

Vyapaar Network (Vyapaar.net) Agreement to Sell

Last Modified: 1st September, 2020

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS ON WHICH V N BIZ SOLUTIONS LLP (Brand Name: Vyapaar Network) OFFERS YOU ACCESS TO OUR PLATFORM (Vyapaar.net).

Overview

1.1 Introduction. Welcome to Vyapaar.net (the "Site") also referred as Vyapaar Network the deal making platform provided by the V N Biz Solutions LLP ("the platform" or "we"). This Agreement to Sell (this "Agreement") sets forth the terms and conditions that apply to listing, promotion and selling products/services on the platform and via the platform. By accepting this agreement with registration as a Seller, you accept the terms and conditions of this Agreement and willingly choose to become a member of this Site.

1.2 Modification. Vyapaar.net reserves the right to modify this Agreement and said that revisions will be effective immediately. All Platform Sellers will be notified about revisions to the Agreement and continued use will constitute acceptance of the revised Agreement by the Seller.

How to Become a Seller on the Platform

2.1 To become a Seller on the Platform, you must be a legal business entity registered as per the local laws of the land.

2.2 For better management and to deter fraud, all Sellers is required to become registered members of the Site. To register, you must provide your legal business name, address, phone number and active email address as well as your financial information. Financial information is used for identity verification and in some cases to collect payment upon deal. By accepting this Agreement, you authorize the platform and its agents to make necessary inquiries to establish the validity of your user information. This may take the form of a credit check, some form of address verification and reference check with your existing customers.

How to List a Products and/or Services as a Seller

3.1 After completing the Seller registration process, Seller is requested to share company presentation, products and/or services brochure, price list and individual product and/or service presentation (if possible). If your products and/or services are available for direct purchase in nature, we may list them on the platform and enable direct buy option to the users of the platform.

3.2 A detailed list suggesting your offer price to the open market, a discounted price to the platform or mention of percentage to the platform upon deal closure is desired at this stage.

How Marketplace connects Buyer with Seller

4.1 Upon listing or after getting understanding on the products and/or services offer by Seller, the platform starts promoting and sourcing leads by deploying its virtual network of sales partners, business contacts and other marketing channels.

4.2 Once the leads are verified, it is being discussed with the best suited Seller for further discussion. At an opportune time the platform initiates the joint discussion with the Buyer and Seller by introducing the key contacts and facilitates an environment of deal closure. The platform through its official representatives navigates the entire process of sale.

Order Fulfilment by the Seller

5.1 Sellers whose products and/or services are listed on the platform will receive email notification of completed sales of their listed products / services as customer orders are completed. The Seller should deliver the products and services directly to the customer as promptly as possible. Upon completing the sale, the Seller must confirm the fulfilment of the order to the Vyapaar Network Team.

5.2 The seller must confirm the execution of the order within 2 working days from the date of the order. We follow 5 days a week cycle as such Saturday and Sunday are not being consider as working day. Sale order that is not being delivered or cancelled within 2 working days will be automatically cancelled. If the order is cancelled, the seller will not be paid for that order.

5.3 The seller will be only being paid once he shares the valid proof of service / product delivery within the timelines set forward by the platform. In case of insufficient proof or invalid documents, the seller will not be paid for that order.

Completing the Sale Transaction

6.1 For sellers where the deal is directly closed with the buyer, each seller is required to send a deal closure email to the platform informing about the deal details and mentioning our internal agreed terms and margin for commission pay out to the platform.

6.2 After the seller completes the transaction, the platform will get in touch with the buyer to provide the feedback on the transaction. Platform will use this information for internal audit and seller rating purposes. Platform has a right to make this feedback available to its visitors, customers and members of the platform.

Your Relationship to Vyapaar.net

7.1 Permission. As a Seller, you grant platform permission to make a direct deposit to your banking account for an online sale order.

7.2 Grant of License. In order to promote and facilitate the sale of items you list or make available to the Marketplace, anything you provide us with which to promote and sell your items for sale can be used as royalty-free and/or modified as Vyapaar.net and associates see fit without any prior consent.

Results of Violations to the Agreement

8.1 Investigations. In the event of complaints or violations, we may conduct an extensive investigation. You agree to cooperate fully and without reservations with such investigations.

8.2 Violations, Termination and Suspension. We may suspend or end your access to this Platform, and remove your listed items and forfeit association if you (a) violate this Agreement; (b) do not cooperate with an investigation of a reported violation; (c) we are unable to verify your and/or financial information; or (d) we believe you are involved in illegal activity. Payments due to you may be suspended while an investigation takes place. We are not obligated to pay you for any sale if we have good reason to believe the items sold in violation of this Agreement

Your Warranties to the Platform

9.1 For all items you list as a Seller, you guarantee that your item descriptions and deliverable accurately represent the condition of products/services offered for sale.

9.2 You agree to indemnify the Platform and all its associates guiltless against all cost and expenses incurred by the Platform and its associates that arise from any claim by third parties related to your actions or omissions.

Warranty

10.1 The Platform provides its services on an "as is" basis and makes no warranties of any kind.

10.2 The Platform claims no responsibility for any damages which may result from the purchase, sale, distribution or use of items sold through the Platform.

10.3 The Platform's liability, and the liability of our members, to you or anyone else in any circumstance is limited to the greater of (a) INR 5,000, and (b) the total monies amount of all commission you have paid to us in the 1 month prior to the action allegedly giving rise to liability.

10.4 Vyapaar.net reserves the right at any time to modify or discontinue, temporarily or permanently, the Site or any part of the Site with or without notice.

Additional Terms of this Agreement

11.1 Notices. Except when stated otherwise, all notices to the Platform shall be sent to the email addresses provided on the Platform (e.g., info@vyapaar.net). Our postal address is 7, Kamdar Shopping Center, Vile Parle (E), Mumbai 400067. INDIA. Except when stated otherwise, all notices to the Seller shall be sent to the email address provided during the registration process.

11.2 The platform is abide by the rules of the companies act,1956 India. Any dispute is subject to Jurisdiction of Mumbai High court. However, the platform always advises to settle the dispute with mutual consent.

Platform Commission Policy

12.1 Platform charges a certain fixed percentage of commission with each of the sellers. For products / services listed on the platform, sellers are paid the order amount after deducting the commission. For offline deals Sellers are liable to pay the commission agreed upon as and when they received the payment from the buyer (back-to-back).

12.2 Any time sellers wishes to change the price of the product / services listed on the platform, they need to update about the same to the platform first and only after the confirmation from the platform it should be consider as accepted new pricing. Sellers are allowed to set up their own prices for products / services.

12.3 Any time seller wishes to discontinue the products / services from the platform, they are expected to inform the Platform via email and phone call about the same and must allow platform enough time to remove the same.

In witness of,

For Vyapaar Network

For (Partner Company Name)

Name:

Name:

Designation:

Designation:

Date:

Date:

----- END OF AGREEMENT -----