



E-Commerce Vendor Agreement

This E-commerce Vendor Agreement (“Agreement”) is made and entered into on _____, 2021 between Doorstep24 Directory (OPC) Private Limited, having its registered office at #710, Gera’s Imperium Grand, Patto, Panjim- Goa and _____ (Vendor company name) its duly Authorised Representative _____ Vendor’s name) (hereinafter referred to as “Vendor”), of the First Part; AND Doorstep24 Directory (OPC) Private Limited (hereinafter referred to as “Firm”) represented by Smitha Venkateshwaran of the Second Part.

WHEREAS:

- A. Vendor is engaged in providing the services of _____.
- B. Firm has established the following URL: <http://www.doorstep24.com> (hereinafter referred to as the “Website”) and has many registered users to whom the Website offers various services.
- C. Vendor is desirous of setting up an online service store on Website and has offered to list their services through the online store.
- D. Firm has agreed to create the said online store upon the following terms and conditions.
- E. The above referred Vendor and Firm are hereinafter collectively referred to as “Parties” and individually as “Party”.

NOW THIS AGREEMENT WITNESSETH HEREWITH:

1. Definitions

For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Article.

- 1.1. “Firm” shall mean Doorstep24 Directory (OPC) Private Limited
- 1.2. “Customer” shall mean any individual, group of individuals, firm, company or any other entity placing an order for the Service of a Vendor through the Website, or other mediums as promoted by the Firm.
- 1.3. “Price” shall mean the cost, at which the Services are to be delivered to the Customer. All prices mentioned in the Website will be inclusive of taxes (if any).
- 1.4. “Effective Date” shall mean the date on which this Agreement is executed.

1.5. “Vendor Form” shall mean Form for Ecommerce Service Agreement to be filled in and executed by the Vendor at the time of execution of this Agreement.

1.6. “Vendor” shall mean the entity incorporated or otherwise more specifically described hereinabove, which lists its services through the Online Store and more particularly described in the “Vendor Form”.

1.7. “Online Store” shall mean a virtual electronic store created on the Website for sale of the Vendor’s Services either through website of the Firm or any other gadget or instrument displaying the particulars of the Vendor’s Services available for sale or any other means by which the Customer places an order for the Service of the Vendor.

1.8. “Order” shall mean an order for purchase of the services wherein a customer has agreed to purchase the service upon the terms and conditions and at the Price indicated on the online store of the Vendor.

1.9. “Services” shall mean merchandise services offered by the Vendor for a price, as put up for sale on the Online Store by the Vendor.

1.10. “Reward Points” means the system of collecting points that enables the customer to redeem cashback while booking a service.

1.11. “Doorstep Shopping” means an online platform owned and operated by the Firm that facilitates the shopping transaction between the Vendor and the Customer.

1.12. “Sign-up Fees” shall mean the fees payable by the Vendor at the time of execution of this Agreement towards the initial creation of the online store.

1.13. “Discount” shall mean the discount offered on the Price, by each vendor per order. This is payable to the Firm, to be passed onto the customer who can redeem it as Reward Points at any point of time.

2. Arrangement

2.1. The Firm shall offer to the Vendor its services for facilitating online sale of the Vendor’s services which shall include hosting and technology, customer support and all the other related services to ensure customer satisfaction on behalf of the Vendor. For this arrangement, the Vendor shall pay Sign - up fees to the Firm. Any other payment required in future as ‘running cost’ for hosting the Vendor’s service in the website will be billed to the vendor as ‘Administrative charges’.

2.2. Payment support through a payment gateway may be incorporated in the future.

2.3. The Vendor shall put up for sale its Services on the said Online Store, subject to the terms and conditions hereinafter contained. Vendor further agrees and acknowledges that the



shopping transaction shall be governed by the “Terms of Use” of Doorstep Shopping (incorporated in this agreement by way of reference and forms part of this Agreement) along with this Agreement.

3. Consideration, Discount, Reward Points and Payment Terms

3.1. Vendor shall make a listing fee payment for creation of Online Store at the time of execution of this Agreement. Payment of Sign up fees of Rs.2000 (Rupees Two Thousand Only) shall be made 100% in advance. Taxes if any shall be charged by the Firm, at the applicable rates. However the Firm is offering an 'Early Bird Discount' on the fee, for vendors signing up before December 2021. The Listing fee for such vendors will be Rs.500 (Rupees Five Hundred Only). Vendor listing fee will be accepted only by cheque, from the Bank Account that will be linked to the Firm.

3.2. Listing fee is refundable for upto to three months from the date of this agreement. This fee is meant for creation of an Online Store. The said Online store shall be displayed on the Website during the validity of this Agreement.

3.3. The Firm shall charge a fee known as Admin Fee to each vendor. This fee is for website maintenance and to facilitate back-end support for the vendors. This fee which will be per vendor/per location will be charged at Rs.500 per month. The Firm will raise an invoice for the same. The Firm confirms that this monthly fee will not be charged to the vendors who do not receive booking orders for that month. Firm reserves the right to revise the Admin Fee or the Billing Cycle if deemed necessary.

3.4. The vendor agrees to offer a discount of minimum 10% or higher on his services, that can be redeemed by Customers as Reward Points while booking a service on the website. The vendor agrees to pay such discount money to the Firm, for it to be passed on to the Customer as Reward Points. Similarly the Firm agrees to reimburse to the Vendor, any discount availed by Customer through Reward Points, if it is over and above the discount offered by the vendor. Any amount exchanged between the two parties shall be the net adjustment of bookings received on a month-on-month basis.

3.5. To facilitate the exchange of amounts, the firm shall raise Cash Credit Memo for the preceding month to the vendor by the 5th of next month. Both the Vendor and the Firm agree to make the payment before the 10th of the same month. Firm reserves the right to revise the Billing Cycle for Reward Points if deemed necessary.

3.6. To facilitate transaction of money between Vendor and Firm for discount and reward points; the Vendor shall update the firm on all bookings completed along with the total amount paid by the customer.

3.7. In the event any order is reversed due to "Cancellation of Service" or "Customer Unavailability" the Vendor agrees that the Firm shall not be held responsible to compensate monetary loss (if any) incurred by the vendor. In the event the customer does not pay the

vendor for his services due to “Quality Issues” the Vendor agrees to compensate the customer by rectifying the service or offering the service for free to the customer. The Firm will not be held responsible to compensate any monetary loss occurred to the vendor.

3.8. The Firm shall regularly collect customer feedback on services offered by Vendors. If the service offered by a vendor is found to be ‘poor’ or ‘unsatisfactory’ by 3 or more customers at any given period of time; the firm reserves the right to cancel this agreement with immediate effect.

3.8. Vendor agrees to collect/remit/report all the applicable taxes, duties, or other similar payments (including GST) arising out of the sales transaction of the service rendered through orders received from the website and other mediums. The Firm shall not be responsible to collect, report, or remit any taxes arising from any transaction.

4. Obligations of the Vendor The Vendor shall:

4.1. The Vendor for the purpose of uploading information on the online store, provide service description, images, disclaimer, covid precautions, delivery timelines, price and such other details for the services to be displayed and offered for sale through the said online store.

4.2. Vendor shall ensure not to upload or provide any description/image/text/graphic that is unlawful, illegal, objectionable, obscene, vulgar, opposed to public policy, prohibited or is in violation of intellectual property rights including but not limited to Trademark and Copyright of any third party. Vendor shall ensure to provide service description and image only for the product which is offered for sale through the Online Store and for which the said Online Store is created.

4.3. Vendor shall provide full, correct, accurate and true description of the service so as to enable the customers to make an informed decision.

4.4. Vendor shall be solely responsible for the quality, quantity, merchantability, guarantee, warranties in respect of the services offered for sale through their online store.

4.5. Vendor shall at all times have access to its email account , mobile sms services and active mobile calling number to respond to enquiries and to check the status of bookings.

4.6. On receipt of the booking Vendor shall contact the customer and confirm the service / price within a period not exceeding 3 working hours or within the time as specified in the Website.

4.7. In the event the services are not accepted by the Customer due to any wrong / poor quality service, then the same shall be rectified by the Vendor at no extra cost to the aggrieved customer. Since the Firm is a Facilitator, the Firm has the right to question the Vendor on such a

complaint. The Vendor hereby authorizes the Firm to facilitate a discussion between Vendor and Customer. However any claims for settlement will be handled by the Vendor.

4.8. The Vendor shall not send any of its promotional or any other information with the Service ordered by the customer and also shall ensure that no material or literature is sent which may be detrimental to the business/commercial interests of the Firm.

4.11. The Vendor shall render the service of the same description, quality and quantity and price as are described and displayed on the Online Store and for which the Customer has placed the order.

5. Billing

5.1. Vendor shall raise a bill to the Customer. Vendor further undertakes and agrees to raise the bill of an amount equivalent to the amount displayed on the online store to the customer and paid by/charged to the customer.

5.2. The Vendor shall not offer any Services for Sale on the Online Store, which are prohibited for sale, dangerous, against the public policy, banned, unlawful, illegal or prohibited under the Indian laws.

5.3. The Vendor shall ensure that they own all the legal rights in the Services that are offered for sale on the Online Store.

5.4. Vendor shall be solely responsible for any dispute that may be raised by the customer relating to the services provided.

5.5. The Vendor shall at all time during the validity of this agreement endeavor to protect and promote the interests of the Firm and ensure that third parties rights including intellectual property rights are not infringed.

5.6. The Vendor shall at all times be responsible for compliance of all applicable laws and regulations including but not limited to GST, Intellectual Property Rights, Local Sales Tax, Central Sales Tax, Code of Advertising Ethics, etc.

6. Warranties, Representations and Undertakings of the Vendor

6.1. The Vendor warrants and represents that they have the right and full authority to enter into this Agreement with the Firm.

6.2. All their obligations under this Agreement are legal, valid and binding obligations enforceable in law.

6.3. There are no proceedings pending, which may have an adverse effect on their ability to perform and meet their obligations under this Agreement.

6.4. That they are an authorized business establishment and hold all the requisite permissions, authorities, approvals and sanctions to conduct their business and to enter into an arrangement with the Firm.

6.5 The vendor shall ensure that his company follows all labour laws as stated by the government of Goa. All staff will have mandatory police verification.

6.6. They shall at all times ensure compliance with all the requirements applicable to their business and for the purposes of this arrangement including but not limited to GST, Intellectual Property Rights, etc. They confirm that they have paid and shall continue to discharge all their obligations towards statutory authorities.

6.7. That they have adequate rights under relevant laws including but not limited to various Intellectual Property Legislation(s) to enter into this Agreement with the Firm and perform the obligations contained herein and that it has not violated/ infringed any intellectual property rights of any third party.

6.8. That they shall provide the Firm with copies of any document required by the Firm for the purposes of this performance of its obligations under this arrangement within 48 hours of getting a written notice from the Firm.

6.9. That the complete service responsibility and liability shall solely vest with Vendor and that the Vendor shall be solely responsible to the customer for the quality of service and its delivery to the Customer and that Vendor shall not raise any claim on the Firm in this regard.

6.10. Vendor agrees and undertakes not to upload any text, images, graphics (for description and display of product on the online store) that is vulgar, obnoxious, inaccurate, false, incorrect, misleading, intimidating, against the public policy.

6.11. Vendor shall pay the Firm specified discount to his service as agreed as raised in cash credit memo, which will be passed on to the customer as Reward points. Vendor shall also provide all completed transaction details to the Firm for record keeping and reconciliation.

6.12. Vendor shall draw the bill directly in the name of the Customer.

6.13. Vendor shall prior to release of any promotion/advertisement material seek prior written approval for the same from the Firm if it displays a conflict of interest to the Firm.

7. Firm reserves the right:

7.1. Vendor agrees and acknowledges that the Firm, at all times during the continuance of this Agreement, shall have the right to remove/block/delete any text, graphic, image(s) uploaded on the online store by the Vendor without any prior intimation to Vendor in the event the said text, image, graphic is found to be in violation of law, breach of any of the terms of this Agreement. In

such an event, the Firm reserves the right to forthwith remove/close the online store of the Vendor without any prior intimation to the Vendor.

7.2. Firm reserves the right to provide and display appropriate disclaimers and terms of use on the website.

7.3. At any time if the Firm believes that the services are being utilized by the Vendor or its Customer in contravention of the terms and provisions of this Agreement and its Terms and Conditions, the Firm shall have the right either at its sole discretion or upon the receipt of a request from the legal / statutory authorities or a court order to discontinue/terminate the said service(s) to Customer or the End user as the case may be, without liability to refund the amount to the Vendor to forthwith remove/block/close the online store of the Vendor and furnish such details about the Vendor and/or its customers upon a request received from the Legal/ Statutory Authorities or under a Court order.

Indemnity 8.1. The Vendor indemnifies and shall hold indemnified the Firm, its Proprietor, officers, employees, representatives, agents from and against all losses, damages, claims, suits, legal proceedings and otherwise whatsoever arising from or in connection with any claim including but not limited to claim for any infringement of any intellectual property rights or any other rights of any third party or of law, concerning quality, quantity and any claim in relation to the Vendor's service, the breach of any of the Vendor's warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement or arising out of the Vendor infringing any applicable laws, regulations including but not limited to GST, Intellectual Property Rights, Local Taxes etc . For the purpose of this clause reference to the Firm shall also include the Mobile Operators and such other agencies through whom the Firm shall make the website available to the Customers.

8.2. The Firm agrees to indemnify and to keep indemnified the Vendor in respect of all claims losses and expenses (including the cost of litigation if any) arising out of any breach or default on part of the Firm to perform its obligations under this Agreement.

8.3. This article shall survive the termination or expiration of this Agreement.

Firm not Liable 9.1. The Firm on the basis of representation by the Vendor has created the online store of the Vendor on its website, to enable Vendor to offer the Vendor's services for booking. This representation is the essence of the Contract.

9.2. The Firm shall under no circumstances be liable or responsible for any loss, injury or damage to the Vendor, or any other party whomsoever, arising on account of any transaction

under this Agreement or as a result of the service being in any way of poor quality, in unfit condition, infringing/ violating any laws / regulations / intellectual property rights of any third party. Vendor agrees and acknowledges that.

9.3. Vendor shall be solely liable for any claims, damages, allegation arising out of the Services offered for sale through this website (including but not limited to quality, quantity, price, merchantability, or any other related claim) and shall hold the Firm harmless and indemnified against all such claims and damages.

9.4. Further the Firm shall not be liable for any claims, damages arising out of any negligence, misconduct or misrepresentation by the Vendor or any of its representatives.

9.5. The Vendor hereby agrees, confirms and acknowledges that the Service is offered by the Vendor and that the Firm is merely a facilitator for sale of the Vendor's Services, hence the Firm is not responsible/ liable for the serviceability and financial obligations whatsoever.

9.6. The Firm reserves its right to state appropriate Disclaimers on its website/ online store.

10. Tenure, Termination and effects of Termination

10.1. Tenure: The Tenure of this Agreement shall commence on the date of execution of the contract and shall continue for a period of 12 months unless terminated earlier. The Agreement may be extended for such further period as may be mutually agreed by and between the parties hereto in writing to this effect.

10.2. This Agreement may be terminated by the Firm in the event: 10.2.1. Vendor fails to make payment of the agreed amount, by giving 48 hours written notice, 10.2.2. Vendor commits a material breach of any representation, obligations, covenant, warranty or term of this agreement and the same is not rectified within 30 days after written notice given by the Firm. 10.2.3. If a Petition for insolvency is filed against the Vendor. 10.2.4. If the Vendor is in infringement of the third party rights including intellectual property rights. 10.2.5. This Agreement may be terminated by either party giving the other 30 days written notice.

10.3. Effect of Termination: In the event of termination/expiry of this Agreement, the Firm shall remove the Links and shall discontinue display of the Services on its website with immediate effect. Firm shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Vendor by virtue of termination of this agreement. During the period under notice both the parties shall be bound to perform its obligations incurred under this agreement and this sub-clause shall survive the termination of this agreement.

11. Arbitration 11.1. Any dispute arising out of or related to or connected with any provisions under this Agreement shall be referred to the arbitration of a single arbitrator to be appointed jointly by the parties.

11.2. The arbitration shall be conducted in Goa in accordance with the state laws.

11.3. The language of arbitration shall be English. The arbitration shall be held at Goa, India.

11.4. The award of the arbitrator or arbitrators as the case may be shall be final and binding on the parties.

12. Jurisdiction and Governing law

12.1. The obligations, performance, interpretation and contents shall be governed by Indian law.

12.2. Subject to the provisions of negotiation and arbitration each Party irrevocably and unconditionally submits to the jurisdiction of Courts at Goa .

13. Notices All notices and other communication under this Agreement shall be in writing and in English and either delivered by hand or sent by Email, SMS, or Courier in each case to the addresses set out at the beginning of this Agreement.

14. Intellectual Property Rights It is expressly agreed and clarified that, except as specified agreed in this Agreement, each Party shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademark / logos on the publicity, advertising, promotional or other material in relation to the Services shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's trademarks and / or logos.

15. Entire Agreement - This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all other prior and contemporaneous agreements, arrangements and understandings (whether written or oral) between the Parties with respect to its subject matter.

16. Assignment Neither this Agreement nor any part of it is assignable, transferable, sub-licensable, subcontractable or conveyable by Vendor, either by operation of law or otherwise, without the express, prior, written consent of the Firm signed by an authorized representative of such Party.

17. Confidentiality: Vendor agrees and undertakes to maintain the confidentiality of the information and user/customer data disclosed, generated or made available to Vendor under this Agreement. The said information shall not be used by the Vendor for any purpose other than for the performance of its obligations under this Agreement. Vendor agrees that the unauthorized disclosure or use of such Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Vendor agrees that the Firm shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of the Confidential Information. Firm shall also have the right to pursue any other rights or remedies available at law or equity for such a breach.

18. Limitation of liability: Under no circumstances, except in case of breach of contract, will either party be liable to the other party for lost profits, or for any indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and even if that party has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss business, unless such loss or damages is proven by the aggrieved party to have been deliberately caused by the other party.

19. Relationship of Parties Nothing in this Agreement will be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. The Firm shall not be responsible for the acts or omissions of the Vendor, and Vendor shall not represent neither has, any power or authority to speak for, represent, bind or assume any obligation on behalf of the Firm.

20. Waiver and Amendment 20.1. No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions, and will not be effective unless made in writing and signed by an authorised representative of the waiving Party. 20.2. Except as expressly set out in this Agreement, no amendment is binding on the Parties unless it is in writing and signed by a duly authorized representative of each of the Parties.



21. Force Majeure Neither Party shall be responsible or liable for any delay or failure to perform its obligations (other than an obligation to make payment) under this Agreement due to unforeseen circumstances or any event which is beyond that Party's reasonable control and without its fault or negligence, but not limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of

applications under the Statutes, failure of telephone connections or power failure, fire or floods. This Agreement may be executed in two (2) counterparts, each of which signed by both the parties.

Confidential Information: "Confidential Information" is proprietary trade secret information contained within and relating to the business plan including but not limited to: business trade secrets, information reg. Vendors, pricing, product, technology, software or product. Confidentiality information also includes but is not limited to - website idea, layout, front-end design, back-end codes for the website and the services it offers.

Non-Disclosure: Both Parties agree to prevent the unauthorized disclosure of Confidential Information as defined above.

Data Breach: The firm will use security to avoid data breach. However in the event of a Data Breach, the firm cannot be held liable for any damages arising due to the security breach relating to Personal Data held or stored by the firm and under this Agreement. The vendor shall hold the firm and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any such data breach.