

MERCHANT TERMS OF SERVICE

Last Updated on June 14, 2022

This Merchant Terms of Service (hereinafter referred to as the “**Terms**”) is entered into by the merchant, (hereinafter referred to as the “**Merchant**”) offering its product(s) and service(s) (“**Products**”) for sale on the website www.simsim.in, mobile application ‘simsim’ and all associated tools and services (collectively hereinafter referred to as “**Platform**”) owned and operated online by SZS Tech Private Limited, a company duly incorporated under the provisions of Companies Act, 2013 having its registered office at A 4/3, Street No. 4, Vasant Vihar, South West Delhi, New Delhi - 110057 (hereinafter referred to as “**Simsim**”).

These Terms stipulate the standard terms and conditions that will govern all the online selling activities including but not limited to access and usage of Platform, listing of Products, order management, fulfillment services and payment collection, as may be undertaken by the Merchant and authorized by Simsim. These Terms are an electronic record in terms of “Information and Technology Act, 2000” (as may be amended, modified, re-enacted, consolidated or replaced from time to time) and rules formulated thereunder as applicable and the amended provisions pertaining to electronic records in various statutes and regulations as amended by the Information and Technology Act, 2000 and is generated by a computer system and does not require any physical or digital signatures.

The Merchant agrees that as a condition precedent for sale of products and services on the Platform, the Merchant shall complete the Merchant Registration Form, if any, and provide Simsim with all such information as may be requested by Simsim. The Merchant agrees to accept and comply with the Privacy Policy of Simsim by clicking “**I AGREE**” on the Platform. Subsequent to completion of the registration process, the Merchant shall be provided the access to the Merchant Panel (*as defined below*) through which the Merchant shall upload, create its catalogue for sale and distribution of its Product through the Platforms and update order information received in the Merchant Panel. The Merchant will further be entitled to utilize the Platform through which Products can be offered for sale to the buyers accessing the Platforms, however, such access and entitlement of the Merchant to use the Platform shall be subject to the terms and conditions stipulated under these Terms.

1. GENERAL SALE AND PRODUCT POLICY

1.1. Product Guidelines

The Merchant shall be restricted to sell only those Products for which it has the legal right to sell and such sale must be in consonance with the terms and conditions of these Terms. All transactions with the buyer are between the Merchant and the buyer, and the Merchant will be the seller of record. Simsim shall not be a party to any transactions between the Merchant and the buyer although the Platform will provide the services in connection with the transactions.

1.2. Abiding by the Law

Merchant hereby represents and warrants that it shall comply with all the applicable laws, regulations, legal requirements, and generally accepted industry standards and self-regulatory principles including laws related to marketing, packaging, consumer and product safety,

product testing, labeling, pricing and packaging and any other applicable law (hereinafter referred to as “**Applicable Laws**”), in connection with these Terms.

1.3. Sale in India only

It is understood that the Merchant will only offer such Products for sale on the Platform that are legally allowed to be sold and shipped throughout India. The Merchant shall not offer to sell or sell Products through the Platform outside the territory of India without prior written approval from Simsim. The Merchant further represents and warrants that its principal place of business is in India and will not conduct any operations relating to these Terms from outside the territory of India.

1.4. Product Authenticity

1.4.1. The Merchant shall only sell those Product(s) through the Platform, which are new and authentic. The Merchant shall be obligated to maintain adequate processes and procedures for conducting diligence to assure the buyers that the Product(s) are authentic, authorized for sale, and not stolen, counterfeit, illegal or misbranded. The Merchant shall ensure that only those Products which have a minimum shelf life as mentioned in **Annexure I** of these Terms will be sold through the Platform. Further, any category of the Product not included in **Annexure I** of this Product should have a shelf life of at least 9 (nine) months.

1.4.2. The Merchant shall upload the description, images, disclaimer, delivery timelines, price and such other details for the Products as required under Applicable Laws or otherwise to be displayed and offered for sale on the Platform.

1.4.3. The Merchant may not list any of the Products on the Platform that are counterfeit, illegal, stolen, or fraudulent, or infringe any third-party intellectual property rights, trademarks, trade name, logo, moral right, trade secret and any other intellectual property right or that it otherwise may not have the right to sell. All such information as shall be provided by the Merchant about the Products shall be deemed to be accurate, current, and complete and not misleading, deceptive, or fraudulent in any way.

1.4.4. The Merchant shall not upload any description, image, text, graphic that is unlawful, illegal, objectionable, obscene, vulgar, opposed to public policy, prohibited of the Product. The Merchant shall further ensure to upload the description and image of the Product which is offered for sale through the Platform.

1.4.5. The Merchant agrees that upon receipt of request from Simsim, it shall promptly provide Simsim with (i) certificates of authenticity (or similar documentation) for Products, (ii) documentation showing that the Merchant has a legal right to sell the Products through the Platform, and (iii) documentation showing that Merchant is licensed and/or otherwise have a right to use any retailer product content.

1.5. Prohibited Listings

- 1.5.1. Simsim, in its sole discretion, may prohibit the Merchant or remove the Product(s) listed on the Platform or direct the Merchant to refrain from listing the Products or providing any specific retailer product content, with notice to the Merchant. Simsim further reserves the right to remove the Product(s) listed on the Platform that violates any of the terms recorded in Section 1.4 above. The Merchant shall not list, market, promote, offer for sale, or sell any Product falling in the category of restricted/prohibited items. Further, Simsim will intimate the Merchant, from time to time, with respect to the restricted/ prohibited products and its categories. In the event the Merchant sells or lists any restricted/ prohibited item, Simsim shall be entitled to block/restrict the sale of such Products by the Merchant and shall also have the right to immediately suspend or terminate the Merchant's access to the Merchant Panel and the Platform and/ or terminate these Terms. Further, Simsim is also entitled to levy the penalty which is 5 (five) times the selling price of the Products if it is determined or found that Merchant has sold or attempted to sell fake and counterfeit Products through the Platform.
- 1.5.2. Additionally, Simsim can remove Merchant listings in its sole discretion in response to notices of alleged copyright infringement, trademark misappropriation, or other intellectual property claims or in the event it is mandatory to remove Merchant listings for improving the experience of the buyer. If Simsim requests that Merchant should remove Product(s) or retailer product content from the Platform, the Merchant shall undertake all such commercially reasonable efforts that are necessary to remove the Products or retailer product content within 48 (Forty-Eight) hours of such request so that the Products and related retailer product content no longer appear on the Platform. The Merchant shall not list or include such removed Products or retailer product content on the Platform at any time unless their inclusion is specifically authorized by Simsim in writing.

2. PRODUCT INFORMATION AND RELATED CONTENT

- 2.1. Through the Merchant account on the Platform provided by Simsim (hereinafter referred to as the "**Merchant Panel**"), the Merchant shall upload and list all the requisite content in accordance with provisions of the Legal Metrology Act, 2009 and the Legal Metrology (Packaged Commodities) Rules, 2011, any guideline issued by Department for Promotion of Industry and Internal Trade (DPIIT), Government of India etc. including pricing and available inventory per unique Product. In order to list a Product for sale on the Platform, the Merchant must provide all requested Product content. The list of all necessary data elements required for each Product(s) shall be communicated to the Merchant by Simsim and the same will be made available on the Merchant Panel in due course of time. If the Product falls within a category that is subject to specific product guidelines, the Merchant may be required to provide additional product content for those types of Products. The Merchant acknowledges that any and all information pertaining to the Product uploaded and submitted on the Platform by the Merchant is accurate and complete.
- 2.2. It is clarified that it shall be Merchant's responsibility to ensure that the Products listed on the Platform and the description included for each Product are reflected correctly on the Platform and Simsim shall have no obligation and liability to check the listing of the Products

including the description of such Products. Further, the Merchant accepts and acknowledges that if in the event any liability arises on Simsim due to discrepancy in the Product information listed by the Merchant on the Platform then Merchant shall be liable to indemnify Simsim in accordance with Section 10 of these Terms.

3. PAYMENT

- 3.1. Simsim is entitled to fees for fulfillment, and may deduct any amounts due in the form of chargebacks, reversals or withheld for anticipated claims, in accordance with the terms and conditions agreed in the commercial agreement executed between the Merchant and Simsim offline and/or via email.
- 3.2. All payments shall be done on the basis of the agreed payment cycle (commission structure as agreed to between the Merchant and Simsim). By default, Simsim will work on T+2 model of payment cycle, where 'T' refers to the date of delivery of the Product, and all payments shall be made twice a week only. All remittances shall be done for the delivered Products only and all charges levied by the Merchant's bank will be borne by the Merchant alone. All payments in relation to the transaction captured herein shall be in INR. Merchant agrees and acknowledges that any payment proposed to be routed through the Platform will be collected by Simsim and Merchant will be paid in accordance with Section 3.1 above, net of commission and charges to be paid to Simsim. However, it is agreed and acknowledged by the Merchant that in the event there is any delay in making the payment by Simsim to the Merchant due to any technical or operational glitch or occurrence of any Force Majeure Event then Simsim shall not be held liable for any such delay in the payment.
- 3.3. In the event there is any issue or discrepancy with the payment made by Simsim then Merchant is required to raise the issue with respect to any such discrepancy or issue with the payment within 30 (thirty) days from the date of payment, post which Simsim shall not be obligated to resolve any such issue or discrepancy and it will be deemed to have been accepted by the Merchant.
- 3.4. Simsim maintains the right to deduct or collect and deposit any taxes, levies or any similar amounts that Simsim may be legally obliged to deduct or collect from any amounts payable to the Merchant under this Agreement under the applicable laws, and payment to the Merchant as reduced by such deductions or collections will constitute full payment and settlement to the Merchant of Simsim's obligations. The Merchant agrees to provide necessary documentation including Merchant's valid and correct Permanent Account Number, Goods and Services Tax Identification Number ("GSTIN") with correct legal name or suitable declarations, as may be required, for Simsim to satisfy any information reporting or withholding or collection obligations with respect to any payments under this Agreement. If the Merchant's information provided is invalid or inoperative under the applicable laws, Simsim shall maintain the right to deduct or collect or withhold taxes at a higher rate, as is prescribed under the applicable laws. The Merchant agrees to indemnify Simsim for any taxes, interest, penalty, fines, or such other payments required to be paid by Simsim on account of incorrect details provided by the Merchant and Simsim maintains the right to deduct from payments to be made to the Merchant for any such indemnified amounts. The Merchant confirm that the Merchant would duly pay any applicable taxes, levies or similar amounts on the Merchant's income, as applicable under this Agreement on all amounts on which taxes, levies or similar amounts are not or inadequately withheld or collected and report and file a return of income under the

applicable laws and provide the necessary certifications in this respect. Simsim will issue the appropriate withholding tax certificates to the Merchant in accordance with the applicable laws within the statutory timelines.

- 3.5. If the Merchant is required to deposit withholding taxes, Merchant will issue an appropriate tax withholding certificate in the form and manner as prescribed under applicable, for such withholding tax amount to Simsim. You may submit a reimbursement claim with a valid tax withholding certificate under the applicable laws as per the statutory timelines. Simsim shall reimburse the claim post verification and reconciliation with service fee as per books of accounts. Simsim will have the right to reject the claim if the claimed amount does not match with service fee invoices. Simsim shall maintain the right to recover any excessive claims paid to you.

4. ORDER PROCESSING, FULFILLMENT AND DELIVERY

4.1. Order Processing

It is understood by the Merchant that Simsim will only act as the bridge between the Merchant and the buyer and that all transactions with the buyers are between the Merchant and the buyer, and Merchant shall be the Merchant on records. Buyers will place order (hereinafter referred to as the “**Order**”) using the checkout system available on the Platform. Simsim will electronically transmit the Order information to the Merchant which is necessary to fulfill such Order (“**Transaction Information**”). Upon successful receipt of the Transaction Information, Simsim will send a message to each buyer confirming receipt of the Order.

Merchant, being seller and Merchant on record, will be responsible for the levy, collection and payment of all applicable Taxes together with the filing of all relevant returns, under any tax laws in India, including Goods and Services Tax (“**GST**”) and issuing valid invoices / credit notes / debit notes (including complying with GST law provisions or any other applicable laws), as may be required in connection with the transaction with the buyers. Simsim is not responsible for tax compliance, payment, filing etc. for the transaction of the Merchant with the buyers.

4.2. Order Fulfillment

Subsequent to receipt of the Transaction Information, the Merchant shall pack the Products in accordance with the requirements mentioned under Section 5 of these Terms and any other requirements as considered necessary and shall handover the packed Products to the logistics partner assigned by Simsim. It is agreed and acknowledged by the Merchant that Simsim shall ship the Products and the customer care team of Simsim shall handle any and all queries of the buyer. In the event any query of buyer relates to the Product or any other information to which customer care team of Simsim is unable to handle alone and requires information from the Merchant then in that event, customer care team of Simsim shall forward such query to the Merchant and Merchant shall be required to provide prompt response on such query so that the issue or query of the buyer can be resolved by Simsim at the earliest. It is further clarified that Simsim shall process and fulfill the Order as per its internal policies of the Platform. Simsim has the right to change or amend these policies as required and the

Merchant shall be notified about such amended policies separately on their registered e-mail address provided to Simsim.

If the Merchant fails to fulfill the entire quantity of a purchase order (“**PO**”) line in an Order, then the Merchant will cancel that PO line, fulfill all other lines in the Order and promptly notify Simsim of such cancellation. If the Order consists of one PO line that the Merchant cannot fulfill the entire quantity for, then the Merchant will cancel the entire Order and promptly notify Simsim about the same. If the Merchant initiates the cancellation of any Order or PO line in any Order, the Merchant shall promptly update the same in the Merchant Panel and subsequently, Simsim shall intimate the buyer with email notification of such cancellation in accordance with the Applicable Laws. However, pursuant to such cancellation, Simsim shall be entitled to levy penalty on the Merchant in accordance with **Annexure II** of these Terms.

4.3. Shipping Options

Merchant shall be responsible for properly laying out the selling price for all Products through the Simsim tools, to the buyer. The Products will be shipped through Simsim logistic services and the Merchant shall provide Simsim with the shipping, handling and any other charges for each Product(s), separate from the purchase price depending on the shipping model elected. It is expressly agreed by the Merchant that shipping shall not be enabled/exercised for any Product in any region where the sale of such Product violates any of the Applicable Law. It is clarified that any shipping fee or other related fee levied by Simsim in relation to logistic services for shipping of its Products, shall solely be accounted as Simsim’s revenue and the Merchant shall have no claim over the same.

4.4. Shipping Process

The Merchant shall avail the Simsim services to undertake the shipping/logistic process for the Product(s) purchased by the buyer. In the event of contrary, Merchant shall be responsible for shipping all Products purchased by the buyer within the time frame advertised or the processing time specified for such Products on the Platform or, if no time frame is advertised or specified, within 3 (three) business days (“**On-Time Ship Standard**”) from the date of receipt of the Order. The Merchant shall be responsible for all shipping charges and for any costs or charges related to shipping-related problems, including without limitation, damaged or lost Products, late shipments or non-delivery.

4.5. Shipping Status Reports

During the subsistence of these Terms, Simsim will provide the Merchant with reports on the status of Orders placed pursuant to acceptance of these Terms. The reports will be issued according to the schedule identified by Simsim to the Merchant from time to time. The Merchant shall review each received report and provide Simsim with written notice of discrepancies (“**Discrepancy Notice**”), if any, between the report and fulfillment of any Order, within a commercially reasonable time period after the date of receipt of the report, but in no circumstances shall the time period to provide Discrepancy Notice exceed more than 14 (Fourteen) business days, from the date of receipt of the report.

5. COMPLIANCE WITH LABELLING AND PACKAGING REGULATIONS

- 5.1. Unless otherwise agreed, the Merchant agrees to undertake the packaging of the Products at its facility and shall not package the Products at any other location without the prior written consent of Simsim. The Merchant further agrees to package and label the Products for delivery in accordance with the applicable standard operating procedures and in accordance with required shipping conditions. It is however clarified that Merchant will be required to pack the Products in accordance with the branded packaging as provided and instructed in detail by Simsim. Further, Merchant shall purchase branded packaging exclusively from authorized supplier of Simsim. If in the event any logistic partner of Simsim refused to accept or pick-up the shipment of the Product(s) due to non-compliance with the branded packaging requirement of Simsim and there is significant delay in the shipping then Simsim shall be entitled to levy penalty on Merchant in accordance with **Annexure II** of the Agreement and on occurrence of such circumstances or events, MPF Claim will also not be applicable.
- 5.2. All Products shall be prepared (cleaned, preserved, labelled etc.) and packed for shipment, by the Merchant, in strict compliance with the applicable and relevant laws and/or statutes including but not limited to the provisions of the Legal Metrology Act, 2009 and the Legal Metrology (Packaged Commodities) Rules, 2011 etc. The Merchant shall be solely responsible for all the necessary permits, licenses and registrations that are necessary for labelling and/or packaging of the Products.
- 5.3. The Merchant shall ensure that the packaging of the Products is safe, proper and adequate to withstand the normal transportation and environmental hazards for packaging and shipping. In no event shall Simsim be liable for any damage/ shortages/ wrinkle caused to the Order/ shipment due to insufficient and/or inadequate packaging thereof by the Merchant. Further the Merchant acknowledges and agrees that Simsim shall not be liable for any damage to the Order/ shipment in case where only external packaging is damaged but the content(s) of the shipment is in good condition.
- 5.4. Each Order, at the time of packaging, must be labelled so that the correct item is collected/retained by Simsim and shipped to end customer. It is clarified that Orders/shipments that are received without proper labelling may be returned to the Merchant.

6. CANCELLATIONS, RETURNS, REFUNDS, AND RECALLS

6.1. Cancellations and Returns

In the event buyer returns any Product purchased by them then Simsim is entitled to process the return request placed by the buyer in accordance with its internal return policy. Further, Simsim is entitled to impose/ levy reverse logistics charges in accordance with the details mentioned in **Annexure III** of the Terms on the Merchant in cases where Product is being picked up and delivered to the Merchant on the basis of the return request placed by the buyer or expired or near to expiry, damaged, defective, wrong version/ edition of the purchased Products, have been shipped to the buyer or the shipped Product is missing parts/ components.

6.2. Refunds

6.2.1. Simsim shall be responsible for all cash and non-cash refunds. Simsim determines whether a buyer is due for a refund via credit card, debit card or other form of original payment and accordingly Simsim shall provide the refund to the buyer via the

original payment method opted by the buyer (e.g., credit or debit card), if possible; provided that Simsim will have no liability for refunds in excess of the purchase price.

- 6.2.2. However, where the Product has not been delivered/ has been returned due to any reason then Simsim shall on behalf of the Merchant refund to the buyer, the price paid by the buyer to purchase the Product and shall cause the Product to be returned to the Merchant. Upon receipt of confirmation with respect to the return of the Product back to the Merchant in its original shipped condition, Simsim shall recover any proceeds paid to Merchant for that Product(s). Furthermore, if the Merchant cancels the Order, cancellation penalty shall be levied additionally by Simsim.
- 6.2.3. It is further agreed by the Merchant that Simsim can charge fees as mentioned under Section. 3.1 above, as agreed between the Merchant and Simsim in the commercial agreement executed offline and/or via email, from the Merchant in case of return of the Product(s). Further, Simsim shall be entitled to charge taxes as applicable on reverse shipping fee amount or any other charges or fee of Simsim which will be deducted by Simsim from the payout payable to the Merchant by Simsim. The Merchant will provide Simsim with correct information, including applicable tax identification information (Permanent Account Number and GSTIN) that Simsim may require to ensure its compliance with applicable tax regulations in India.

6.3. Recalls and Defects

- 6.3.1. The Merchant shall be solely responsible for any non-conformity or defect in, or any public or private recall of its listed Products. Simsim shall have no responsibility or liability for any recall of Product sold through the Platform. If the Product is subject to a recall, the Merchant shall be responsible for all matters, costs and expenses associated with such recall, including without limitation, notices, refunds, contact and reporting of the recall to any governmental agency having jurisdiction over the affected Products, and compliance with all Applicable Laws with respect to such recall.
- 6.3.2. The Merchant shall promptly remove any recalled Product from the Platform by unpublishing or retiring the Product through the Merchant Panel. Merchant shall promptly notify Simsim about the same and Simsim shall further notify it to the buyers of all Products recalled within 24 (twenty-four) hours of becoming aware of the recall. The Merchant shall promptly provide Simsim with all information reasonably requested in connection with the recall of any Product which is further required to be shared with the buyers.

6.4. Merchant Protection Fund Claim

- 6.4.1. The Merchant Protection Fund Claim (“**MPF Claim**”) is a protection fund created to minimize the loss of Merchants in case of damaged/incorrect returns. To minimize the loss of Merchants in case of damaged/incorrect returns, Simsim compensates its Merchants when the returned item received from buyers is in an unacceptable state or is entirely different from what was originally shipped. The Merchant can raise MPF Claim by filling in the necessary details and uploading the required

documents/images on this [link](#) and accordingly Simsim can investigate the matter and settle the claim as per its policy, a draft of the same will be shared to the Merchant at the time of registration by the Merchant. It is however clarified that in no circumstances the MPF Claim shall exceed 90% (ninety percent) of the amount that was payable to the Merchant in case of successful delivery of the Products.

- 6.4.2. The MPF Claim can be raised by the Merchant in the following events; (a) the shipment was damaged; (b) the Product was misplaced due to the fault of Simsim; or (c) the Merchant received an empty package.
- 6.4.3. However, there are certain situations where an MPF Claim cannot be raised, which includes, (a) Product not shipped according to the description; (b) Product missing certain parts; (c) Fake/used/expired Product; (d) MPF Claim raised after 7 days of receipt of the the returned Product; or (e) Failure to pack the Product as per Simsim policies and general parking norms.
- 6.4.4. In order to determine the eligibility of Merchant for MPF Claim, it is clarified that the Merchant should raise the claim within 7 (seven) days from the date when Merchant has received the return shipments at its warehouse, in case Product is returned by the buyer. Where the Product is being returned due to non-delivery of the Product then the Merchant is required to raise the claim under MPF claim within 48 (forty-eight) hours from the date on which buyer has received the return shipments at its warehouse. On receipt of the claim raised by the Merchant, Simsim will investigate the matter by conducting a proper due diligence. When the case is approved, the refund is credited directly to Merchant's bank account in the next pay-out cycle. However, if the claim is not approved, it is communicated along with reasons to the Merchant within 60 (sixty) days of the claim being made by the Merchant.

7. PRIVACY POLICY AND COMMUNITY GUIDELINES

- 7.1. The Merchant agrees that at all times during the subsistence of these Terms, it shall maintain appropriate records relating to the transactions covered under these Terms and shall allow Simsim to examine, inspect, audit, and review all such records and any source document pertaining to the transaction covered under these Terms upon receipt of a prior written notice at least 5 (five) business days from Simsim.
- 7.2. The Merchant further agrees that it shall allow Simsim to store all the data pertaining to Products' catalogue, orders placed by the buyers from the Products listed by Merchant on the Platform and records of the financial transaction data done through the Platform. In the event of termination of these Terms in accordance with Section 9 of the Terms, Simsim shall only delete the data pertaining to the bank account number, GSTIN etc. of the Merchant upon request of the same from the Merchant.
- 7.3. The Merchant will not host, display, upload, modify, publish, transmit, store, update or share any content/information on the Platform ("**Community Guidelines**") that,
 - (i) belongs to another person and to which the Merchant does not have any right;
 - (ii) is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or

ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;

(iii) is harmful to child;

(iv) infringes any patent, trademark, copyright or other proprietary rights;

(v) violates any law for the time being in force;

(vi) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;

(vii) impersonates another person;

(viii) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;

(ix) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource; or

(x) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

- 7.4. It is clarified that Simsim does not take the responsibility to verify, modify or edit the Product description, information and any content uploaded on the Platform pertaining to the Product and Simsim shall reserve the right to directly take down such description, information or content which is not in accordance with the Community Guidelines as specified herein. It is further agreed and acknowledged by the Merchant that reviews given and videos created by the Community Opinion Leader on any Product of the Merchant are the independent views of the Community Opinion Leader and Simsim shall not, in any case, be held liable or responsible for any such reviews given by the Community Opinion Leader.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. The Merchant represents and warrants to Simsim as follows that as of the date of acceptance of these Terms and throughout Merchant's contractual relationship through these Terms:

8.1.1. it has the full power and authority to enter into, execute and deliver these Terms and to perform the transactions contemplated herein and, if Merchant is a business, it is validly existing and in good standing under the Laws of the territory in which the business is registered and is a resident of India for income tax purposes every financial year;

8.1.2. the execution and delivery by it of these Terms and the performance by it of the obligations contained herein has been duly authorized by all necessary corporate or other action;

8.1.3. these Terms constitute legal, valid and binding obligations, enforceable against it in accordance with its terms;

- 8.1.4. the execution and performance of these Terms by the Merchant does not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement; and
 - 8.1.5. no liquidation, dissolution, winding up, commencement of bankruptcy, insolvency, liquidation or similar proceedings, whether voluntary or involuntary, with respect to it; is pending or has been pending, or to the knowledge of the Merchant, is threatened.
- 8.2. Simsim represents and warrants to the Merchant that:
- 8.2.1. it has the full power and authority to enter into, execute and deliver these Terms and to perform the transactions contemplated herein and is duly incorporated or organized and validly existing under the laws of the jurisdiction of its organization;
 - 8.2.2. the execution and delivery by it of these Terms and the performance by it of the obligations contained herein has been duly authorized by all necessary corporate or other action; and
 - 8.2.3. these Terms constitute legal, valid and binding obligations, enforceable against it in accordance with its terms.
- 8.3. The Merchant undertakes to comply, and further represents and warrants that it has complied, with all Applicable Laws related to such Party's performance under these Terms, including all applicable domestic anti-corruption laws and regulations.
- 8.4. Merchant represents and warrants that it possesses all governmental approvals, consents and permissions required under Applicable Laws for the performance of its obligations under these Terms and is in compliance with all conditions in each such governmental approval.
- 8.5. The Merchant represents and warrants that all information in relation to the Merchant's Products, uploaded and submitted on the Platform by the Merchant are accurate and complete.
- 8.6. The Merchant represents and warrants that all Products uploaded and submitted on the Platform by the Merchant are genuine and not counterfeit and do not infringe any third party intellectual property rights, including trademarks, trade name, logo, moral right, trade secret or any other intellectual property right or that it otherwise may not have the right to sell.
- 8.7. The Merchant furthermore expressly undertakes that, at all times during the subsistence of these Terms, it will:
- 8.7.1. abide by the Simsim policies and guidelines, as may be applicable to the Merchant;
 - 8.7.2. not describe itself as an agent or representative of Simsim or make any representations to any buyer or any third party or give any warranties which are of such a nature that Simsim may be required to undertake, or be liable for, whether directly or indirectly;
 - 8.7.3. not, at any time, use any intellectual property of Simsim in any manner without the prior written consent of Simsim;

- 8.7.4. ensure that Simsim is not in any manner represented as a Merchant of the Products or as an agent of the Merchant in connection with the sale of the Products through the Platform; and
- 8.7.5. comply with all applicable tax laws and discharge all its tax obligations in connection with the sale of the Products through the Platform and ensure that no tax liability devolves onto Simsim.
- 8.8. The Merchant further acknowledges as follows:
 - 8.8.1. The permission granted by Simsim to use the Platform as an online marketplace is on a non-exclusive basis and subject to continued compliance with the Simsim policies, guidelines and terms and conditions stipulated herein;
 - 8.8.2. Simsim may, at its discretion advertise/ promote the Product on its Platform and/ or on third party platforms, either directly or through the influencers/ service recipient/content creators;
 - 8.8.3. Simsim shall have the right to remove the listing of any Product being offered for sale that is in violation of these Terms; and
 - 8.8.4. All data derived as a result of these Terms, will be owned by Simsim and the Merchant shall not have the right to utilize such data for the duration of the term of these Terms without obtaining prior written permission from Simsim.

9. TERMINATION AND SURVIVAL

- 9.1. It is acknowledged that a Merchant may terminate these Terms for convenience upon writing an advance notice of 30 (thirty) days to Simsim.
- 9.2. Notwithstanding anything contained under these Terms, Simsim may terminate its contractual relationship with a Merchant, through these Terms with immediate effect, without notice about the same, in the event.
 - 9.2.1. The Merchant is in breach of any of its obligations, gross violation of terms, found to be involved into any malpractice, found in breach of representations or warranties, or any other material terms as contained in these Terms and/or any of the Simsim policies, guidelines and terms and conditions stipulated herein;
 - 9.2.2. Any petition for relief under bankruptcy or insolvency is filed by or against Merchant or Merchant makes an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed Simsim also has the right to suspend Merchant's access to the Merchant Panel (instead of terminating the Terms) for any period of time (during which time period Merchant shall not be permitted to sell Merchant's Product(s) on the Platform) on the occurrence of any of the termination triggers specified or without any reason.
- 9.3. On termination of these Terms, Simsim will, with immediate effect, block Merchant's access to the Platform and Merchant Panels and consequently the Merchant shall not be able to offer any Products to the buyers and further shall not have the right to re-register itself as a

Merchant on the Platform at any time after such termination, unless Simsim, in its discretion, permits such re-registration. Further, Merchant shall return to Simsim all the Confidential Information (*as defined herein below*) of Simsim and all other properties and materials belonging to Simsim. Where the Confidential Information cannot be returned in material form, Merchant shall destroy all of the Simsim's Confidential Information and shall provide Simsim with a certificate of destruction with respect to the same.

- 9.4. On the termination of these Terms, the Merchant will only be entitled to the proceeds which have become due to the Merchant on account of any purchase of the Products, made through the Platform, prior to the date of termination of these Terms. Simsim shall be entitled to adjust any monies due from the Merchant to Simsim till the date of termination, from the proceeds payable to the Merchant on termination. It is further clarified that Merchant shall be responsible to ensure that all Products listed on the Platform by the Merchant shall be immediately removed upon termination of the Terms and no buyer shall be able to place any order of the Products listed in the name of the Merchant except for the Products which have already been placed by the buyers. In the event, Merchant fails to ensure immediate removal of its Products then Simsim will be entitled to levy penalties for any order received for the Products of the Merchant.
- 9.5. Additionally, Simsim may also immediately terminate or suspend Merchant participation in the Simsim marketplace, Merchants' access to Simsim services or the Platforms, or remove Merchant Product(s) listings at any time in its sole discretion if the Merchant violates the terms of these Terms or Simsim continues to receive poor feedback on the Products listed by the Merchant in order to maintain good customer experience.
- 9.6. Any provision of these Terms that contemplates performance or observance subsequent to termination or expiration of these Terms will survive termination, or expiration of these Terms and continue in full force and effect, including but not limited to Section 10 (*Indemnification*), Section 11.1 (*Limitation of Liability*), Section 11.2 (*Governing Law and Dispute Resolution*) and Section 11.3 (*Confidentiality*).

10. INDEMNIFICATION

- 10.1. The Merchant shall defend, indemnify, and hold harmless Simsim, its officers, employees, affiliates, representatives and agents from any claim including any third-party claims, claims from Community Opinion Leader and customer, loss, action, damage, demand, liability, expense (including fees and disbursements of counsel), judgments, settlements, and penalties of every kind arising from or in any way relating to:
- 10.1.1. the inaccuracy or untruthfulness of any representation or warranty made by Merchant, its agents, directors, officers, representatives, subcontractors, workmen, supplier or employees under these Terms;
 - 10.1.2. violation or alleged violation of any Applicable Law in relation to these Terms including violation of any applicable taxes, and packaging rules;
 - 10.1.3. any action or omission on the part of the Merchant, its agents, directors, officers, representatives, subcontractors, workmen, supplier or employees;

10.1.4. any gross negligence, willful misconduct or fraud committed by Merchant, its agents, directors, officers, representatives, subcontractors, workmen, supplier or employees; or

10.1.5. breach of any of the provisions of these Terms.

10.2. This Section 10 shall survive the termination of the Terms.

11. MISCELLANEOUS

11.1. Limitation of Liabilities

To the greatest extent permissible under law, Simsim shall not be liable for any special, indirect or consequential loss or damage, loss of profits, business, revenue and/or goodwill. Notwithstanding anything to the contrary, the maximum aggregate liability of Simsim and its affiliates under these Terms or otherwise, for any and all causes whatsoever, and regardless of the form of action (whether liability arises due to negligence or other tort, breach of contract, violation of statute, misrepresentation or for any other reason), shall not exceed at any time the total amounts during the prior six month period paid by the Merchant to Simsim in accordance with Section 3.1.

11.2. Governing Law and Dispute Resolution

11.2.1. These Terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws, principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, applicable authorities at New Delhi.

11.3 Confidentiality

11.3.1 The Merchant agrees and acknowledges that it shall have access to the information related to the business of Simsim including, without limitation, information regarding Simsim's existing or contemplated Product(s), any and all information, proprietary materials or intellectual property rights including all technical and non-technical information concerning the business and its operations, trade marks (in every form and media) now known or that may be known in future information, services and/ or service plans, bills, reports, statistic, customer data, trade secrets, inventions, technologies, processes, methodologies, concepts, data, designs, reports, records, formulae, analyses, costs, prices or discount structure, names, customer lists, vendor's lists, customer's personal information, finances, administrative, marketing plans, business plans, strategic plans or business opportunities, technical specifications, documentation, agreements, deeds and other materials contained in or related to any of the foregoing ("**Confidential Information**").

11.3.2 Merchant shall:

- a) not use the Confidential Information for any purpose other than what has been specifically stated and authorised by Simsim;

- b) keep and maintain confidentiality of all the Confidential Information of the Company or any information contained in these Terms and all data, information and materials provided to it by Simsim from time to time, whether of a commercial, technical or any other nature;
- c) ensure that its directors, employees, agents, representatives and its affiliates and their respective directors, employees, agents and representatives retain all such data, information and materials as confidential; and
- d) at all times take all necessary precautions to ensure that no third party has access to these Terms and Confidential Information unless authorised by the other Party in writing, and in such cases only to the extent necessary to carryout its obligations in terms hereof.

11.3.3 The provisions of this Section shall not apply to the disclosure of any Confidential Information by Merchant in the following instances:

- a) pursuant to applicable law or to any governmental or regulatory authority, court order, legally binding instructions of statutory authority law enforcement agencies, with reasonable notice to Simsim or pursuant to any judicial or quasi-judicial proceedings;
- b) information available in the public domain or comes into public domain otherwise than as a result of a breach of these Terms;
- c) is lawfully possessed by the Merchant as evidenced by the Merchant's records, prior to receiving the Confidential Information from Simsim and;
- d) is, at any time, developed independently by the Merchant without violation of the terms of these Terms, as evidenced by the Merchant's written records and without reference or access to any Confidential Information.

11.3.4. No formal or informal public announcement or press release which makes reference to Simsim or the terms and conditions of these Terms or any of the matters referred to herein, shall be made or issued by or on behalf of the Simsim without the written consent of Simsim being made a reference to in such public announcement or press release.

11.3.5. The obligations of confidentiality specified herein shall survive the termination of these Terms.

11.4. Force Majeure

If and to the extent that Merchant's performance of any of its obligations pursuant to these Terms is prevented, hindered or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, war or other violence, or any applicable law, order proclamation, regulation, ordinance, demand or requirement of any governmental or regulatory authority, epidemic, pandemic and such non-performance, hindrance or delay could not have been prevented by reasonable foresight or precautions (including proper planning and execution of the disaster recovery or business continuity plan) or

circumvented through the use of alternate sources, work-around plans or other means, (in each case, a “**Force Majeure Event**”), then the Merchant will be excused for such non-performance, hindrance or delay, as applicable, of those obligations to the extent that they are affected by the Force Majeure Event for as long as such Force Majeure Event continues and the Merchant continues to use its commercially reasonable efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, work-around plans or other means. If the period of non-performance exceeds 30 (thirty) days from the receipt of notice of the Force Majeure Event, Simsim may give written notice to terminate these Terms.

11.5. Notices

Any notice that is to be served under these Terms to the other party shall be served by email/speed post/ courier to the addresses made available through the Merchant Registration Form.

11.6. Assignment

Merchant shall not have the right to assign these Terms without the prior written consent of Simsim. Further, Simsim shall always retain the right to assign the services provided by it under these Terms for such remaining period of the Terms, to any of its chosen subsidiaries, affiliates, associates and there would be no new Terms between the new acquirer and Merchant for the services provided by Simsim under these Terms. These Terms shall apply to and bind any successor or permitted assigns of the Parties hereto.

11.7. Third Party Service Providers

The Merchant acknowledges that Simsim may engage any person, corporation, or other entities as it reasonably deems necessary for the purpose of providing management software and services for the marketplace under these Terms.

11.8. Relationship

These Terms are on a principal to principal basis and shall not be construed or deemed to create any association, franchise, agency, partnership or joint venture or employer-employee relationship in any manner.

11.9. Entire Agreement

These Terms, including Annexures and hyperlinks, if any, read with the previously executed commercial agreement, if any, that may have been executed offline and/or via email, together with any terms and conditions added from time to time on the Platform or intimated by Simsim, shall represent the entire understanding of the Merchant and Simsim on the subject matter hereof and shall override all the previous oral understanding and agreements between the Merchant and Simsim. However, it is clarified that to the extent that any of the commercial terms and conditions contained in these Terms may contradict or conflict with any of the commercial terms or conditions of the previously executed commercial agreement, if any; it is expressly understood and agreed that the terms of the commercial agreement executed offline and/or via email shall take precedence and supersede these Terms.

11.10. Severability

If any part or any provision of these Terms is or becomes illegal, invalid or unenforceable, that part or provision of these Terms will not affect the validity or enforceability of the remaining provisions of these Terms.

11.11. Non-Waiver

No waiver, by either party, of any provision of these Terms shall, in any event, become effective unless the same is in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.

11.12. Amendment

Simsim may amend these Terms (including without limitation, any Annexures hereto) from time to time and will post such amendments to the Merchant Panel (“**Amendment Notice**”). If the Merchant objects to any amendment to these Terms (including any Annexure hereto), the Merchant should terminate these Terms. In the event Merchant continues to participate in the marketplace after the effective date of any amendment, Merchant will be deemed to have agreed to and accepted any modifications set forth in the amendment.

11.13. Communications

When the Merchant uses the Platform or sends emails, other data, information, or communication to Simsim, Merchant agrees and understands that it is communicating with Simsim through electronic records and Merchant consents to receive communications via electronic records from Simsim periodically or as and when required. Simsim may communicate with Merchant by email, SMS, push notifications or any other mode of communication, electronic or otherwise and Merchant hereby consents to receive communications in all such forms.

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ANNEXURE I

MINIMUM SHELF LIFE OF THE PRODUCTS

Category	Product Category	Minimum usable life from date of delivery (# of Months)
Beauty & Personal Care	Face wash cleanser	6
Beauty & Personal Care	Face Mask Pack	9
Beauty & Personal Care	Cleansing milk lotion	6
Beauty & Personal Care	Face Scrub (Beauty)	6
Beauty & Personal Care	Cream Moisturizer Lotion	9
Beauty & Personal Care	Bleaches	3
Beauty & Personal Care	Face Toner	6
Beauty & Personal Care	Facial Kit	6
Beauty & Personal Care	Face Serum	9
Beauty & Personal Care	Essential Oil	12
Beauty & Personal Care	Sunscreen (Beauty- Face Care)	12
Beauty & Personal Care	Facial Wipes	9
Beauty & Personal Care	Face Oil	12
Beauty & Personal Care	Lip Balm (Skin Care)	6
Beauty & Personal Care	Lip Mask	9
Beauty & Personal Care	Lip Scrub	9
Beauty & Personal Care	Eye Gel & Eye Cream	9
Beauty & Personal Care	Eye Masks	12
Beauty & Personal Care	Soaps (Beauty)	6
Beauty & Personal Care	Body Scrub	9
Beauty & Personal Care	Sunscreen (Beauty- Bath & Body)	12
Beauty & Personal Care	Bath Salt	12
Beauty & Personal Care	Body Butters, Lotions & Oils	12
Beauty & Personal Care	Body Washes	9
Beauty & Personal Care	Manicure & Pedicure	6
Beauty & Personal Care	Hand Cream	12
Beauty & Personal Care	Foot Cream	12
Beauty & Personal Care	Hair Oil (Beauty)	12
Beauty & Personal Care	Hair Serum (Beauty)	12
Beauty & Personal Care	Gels & Waxes	9
Beauty & Personal Care	Conditioner (Beauty)	9
Beauty & Personal Care	Shampoo (Beauty)	9
Beauty & Personal Care	Hair Masks	9
Beauty & Personal Care	Hair Creams	9
Beauty & Personal Care	Hair Color (Beauty)	6
Beauty & Personal Care	Hair Spray (Beauty)	15
Beauty & Personal Care	Hair Oil & Serum	12
Beauty & Personal Care	Shampoo & Conditioner	9
Beauty & Personal Care	Lipstick	12

Beauty & Personal Care	Nail Polish	12
Beauty & Personal Care	Eye Brow Enhancers	12
Beauty & Personal Care	Eyeliners	12
Beauty & Personal Care	Liquid Lipstick	9
Beauty & Personal Care	Compact	15
Beauty & Personal Care	Contour	15
Beauty & Personal Care	Eye Shadow	15
Beauty & Personal Care	Face Palettes	15
Beauty & Personal Care	Lip Gloss	6
Beauty & Personal Care	Concealer	12
Beauty & Personal Care	Face Primer	12
Beauty & Personal Care	Blush	15
Beauty & Personal Care	Kajal	9
Beauty & Personal Care	Foundation	12
Beauty & Personal Care	Lip Liner	12
Beauty & Personal Care	BB Cream	12
Beauty & Personal Care	Highlighters	15
Beauty & Personal Care	Makeup Fixer	9
Beauty & Personal Care	Loose Powder	15
Beauty & Personal Care	Eye Makeup Remover	9
Beauty & Personal Care	Lip Crayon	12
Beauty & Personal Care	Mascara	6
Beauty & Personal Care	Lip Balm (Makeup)	6
Beauty & Personal Care	Eye Palettes	15
Beauty & Personal Care	Makeup Remover	9
Beauty & Personal Care	CC Cream	12
Beauty & Personal Care	Bronzer	15
Beauty & Personal Care	Hair Oil (Men's Grooming)	12
Beauty & Personal Care	Face Wash	6
Beauty & Personal Care	Face Mask & Pack	9
Beauty & Personal Care	Hair Spray (Men's Grooming)	15
Beauty & Personal Care	Hair Building Fibres	12
Beauty & Personal Care	Shaving Foams, Creams & Gels	9
Beauty & Personal Care	Hair Wax & Gel	9
Beauty & Personal Care	Moustache & Beard Wax	9
Beauty & Personal Care	Moustache & Beard Oil	9
Beauty & Personal Care	Conditioner (Men's Grooming)	9
Beauty & Personal Care	Shampoo (Men's Grooming)	9
Beauty & Personal Care	Face Scrub (Men's Grooming)	6
Beauty & Personal Care	Cream, Moisturizer & Lotion	9
Beauty & Personal Care	Body Butters, Lotions & Oil	12
Beauty & Personal Care	Beard Wash & Beard Conditioners	9
Beauty & Personal Care	Soaps (Men's Grooming)	6

Beauty & Personal Care	Aftershaves & Post Shave Moisturizers	9
Beauty & Personal Care	Sunscreen (Men's Grooming- Bath & Body)	12
Beauty & Personal Care	Shower Gels	6
Beauty & Personal Care	Beard Cream & Serum	9
Beauty & Personal Care	Hair Serum (Men's Grooming)	12
Beauty & Personal Care	Hair Spray	12
Beauty & Personal Care	Hair Color (Men's Grooming)	6
Beauty & Personal Care	Intimate Care	12
Beauty & Personal Care	Sunscreen (Men's Grooming- Face Care)	12
Beauty & Personal Care	Condoms	12
Beauty & Personal Care	Sanitizers	12
Beauty & Personal Care	Anti-Chafing Cream	12
Beauty & Personal Care	Handwash & Sanitizers	12
Beauty & Personal Care	Intimate Wash	12
Beauty & Personal Care	Intimate Wipes	12
Beauty & Personal Care	Hair Removal Creams	12
Beauty & Personal Care	Hand Wash	12
Beauty & Personal Care	Sanitizer Refills	12
Beauty & Personal Care	Tooth Paste	9
Beauty & Personal Care	Massage Gel	12
Beauty & Personal Care	Lubricant Gel	12
Beauty & Personal Care	Body Mist (Beauty & Personal Care)	12
Beauty & Personal Care	EDP	12
Beauty & Personal Care	Deodorants	12
Beauty & Personal Care	EDT	12
Beauty & Personal Care	Attar	12
Beauty & Personal Care	Fragrance	12
Beauty & Personal Care	Roll-Ons	9
Grocery	Chocolates	3
Grocery	Mints & Chewing Gum	6
Grocery	Mouth Fresheners & Digestives	6
Grocery	Toffees, Candies & Lollipops	3
Grocery	Noodles	6
Grocery	Pasta	6
Grocery	Soups	6
Grocery	Chutney	6
Grocery	Pickles	6
Grocery	Ready Mixes	3
Grocery	Sauces	3
Grocery	Spreads	3
Grocery	Mixers & Concentrates	6
Grocery	Tea & Coffee	6

Grocery	Chips, Namkeen & Local Snacks	3
Grocery	Dals & Pulses	3
Grocery	Edible Oil & Ghee	3
Grocery	Foodgrain & Flour	3
Grocery	Salt, Sugar & Jaggery	12
Grocery	Dry Fruits	3
Grocery	Seeds	6
Grocery	Spices	6
Health & Wellness	Absorbent Pads, Shields & Guards	12
Health & Wellness	Diapers & Protective Briefs	12
Health & Wellness	Adult Diapers & Incontinence	12
Health & Wellness	Aromatherapy	6
Health & Wellness	Ayurveda	9
Health & Wellness	Sexual Wellness	9
Health & Wellness	Chyawanprash & Herbal Formulations	12
Health & Wellness	Health Drinks	6
Health & Wellness	Infant Nutrition	6
Health & Wellness	Nutrition Bars	3
Health & Wellness	Herbal Teas	6
Health & Wellness	Amino Acids	6
Health & Wellness	Endurance & Energy (Sports Supplements)	6
Health & Wellness	Fat Burners (Sports Supplements)	6
Health & Wellness	Mass & Weight Gainers	6
Health & Wellness	Post-Workout	6
Health & Wellness	Pre-Workout	6
Health & Wellness	Protein Bars	3
Health & Wellness	Protein Supplements	6
Health & Wellness	Antioxidants	6
Health & Wellness	Ayurvedic Wellness (Vitamins, Minerals & Supplements)	9
Health & Wellness	Charcoal	9
Health & Wellness	Chondroitin & Glucosamine	9
Health & Wellness	Citric Acid	9
Health & Wellness	Collagen	9
Health & Wellness	Combination Multivitamins & Minerals	9
Health & Wellness	Endurance & Energy (Vitamins, Minerals & Supplements)	9
Health & Wellness	Enzymes	9
Health & Wellness	Euglena	9
Health & Wellness	Fatty Acids & Oils	9
Health & Wellness	Fibre	9
Health & Wellness	Herbal Supplements	9
Health & Wellness	Omega Oils	9

Health & Wellness	Polyphenol	9
Health & Wellness	Probiotics	9
Health & Wellness	Pycnogenol	9
Health & Wellness	Vitamins	9
Health & Wellness	Appetite Suppressants	9
Health & Wellness	Carbohydrate Control Supplements	9
Health & Wellness	Detox & Cleanse	9
Health & Wellness	Diet Bars	9
Health & Wellness	Diet Shakes	9
Health & Wellness	Diet Snacks	9
Health & Wellness	Duretics	9
Health & Wellness	Fat Burners (Weight Management Products)	9
Health & Wellness	Relora	9
Health & Wellness	Supplements	9
Health & Wellness	Performance & Enhancements (Women)	9

ANNEXURE II

PENALTY AND OTHER CHARGES

Type of Penalty	Description	Order date – Shipment Date	% of Amount	Maximum Penalty (In INR)
Shipping SLA Breach	Orders shipped after defined SLA in the system.	<=2 days	Nil	Nil
		3 days	20%	200
		4 days	30%	250
Merchant Self-Cancelled	Cancellations done by the merchant due to out-of stock or any other reasons. This will be treated as merchant self-cancelled.	MC within TAT (<= 2days)	30%	300
Merchant Auto-Cancelled	System cancelled order post a defined shipping SLA has been breached. This will be treated as merchant auto-cancelled.	MC + SLA breach (>3 days)	20% + 30%	200 + 300
Fake Product	In case any of the shipped product is found to be a fake or a brand copy, a penalty of five times of the selling price will be charged from the Merchant.	NA	500%	NA

*MC – Merchant Collection

Working days will be considered from Monday to Saturday. Sunday will be treated as a holiday.

ANNEXURE III
REVERSE LOGISTICS CHARGES

Particulars	Charges
Charges on buyer's cancellation	NIL
Charges on Buyer returns	Reverse shipping fee will be charged as per the Volumetric / Dead weight of the product (Whichever is higher): For 0-2.5kg Shipments - Rs. 100 for 0-500 gm Rs. 50 for additional 500 gm For >=3kg Shipments - Rs. 300 for 0-3Kg Rs. 60 for additional 1Kg
<p>* Please note, Merchants would be charged reverse logistics charges for all buyer's returns</p> <p>* Returns due to unsuccessful delivery to buyers or buyer cancellations prior to delivery completion are not charged. These returns are commonly termed as RTO.</p> <p>* This policy is only applicable on returnable product category which is mentioned in the internal policies of Simsim.</p>	