

## E-Commerce Agreement.

### Terms :

- Ecommerce Portal : [www.ezeskool.com](http://www.ezeskool.com) an ecommerce portal registered and owned fully by Eze Technologies L.L.C
- Company : Eze Technologies L.L.C , An ecommerce company registered in the Sharjah Media City FZ , United Arab Emirates. Licensed to carry out ecommerce activity in U.A.E.
- Merchant : A vendor who is seller of a product and is licensed by relevant Authorities to carry out legal commercial activities in U.A.E.
- User : Any person / customer, who accesses the Ecommerce Portal to buy or browse the available products.
- Shipper : A licensed courier/ logistics company appointed by the Company to carry out drop shipping services ( fulfilment) for the products sold on the Ecommerce Portal.
- Products ( SKU) : All lawful relevant products owned or traded by the Merchant and available for sale on Ecommerce portal.
- Selling Price (SP) : The price assigned by the Merchant for sale of any product.
- Markup : A percentage of commission that the Company charges to the Merchant for on the sale price of each Product.
- Agreement : A legal binding contract between the Company and the Merchant for sale of agreed Products between the parties and as per the guidelines of the Ecommerce Portal .
- Intellectual Property : The Ecommerce Portal , website , logos , marketing and promotional material and content , technology to run the Ecommerce Portal is considered to be Intellectual Property of the Company .
- Confidential Information : Any marketing material , promotional strategies , User data like address , contact details , Product information of other Merchants

This agreement is made by and in between the Company and the Merchant for sale of Products on the Ecommerce Portal . The agreement is binding upon the owners of both the parties and their respective heirs and legal representatives . Acceptance of this contract by the Merchant and subsequent display of products or its details by the Merchant is deemed acceptance of this Agreement and its clauses and sub clauses & the terms of the Ecommerce Portal as mentioned on it including and not limited to 'Privacy Policy' and 'Refund Policy' and 'Terms & Conditions'.

### Obligations of the Company :

1. To allow the Merchant access to the Ecommerce Portal , and to facilitate the display of products on it .
2. To provide training to the Merchant regarding product uploading on the Ecommerce Portal .
3. To ensure that the Ecommerce Portal is up and running all the time .
4. To ensure that the Ecommerce Portal is secure from all known cyber-attacks , viruses ,etc And to do that ensure appropriate security measures are deployed.
5. To allow Merchant a fair chance to participate in any events or promotions run by the Company.
6. To ensure regular account reconciliation with the Merchant on an agreed frequency.

### Obligations of the Merchant :

1. To provide accurate description of the products for display on the Ecommerce Portal
2. To ensure that the correct size / color as ordered by the User is shipped .
3. To ensure that only available stock Products are on display at the Ecommerce Portal . Any Products that run out of stock should be notified to the Company immediately.
4. To ensure that the Products are legally produced or imported into the country approved for sale by the concerned Authorities.

### Payment Terms :

1. The Company will not charge any 'Markup' from Merchants in the inaugural period ( Term to be decided) subsequently a Markup of 8% ( Excluding fulfilment) will be charged on the Sale Price of each SKU/Product.
2. The Company will assess the Sales of the Merchant every fortnightly and transfer the amount on the 15<sup>th</sup> Day to the Merchant's registered Bank Account with Company ( Only online transfers will be made , no cheque will be issued). Any Sales that crosses the standard return/refund period of 14 Days is eligible for payment.
3. Payments will be made only twice a month - on 1<sup>st</sup> of Month ( For Sales up to 14<sup>th</sup> of previous month ) & on 16<sup>th</sup> of Month ( For Sales up to 1<sup>st</sup> of the previous month ) .

### Indemnity :

The Merchant indemnifies the Company for any legal action due to inaccurate description , malfunctioning , inferior quality ,size/color mismatches of their products . Any litigations on account of above shall remain sole responsibility of the Merchant .

### Confidentiality :

The Merchant agrees not to disclose any Confidential Information that he may have access to any third party or not to use it for promotional purposes without intimation and permission from the Company.

### Dispute Resolution :

Any disputes arising out this Agreement shall be settled as per the local laws of Dubai and the courts of Dubai shall have jurisdiction over any such dispute.

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**ACCEPT**