

## TERMS OF USE

**Please read the following terms and conditions very carefully as your use of the services therein are subject to your acceptance of and compliance with the following terms and conditions.**

BY DOWNLOADING OR INSTALLING, REGISTERING, ACCESSING OR OTHERWISE USING THE PLATFORM, YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. THESE TERMS CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE COMPANY.

WHILE USING THE PLATFORM, YOU MAY BE SUBJECT TO ANY POSTED GUIDELINES OR RULES APPLICABLE TO THE PLATFORM. ALL SUCH GUIDELINES OR RULES ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS.

BY USING THE PLATFORM, YOU DE-FACTO AGREE TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE OR INSTALL THE PLATFORM.

YOU ALSO REPRESENT THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE PROVISIONS OF THESE TERMS

**“Company”** or **“we”** or **“our”** shall mean Anchanto PTE. Ltd.

**“User/Users”**, shall mean the sellers listed on the Marketplaces and availing the Services and using the Platform.

**“Marketplace”** shall mean and include various e-commerce portals wherein the Users are listed for selling their products and services.

**“Marketplace Accounts”** shall mean the User’s registered account maintained with the respective Marketplace.

**“Platform”** shall mean and include both website and application called SelluSeller developed and owned by the Company, to enable the users to avail the services by the Company.

**“Services”** shall mean facilities provided by the Platform including, services to create/ edit/ fetch products on the Marketplace through the User Account, fetch and collate the orders from Marketplaces under the User Account, allow processing of orders in self-service mode or through integration with fulfillment centers, engaged with the Company through the Platform, and update order status as relevant under the user account on Marketplace. User will have an option to select perform these actions through the platform on multiple marketplaces. Further, the Services also extends to interfacing the social media accounts of the Users, which they use for selling their products, online, through these social media channels.

**“User Account”** shall mean account created by Users by registering with the Platform for availing Services.

**“You”** or **“Your”** or **“Yourself”** shall mean the User of the Platform.

### 1. INTRODUCTION:

Welcome to our Platform. If You continue to browse and use the Platform, You are agreeing to comply with and be bound by these terms and conditions (“Terms of Use”), which together with our Privacy Policy (“Privacy Policy”) govern the Company’s relationship with You. If You disagree with any part of

these Terms of Use or Privacy Policy, You may not use the Platform in entirety. The Services are subject to the limitation to these Terms of Use, Privacy Policy. Company may discontinue or revise any or all aspects of the Services at any time, at its sole discretion.

Users shall abide by these Terms of Use. These Terms of Use is an electronic record which is generated by a computer system and does not require any physical or digital signatures.

## 2. ELIGIBILITY:

By registering with the Platform, You represent and warrant that:

- You are fully able, competent and authorized to enter into the terms, conditions, obligations, representations and warranties set forth in these Terms of Use;
- You are of legal age to form a binding contract and are not a person barred from receiving Services under the applicable laws;
- You are authorized to use and avail Services or access the Platform for and on behalf of the Company or any other entity, you are representing.
- You confirm that the company, entity or the organization, you are representing is duly registered under the applicable laws of the respective country, where such company, entity or organization is conducting its business.
- Your use of Platform does not violate any applicable law or regulation. Use of Platform is void where prohibited.

In the event, the Company discovers that you are a competitor of the Company or the Platform, the Company reserves the right to restrict or remove your access to Platform, without any notice to you.

## 3. REGISTRATION:

In order to avail the services or access the Platform, the Users are required to register with the Platform, by either logging in through their accounts maintained with certain Third Party Platforms (defined below) or by using the new register/sign up option available at the Platform ("User Account"). You understand and acknowledge that it is Your responsibility to get complete information of the Service offered by the Company, before availing the same. You shall be responsible for maintaining the confidentiality of your Account and Password and you agree to accept responsibility for all activities that occur under your Account or password and of the Services in your name. The User may create multiple sub users with controlled access to the User Account. The Company shall not be responsible for any misuse by the sub users or access given to the sub users by the User. However, You may be liable to the Company and its affiliates/ partners for any losses caused to them due to any unauthorized use or misuse, including the use and access by the sub-users.

As part of the Services, User authorize the Platform to import User's details and Personal Information dispersed over Third Party Platforms. "**Third Party Platforms**" are social networking platforms, such as Facebook, LinkedIn, google account and other similar platforms.

You agree that the information you provide to the Company at the time of registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times.

By registering to the Platform or using the Services of the Platform does not deem to make You a shareholder or an affiliate of the Company for any purposes whatsoever, nor shall You have any of the rights of statutory users of the Platform.

You agree to abide by all applicable laws and regulations and are solely responsible for all Yours acts or omissions in relation to the use and access of the Platform.

Company reserves the right to modify or discontinue Your User Account at any time for any material breach of the obligations under these Terms of Use by You or of reported abuse of the Platform as may be brought to our notice appropriately.

You shall be responsible for maintaining the confidentiality of your Account and Password and you agree to accept responsibility for all activities that occur under your Account or password and of the Services in your name. We also reserve the right to refuse registration of, or cancel Accounts which we deem inappropriate.

#### **4. SERVICES DESCRIPTION:**

SelluSeller is a Platform which facilitates the Users to interface their Marketplace Accounts with the User Account maintained with the Platform to perform services defined under the platform. The interfacing shall be done with the help of specific credentials in the form of codes/passwords provided by the respective Marketplaces or the Users, as the case may be. The Platform enables Users to create and edit products, order statuses and services, offered through the Marketplaces and manage their selling price, special price, inventories and other product specific details maintained with the Marketplaces, through the Platform. Further, the Services also extends to interfacing the social media accounts of the Users, which they use for selling their products, online, through these social media channels.

As part of the Services, the Platform also has a feature to fetch the order details from the respective Marketplace user accounts and capture the same on its system for the Users to process in Do It Yourself (DIY) mode. Platform also provides a feature where an order would be pushed to the respective fulfilment centre in case the Users opt for complete fulfilment service, to be completed by one of the partners of the Company. At any given time, the user account on the platform can either being DIY or fulfilment service, both cannot be opted together.

The Platform shall provide certain basic analytical reports on the sale and type of products and services being sold by the User based on the content uploaded by the Users and the content made available to the Platform from third parties including the Marketplaces and fulfilment centres. Users understand and acknowledge that these reports are merely opinions put forth by the Platform based on the information received from the Users, Marketplaces and fulfilment centres. The Platform does not recommend or advertise any Marketplace or product through the medium of these reports and these reports are to be used at the sole discretion of the User.

The Platform shall provide a medium to connect the Users with the fulfilment centres and other services under the partner network of the Company where Users may opt to use the services including warehousing, sorting, logistics, last-mile delivery, line haul, custom clearance and freight forwarding extended by these partners of the Company.

The Company does not guarantee availability of the Platform at all times. We shall take reasonable efforts to make the Services available to You, at all times through the Platform. However, as the Services are provided over the Internet, data and cellular networks, the quality and availability of the same may be affected by factors outside the Company's control. Therefore, We shall not be liable for non-availability of the Services at any time. We may try and restore access to the Platform and the Services on a reasonable and commercially viable basis. You agree and understand that the Services,

may have limitations or constraints from Marketplaces, wherein the Company or the Platform may not be allowed control or visibility of the data available on the Marketplaces. These limitations or constraints may be varied depending upon the practices or the policies of the respective Marketplace. You waive all your rights and confirm that we shall not be held liable for any non-performance of the Services, arising due to these limitations or restrictions.

#### **5. LICENSE:**

Subject to terms and conditions of these Terms, we hereby grant You a non-exclusive, non-assignable, non-transferable, revocable and limited license to use and avail the Services provided by the Platform and for no other reason.

Your use of the Platform is subject to all applicable local, state, national laws and regulations and the rules. You undertake not to reverse engineer, reproduce, publish, re-publish, disassemble, disseminate, modify, copy, distribute, transmit, display, perform, license, create derivative works from, transfer, or sell any material, service or feature, information, reports, software of the Platform and further agree not to use this Platform as part of any another Platform, upload of any virus, malware, Trojan, use any content for commercial purposes; access or modify partially or otherwise to any source code; track or monitor the other users; do anything that puts an enormous/ unreasonable load on our servers; copy or create derivative work on the Platform.

#### **6. CONSIDERATION:**

The Services are provided to you in a two tier subscription model. The first tier consists of free subscription up to a specific number of orders or products or marketplace interfaces or services or as decided by the Company. The second tier consists of paid subscription which shall apply on the additional numbers over those as specified in the first tier. The consideration for the number of orders or products or marketplace interfaces or services exceeding the free subscription limit shall be calculated at a pre-defined rate, as decided by the Company.

In the paid subscription category, User would need to buy a particular number of orders from the Company and use them. This is a prepaid model and the Company shall accept payments by way of credit card, debit card, net banking, mobile wallet and/or any other authorised payment mechanism as acceptable to the Company. The Company may, at its sole discretion, provide certain concessions in form of free months, to the Users who avail annual pre-paid subscriptions. For the pre-paid subscription, the User understands and acknowledges that if the User terminates the User Account or ceases to avail the Services before the expiry of the period for which the pre-paid amount is paid, then the User shall not be entitled to a refund of the amount paid for the subscription period.

In the event of post-paid subscription, if the User decides to terminate his User Account or ceases to avail the Services by terminating the User Account, the User Account shall be in an inactive state until the final invoices and dues are cleared by the User and the same is received by the Company. The User Account shall stand terminated after the payment is received by the Company.

The Company reserves the right to change the fees charged for any product type at any point of time without prior notice and/or can change the limits under free subscription from time to time.

As part of the Services, the Company may, at its discretion and subject to certain terms and conditions provide some benefits to Users, who shall refer the Platform to other potential users. It is clarified that, the User shall not be eligible for claim multiple benefits, during the same transaction. These benefits shall be provided by the Company, at its discretion and on a case to case basis.

#### **7. CONTENT AVAILABLE:**

You acknowledge that Company does not make any representations or provide any warranties about the material, data, and information such as data files, text, facts and figures, photographs, computer software, code, audio files or other sounds, personal details, photographs, videos, or other images that is shared by other Users or any other content provider such as Marketplace, fulfilment centre etc. or by the Company (collectively, the "Content") which You may have access to as part of the Services, or through Your use of this Platform. Under no circumstances, the Company is liable in any way for any Content, including, but not limited to any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Platform.

#### **8. CONTENT SHARED BY YOU:**

You represent, warrant, and agree that no content/details shared by You with Platform ("Your Content"), violates or infringes upon the rights of any third party, including any patent, copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libellous, defamatory, or otherwise unlawful material.

You grant us a limited right to use the Your Content including but not limited to Trademarks, Service Marks, logos etc. submitted by You for the purpose of providing the Services, You also grant us the right (i) to display Your Content on the Platform (ii) to use it for analytical purpose (iii) to exchange it with the marketplace through the interface the platform supports (iv) to share required order and/or product details with fulfilment centre or other network partners in order to provide the required service successfully

As part of the registration process You shall be required to share specific credentials in the form of codes/passwords provided by Marketplaces so that the Platform can access product and order details of the User. The User understands and acknowledges that such credentials shall only be used for the purpose of interfacing with the respective Marketplaces. You agree that You are solely responsible for Your Content made available by You through the Platform including but not limited to any liabilities arising out of any third party infringement claims. You understand that, You are not required to share any codes/passwords with the Company and the Company shall not access your codes/passwords at any point of time.

You acknowledge that You shall be solely responsible for content uploaded by You on the Platform and we do not have any control over the same. However, we reserve the right to review the contents uploaded/submitted by You and if the same is not in accordance all applicable laws, rules and regulations, or found to violate any privacy or any other right including third party rights, we shall remove such content, without any prior notice to You or terminate the User Account, at our sole discretion. We also reserve the right to take down any content uploaded by the User that is found to be objectionable or which is removed or taken down by any of the User's Marketplaces.

Your Content should be free from virus, Trojan etc. We shall not take any liability with respect to Your Content. You should not share any content with us which contains any illegal, unethical or competitive data. The Company shall not authenticate, verify Your Content or data. You shall be solely responsible for the same.

Company may provide opinions, reports, advice, analytical data, information (SelluSeller Inputs) or details in relation to Your Content. You shall use Your own judgment before using the SelluSeller Inputs. The SelluSeller Inputs are for Your personal consumption, You shall not share the SelluSeller Inputs with any third party. We shall not be responsible for any claim which may arise due to your reliance on the SelluSeller Inputs.

## **9. CONTENT CREATED AND STORED BY YOU:**

You are solely responsible for the content that you create or store on the Platform, along with the consequences of its transmission. You are further responsible, if you accidentally make any private content publicly available.

You represent and warrant that the content you create and store on Platform does not violate any applicable law, rule or regulation or third party rights, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libelous, defamatory, or otherwise unlawful material. You agree to indemnify and hold us harmless against any claims against us arising out of or in relation to your content created, stored or used through the Platform.

You acknowledge that, we are not under any obligation to keep back-up copies of the content once your Account is deleted.

Platform provides You with the ability to modify any content created by You. You acknowledge and agree that You are solely responsible for any modifications You may make and the same is required to be in accordance with applicable law. We do not have control over data stored by You on the Platform, You agree that the same is solely managed by You.

## **10. RESTRICTION ON SERVICES:**

The User understands and acknowledges the following:

- Users will not use the Services for any purpose that is illegal, unlawful or prohibited by these Terms of Use;
- User will not remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Platform;
- User will not use Services in any manner that threatens or is likely to threaten the integrity, performance or availability of the Services and the Platform;
- User will not reverse engineer, decompile or otherwise extract the source code(s) related to the Platform or any part thereof;
- Make unsolicited offers, advertisements, proposals, or send junk mail or “spam” to other users;
- Impersonate another person or access another User’s Account;
- User will not collect information about other Users in any illegal or unlawful manner for any illegal or unlawful purpose;
- User will not use Services in any manner that can damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the Services or the Platform, or interfere with any other Third Party’s access to and enjoyment of Services or the Platform;

## **11. PROHIBITED CONDUCT:**

You agree not to engage in any of the following activities:

### **Violating laws and rights:**

You shall not (a) use the Platform for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party,

including but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

If any data of the Platform is used by the User for any unlawful activity, then Company shall have all the rights related to such data and shall have right to co-operate with legal authorities regarding the same.

**Solicitation:**

You shall not use the Platform or any information provided through the Platform for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, or any other form of unsolicited or unwelcome solicitation.

**Disruption:**

You shall not use the Platform in any manner that could disable, overburden, damage, or impair the Platform, or interfere with any other party's use and enjoyment of the Platform; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services on the Platform, or violating any regulation, policy, or procedure of any network, equipment, or server.

**Harming others:**

You shall not share or transmit Content or Details that are harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act or is hurtful to any religious, racial, demographic, ethnic sentiments.

You shall not intimidate or harass another through the Platform; and, You may not post or transmit any personally identifiable information about persons without obtaining such persons express permission to do so through the Platform.

**Impersonation or unauthorized access:**

You shall not impersonate another person or entity, or misrepresent Your affiliation with a person or entity when using the Platform;

You shall not use or attempt to use another's account or personal information; and, You shall not attempt to gain unauthorized access to the Platform, or the computer systems or networks connected to the Platform, through hacking password mining or any other means.

**12. ANICILLIARY SERVICES:**

The Company shall provide a live chat support for the Users to connect with the representatives of the Company ("Associates") for any help or support, as may be required by the User in relation to the Services. The Users understands that this feature shall be available only during the working hours of the Company, Monday to Saturday. Users shall not use any foul language and always conduct themselves in professional manner, while interacting with the Associates. Any wrongful act or misconduct or use of foul language by the Users shall amount to termination of chat by the Associates and the Company reserves the right to take appropriate legal action against the User. The

User understands and acknowledges that the timings for this support services, may be changed by the Company, based on its internal policies.

### **13.CHANGE IN TERMS:**

Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services and the Platform (or any part thereof) with or without notice. Further, the Company reserves the right to change these Terms of Use at any time and to notify You by posting an updated version of the Terms of Use on this Platform. You are responsible for regularly reviewing these Terms of Use. Continued use of the Platform after any such change shall constitute Your consent to be bound by the updated Terms of Use. Your only right with respect to any dissatisfaction with these Terms of Use; any policy or practice of ours in operating the Platform or any Content available through the Platform, is to stop visiting and using the Platform.

### **14.DISCLAIMERS:**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PLATFORM AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND THAT THE PLATFORM AND THE SERVICES THEREIN ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM, THE SERVICES AND YOUR USE THEREOF. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES OR THE PLATFORM'S CONTENT OR THE DETAILS AND CONTENT SHARED BY THE USERS OR THE CONTENT OF ANY THIRD PARTY WEBSITES LINKED TO THE PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, SERVICE AND SOFTWARE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR PLATFORM AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL, TECHNICAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, COMMUNICATED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM OR THE SERVICE. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM AND PLATFORM SHALL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND/OR OTHER USERS. COMPANY SHALL NOT BE RESPONSIBLE FOR SERVICE DISRUPTION CAUSED DUE TO LOSS OF INTERNET CONNECTION BETWEEN USER AND THE PLATFORM AND THE IMPACT ON THE USAGE OF USER.

YOU ALSO AGREE NOT TO INTERFERE WITH OR ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO ANY PARTS OF PLATFORM OR ANY ACCOUNTS, COMPUTER SYSTEMS OR NETWORKS, ETC.

YOU UNDERSTAND AND ACKNOWLEDGE THAT THE PLATFORM IS PRONE TO UNINTENTIONAL INACCURACIES IN CONTENT. E.G. TYPOGRAPHICAL ERRORS, IMPROPER LINKAGES ETC.

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU SHALL BE SOLELY RESPONSIBLE FOR THE FULFILLMENT OF YOUR ORDERS AND THE MANAGEMENT OF YOUR INVENTORY IN RELATION TO THE ORDER WITH THE MARKETPLACE. WE SHALL NOT BE RESPONSIBLE FOR THE FULFILLMENT OF YOUR



ORDERS AND THE MANAGEMENT OF YOUR INVENTORIES. WE SHALL NOT BE LIABLE FOR ANY DEFICIENCIES IN THE FULFILMENT OF YOUR ORDERS. AS PART OF THE SERVICES, WE PROVIDE A MEDIUM FOR INTRODUCING YOU TO THE RESPECTIVE SERVICE PROVIDERS ON OUR NETWORK.

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DISPUTES WHICH MAY ARISE BETWEEN YOU AND THE MARKETPLACE OR BETWEEN YOU AND YOUR BUYERS OR CUSTOMERS. YOU AGREE AND CONFIRM THAT WE SHALL NOT BE LIABLE OR BE MADE PARTY TO ANY SUCH DISPUTE OR CLAIMS.

**15. LIMITATION OF LIABILITY:**

IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF PLATFORM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE PLATFORM OR THE SERVICE, INCLUDING WITHOUT LIMITATION WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE PLATFORM OR THE SERVICE, FROM INABILITY TO USE THE PLATFORM OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE PLATFORM OR THE SERVICE. SUCH LIMITATION OF LIABILITY SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR RENDERED THROUGH OR ADVERTISED IN CONNECTION WITH THE PLATFORM OR THE SERVICES OR ANY LINKS ON THE PLATFORM, AS WELL AS BY REASON OF ANY INFORMATION, OPINIONS OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE PLATFORM OR THE SERVICES. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR USER DETAILS AND CONTENTS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY HEREIN.

**16. INDEMNIFICATION:**

You agree to indemnify us and hold us harmless from and against any claims arising out of or relating to: (i) details and Content that You submit or transmit for the Services, (ii) Any deficiencies in the fulfilment of Your orders with Your customers, (iii) Your violation of any rights of any other person in connection with the Platform, (iv) infringement of any third party intellectual property rights, (v) any breach of the terms and conditions of these Terms of Use, (vi) any breach of applicable law (vii) any representation and warranties made in relation to the Services (viii) transactions (present and subsequent) between You and your customers and (ix) any violation of any laws and regulations.

**17. ANTI-SPAM POLICY:**

You certify that You shall avail the Services in accordance with these Terms of Use. You are forbidden to transmit unsolicited commercial email (spam) by using the Services. Additionally, You are required to reconfirm (permission pass) or stop mailing an existing list when it is determined to be in violation of our anti-spam policy. Repeated violations or failures to comply with this anti-spam policy shall result in termination of Your access to the Services. You agree and acknowledge that, we shall not be held liable for any claim that may arise due to Your violation of this anti-spam policy.

**18. PRIVACY POLICY:**

The Company is committed to responsibly handle the information and data we collect through the Platform in compliance with our Privacy Policy located at [--].

**19. OWNERSHIP OF INTELLECTUAL PROPERTY:**

The Platform and all the rights including but not limited to intellectual property rights subsisting under or in relation to the Platform are owned by the Company and its affiliates, subsidiaries, licensors as the case may be. The Company respects copyright, and we prohibit Users from submitting, uploading, posting, or otherwise transmitting any Content or details on the Platform that violates another person's proprietary rights.

If You believe that the Platform contains elements that infringe Your intellectual property rights in Your work, please notify Us immediately. If we receive intellectual property right infringement claim notification, and it is felt appropriate, We may remove all such content which is indicated as infringing and/or take any other appropriate action at our discretion.

All materials on this Platform, including but not limited to audio, images, photographs, software, text, icons and such like (the "Platform Content"), are protected by copyright under the copyright laws. You cannot use the Platform Content, except as specified herein.

SelluSeller is the trademark wholly owned by Anchanto. Pte. Ltd. There may be proprietary logos, service marks and trademarks found on the Platform whether owned/used by us or otherwise. By displaying them on the Platform, we are not granting You any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Platform Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

## **20. TERMINATION:**

If You wish to terminate these Terms of Use, You may immediately delete Your User Account and stop accessing or using the Services or the Platform. Your right to access and use the Platform terminates automatically upon Your material breach of any of the terms of these Terms of Use. Upon termination,

Your right to access the Platform and use the Services shall immediately cease. Thereafter, You shall have no right, and the Company shall have no obligation, to execute any of the uncompleted tasks. The Company reserves the right to terminate these Terms of Use, without any prior notice to You.

The deletion of User account does not immediately remove the contents of the account. Similarly, if such data is being used in offline mode, it shall not be possible for the Company to remove it completely and permanently.

Survival: Provisions such as, disclaimer of warranties, limitation of liability, indemnity, ownership of intellectual property, confidentiality, miscellaneous terms, prohibited conduct shall survive any termination.

## **21. MISCELLANEOUS TERMS:**

**Choice of Law and Jurisdiction:** These Terms of Use are governed by and construed according to the laws of Singapore, the acceptance of the Terms of Use shall be deemed to have been given at Singapore. Any dispute arising out of this Terms of Use shall be resolved through arbitration. The arbitration will be conducted in Singapore in English language, in accordance with the Rules of Singapore International Arbitration Centre (SIAC) by a sole arbitrator who shall be appointed by the Company and the award made in pursuance thereof shall be binding on the parties. The dispute resolution and arbitration process mentioned in this Section will not prohibit the Company from approaching the courts for appropriate interim reliefs.

**Force Majeure:** Without limiting the foregoing, under no circumstances shall the Company is held liable for any damage or loss due to deficiency in performance of Services resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, change in law, telecommunication equipment failures, software failures, machinery breakdown, strike, or due to government regulations,

floods, storms, electrical failure, civil disturbances, riots and any other reason beyond reasonable control of the Company.

**No waiver:** The Company's failure to insist on or enforce strict performance of any of the terms of these Terms of Use shall not be construed as a waiver of any provision or right.

**Severability:** If any part of these Terms of Use is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

**No agency relationship:** You agree that no joint venture, employment, or agency relationship exists between You and the Company as a result of these Terms of Use or from Your use of the Platform. You shall not make any statement or enter into any commitment, agreements or arrangement on behalf of the Company, unless you are authorized to do so.

**Entire Agreement:** These Terms of Use, Privacy Policy constitutes the entire agreement between You and the Company relating to this subject matter and supersede any and all prior communications and/or agreements between You and the Company relating to this subject matter.