

The Good Urth Company Limited
www.designerstown.com

SELLER'S AGREEMENT

THIS DOCUMENT CONSTITUTES A VALID, BINDING AND ENFORCEABLE AGREEMENT BETWEEN THE GOOD URTH COMPANY LIMITED, A COMPANY REGISTERED AS PER LAWS OF ENGLAND AND WALES UNDER REGISTRATION NO. 07826852 HAVING ITS REGISTERED OFFICE AT 125 CHERTSEY ROAD, TWICKENHAM, TW1 1ER, UNITED KINGDOM (HEREINAFTER REFERRED TO AS THE, “COMPANY”), AND YOU, THE SELLER, OF THE DESCRIPTION AND ADDRESS AS HEREINAFTER STATED, WHEREBY YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT GOVERNING YOUR ACCESS TO AND USE OF THE WEBSITE WWW.DESIGNERSTOWN.COM AND THE SERVICES PROVIDED ON THE SAID WEBSITE INCLUDING THE FACILITY TO UPLOAD, POST, PUBLISH OR ADVERTISE YOUR PRODUCTS FOR SALE ON THE WEBSITE AND CONCLUDE TRANSACTIONS OF SALE THROUGH THE WEBSITE. YOU ARE REQUESTED TO READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE. IF YOU AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY CLICK ON THE BUTTON MARKED ‘I ACCEPT’ AT THE END OF THE AGREEMENT AND PROCEED TO USE THE WEBSITE. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS HEREINAFTER CONTAINED, OR ANY PART THEREOF, YOU MAY NOT ACCESS THE WEBSITE OR USE IT IN ANY MANNER. YOU ACKNOWLEDGE THAT YOUR ACT OF CLICKING ON THE BUTTON MARKED ‘I ACCEPT’ OR YOUR USE OF THE WEBSITE AS A SELLER, SIGNIFIES YOUR WILFUL AND UNCONDITIONAL ACCEPTANCE OF THESE TERMS AND CONDITIONS AND YOUR AGREEMENT TO BE BOUND BY THE SAME. YOU ARE ADVISED TO PRINT AND RETAIN A COPY OF THESE TERMS FOR YOUR FUTURE REFERENCE.

WHEREAS

- A. The Company owns, operates and maintains a website under the domain name(s), www.designerstown.com, www.designerstown.co.uk, www.designerstown.eu, www.designerstown.co.in and www.designerstown.in (hereinafter referred to as the, “**Website**”), which is an online market place providing a platform to independent sellers to post, upload, publish, advertise and offer for sale their

products and enabling them to initiate and conclude transactions of sale of the Products with independent buyers subject to certain terms and conditions;

- B. The Seller is desirous of accessing the Website and making Use of the Services to upload, post, publish, advertise and offer for sale its Products and to conclude transactions of sale in respect of its Products by using the Website subject to and in accordance with the terms and conditions hereinafter contained.

NOW for the mutual covenants contained in this Agreement, and for other valuable consideration, it is hereby agreed as follows:

1. DEFINITIONS & INTERPRETATION

- 1.1 **'Agreement'** means this Agreement and any Schedule(s) or Appendice(s) or Annexure(s) appended hereto;
- 1.2 **'Buyer'** means and refers to a Person who may or may not be a User but shows an interest in or in purchasing a Product advertised and offered for sale on the Website and communicates such interest to the Company and/ or the Seller by placing an order or by contacting the Seller by using the tools provided on the Website;
- 1.3 **'Comment'** means the comment and/or feedback provided by the Users on the Website in respect of the Product and/or the Seller;
- 1.4 **'Company'** means and refers to The Good Urth Company Limited registered in accordance with the laws of England and Wales under Registration Number 07826852 and having its registered office at 125 Chertsey Road, Twickenham, Greater London, TW1 1ER, United Kingdom, which carries on business under the trade name Designers Town.
- 1.5 **'Content'** means the materials and content uploaded, posted or published by the Seller on the Website for the purpose of advertising and offering for sale or selling its Products and includes, without limitation, Seller Profile, Listings, images, graphics, photographs, articles, write-ups, comments, contact details and such

other information that the Seller may deem it fit to include.

- 1.6 **“Cooling Off Period”** means the period that commences on the day of delivery of the Product to the Buyer and lasts till expiry of 7 days there from in case of Non-Faulty Products, and 14 days in case of Faulty Products, or such other longer period as may be agreed to between Buyer and Seller, during which the Buyer shall be entitled to raise a Return Request.
- 1.7 **‘Costs’** means and refers to shipping, insurance and other costs that may be charged by the Seller from a Buyer in respect of a Product, but shall not include Fees and any applicable taxes and duties;
- 1.8 **‘Effective Date’** means the date of execution of this Agreement by and between the Parties hereto, which is the date on which You, the Seller, either click the ‘I Accept’ button provided at the end of this document or the date on which You, the Seller, commence using the Website for the purpose of posting, uploading, publishing, advertising for sale or selling your Products, whichever may be earlier;
- 1.9 **‘Exclusive Designer’** means a Seller who opts to sell its Products exclusively through the Website, and by no other means – physical or electronic – for the Term, and toward this end registers with the Company in the prescribed manner, and who shall be entitled to a different rate of Fees and other benefits as more particularly set out in clause 5 below;
- 1.10 **“Faulty Product”** means and refers to a Product delivered to a Buyer pursuant to this Agreement, which either has an inherent defect or fault or is damaged or has been damaged in transit or suffers from inadequate packaging or is of a different description, quality, kind or quantity than what was ordered by the Buyer.
- 1.11 **‘Fees’** means a sum in Pound Sterling equivalent to a percentage of Price, after deduction of VAT and other taxes, as applicable, and which shall be payable by the Seller to the Company for Use of the Website and the

Services provided therein and which is more particularly set out in Clause 5 below;

- 1.12 **'Final Price'** means and refers to the total sum payable by the Company in accordance with this Agreement to the Seller on sale of Products and shall be arrived at by adding Costs to Net Price;
- 1.13 **'Force Majeure'** means any non-performance, defective performance or delay in the performance of any of the Services caused directly or indirectly by acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, terrorism, lack of adequate power or labour, strike, lock-out or injunction compliance with governmental laws, regulations or orders, sickness or indisposition of key employees or sub-contractors of the Company, or any other cause whether or not of the class or kind enumerated which affects performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Party obliged under this Agreement to perform;
- 1.14 **'Intellectual Property Rights'** means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, database rights, moral rights, topography rights, rights in databases, software rights (including without limitation rights to its object code and source code), trade secrets and know-how, in all cases whether or not registered or which potentially can be registered and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;
- 1.15 **'Listings'** means description and particulars of a Product, including its Price and other costs, offered on the Website for sale by a Seller;
- 1.16 **'Login Details'** means the username and password provided to a Seller by the Company to access and Use the Website and the Services provided therein;

- 1.17 **'Negotiated Price'** means the price finally agreed to between the Buyer and the Seller, where such price is different from Price, at which a Product is actually sold to the Buyer by the Seller by making Use of the Website and pursuant to the Agreement and excludes VAT and all other applicable taxes and Costs that the Seller might charge for the Product;
- 1.18 **'Net Price'** means Price less Fees;
- 1.19 **'Non-Faulty Product'** means and refers to a Product delivered to a Buyer pursuant to this Agreement, which is not a Faulty Product.
- 1.20 **'Parties'** mean and refer to the parties to this Agreement and include their respective legal heirs, successors and assigns;
- 1.21 **'Person'** means an individual, an association or group of individuals having legal recognition in the country of its origin, whether registered or not, a partnership firm, a company or any other body corporate.
- 1.22 **'Price'** means the sale price of the Product uploaded, posted, published, advertised or offered on the Website for sale, as determined by the Seller, and exclusive of VAT and all other applicable taxes and Costs that the Seller might charge for the Product;
- 1.23 **'Product'** means an item advertised or offered for sale on the Website by the Seller and available on the Website for viewing and/ or purchase;
- 1.24 **'Return Request'** means and refers to a request or demand that can be made by a Buyer during the Cooling Off Period, as applicable, seeking return of the Product and refund of the payment made by it or exchange of the Product and refund of the differential payment, if any.
- 1.25 **'Seller'** means and refers to the Person executing this Agreement with the Company and agreeing to be bound by its Terms and Conditions for making Use of the Website and Services and whose personal and contact details have been submitted in a separate form

by it to the Company for the purpose of executing this Agreement;

1.26 **'Seller's Entitlement'** means and refers to the total amount payable periodically, the period to be determined by the Company from time to time, by the Company to the Seller in accordance with this Agreement and shall be arrived at by summing up all the Final Prices that may have become payable to the Seller during the relevant period and any other amounts that may be agreed to between the Parties;

1.27 **'Seller Profile'** means the profile describing the Seller and/ or its Products which is created by the Seller on the dedicated space granted to it on the Website and which is displayed for viewing by visitors to the Website;

1.28 **'Services'** mean the facilities offered by the Company on the Website to which the Seller shall be entitled to under this Agreement and which include the facility to

(a) upload, post, publish, advertise and offer Products for sale;

(b) contact and communicate with the Users and Buyers;

(c) receive commercial queries and communications from Buyers;

(d) conclude transactions of sale in respect of their Products;

(e) receive the Seller's Entitlement on a periodic basis;

(f) participate in and avail the loyalty schemes and incentives offered on the Website by the Company;

(g) Any other facility or service that may be specifically mentioned elsewhere in this Agreement or that may be introduced subsequently by the Company, subject to the terms stipulated by the Company in respect of such facility or service.

1.29 **'Term'** has the meaning set out in clause 14.1

- 1.30 **'Total Price'** means the sum that will be charged from a Buyer for a Product by the Seller and which will be arrived at by adding Price of a Product, applicable taxes, including but not limited to VAT and Costs as may be specified by the Seller on the Website or agreed to between the Buyer and the Seller;
- 1.31 **'Use'** or **'Using'** means the act of accessing and using the Website for the purpose of uploading, posting, publishing, advertising or offering for sale any Product; posting Content on the Website; contacting and communicating with the Buyers through the Website; concluding transactions of sale in respect of the Product through the Website and availing other Services offered on the Website under or pursuant to this Agreement;
- 1.32 **'User'** means and refers to users registered with the Website;
- 1.33 **'VAT'** means and refers to the value added tax applicable in the United Kingdom and includes taxes of similar nature in other jurisdictions by whatever name they may be known;
- 1.34 **'Website'** means the website hosted, operated and maintained by the Company at the unique resource locator www.designerstown.com or any other designated unique resource locator, including but not limited to "designerstown.co.uk", "designerstown.eu", "designerstown.co.in" and "designerstown.in", as determined by the Company from time to time where Services shall be provided;
- 1.35 **'You'** and **'Your'** means and refers to the Seller and/or the Exclusive Designer, as the context may require;
- 1.36 All references to "Company" in this Agreement will be read to include a reference to the "Website" and vice-versa, unless the context otherwise requires;
- 1.37 Singular shall include plural and vice-versa, unless the context otherwise requires;

1.38 Capitalized terms shall bear the meaning ascribed to them either in this Clause 1 or elsewhere in the Agreement.

2. How Sale Transactions Will Be Concluded on the Website

Subject to the other terms and conditions of this Agreement, a transaction of sale of Products on the Website shall take place in the following manner:

2.1 On execution of this Agreement in the prescribed manner, the Seller will be provided with (a) Login Details, (b) dedicated space to create Seller Profile and (c) dedicated space to upload Content including space to advertise and offer for sale its Products;

2.2 The Content submitted by the Seller for uploading on the Website may be reviewed and moderated by the Company, within reasonable time, to ensure its compliance with the Company's policies before it is uploaded on the Website. The Seller undertakes to comply with and submit to the Company's requests for change or modification in the Content, failing which the Seller may not be able to upload such Content on the Website;

2.3 The Content once uploaded shall continue to be displayed unless removed by the Seller voluntarily or pursuant to the request of the Company or by the Company in accordance with terms of this Agreement;

2.4 Upon a Buyer selecting a Product and placing an order in accordance with the terms and conditions of use of the Website applicable to Buyers, both the Seller and the Company will receive an automatic notification of the order placed by the Buyer ("**Purchase Notification**"). The Purchase Notification will only be issued after the Buyer has placed an order by initiating payment of the Total Price on the payment gateway provided on the Website;

2.5 Post the receipt of Purchase Notification, the Company will seek confirmation about the availability of the Product forming subject of the Purchase Notification from the Seller;

- 2.6 On the Seller confirming the availability of the said Product, the Company will charge an amount equivalent to Total Price from the Buyer; on successful receipt of the payment, the Company will ask the Seller to ship the Product to the Buyer directly while ensuring that the time period for delivery specified in the Content relating to the Product is not breached;
- 2.7 The Seller will ship the Product only via those shipping companies who provide an online shipment tracking tool and while shipping the Product to the Buyer, the Seller will enter the shipping details at the prescribed space in its Seller Profile;
- 2.8 On the delivery of the Product to the Buyer, the Cooling Off Period will begin;
- 2.9 On expiry of the Cooling Off Period, as applicable, without any Return Request having been received from the Buyer, the Seller will become entitled to have the Final Price of the Product included in the Seller's Entitlement;
- 2.10 The Seller's Entitlement shall be transferred by the Company to the Seller periodically. The period of such transfer shall be determined by the Company from time to time but shall never be more than 30 days.

3. Cooling Off Period and Return/ Exchange of Products

A Return Request received from a Buyer during the Cooling Off Period shall be dealt with in the following manner:

- 3.1 If the Return Request is in respect of Non-Faulty Products, the Total Price, after excluding any charges paid towards insuring the Product while in transit from Seller to Buyer, shall be refunded to the Buyer by the Company and the Seller shall be notified of the same;
- 3.2 If the Return Request is in respect of Faulty Products:
 - 3.2.1 The Company will notify the Seller of the issues raised by the Buyer in respect of the Product and its *prima facie* opinion on the justifiability of the issues raised by the Buyer;

- 3.2.2 The Seller shall be required to communicate its response/ comments/ explanation, along with any communication exchanged with the Buyer, to the Company on the issues raised by the Buyer within three (3) days of the notification received by the Seller referred to in Clause 3.2.1;
- 3.2.3 The Company shall duly consider the response/ comments/ explanation referred to in Clause 3.2.2 received from the Seller and if in the opinion of the Company, the Return Request raised by the Buyer is justified, the Company shall comply with the same and notify the Seller of its decision;
- 3.2.4 If in the opinion of the Company, after consideration of all materials, the Return Request is not justified, the Company shall notify its decision to the Buyer, with a copy to the Seller, and shall proceed to apportion or transfer the Final Price in respect of the Product in accordance with this Agreement;
- 3.2.5 In pursuant to a Return Request, the Product delivered to the Buyer is exchanged, a new Cooling Off Period shall commence in respect of the exchanged Product;
- 3.3 The Sellers agrees that the decision of the Company on justifiability of a Return Request shall be final and binding on the Seller and undertakes to comply with it in all respects, failure to do which shall constitute a breach of this Agreement.
- 3.4 All Costs of return/ exchange of a Product pursuant to a justified Return Request shall be borne exclusively by the Seller.
- 3.5 During the Cooling Off Period, the Total Price received from the Buyer shall be retained by the Company so that the same can be refunded without undue delay in case the Buyer raises a justified Return Request. However, the Seller has the option to prefer the Total Price being retained by a third party, service charges in respect of which shall be payable by the Seller to the said third party.

3.6 In the event of a Product being returned pursuant to a justified Return Request on account of it being a Faulty Product, and the Total Price being refunded to the Buyer, the Company shall charge an amount equivalent to five percent (5%) of Price from the Seller as administration charges. The Seller hereby agrees to pay such charges without demur and acknowledges their validity. The Company shall be at liberty to adjust the amount of the above-referred administration charges in Seller's Entitlement.

4. Product Pricing

4.1 The Price of a Product shall be determined by the Seller in its sole discretion and shall be displayed along with the Product on the Website. The Seller shall further be entitled to negotiate a Negotiated Price with a Buyer and conclude the transaction of sale at any price that may be agreed between the Seller and the Buyer;

4.2 In cases where the Product is sold at Negotiated Price, the Seller shall list such Negotiated Price on the Website, shall accordingly adjust taxes and Costs and send details to the Company of the same;

4.3 The Price shall primarily be expressed in Pound Sterling ('£'). However, at the time of posting on the Website it may also be displayed in Euros ('€') and US Dollars (\$) and any other currency so that the Buyer can view the Price in different currencies. For avoidance of doubt, it is agreed that the conversion of Price contemplated hereinabove shall be done in accordance with the then prevailing mid-market foreign exchange rate as published by www.xe.com at the close of the day immediately preceding the day the Seller uploads/ posts/ advertises or offers the Product for sale using the Services on the Website.

4.4 The Seller shall be at liberty to revise the Price of any Product at any time. However, in any such case of Price revision the contents of Clause 4.3 and 4.4 shall apply as if the Product was posted for the first time on the Website.

- 4.5 The Seller shall keep the Price of its Products consistent across all distribution channels (online and offline) with a variation of twenty-five (25) percent either way.
- 4.6 All taxes and duties payable in respect of a transaction of sale shall be payable by either the Seller or the Buyer as per the applicable law.

5. Fees and Taxes

5.1 The Company shall charge a Fee for providing Services to the Seller pursuant to this Agreement. The Fee payable by the Seller to the Company, subject to any Seller Incentive Scheme of which the Seller may be a member, shall be

5.1.1 In the case of a Seller, not being an Exclusive Designer 35% of the Price;

5.1.2 In the case of Exclusive Designer, 30% of the Price;

5.2 The Company may from time to time introduce Seller Incentive Schemes ("**Schemes**") with a view to encourage Sellers to conduct transactions of sale by Use of the Website. The terms and conditions of such Schemes shall always be decided by the Company in its sole discretion and the Company shall be at liberty to unilaterally revise, modify or cease any Seller Incentive Scheme at any point of time with reasonable prior intimation to the Seller. On fulfilment of the terms and conditions that such a Scheme might bear, the Seller shall be admitted to the Scheme and for the period it remains so admitted, it shall avail all benefits available to Sellers under the Scheme.

5.3 The Company shall be at liberty to revise the rate of the Fee stipulated in Clause 5.1 at any point of time with prior intimation to the Seller. It is, however, agreed that no such revision will be applicable to the Seller for the first 6 months from the execution of the Agreement. If the rate of the Fee is revised by the Company during the period of first 6 months from the execution of the Agreement, then such revised rate shall become automatically applicable to the Seller

immediately on the expiry of the above-stated period and no separate communication in this regard will be required to be sent by the Company to make the said revision effective.

5.4 All Fees shall become due and payable and automatically deducted from the Price or the Negotiated Price, as the case may be, upon receipt of payment from the Buyers using the designated third party payment handler. All Fees shall be exclusive of any applicable taxes and Costs.

5.5 The Seller agrees that Services being provided by the Company to the Seller under this Agreement are treated as electronically supplied services for the purposes of VAT in the United Kingdom (“UK”). Accordingly, the Seller shall be liable to pay VAT for the Services as follows:

5.5.1 If the Seller is based in UK, VAT shall be payable by it at the then applicable rate, which currently is 20% of the Fees;

5.5.2 If the Seller is based outside of UK but within the European Union (“EU”), and holds a VAT registration number, no VAT shall be payable by the Seller;

5.5.3 If the Seller is based outside of UK but within EU, and does not hold a VAT registration number, VAT shall be payable by the Seller at the then applicable rate;

5.5.4 If the Seller is based outside both of UK and EU, no VAT shall be payable by the Seller.

5.6 Any other taxes that the Parties may be liable to pay under the law shall be paid as per law by the Party who is obliged under the law to pay the same, unless there is an agreement to the contrary between the Parties.

6. General Terms of Use and Obligations of the Seller

6.1 Seller agrees that it shall post, upload, publish, advertise or offer for sale on the Website only those

Products over and to which it has an undisputed and clear proprietary right and title and authority to sell and which are available with it for sale.

- 6.2 Seller undertakes that the Content shall only be in regard of or in relation to the business that the Seller can legally transact and will not be in violation of any third party's rights either over the Products advertised or offered for sale or in the Content posted or displayed on the Website by it. The Content shall contain no information or matter over which the Seller has no legal right or which belongs to another person or entity.
- 6.3 Seller shall not Use the Website in respect of Products, sale or advertisement of which is prohibited or illegal in the country to laws of which the Seller may be subject or where his business may be based or in UK.
- 6.4 Sellers shall ensure that no Product or Content posted by it on the Website shall violate any laws either of the country to laws of which the Seller may be subject or where his business may be based or of UK.
- 6.5 During the Term of this Agreement, once a transaction for sale of a Product has been initiated by Use of the Website, the Seller shall maintain all contact with the Buyer, including but not limited to exchanging all communications with respect to the Product or its sale, only through the Website and by no other means. In no circumstances shall the Seller contact or communicate with a Buyer who has shown an interest in the Product advertised or offered for sale by the Seller on the Website except by Using the Services provided on the Website. For the purposes of this Clause 6.4, a transaction will be deemed to have been initiated once a Buyer does any act whatsoever showing its interest in the Product.
- 6.6 If the Seller registers with the Company as an Exclusive Designer, the relationship between the Company and the Seller under this Agreement shall be exclusive for the duration of the Term. Consequently, the Seller shall not during the Term, sell and/or advertise or make any of its Products available on the

Internet to the public other than through the Website or the Seller's personal website.

- 6.7 All Content accompanying the advertisement of a Product must be related only to that Product offered for sale.
- 6.8 Seller shall ensure that all Content uploaded, posted and published by it on the Website shall be true and correct to the best of his knowledge and that it shall continually update the Content to ensure its veracity, authenticity and relevance.
- 6.9 Seller shall ensure that its Products or Content advertised, offered for sale, uploaded, posted and published by it on the Website does not infringe any Intellectual Property Rights or other proprietary rights of any third party.
- 6.10 Notwithstanding any other terms or conditions of this Agreement, the Seller agrees and acknowledges that it is not possible for the Company to verify the Seller's proprietary rights and title over the Product or its authority to sell the Product or the legality and/ or authenticity of Content posted by it on the Website. Seller shall thus at all times be solely and directly responsible for the Content displayed or posted by it on the Website and no liability in that regard or as a consequence of such Content will attach to the Company.
- 6.11 Seller shall ensure that the Content posted and displayed by it on the Website does not violate or derogate any applicable laws, rules or regulations or any third party rights and is not such that may reasonably be deemed to be indecent, obscene, pornographic, paedophilic, scandalous, objectionable, offensive, harassing, defamatory, libellous, slanderous, disparaging, invasive of another's privacy, hateful, racially or ethnically objectionable, relating to or encouraging money laundering or gambling, harmful to minors, impersonating another person, or for an illegal or immoral purpose or harmful or otherwise unlawful in any manner whatsoever.

- 6.12 Seller agrees and acknowledges that the Company retains the right, but not an obligation, to review, moderate or approve the Content, to remove or block or hide the Content, or any part thereof, if in its opinion and sole discretion such Content is illegal, unlawful, in violation or derogation of third party rights of any nature, fraudulent, immoral, not up to the standards of the Company, for an illegal purpose or in relation to illegal Products, obscene, scandalous, objectionable, indecent, discriminatory, racist, derogatory to any gender or class of persons, or is in violation of any terms or conditions of this Agreement.
- 6.13 Seller shall ensure that the Content is free of all computer viruses and malwares and does not contain any software, programs, codes or devices that has the effect of destroying, damaging, harming, intercepting or interfering with any data, information, hardware or software system.
- 6.14 Seller shall not provide or include any links to third party websites in the Content without prior approval of the Company. The Company reserves its rights to disable or remove any such links without any prior notice to the Seller.
- 6.15 Seller agrees that it shall be solely responsible and liable for all Use of the Services and the Website if such Use was made using the Seller's Login Details. Consequently, the Seller shall promptly notify the Company in the event there is a breach of security or any unauthorised use of the Seller's Login Details or if the Seller reasonably believes that such breach or unauthorized use may have occurred.
- 6.16 On receipt of any notification from the Seller of its Login Details having been compromised, the Company shall temporarily de-activate the Seller's access to the Website till such time that new Login Details can be provided to the Seller.
- 6.17 Seller shall be responsible for protection against misuse of its Login Details and password by any third party and the Company shall not be liable for any such misuse. In the absence of any notification as

contemplated in Clauses 6.14 and 6.15 having been received from the Seller, the Company shall treat any Product or Content displayed by use of the Login Details assigned to the Seller to have been displayed by the Seller.

- 6.18 Seller shall not engage in spidering, screen scraping, database scraping, harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users/ visitors of the Website or other information from or through the Website, including without limitation any information residing on any server or database connected to the Website or the Services offered on or through the Website.
- 6.19 Seller agrees and acknowledges that the Website is a mere marketplace or a platform for the Seller to advertise and offer its Products for sale. Seller further acknowledges that the Company only provides the Seller with Services and access to the Website and that the Company shall not be a party to any contract or transaction of sale that the Seller may enter into with a Buyer or another Seller through or by Use of the Website and Services. In the event of any dispute regarding any transaction of sale with a Buyer, Seller's remedies shall lie only against the Buyer to the exclusion of the Company.
- 6.20 Seller shall procure that its contract with the Buyer for the sale of its Product shall be strictly compliant with all applicable laws, rules and regulations, including without limitation, those relating to consumer protection, data protection, e-commerce and distance selling that may be in force at the relevant time in the country to laws of which the Seller may be subject, or where his based is based or in UK.
- 6.21 Seller shall ensure that it enters only into those contracts which it can legally perform within the time-frame stated by it on the Website or as agreed with the Buyer.
- 6.22 Seller shall ensure that the Product shipped by it pursuant to a contract of sale with a Buyer shall be of

the description, quality and quantity as agreed with the Buyer, is without any inherent or latent defects and is not damaged in any respect whatsoever.

- 6.23 Seller shall be solely responsible for packaging and delivering the Product to the Buyer within the time-frame agreed to with the Buyer and shall bear all consequences of a delayed delivery.
- 6.24 Seller shall ensure that while shipping, the Product is packaged according to international standards, considering the nature of the Product, so as to ensure that it is not damaged in transit. Seller shall be solely responsible for any consequences resulting from the Product being damaged while in transit.
- 6.25 Seller agrees that it and only it shall be responsible or liable for any consequences that may follow any contract or transaction or communication entered into, executed or initiated by the Seller through or by Use of the Website and Services.
- 6.26 Seller shall provide the Buyer with an option to get the Product insured during transit and shall specify the insurance premium and other charges that may be charged to the Buyer in this respect on the Website as part of Costs along with Price.
- 6.27 By signing this Agreement, the Seller agrees to inclusion of its personal information and data in the data base maintained by the Company and authorizes the Company to share such information and data with other users and visitors of the Website. The Seller also hereby authorizes the Company to, without giving it any prior notice, share with and disclose such information and data to law enforcement agencies or in pursuance to an order or direction passed by a judicial or governmental authority.
- 6.28 All communications that may be exchanged between Seller and Buyer shall be copied to the Company.
- 6.29 The Seller agrees that at all times, it shall:
 - 6.29.1 not use its Login Details with the intent of impersonating another person;

- 6.29.2 not allow any other person to use its Login Details;
 - 6.29.3 comply with all instructions and policies communicated or declared by the Company in respect of the Website; and
 - 6.29.4 co-operate with any reasonable requests made by the Company in relation to security or other checks that the Company may intend to run.
- 6.30 The Company shall not be responsible for any Content posted or displayed on the Website by any other Seller or User and does not warrant such Content's truthfulness, lawfulness or accuracy. The Company shall not be responsible for Seller's reliance on any such Content or for consequences of such reliance.
- 6.31 Seller agrees and acknowledges that the Company reserves the right, without any obligation, to seek such proof, documentary or otherwise, as it may deem reasonable to check the veracity, accuracy or legality of any information forming part of the Content.
- 6.32 Seller agrees and acknowledges that the Company reserves the right to seek from the Seller such details as it may require of the business transacted by the Seller on or by Use of the Website in the past, to conduct a review of the past record provided by the Seller along with the Comments received from Buyers and to take such action as it may deem fit as a result of such review, including but not limited to terminating this Agreement or suspending the access to and Use of the Website by the Seller for such period as the Company may deem fit.
- 6.33 In the event of the Company receiving any notice from a third party alleging infringement of its rights, including but not limited to proprietary and intellectual property rights, by any Product or Content posted by the Seller on the Website, the Company shall be entitled to temporarily remove, block or hide the concerned Product or Content till such time that the Seller can establish to the Company's satisfaction that no alleged third party right has been violated or infringed by its

Product or Content in question or that the dispute raised by such third party has been resolved.

- 6.34 Seller shall ensure that it performs and delivers the promises made in the Content and/ or agreed by it with a Buyer. On receipt of any complaint or adverse remarks by a Buyer alleging default or non-performance or sub-standard performance by the Seller of its part of the contract ("**Seller's Default**"), the Company shall have the right to seek a written explanation from the Seller; such explanation to be provided by the Seller within seven (7) days of the demand made by the Company. In the event of such explanation being unsatisfactory, the Company reserves the right to terminate this Agreement, or suspend the access to or Use of the Website by the Seller, for such period as it may deem fit, without any prior notice to the Seller.
- 6.35 The Company reserves the right to terminate this Agreement or suspend, wholly or partly, for any term as it may deem fit, the Seller's access to and Use of the Website and Services, with immediate effect and without any prior notice in the event of violation of any of the terms stipulated hereinabove or any other term or condition of this Agreement.

7. Company's Obligations

- 7.1 Subject to the Seller's compliance with the terms and conditions of this Agreement, the Company shall make best endeavour to ensure that
- 7.1.1 the Seller has access to the Website and Use of the Services during the Term of the Agreement;
 - 7.1.2 Final Price is duly included in Seller's Entitlement; and
 - 7.1.3 Seller's Entitlement is timely transferred to the Seller;
- 7.2 The Company shall make reasonable endeavours to ensure that any difficulties or problems of technical nature being faced by the Seller in Use of the Website and the Services are resolved within reasonable time.

However, the Seller acknowledges and agrees that the Company relies on third party service providers to provide the Services and access to the Website. Consequently, the Company cannot and does not guarantee uninterrupted or fault-free access to and/or use of the Services and the Website or any aspect thereof.

8. Intellectual Property

- 8.1 The Company is the sole owner of all intellectual property rights related to or embodied in or comprised in the Website and its content, including but not limited to the Website's look and feel, design, layout, colour combination, text, arrangement of text, images, graphics, compilation of materials on the Website, audio, video, audio-visual materials, pictures, photographs, codes, etc. The Content once posted or displayed on the Website by Use of Website shall become part of intellectual property of the Website. Seller hereby grants a non-exclusive, worldwide, non-assignable, non-sub-licensable, royalty-free licence to the Company of all its copyrights in the Content and use the Content for the sole purposes of performing its obligations under this Agreement and agrees to cooperate with the Company by executing all such documents as may be necessary for the Company to assert its copyrights on the Content against third parties in accordance with this Clause 8, as and when the need arises. Further, by Use of Website, the Seller shall be deemed to have waived any copyrights and other intellectual property rights in the Content as against the Company in perpetuity.
- 8.2 The content of the Website, not being the Content, or any part thereof, is and for all times to come shall remain the exclusive intellectual property of the Company.
- 8.3 The Company is the lawful proprietor of the trademarks and trade names "THE GOOD URTH", DESIGNERS TOWN, "designerstown", along with any related logos or icons, and domain names "designerstown.com", "designerstown.co.uk", "designerstown.eu", "designerstown.co.in" and "designerstown.in". Seller

shall at no point in time dispute the Company's right to use the said trademarks, trade names and domain name nor the ownership of the Company of the said trademarks, trade names and domain name nor appropriate or use the said trademarks, trade names, logos, domain name or any trademarks or domain names deceptively or confusingly similar thereto.

- 8.4 Nothing in this Agreement will serve to transfer from the Company to the Seller any of the Intellectual Property Rights owned by the Company and/or its licensors and all right, title and interest thereof shall remain exclusively with the Company and/or Company's licensors.
- 8.5 The Company grants the Seller a non-exclusive, worldwide, non-assignable, non-sub-licensable licence to use the Intellectual Property Rights owned by and/or licensed to the Company strictly in respect of the Seller's use of the Website and the Services in accordance with the terms of this Agreement. Where the Seller's intended use of such Intellectual Property Rights is other than in respect of the Services and the Website, or otherwise than in accordance with the terms of this Agreement, the Seller agrees that it shall first procure the prior written consent of the Company.
- 8.6 Other than as expressly allowed in this Agreement, the Seller shall not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, aggregate, sell or otherwise exploit any content, code, data, information or materials on or made available through the Website.
- 8.7 Nothing in this Agreement shall prevent the Company from using any know-how, methods, techniques or procedures owned or developed by the Company in the course of performing its obligations under this Agreement.
- 8.8 The Seller shall promptly notify the Company of any claim or demand which is made, brought or threatened against the Seller in respect of the infringement or alleged infringement of any Intellectual Property Right

in relation to or by reason of the use of the Services and the Website by the Seller. The Seller agrees to grant the Company exclusive control of any litigation and negotiations arising from such a claim, and to give the Company such assistance as it may reasonably request.

- 8.9 The Company shall assist the Seller to the extent reasonably possible in protecting the Seller's intellectual property posted on the Website against misuse by any person. However, the Company makes no guarantee or representation that such intellectual property will stay protected against misuse by another user or a visitor or any third party post its publication on the Website. It shall be upon the Seller to be vigilant and protective about its rights and the Company's role will be limited to co-operating with the Seller to the extent reasonably possible for it.
- 8.10 The Login Details assigned by the Company pursuant to this Agreement shall continue to be the property of the Company, though the Seller may alter the same for its use, and the Company reserves its rights to withdraw or suspend or delete such Login Details in accordance with the terms of this Agreement and no liability in damages, special, direct, indirect or consequential, or otherwise, in contracts or torts, shall attach to the Company in the event of such withdrawal or suspension or deletion of the same.
- 8.11 If a claim or demand for infringement or alleged infringement of any Intellectual Property Right is made against the Company in respect of the Website and/or Use of the Services or, in the reasonable opinion of the Company, is likely to be made, the Company shall be entitled, at its own expense and option, either to:
- 8.11.1 modify or replace the infringing items of the Website and Services (without detracting in any way from their performance or functionality) so that the same cease to be infringing; OR
- 8.11.2 procure the right for the Seller to continue using the Website and the Services as contemplated by this Agreement.

9. Seller's Representations and Warranties

The Seller unconditionally represents and warrants to the Company that:

- 9.1 The Seller is a independent designer or creator of Products with undisputed proprietary and/ or Intellectual Property Rights in and to the Product;
- 9.2 The Seller shall at all times comply fully with the General [Terms of Use](#) and Seller's Obligations stipulated in Clause 6.
- 9.3 It is involved in a business that is not illegal as per laws of the country to laws of which it is subject or where its business is based or as per laws of UK and has a legal right to post, publish and display Content in respect of its Products and to transact business in respect of its Products. No part of the Content shall be of a fraudulent nature or displayed or posted by the Seller with fraudulent intent.
- 9.4 It is competent to enter into and execute a legally binding contract as per laws of the country to laws of which it is subject or where its business is based or as per laws of UK.
- 9.5 All personal and contact information supplied by it for the purpose of executing this Agreement is true and correct and any changes in such information shall be promptly informed by the Seller with the Company.
- 9.6 The information and data contained in the Content posted and displayed by the Seller on the Website shall be true, accurate, updated and with a bona fide intention to transact business.
- 9.7 It owns all proprietary rights in and the authority to sell the Products advertised or offered for sale by it on the Website.
- 9.8 It owns or has been lawfully assigned or licensed or otherwise obtained by lawful means all intellectual property rights relating to the Products or Content advertised or offered for sale or posted, uploaded or

published by it on the Website enabling it to advertise and sell the said Products through the Website.

9.9 It will not commit any act on or in relation to the Website or its Use so as to infringe any third party rights, included but not limited to, intellectual property, proprietary, publicity or privacy rights.

10. **Company's Warranties**

10.1 The Company's warranties are limited to the extent that it has the right to operate the Website and provide the Services and that on payment of Fees and subject to other terms and conditions of this Agreement, the Seller shall be able to Use the website.

11. **Exclusion and Limitation of Liability**

11.1 The Seller acknowledges and agrees that the Website or the Company shall not be a party to the actual business transaction conducted by it with Buyers nor any liability will attach to the Company as a consequence of or in relation to any business transacted on or as a result of Use of the Website by the Seller. All business transactions transacted as a result of the Use of the Website or Services shall be the responsibility of the Seller and its Buyers and this Agreement does not intend to and shall not create any relationship in the nature of agency or partnership or joint venture between the Seller and the Company.

11.2 The Seller acknowledges and agrees that the Company or the Website shall not be responsible in any manner for any breach of contract committed by Buyer(s) or any loss or damage suffered by the Seller as a result of such breach or any other loss, damage, harm, inconvenience, business disruption, loss of business or expenditure suffered by the Seller due to any act or omission of a Buyer. Seller's remedy in such cases will lie directly against the Buyer/ breaching party to the complete exclusion of the Company and the Website.

11.3 The Company and the Website shall not be liable for any legal action brought against the Seller by a Buyer

nor will be a party to any dispute relating to a business transaction transacted on the Website or as a result of Use of the Website or to any legal proceedings between the Seller and Buyer instituted for whatever reason by whichever party.

- 11.4 The Company and the Website assume no responsibility or liability for the intention or purpose or actual acts or omissions of, or claims or representations made by Buyers in relation to any business transaction transacted on the Website or as a result of Use of the Website.
- 11.5 The Company shall at all times take reasonably sufficient measures to keep the Website free of and immune to any computer viruses or malwares, however, but the Seller acknowledges and agrees that its Use of or any activity, including browsing, on the Website shall be at its sole discretion and risk and the Company or the Website shall not be liable for any harm or damage caused to the computer system, data base or any other software or hardware of the Seller on account of Use of or any other activity done by the Seller on the Website.
- 11.6 Neither the Company nor the Website shall be liable for any disruption of Services available on the Website or loss of Content or any delays in posting of such Content resulting directly or indirectly from Force Majeure.
- 11.7 Neither the Company nor the Website shall be responsible for any special, direct, indirect, punitive, incidental or consequential damage or any other damages whatsoever whether in contract or otherwise or any damage resulting from:
 - 11.7.1 The Use of the Website;
 - 11.7.2 Temporary inability to Use or access the Website;
 - 11.7.3 Any act or claim of any third party;
 - 11.7.4 Unauthorised access or appropriation of any information or data forming part of Content;

11.7.5 Acts, conduct, statements of any other Person on the Website

11.8 Seller agrees that the maximum aggregate liability of the Company (including its respective agents and sub-contractors) under, arising from or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the Fees paid by the Seller under this Agreement.

12. Exclusion of Warranties

12.1 All warranties, representations, guarantees, conditions and terms other than those expressly set out herein whether express or implied by statute, common law, trade usage or otherwise, and whether written or oral in respect of the Company or the Website are hereby expressly excluded to the fullest extent permissible by law.

13. Indemnification

13.1 The Seller hereby expressly agrees to indemnify and hold the Company and the Website (including their directors, officers, agents, sub-contractors and employees) harmless from, against and in respect of any and all claims, liabilities, losses, damage, costs (including legal costs) arising or caused on account of or as a result of:

13.1.1 Giving of any false or misleading information or concealment of any material or relevant information by the Seller for the purpose of executing this Agreement;

13.1.2 Breach of any of the Warranties or Representations made by the Seller in this Agreement;

13.1.3 Use of the Website or Services by the Seller;

13.1.4 Breach by the Seller of any contract or terms or conditions of business transacted on or as a result of Use of the Website;

- 13.1.5 Breach by the Seller of any contract with or obligation owed to a third party by Use of the Website;
 - 13.1.6 Deficiency in service or Faulty Products provided or supplied by the Seller pursuant to a sale transacted on or as a result of Use of the Website;
 - 13.1.7 Any civil or criminal legal proceedings in relation to the Content posted, uploaded, published by the Seller on the Website;
 - 13.1.8 Claim of infringement of any intellectual property right in respect of the Content of Products posted, uploaded, published, advertised or offered for sale by Seller on the Website;
 - 13.1.9 Seller's failure to comply with its obligations under any data protection or privacy laws that may be applicable.
 - 13.1.10 Any other liability that may attach to the Company as a result of the access and Use of the Website by the Seller;
- 13.2 The Seller agrees that the Company and/ or the Website shall have the right to present its own defence in respect of any of the matters, which are otherwise subject of indemnity under Section 13.1 hereinabove. In the event of the Company and/ or the Website exercising such right, the Seller agrees to cooperate fully with the Company/ Website and shall make good the losses and costs borne by the Company and/ or the Website, including legal costs, in presenting such defence and as a result of final determination of legal proceedings.
- 13.3 For the purposes of this Clause 13, the Company may require the Seller to obtain adequate indemnity insurance, which condition the Seller agrees to comply with as and when required by the Company.

14. Term And Termination

- 14.1 This Agreement shall commence on the Effective Date and shall remain in force until and unless terminated by the parties in accordance with this clause 14 ("**Term**").

14.2 The Company may without any prior notice and with immediate effect terminate this Agreement, or suspend the access to and Use of Website by the Seller for such time as deemed fit by it in the following circumstances:

14.2.1 In the event of any information provided by the Seller while executing this Agreement is found to be false or incorrect;

14.2.2 If any term or condition of the General [Terms of Use](#) and Obligations of the Seller, stipulated in Clause 6, or any of the Seller's Representations or Warranties, contained in Clause 9, or any of the obligations pertaining to Intellectual Property Rights, contained in Clause 8, is breached by the Seller;

14.2.3 If the Seller assigns this Agreement without obtaining prior written consent of the Company;

14.2.4 If the Company receives notifications alleging Seller's Default with a frequency that in the opinion of the Company may be detrimental to its business or reputation;

14.3 Without prejudice to Clause 14.2, either Party ('Terminating Party') may terminate this Agreement for any reason by giving a prior notice to the other Party of such termination. While the Company shall be required to give the Seller a prior notice of 30 days, should the Seller wish to terminate the Agreement under this Clause, it can do so only with a prior notice of 180 days. .

14.4 On termination of this Agreement for any reason:

14.4.1 The Login Details assigned to the Seller shall be de-activated and Seller's access to and Use of Website and Services shall be terminated;

14.4.2 All Content and Products uploaded, posted, published, advertised or offered for sale by the Seller on the Website shall be removed;

14.4.3 All licenses granted to the Seller in accordance with this Agreement shall terminate forthwith;

14.4.4 The Parties shall be entitled to receive and recover the moneys that they had respectively become entitled to before the Termination;

14.4.5 Termination shall not affect the rights and obligations of the Parties accrued or attached prior to the Termination;

14.4.6 Clauses 5, 8, 9, 11, 12, 13 and 15 shall survive the Termination of this Agreement.

15. NOTICES

15.1 All notices and demands to the Company pursuant to and in relation to this Agreement shall be in writing and sent to the following address(es) by registered mail or internationally recognized courier or by email:

Mailing Address: 125 Chertsey Road, Twickenham, TW1 1ER, United Kingdom

Email: designers@designertown.com

15.2 All notices and demands to the Seller shall be deemed to have been properly served if delivered by registered mail, courier or email at the last known contact address/ email address of the Seller that may be available in the records of the Company. It shall be the obligation of the Seller to notify the Company in the event of change in its contact information, failing which the notices/ demands sent to the address available in the records of the Company shall be deemed to have been sent on the correct address.

16. Assignment

16.1 This Agreement may be assigned by the Company with prior intimation to the Seller but shall not be assignable or transferable by the Seller without obtaining prior written consent of the Company, failing which any assignment by the Seller shall be void and shall constitute a breach of the obligations of the Seller

hereunder leading to an immediate termination of this Agreement.

- 16.2 In the event of the Company being acquired by, taken over by or merged with another company, this Agreement shall stand automatically assigned and transferred to the emerging or surviving legal entity, as the case may be, and this Agreement shall continue to operate between the said emerging or surviving legal entity and the Seller as if the said emerging or surviving legal entity had entered into this Agreement with the Seller;
- 16.3 In the event of the Seller being acquired by, taken over by or merged with another company, or conversion of the Seller into a different legal entity, or change in ownership of the Seller during the currency of this Agreement, the Seller shall intimate the Company of such acquisition or take over or merger or change in its legal status or ownership with a request to assign this Agreement in favour of the surviving or emerging legal entity, as the case may be, which permission shall not be reasonably withheld by the Company subject to the Company's satisfaction of such acquisition or take over or merger or change in legal status or ownership of the User, as the case may be. The Company may demand such documentary proof from the User as it may deem reasonable to satisfy itself for the purpose of this section. Upon the Company permitting the User in writing to assign this Agreement to the emerging or surviving legal entity, or agreeing to replace the User with such emerging or surviving legal entity, this Agreement shall continue to operate between the Company and the said emerging or surviving legal entity as if the said emerging or surviving legal entity had entered into this Agreement with the Company.

17. Governing Law and Jurisdiction

- 17.1 This Agreement shall be governed by and construed in accordance with the laws of England. Any case, controversy, suit, action, dispute or proceeding arising out of, in connection with, or related to this Agreement shall be exclusively brought in a court of competent jurisdiction located in London, England.

17.2 Without prejudice to the terms of Clause 17.1, the Parties hereby agree that the Seller shall also have the option to institute and initiate legal proceedings in a court of competent jurisdiction located in the country to laws of the Seller may be subject or where the Seller's business may be based.

17.3 The Seller agrees and acknowledges that the option granted to the Company in Clause 17.2 is fair and reasonable and is essential for the Company to conduct its business.

18. Modification, Amendment, Supplement, or Waiver

18.1 Subject to contents of Section 18.2, no modification, amendment or supplement to this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by both the Parties.

18.2 Notwithstanding anything stated in this Agreement, the Company shall have the right to amend and modify, without any prior notice or without needing consent from the Seller, such terms and conditions of this Agreement as are applicable generally to all Sellers. Such amendments and modifications shall be made by their posting or publication by the Company on the Website and shall be effective immediately on such posting or publication.

19. Waiver

19.1 Failure of the Company to insist upon or enforce strict performance of the Seller's obligations under this Agreement or to exercise any of the rights or remedies to which it may be entitled under this Agreement, shall not constitute waiver of such obligations, rights or remedies unless so expressly waived in writing by the Company;

19.2 A waiver by the Company of any default shall not constitute a waiver of any subsequent default.

20. Miscellaneous

20.1 If any of the terms, conditions or provisions contained in this Agreement are determined by any competent

authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

20.2 This Agreement, along with any Appendices and Annexures hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understanding, and negotiations, whether written or oral.