



**W O W M O M**

**This Agreement is entered into between:**

- (1) **Bloom & Grow Singapore Pte. Ltd.** (UEN: 200820094C), a company incorporated in Singapore and having its registered office at 171 Chin Swee Road #10-02 CES Centre Singapore 169877 (the “**Company**”); and
- (2) You, being a seller having registered for an account on the Platform (the “**Seller**”).
- (3) The effective date of this Agreement will be the date when the Vendor’s account on the Platform is approved.

**Whereas:**

- (A) Company conducts business *inter alia* in the sale of various products on the Internet.
- (B) Seller intends to sell Goods on the Platform and Company has agreed to allow Seller to use its Platform for this purpose on the terms and conditions contained herein below.

**It is agreed as follows:**

**1. Scope of Agreement**

**1.1** In consideration of the commission and fees set out in Clause 2 below, Company agrees to:

- 1.1.1 feature Goods for sale through the Platform;
- 1.1.2 provide a template webpage for Seller to customise and design its own Seller Landing Page (for the avoidance of doubt, Company shall not be obliged to customise or upload any content to the template webpage for the Seller); and
- 1.1.3 carry out its payment services,

(collectively “**Services**”) on a non-exclusive basis for Seller, and in accordance with the terms and conditions of this Agreement.

**1.2 Platform, Seller Landing Pages & Services**

- 1.2.1 **Look and feel:** Company reserves the right to control the look and feel of the Platform and the Seller Landing Pages. In connection with the foregoing, Company may, without giving any reason or prior notice: (i) modify the Seller Landing Pages; or (ii) require the Seller to make certain modifications to the Seller Landing Pages.
- 1.2.2 **Notices and disclaimers:** Company shall be entitled to publish any notices or disclaimers at the Platform in connection with the Goods in the manner and extent deemed necessary by Company in its sole discretion (such as for the purposes of Company’s internal operational, policy guidelines and/or regulations) including:

- (i) the terms and conditions governing the access to and/or use of the Seller Landing Pages by Customer; and
- (ii) any restrictions and/or instructions relating to any Customer Order.

**1.2.3 Right to delegate or sub-contract:** Company reserves the right to delegate or sub-contract the performance of any of its functions in connection with the performance of its obligations under this Agreement and reserves the right to use any service providers, subcontractors and/or agents on such terms as the Company deems appropriate.

**1.2.4 Modifications to the Platform:** Company may, from time to time and without giving any reason or prior notice, modify, upgrade, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform or any information, functionalities, services or products provided therein, and shall not be liable if any such upgrade, modification, suspension or removal prevents Seller from accessing the Platform or associated information, functionalities, services or products.

**1.2.5 Advertisements:** Company reserves the right to market or advertise the Goods or the Seller, either generally or specifically, on the Platform or such other medium or channel of marketing or advertising of the Company's choice. Company may attach advertisements, banners and/or such other materials (collectively "**Advertisements**") to the Platform and/or the Seller Landing Pages for the purpose of advertising the Company's and/or any third party's products and/or services. For the avoidance of doubt, Seller shall not be entitled to receive any payment, fee and/or commission in respect of the Advertisements.

### **1.3 Seller's use of Platform**

**1.3.1 Compliance with Manuals:** Seller agrees to comply with any and all the Manuals pertaining to the use of and/or access to the Platform, as well as any amendments to the aforementioned. The Company reserves the right to revise the Manuals at any time and Seller is deemed to be aware of and bound by any changes to the foregoing upon publication.

**1.3.2 Accuracy and validity of prices:** Seller shall be solely responsible for the accuracy and/or validity of the prices and/or other information relating to Goods which are to be included or posted on the Seller Landing Pages.

**1.3.3 Loyalty and marketing:** Company may allow Seller to participate fully in various advertising, sponsorship, promotion and marketing efforts of the Company, including:

- (i) customer loyalty programmes, including those programmes for the purpose of conferring benefits on Customers for purchasing Goods. The participation of Seller in such programmes will require Seller to furnish consideration or payments, details of which shall be as set out in the Manuals; and

- (ii) telemarketing campaigns, dealer mailings, promotional events, trade advertising, video presentations, trade shows, road shows and other programs as notified by the Company from time to time.

#### 1.3.4 **Security Code**

- (i) Where Seller has been issued, by the Company, with a password, personal or log-on identification number and other code and access procedures (such items to be referred to as "**Security Code**") for use in connection with access to the Platform or use of the facilities provided through the Platform. Seller agrees to keep confidential, the Security Code issued to it. Seller should notify the Company immediately if it has knowledge that or has reason for suspecting that the confidentiality of the Security Code has been compromised or if there has been any unauthorised use of the Security Code.
- (ii) Seller agrees that any use of or access to the Platform and any information or data referable to the Security Code shall be deemed to be: (i) use or access of the Platform by Seller; or (ii) information or data transmitted or validly issued by Seller, and that Seller shall be bound by any access or use (whether such access or use are authorised by Seller or not) referable to the Security Code. The Company shall be entitled (but not obliged) to act upon, rely on or hold Seller solely responsible and liable in respect thereof as if the same were carried out or transmitted by Seller.

**1.3.5 Name of Seller to be used on Platform:** Subject to Clause 20.4 and the prior written approval of the Company, which approval may be provided subject to such further terms and conditions as prescribed by the Company, Seller may use, on the Platform, a name different from the one which Seller uses to enter into this Agreement (i.e. as set out in the first page of this Agreement) to refer to itself (e.g. any of Seller's registered business names).

### 1.4 **Development of Seller Landing Pages by Seller**

The Company shall develop and provide a template webpage for the Seller and the Seller shall use such template to develop, design and use the Seller Landing Pages in accordance with Schedule 3.

### 1.5 **Feature of Goods for sale through the Platform**

**1.5.1 Company to feature:** Provided that Seller adheres to this Agreement, Company agrees to feature Goods for sale through the Platform.

**1.5.2 To refuse to list:** Company reserves the right to refuse to or cease to feature Goods where:

- (i) Company deems that the Goods listed for sale may not contribute to the variety of Goods listed for sale on the Platform; or

- (ii) Company deems that Seller is incapable of meeting its obligations under this Agreement or any Customer Contract.

**1.6 No agency:** The relationship of Seller and Company established by this Agreement shall be solely that of independent contractors. Save for the purposes described in Clauses 5.2 and 5.5, nothing contained in this Agreement shall be construed to make one Party the agent for the other for any purpose, and neither of the Parties hereto shall have any right whatsoever to incur any obligations or liabilities on behalf of or binding on the other Party.

## **2. Commission and Fees**

**2.1 Seller to pay:** In consideration of Company's agreement to provide the Services, Seller shall pay Company the commission and fees stated in paragraph A of Schedule 2 strictly in accordance with the time and manner stated in paragraph B of Schedule 2 and such other requirements as stated in Schedule 2.

**2.2 Taxes:** Seller shall comply with the requirements and obligations relating to taxes as set out in paragraph B.5 of Schedule 2.

## **3. Basis of Customer Contract**

**3.1 To be sold as Seller's goods:** Seller agrees and confirms that the Goods shall at all times be offered for sale, sold, marketed and/or distributed as Seller's goods and Seller shall take all necessary steps and/or precautions to ensure that such Goods are not mistaken or misrepresented as being the Company's goods.

**3.2 No contract between Company and Customer:** For the avoidance of doubt, each agreement entered into for the sale of Goods to a Customer shall be an agreement entered into directly and only between Seller and the Customer. In no event shall Company establish or be required to establish any contract for the sale and purchase of Goods with a Customer. Seller undertakes to ensure that the appropriate representations and/or notices are given to the Customer (whether attached to Goods or otherwise) to inform the Customer that it is purchasing Goods solely from Seller pursuant to a sale and purchase agreement solely with Seller. Seller undertakes that it shall fully indemnify the Company against any and all claims made by any Customer against the Company as a result of a breach of this Clause.

## **4. Company's Reservation of Rights**

**4.1 Right to decline to accept:** Company shall be entitled to decline to accept any Customer Order if:

**4.1.1** Company determines or has reasonable grounds to believe that the relevant Customer makes or sends the Customer Order from outside of Singapore;

**4.1.2** the relevant Customer has requested delivery of Goods to a mailing or delivery address outside of Singapore;

- 4.1.3 the Customer Order does not comply with any of the operational requirements and/or terms and conditions of access to the Seller Landing Pages set up by the Company;
- 4.1.4 the Customer Order is not in the mode or manner required by the Company; or
- 4.1.5 the Company is prohibited from processing any Customer Order by reason of any applicable law, rule, regulation or governmental order.

**4.2 Right to notify:** Company shall be entitled to post such notice, form or condition on the Platform and/or the Seller Landing Pages as the Company deems necessary in its sole discretion to reserve its rights. Seller shall in its contracts and/or communications with its Customers (if any), reserve the aforesaid right of the Company and Seller shall indemnify the Company against any claim made by any Customer against the Company as a result of the exercise of the aforesaid right by the Company.

## **5. Creation of Customer Contract**

**5.1 Procurement of Customer Order:** Company shall be entitled to procure and obtain for Seller, Customer Orders for Goods in Singapore.

**5.2 Acceptance of Customer Order:** Company shall be authorised automatically to accept all Customer Orders as agent on behalf of Seller.

**5.3 Details of Customer Order:** Upon acceptance of a Customer Order, Company shall notify Seller of the details relating to the relevant Goods and Customer, including the stock keeping unit or barcode relating to the relevant Goods and the details contained in the accepted Customer Order.

**5.4 Seller Terms & Conditions of Sale and Seller Return Policy:** All agreements entered into between Seller and a Customer, pursuant to a Customer Order, for the purchase by the Customer of Goods listed for sale by Seller on the Platform (each such agreement shall be referred to as a “**Customer Contract**”) shall be entered into subject to the Seller Terms & Conditions of Sale and the Seller Return Policy. The Seller Terms & Conditions of Sale and the Seller Return Policy shall be in the form required by the Company to be adopted by sellers on the Platform, whether prescribed for sellers on the Platform generally or for Seller in particular. The Seller Terms & Conditions of Sale and the Seller Return Policy may be amended by the Company from time to time. Any additional terms which Seller wishes to incorporate into any Customer Contract shall be stated on the Seller Landing Pages as prescribed by the Manuals.

**5.5 Collection of payment:** Company shall be authorised to collect payments from the Customer on behalf of Seller, in any manner that the Company may prescribe, in respect of Customer Contracts. In collecting payments from Customers, the Company is acting wholly as an agent of Seller. Company is not liable for any Losses to Seller if, for whatever reason, the Customer does not make full payment, or if the Customer’s payment was subsequently invalidated.

**5.6 Credit to Seller:** Company shall credit payments, collected by the Company in accordance with Clause 5.5 above, less any sums which the Company is entitled to set-off in accordance with paragraph B.3 of Schedule 2, to Seller's account in accordance with paragraph **Error! Reference source not found.** of Schedule 2.

## **6. Seller to Fulfil**

Seller shall fulfil Customer Contracts in accordance with Clauses 7, 8, 9, 10, 11 and 12.

## **7. Inventory of Goods**

**7.1 Identity and Listing Price:** Seller shall determine the identity, product descriptions, applicable product warranties and Listing Price of the Goods in the manner described in the Manuals.

**7.2 Listing of Goods:** Seller shall upload the list of Goods, together with any details as required by the Company, through the Platform in the manner described in the Manuals.

**7.3 Submission to Company:** Seller shall submit a list of the quantity of stock of the Goods, together with any details as required by Company, to Company in the manner described in the Manuals. Seller shall frequently update such list of Goods and their details for accuracy through the Platform in the manner described in the Manuals.

**7.4 In stock:** Seller shall ensure that the quantity of stock of the Goods by Seller to the Company in accordance with Clause 7.3 above is committed to and available for sale through the Platform in the manner described in Clause 5 above. Any failure to fulfil a Customer Contract by reason of insufficient stock of the Goods shall be a breach by Seller of this Agreement and of such Customer Contract.

## **8. Packaging**

**8.1 Packaging process:** Seller shall be responsible for the entire packaging process and shall sustain all the costs connected with the process.

**8.2 Packaging requirement:** Seller shall package the Goods in the manner described in the Manuals and in accordance with the following:

**8.2.1** the packaging shall be free from stain or damage;

**8.2.2** the packaging shall be intact at all times; and

**8.2.3** all information stated on the packaging shall be accurate and comply with all applicable laws.

## **9. Delivery and Refunds**

**9.1 Terms of delivery (vis-à-vis Customer):** Seller agrees that the terms of delivery, including the manner and time period of delivery, applicable to the Customer in each Customer Contract shall be as set out in the Seller Terms & Conditions of Sale.

### **9.2 Preparation of Goods for pickup and delivery:**

**9.2.1** Upon notification of information relating to a Customer Contract from the Company, Seller shall deliver the Goods in such manner as may be prescribed in the Manuals.

**9.2.2** Where Goods are stored on consignment with a third party warehouse provider, Company shall be authorised, on behalf of Seller, to notify such third party warehouse provider of information relating to a Customer Contract in order for such third party warehouse provider to prepare the Goods for pickup and delivery by the Seller or its agents (such as the 3PL) in such manner as may be prescribed in the Manuals.

**9.3 Liability of Seller:** Seller hereby acknowledges and accepts full responsibility and liability for any and all claims, loss or damage arising out of or in connection with Seller's breach of this Clause 9 and/or its inability to fulfil any Customer Contract. Seller shall compensate affected Customers in accordance with this Agreement, the Seller Terms & Conditions of Sale and as prescribed in the Manuals.

**9.4 Shipping costs:** Shipping costs payable by Seller for delivery of Goods to Customers by the Company, on behalf of Seller, shall be determined in accordance with paragraph A.5 of Schedule 2.

### **9.5 Delays**

**9.5.1 Seller to inform the Company:** In case of any delay affecting delivery of the Goods, either materialised or foreseen, Seller shall immediately inform the Company of the same in writing.

**9.5.2 Late delivery policy:** In the event that the Goods are not delivered within the time period prescribed in the Manuals or Platform and such delay in delivery does not fall within Clause 9.5.3 below, Seller shall honour the late delivery policy incorporated in the Seller Terms & Conditions of Sale and as prescribed in the Manuals. Company shall have the right to offer a voucher in the name of the Company to Customer for Store Credit. Unless the delay is solely caused by the Company, the Company shall be entitled to recover an amount equivalent to the Store Credit as a debt due from Seller and Seller shall promptly pay such amount upon being notified by the Company.

**9.5.3 Late delivery cancellation policy:** Where the Goods are not delivered within the time period prescribed in the Manuals or Platform, and the Customers who are notified of the delay elect to terminate the Customer Contract, Seller shall honour the late delivery cancellation policy incorporated in the Seller Terms & Conditions of Sale and



as prescribed in the Manuals. Company shall have the right to offer a voucher in the name of the Company to Customer for Store Credit. Company shall be entitled to: (i) unless the delay is solely caused by the Company, recover an amount equivalent to the Store Credit as a debt due from Seller and Seller shall promptly pay such amount upon being notified by the Company; (ii) unless the delay is solely caused by the Company, charge Seller the commission stated in paragraph A.1 of Schedule 2 notwithstanding the termination of the Customer Contract; and (iii) refund any money paid by Customer notwithstanding the termination of the Customer Contract.

**9.6 Refunds to Customers:** Notwithstanding that fees may have been paid to the Company by Customers or disbursed to Seller by the Company, Company shall be entitled to make immediate refunds to affected Customers, the sum paid by such Customers for the relevant Goods, in any of the following events:

**9.6.1** where the Company is required under the terms of its contract with the relevant third-party payment agent (such as *PayPal*) to make refunds of unauthorised payments (such as refunds required for payments made under circumstances involving fraudulent or unlawful activity or chargebacks that the Company is required to give effect to pursuant to the terms of its contract with the relevant third-party payment agent);

**9.6.2** returns of the Goods by such Customers in accordance with the Seller Return Policy; or

**9.6.3** withdrawal of the Goods by the Company from being listed for sale on the Platform in relation to any dispute (threatened or actual and whether or not the Company or Seller are parties thereto), including any IPR Claim.

## **10. Customer Service**

**10.1** Except as otherwise expressly set out in Clauses 5.5, 9.4 **Error! Reference source not found.** and 10.2, the Company shall not under any circumstances be responsible for any after-sales service, payment invoicing or collection, customer services and enquiries, sale or technical support, maintenance services and/or any other obligations or services relating to or in respect of Goods sold or offered for sale by Seller through the Platform.

### **10.2 Questions and complaints**

**10.2.1 Seller to respond:** Company shall be the sole first point of contact vis-à-vis Customers in respect of Customers' questions and/or complaints. Company will forward to Seller all questions and complaints, with regards to the Goods, which it may receive. Seller shall respond to the Company on all such questions and complaints within 48 hours, failing which Company shall be entitled to deduct a reasonable sum from the amount of fees disbursed to Seller.

**10.2.2 No contact with Customers:** Seller agrees not to contact any Customer, except where notified by the Company to do so for the purposes of fulfilling a Customer

Contract in the manner set out in Clauses 6 or 10.2.1 above. Seller agrees not to market, promote or advertise the sale or availability of Goods from any other websites or mobile applications to Customers.

**10.2.3 Limited disclosure of Customer Information:** In the event of a referral of a customer question and/or complaint to Seller pursuant to Clause 10.2.1 above or notification of Customer Contract in the manner set out in Clause 5.3 of this Agreement, the Company will only provide the following Customer Information: (i) name of Customer; (ii) mailing and/or delivery address; and (iii) telephone number. Save as aforementioned, the Company shall not be obliged to disclose any other Customer Information and shall have the discretion in determining the scope, extent and type of all other Customer Information which it wishes to disclose to Seller.

## **11. Returns**

**11.1 Returns accepted:** Seller should accept returns and/or refunds of Goods, as long as the relevant Customer adheres to the Seller Return Policy, in the following cases:

11.1.1 faulty Goods were delivered to the Customer;

11.1.2 damaged Goods were delivered to the Customer;

11.1.3 incorrect items were delivered to the Customer; or

11.1.4 the Customer elects to return the Goods, provided that the Seller Policy did not specifically prohibit returns (e.g. in the case of food products or undergarments).

**11.2 Shipping costs borne by Seller:** Shipping costs from Customer to Seller must be borne by Seller in cases of returns of Goods falling within Clauses 11.1.1 (faulty Goods), 11.1.2 (damaged Goods), 11.1.3 (incorrect items) above.

**11.3 Shipping costs borne by Customer:** Shipping costs from Customer to Seller must be borne by Customer in cases of returns of Goods falling within Clause 11.1.4 (at Customer's election) above.

**11.4 Seller to indemnify the Company:** Seller agrees to release, defend, protect, indemnify and hold the Company harmless from and against any Losses arising from any returns of Goods falling within Clauses 11.1.1 to 11.1.3 above.

## **12. Product Recall**

**12.1** The Seller shall immediately notify the Company in writing in the event of any product recall, market withdrawal or other corrective actions, or the likelihood of any of the foregoing,] [and such notice shall contain the following information: (i) details of the product recall, market withdrawal or corrective action; and (ii) the actual or suspected lot numbers, serial number or other identifiers and delivery dates of the Goods affected by the product recall.

**12.2** In the event of a product recall, market withdrawal or other corrective action, the Supplier shall be responsible for: (i) all costs incurred in connection with such product recall, market withdrawal or corrective action; (ii) providing any notices, information and documents to the relevant authority; and (iii) carrying out all necessary actions required for such product recall, market withdrawal or corrective action. For the purposes of this Clause 12, “product recall” shall mean instruction(s) issued by any relevant authority, including, without limitation, the Singapore Health Sciences Authority and the Singapore Food Agency, to recall some or all Goods in any jurisdiction for any reason.

**12.3** Any public release regarding a product recall, market withdrawal or other corrective action by the Seller must first be approved by the Company whose approval shall not be unreasonably withheld.

### **13. Failure to Fulfil Customer Contract**

If Seller breaches or delays the performance of its obligations under Clauses 7, 8, 9, 10 and 11 above, the Company shall have the right to decline to accept Customer Order, be authorised to terminate the Customer Contract on behalf of Seller where the Seller Terms & Conditions of Sale contain an express right of Seller to so terminate, right to refuse to or cease to feature Goods on the Platform and refund any money paid by Customer as well as offer a voucher in the name of the Company to Customer for Store Credit. Company shall be entitled to recover an amount equivalent to the Store Credit as a debt due from Seller and Seller shall promptly pay such amount upon being notified by the Company.

### **14. Customer Information**

**14.1 Customer Information:** Company shall have sole ownership and control of all sales and other data obtained by or on behalf of the Company from Customers in connection with the Goods or the Platform (“**Customer Information**”). For the purposes of this Agreement, all Customer Information shall be considered Confidential Information of the Company.

**14.2 Use of Customer Information:** Seller shall utilise Customer Information disclosed by the Company to Seller or to which Seller has otherwise collected or obtained access to pursuant to or in connection with this Agreement, solely for purposes of this Agreement and shall not sell, assign, lease or otherwise commercially exploit any Customer Information. All Customer Information shall not be disclosed to any third party without the prior written consent of the Company, and shall be disclosed within Seller’s organisation only on a need-to-know basis.

**14.3 Return of Customer Information:** Seller shall immediately return to the Company any Customer Information provided, either upon demand, or upon termination of this Agreement, including all copies made by Seller.

### **15. Warranties**

**15.1 Authority to offer:** Seller warrants to the Company that it has the full right and/or authority to offer for sale all the Goods that are featured or listed on the Platform.

**15.2 Warranties relating to Goods:** Seller warrants to the Company that all the Goods listed for sale by Seller on the Platform, whether manufactured, fabricated, or otherwise produced or provided by Seller or third parties, will:

15.2.1 strictly conform to any and all product warranties, specifications, drawings, samples, performance criteria, and other descriptions provided by Seller via the Platform;

15.2.2 be merchantable and of satisfactory quality; and

15.2.3 conform with all applicable laws, rules, regulations, codes and ordinances.

**15.3 Consequences of breach of warranties relating to Goods:** In the event that Seller shall breach Clause 15.2 above and is unable to fulfil any Customer Contract, the Company shall be entitled to notify the relevant Customer accordingly. Seller hereby acknowledges and accepts full responsibility and liability for any and all claims, loss or damage arising out of or in connection with Seller's breach of Clause 15.2 and/or its inability to fulfil any Customer Contract.

**15.4 Other warranties:** Seller furthermore warrants and represents to the Company that:

15.4.1 the entry into this Agreement and any Customer Contract and the performance thereof by Seller have been duly authorised by all necessary corporate action and constitutes a valid and binding agreement of Seller, enforceable against Seller in accordance with the terms thereof;

15.4.2 all information furnished to the Company or provided by Seller through the Platform to Customers with regards to the Goods are accurate, valid and up-to-date;

15.4.3 all formal consents, waivers, approvals, authorisations, exemptions, registrations, licenses or declarations of or by or filing with, any authority or contracting party which are required to be made or obtained by Seller in connection with the entry into this Agreement and any Customer Contract and the performance of the same, have been duly obtained;

15.4.4 the entry, delivery and performance of this Agreement and any Customer Contract by Seller will not violate or conflict in any material respect with any law, rule, regulation, code, ordinance, judgment, order, writ, injunction, decree or other requirement of any court or of any governmental body or agency thereof applicable to Seller and/or the sale of the Goods;

15.4.5 Seller has procured all formal consents, waivers, approvals, authorisations, exemptions, registrations, licenses and/or declarations necessary for the Company to market, advertise, feature or list the Goods on the Platform; and

15.4.6 Seller shall, in carrying out all activities on the Platform (including marketing and promotion activities) comply with all applicable laws and legal requirements including the Consumer Protection (Fair Trading Act) (Chapter 52A of Singapore), Consumer

Protection (Trade Description and Safety Requirements) Act (Chapter 53 of Singapore) and the Remote Gambling Act 2014 (No. 34 of 2014).

## **16. Limitation of Liability & No Warranties**

**16.1 Limitation of liability:** Company's liability to Seller for any and all losses, damages or other liabilities, whether in contract or in tort or otherwise arising out of or in connection with this Agreement, shall in no event exceed in the aggregate the sum stated in paragraph **Error! Reference source not found.** of Schedule 2. In no event shall the Company be liable for indirect, incidental, special, or consequential damages, including loss of use, loss of profits or interruption of business, however caused or on any theory of liability.

**16.2 Risks relating to the use of the Internet:** The Company does not warrant the security of any information transmitted by Seller or to Seller through the Platform and Seller accepts the risk that any information transmitted or received through the Platform may be accessed by unauthorised third parties. Transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.

**16.3 Compliance of Customer with terms:** Company is not responsible for procuring nor warranting that Customers shall comply or have complied, fully or otherwise, with the terms and conditions of the Customer Contract. Seller hereby undertakes not to take any legal action against the Company or any of its directors, officers, employees, contractors or agents in connection with any Customer Order or any Customer Contract and hereby waives any rights they may have, if any, to commence any action against the Company (save in respect of any claims arising directly from the Company's gross negligence or wilful default, or from damage caused by the shipping of Goods that has been arranged for by the Company). Save only in respect of the Company's obligations as expressly set out in this Agreement, Seller acknowledges that the Company shall be discharged and released from any other obligations with respect to the offer and/or sale and purchase of any of Goods through the Platform.

**16.4 Authentication of Customer:** Seller acknowledges and agrees that user authentication on the Internet is generally difficult to establish and it hereby accepts the risk that online activities may be subject to fraudulent or deceptive activity (including but not limited to Customers acting under false pretence). Company cannot and does not: (i) warrant and/or confirm each Customer's purported identity; and (ii) warrant that Customers have not misused the passwords, personal or log-on identification numbers or other codes issued to them by the Company or that Customers have complied, fully or otherwise, with the terms and conditions of access of the Platform and the Seller Landing Pages (if any) or any other applicable terms and conditions and consequently, the Company cannot be held liable where there is a dispute or claim involving or relating to the identity of any Customer.

## **17. Force Majeure**

**17.1 Company not liable:** Company shall not be liable to Seller or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of the Company's obligations if the delay or failure was due to any events or cause beyond the

Company's or the Company's subcontractor's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Company's or the Company's subcontractor's reasonable control:

- 17.1.1 Act of God, explosion, flood, tempest, fire or accident;
- 17.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition, act of terrorism or civil unrest;
- 17.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 17.1.4 import or export regulations or embargoes;
- 17.1.5 interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 17.1.6 health epidemics declared by the World Health Organisation;
- 17.1.7 interruption of production or operation, difficulties in obtaining raw materials labour, fuel parts or machinery; and
- 17.1.8 power failure or breakdown in machinery.

**17.2 Consequences of force majeure:** Upon the happening of any one of the events set out in Clause 17.1 above, Company may at its option fully or partially suspend delivery/performance while such event or circumstances continues. If any one of the events set out in Clause 17.1 above shall continue for a period exceeding one month, the Company may forthwith terminate this Agreement upon giving notice to Seller.

## **18. Termination**

**18.1 Termination without cause:** Either the Company or Seller may terminate this Agreement without cause by means of 30 days' notice in writing.

**18.2 Termination with cause:** On or at any time after the occurrence of any of the events in Clause 18.3 below, the Company shall, in addition to any rights or remedies it may have in law, in equity, or under this Agreement, be entitled to terminate this Agreement with Seller with immediate effect by written notice to Seller. The exercise by the Company of its right to terminate this Agreement as provided under the terms and conditions of this Agreement shall not entitle Seller to any fees, damages, claims for expenses or lost profits, or any other recourse in law or in equity in respect of such termination.

**18.3 Events leading to termination:** The events are:

- 18.3.1 Seller being in breach of any warranty or representation under this Agreement;

- 18.3.2 Seller being in breach of any obligation under this Agreement and failing to remedy the same on or before seven days from receipt of a written notice from the Company of such breach;
- 18.3.3 Seller passing a resolution for its winding up or a court of competent jurisdiction making an order for Seller's winding up or dissolution;
- 18.3.4 the making of an administration order in relation to Seller or the appointment of a receiver and/or manager over or an encumbrance taking possession of or selling any of Seller's assets;
- 18.3.5 Seller making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors;
- 18.3.6 Seller ceasing or threatening to cease to carry on business; or
- 18.3.7 Company reasonably apprehends that any of the events mentioned above is about to occur in relation to Seller and notifies Seller accordingly.

#### **18.4 Consequences of termination**

- 18.4.1 Upon receipt of notice of termination of this Agreement, Seller shall immediately inform the Company of all concluded Customer Contracts entered into with Customers which have yet to be fully performed, and shall be obliged to perform these Customer Contracts to their full extent and in accordance with the terms and conditions of this Agreement unless otherwise notified by the Company in writing that it has terminated the Customer Contract on behalf of Seller in accordance with the Seller Terms & Conditions of Sale.
- 18.4.2 Upon the termination of this Agreement for any reason:
  - (i) All outstanding fees or payments whether or not invoiced by the Company shall become immediately payable by Seller; and
  - (ii) Company shall be entitled to immediately remove of the Seller Landing Pages or to discontinue use of the Seller's Materials from the Platform as well as to henceforth stop receiving any and all Customer Orders.

#### **19. Indemnification and Insurance**

- 19.1 **Indemnification:** Without prejudice to any other indemnities, rights or remedies of the Company in this Agreement, Seller shall indemnify, defend and hold harmless the Company Indemnitees from and against any and all Losses which may be sustained, instituted, made or alleged against or suffered or incurred by any of the Company Indemnitees and which arises (whether directly or indirectly) out of, in the course of or in connection with any of the following:

- 19.1.1 any action, claim or demand brought or threatened against any of the the Company Indemnitees that alleges or is based on a claim that the Goods, the Seller's Materials and the use or possession thereof or the sale, offer for sale, advertising, distribution and/or marketing of the Goods by the Company in relation to this Agreement, infringes any Intellectual Property rights and/or any other rights of whatever nature of any third party ("**IPR Claim**");
- 19.1.2 any defect in the Goods sold to any Customer;
- 19.1.3 any claim made by any Customer on the basis of the Customer Contract or any other agreement entered into with Seller;
- 19.1.4 any negligent act or omission or wilful default, misconduct or fraud or unlawful act of Seller or its affiliates, directors, officers, employees, agents, servants or independent contractors;
- 19.1.5 any breach of any warranty or representation made herein;
- 19.1.6 Seller's breach, delay or failure to comply with any provision of this Agreement, including Seller's failure or delay to obtain any right, authorization and permission necessary to exercise any rights granted to the Company under this Agreement; or
- 19.1.7 any claim by any third party against any of the Company Indemnitees arising from the circumstances specified in any of the subclauses above.

**19.2** Without prejudice to the generality of the foregoing, the Company shall have the right to separately engage its own legal counsel and seek legal advice and representation, at Seller's sole cost and expense and participate in the defence of any IPR Claim. Seller shall provide all information, cooperation and assistance required by the Company in the defence or conduct of such claim, and all sums, damages, costs and other monetary benefits or compensation (including settlement sums) recovered by the Company in such proceedings shall be for the sole benefit of the Company.

**19.3 Insurance:** Seller shall, during the term of this Agreement, effect and maintain at its own expense adequate third party liability insurance, including product liability insurance with a reputable insurer in respect of any and all potential liability, loss or damage arising at common law or under any statute in respect of claims relevant to the Goods listed on the Platform or the performance of the Seller's obligations under this Agreement and upon request by the Company shall immediately forward a copy of the said insurance policy to the Company.

## **20. Intellectual Property Rights**

**20.1 Company IPR:** Any and all Intellectual Property Rights embodied in and to:

- 20.1.1 the Platform;



20.1.2 all documents, designs, materials, specifications, know-how, workflow information, methodologies, business models of the Company; and

20.1.3 any works provided or otherwise created by the Company for the purpose of the performance of this Agreement,

(all the aforementioned Intellectual Property Rights to be collectively referred to as the “**Company IPR**”) shall belong to the Company exclusively and Seller shall not during or at any time after the completion, expiry or termination of this Agreement in any way question or dispute such ownership. Seller agrees and confirms that it retains no other right, licence, title or interest in or to the Company IPR and shall only have a limited, non-exclusive, revocable licence to use the same for purposes of completing its obligations under this Agreement.

**20.2 Seller not to use:** Seller agrees not to use, commercially exploit, disclose, market, sell or distribute any material or product incorporating the Company IPR or any part thereof, save that Seller may use such material or product where expressly provided under this Agreement or the Company via the Manuals, and provided that such use is for the sole purpose of completing its obligations under this Agreement during the term of this Agreement and upon such terms and restrictions of use as may be prescribed by the Company through the Manuals.

**20.3 Seller’s Materials:** In consideration of the obligations undertaken by the Company herein, Seller grants to the Company an irrevocable, non-exclusive, sub-licensable and royalty-free right and licence to use the Seller’s Materials in the marketing, promotion and distribution of the Goods anywhere in the world, including the right and licence to use the Seller’s Materials with any marketing and/or promotional activities relating to the Goods on the Platform or such other medium or channel of marketing or advertising of the Company’s choice.

**20.4 No infringement:** Seller warrants, represents and covenants that:

20.4.1 there no restrictions on the sale, offer for sale, distribution and marketing of Goods by the Company in accordance with this Agreement, and that such sale, offer for sale, distribution and/or marketing will not in any way be in contravention of any existing applicable laws or regulations of any country or violate or infringe upon any proprietary rights (including Intellectual Property Rights) of any third party;

20.4.2 the Company’s feature or listing of the Goods on the Platform, the advertising and marketing of the Goods through any channels or media, and the use of Seller’s Materials in connection with the marketing, promotion and advertising of Goods (whether on the Platform or elsewhere), does not and will not infringe any Intellectual Property Rights of any third party, whether directly or indirectly;

20.4.3 the Seller’s Materials shall be appropriate and fit for the purpose of the Company’s use in connection with the marketing, promotion and advertising of Goods (whether on the Platform or elsewhere) and does not contain any defamatory or any material which is contrary to the applicable laws or regulations and are complete, accurate and reliable; and

**20.4.4** it shall immediately notify the Company of any errors in any Seller's Materials of which it is or becomes aware of, and of any corrections it makes to such Seller's Materials and it shall rectify errors in any such Seller's Materials that have been brought to its attention by the Company.

**20.5 Intellectual property relating to the Goods:** Seller undertakes and represents to the Company that it has all rights and ownership or is a licensed user of all Intellectual Property Rights in relation to the Goods and the supply of the Goods and is able to grant and hereby grants an irrevocable, non-exclusive and royalty-free licence to use all such Intellectual Property Rights for the purposes of advertising, marketing, promoting and featuring the Goods on the Platform or through any other medium or channel envisaged under the terms of this Agreement. the Company acknowledges that it will not acquire any rights in respect of the Intellectual Property Rights in relation to the Goods and that all those rights and goodwill are, and will remain, vested in Seller or it's licensors (as the case may be).

**20.6 No third party claims:** Seller represents and warrants to the Company that it is not aware of any claims made by any third party with regards to any alleged or actual infringement of Intellectual Property Rights or any other claim, demand or action in connection with the manufacture, sale, distribution or use of the Goods.

## **21. Confidentiality**

**21.1 Confidential Information:** Seller shall treat as confidential, the Confidential Information and agree that such Confidential Information shall be used only for the sole purpose of discussions concerning, and the undertaking of, the obligations herein and shall not disclose such Confidential Information, whether directly or indirectly, to any third party without prior written approval of the Company. Seller shall not divulge any Confidential Information to any person (except to its own employees and then only to those employees who need to know the same) without the prior written consent of the Company. Seller shall not use any Confidential Information except for the purpose of performing any obligation or exercising any right under this Agreement. Seller shall ensure that its employees are aware of and comply with the provisions of this Clause 21.1. Seller shall on demand return to the Company any Confidential Information supplied in connection with this Agreement. Notwithstanding any other provision, the Company may disclose the terms of this Agreement to its individual solicitors, auditors, insurers, and accountants.

**21.2 Survival of termination:** The obligations under this Clause 21 shall survive the expiry or termination of this Agreement.

**21.3 No publication:** Seller shall not publicise, disclose, or discuss the existence, content, or scope, whether generalities or details, of this Agreement or make any reference to the Company, or the business of either, to any third party by any means, and through any medium (including but not limited to advertising, web site references, photographs, articles, press releases or interviews, speeches or programs) without obtaining the prior written consent of the Company.

## **22. Compliance**

**22.1 Compliance with laws:** In its performance under this Agreement or any Customer Contract, Seller shall strictly comply with all applicable laws, treaties, ordinances, codes and regulations, and specifically with any personal data protection, import and export, and health, safety and environmental, laws, ordinances, codes and regulations of any jurisdiction (whether international, country, region, state, province, city, or local) where this Agreement may be performed. Upon the Company's written request, Seller shall provide any written certification of compliance required by any federal, state, or local law, ordinance, code, or regulation.

**22.2 Indemnification of the Company:** Seller agrees to release, defend, indemnify and hold harmless the Company and its affiliates from and against any loss, cost (including attorney fees and court costs), civil or other fines and penalties, damage or liability, arising from or alleged to arise from any violation, alleged violation, or failure to comply with, the terms of this Clause by Seller or any person for whom Seller may be responsible. Notwithstanding any other provision in this Agreement to the contrary, nothing contained herein shall oblige the Company or Seller to engage in any action or omission to act which would be prohibited by or penalized under the laws or regulations of Singapore or any other country.

## **23. Assignment**

**23.1 No assignment by Seller:** Seller may not assign, transfer, novate or otherwise deal with its rights and obligations and this Agreement or any Customer Contract, or any part hereof, or any payment due hereunder, without the prior written consent of the Company. If consent is granted, any such assignment by Seller shall not increase or alter the Company's obligations nor diminish the rights of the Company, nor relieve Seller of any of its obligations under this Agreement or any Customer Contract.

**23.2 Assignment by the Company:** This Agreement and all the rights and obligations of the Company under it may be assigned, transferred, novated or otherwise dealt with by the Company to a party nominated by the Company without the consent or approval of Seller and will inure to the benefit of such successors and assigns of Seller. Seller undertakes to do all things and execute all documents necessary to facilitate such assignment, transfer, novation or dealing.

**23.3 Notice of change:** Seller shall give the Company prompt written notice of any change in its ownership or organisation, and changes in the manufacture or production of the Goods provided hereunder.

## **24. Notices**

**24.1 Notice to other party:** Any notice, demand or other communication given pursuant to this Agreement must be in writing and shall be either delivered by hand or sent by pre-paid registered mail, facsimile or e-mail to the other party at the other party's address, facsimile number or e-mail address stated in paragraph D of Schedule 2, or to the address, facsimile number or e-mail address notified to the other party in writing from time to time.

## **24.2 Time of receipt**

**24.2.1 E-mail:** Any e-mail sent by the Company shall be deemed to have been received by Seller at the time of transmission. Any e-mail sent by Seller shall be deemed to have been received by the Company upon Seller's receipt of notice from the Company confirming receipt of such e-mail.

**24.2.2 Other modes:** Any notice, demand or other communication sent by any party shall be deemed to have been received by the other party if:

- (i) personally delivered, at the time of delivery;
- (ii) sent by post, and is not returned to the sender as undelivered, seven days after the date of posting; or
- (iii) sent by facsimile, at the time of transmission.

## **25. General**

**25.1 Assistance to the Company:** Seller shall provide the Company with such information and/or assistance as is required by the Company for the performance of the Company's services or other obligations under this Agreement.

**25.2 Cumulative rights and remedies:** Unless otherwise expressly agreed by the Parties, or provided under this Agreement, the provisions of this Agreement, and the rights and remedies of the Parties under this Agreement are cumulative and are without prejudice and in addition to any rights or remedies a party may have in law or in equity, and no exercise by a party of any one right or remedy under this Agreement, or at law or in equity, shall (save to the extent, if any, provided expressly in this Agreement or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy of a party as at law or in equity.

**25.3 No waiver:** A failure by the Company to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times. Waiver of any right arising from a breach or non-performance of this Agreement or arising upon default under this Agreement shall be in writing and signed by the party granting the waiver. A party is not entitled to rely on a delay in the exercise or non-exercise of a right arising from a breach or non-performance of this Agreement or on a default under this Agreement as constituting a waiver of that right. Any express statement of a right of the Company herein is without prejudice to any other right of the Company expressly stated herein or arising at law.

**25.4 Time:** Time will be of the essence of all obligations under this Agreement.

**25.5 Severability:** If at any time any provision of this Agreement shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from this Agreement.

**25.6 Rights of third parties:** A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or any similar legislation in any jurisdiction to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of this Agreement.

**25.7 Governing law:** This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

**25.8 Dispute resolution:**

**25.8.1** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination ("**Dispute**"), shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

**25.8.2** The seat of the arbitration shall be Singapore.

**25.8.3** The Tribunal shall consist of one arbitrator.

**25.8.4** The language of the arbitration shall be English.

**25.8.5** The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre ("**SIMC**"), in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.

**25.9 Injunctive relief:** Company may seek immediate injunctive relief if it makes a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.

**25.10 Amendments to Agreement:** Company may by notice through the Platform or by such other method of notification as the Company may designate (which may include notification by way of e-mail), vary the terms and conditions of this Agreement, such variation to take effect on the date the Company specifies. If Seller continues to use the Platform after such date, Seller is deemed to have accepted such variation. If Seller does not accept the variation, Seller must stop access to or use of the Platform and terminate this Agreement. Company's right to vary this Agreement in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to this Agreement.

**25.11 Correction of errors:** Any typographical, clerical or other error or omission in any acceptance, invoice or other document on the part of the Company shall be subject to correction without any liability on the part of the Company.

**25.12 Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute the same Agreement. Signatures may be exchanged by fax or email, with original signatures to follow. Each party agrees to be bound by its own fax or email signature and that it accepts the fax or email signature of the other party.

**25.13 Currency:** Unless otherwise agreed between the Parties, money references under this Agreement shall be in Singapore General Dollars.

**25.14 Language:** In the event that this Agreement is executed or translated in any language other than English ("**Foreign Language Version**"), the English language version of this Agreement shall govern and shall take precedence over the Foreign Language Version.

**25.15 Entire agreement:** This Agreement shall constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements of the Parties with respect to the subject matter hereof.

## **26. Interpretation**

**26.1 Definitions:** In this Agreement, capitalised terms and expressions shall have the meanings assigned to them in Schedule 1.

**26.2 Interpretation:** Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. In the Agreement, whenever the words "*include*", "*includes*" or "*including*" are used, they will be deemed to be followed by the words "*without limitation*". Unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words "*month*" or "*monthly*" as well as all references to a number of months means calendar months. Clause headings are inserted for convenience only and shall not affect the interpretation of this Agreement. In the event of a conflict or inconsistency between any two or more provisions under this Agreement, whether such provisions are contained in the same or different documents, such conflict or inconsistency shall be resolved in favour of the Company and the provision which is more favourable to the Company shall prevail.

## **Schedule 1**

### **Definitions**

“**Advertisements**” is defined in Clause 1.2.5 of this Agreement;

“**Agreement**” means this “**Marketplace Agreement**” and (unless the context otherwise requires) any additional special terms and conditions agreed in writing between Seller and Company;

“**Company Indemnitees**” means Company and all of its respective officers, employees, directors, agents, contractors and assigns;

“**Company IPR**” is defined in Clause 20.1 of this Agreement;

“**Confidential Information**” means: (i) all information, in any form, disclosed, furnished or made available directly or indirectly to Seller by Company, in relation to or in connection with this Agreement; (ii) all information, documents, drawings, manuals, materials, diskettes and other storage media of Company stamped or marked as “confidential” of whatever kind and all other information designated by Company as confidential either verbally or in writing; and (iii) the Manuals.

“**Customer**” means a purchaser or potential purchaser (as the context requires) of Goods from Seller through the Seller Landing Pages;

“**Customer Contract**” means a contract entered into between Customer and Seller, as defined in Clause 5.4 of this Agreement;

“**Customer Information**” is defined in Clause 14.1 of this Agreement;

“**Customer Order**” means an order for Goods received from a Customer through the Platform;

“**Goods**” means goods (including any installment of the goods or any parts of them) which Seller lists for sale to Customers on the Platform;

“**in writing/written**” includes e-mail to the e-mail address on record and any comparable means of communication, so long as such form results in a permanent record being made;

“**Intellectual Property Rights**” means all copyright, patents, utility innovations, trade marks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights;

“**IPR Claim**” is defined in Clause 19.1.1 of this Agreement;

“**Listing Price**” means price of Goods listed for sale to Customers, as stated on the Seller Landing Pages;

“**Losses**” means all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not;

**“Manuals”** means collectively the guides, standard operating manuals, notices or other documents prepared by Company for use by Seller, setting forth policies and procedures on the operation of the Seller Landing Pages and the Platform and circulated to Seller from time to time, as the same may be amended by Company from time to time;

**“Parties”** means the Seller and the Company, and **“Party”** means either of them;

**“Platform”** means website operated and/or owned by Company which is presently located at the following URL: <https://www.iamwowmom.com> and the WOWMOM mobile application, and includes the Seller Landing Pages;

**“Security Code”** is defined in Clause 1.3.4 of this Agreement;

**“Seller Landing Pages”** means webpages on the Platform for Seller’s use in connection with the sale of Goods through the Platform by Seller to Customers, also known as a **“Shop in Shop”**;

**“Seller’s Materials”** means any and all of the following (whether proprietary to Seller or any other third party): trademarks, logos, brand names, service marks, photographs, graphical elements, wordings, forms, diagrams, information, text, film footage, computer animation, music, lyrics, sound effects, visual effects and/or other materials, including digital equivalents of all the above, which are provided by Seller through the Platform in connection with Clauses 7.1 and/or 7.3 of this Agreement. **“Seller’s Materials”** is deemed to include any trade or business name that Seller uses on the Platform.

**“Seller Return Policy”** means return policy which applies to the Customer Contract between Seller and a Customer; the Seller Return Policy in force is presently available at [Returns & Exchanges](#);

**“Seller Terms & Conditions of Sale”** means terms and conditions which apply to the Customer Contract between Seller and a Customer, which shall be finalised for use in accordance with the Manuals; the Seller Terms & Conditions of Sale in force is presently available at [Terms & Conditions](#) and shall include the Seller Return Policy;

**“Services”** is defined in Clause 1.1 of this Agreement;

**“SGD”** means Singapore General Dollars, being the lawful currency in Singapore;

**“Store Credit”** means credit which may be used by a Customer, subject to other terms and conditions, towards the payment of purchases on the Platform, in the amount stated in Schedule 2; and

**“3PL”** means third party logistics provider.



**Schedule 2**  
**Payments and Other Terms**

<b>Part</b>	<b>Term</b>	<b>Definition/Particulars</b>
<b>A. COMMISSION AND FEES</b>		
<b>A.1</b>	<b>Selling commission</b>	Seller shall pay Company a commission amounting to 15% of the Listing Price of Goods sold to Customers on the Platform. Company shall waive half the commission payable on Goods sold to Customers on the Platform during the period of one month from the date of execution of this Agreement.
<b>A.2</b>	<b>Listing fee</b>	The listing fee shall be waived.
<b>A.3</b>	<b>Design and maintenance fee</b>	The design and maintenance fee shall be waived.
<b>A.4</b>	<b>Payment fee</b>	There are no payment gateway fees chargeable.
<b>A.5</b>	<b>Shipping fee</b>	Seller shall pay Company shipping fees based on the rates indicated in the Manual. Company reserves the right to change the rates below and will notify Seller of any changes in writing.
<b>B. PAYMENT</b>		
<b>B.1</b>	<b>Invoices</b>	Company shall issue a statement of sales to Seller for fees payable by Company to Seller on a monthly basis. Company shall issue the statement within the first week of the following month for sales concluded in the previous month.
<b>B.2</b>	<b>Mode of payment</b>	The Company shall make payment of all invoices due by means of telegraphic transfer or cheque within seven days from the date of the relevant invoice. All invoices issued to Seller shall be paid for in the same currency as stated in the invoice.
<b>B.3</b>	<b>Set-off</b>	Any sums due to Seller hereunder may be applied by Company as a set-off against any sums owed by Seller to Company (e.g. shipping costs or discount rebates), or against any claims of third parties against Company arising from Seller's performance, whether under any Customer Contract or other document.

<b>B.4</b>	<b>Mode of payment</b>	All invoices issued by the Company shall be settled in Singapore Dollars (SGD).
<b>B.5</b>	<b>Taxes</b>	<p><b>B.5.1 Seller to bear:</b> All fees or charges payable by Seller under this Agreement are exclusive of any and all applicable taxes, duties and charges imposed or levied by the appropriate governmental agencies in connection with the Services or otherwise pursuant to this Agreement (including sales, use, personal property, goods and services or other value added taxes whether payable in Singapore or elsewhere), all of which shall be borne by Seller.</p> <p><b>B.5.2 Withholding taxes:</b> In the event that withholding taxes are imposed by the laws of any country on payments from Company to Seller hereunder, Company shall be entitled to deduct such withholding taxes from payments due to Seller and forward the balance and the corresponding original tax receipts to Seller without any obligation to gross up, increase or otherwise mark up such payment or pay Seller any amount so withheld.</p> <p><b>B.5.3 Applicable taxes in relation to Customer Contracts:</b> Seller and Customer are responsible for determining if there are any taxes payable upon their transactions and agree to collect, report and remit the payable tax to the appropriate tax authority. Company is not responsible for determining whether any taxes are payable and is not responsible to collect, report or remit any taxes arising from Customer Contracts or any transactions between Seller and Customer nor shall Company be liable to bear any taxes in respect of Customer Contracts or any transactions between Customers and Seller.</p> <p><b>B.5.4 Indemnity:</b> Seller shall release, defend, indemnify, and hold Company harmless from and against any Losses arising from, alleged to arise from, or in any way associated with Seller's failure to comply with the foregoing obligations of this paragraph B.5.</p>
<b>C. STORE CREDIT</b>		
<b>C.1</b>	<b>Value</b>	SGD 10 - 20
<b>D. NOTICE</b>		
<b>D.1</b>	<b>Notice to Company</b>	Address: 171 Chin Swee Road #10-02 CES Centre Singapore 169877 E-mail address:

[tannling@bloomandgrowasia.com](mailto:tannling@bloomandgrowasia.com)

**Schedule 3**  
**Seller Landing Pages**

<b>Part</b>	<b>Term</b>	<b>Definition/Particulars</b>
<b>A. DESIGN AND FUNCTIONALITIES</b>		
<b>A.1</b>	<b>Basic design</b>	As part of the Services, the Company shall provide a template webpage for the Seller. The Seller agrees to send any graphics requested by the Company for the creation of the webpage.
<b>A.2</b>	<b>Ratings</b>	Seller acknowledges that the Seller Landing Pages created by Seller must include the functionality for Customers to submit ratings and reviews of Seller and/or Goods and for the Company to feature such Customers' ratings and reviews. The Company shall be entitled (but not obliged) to monitor and/or moderate all Customer ratings and reviews or to modify, upgrade, suspend or discontinue such functionality, whether in whole or in part. Seller shall not, directly or indirectly, do or authorise any third party to do any act which might invalidate or be inconsistent with such functionality or make any statements disparaging the ratings system in use at the Platform or the Seller Landing Pages.