. Seller hereby agrees to accept all sales return (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.
- 5.4. Seller will offer standard manufacturer's or Seller's warranty actually associated with the Products. However, the Seller agrees that repair, replacement or 100% (one hundred percent) refund of money will be given to the Buyer against any manufacturing defect or damage reported by the Buyer. Seller shall be solely responsible to issue a suitable, duly stamped, manufacturer's warranty card to the Buyer with the Product at the time of dispatch of the Product, if applicable.
- 5.5. The Parties also agree and acknowledge that the primary and sole responsibility for redressal of the Buyer's complaints will rest solely with Seller at all times. The Seller shall furnish requisite information/details/clarification within 3 (Three) working days from the time of receipt of the complaint/query/notification from Buyer/**Toppersdeal.com**, upon failure of which, Seller shall be deemed to be at fault and **Toppersdeal.com** shall be entitled to adjust/deduct/recover amount as applicable.
- 5.6. Seller undertakes to accept all the return shipments irrespective condition of the shipment and any dispute with respect to the condition of the shipment shall be settled only after acceptance of the shipment by Seller. If the shipment is not accepted by Seller, no dispute related to returns shall be entertained by **Toppersdeal.com**.
- 5.7. Seller undertakes to provide its signature along with its stamp with Seller's name /contact number on all return shipments POD Slip. In absence of such evidence on return shipments, no return shipment query will be entertained.
- 5.8. Seller undertakes to put return shipment queries with Seller helpdesk either by email or in writing or through Seller Panel within 72 hours of receiving of shipments failing which such queries of Seller shall not be considered by **Toppersdeal.com**. In case of receipt of damaged product, Seller undertakes to send 360 deg photos within 72 hours of receiving such product; no claims shall be entertained against queries made after 72 hour.
- 5.9. The clauses hereinafter shall be applicable on in case of non-LMD Sellers.
  - 5.9.1. Seller shall mark Orders as shipped only with track-able waybill numbers on courier website. In case any provided waybill is not traceable on courier site or invalid courier name beyond

48 hours of marking orders as shipped, orders will be refunded to Customer on behalf of the Seller and the Seller shall be notified accordingly. The Seller shall instruct its courier to return the shipment back to origin. No return related query shall be entertained by **Toppersdeal.com**.

- 5.9.2. Seller shall deliver the orders in accordance with the time-line mentioned in clause 5 of Commercial Term Segment. Seller confirms and acknowledges that **Toppersdeal.com** reserves its right to refund any order with prior information to the Seller in case of Shipment SLA breach and the Seller shall direct the Courier Partner to return the shipment. In case, the Product is delivered to Customer, the loss of product value shall be to Seller's account.
- 5.9.3. In case the buyer cancels his/her order for any reason whatsoever before the delivery of such order, **Toppersdeal.com** will inform Seller to stop the delivery of the said order and Seller undertakes to arrange return/reverse shipment of the said order. Seller undertakes to promptly inform **Toppersdeal.com** about such return/reverse initiation of shipment and **Toppersdeal.com** confirms that **Toppersdeal.com** shall refund such orders on behalf of the Seller to Buyer on receipt of return/reverse confirmation from Seller. Seller acknowledges that if Seller delivers such order to the Buyer despite **Toppersdeal.com** informing about return/reverse initiation, Seller shall bear the cost of such order and the loss of product value shall be deducted from Seller's account by **Toppersdeal.com**.
- 5.9.4. Seller shall furnish to **Toppersdeal.com** Proof of Delivery ("POD") /Dispatch of order within 72 hours of such request by **Toppersdeal.com**. On failure of Seller to provide the same within 72 hours, **Toppersdeal.com** shall refund the order value to the Buyer on behalf of the Seller and Seller acknowledges that Seller shall bear the loss of such order value. **Toppersdeal.com** can request for POD from Sellers maximum after 20 days post-delivery.
- 5.9.5. In case of delivery of order by in person, it is mandatory for the Seller to share Proof of Delivery with **Toppersdeal.com** along with Recipient Signature and Mobile number. For orders above Rs. 5,000, Seller shall share copy of the Customer ID or Unique ID proof number (Like PAN Card, Voter ID, Driving Licence & AadhaarCard), Recipient's Relation with Customer. In absence of these proofs, no return related query will be entertained by **Toppersdeal.com**

## 6. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant to each other as under:

- 6.1. The Parties have all requisite power and authority, are legally competent to enter and execute the Agreement, deliver and perform their obligations under this Agreement and have been fully authorized by all requisite corporate actions to do so; and
- 6.2. The execution and performance of this Agreement by either Party does not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement.
- 6.3. The Seller undertakes that, at all times during the Term of this Agreement, it will:
- abide and be bound by the terms and conditions of the Agreement, the **Toppersdeal.com** Policies and the other Platform policies, as may be applicable to the Seller;
  - not to offer for sale/sell/deliver any Prohibited items or refurbished Products or to which he has not rights to, on the Platform;
  - deliver the Products to the Buyers in a timely manner consistent with the terms of this Agreement; and
  - deliver the Products in accordance with all applicable laws, rules, regulations, governmental orders, etc., and applicable codes of practice, now or hereafter in effect, relating to the Seller's performance under this Agreement.
  - Seller undertakes to provide the correct weights of the products for accurate charging of Logistics, in case of any discrepancy found in weights **Toppersdeal.com** reserves the rights to correct the weights and charge as per actual.
- 6.4. **Toppersdeal.com** is a provider of Tech platform only and does not provide any discount on price listed by Seller and does not reimburse any discount offered by the Seller. Seller has the sole right and prerogative to list the price of the Products and/or Services that are being offered for sale by the Seller through the Platform.
- 6.5. The Seller represents and warrants that

- 6.5.1. the Seller is competent to contract and is not disqualified from contracting under any law in India.
- 6.5.2. The Seller has and shall maintain all licenses and registrations required for selling the Products online or otherwise during the Term.
- 6.5.3. the Seller shall not describe himself/itself as an agent or representative of **Toppersdeal.com** or make any representations to any Buyer or any third party or give any warranties which are of such a nature that **Toppersdeal.com** may be required to undertake, or be liable for, whether directly or indirectly.
- 6.5.4. the Seller shall not, during the Term, offer the Products listed on the Platform, to any other website or through any other platform, at a price which is less than the Selling Price, as listed on the Platform.
- 6.5.5. the Seller shall not, at any time during the Term, transact with any Buyer directly in connection with the Order through the Platform.
- 6.5.6. There are no restrictions, hindrances or encumbrances of any nature which, in any manner, restrict the performance of the obligations by the Seller under this Agreement.
- 6.5.7. The Seller shall be responsible for payment of the Seller's own taxes and any taxes/levies/cess applicable on the Products sold through the Platform, and shall indemnify and hold harmless, **Toppersdeal.com**, from any liability in this regard.
- 6.5.8. It deals only in original, legitimate and genuine Products which are either self-manufactured and/or procured from legitimate channels and in compliance with all the legal requirements. The Seller further declares that it shall not violate the intellectual property rights of any third party and shall be solely responsible for any breach or violation of such intellectual property rights, and shall keep **Toppersdeal.com** indemnified against any claim or damage arising out of such breach.
- 6.5.9. The content of the Products, the text descriptions, graphics or pictures ("content") in respect of the Catalogue regarding the Product being uploaded on the Platform and the Product packaging, shall not be obscene, libelous, defamatory or scandalous or which is capable of hurting the religious sentiments of any segment of the population or constitute an infringement of any intellectual property rights of any person or entity and that the Seller grants **Toppersdeal.com** non-exclusive, royalty free and irrevocable rights to use, display, store, reproduce, publish, transmit, cache the said content.
- 6.6. Seller agrees, acknowledge and understand that:
  - 6.6.1 Seller is using the Platform provided and owned by **Toppersdeal.com**;
  - 6.6.2 The permission granted by **Toppersdeal.com** to use the Platform as an online market place is on a non-exclusive basis;
  - 6.6.3 **Toppersdeal.com** reserves the right to deny access to, or revoke, such permission to use the Seller Panel and/or Platform at any time;
  - 6.6.4 **Toppersdeal.com** shall have the right to remove the listing of any Product being offered for sale by Seller;
  - 6.6.5 Various banks, payment instrument provider offers cash back on usage of their payment instrument to the buyers for payment of Product / Services using their payment instrument. Seller hereby provides his consent allowing such offers by payment instrument companies to the buyers.
  - 6.6.6 Any and all data derived as a result of this Agreement will be owned by **Toppersdeal.com** and Seller shall have the right to utilize such data for the duration of the Term of this Agreement to fulfill Seller's obligations hereunder; and
  - 6.6.7 For the duration of the Term, the Platform shall be maintained by Toppersdeal.com. The ownership of the Platform shall vest with Toppersdeal.com and Toppersdeal.com shall make its best efforts to deal with any technical issues affecting the Platform (such as, for instance, the Platform becoming inoperative). **Toppersdeal.com** does not warrant that the Seller will be able to use the Platform and offer for sale the Seller's Products at all times or locations on the Platform or that the Platform and the services provided through the Platform will be uninterrupted or error-free or that the defects will be corrected by **Toppersdeal.com**.
- 6.7. Except as agreed to by the Parties, the data of Buyers will be the exclusive property of **Toppersdeal.com**, and Seller will not use the same for Seller's own purpose or distribute or sale or use such data in any form or means except for the purpose of this Agreement and shall keep it confidential at all times.
- 6.8. In the event of any breach or delay in the fulfillment of Seller's obligations by Seller, due to any reason, **Toppersdeal.com** shall not be held liable/responsible. **Toppersdeal.com** shall not be liable for the sale of the Products by Seller through the Platform or for any loss incurred by Seller or the Buyer therefrom.

- 6.9. The Seller represents that the Seller shall not, at any time, use any intellectual property of **Toppersdeal.com** in any manner without the prior written consent of **Toppersdeal.com**. The Seller also represents that the Seller shall not purchase any **Toppersdeal.com** metatags on the Internet without the prior written consent of **Toppersdeal.com**.
- 6.10. Seller agree that Seller will abide by and be bound by the terms and conditions of this Agreement and **Toppersdeal.com** Policies, including any amendments thereto made by **Toppersdeal.com** from time to time which may be made without notice to Seller.
- 6.11. The Seller represents and warrants that if Seller is found indulging in providing of false or misleading information or provision of defective or counterfeit Products, then **Toppersdeal.com** may initiate civil and/or criminal proceedings against the Seller and **Toppersdeal.com** may, at its sole discretion, suspend, block, restrict, or cancel the Seller's registration on the Platform and /or disqualify / bar the Seller from selling the Products on the Platform.
7. INTELLECTUAL PROPERTY RIGHTS
- 7.1. Both Parties agree that the brands/logos, trademarks, etc., belonging to each Party are the exclusive property of the respective Party and cannot in any circumstances be used, or copied, or altered in any manner which is identical/ similar the brands/logos/trademarks of the other Party without being specifically authorized in writing by that other Party. Seller recognizes and confirms that **Toppersdeal.com** has the exclusive right to supervise, allow and reject the contents of the Platform. **Toppersdeal.com** shall not be liable for contents and images shared, uploaded or displayed on the Platform by the Seller regarding the Seller's Products and all consequent liability will be borne by the Seller only.
- 7.2. Seller hereby grants to **Toppersdeal.com** the right to display/delist the Products (as updated or to be updated by Seller on the Seller Panel at any/all times) along with the related logo and/or trademark and/or brand name, etc., of the Products for marketing/selling through the Platform.
- 7.3. Seller hereby authorizes **Toppersdeal.com** to use and include Seller's trademarks (as may be provided by Seller from time to time) and Seller's corporate name on the Platform and in any directory or promotional material produced in connection with the promotion of the Platform or the Products offered by Seller on the Platform.
- 7.4. In the event the Seller has availed the Brand Store Facilities from the **Toppersdeal.com**, the Seller thereunder authorizes **Toppersdeal.com** to list it authorized dealers/distributors with the said Brand Store under the Sellers logo or trademark or Brand Name etc. Under Legal Definite Agreement with the said Dealers or Distributors If any of the Dealers or Distributors violates, infringes, indulges in any malpractices, **Toppersdeal.com** reserves the right to suspend, delist, block the said Dealer or Distributor including without limitation the Seller from the Platform.
- 7.5. Seller acknowledges that **Toppersdeal.com** is merely an intermediary with respect to the Products listed on the Platform. However, on receiving written notification of any alleged infringement of third party intellectual property rights due to display or sale of any Products/third party trademark or copyrighted matter on the Platform (including availability or sale of counterfeit goods on the Platform), **Toppersdeal.com** may, at its own discretion, remove / delist the allegedly infringing Products / content from the Platform, with or without prior notice to Seller.
- 7.6. Design of **Toppersdeal.com** branded packaging material is the intellectual property of **Toppersdeal.com** or its affiliates and **Toppersdeal.com**'s consent is required to use the design to provide packaging material. Selling without consent to any individual is not permitted. Branded packaging material sold through market place will have **Toppersdeal.com**'s commission involved for listing on the Seller services portal.
8. ANTI BRIBERY AND ANTI CORRUPTION POLICY AND INTERESTED PARTY DISCLOSURE
- 8.1 The Parties agree to conduct all their dealings in a very ethical manner and with the highest business standards. The Seller agrees to comply with Anti-Bribery and Anti-Corruption Policy and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with **Toppersdeal.com** or any other third parties for the purpose of this Agreement. Any instances of such violations will be viewed in a serious manner and **Toppersdeal.com** reserves the right to take all appropriate actions or remedies as may be required under the circumstances. The Seller will provide all possible assistance to **Toppersdeal.com** in order to investigate any possible instances of unethical behavior or business conduct violations by an employee or hired person of the Seller.
- 8.2 Seller represents and warrants that, except as disclosed to **Toppersdeal.com**, no employee, officer, director, or direct or indirect owner of Seller is a government official, political party official or candidate, or an immediate family member of such an official or candidate.

- 8.2.1. None of his family member or direct relative(s) is an existing employee of **Toppersdeal.com** and shall disclose the same in the event such family member or direct relative is an existing employee of **Toppersdeal.com**.
- 8.2.2. In the event that during the Term there is a change in the information contained in this sub-clause, Seller agrees to make immediate disclosure to **Toppersdeal.com**, and in that case, **Toppersdeal.com** reserves the right to immediately terminate this Agreement by written notice.

## 9. INDEMNIFICATION

- 9.1. The Seller agrees and undertakes to indemnify and to hold harmless **Toppersdeal.com**, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys fee) incurred by reason of (i) any breach or alleged breach by the Seller of the Seller's obligations, representations, or warranties hereunder; (ii) any violation by the Seller of applicable law or regulation (including law governing information technology, money laundering, data protection and consumer protection); or (iii) any breach by the Seller of any **Toppersdeal.com** Policies.(iv) Any fraud, willful default, gross negligence, misrepresentation by the Seller, and (v) Any violation of third Intellectual Property Rights (vi) any claim made by Buyers for inaccurate Product availability details that are displayed on the Platform due to any negligence / default on the part of Seller
- 9.2. Additionally, the Seller shall, at all times and to the complete satisfaction of **Toppersdeal.com** and without demur, at its own expense, indemnify, defend and hold harmless, **Toppersdeal.com** and its officers, directors, employees, associates successors, representatives and agents, against any third party claim, demand, suit, action or other proceeding brought against **Toppersdeal.com** or its directors, successors, representatives, agents, officers and employees and against all penalty, damages, awards, settlements, liabilities, losses, costs and expenses related thereto (including attorneys' fee) to the extent that such claim, suit, action or other proceedings are, directly or indirectly, based on or arise on account of the Products and their content, or any breach of any of the terms and conditions of this Agreement by the Seller or failure of the Seller in the performance or observance of its role, functions, responsibilities as specified herein, or the breach of the Seller's representations and warranties as contained in this Agreement, even after the termination of this Agreement.

## 10. LIMITATION OF LIABILITY

TO THE GREATEST EXTENT PERMISSIBLE UNDER LAW, **TOPPERSDEAL.COM** SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF PROFITS, BUSINESS, REVENUE AND/OR GOODWILL. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF **TOPPERSDEAL.COM** AND ITS AFFILIATES UNDER THIS AGREEMENT OR OTHERWISE, FOR ANY AND ALL CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER LIABILITY ARISES DUE TO NEGLIGENCE OR OTHER TORT, BREACH OF CONTRACT, VIOLATION OF STATUTE, MISREPRESENTATION OR FOR ANY OTHER REASON), SHALL AT ALL TIMES BE LIMITED TO RUPEES FIVE THOUSAND (RS.5000) ONLY.

## 11. **Subscription Fee:**

We believe the care of our sellers and giving priority to maximizing their profit with us. We are introducing here a flat **1%** commission charge. Every seller who registered with us.

### **The benefits you will get:**

1. 1% commission over the selling price up to 6 months.
2. Unlimited product listing.
3. A refundable amount, if you did not fall in any non-refundable category.
4. Maximize your profit than the other websites you have listed your products.
5. Timely product payment (on the **3<sup>rd</sup>** day from product delivery)
6. You will get 1 roll of our brand tape as Packaging material, initially.

## 12. **Payment in Advance:**

Toppersdeal.com introducing a module of Payment in Advance so that we can reach to the small sellers as well.

### **Terms & Conditions:**

Payment in Advance module will work if you deposit the Security Amount to us.

Security Amount is the double value (M.R.P) of the higher value product among all the products, listed by the seller. For example: if you listed multiple products on our website and the higher product M.R.P is Rs.2000 then you have to deposit Rs.4000 as a Security Amount.

We will be processing the payment to you once our logistic partner reaches on your location and you hand over the packet to him.

In case of RTO either you can deposit bac amount in our acct details below, or we will deduct the same from your future order, choice will be yours.

Account details:

Number: 031405004536

Bank Name: ICICI Bank

IFSC Code: ICIC0000314

Branch: SUSHANT LOK Branch

The seller is responsible for the Quality, Packaging, Installation (if any) and taking the return, under our return policy and if Brand rejects to taking claim under their warranty period.

**Note: This facility not available in case of self-ship module and Toppersdeal.com has reserved the rights to change in the policy.**

### **13. Self Shipment Module :**

Under the Self ship policy, Seller shall be solely responsible for packaging, delivery, installation (if any), reverse pick up and uninstallation of the product/s (if any). It could be either directly by the seller or through a third party appointed by the seller.

#### **Delivery & Installations :**

Seller shall be responsible for end-to-end delivery of the product till the location specified by the buyer.

A request for early or late delivery by the seller will be entertained at the sole discretion of the buyer only.

A request for early or late delivery by the buyer will be entertained at the sole discretion of the seller. However, sellers are required to hold the product for a minimum of 5 days from the committed delivery date. Toppersdeal.com will be in no way responsible for the costs incurred due to change in the delivery SLA.

A request for early or late delivery by the buyer will be entertained at the sole discretion of the seller only. However, Toppersdeal.com can be approached the seller on buyer's behalf.

Buyer may request to cancel the order and an order can be cancelled before it reaches the buyer. This creates an RTO and the Logistics Partner will return the package to the seller.

Seller shall be responsible for in-transit damage and defective products.

A request for early or late installation by the seller will be entertained at the sole discretion of the buyer only.

A request for early or late installation by the buyer will be entertained at the sole discretion of the seller only. However, Toppersdeal.com can be approached the seller on buyer's behalf.

In case of failure of installation of the product by the seller the order will be cancelled (with customer's consent) as seller cancellation.

In case of failure of the seller, to install the product under as per the above terms, the warranty on the product will be valid even in cases where the installation is carried out by the buyer or any third party appointed by the buyer.

#### **Returns :**

Seller shall be solely responsible for pick up of the product from buyer's location in case of returns.

Once a return or replacement request is raised by the buyer, Toppersdeal.com customer support will intimate the seller about such requests. Seller shall arrange a pickup, from buyer's location within 3 days. The first day will be considered the same day when Toppersdeal.com will share the return request with the seller.

Customer will be refunded the entire amount of the product in case of failure of the seller to arrange for reverse pick up within 3 days from the day customer raises a return request.

All refunds will be processed post the Seller acknowledging the reverse pick up of the product. In case the Seller fails to acknowledge the reverse pickup within 3 days of return approval, the refund will be initiated by Toppersdeal.com to the Buyer.

Seller shall be responsible for in-transit damage and defective products.

Toppersdeal.com shall not be responsible for any loss, damage, costs or liabilities that may arise as a consequence of the delivery, installation, packaging, pickup, uninstallation, or any post-sale service provided by the seller to the buyer.

Toppersdeal.com reserves the right, at its sole discretion, to change, modify, add, or remove portions of this policy at any time and without any prior written notice to the Seller. It is the responsibility of the Seller to review this policy periodically for updates/changes.

#### 14. **Code of Conduct :**

Seller shall ensure that its logistic partner complies (seller and its logistics partner hereinafter collectively referred to as the "Parties") with the following Code of Conduct at all times. Toppersdeaal.com reserves the right to delist the seller and hold the further settlement until the issue will resolve.

Parties must comply with all applicable laws and regulations ("applicable laws and regulations").

Parties shall not participate in, facilitate or permit any form of corruption, bribery, kickback, extortion, embezzlement or money laundering, whether with respect to public officials or to any other person.

Parties shall not discriminate in hiring or employment practices on the basis of race, national origin, gender, age, sexual orientation, citizenship, marital status, disability, veteran status or religion.

Parties shall provide a workplace free from unlawful harassment. Parties shall comply with all applicable laws and regulations regarding employment, including but not limited to such laws and regulations related to minimum wage, maximum work hours, overtime and benefits. Contractors shall only employ individuals who are above the minimum working age as set forth in applicable laws and regulations.

Parties shall respect the intellectual property rights of others and shall comply with applicable laws and regulations related to patents, copyrights, trademarks and trade secrets.

Parties shall refuse any improper access to confidential or proprietary information of any other company, including our competitors and customers.

Parties shall ensure that its personnel provide service with reasonable skill and care to ensure delightful customer experience.

The personnel appointed by the Parties to deliver the shipment ("Personnel") should carry his identity card containing his/her photo and police helpline number prominently displayed.

The Personnel should have undergone background verification check (mandatorily PCC and criminal record check) and should be physically and mentally fit to discharge the service. They should not be under the influence of drugs or alcohol while delivering the shipment.

The Personnel **shouldn't DO** misbehave with the customer while delivering shipment, misuse or share any information provided by the shipper, harass/stalk/bully customers through email, messages, call or any online or offline medium; Be involved in loss or theft of goods and cash, provide the wrong update on shipment and pick up status, Be rude with the customers; and/or, violate the delivery terms and take any kind of unwarranted allowances such as tips from the buyers.

The Personnel should carry a driving license, registration certificate, company ID card containing the name and photograph of the Personnel.

Seller will solely responsible for product lost/damage defective and other product related issue, in this case toppersdeal.com will directly refund to the customer if they raise and loss only of be seller itself, toppersdeal.com will not be liable for this.

Seller shall update the tracking ID for each shipment on the seller panel for delivery either directly or through a third party logistics service provider.

For ensuring the same, **Toppersdeal.com** reserves the rights to do audit anyday/anytime.

## 15. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

- 15.1 Term: Agreement shall come into force on the Effective Date and shall continue unless terminated as per terms of this Agreement.
- 15.2 This Agreement may be terminated by **Toppersdeal.com**, with immediate effect:
  - a) if Seller is in breach of any of its obligations, gross violation of terms, found to be involved into any malpractice as explained herein above, found in breach of representations or warranties, or any other material terms as contained in this Agreement and/or any of the **Toppersdeal.com** Policies;
  - b) if a petition for relief under any bankruptcy or insolvency is filed by or against Seller or Seller makes an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed.
- 15.3 **Toppersdeal.com** also has the right to suspend Seller's access to the Seller Panel (instead of terminating the Agreement) for any period of time (during which time period Seller shall not be permitted to sell Seller's Products on the Platform) on the occurrence of any of the termination triggers specified or without any reason.
- 15.4 Notwithstanding anything contained under this Agreement, any Party may terminate this Agreement for convenience upon in writing advance notice of thirty (30) days to other Party.
- 15.5 On termination of this Agreement:
  - a) **Toppersdeal.com** will, with immediate effect, block Seller's access to the Platform and consequently, Seller shall not be able to offer any Products to the Buyers thereafter and shall not have the right to re-register himself /itself as a Seller on the Platform at any time after such termination, unless **Toppersdeal.com**, in its discretion, permits such re-registration;
  - b) Seller shall return to **Toppersdeal.com** all the confidential information of **Toppersdeal.com** and all other properties and materials belonging to **Toppersdeal.com**. Where the confidential information cannot be returned in material form, Seller shall destroy all of **Toppersdeal.com**'s confidential information and shall provide **Toppersdeal.com** with a certificate of destruction with respect to the same.
- 15.6 It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.
- 15.7 On the termination of the Agreement, Seller will be entitled to only the Seller Proceeds which have become due to Seller on account of any purchase of the Products, made through the Platform, prior to the date of termination of this Agreement. **Toppersdeal.com** shall be entitled to adjust any monies, due from Seller to **Toppersdeal.com** till the date of termination, from the Seller Proceeds payable to Seller on termination.
- 15.8 Without prejudice to the foregoing, the termination of this Agreement pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which either Party may have, arising out of the event which gave rise to the right of termination.

## 16. GENERAL TERMS

- 16.1. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:** This Agreement and any disputes arising hereunder shall be determined in accordance with the laws of India. If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with, or arising out of, this Agreement, the courts of New Delhi, India, shall have exclusive jurisdiction in connection with this Agreement.
- 16.2. **CONFIDENTIALITY:** The parties shall not at any time divulge, or allow to be divulged to any person, any Confidential Information unless the said information comes in public domain without breach by either Party, however, no party shall be precluded from disclosing any information to the extent required in the legal proceedings. Confidential information would include but not be limited to Buyer details, market information, all work Products and documents related thereto, the contents of the Platform or any other information which is treated as confidential by **Toppersdeal.com**, and any other information, whether oral or in writing, received or to be received by Seller which is agreed to be treated under the same terms, whether expressly or by implication. The obligations under this Clause shall survive the termination of this Agreement

- 16.3. FORCE MAJEURE:** No Party shall be liable for failure to perform its obligations due to Force Majeure circumstances including but not limited to floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of Parties ("**Force Majeure Event**").
- 16.4. NOTICES:** to be served by email or post to the addresses as stated above.
- 16.5. ASSIGNMENT:** Seller shall not have the right to assign this Agreement without the prior written consent of **Toppersdeal.com**. **Toppersdeal.com** shall always retain the right to assign the services provided by it under this Agreement for such remaining period of the Agreement, to any of its chosen subsidiaries, affiliates, associates and there would be no new agreement between the new acquirer and Seller for the services provided by **Toppersdeal.com** under this Agreement. **Toppersdeal.com** shall, however, intimate the same to the Seller either through a notice on Platform, by email or send a written notice of the above to Seller.. This Agreement shall apply to and bind any successor or permitted assigns of the Parties hereto.
- 16.6. MODIFICATION:** Shall be effective or binding if agreed in writing by authorized representatives.
- 16.7. EXCLUSIVITY:** Seller agrees that Product sold by them will be launched exclusively at Platform and shall exclusively be available at Platform for a period of 3 months from the launch of Seller's product. Upon expiry of the period of exclusivity, both the parties may at their sole discretion mutually agree on the extension of such exclusivity period. However, if Seller enters into an agreement with other website or platform upon expiry of the exclusivity period, Seller will inform **Toppersdeal.com** 15 (fifteen) days in advance before entering into any such arrangement.
- 16.8. RELATIONSHIP:** Principal to Principal basis and shall not be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner.
- 16.9. ENTIRE AGREEMENT:** This Agreement, including Annexures and T & C added from time to time, shall constitute entire and final agreement between Seller and **Toppersdeal.com** with respect to the subject matter covered herein.
- 16.10. SURVIVAL:** Any and all obligations under this Agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive
- 16.11. SEVERABILITY:** If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision of the agreement will not affect the validity or enforceability of the remaining provisions of this Agreement.
- 16.12. NON WAIVER:** No waiver, by either party, of any provision of this Agreement, shall, in any event, become effective unless the same is in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.
- 16.13. RECORDS:** Seller agrees that at all times during the term of this Agreement, shall maintain appropriate records relating to transactions covered under this agreement and shall allow **Toppersdeal.com** to examine, inspect, audit, and review all such records and any source document pertaining to the transaction covered under this Agreement upon written notice to Seller at least five (5) business days prior notice.
- 16.14. AMENDMENT:** **Toppersdeal.com** may amend the terms and conditions of this Agreement including the Commercial Term Segment, Annexures and the **Toppersdeal.com** Policies at any time in its sole discretion by intimating Seller by way of notification on the Seller Panel and/or by sending an email to the email ID provided in the Seller Registration Form. It is Seller's responsibility to review amendment notifications from time to time. Seller will be deemed to have accepted such amendments if Seller continues to access the Platform/Seller Panel after the amendments are notified by **Toppersdeal.com**. If any terms of this agreement conflict with any other document/electronic record, the terms and conditions of this agreement shall prevail, until further change / modifications are notified by **Toppersdeal.com**.
- 16.15. COMMUNICATION:** Seller gives explicitly consent and allows **Toppersdeal.com** to send the messages/ communication on email or mobile from time to time.
- 16.16. E-AGREEMENT:** Seller hereby agrees and undertakes that Seller is legally entitled and eligible to enter into this e-Agreement (if executed through electronic means) and further agrees and undertakes to be bound by and abide by this Agreement and the person accepting this Agreement by and on behalf of the Seller is authorised representative of the Seller and is entitled and is legally authorised to bind the Seller on whose behalf this Agreement is being accepted.

#### **Annexure 1**

- (i) Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services;
- (ii) Alcohol which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne; Body parts which include organs or other body parts;

- (iii) Bulk marketing tools which include email lists, software, or other products enabling unsolicited email messages (Spam);
- (iv) Cable descramblers and black boxes which include devices intended to obtain cable and satellite signals for free;
- (v) Child pornography which includes pornographic materials involving minors;
- (vi) Copyright unlocking devices which include Mod chips or other devices designed to circumvent copyright protection;
- (vii) Copyrighted media, which includes unauthorized copies of books, music, movies, and other licensed or protected materials;
- (viii) Copyrighted software, which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software;
- (ix) Counterfeit and unauthorized goods which include replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods;
- (x) Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms;
- (xi) Drug test circumvention aids which include drug cleansing shakes, urine test additives, and related items;
- (xii) Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction;
- (xiii) Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content; Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles;
- (xiv) Hacking and cracking materials which include manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property;
- (xv) Illegal goods, which includes materials, products, or information promoting illegal goods or enabling illegal acts;
- (xvi) Miracle cures which include unsubstantiated cures, remedies or other items marketed as quick health fixes;
- (xvii) Offensive goods, which includes literature, products or other materials that: a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors b) Encourage or incite violent acts c) Promote intolerance or hatred;
- (xviii) Offensive goods, a crime that includes crime scene photos or items, such as personal belongings, associated with criminals;
- (xix) Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a licensed medical practitioner;
- (xxi) Pyrotechnic devices and hazardous materials which include fireworks and related goods; toxic, flammable, and radioactive materials and substances;
- (xxii) Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications;
- (xxiii) Securities, which includes stocks, bonds, or related financial products;
- (xxiv) Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products;
- (xxv) Traffic devices, which includes radar detectors/hammers, license plate covers, traffic signal changers, and related products;
- (xxvi) Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments;
- (xxvii) Wholesale currency, which includes discounted currencies or currency, exchanges;
- (xxviii) Live animals;
- (xxviii) Multi-Level marketing collection fee;
- (xxix) Matrix sites or sites using a matrix scheme approach;
- (xxx) Work-at-home information;
- (xxxi) Drop-shipped merchandise;
- (xxxii) Collecting and effecting/remitting payments directly /indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals; and
- (xxxiii) Any product or service, which is not in compliance with all applicable laws and regulations whether federal, state, local or international including all laws of India.

## **Annexure 2** **Commercials Term Segment**

### **A. Toppersdeal.com Fee:**

1. Registration Fee: (Nil)
2. Listing Fee: Nil.
3. Cataloguing Fee: Nil.
4. Shipping Fee: Rs.59 Per 500 Grams.
5. Payment Transaction Fee: 4% of the order value.
6. TCS: 1% of the seller gross sale value of order.
7. Commission: 1% of the order value.

- **Toppersdeal.com** will not charge the RTO/Reverse Pickup value.

**B. Penalties:**

1. **On SLA Breach:** 10% of the order value on all the products. Also, post 24 hours to breach the SLA, the order will be canceled automatically and 10% will be applied more on cancellation, Total: 20%.
2. **Deny on Pickup:** Seller shall handover the product to our logistic partner, If our logistic partner is on the way to seller's location or reach there and seller deny for giving the product/s for any reason, Seller will be charged Rs.59 Shipping Charges.
3. **Courier Weight Measurement:** If the shipment weight is measured incorrect by you, we will charge according to the slab Rs.59 per 500 grams. Our Logistic Partner will consider the weight of the shipment through Volumetric or Actual weight, whichever is higher.
4. **Cancellation:** If the placed order will cancel by the seller for any reason, the seller will be charged 10% of the order value.

- C. **Customer Dispute resolution:** Provided herein is the list of the following disputes that may arise during the order fulfillment process for which Seller will be accountable. Also mentioned some examples of these cases under the "Description" column and have mentioned the "Final investigation" and "Party to be Charged";

SNO	Customer Issue Bucket	Description	Final Investigation	Party to be Charged	The cost to be borne by the Seller	Penalty to Be Charged to the Seller
1	Defective Order Received	E.g. - Headphones not working	Investigation required, debit on Toppersdeal.com, discretion	Seller	Payment Collection Fee + Courier Charges for forwarding & reverse logistics services	As per the Agreement
2	Fake Product Received	E.g. - Buyer has received a fake Headphones	Investigation required, debit on Toppersdeal.com' discretion	Seller	Payment Collection Fee + Courier Charges for forward & reverse logistics services	As per the Agreement
3	Wrong Specifications (not in line as what is mentioned on website)	E.g. - Buyer received Slim Fit Shirt Instead Regular Fit Shirt as shown on Toppersdeal.com website	Investigation required, debit on Toppersdeal.com' discretion	Seller	Payment Collection Fee + Courier Charges for forward & reverse logistics services	As per the Agreement
4	Warranty issue	E.g. - Buyer received a hard-disk with no warranty is given at service Centre	Investigation required, debit on Toppersdeal.com' discretion	Seller	Payment Collection Fee + Courier Charges for forward & reverse logistics services	As per the Agreement
5	Item is used/Damaged/Brand box Seal is broken	E.g. Buyer received used/Damaged product or received product with tampered brand box	Investigation required, debit on Toppersdeal.com' discretion	Seller	Payment Collection Fee + Courier Charges for forward & reverse logistics services	As per the Agreement
6	Freebies missing	E.g. Buyer received partial products	Investigation required, debit on Toppersdeal.com' discretion	Seller	Payment Collection Fee + Courier Charges for forward & reverse logistics services	As per the Agreement

- D. Note: Penalty shall be charged to the Seller as per sole discretion of the **Toppersdeal.com**.

**E. Seller's Shipment SLA:**

1. Shipment SLAs shall be shared with the Seller through Seller Pane.
2. Penalties for breach of SLAs:
  - i. Once the Seller breaches the SLA for shipment of an Order, SLA breach penalty will be levied which shall be irreversible.

- ii. If the Sellers cancel the Order, cancellation penalty shall be levied additionally.
  - iii. Auto cancel will happen on Shipment SLA breach + 1 day (24 Hrs.). If there is an auto-cancel then both SLA breach and Seller cancellation penalty shall be applicable.
  - iv. **Penalty Amount:- All Products - 10% of Selling Price on SLA breach, 10% of Selling Price for Seller cancellation.**
  - v. **Note:** Above mentioned penalties shall be applicable on the Seller as per the applicable **Toppersdeal.com** Policy/communication sent to the Seller.
- F. Commercials applicable for the Product/Service or a related deal/gift card of the Seller shall be agreed between Parties through Seller Panel.
- G. Commercials applicable for the Installation Services shall be agreed between the Parties.

### **Annexure 3**

#### **Prohibited Items**

- Lithium batteries e. Magnetized materials
- Infectious substances
- Arms and ammunition
- Insecticides, garden chemicals (fertilizers, poisons)
- Oil-based paint and thinners (flammable liquids)
- Industrial solvents
- Insecticides, garden chemicals (fertilizers, poisons)
- Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
- Fuel for camp stoves, lanterns, torches or heating elements
- Automobile batteries
- Any compound, liquid or gas that has toxic characteristics
- Bleach
- Flammable adhesives
- Dry ice (Carbon Dioxide, Solid)
- Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air
- Hazardous and radioactive material
- Any pornographic material
- Uncrossed (bearer) drafts/cheque, currency and coins
- Poison d. Firearms, explosives and military equipment
- Foodstuff and liquor
- Precious stones, gems and Jewellery
- Any pornographic material
- Hazardous chemical items

### **Annexure 4**

(Applicable for Sellers involved in manufacturing/sale/marketing of Product containing **Toppersdeal.com**' IPR)

1. **"Intellectual Property Rights"/"IPR"** means any right that is or may be granted regarding patents, copyrights, designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, technical information and equivalents of the foregoing and all other intellectual property rights whatsoever whether registered or unregistered, including rights in any applications or registrations for any of the foregoing and their respective renewals, continuations and extensions in any state, country or jurisdiction.
2. Seller represents and warrants that it is involved in manufacturing/sale/marketing of Product(s) containing **Toppersdeal.com**' packaging material including but not limited to box, tape, polybag, label, envelop, gift wrap etc., which comprises Intellectual Property Rights belonging to **Toppersdeal.com**, to fulfil orders received on the Platform.
3. **Toppersdeal.com** has licensed the use of its Intellectual Property Rights by the Seller, without any charges for the same, with respect to the Seller's Product(s), for limited use of manufacturing, and sale of the Product(s) exclusively through ToppersDeal Platform, or any third party's Platform but only with **Toppersdeal.com**' prior written consent.
4. Seller agrees that any of its Product using **Toppersdeal.com**' Intellectual Property Rights shall not be sold by it other than through ToppersDeal Platform in violation of the terms of this Agreement.
5. Seller agrees that any breach by the Seller of the terms herein shall cause irreparable losses to **Toppersdeal.com** and shall be subject to the consequences as mentioned in the Agreement including in "OBLIGATIONS OF THE SELLER ON MALPRACTICE" clause giving the rights to **Toppersdeal.com** including

but not limited to impose, deduct or recover Rs. 10 Crore or annual Marketplace GMV of the Seller whichever is higher.

6. Seller undertakes and confirms that while listing the inventory of the Product, the Seller has physical possession and owns such quantity of Product as listed on Platform and further undertakes to fulfill the Orders placed by the Buyer promptly. In the event of delay in shipment/delivery of Product or Seller cancellation of orders due to non-availability of Product, the Seller acknowledges that **Toppersdeal.com** reserves its right to take action as contemplated under the Agreement.
7. Seller acknowledges that **Toppersdeal.com** has the right to cap the maximum quantity of Product that the Seller may list in **Toppersdeal.com** Platform in order to control the maximum number of order Seller can receive and deliver the Orders on time.
8. Seller acknowledges agrees that **Toppersdeal.com** shall have the right to hold/deduct/adjust Order amount, costs, penalty, expenses along with attorney's fee with respect to any litigation filed against **Toppersdeal.com** by an aggrieved customer or any third party with regard to Seller's products/services the reason for which is attributable to Seller.
9. Seller confirms that Seller shall not create multiple accounts with **Toppersdeal.com** which may lead to misrepresentation of an identity of the account holders of those accounts. Seller may also not create multiple IDs under the category of user/Buyer wherein the identities of those User/Buyer accounts do not represent the Seller. Seller is in gross violation of the Agreement if he holds multiple User/Buyer or Seller accounts.
10. Seller further agrees that it shall immediately terminate manufacturing and sale of Product(s) using **Toppersdeal.com**' Intellectual Property Rights, on receipt of a written notice from **Toppersdeal.com** to that effect, and any unsold Product(s) shall be handed over to **Toppersdeal.com** or other ToppersDeal Marketplace Sellers as per discretion of **Toppersdeal.com**. Thereafter, the Seller shall not use **Toppersdeal.com** IPR in any manner howsoever.
11. The Seller, apart from its indemnification obligations under the Agreement, shall additionally indemnify and hold harmless **Toppersdeal.com**, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorney's fee) incurred by **Toppersdeal.com**/any User(s)/other ToppersDeal Marketplace Seller(s)/any third Party by reason of (i) any breach or alleged breach by the Seller of the Seller's obligations under this Annexure and/or (ii) any violation by the Seller of Intellectual Property Rights belonging to **Toppersdeal.com** or any third Party.

\*\*\*\*\* End of the Agreement \*\*\*\*\*