

L'occul Brand Seller Agreement

Last updated on 25th November'2016

This Brand agreement, including its schedules, all content which is referenced or hyperlinked hereunder, such as the Loccul's Terms of Use located at www.loccul.com/terms.html, Loccul's Privacy Policy located at www.loccul.com/privacy.html and any other policies of Loccul published and/ or updated on the Website from time to time, ("Agreement") is an electronic record in terms of the Information Technology Act, 2000 and the rules framed there under. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Loccul Infotainment Private Limited (hereinafter "**Loccul**", which shall mean and include its affiliates, successors and assigns) owns and operates this website, whether accessible on <http://loccul.com/> or such other URL as may be designated by Loccul, or through a mobile application, if available, ("**Website**").

This Agreement is a legally binding document between the Brand (*as defined below*) and Loccul. The terms of this Agreement will be effective upon the Brand's Acceptance (*as defined below*) of the same and will govern the relationship between the Brand and Loccul, including with respect to the listing, advertising, exhibiting, making available, marketing, sale, delivery and/or return/exchange of any Products (defined below) through the Website.

Loccul shall have the right to add to and amend the Agreement at any time. Loccul may notify the revised terms and conditions of this Agreement, to the Brand, by way of an email and/or a notification on the Brand Dashboard (as defined below) detailing such modifications/amendments/revisions to this Agreement, or as an update provided on the Website. It shall be the Brand's responsibility to review the notifications on the Website or from Loccul from time to time. Brand's continued use of Brand Dashboard or access to the Website after modifications/amendments/revisions of the terms and conditions of this Agreement shall be deemed as an Acceptance of such modifications/amendments/revisions and such revised Agreement shall be binding on and enforceable against the Brand.

Loccul and the Brand are referred individually as **Party** or collectively as **Parties** as the context so requires.

1. DEFINITIONS AND INTERPRETATION

1.1. The following terms when capitalized shall have the meaning set out as follows:-

1.1.1 "**Acceptance**" means acceptance of this Agreement in electronic form or by means of an electronic record or electronic mail affirming acceptance and shall include the Brand's affirmative action of clicking on "I Accept" or the box against these words, or any other manner of acceptance such as using Brand Dashboard, start advertising, exhibiting or offering for sale, by which actions the Brand shall be deemed to have accepted the terms and conditions of this Agreement.

1.1.2 "**Applicable Law**" means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval or license from the concerned authority, government resolution, order, directive, guideline, policy, requirement, whether in India or any other jurisdiction applicable to a Party, or any similar form or decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, and as

amended from time to time, by any concerned Governmental Authority having jurisdiction over the matter in question.

- 1.1.3 “**Brand**” shall mean those Brands who list, offer for sale, display their Products online on the Website after completing the registration process on the Website and can be categorised as a part of any of the given categories:
- (a) L’EXCLUSIVE
 - (b) L’DECORS
 - (c) L’FOOD
 - (d) L’TRAVEL
 - (e) L’FASHION
 - (f) L’JEWELS
 - (g) L’WELLNESS
 - (h) L’ART
- 1.1.4 “**Brand Dashboard**” shall mean a web page on the Website provided by Loccul post expiry of the Trial Period, to the Brands with a unique login id and password to list their Products, manage Orders, and update the Order status, Price and inventory of the Products on the Website.
- 1.1.5 “**Buyer**” shall mean the users of the Website who have placed an Order for purchase or purchased the Products of the Brand through the Website;
- 1.1.6 “**Prohibited Products**” shall mean the products banned for sale as stated in Schedule C of this Agreement or as may be applicable under the laws.
- 1.1.7 “**Confidential Information**” shall mean all and any proprietary information of a disclosing Party or any parent, subsidiary or affiliate company or in relation to any of the Party's clients of which the receiving Party becomes aware of or is disclosed, either directly or indirectly, in any form or manner, to the Brand, including but not limited to documents relating to finance, business, operation, maintenance and promoting of its own services, programming techniques, experimental work, customers, its clients, business partners and vendors, financial information, marketing plans, business plans, project plans, information relating to operating income, organization, customer lists, and general trade secrets and Intellectual Property of disclosing Party, documentation such as user manuals, training materials, help text, sample documents, tutorials, graphics, and other written or graphic materials of disclosing Party that describe any part of whole of the business operations of disclosing Party and/or the specific projects required to be performed by disclosing Party, generally or specifically, designs including, but not limited to, computer programs, procedures, improvements and developments made or conceived by disclosing Party generally or furnished by disclosing Party to the receiving Party from time to time and materials including, but not limited to, all memoranda, notes, records, drawings, manuals, disks or other documents and media, including all copies, extracts, and summaries thereof made or conceived by disclosing Party generally or furnished by disclosing Party to the receiving Party from time to time, bank documents and bank records, price calculation models, software, hardware, source code, object code and other forms of binary files, technology, methods, computer resources and data, as well as any other information accessible to or provided to the receiving Party, or

developed by the receiving Party solely or jointly with other employees or consultants of disclosing Party pursuant to the performance of the receiving Party's obligations under this Agreement, whether protected under law or not. This Agreement also includes Confidential Information acquired during facilities visits and any Confidential Information acquired prior to the date of execution of this Agreement, including, but not limited to, information of the disclosing Party acquired over emails, telephone conversations with disclosing Party's representatives. The disclosing party shall have no obligation to specifically identify any information to which the protection of this Agreement extends by any notice or other action, and the receiving Party agrees that all information shared with the receiving Party pursuant to this Agreement shall be deemed Confidential Information.

- 1.1.8 “**INR**” shall mean the lawful currency of India.
- 1.1.9 “**Intellectual Property Rights**” shall mean trademarks, patents, designs, rights (whether registered or unregistered), copyrights, database rights, rights in Confidential Information and all other forms of intellectual property (in each case in any part of the world and whether or not registered or registerable, and to the fullest extent of those rights, for the full period of those rights and all extensions and renewals of those rights), and all applications (or rights to apply) for registration of those rights.
- 1.1.10 “**Marketplace Fee**” shall mean summation of the Service Fee, logistics fee, payment gateway charges and any other applicable fee payable by the Brand to Loccul for the Services provided by Loccul to the Brands.
- 1.1.11 “**Order**” shall mean the order placed by the Buyer for purchasing a Product from the Website .
- 1.1.12 “**Price**” or “**Prices**” shall mean the price or prices of each Product displayed by the Brand against the Product offered for sale on the Website.
- 1.1.13 “**Products**” shall mean the fashion and lifestyle products offered for sale by the Brands on the Website from time to time.
- 1.1.14 “**Services**” shall mean all the services provided by Loccul to the Brands as further detailed under **Schedule A**.
- 1.1.15 “**Service Fee**” shall mean a fixed percentage of the total purchase order value inclusive of the service tax at the prevalent rate.
- 1.1.16 “**Website**” shall mean and includes <http://loccul.com/> and such other URL as may be designated by Loccul, or through a mobile application.

2. SERVICES

- 2.1. The Brand acknowledges that Loccul is an intermediary and that Loccul’s role is limited to providing marketplaces services to various buyers and Brands/companies which enables them to buy and sell various Products, services and share experiences. The Services provided by Loccul also includes operating and managing the Website as a Marketplace to enable the Brands to exhibit, advertise, display, make available and offer to sell the Products and the other incidental services to facilitate transactions between the Brands and Buyers. Accordingly, the contract of

sale of any of the Products shall be a bipartite contract between the Brand and the Buyer alone. At no time shall Loccul have any obligations or liabilities (including the applicable taxes on such sale of goods) in respect of such contract nor shall Loccul possess and/ or hold any title in the Products.

- 2.2. During the term of this Agreement and subject to the other provisions of this Agreement, Loccul hereby grants the Brand a non-exclusive, non-transferable, non-sub-licensable and limited permission to list the Products on the website, thereby facilitating the sale of such products between the Brands and the Buyers in accordance with all Applicable Laws and the Agreement.
- 2.3. The Brand may or may not provide its Acceptance to the terms and conditions detailed under this Agreement. The Brand acknowledges that it shall provide its Acceptance to this Agreement if and only if it agrees to all the terms and conditions provided herein. On the Brand's Acceptance, Loccul will acknowledge completion of the registration process. If these terms and conditions of this Agreement are not agreeable, please do not proceed with use of the Brand Dashboard or the Services provided by Loccul. The Brand further acknowledges that Loccul shall reserve the right to reject a Brand's registration even if the Brand has provided its Acceptance to the terms and conditions of the Agreement.
- 2.4. Loccul intends to operate the marketplace on a trial basis for an initial period extending till March 31, 2017 ("**Trial Period**"). Thus, the Trial Period for the Brand shall commence from the date of execution of this Agreement.
- 2.5. The Brand's responsibility to comply with its obligations under the Agreement shall commence from, be binding on and enforceable against the Brand with effect from the Brand's Acceptance of this Agreement.

3. LISTING OF PRODUCTS

- 3.1. The Brand hereby agrees that by exhibiting, advertising or listing any Product on the Website, the Brand is making an offer to sell the Products to the Buyers. An Order of purchase of a Product by the Buyer shall be considered as an acceptance by the Buyer, which shall be binding on the Brand.
- 3.2. The Brand shall be solely responsible for the Products intended to be listed, displayed, exhibited and offered for sale on the Website. However, Loccul shall have the right, but not the obligation, to review and approve the Products being offered for sale on the Website, without any liability on Loccul whatsoever. Notwithstanding the foregoing, Loccul may, at any time before or after the Products are available for display on the Website, approve or reject certain or all Products of the Brand from being made available to the Buyers.
- 3.3. The Brand shall:
 - (a) provide true, complete and correct brand name (if any), identification (if any), information, images, description and the maximum retail price in INR only, for the purpose of the Product's exhibition, advertising, making available or offer for sale in the appropriate category, with appropriate tags and its contents, by way of text descriptions, graphics, or pictures or videos. Any discount or events that are offered by the Brand shall be fully borne by the Brand.

- (b) ensure that the informative description of the Product is correct, not misleading and describes the actual condition of the Product such that the Buyer shall be able to make an informed decision. The description of the Product may include, but may not be limited to, the length, breadth, colour and height of the Product as per the rules, guidelines and standards specified under the Legal Metrology Act, 2009.
- (c) not list, exhibit, display and/ or offer for sale any of the Banned Products.
- (d) ensure to display the accurate Processing Time for each Product.
- (e) ensure to display its return policy for each of the Products against the listing of such Products and shall be responsible to pay for reverse logistics.

4. OBLIGATIONS OF THE BRAND

- 4.1. The foregoing grant of permission to list the Products on the Website by the Brand and Loccul's obligation to provide all or any Services is subject to the prior and continued fulfilment of the following material and essential conditions by the Brand.
- 4.2. The Brand shall at all times during the term of this Agreement:
 - a) hold and maintain all necessary licences and registrations as may be required under Applicable Law, including the permits and licenses, to manufacture, create, supply, sell, stock or exhibit for sale or distribute by retail the Products and to otherwise perform its obligations under this Agreement and submit a copy of the proof of all such licenses, permits, *etc.* to the satisfaction of Loccul as and when demanded by Loccul;
 - b) ensure that the Brand's details on the Website complete and accurate at all times and provide all other relevant details and paperwork as required by Loccul from time to time including but not limited to name, contact details, email address, account details, PAN, tax registrations, and any other details/ documents.
 - c) undertake, at its own expense, to take all necessary actions for complying with legal or regulatory requirements, including any changes, even if during the course of the listing, supply and delivery of the Products under any Order;
 - d) ensure that all information provided by the Brand in relation to various registrations with the taxation and revenue authorities are true, accurate and current and the Brand shall immediately update any such information in case of any changes;
 - e) promptly notify Loccul in case of any change in brand names, trademark, business activity or descriptions and keep Loccul informed up to date regarding the Brand's store and Product information;
 - f) ensure that the Products shall be free from all defects, patent or latent and fit not only for the purposes for which they may generally be expected to be used for, but also for all relevant purposes and shall comply with the rules laid down by all Applicable Laws;

- g) deliver the Product(s) of the ordered specifications and description including quantity and quality prescribed in the Order. The Brand shall maintain adequate inventory as further detailed in the Schedule B of this Agreement. In the event of cancellation of Order due to Brand's inadequacy to provide such Products in a particular Order, the Brand shall be liable to pay all transaction fees, including payment gateway charges, borne by Loccul due to such cancellation.
- h) ensure that there is no case of a wrong product being delivered instead of the Product, or the Product being of substandard quality or the Product not being delivered at all. The Brand shall be solely responsible for all claims including but not limited to, defective Products, unfair trade practice, made by Buyers at any time.
- i) ensure that it provides quality service to the Buyers and that the delivery of the Products are made to the Buyers as per the committed timelines at the time the Buyer placed the Order. The Brand must display the same sense of commitment as it does so in its own store/ shop and meeting with the requirements of Loccul at all times;
- j) be responsible for maintaining the confidentiality of the Brand Dashboard and the information provided therein, and shall be fully responsible for all activities that occur under the Brand Dashboard. Brand shall immediately notify Loccul of any unauthorized use of Brand's account information or any other breach of security. Loccul shall not be liable and/ or responsible for any loss or damage arising from Brand's failure to comply with this clause. Brand may be held liable for losses incurred by Loccul or any other user of, or visitor to, the Website due to authorized or unauthorized use of the Brand Dashboard as a result of Brand's failure in keeping the Brand Dashboard and the account information secure, absolute, correct and confidential.
- k) shall be solely responsible and liable for any complaints (including complaints filed by a Buyer under the Consumer Protection Act, 1986 and queries of the Buyers with respect to the Products, its details and specifications, Price of the Products, warranties with respect to the quality of the Product to the Buyer, including all Product warranties. Further, the Brand shall respond to the Buyer queries within a period of 48 hours from the time of receiving such complaints regarding the Products;
- l) The Buyer shall contact Loccul for all return requests and Loccul will forward them to the Brand, if necessary. All return requests sent to the Brand must be addressed within a period of 48 hours from the date of receiving the return request. Further, Loccul may ask the Brand to change their policies including, but not limited to, return policy, exchange policy, refund policy displayed on the Website and communicated to the Buyers at any time at Loccul's sole discretion;
- m) solve all disputes and disagreements directly with the Buyer. In the event the Brand and the Buyer are unable to resolve their disputes, Loccul shall attempt, but shall not be obligated, to resolve the same through its customer care team;
- n) not solicit Buyers to complete transactions and/or enter into fresh transactions outside the Website and not to encourage the Buyers to purchase items from another online and/ or offline retail avenue, contact Buyers through the internal messaging service on the Website or otherwise with the intention of directing them to purchase outside the Website;

- o) not send any kind of promotion material or any such material to the Buyer, which is, derogatory to and/or adverse to the interests, financial or otherwise, of Loccul, either along with the Products supplied or in any manner whatsoever.
- p) not use Brand's e-mail address, phone number, physical store details, social media links, website address in any public space on the Website. A Brand shall also not share these information with the Buyer through the internal messaging service on the Website;
- q) not demand any personal details from the Buyer directly through the internal messaging service or otherwise;
- r) not misuse the address and phone number of the Buyer for unauthorised transactions and commercial promotions. The access to the Website shall be restricted or disabled or blocked for all such Brands who misuse Buyer information;
- s) be responsible for the identification and handing over of the Products to the employee personnel of the third party service provider ("**Logistics Service Provider**") shall also be the Brand's responsibility;
- t) not indulge in any unethical activity to manipulate, directly or indirectly, the ratings or reviews on the Product and/or the Brand left by Buyers. The Brand must not submit false and negative reviews about competitors or products that are similar to the Products offered by the Brand on Loccul in order to promote themselves. The Brand further acknowledges that such ratings and reviews are the opinions of the Buyers and Loccul is not responsible for the same. Loccul has the right, but not the obligation to publish the ratings or reviews provided by a Buyer.
- u) disclose to Loccul if the Brand has been de-listed by any other e-commerce Websites which operate in India and/ or in any other country. The Brand shall not re-register with another name in the event of getting de-listed from the Website.
- v) not have any criminal and/ or civil proceedings pending against him/ her/ it before any court of law. In the event a civil and/ or a criminal proceeding is initiated against the Brand, the Brand shall immediately notify Loccul regarding the same;
- w) maintain all records of all the Products purchased through the Website, all returns, as may be required for audit and regulatory purposes and for the Website's service purposes;
- x) appoint a representative, who shall be Loccul's point of contact for any and all matters related to this Agreement, including all sales and delivery related matters.

4.3. In the event the Product provided by the Brand to Buyers is (i) not in conformity with this Agreement, or (ii) found to be defective or deficient by Loccul, Loccul shall notify the same to the Brand. The return of the Products shall take place in the manner as stated in the Schedule B of this Agreement. For the purposes of this Clause 4.3, the Processing Time shall be calculated from the date of receipt of written notification from Loccul by the Brand. In the event of replacement or refund if the Product is defective, deficient, wrong, not as per the specifications and descriptions stated on the Website, and/or not in conformity with this Agreement, the Loccul Fee shall be retained by Loccul and shall not be returned to the Brand. Further, the Brand must bear

all the costs for returns and replacements including shipping charges, return shipping charges, all transaction fees and other costs borne by Loccul because of such return. In the event of a charge back on the credit card or debit card transaction, the charges incurred by Loccul on such transactions shall also be borne by the Brand, with taxes being chargeable additionally. Further, the Brand shall not offer for sale and/or sell any of the returned and /or recalled Products, second-hand, duplicate Products to the Buyers.

- 4.4. In addition to the above-mentioned specific covenants under Section 3, the Brands shall ensure that it abides by all the other covenants and undertakings as set out throughout this Agreement.

5. PRODUCT SALE AND DELIVERY

- 5.1. The Buyers who purchase the Products from the Website shall make online payment through the payment gateway available on the Website.
- 5.2. Upon the Buyer placing an order for the Brand's Product(s), the Brand shall be notified of the same by Loccul. The Brand shall forthwith ensure that the Products so ordered are duly and safely packed in accordance with Loccul guidelines as stated in the Schedule B of this Agreement and the Applicable Laws. The Brand shall at all times have access to the internet and its email account to check the status of orders and shall ensure that for delivery of the Products, Buyer to use the logistics services of the Loccul as set out in Schedule B of this Agreement.
- 5.3. The Brand shall apply the proper tax rate based on the product on all sales. It is the Brand's responsibility to levy the taxes on the products based on the prevailing tax rates prescribed under the laws, such that the correct tax rate is applied on all products offered for sale by the Brand listed on the Website. The Brand shall specify whether the price listed against each product is inclusive of all taxes including VAT/CST, customs duty, excise duty or other tax or levy that it may be required to remit in connection with such sale.
- 5.4. The Brand shall be responsible for generating an invoice containing a detailed break-up of the taxes as per the Applicable Laws for the purchase of the Product by the Buyer. Loccul shall generate the order slip and the same shall be available on the Brand Dashboard as further detailed in Schedule B of this Agreement.
- 5.5. Except as otherwise provided herein the Agreement, the Brand has to bear the charges for shipping and handling of the product.
- 5.6. The Brand shall print and attach all shipping related documents as per the guidelines provided by the Website and/or the Logistics Service Provider, as the case may be. Any penalty charged by the Logistics Service Provider due to fault of Brand, such as including, but not limited to lack of shipping label, inadequate shipping label, false request for pick up, unavailability of Brand during a scheduled pick up, will be charged to the Brand.
- 5.7. Brand shall be responsible for updating the Brand Dashboard to reflect the date and status of the shipment.
- 5.8. Loccul's default delivery model provides delivery services to the Brand through the Logistics Service Provider wherein the Logistics Service Provider shall directly pick-up the Products from the Brand and delivers the same to the Buyer. The detailed structure of the logistic services provided by Loccul is as set out in Schedule B of this Agreement.

- 5.9. In the event the Logistics Service Provider is unable to deliver the Products to the Buyer due to the unavailability of the Buyer, the Logistics Service Provider shall return the packed Products to the Brand. The Brand must accept all Products which are refused/not accepted by the Buyer at the time of delivery.
- 5.10. The Brand hereby agrees and acknowledges that exhibiting, advertising, making available or offering for sale, actual sale of and delivering, of the following Products using the Services is prohibited:
- (i) Prohibited Products as per Schedule C of this Agreement.
 - (ii) illegal, infringing, fake, duplicate, spurious, counterfeit, refurbished, harmful, second hand Products;
 - (iii) Products, which have not been offered for sale through the Website.

If the Brand is in non-compliance of this Section, it shall cause irreparable harm and damage the reputation of Loccul. Therefore, if Loccul receives a complaint from the Buyers regarding the sale of a Product fulfilling the above mentioned characteristics, Loccul shall have the right to block the Brand's account and the Brand's access to the Website and/ or levy a penalty on the Brand at Loccul's sole discretion.

- 5.11. Loccul may from time to time demand any document related to the Products listed by the Brand including the documents required for the verification of the genuineness of the Products. The Brand shall not submit any incorrect, incomplete, misleading or fake documents like invoices, brand authorisation certificate or any other document called for by Loccul.
- 5.12. In the event the Buyer requests for the return of a Product that is in conformity with this Agreement, is not defective and/or not due to a reason attributable to an act or omission of the Brand, and the Brand accepts such return request but is not able to provide a replacement to the Buyer due to the non-availability of the Product, Loccul shall refund the Price paid by the Buyer to the Buyer. However, the Brand shall be liable to bear the additional payment gateway charges as may be applicable. In the event of a chargeback on the credit card or debit card transactions, the charges incurred by Loccul on such transactions shall be borne by the Brand, with taxes being chargeable additionally.

6. RIGHTS AND OBLIGATIONS OF LOCCUL

- 6.1. Loccul shall use all reasonable endeavors to perform its obligations under this Agreement and provide Brand with relevant information as may be necessary or as sought by the Brand from time to time in order to enable Brand to supply the requested Products in accordance with this Agreement.

Loccul shall ensure that the Brand fulfils any request for return/exchange made by a Buyer for any product defect within the duration and in the manner as provided under Schedule B of this Agreement.

- 6.2. Loccul shall be free to undertake any developments as may be necessary for the purpose of developing the Website.

- 6.3. Loccul shall pay the Brand after deducting the Loccul Fee. Remittances to the Brand for all Transactions shall be made in the manner as detailed in Schedule B of this Agreement.
- 6.4. Loccul shall be entitled to recover/adjust any outstanding amount due and payable by the Brand to Loccul under this Agreement from any Brand proceeds payable to Brand and Brand undertakes not to object to such recovery/adjustment. Brand further agrees that Loccul shall, at all times, have the right and option to deduct/adjust any payments due from the Brand in one transaction against any payments due to, or from the Brand in other transactions.
- 6.5. Loccul shall have the right to request any additional information to confirm the validity of any of the Brand's account information from the Brand and/ or from the government authorities and agencies as permitted by the Applicable Laws.
- 6.6. Brand hereby authorizes Loccul to process, facilitate, collect and remit payments from the Buyers to the Brand, with respect to the sale of the Products through the Website. Brand also agrees that, in doing so, Loccul will merely be facilitating the sale and purchase of Products through the Website. The payment facility provided by Loccul is neither a banking service nor a financial service but is merely a facilitator/facilitating the service of providing an automated online electronic payment system, using the existing authorized banking infrastructure and credit card payment gateway networks or payment through cash on delivery, for the transactions on the Website. Further, by providing the payment facility, Loccul is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the Website.
- 6.7. Loccul does not warrant that the Brand will be able to use the Website and exhibit, advertise, offer for sale the Brand's Products at all times or locations on the Website or that the Website and the Services provided through the Website will be uninterrupted or error-free or that the defects will always be corrected by Loccul.
- 6.8. The extent of the Brand's account and the number of transactions that can be made within a given time shall be at the sole discretion of Loccul.

7. RIGHTS OF THE BUYER

- 7.1. The title in the Products and other rights and interest in the Products shall directly pass on to the Buyer from the Brand on delivery of the Products to the Buyer.
- 7.2. The ownership and risk in the Product purchased will get transferred from the Brand to the Buyer free of any lien, charge, encumbrance or any third party interest after successful delivery of such Product at the address provided by the Buyer at the time of placing an Order, and until such time the ownership and risk in the Products shall vest with the Brand.
- 7.3. The Brand shall offer the Buyer standard manufacturer's warranty associated with the Products. Further, in the event the Brand is not the manufacturer of the Products, the Brand shall pass on the warranties provided by the original manufacturer of the Products to the Buyer. The Brand shall ensure repair, replacement and/ or refund of the Price charged to the Buyer in the event of any manufacturing defect or damage in the Product prior to the delivery.
- 7.4. The Brand shall be solely responsible and liable to address and/or to provide redressal for any complaint lodged by the Buyer.

8. MARKETPLACE FEES

- 8.1. For the Services provided by Loccul, it is entitled to receive a Service Fee, which shall be calculated based on the total purchase order value. Such Service Fee shall be inclusive of the service tax as applicable on provision of services by Loccul. Any increase or decrease in the Loccul Fee, including the Service Fee, for select or all Brands, shall be revised from time to time in consultation with Brand.
- 8.2. Unless otherwise stated, all amounts set out in Schedule B are stated exclusive of applicable indirect taxes at the prevalent rate, including but not limited to any service tax.
- 8.3. Payments, if any, made by Loccul to the Brand shall be made subject to any applicable withholding taxes under the Applicable Law. Wherever applicable, the Brand is responsible for deducting and depositing the legally applicable taxes and deliver to Loccul sufficient document evidencing the deposit of tax. Upon receipt of the evidence for deduction and depositing of tax, Loccul will remit the amount evidenced in the certificate to the Brand.
- 8.4. Where the Brand has deposited the taxes, he/ she/ it shall issue an appropriate tax withholding certificate for such amount to Loccul and Loccul shall provide necessary support and documentation as may be required by the Brand for discharging his obligations. Loccul has the option to obtain an order for lower or NIL withholding tax from the Indian revenue authorities. In case Loccul successfully procures such an order, it will communicate the same to the Brand. In that case, the amounts retained, shall be in accordance with the directions contained in the order as in force at the point in time when tax is required to be deducted at source.
- 8.5. Loccul shall have the right to add to and amend the Loccul Fees charged by Loccul to the Brand the components of the Loccul Fee including, but not limited to, Service Fee, marketing fee, logistics fee, with prior notice of the same to the Brand. Accordingly, Loccul shall notify the Brand, by way of an email and/or a notification on the Brand Dashboard detailing such modifications/amendments/revisions at least twenty four (24) hours prior to the implementation of the revised fee percentage. It shall be the Brand's responsibility to review the emails and/or notifications sent by Loccul from time to time. Brand's continued use of Brand Dashboard, including but not limited to any updating any information in Brand Dashboard, listing of Products, inventory maintenance, etc. after modifications/amendments/revisions of the Loccul Fee shall be deemed as acceptance of the same.

9. PRICING AND TAXATION

- 9.1. The Brand shall determine the Price at which the Products shall be sold to the Buyers. However, the Brand shall quote the best, lowest and most competitive Price (inclusive of all applicable taxes and charges) for each Product on the Website. The Price at which the Products are sold shall either be equal to or less than the maximum retail price and inclusive of all taxes and duties. The Brand shall not sell the Products at a Price, which is higher than the price at which the same Product of the Brand is sold at other platforms, Brand's own retail online or offline store.
- 9.2. The Brand shall be responsible for the invoicing, collection and payment of any and all taxes applicable on the Product together with the filing of all relevant returns and compliance required under the Applicable Laws including, but not limited to, Value Added Tax (VAT), Central Sales Tax (CST), entry tax, cess, local business tax, local body tax, service tax, excise, GST, customs,

octroi or any other tax applicable on the Product listed and sold by the Brand and applicable on the Brands according to the Applicable Laws of the centre, state and municipality. In no event/circumstances shall the taxes payable by the Brand on account of sale of Products be to the account of Loccul, who merely facilitates the sale of Products between the Brands and the Buyers and no title in the goods sold shall at any point in time vest with Loccul.

- 9.3. The Brand shall not accept any Order in case any of the tax registration numbers is cancelled by the revenue authorities. The Brand shall be responsible to provide immediate request of de-activation of registration in Loccul's database in case of any change of ownership, restructuring or cessation of business by the Brand.
- 9.4. In case of instruction from any statutory authority or in the interest of tax compliances, Loccul may demand the Brand to provide the requisite evidence of Brand's discharge of obligations relating to taxes. In the event the Brand fails to duly deposit and/or comply with tax obligations, Loccul shall have the right to immediately de-activate Brand's account and/or utilize the payments due to the Brand for discharging statutory obligations arising due to Brand's failure to do so.
- 9.5. In the event Loccul is required by Applicable Laws to collect any taxes from the Brands, the Brands shall immediately pay such taxes to Loccul. In the event of non-payment of taxes by the Brand, Loccul shall have the right to deduct the same from the payments due to the Brand.

10. EXCHANGE OF PRODUCTS

- 10.1 All items where a trial is required to understand the fit can be exchanged. These include apparel and footwear etc.
- 10.2 Exchange of the item should be restricted to the same product in a different size and/or color.
- 10.3 Mismatch of product or wrong product delivery or damaged goods return will be treated in the manner as stated in the Schedule B of this Agreement.

11. PACKING OF THE PRODUCTS

- 11.1. Brand shall be responsible for packing in accordance with guidelines provided by Loccul in the manner as set out in Schedule B of this Agreement and any other instruction as may be provided by Loccul from time to time. Any and all branded Loccul paraphernalia should be added to the package as instructed by Loccul from time to time.
- 11.2. The Brand shall be responsible, at its sole cost and expense, for packaging of the Products to ensure that the Products are protected from damage during transit. The Brand shall ensure compliance with all the Applicable Laws including, but not limited to the Legal Metrology Act, 2009, and the rules made there under and as may be amended from time to time, while packing the Products under this Agreement.

12. REPRESENTATIONS AND WARRANTIES

- 12.1. Each Party hereby represents and warrants to the other as follows.

- a) Such Party has all requisite power and authority to enter into and perform its obligations under this Agreement;
- b) Such Party has taken all actions, obtained all regulatory, corporate and contractual authorizations, and submitted all notices or filings required to be submitted, for it to validly enter into this Agreement and perform all its obligations under this Agreement.
- c) The execution and delivery of, or the performance of obligations under this Agreement does not violate or conflict with any Applicable Laws to such Party or to any provision of its constituent documents, or any agreement, contract, promise, covenant, undertaking, representation or warranty, applicable to or made by such Party.
- d) This Agreement constitutes legal, valid and binding obligations of such Party enforceable against such Party in accordance with its terms.

12.2. In addition to the above mentioned, the Brand represents, undertakes and warrants that, at all times, it will:

- a) Deal honestly, fairly and in good faith with Loccul and the Buyer;
- b) Not exhibit, advertise, make available, offer for sale, sell or deliver any product banned under the Applicable Law and/ or Banned Products;
- c) Not offer for sale any counterfeit, fake, refurbished or second hand products;
- d) Deal only in original, new and unused, legitimate and genuine products which are either self-manufactured and/ or procured from legitimate channels;
- e) Not use any intellectual property of Loccul and/or purchase any Loccul metatags on the internet in any manner without the prior written consent of Loccul;
- f) Not infringe the intellectual property of any third party;
- g) Attend to and resolve the Buyer's queries and/ or complaints regarding the Products within 48 hours from receiving such query or complaint;
- h) Upload only genuine and authentic product descriptions, images, texts etc. on the Website;

12.3. Each of the covenants, representations and warranties contained in this Agreement are separate and independent and shall not be qualified or limited by any reference to any other representation or warranty, or any other provision of this Agreement.

13. TERM AND TERMINATION

13.1. This Agreement may be terminated:

12.1.1 By either party, if the other party is in breach of any of its terms of this Agreement and is unable to rectify the breach within 15 days from notifying such breach by the other party;

12.1.2 By Loccul, without any reason, by giving the Brand a prior written notice of 15 (fifteen) days;

14. RIGHTS AND OBLIGATIONS UPON TERMINATION

- 14.1. Expiry or termination of this Agreement does not affect a Party's accrued rights and obligations at the time of expiry or termination nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 14.2. In the event of breach of this Agreement by any Party, the Confidential Information and the Intellectual Property furnished by the disclosing Party under the terms and conditions of this Agreement shall be forthwith returned to or destroyed by the receiving Party and a certificate of destruction signed by receiving Party shall be submitted to the disclosing Party within fourteen (14) calendar days from the termination of the Agreement.
- 14.3. Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement will survive termination or expiration of the Agreement and continue in full force and effect, including (without limitation) the following:
- (a) Confidentiality;
 - (b) Warranties;
 - (c) Indemnity;
 - (d) Arbitration; and
 - (e) Miscellaneous.
- 14.4. In the event of termination of this Agreement, if there are any Orders pending for completion, the same have to be completed by the Brand. However, in case of non-completion of an Order, Loccul shall be entitled to levy a penalty of 50% of the purchase value of each incomplete Order. Further, in the event of a chargeback on the credit card or debit card transaction, the charges incurred by Loccul on such transactions shall also be borne by the Brand, with taxes being chargeable additionally.

15. INDEMNITY AND REMEDIES

- 15.1 The Brand shall hold Loccul, its directors, officers, agents harmless against any/all losses or damages suffered by it on account of any action taken by Government authorities, 3rd parties and /any customer, as a result of the Brand's /suppliers breach of any warranty on the products/services. Moreover the Brand shall hold Loccul, its directors, officers and agents harmless and indemnified against any claim including 3rd party claim arising out of or in connection with:
- (a) The design, manufacturing, packaging, marketing, use or sale of the product.
 - (b) The loss of product, damage of the product and/ or non-delivery of the product.
- 15.2 Loccul shall not in any event be liable to the loss of product, damage of the product and/ or non-delivery of the product.
- 15.3 In no event or under any circumstance shall either party be liable to the other (or to any person claiming rights derived from the other party's rights), in contract, tort or otherwise for any special, indirect, punitive, consequential or incidental damages of any kind, even if such party has been advised of the possibility of such damages.
- 15.4 Notwithstanding anything to the contrary and regardless of the form or nature of the claim or action, the total cumulative liability of Loccul for damages under this Agreement shall be limited to INR 1,00,000 /- (Rupees One Lakh only).

16. CONFIDENTIALITY

- 16.1. The Parties understand and acknowledge that, whether in the course of performance of this Agreement or otherwise, it will receive or become aware of Confidential Information of the other Parties to this Agreement.
- 16.2. The Parties agree that it shall use the Confidential Information of the disclosing Party only as follows:
- a) to use such Confidential Information only in relation to the Agreement;
 - b) not to disclose any such Confidential Information or any part thereof to a person outside the receiving Party's business organization for any purposes unless expressly authorized by the disclosing Party;
 - c) to limit dissemination of such Confidential Information to persons within the receiving Party's business organization who are directly involved in the performance of this Agreement and have a need to use such Confidential Information;
 - d) to safeguard the Confidential Information to the same extent that it safeguards its own confidential materials or data, but in no event less than a reasonable degree of care.
- 16.3. The Parties hereby agree that the Confidential Information shall not include any of the following information that: (i) is independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party, subject to corroborating documents to this effect;

(ii) is subsequently learned from a third party without a duty of confidentiality, subject to corroborating documents to this effect; (iii) is part of the public domain at the time of its disclosure; (iv) at the time of disclosure was already in the possession of the receiving Party, subject to corroborating documents to this effect; (v) is required to be disclosed pursuant to a court order or government authority, whereupon the receiving Party shall, at its earliest opportunity, provide written notice to the disclosing Party prior to such disclosure and where feasible giving the disclosing Party a reasonable opportunity to secure a protective order or take other action as appropriate.

- 16.4. The receiving Party shall immediately upon becoming aware of any unauthorized disclosure, misuse, theft or other loss of any Confidential Information, give notice to the concerned Party of such unauthorized disclosure, misuse, theft or other loss of Confidential Information, whether inadvertently or otherwise.
- 16.5. The Parties' obligations under this clause shall extend to the non-publicizing of any dispute arising out of this Agreement.
- 16.6. The terms of this clause shall continue to apply in full force and effect during the Term starting from the date of disclosure of such Confidential Information and shall survive the expiry or termination of this Agreement and after any Party has ceased to be party to this Agreement without limit in time.

17. DISCLAIMER

- 17.1. The Website and all other services including third party services, all content, functions, software materials and information in connected with the Services are provided on "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, Loccul makes no warranty that (i) the Website or the Services offered will meet the Brand or any other user's requirements or that the Brand's use of the Website of any Service will be un-interrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Website or any third party service in relation to the same will be effective, accurate or reliable; (iii) the quality of the Website or any Service will meet the expectation of the Brand; or (iv) any errors or defects in the Website or any third party services in relation to the same will be corrected. No advice or information whether oral or written, obtained by the Brand from Loccul, Logistics Service Provider or third party service providers or through the Website shall create any warranty not expressly stated in the terms of use.

18. FORCE MAJEURE

- 18.1. If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by reason of any event, including:
 - a) war or other violence, invasion, rebellion, revolution, insurrection, civil war or other casualty;
 - b) fire, flood, earthquake, explosion, lightning, storms, or any other occurrence caused by the operation of the forces of nature;
 - c) terrorism, sabotage or arson; (in each case, a "**Force Majeure Event**")

which is beyond the control of such Party and which is unforeseen or if foreseen is unavoidable 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, and which renders impossible the performance of any material obligation or the exercise of any material right under this Agreement, then the non-performing, hindered or delayed Party 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 such Party 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 nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate this Agreement.

19. INTELLECTUAL PROPERTY

- 19.1. Brands hereby agrees that Loccul shall have the digital right to use the content of Brand for promotion and advertisement for sale of products. The Brand also undertakes that it recognizes that exclusive content owned by Loccul shall not use Loccul trademark or any other intellectual rights belonging to Loccul without its prior written approval.
- 19.2. The Brand represents and warrants that it has not infringed the rights of any intellectual property owned by third parties present in the products listed for sale by the Brand. In violation of such third party rights Loccul will not hold responsibility and shall ban the seller without prior notice. In such cases, Loccul will not be held responsible and will stand free from legal proceedings or penalties.
- 19.3. The Brands shall not permit any third party to use or copy or gain unauthorized access of Loccul's trademarks, trade names in connection therewith or any part thereof. The Brand acknowledges that the rights and licenses granted under this Agreement are limited to the scope expressly granted. Accordingly, except for the rights expressly granted under this Agreement, no right, title, or interest of any nature whatsoever is granted whether by implication, estoppel, reliance, course of dealing or otherwise. All rights and interest in or with respect to any intellectual property rights, copyrights, patents, know-how, or other intellectual property rights that are not specifically granted herein, including all rights and interest in any goodwill arising from the Brand's use of Loccul's trademarks, trade names or domain names, are reserved by and vest solely in Loccul.
- 19.4. Both parties agree that all intellectual property rights, including any brands/ logos, trademarks, etc. belonging to each party are the exclusive property of the respective party and except as provided in this Agreement or permitted under the applicable law, cannot in any other circumstance be used, or copied, or altered in any manner.
- 19.5. The Brands hereby agree not to use images, text, content, videos, including but not limited to celebrity names, images, audio, video extracts, which are not validly owned or authorized for use to the Brand (whether from the internet and/or any other source) while listing the products for sale on the Loccul marketplace. Loccul shall not be responsible for engaging in, resolving or settling any dispute between the Brand and any third party and/or be liable for an infringement of

third party's intellectual property attributable to the Brand. Any costs, expenses or losses incurred by Loccul (including but not limited to legal, attorney fee) in relation to such claims shall be to the account of the Brand.

20. ASSIGNMENT

Loccul may assign this Agreement or rights and obligations without the prior written consent of the Brand.

21. GOVERNING LAW AND DISPUTES

- 21.1. The laws of India govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, termination and enforcement.
- 21.2. Any claim, controversy or dispute that arises out of or in relation to this Agreement, including its validity, interpretation, construction, performance, or termination, whether arising during the term of or subsequent to the expiry or termination of this Agreement, which the Parties cannot settle by mutual negotiations within 45 (forty five) days of either Party first requesting the other in writing to settle such dispute by mutual negotiations, shall be resolved by binding arbitration conducted in accordance with provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder.
- 21.3. The arbitration proceedings shall be conducted by a sole arbitrator appointed in accordance with the aforesaid Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder, in English. The venue for arbitration shall be Bangalore, India.
- 21.4. The decision and award of the arbitrator shall be in writing and in English, and final and binding on the Parties.
- 21.5. A notice of, or request for, arbitration will not operate to stay, postpone or rescind the effectiveness of any demand for performance.
- 21.6. Subject to the foregoing, the Parties confirm that the courts in Bangalore, Karnataka, India have exclusive jurisdiction over the Parties with respect to this Agreement and the subject matter hereof and all matters and claims connected therewith.

22. MISCELLANEOUS

- 22.1. Any notice, request, instruction or other document to be given under this Agreement shall be in English, in writing and shall be sent and delivered by recognized courier or electronic mail (email). Notices to the Parties shall be addressed and directed to the addresses set out in the recitals above.
- 22.2. All Brands are expected to comply with statutory laws governing social and ethical aesthetics of society. Non-complacency noticed will lead to fifteen day notice. Brands are expected to submit convincing proofs to continue selling on loccul.com, failing which may lead to termination of this Agreement.

- 22.3. All Brands are expected to comply with statutory laws governing environment of our society. Non-complacency noticed will lead to fifteen day notice. Brands are expected to submit convincing proofs to continue selling on loccul.com, failing which may lead to termination of Agreement.
- 22.4. The recipient of any and all information disclosed by, or on behalf of, the other Party under or in connection with this Agreement (and that is (a) not known by the recipient prior to such disclosure, (b) public through no fault of the recipient, (c) independently developed by the recipient, (d) lawfully provided to the recipient by a third party without obligation of confidentiality or required to be disclosed by the recipient under law or in connection with any legal proceedings) will not disclose such information except to affiliates, employees, agents or professional advisors who need to know the same and who have agreed in writing (or in the case of professional advisors, are otherwise bound) to keep the same confidential. The recipient will ensure that it and all such persons use such information only to exercise rights and fulfil obligations under this Agreement and for no other purpose, and use reasonable care to protect the same.
- 22.5. The Brand shall not assign, transfer, delegate or subcontract any rights or obligations under this Agreement without the written consent of Loccul. Any attempt to do so shall be void.
- 22.6. The relationship between Loccul and the Brand shall be on a principal-to-principal basis and nothing in this Agreement shall be construed so as to imply a relationship of agency, employment, partnership, joint venture, franchise or technical collaboration between both Loccul and the Brand.
- 22.7. Loccul shall have the right to inspect and audit all the records, including, but not limited to the tax records, records on number of Products sold through the Website, number of returns maintained by the Brand. In the event Loccul is desirous of inspecting the records of the Brand, it shall provide a prior notice of 2 (two) days regarding the inspection to the Brand. Further, in the event Loccul demands for a document from the Brand, the Brand shall produce the same within 48 hours from the time of receiving such a demand from Loccul.
- 22.8. Each Party shall provide and maintain, at its own expense, the hardware, software and services necessary to use the Website in accordance with this Agreement, and shall conduct such tests as may be mutually agreed from time to time to establish and monitor the adequacy of such hardware, software and services for the purposes of this Agreement. The Brand must not insert or activate, or permit a third party to insert or activate, in any system, any virus, bomb, Trojan horse or computer programming code that would impair access to any part of the systems used to perform this agreement.
- 22.9. The failure of a Party to enforce its rights under this Agreement at any time shall not be construed as a waiver of such rights. If any provision of this Agreement shall be determined to be illegal or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 22.10. This Agreement constitutes the complete and exclusive Agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous Agreements or understandings, written or oral, concerning the subject matter hereof.
- 22.11. No provision of this Agreement shall be construed against a Party on the ground that it drafted or its agents drafted such provision.

- 22.12. If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.
- 22.13. Nothing in this Agreement, express or implied, is intended to or shall grant to any third party any right to enforce any term of this Agreement or to confer on any third party any benefits or remedy of any nature whatsoever under this Agreement.

Schedule A

Services

- 1) Listing services (including providing access to the website to the limited purpose);
- 2) Logistics services;
- 3) Online payment services;
- 4) Content Services; and
- 5) Promotional Services.

Schedule B

LOCCUL LOGISTICS SCHEDULE

Loccul provides end-to-end logistics services through its third party logistics service providers as a part of the services offered through its marketplace activities. In relation to the same, the Brand needs to avail the logistics services offered by Loccul only.

Particulars	Description
Operational Expenses	Loccul shall include the operational expenses as a part of overall commission charged from Brand.
Catalog Selection	<ul style="list-style-type: none">(a) All stock made available to Loccul should be kept aside for a period of one month.(b) New stock to be made available via Loccul shall be decided on the 1st of every month.(c) Any changes in terms of physical stock of an item need to be intimated to Loccul in priority(d) Once order gets punched seller has to ship the item within stipulated time and available stock beyond to which seller would attract penalty of INR 2500 or 5% of invoice amount whichever is higher.
Payment Cycle	<ul style="list-style-type: none">(a) The bill will be raised at the end of the month for all the orders delivered and accepted* before 28th of the month (acceptance date = delivery date + 4 day return window_(if any)) done in the entire month. The balance will fall into the next month.(b) Payment will happen on or before 10th of the every subsequent month.(c) Undelivered & Damaged orders will not be accounted in the bill.(d) Any returns or exchanges made by the Product in the current Payment Cycle.(e) Orders pertaining to exchange will be billed in the month when the particular transaction gets closed.
Logistics	<p>1. Fulfilment</p> <ul style="list-style-type: none">(a) Once order is placed a mail will be triggered to seller following a call /message.(b) Order should be picked, packed and ready to ship within 48 hours of the order been placed.

	<p>(c) In case if the scheduled pickup is not fulfilled within 48 hours of order acceptance by the seller, due to reasons pertaining to seller would attract penalty of INR 2500 or 5% of invoice amount whichever is higher.</p> <p>(d) All consignments will be picked up on SAID TO CONTAIN basis and the contents are neither shown nor verified. Any confiscation on account of lapses or non compliance of the statutory requirements would be the responsibility/liability of the seller</p> <p>2. Last Mile</p> <p>Our logistics partner will pick up the product from you and deliver it to the customer. All you need to do is keep it packed and ready for dispatch.</p>
Insurance	<p>(a) Transit Insurance of consignment will be borne by Loccul</p> <p>(b) Damaged or Pilfered consignment after delivery in an intact condition will not come under Loccul insurance policy.</p>
Damaged Goods/Theft	<p>(a) Liability of damaged or Pilfered consignment after delivery of the consignments in an intact condition will be with Brand .</p> <p>(b) In transit theft and/or damaged consignment liability will be borne by Loccul, in all other cases it will be borne by Brand.</p>
Reconciliation of stock	Reconciliation of stock will be done twice on a weekly basis to avoid exhaustion of any item which is live on panel.
Return and refund policy	<p>(a) Blanket period of 15 days no query return from the date of delivery to customer. Full refund will be processed to end customer</p> <p>(b) Liability of mismatched or damaged goods return will be on Brand until and unless it's an in-transit damage. Full refund will be processed to end customer</p>
Packaging Policy	<p>(a) Brand to be provide dimensions of each product and its default packaging to facilitate Loccul to send custom outer packaging units to the Brand from time to time.</p> <p>(b) Brand shall use outer packaging mandatorily on all shipments arising out of transactions directly through Loccul.</p>
Exchange	1) All items where a trial is required to understand the fit can be exchanged. These include apparel and footwear etc.

	<ul style="list-style-type: none"><li data-bbox="475 191 1419 283">2) Exchange of the item should be restricted to the same product in a different size and/or color.<li data-bbox="475 304 1419 409">3) Mismatch of product or wrong product delivery will be replaced with a penalty to brand which is equivalent to forward and reverse logistics cost to fulfil the order.
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SCHEDULE C

Prohibited Products

1. Adult products and pornographic/obscene materials (including child pornography) in any form (print, audio/video, images, photographs, etc.)
2. Sex determination kits and contraceptives.
3. Tobacco, compressed gas, alcohol, drugs, including medical drugs, narcotic drugs and psychotropic substances.
4. Plants and animals (including endangered species), whether live or dead including its parts.
5. Any article/material/service which cannot be exhibited, advertised, made available, offered for sale at e-commerce platforms/ technology due to restrictions/conditions for sale of those articles/material/service unless all those conditions are met pursuant to the Applicable Laws.
6. Fire Arms, parts thereof and ammunitions, weapons, knives, sharp-edged and other deadly weapons, and parts of, and machinery for manufacturing, arms, but does not include articles designed solely for domestic or agricultural uses such as a lathi or an ordinary walking stick and weapons incapable of being used otherwise than as toys or of being converted into serviceable weapons.
7. Any article/material/service which are prohibited by any law at any given time or which may assist in performance of an illegal or unlawful activity.
8. Counterfeit Goods and fake products.
9. Goods/materials infringing any intellectual property rights.
10. Financial services currency, negotiable instruments, etc.
11. Maps and literature where Indian external boundaries have been shown incorrectly.
12. Government related items/equipment (like wireless with frequency used by Police, uniforms of Government officials including but not limited to Police, Army, etc.).
13. Hazardous materials including but not limited to radioactive materials, acid, fireworks, explosives, flammable adhesives, poison, hazardous chemical, oil-based paint and thinners (flammable liquids), industrial solvents, insecticides & pesticides, machinery (containing fuel), fuel for camp stoves/lanterns/heating elements, infectious substances etc.
14. Stocks and securities.
15. Stolen properties.
16. Passports, other government issued personal documents.
17. Human remains or skeleton.
18. Liquefied Petroleum Gas cylinder.
19. Racially/ethnically/religiously offensive materials.
20. Any other items deemed unfit by Loccul.