

**ZILINGO TRADE  
SELLER CENTRE  
TERMS AND CONDITIONS**

Zilingo Trade is a property of and operated by Zilingo Pte. Ltd., having its registered office at 20 Bendemeer Rd, Singapore 339914 and its subsidiaries. The use of Zilingo Trade in India is being made available through Zilingo Global Private Limited., a subsidiary of Zilingo Pte. Ltd., and having its registered office at #80/1, Bhramanandha Ashrama, First floor, New Thippasandra main road, Bangalore 560075. By accessing or using any version of the Website and the App (“**Platform**”), you signify that you have read, understood and agree to be bound by these Terms and Conditions (“**T&C**”) and any other applicable law. As used herein, “**Sellers**” shall mean anyone who uses or accesses the Platform on any computer, mobile phone, tablet, console or other device (collectively, “**Device**”). Your continued use of the Platform shall be constituted as your acceptance to the T&C, as revised from time to time. If you do not agree with these T&C, please do not access and use the Platform. For the purposes of these T&C, “Zilingo”, “we”, “our” and “us” shall mean Zilingo Pte. Ltd. and its subsidiaries and “you” and “your” shall mean a Seller who meets the eligibility criteria set out below.

1) **Definitions**

In this T&C, words defined by way of inclusion in quotes and / or parentheses shall have the meanings so ascribed to them and other capitalized words and expressions shall have the meanings assigned to them in hereinbelow:

- a) “**App**” refers to the mobile application owned, developed, operated by and for Zilingo or any of its affiliates, which includes its Android and iOS versions.
- b) “**Product(s)**” means any of the products listed by the Seller for sale through the Platform.
- c) “**Seller/s**” refers to a third-party person or entity, which is duly registered to engage in a business of manufacturing, distribution, importation and/or wholesale or retail sale of Products, and which sells or offers for sale its Products through the Platform.
- d) “**Website**” refers to the website owned, developed, operated by and for Zilingo or any of its affiliates, with the following URL: <https://zilingotrade.com/en-in/>
- e) “**Zilingo Trade**” refers to the technology platform operated by Zilingo that is accessible through the Platform, and which facilitates business to business electronic commerce between a Seller and a buyer/customer, and wherein third party Seller list and offer to sell their Products to various buyers including without limitation retailers, distributors, or vendors or such other legal or natural persons.

2) **Terms and conditions subject to change**

We reserve the right to update or modify these T&C at any time without prior notice. Your access and use of the Platform following any such change constitutes your agreement to follow and be bound by these T&C, as updated or modified. For this reason, we encourage you to review these T&C each time you access and use the Platform.

3) **Eligibility**

- a) You represent and warrant that you are competent and eligible to enter into a legally binding agreement and be bound by these T&C. You shall not access and use the Platform if you are not competent to contract under the applicable laws, rules and regulations.
- b) If you represent a company, partnership firm or sole proprietorship, you shall be eligible to access the Platform and avail of the features and facilities on its behalf only if you have been duly authorized by way of necessary corporate action, as may be prescribed statutorily and/or under the charter documents of such entity and further, if you have fulfilled such additional eligibility requirements as Zilingo may require in connection therewith.

#### 4) **Intellectual Property Policy**

- a) All of the content on the Platform, including, without limitation, all of the page headers, images, illustrations, graphics, audio clips, video clips or text, reports generated, trademarks, tradenames ("**Platform Content**"), constitute our and our licensors' intellectual property. Copyright laws in all applicable jurisdictions protect the Platform and the Platform Content. Provided however that all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights and other intellectual property rights, in each case whether registered or unregistered, all rights or forms of protection having equivalent or similar effect anywhere in the world and all applications and rights to apply for the protection of any of the foregoing rights ("**Seller IPR**") used or intended to be used in connection with the Seller's activity on the Platform is legally and beneficially owned by Seller free from any form of legal, equitable or security interests, including but not limited to any mortgage, assignment of receivables, debenture, lien, charge, pledge, title retention, right to acquire, security interest, hypothecation, options, rights of first refusal, any preference arrangement (including title transfers and retention arrangements or otherwise) and any other encumbrance or condition whatsoever or any other arrangements having similar effect.
- b) You may access the Platform, avail of the features and facilities and utilize the Platform Content for your personal or internal requirements only. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the Platform Content, features or facilities, directly or indirectly, without our prior written permission. If you would like to request permission to commercially exploit any particular Platform Content, you could contact us in the manner provided for herein.
- c) Except for Seller IPR, Zilingo and its licensors, if any, are the sole owners of the underlying software and source code associated with the Platform and all the trademarks, copyright and any other intellectual property rights of any nature in the Platform.
- d) The Seller hereby unconditionally and irrevocably indemnifies and holds Zilingo harmless against any and all losses, costs, claims, demands, actions, proceedings, liabilities, expenses and damages whatsoever (including all legal costs or attorney's fees on a full indemnity basis) that Zilingo may suffer or incur arising out of or in connection with any breach of any third party's intellectual property right or alleged breach thereof.
- e) It is hereby agreed that the brand logos as well as all Product images, Product descriptions, and any other details to be uploaded by the Seller on the Platform shall be uploaded in accordance with Part A of Schedule A.

#### 5) **Commission**

- a) The standard rate of commission charged by Zilingo marketplace (Zilingo) to the Seller is Twenty Five percent (25%) of the listed sales price. Zilingo would have the right to charge and deduct the commission from the amount payable to the Seller.
- b) Zilingo, at its sole discretion, can negotiate a lower commission rate with the Seller, and any such rate reductions must be approved by Zilingo's authorised representative in writing. Zilingo reserves the right to change the commission rate at any time. Any decision by Zilingo in this regard will be final.

#### 6) **Seller Account, Passcode & Security**

- a) You are responsible for maintaining the confidentiality of the passcode and your account ("**Account**") and are fully responsible for all activities that occur under your passcode or Account. You agree to: (a) immediately notify us of any unauthorized use of your passcode or Account or any other breach of security; and (b) ensure that you exit from your Account at the

end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Clause 5.

- b) You hereby acknowledge that the deletion of the Platform from the Device does not constitute termination of your Account and agree to undertake the process detailed herein in order to complete de-registration. If and when you are desirous of having your name and other details removed from the records of Zilingo, immediately upon receiving your written request to that effect Zilingo shall remove and/delete all such information.

#### 7) **Communications**

- a) Accepting these T&C, implies your express consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf at any contact number, or physical or electronic address provided by you while registering your Account. You further agree to us contacting you in any manner, including without limitation, SMS messages (including text messages), calls using pre-recorded messages or artificial voice, calls and messages delivered using auto telephone dialling system or an automatic texting system, and notifications sent via the Platform.
- b) You certify, warrant and represent that the telephone numbers and/or email addresses and any other information that you have provided to us are your own and not someone else's and are true, accurate, current and complete. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us and emails at each of the email addresses you have provided us. You agree to notify us whenever you stop using a particular telephone number(s) and/or email address (es).

#### 8) **Seller Guidelines**

- a) In consideration of Zilingo granting you the rights hereunder, you hereby agree not to use the Platform for any purpose that is unlawful under any applicable laws and/or in violation of the terms of these T&C. You shall not use the Platform in any manner that could damage, disable, overburden, or impair our server, or any network(s) connected to any of Zilingo's server, or interfere with any other party's use and enjoyment of the Platform. You shall not attempt to gain unauthorized access to any functions and features, other user accounts, computer systems or networks connected to any of Zilingo's server, in any manner, including, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means which is not intentionally made available through the Platform.
- b) The Platform is made available to you for your own personal and non-commercial use alone. You shall not allow third parties to: (i) make and/or distribute copies of the Platform or any deliverable generated by the Platform; (ii) attempt to copy, reproduce, alter, modify and/or reverse engineer the Platform; and/or (iii) create derivative works of the Platform.
- c) You accept that any and all operations emanating from your Device shall be assumed to have been initiated by you.
- d) You shall not copy, reproduce, distribute, or create derivative works of our content that is available on the Platform. Also, you shall not reverse engineer or reverse compile our technology that is available on the Platform, including, without limitation, such Java applet, as may be associated with the Platform from time to time.
- e) You shall request Zilingo, to block the Account and change the passcode immediately for the Account, if your Device has been lost or stolen.
- f) You are responsible for any and all activities that occur in your Account. You agree to notify Zilingo immediately of any unauthorized use of the Account or any other breach of security. Zilingo shall not be liable for any loss to you or your organization owing to negligent actions or a failure on your part to inform Zilingo within a reasonable time, about loss or theft of your Device and/or any unauthorized access in your Account, either with or without your knowledge.

- g) You shall be liable for losses incurred by Zilingo or any other party due to a third party's use of the Account. You shall not use any other person's account at any time, without the permission of the account holder and Zilingo.
- h) Zilingo shall make all reasonable efforts to ensure that your information is kept confidential. However, Zilingo shall not be responsible for any disclosure or leakage of confidential information and/or loss or damage of the Device due to theft, negligence or failure on your part to practice safe computing.
- i) You shall ensure that while using the functions and features, all prevailing and applicable laws, rules and regulations, shall at all times, be strictly complied with by You and Zilingo shall not be liable in any manner whatsoever for default of any nature, by you, regarding the same.
- j) You understand and acknowledge that upon using the Platform, you authorize us to access third party sites designated by you, on your behalf, to retrieve such information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us a limited powers and hereby authorize us with the full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with services and facilities available on the Platform, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that such third parties shall be entitled to rely on the foregoing authorization, agency granted by you.
- k) It is provided further that the Seller's specific compliance requirements for using the Platform shall be as set out Part C of Schedule A.

9) **Indemnification**

- a) You agree to protect, defend and indemnify us and hold us and our representatives harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your access and use of the Platform in violation of these T&C and/or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.
- b) The terms of this provision will survive any termination or cancellation of these T&C or your use of the Platform.

10) **Warranties**

- a) The Platform and the functions and features therein are provided on an "as is" and on an "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b) Zilingo shall make reasonable efforts to make available the Platform and the functions and features at all times. However, we make no warranty that the Platform shall meet your requirements, be uninterrupted, timely, secure, and/or error free. Further we do not make any warranty as to the results that may be obtained from the use of the functions and features or as to the accuracy, reliability and/or quality of the output derived therefrom.
- c) Zilingo shall not be liable for the loss and/or damage of the confidential information or data of the Seller arising as a result of an event or a series of related events, that is beyond the control of Zilingo including failures of or problems with the internet or part of the internet, attempted hacker attacks, hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections.
- d) Any material downloaded or otherwise obtained through the Platform is done at your own discretion and risk and you are solely responsible for any damage to your Device or loss of data that results from the download of any such material. No advice or information, whether oral or

written, obtained by you from us through or from the service will create any warranty not expressly stated in these T&C.

11) **Limitation of Liability**

- a) In no event shall Zilingo be liable for any direct, indirect, punitive, incidental, special or consequential damages or for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the access, use or performance of the Platform's functions and features or for interruptions, delay, etc., even if we were advised of the possibility of damages resulting from the cost of getting substitute facilities on the Platform, any platforms, data, information or services purchased or obtained or messages received or transactions entered into through or from the Platform, unauthorized access to or alteration of your transmissions or data statements or conduct of anyone on the Platform, or inability to use the Platform, the provision of or failure to provide the functions and features, whether based on contract, tort, negligence, strict liability or otherwise. This clause shall survive in perpetuity.
- b) The Seller by accepting these T&C agrees that Zilingo is an e-commerce marketplace and is not responsible for the sale or purchase of Products listed by you on the Platform. For the avoidance of doubt, the Seller shall be solely responsible for all obligations and liabilities arising out of or in connection with any and all sales of their Products on the Platform, including without limitation any and all claims relating to misrepresentation and/or product quality, defects and delivery.
- c) The Seller hereby unconditionally and irrevocably indemnifies and holds Zilingo harmless against any and all losses, costs, claims, demands, actions, proceedings, liabilities, expenses and damages whatsoever (including all legal costs or attorney's fees on a full indemnity basis) that Zilingo may suffer or incur arising out of or in connection with the Seller listing and/or selling any fake or copy of original branded products on the Platform.

12) **Severability**

If any provision of these T&C is held to be illegal, invalid or unenforceable under any present or future applicable laws: (a) such provision will be replaced with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces; and (b) the remaining provisions of the T&C will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

13) **Termination**

- a) Either Zilingo or you (each, a "**Party**") may terminate the use of the Platform at any time after giving notice of the termination to the other Party no later than 30 days before the effective date of termination.
- b) Upon termination, the rights and license granted to you herein shall terminate and you must cease all use of the Platform.

14) **Waiver**

Any failure on the part of Zilingo to require performance of any provision of these T&C shall not affect its right to full performance thereof at any time thereafter, and any waiver by Zilingo of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach.

15) **Assignment**

You shall not assign or transfer any rights, obligations, or privileges that you have under these T&C, without the prior written consent of Zilingo. Subject to the foregoing, these T&C will be binding on the successors and permitted assignees of Zilingo. Any assignment or transfer in violation of this clause will be deemed null and void.

16) **Independence from platforms**

- a) The Platform is independent of any platform on which it is located. The Platform is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an “**Operator**”).
- b) Your download, installation, access to or use of the Platform is also bound by the terms and conditions of the Operator.
- c) You must comply with any applicable third party terms of agreement when using the Platform (e.g. you must ensure that your use of the Platform is not in violation of your Device agreement or any wireless data service agreement).

17) **Updates**

- a) Zilingo reserves the right to update the Platform, in order to, *inter alia*, increase efficiency, optimize user interface, and add new facilities from time to time. Update packages will be sent to you on your Device for download and installation.
- b) You hereby agree to install the updates from time to time and acknowledge that Zilingo will only be able to provide Account support for the Platform if you ensure to install all updates upon receiving notifications thereof when using the Platform.

18) **Validity of T&C**

These T&C shall apply when you complete the authentication process and create an Account and shall remain valid and binding on you for so long as you maintain the Account.

19) **Governing Law and Jurisdiction**

These T&C are governed and construed in accordance with laws of Republic of India. By using the Platform, you hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Mumbai, in the event of any disputes arising out of or in relation to your access to and use of the Platform.

## **SCHEDULE A**

### **PART A**

- 1) Pursuant to clause 4 (e), the Seller shall:
  - a) prepare and upload his/her brand logos as well as all Product images, Product descriptions, and any other details on the Platform in as much detail as possible to reduce the number of questions a buyer/customer asks.
  - b) upload images of Products with a minimum 1080 x 1512 pixels.
  - c) upload Products based on relevant category and sub-category.
  - d) not be allowed to sell Products from categories as mentioned in Part B of Schedule A.
  - e) list any fake or copies of original branded products on the Platform. 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 the Platform) and delist the product.
  - f) specifically mention all such characteristics while uploading the Product details.
  - g) ensure that 80% of the space in a Product picture should be occupied by the Product so that the background or peripherals are not more prominent than the Product itself and the image provides a realistic idea of the Product being sold.
  - h) not upload any “selfie” photos and must ensure that the buyer is able to see the entire Product’s picture clearly.
  - i) manage its own inventory and to ensure that the inventory numbers, categories and other sales related information is updated at all points in time.

### **PART B**

- 1) The Seller shall not sell any Products from the categories mentioned hereinbelow:
  - a) Alcoholic beverages
  - b) Used underwear.
  - c) Firearms, weapons, and all kinds of weapons
  - d) Document administration and travel
  - e) Uniform administration
  - f) Part / human organs
  - g) Goods harassing party / race or be degrading to another person.
  - h) Attribute police
  - i) Goods proceeds of theft
  - j) Unlocking and all supporting accessories act of robbery / theft.
  - k) Items that can and or explosive, flaming or burning themselves.
  - l) Animals
  - m) Cash
  - n) Scrambler signal, busting signal, and / or other tools that can interfere with the signal or telecommunications networks.
  - o) Supplies and equipment gambling.
  - p) Talismans, objects that are claimed to give science a magnitude unseen and supernatural powers.
  - q) Goods with exclusive distribution rights that can only be traded with a system of direct sales by authorized resellers and / or goods with system sales of multi-level marketing.
  - r) Non-physical products that cannot be shipped via courier services, including but not limited to product pulse / vouchers (i) telephone, (ii) electricity, (iii) games, (iv) digital credit.
  - s) All types of other items that conflict with shipping and import regulations under applicable law.
  - t) Dangerous drugs, controlled precursors, essential chemicals, and paraphernalia under applicable law.
  - u) All types of other items that conflict with the shipping regulations under applicable law.
  - v) Banned or severely restricted drugs for health and safety reasons in their country of origin.
  - w) Mislabeled hazardous substance or banned hazardous substance.
  - x) Adulterated or mislabeled food, drug, device or cosmetic.

- y) Any consumer product not in conformity with the applicable consumer product quality or safety standard in accordance with under applicable law.
- z) Other items whose ownership or circulation in violation of applicable laws and regulations under applicable law.

### **PART C**

- 1) Pursuant to clause 7 (k), the Seller shall:
  - a) provide the buyer/customer with an official receipt for all purchases made on the Platform. Such an invoice shall contain all details as Zilingo may notify the Seller from time to time.
  - b) upon Zilingo's request provide Zilingo copies of all official receipts provided to buyer/customer, including without limitation proof that Seller had provided the official receipt to buyer/customer.
  - c) cooperate in providing an invoice or in facilitating Zilingo in fulfilling the requirements for the generation of such an invoice on a case-by-case basis, in the event that buyer/customer requests a special official receipt for a specific order.
  - d) ensure that for products such as electronics that come with warranty cards etc. from the manufacturer, are provided to the customers/buyers with the same.
  - e) acknowledge and accept that Zilingo is in no way responsible for the manufacturing or production of any items sold on the Platform.
  - f) accept the request for replacement or refund of the buyer/customer, at the buyer/customer's option, in case of the return of defective products.
  - g) settle all returns/refund with the buyer/customer on a case by case basis and as per the Zilingo's Returns and Refunds Policy. For any cross-border transactions, returns and refunds will be reviewed on a case by case basis.
  - h) prepare all the Products as per the order made by the buyer/customer within 3 to 5 business days of the receipt of the order to ensure that Zilingo can fulfill the order within the lead time promised to the buyer/customer. In case of the Seller's inability to stick to the timeline, they shall inform Zilingo at the earliest.
  - i) not include any personal information like email address, Whatsapp, Facebook, Instagram, BBM, Line ID etc in the description of its shopfront or Products on the Platform.
  - j) Payments to the Seller from Zilingo for a completed Order will be made as per Zilingo's payment policy.
- 2) It is hereby agreed that Zilingo shall:
  - a) endeavor to timely inform the Seller, if Zilingo launches any marketing campaign which may affect the selling price of a Product.
  - b) endeavor to timely inform the Seller, if Zilingo compiles look books with the Seller's Products (mixed with other Sellers' Products).
  - c) reserve the right to be able to approve, reject and request changes in images, product descriptions and any other store details uploaded by you.
  - d) reserve the right to modify, add or remove any clauses in these T&C without prior notice.