

## VIZVAKARU.COM MARKETPLACE POLICY - DIRECSHIP

For the purpose of this Marketplace Policy (hereinafter referred to as this "**Policy**"), wherever the context so requires, "**you**" and "**your**" shall relate to any natural or legal person who has agreed to become a merchant / seller on the vizvakaru.com (the "**Website**"). The word "**Customer**" shall mean a buyer who places an order on the Website, and the terms "**Vizvakaru**" "**we**", "**us**" and "**our**" shall mean Vizvakaru Solutions Private Limited, a company incorporated under Companies Act, 1956 with registered office at Hiland Woods, Maple, 11R, Rajarhat, AA-IIC, Kolkata-700157, West Bengal, India.

We at Vizvakaru give customer satisfaction the highest priority, and expect our merchants to support us in delighting our users and Customers. As a merchant, whilst selling on Vizvakaru.com (the "**Website**"), you are expected to deliver prompt and efficient service to ensure that the Customer's experience of shopping on the Website is a delightful one. In addition to the terms and conditions detailed in our **E-Commerce Services Agreement**, we have the following expectations from you:

### 1. **Order Fulfilment and Timely Shipments**

1. You are expected to process orders received from the Customers through the Website in a timely manner and provide the same to the Customers within the stipulated timelines failing which the order shall be cancelled for non-fulfillment.
2. Once the products are ready/ available with you, you shall be required to ship all products to the Customer within the stipulated time period provided. It is hereby reiterated that time is of the essence for this step of the process.
3. An order placed on our Website will be considered as "shipped" only after you ship the required items and update shipping details such as the name of the courier company used, tracking / AWB number, and other relevant information on the "Merchant Dashboard" provided on the Website.
4. You shall be responsible for all costs incurred to ship the products to our designated hubs (including costs of freight and transit insurance). Further you shall be responsible for payment of all duties, custom duty, taxes and other charges.
5. In the event an order placed on the Website is cancelled prior to the items being shipped by you, the changed status will be displayed on your Merchant Dashboard, and you are not required to ship the relevant items to the Customer. The amounts (if any) paid out for the same will be adjusted from subsequent remittances due to you.
6. Any failure to adhere to the timelines for fulfillment of an order or timely shipment of the products will be considered to be non-performance on your part, and repeated non-performance may lead to disabling the DirecShip privilege, or temporary or permanent suspension of your selling privileges on the Website.
7. In the event of cancellation of an order due to non-fulfillment of an order or delay in shipment of the product on your part, we shall be entitled to charge our commission/service fee in respect of such cancelled order in consideration for the services provided by us to facilitate such order, and such commission / service fees shall, at our sole discretion, be adjusted against subsequent remittances, or independently claimed from you.
8. In addition to the above, you shall be liable to indemnify us and the other Indemnified Parties (as defined in the E-Commerce Services Agreement) in accordance with the **E-Commerce Services Agreement**, for any cancellation/ non-fulfillment of an order.

### 2. **Item Quality and Customer Complaints**

1. In addition to the covenants and warranties provided by you under the E-Commerce Services Agreement, you should ensure that the items being sold to Customers are of high quality and in good working condition, and are not Unsuitable Products. For the purpose of this policy, the term "**Unsuitable Product**" means a product (a) that is defective, damaged, or lacking required label(s), (b) that does not conform to the standards and the quality control checklist shared by us, or (d) that we determine to be unsuitable.
2. In the event a Customer intimates us and confirms that an item has not been received, then our Customer Support Team will require you to furnish the proof of delivery ("**PoD**") within 5 (five) days of such intimation, in order to be able to contest the Customer's claim. On failing to receive the PoD from you within the stipulated timeline, we will refund the Customer and treat the order as a cancellation due to non-fulfillment by you. You hereby agree to cooperate with us in order to resolve, to the Customer's satisfaction, all cases of items that may have been shipped but not received.
3. All items that may not be delivered successfully, and are returned to you by your delivery partners, will be accepted back by you. If any amount has already been paid to you for the same, it will be adjusted from your subsequent remittances.

4. We will be responsible for and have sole discretion regarding all customer service issues relating to products being sold to the Customers. We will have the right to determine on your behalf, whether a Customer will receive a refund or replacement for any product, and the same will be recorded on your performance dashboard.
5. Any refunds to Customers as a result of Unsuitable Products being delivered to them shall, at our sole discretion, be adjusted against subsequent remittances to be made to you, or independently claimed from you. It is clarified any order that subsequently leads to a refund, shall still entitle us to charge the commission / service fee to you.
6. In the event the above mentioned issues are relating to items whose value is less than Rs. 300 (Rupees Three Hundred only), we do not require the items to be returned by the Customer. Any such refunds resulting out of Customer complaints may be adjusted against subsequent merchant remittances, or independently claimed from you, after a process of mediation between you and our Support Team. However, this does not prevent you from independently pursuing a return claim against the Customer, subject to you reimbursing the reverse courier charges to the Customer as per our policies.
7. Repeated complaints from Customers with regard to the same product or type of product may result in discontinuation of the listing of that particular product or type of product on the Website, and disciplinary action against you including temporary or permanent suspension of your selling privileges on the Website.

**3. Customer Returns and Refunds**

1. You hereby agree to accept delivery of products:
  - a.that are not delivered successfully or returned by Customers as being Unsuitable Products and/or incomplete or incorrect products;
  - b.in respect of which the orders are cancelled by Customers prior to it being shipped out by you.
2. If the value of the products that are to be refunded is less than Rs. 300 (Rupees Three Hundred only), we do not require the product to be returned by the Customer. However if the value of the product is greater than Rs. 300 (Rupees Three Hundred only), we may arrange for the product to be picked up by one of our courier partners, which will then be subsequently returned to you. We do not guarantee the return of such products, and further disclaim all responsibilities and liabilities for any product that has not been returned the Customer. However, this shall not prevent you from independently pursuing a return claim against the Customer.
3. In the event the Customers are provided with refunds for the reasons mentioned hereinabove, we shall, at our sole discretion, be entitled to set off the amounts payable to us (including our commission/service charge) against subsequent remittances to you, or independently claim the same from you.

**4. Terms of Packaging**

1. We will provide packaging materials containing logos, words, trademarks, and other intellectual property owned by us, to you, so that the order items can be packaged and shipped to the Customer in a consistent manner.
2. Nothing contained in this policy or in any other agreement entered by you with us shall deem to grant any rights to you, in any intellectual property owned by us. You hereby agree to use the packaging material provided by us, in order to pack and ship the items ordered by a Customer through our Website. It is hereby clarified that you shall not use the Vizvakaru packaging material on any products that are not being sold on the Website.
3. All terms relating to intellectual property, as detailed in our E-Commerce Services Agreement, shall apply to you as if reproduced herein.
4. In the event your DirecShip privilege is revoked, or terminated, you shall return all remaining, unused packaging material to us, or destroy all remaining stock of packaging material, to the satisfaction of Vizvakaru.

**5. Merchant Remittances**

1. Customers will receive an email once you ship the item that has been ordered, along with the shipment details and a commitment of delivery within 8 (eight) working days.
2. On the earlier of an item being marked "delivered" on the website of the courier partner, or 8 (eight) working days from the date of shipping, the Customer is required to confirm receipt of the item within 15 (fifteen) days. In case a Customer does not respond within 15 (fifteen) days from the date of delivery, it will be assumed that item has been delivered.
3. You hereby understand that payment for the consummated orders shall be remitted to your account within D+3 days, wherein:

"D" for Direc-Ship online payments:	The first of the following dates: When the website of the courier partner shows the item as "delivered" to
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	<p>the Customer; or</p> <p>When the Customer confirms on our Website that she/he has received the item; or</p> <p>When the time limited for a confirmation from the Customer expires.</p>
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4. All remittances will be processed twice a week, i.e., on Monday and Thursday of every week. On account of any Monday or Thursday being a bank holiday or any public holiday observed by us, the remittance will be processed on the next working day.
5. All remittances will be processed after applying / off setting all adjustments due from your account.

**6. Know Your Customer ("KYC") mandate**

1. Upon the occurrence of the earlier of the following two events, namely:
  - a. total business of Rs. 25,000 (Rupees Twenty Five Thousand only) by value of sales generated by you through the Website, or
  - b. completion of 3 (three) months of your selling products on the Website,

you will be required to complete the KYC procedure for verification of your identity and of the bank account you provided to us for receiving remittances as outlined above. Failure to comply with this requirement will result in subsequent remittances being frozen, until the required documents are submitted and validated by us.

2. You may provide any of the following documents for the KYC procedure :

Proof of identity:	Proof of address:
<ul style="list-style-type: none"> <li><input type="radio"/> Passport</li> <li><input type="radio"/> PAN Card</li> <li><input type="radio"/> Voter's Identity Card</li> <li><input type="radio"/> Driver's License</li> <li><input type="radio"/> Aadhaar Card</li> </ul>	<ul style="list-style-type: none"> <li><input type="radio"/> Passport</li> <li><input type="radio"/> PAN Card</li> <li><input type="radio"/> Voter's Identity Card</li> <li><input type="radio"/> Driver's License</li> <li><input type="radio"/> BSNL/MTNL Bill</li> <li><input type="radio"/> Bank account / Credit Card statement</li> <li><input type="radio"/> Electricity bill</li> <li><input type="radio"/> Ration card</li> </ul>

3. The documents submitted by you should correspond to, and validate the details provided by you on the merchant dashboard available to you on the Website.