

DATED

10 AUGUST 2020

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**Zilingo Pte Ltd**

- and -

**Seller**

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**Service Agreement**

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20 Bendemeer Road #03 – 12  
BS Bendemeer Center  
Singapore 339914

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**THIS AGREEMENT** is dated 10 August, 2020.

## **PARTIES**

- (1) **Zilingo Pte Ltd**, a company incorporated and registered in Singapore whose registered office is at 20 Bendemeer Road #03 – 12 BS Bendemeer Center Singapore 339914, (“**Zilingo**”); and
- (2) Seller (each a “**Party**” and together the “**Parties**”).

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**Application** means the mobile e-commerce application owned, controlled or licensed to be used, by Zilingo or its group companies, which allows the Seller to list and sell the Products.

**Business Day** means a day (other than a Saturday or Sunday or public holiday) on which banks generally are opened for business, other than for internet banking services, in Thailand, Singapore.

**Commencement Date** means date on agreement.

**Commission** shall bear the meaning ascribed to it at clause 5.1.

**Content** means any information, data or other materials provided, in text, photographic, audio, visual or audio-visual format in connection with the Products, by the Seller to Zilingo and accepted by Zilingo, in its sole discretion, as being suitable for displaying on the Application.

**Net Price** means in relation to any Products, the price actually charged to the customer less any discounts or rebates, exclusive of VAT.

**List Price** means in relation to any Products, the price at which a product is listed on the Application before any discounts or rebates, exclusive of VAT.

**Products** mean any of the products listed by the Seller for sale through the Application.

**Services** mean the services made available by Zilingo accessed and used through the Application as set out in clause 2.

**Terms of Use** means the terms of use and usage restrictions for the Application issued by Zilingo set out in Schedule 1 (as may be amended, updated or supplemented by Zilingo from time to time during the term of this Agreement).

- 1.2 Any reference to a clause is to a clause of this Agreement.

- 1.3 Clause headings do not affect the interpretation of this Agreement.
- 1.4 Words in the singular include the plural and in the plural include the singular.
- 1.5 A reference to one gender includes a reference to the other gender.
- 1.6 A person includes a corporate or unincorporated body.
- 1.7 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 Writing or written includes faxes and e-mail.
- 1.9 All exhibits and schedules hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

## **2. SERVICES**

- 2.1 Subject to the terms and conditions of this Agreement, Zilingo hereby grants to the Seller a limited, non-exclusive, non-transferable and non-assignable license for the Seller to access and use the Services for the purpose only of selling the Products to its customers, in the manner permitted by Zilingo and compliance with the Terms of Use. Zilingo only provides the platform and acts a facilitator in the transaction between the Buyers and the Sellers.
- 2.2 The Services shall comprise of the following activities:
  - (a) enabling the Seller to connect with the Application and upload the Content and sell the Products through the Application;
  - (b) managing the purchase order and receipt of payment processes for the Products;
  - (c) assisting the Seller in the delivery of the Products, including picking-up the Products packages at a pre-arranged location and deliver such packages to the customers; Seller will deliver COD [Cash on Delivery] orders to Zilingo's specified delivery location in Thailand which Zilingo will then assist the Seller in fulfilling. However, the Seller will take care of the fulfilment of all prepaid orders.
  - (d) maintaining adequate records relating to the purchase and sale of the Products and customers information;
  - (e) assisting the Seller in handling customer enquiries or complaints and processing of refunds regarding the Products; and
  - (f) assisting the Seller with ensuring that the customers receive good customer service from the Seller.
  - (g) assisting the Seller with reverse logistics handling

- 2.3 The Parties may from time to time, by agreement, vary the scope of the Services provided by Zilingo, and agree the basis on which such services shall be remunerated.
- 2.4 Zilingo reserves the right to remove or otherwise modify the Content failing to satisfy the content standards and requirements specified by Zilingo at its reasonable discretion.

### **3. PROPRIETARY RIGHTS**

- 3.1 Excepted for the Content, the Seller acknowledges and agrees that, as between the Seller and Zilingo, Zilingo and its licensor has and retains all right, title and interest (including without limitation copyright, trademark, patent, trade secret and all other intellectual property rights) in and to the Services or any materials contained therein. The Seller shall acquire no rights whatsoever in or to the Services or any materials contained therein. All rights not expressly granted to the Seller in this Agreement are reserved for Zilingo and its licensors.
- 3.2 All right, title and interest in and to the Content created by the Seller and provided to Zilingo under this Agreement will remain with the Seller, except that all right, title and interest in and to enhancements made by Zilingo in the form of translations, adaptations, captioning, encoding, transcripts or video annotations will be exclusively owned by Zilingo.
- 3.3 Subject to the terms and conditions of this Agreement, the Seller grants Zilingo a non-exclusive license to reproduce, distribute, publicly display, publicly perform, enhance, modify, adapt and translate the Content provided by the Seller for use on the Application.

### **4. SELLER'S OBLIGATIONS**

- 4.1 The Seller agrees that Zilingo may apply any discount vouchers, cash-backs or other such marketing related campaigns on top of the selling price as set out by the Seller. Zilingo will make its best effort to notify the Seller of the same
- 4.2 The Seller agrees that the List Price of all Products uploaded on the Application will be less than or equal to the List Price of the same products sold by the Seller on any other online channel.
- 4.3 The Seller shall cooperate with Zilingo and provide it with such information and assistance as Zilingo shall reasonably require enabling it to provide the Services.
- 4.4 The Seller shall be responsible for obtaining any licences, registrations, permits or approvals necessary or advisable for the importation, promotion and sale of the Products in the relevant territory.
- 4.5 The Seller shall comply with the Terms of Use and all laws and regulations applicable to the Products in the relevant territory concerning marketing and sale, and with all and any conditions binding on it in any licences, registrations, permits and approvals referred to in clause 4.5.

- 4.6 The Seller shall not to act in a way which will incur any liabilities on behalf of Zilingo, nor to pledge the credit of Zilingo.
- 4.7 The Seller shall act in accordance with sound commercial principles in its relations with customers and potential customers in the relevant territory (including as to assessing, and where appropriate obtaining independent assessments of, their creditworthiness) and to do nothing which Zilingo considers could be prejudicial to its goodwill or commercial interests.
- 4.8 The Seller shall promptly and efficiently help Zilingo to deal with any complaint, dispute or after-sales enquiry relating to the Products raised by a customer in the relevant territory.
- 4.9 The Seller shall be responsible to accept all returns as per Zilingo Returns and Refunds Policy outlined at the end of this Agreement.
- 4.10 The Seller shall at all times indemnify, and keep indemnified, Zilingo against all or any costs, claims, damages or expenses incurred by Zilingo or for which Zilingo may become liable with respect to any product liability claim relating to the Products supplied or put into use by the Seller.

## **5. COMMISSION AND PAYMENTS**

- 5.1 The Seller shall pay Zilingo a commission of 10%. The seller shall also pay for logistics and payment gateway costs as agreed upon and mentioned in Schedule 1. Zilingo further reserves the right to modify/ revise the commission rates at its sole discretion after prior notice to the Seller.
- 5.2 The Commission payable under this Agreement is exclusive of any value added (or like) tax which may be payable on it and shall be paid gross without deduction of any withholding or other income taxes and, if subject to withholding or other income taxes, the Seller shall ensure that Zilingo received the full amount of the Commission as if that deduction or withholding had not been made.
- 5.3 In the absence of contrary agreement, the Commission shall be paid to Zilingo in the same currency in which payment of the price of the Products was made.
- 5.4 Zilingo shall issue an invoice to the Seller for the Commission due to the Seller at the end of each month.
- 5.5 Zilingo shall, with the invoice sent pursuant to clause 5.4, remit the payment due to the Seller in the currency of the relevant purchase order as specified in the invoice.
- 5.6 If any dispute arises as to the amount of the Commission payable by Zilingo to the Seller, the same shall be referred to Zilingo's auditors for settlement and their certificate shall be final and binding on both Parties.
- 5.7 The provisions of this clause 5 shall remain in effect, notwithstanding termination or expiry of this Agreement, until the settlement of all subsisting claims by Zilingo.

## **6. DURATION AND TERMINATION**

- 6.1 The term of this Agreement shall be one (1) year commencing from the Commencement Date and shall automatically renew for another one (1) year term, unless either Party provides notice to the other of its intent to terminate this Agreement not less than thirty (30) days prior to the end of the term.
- 6.2 Zilingo shall have the right to terminate this Agreement immediately by notice in writing to the Seller in the event that:
- (a) the Seller fails to perform or observe any of the obligations on its part to be performed or observed under this Agreement provided that, in a case where Zilingo considers the breach to be remediable, such notice from Zilingo shall also require the Seller to remedy such breach and if the Seller so remedies within 30 days of such notice being served, such notice to terminate this Agreement shall be deemed to be void and of no effect; or
  - (b) an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against the Seller, or a receiver or trustee in bankruptcy is appointed of the Seller's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed of any of the Seller's assets or undertaking, or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or any circumstances arise which entitle the court, a creditor, the company or its directors to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order or other similar or equivalent action is taken against or by the Seller by reason of its insolvency or in consequence of debt.
- 6.3 The expiry or termination of this Agreement for any reason shall be without prejudice to the provisions of this clause 6 and to any rights of either Party which may have accrued by, at or up to the date of such termination.

## **7. CONFIDENTIALITY**

No Party shall make any public announcement relating to this Agreement or its subject matter without the prior written approval of the other Party except as required by law or by any legal or regulatory authority (in which case the Parties shall co-operate, in good faith, in order to agree the content of any such announcement so far as practicable prior to it being made), provided that either Party may, if asked by any third party, disclose the fact that the has been consummated, without disclosing details thereof or any confidential information concerning the business of the Parties.

## **8. FORCE MAJEURE**

- 8.1 A party, provided that it has complied with the provisions of clause 8.3, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement (and, subject to clause 8.4, the time for

performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the followings:

- (a) Acts of God, including but not limited to fire, flood, earthquake, epidemic, pandemics, virus outbreak, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off or diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotion or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- (f) fire, explosion or accidental damage;
- (g) loss at sea;
- (h) extreme adverse weather conditions;
- (i) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (j) any labour dispute, including but not limited to strikes, industrial action or lockouts, nation wide lockdowns;
- (k) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (l) interruption or failure of utility service, including but not limited to electric power, gas or water.

8.2 The corresponding obligations of the other party will be suspended to the same extent as those of the party first affected by the Force Majeure Event.

8.3 Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

- (a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- (c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way



that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

- 8.4 If the Force Majeure Event prevails for a continuous period of more than six (6) months, any party may terminate this Agreement by giving fourteen (14) days' written notice to the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

## **9. LIMITATION OF LIABILITY**

The following provisions shall set out the entire financial liability of Zilingo in relation to the Seller for breach of or in any way related to representations. Statements or tortious acts by Zilingo under this Agreement:

- (a) Except as expressly provided in this Agreement, Zilingo expressly exclude all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law;
- (b) Zilingo shall not be liable to the Seller for any loss or damage, costs or expenses (whether direct, indirect, incidental or consequential and whether relating to loss of profit, loss of business, business interruption, loss of data, depletion of goodwill or other such losses), suffered by the Seller which arise out of or in connection with the use of Zilingo website or Application and any materials posted there; and
- (c) The Seller assumes all risks as to the sustainability, quality and performance of the Services.

## **10. ASSIGNMENT**

- 10.1 The Seller shall not assign, transfer, charge, encumber or otherwise deal with the whole or any part of this Agreement or its obligations under it.
- 10.2 Zilingo may assign or otherwise transfer any of its rights and/or obligations hereunder to any party.

## **11. SEVERANCE**

In the event that any clause or any part of any clause in this Agreement is declared invalid or unenforceable by the judgment, decree by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken, all other clauses or parts of clauses contained in this Agreement shall remain in full force and effect and shall not be affected by such finding for the term of this Agreement.

## **12. NO WAIVER**

No relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of this Agreement or the granting of time by either Party to the other shall prejudice, affect or restrict the rights and powers of that Party, nor

shall any waiver by either Party of any breach of this Agreement operate as a waiver of or in relation to any subsequent or any continuing breach of it.

### **13. VARIATION**

This Agreement may only be amended by a document in writing signed by a duly authorised officer of each Party.

### **14. FURTHER ASSURANCE**

The Parties shall execute all further documents as may be necessary or desirable to give full effect to the terms of this Agreement and to protect the rights of the Parties under it.

### **15. ENTIRE AGREEMENT**

15.1 This Agreement and the documents referred to in it constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

15.2 Each of the Parties acknowledges and agrees that, in entering into this Agreement and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Agreement as a warranty or representation. The only remedy available to it for breach of such warranties or representations shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.

### **16. NOTICE**

16.1 Any notice or other document to be given under this Agreement shall be given by sending the same in a pre-paid first-class letter or by fax to the address of the relevant party as set out in this Agreement, or to such other address as such Party may have notified to the other for such purposes.

16.2 Any notice shall be deemed to have been duly received:

- (a) if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second Business Day after posting;
- (b) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
- (c) if delivered by fax, on the day following its despatch.
- (d) if sent by email, on the same Business Day after sending.

To prove service, it is sufficient to prove that the notice or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

**17. RIGHTS OF THIRD PARTIES**

- 17.1 No term of this Agreement shall be enforceable by a person who is not a Party.
- 17.2 Notwithstanding that any term of this Agreement may be (or become) enforceable by a person who is not a Party to it, the terms of this Agreement or any of them may be varied, amended or modified, or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties, or rescinded, in each case without the consent of any such third party.

**18. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

**19. GOVERNING LAW AND JURISDICTION**

- 19.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with Singapore law.
- 19.2 The Parties irrevocably agree that the courts of Singapore have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by .....  
for and on behalf of  
**Zilingo Pte Ltd**

Signed by .....  
for and on behalf of  
**Seller**

## Schedule 1

### Terms of Use

#### **Memorandum of Understanding**

This Memorandum of Understanding is concluded between:

You as a Seller (hereby  
referred to as **Seller**)

with Name, Address and Phone Number as mentioned by you in this Registration Process.

AND

Zilingo Pte. Ltd. (hereby  
referred to as **Zilingo**) 20  
Bendemeer Road #03 – 12  
BS Bendemeer Center  
Singapore 339914

Where both **Seller** and **Zilingo** agree to the following terms:

1. **Seller** will only list and sell 100% original, genuine, new and unused products on **Zilingo**
  - Sellers must note that the Company does not allow any fakes or copies of original branded products to be listed on Zilingo. In case such a product is uploaded by the seller, Zilingo will send a warning to the concerned seller (third warning will lead to the seller getting barred from Zilingo) and delist the product. Further, for products such as electronics that come with warranty cards etc. from the manufacturer, it is the responsibility of the Seller to provide the same and also specifically mention all such characteristics while uploading the product details.
2. All products listed and sold on **Zilingo** by the **Seller** must have complete warranty (if applicable) as specified by the manufacturer and must be valid in Singapore
  - All products listed and sold on **Zilingo** by the **Seller** must not be “activated” and their warranty must start only when the buyer opens the product and switches on the product.
  - **Seller** will accept returns for all products which are in an “activated” condition before delivery and have the warranty started before the buyer has opened the product and switched it on.
3. **Seller** must share a copy of their Company Registration (ACRA/Bizfile) documents and GST certificate with **Zilingo**. **In case of sellers registered outside of Singapore, relevant incorporation, business and tax registration documents must be provided.**
4. **Seller** will provide **Buyer** with invoices for all purchases made.
5. **Seller** will confirm all orders that are available and in stock within 24 hours of receiving the order on the Zilingo application or seller center. In case the item is out of stock or any other such issue arises and the seller is unable to confirm the order within 24 hours, they will inform Zilingo Customer Care at the earliest.
6. **Seller** will be solely responsible for the packaging of the products and for **shipping out**

**all products within 12 hours of confirming them with Zilingo.**

7. Seller must provide **daily lists of orders shipped out along** with tracking IDs and tracking links for all products shipped out using the Seller's logistics partners.
8. Seller payments will take place on the 15th calendar day working day from the date of shipment of a particular order – in case of any change in the payment cycle policy, the seller will be notified immediately. Payment reports will be provided to the Seller specifying the deduction of the i) commission will be on listed price ii) Any discounts/promotional offers that the Seller decides to undertake on listed products. iii) Logistics costs on all orders fulfilled by Zilingo iv) Payment costs
9. Seller has to prepare and upload his/her brand logos as well as all product images, product descriptions and any other store details on Zilingo in as much detail as possible so as to reduce the number of questions a customer asks.
  - 80% of the space in a product picture should be occupied by the product to ensure the background or peripherals are not more prominent than the product itself and the image provides a realistic idea of the product being sold. Similarly, "Selfie" photos are NOT ALLOWED to ensure the buyer is able to see the entire product's picture clearly.
  - Seller agrees NOT to include personal information like Whatsapp, Facebook, Instagram, LINE ID etc in the description of its shopfront or products on Zilingo.
  - Seller also agrees to manage his/her own inventory and to ensure that the inventory numbers, categories and other sales related information is updated at all points in time.
10. Zilingo reserves the right to be able to approve, reject and request changes in images, product descriptions and any other store details uploaded by the Seller.
11. **Seller** will take returns for any products cancelled by buyers (before delivery and without opening the seal of the items) and also for any products that cannot be delivered to the buyers because of wrong address details, buyer not available etc. Since payment for these orders may have happened already, the payment for these will be adjusted and deducted from the next payment cycle. All other returns and refunds will be settled as per the Company's Returns and Refunds Policy.
12. **Seller** will accept returns for all products which have been delivered to **Zilingo**  
Customers in a used/damaged condition
  - Fashion products: Customers can request to return used/damaged products within 14 days of date of delivery
  - Non-Fashion products: Customers can request to return used/ physically damaged products or products with manufacturer defective within 7 days of date of delivery.
13. Seller acknowledges that the Company is in no way responsible for the manufacturing or production of any items sold on Zilingo and has all requisite licenses necessary for the manufacturing and/or import of such items into Singapore.
14. Either party, the Company or the Seller has the right to terminate this contract by furnishing a minimum notice of 30 days.
15. The Company also reserves the right to modify, add or remove any clauses in these Terms or Conditions without prior notice. Any modifications, additions or removals however will be immediately reflected on the Zilingo Application and Website.

### **Terms and Conditions for Returns and Refunds (Sellers)**

“Return” is defined as the action of giving back an item purchased by the buyer to Zilingo on the Zilingo App/Website. The following situations may result in a return being requested:

1. Item was defective
2. Item was damaged during shipping
3. Wrong item sent by the seller (Please note that the product image as seen on the Zilingo Mobile Application/Website may slightly differ from the actual Product that you receive)
4. Item not delivered
5. Wrong size/specifications
6. Buyer changed his/her mind after ordering the product

### **Conditions for Return:**

1. Returns must be initiated within 14 days of receipt of goods for Fashion items
2. For Non-Fashion items, returns must be initiated within 7 days of receipt of product
3. The product must be in its unused original condition, with original tags still on, and in the original packaging (to the extent possible)

The following items cannot be returned under any circumstances:

1. Lingerie and Nightwear
2. Swimwear
3. Shapewear
4. Underwear
5. Socks
6. Earrings
7. Opened & used cosmetic items
8. Items found with traces of wear & tear
6. Electronics under warranty: In case the buyer receives the product in decent condition with no damage, but encounters problems with it after 7 days, please contact the brand of the electronic product directly
7. Non-damaged, non-defective electronics with broken seals / tampered bar codes

### **The Return Process:**

- a. Our Zilingo Customer Happiness Team will first assess the reason for return from our Customer.
- b. In case the return request from the Customer qualifies the criteria stated above, the Zilingo Customer Happiness Team will notify the Seller of the return processing requirements of such orders
- c. The Zilingo Team will take care of all refunds processing. Zilingo will settle the refund amount and identify the settlements in the monthly A/R report
- d. The Zilingo Team will take care of all reverse logistics processing up until the point of bringing the returned products to a designated location (for eg. Zilingo logistics providers' warehouse in Singapore), beyond which the Seller must take the process further.