

E-Commerce Vendor Agreement

Introduction.

Welcome to MyGlu Pvt. Limited, the owner of the online website by the name of “<https://myglu.pk>” and MyGlu (the “Mobile Application” and collectively with the Site along with all related sub-domains, sites, mobile apps, services and tools, as the “Electronic Forums” and/or “MyGlu (Pvt.) Limited” is owned, operated, managed and controlled by “MyGlu (Pvt.) Limited” (the “Company” and also referred to as “we” or “us” or “MyGlu”).

By accessing and/or using the Company’s online marketplace, you accept these Terms and Conditions in their entirety, including the privacy, returns and refund policy and the linked information, terms and conditions, contained herein, as Changed (as defined below) from time to time (the “User Agreement”) and agree to be bound by, honor and comply with the same. This User Agreement shall be effective upon Vendor’s access to and/or use of the Site “<https://myglu.pk>” Mobile Application, as applicable, which act shall and which you represent as, signifying your acceptance of the same. If vendor does not agree to be bound by this User agreement, they should press CANCEL immediately

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<https://myglu.pk>” is an online marketplace, which is owned and operated by the Company. The Company reserves the right to



change, amend, modify, add or remove any of these Terms and Conditions and any guidelines and policies declared applicable by is and made available on shop.myglu.com the “Changes”) at any time without any prior notification to you (the “T&Cs”). The Changes shall be effective when posted and/or made accessible on myglu.pk (the “Effective Instance”), at which point you shall be deemed to possess knowledge thereof.

You understand and agree that by registering with MyGlu Pvt. Limited, a company incorporated under the Companies Act, 2017 having its registered office at Plaza 54 CCA, Phase 6, DHA, Lahore, to become a MyGlu Merchant (hereinafter referred to as “Vendor”), no legal partnership is created between you and MyGlu. You agree not to represent otherwise. You also certify that you are at least 18 years old and have the legal authority to represent the entity that you are registering with MyGlu. This agreement is void where prohibited by the law and the right to register as a MyGlu Merchant is not granted in such jurisdictions. Unless otherwise agreed or permitted by MyGlu in writing, you cannot share or transfer any benefits you receive from MyGlu in connection with being MyGlu Merchant. The MyGlu ID and password you use to log into your MyGlu Merchant account cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your MyGlu ID and password for any activity in connection with your account



NOW THIS AGREEMENT WITNESSE HEREWITH:

WHEREAS:

Vendor is engaged in online store.

- A. Company owns the “online marketplace” or “e-store” located at the following URL: <http://myglu.pk>; and hereinafter referred to as the “Company Web-Site”, and “MyGlu”, a mobile application available on Google PlayStore and Apple AppStore, hereinafter referred to as “company mobile application”, and has many registered users to whom Company offers various services online (Including salons, grocery, clinics, gyms, cinemas, laundry, restaurants, meat shops, bakeries, sweet shops, coffee shops automobile, corporate, small and medium enterprises)*
- B. Vendor is desirous of setting up an online store on Company Shopping Website and has offered to sell its products through the said online store, Company has agreed to create the said online store upon the following terms and conditions.*



C. The above referred Vendor and Company are hereinafter collectively referred to as “Parties” and individually as “Party”.

Definitions

Annexure “A”

- a. For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Article.*
- b. “Company” shall mean MyGlu (Pvt.) Limited.*
- c. “Customer” shall mean any individual, group of individuals, firm, company or any other entity placing an order for the Products of the Vendor through the Online Store.*
- d. “Price” shall mean the cost at which the Products are to be delivered to the Customer exclusive of shipping charges (if applicable), if any relates to MyGlu.*



- e. 1.4. *“Effective Date” shall mean the date on which this Agreement is executed.*
- f. *“Form” shall mean Form for E-commerce Service Agreement to be filled in and executed by the Vendor at the time of execution of this Agreement annexed hereto as Annexure “A”.*
- g. *“Vendor” shall mean the entity incorporated or otherwise more specifically described hereinabove, which sells its products through the Online Store and more particularly described in the attached “Form”.*
- h. *“Online Store” shall mean a virtual electronic store created on the online portal for sale of the vendor’s products either through web site of the Company or any other gadget or instrument displaying the particulars of the Vendor’s Products available for sale, or any other means by which the Customer places an*
- i. *Order for the Product of the Vendor. “Order” shall mean an order for purchase of products wherein a customer has agreed to purchase the product upon the terms and conditions and at the Price indicated on the online store of the Vendor.*
- j. *“Products” shall mean merchandise items of the Vendor put up for sale on the Online Store by the Vendor.*
- k. *myglu.pk” means an online platform owned and operated by the Company that facilitates the shopping transaction between the Vendor and the Customer and delivered by MyGlu*



- l. "Delivery Charges" shall mean the logistics/courier/postal charges including all taxes incurred for delivering those product(s) to the Customer which do not have shipping included in "Price".*
- m. "Sign-up Fees" shall mean the non-refundable fees payable by the Vendor at the time of execution of this Agreement towards the initial creation of online store.*
- n. "Service charge" shall mean the margin per transaction charged by the Company to the Vendor at the rates agreed to between the parties, upon the sale of product on online store.*

Agreement

Prices and Payments

- i. Prices quoted on the online marketplace shall be displayed in the applicable national currency and subject to applicable tax. Prices and offers on the online marketplace may vary from time to time.*
- ii. The way we display the prices of our Goods may vary depending on the Vendor, and the prices reflected on the e-store include GST, or such other equivalent tax; or*



- iii. *exclude GST, or such other equivalent tax. A breakdown of the prices and additional charges are displayed before Checkout. When you place an Order, you agree to all amounts, including possible shipping charges which make up the final 'Total' amount which is displayed to the consumer.*
- iv. *If you have a valid promotional or discount voucher and apply it at Checkout availed through either company website or company mobile application provided by the merchants/vendors reference (clause 4.21)*
- v. *Unless stated otherwise.*
- vi. *Prices indicated on the Platforms are as at the time of each Order and may be subject to change.*
- vii. *User can choose to pay for an Order using any of the different payment methods offered on the e-store including: Our payment partners: Visa, MasterCard, and Jazz cash*
- viii. *MyGlu (Pvt.) Limited. Reserves the right to offer additional payment methods and/or remove existing payment methods at any time in its sole discretion. If user choose to pay using an online payment method, the payment shall be processed by our third-party payment service provider(s). With their consent, user credit card / payment information will be stored with our third-party payment service provider(s) for future orders.*
- ix. *User will have a default payment option of Cash-on-Delivery.*



x. *If user have existing credit in their MyGlu account or valid promotional or*



discount vouchers, they can use this pay for part or all of their Orders as the case may be.

- xi. After an Order is successfully placed, user will receive an email confirmation from us with their Order receipt.*

- xii. User must ensure that they have sufficient funds on their credit and debit card to fulfill payment of an Order. Insofar as required, MyGlu Pvt. Limited takes responsibility for payments made on our Platforms including refunds, charge backs, cancellations and dispute resolution, provided if reasonable and justifiable and in accordance with these Terms.*

2. Arrangement.

2.1. The Company shall offer to the Vendor its services for facilitating online sale of the Vendor's product which shall include hosting and technology, additional customer support, logistics services payment services and all the other related services to ensure customer satisfaction on behalf of the Vendor.

For this arrangement, the Vendor shall pay service charges per order as specified under these presents, to the Company for the sale being affected through the online marketplace



2.2 Based on mutual discussions, it is agreed by and between the parties hereto that the Vendor shall put up for sale its Products on the said e-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 www.my-glu.com shopping (incorporated in this agreement by way of reference and forms part of this Agreement) along with this Agreement.

Order taking Device/Gadgets

- *Merchant will be provided the tablet/ devices by the company or they can opt to use their own smart phone to receive orders, depending on the business company is getting from that merchant. Company may can take the devices back (only in the case if company provide that device) and decide to send orders on merchants own device or smart phone.*
- *Order taking device/Gadget used for order taking is the property of company (MyGlu (Pvt.) Limited). (only in the case if company provide that device)*
- *Maintenance charges for order taking device/gadget may charge up to Rs.800/= per month in the future depending on merchant sales*
- *In case of loss of order taking device/gadget leading to customer complaints about merchants not taking orders, Rs 70,000/= will be received from the concerned person/vendor/company*

Consideration and Payment Terms

3.1. Vendor shall make the payment for Sign-up fees, if applicable, as specified in Form annexed in Annexure (A) for the creation of Online Store at the time of execution of this Agreement. Payment of Sign up fees shall be made 100% in advance unless specified. The Company, at the applicable rates, shall charge the service tax if any.



3.2. The said sign-up fee, if applicable is a non-refundable fee for the creation of Online Store.

3.3. The Company shall collect the Payment on behalf of the Vendor in respect of the Orders received through Online Store. In consideration of the services rendered under these presents, the Company shall charge the Services charges to the Vendor at the rates specified by the Company in Annexure. The Company shall pay the Vendor an amount recovered as Price minus the sum of any applicable shipping charges, service charges in respect of approved order(s) through the Online Store. The shipping charges, if applicable will be levied at Rs. _____ per transaction (by a particular customer). The said Shipment cost will be independent of the Quantity shipped for a transaction by a particular customer. However, in the event, the Vendor handles the Shipment of the Products or the Price is inclusive of shipping costs; the Company shall pay to the Vendor an amount recovered as Price minus the service charges. Any amount to be paid to the Vendor by the Company shall be paid net of reversals. The rate of commission is charged from the vendor.

3.4. In the event any order is reversed due to “Damaged product”, “Quality Issue”, “Not delivered” or “Wrong Item delivered”, Vendor agrees that the Company shall levy the Service charges, plus a penalty of the service charge of the product (up to a maximum limit of Rs _____) and the said charges will be deducted from the amount due and payable to Vendor.

3.5. Further Company shall debit the Service charges (up to a maximum limit of Rs _____) to the Vendor in the event the product cannot be delivered by the Vendor due to “out of stock” and in such an event Vendor shall be liable to bear all the cost and claims (including cost of legal proceedings, cost of attorneys, claims, etc.) raised against the Company.



3.6. Payment reimbursement of the Sale Proceeds to Vendor shall be done By Company in the following manner:

3.6.1. Vendor shall prepare a consolidated advice list of all orders delivered to the customer, 5 times in a month for every 7 days.

3.6.2. The Company shall within 7 working days of receipt of advice process the amount due to Vendor and dispatch the Cheques / Demand draft favoring “_____”/ on line transfers.

3.6.3. The Company shall deduct charges as specified in sub-clause 4 above and agreed with the Vendor from the total amount collected as Price for the orders received by the Vendor through online store.

3.7. Vendor agrees to bear all the applicable taxes duties, or other similar payments (including Sales Tax and Income Tax) arising out of the sales transaction of the product through the online store and the company 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. Through the interface provided by the Company on the online market place, upload the product description, images, disclaimer, delivery time lines, price and such other details for the products to be displayed and offered for sale through the said online store.

4.2. Vendor shall ensure not to upload any description/image/text/graphic that is unlawful, illegal, objectionable, obscene, and 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 upload the product description and image only for the product which is offered for sale through the e-store

4.3. Vendor shall provide full, correct, accurate and true description of the product 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 products offered for sale through their online store.

4.5. At all times have access to the Internet and its email account to check the status of approved orders, through mobile and tablet devices.

4.6. On receipt of the approved order, Vendor shall dispatch/deliver the products within the time as specified in the product description on its online store."



4.7. In respect of the orders for Products placed through the Online Store, Vendor shall submit proof of dispatch to the satisfaction of Company within 48 hours of the request made by Company.

4.8 In the case where the any eatable item which is poisoned harm full for health, the company is not responsible for any consequences, and,

In the event where the products are not accepted by the Customer due to any wrong / damaged products dispatched, or accepted any eatable item which is poisoned the company is not responsible for any consequences, then the same shall be replaced by the Vendor at no extra cost to the aggrieved customer. Since the Company is a Facilitator, the Vendor hereby authorizes the Company to entertain all claims of return of the Product in the mutual interest of the Vendor as well as the Customer.

4.9 In case of not accepting the order by customer, company will be responsible for refunds only if order is cancelled before the rider accept the order (in case of fast food items or any other perishable product as the company may defines

4.10 In case of other than the products or items as specified in 4.9 the vendor is responsible for changing or return of item

4.11 In case if the order is cancelled by the customer after pickup by the dispatcher, the Company will compensate the Vendor for perishable items (restaurant food). For cancellations of orders which contain items that can be re-stocked i.e., non-perishable items, vendor is obliged to accept return of the item.

4.12 The company will update the Order Status including delivery Bill Number on a daily basis,



4.13 The Vendor shall not send any of its promotional or any other information with the Products 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 Company,

4.14 The Vendor shall dispatch the Products of 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.

4.15 Vendor shall raise invoice in the name of Customer. Vendor further undertakes and agrees to raise the invoice of an amount equivalent to the amount displayed on the online store to the customer and paid by/charged to the customer.

4.16 The Vendor shall not offer any Products 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.

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

4.18 The Vendor shall pass on the legal title, rights and ownership in the Products sold to the Customer.

4.19 The vendor is responsible for preparing order in time for the rider and must not make the rider wait for than 5 minutes after arrival at vendor location



4.20 For arrangements where the vendor is using their own rider, they must ensure all quality standards maintained by the Company and deliver their order within 30 minutes plus preparation time (if applicable)

4.21 Vendor shall be solely responsible for any dispute that may be raised by the customer relating to the goods, merchandise and services provided by the Vendor.

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

Marketing and Promotions.

4.21 Vendor if intended to give any promotional discounts should inform the Company. These promotions shall be advertised on the online market place as and when required

4.22 The vendor agrees to give the company at least 1 exclusive discounted deal on a weekly basis that they are not giving on any other platform



4.23 The vendor agrees to allow the company to set up promotional activities on vendor premises in a collaborative effort that promotes both the vendor and the company

4.24 The vendor agrees to promote the download of the company's application to the customers on their premises via QR codes and invite codes that will be provided by the company

4.25 The vendor will use their social media platforms to highlight their partnership with the company and encourage their audience to use the application for delivery and pick up

4.26 For featured promotions and advertisement, vendors will have to pay additional charges as displayed on the online marketplace

4.27 The Vendor shall at all times be responsible for compliance of all applicable laws and regulations.

The Vendor warrants and represents that

5.1. They have the right and full authority to enter into this Agreement with the Company.



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

5.3. There are no proceedings pending, which may have a material adverse effect on their ability to perform and meet their obligations under this Agreement;

5.4. 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 Company. They shall at all times ensure compliance with all the requirements applicable to their business.

5.5. 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 Company and perform the obligations contained herein and that it has not violated/ infringed any intellectual property rights of any third party. That they shall provide the Company with copies of any document required by the Company for the purposes of this performance of its obligations under this arrangement within 24 hours of getting a written notice from the Company.

5.6. That the complete product responsibility and liability shall solely vest with Vendor and that the Vendor shall be solely responsible to the customer for the sale of the Product by Vendor including but not limited to its delivery to the Customer and that Vendor shall not raise any claim on the Company in this regard.



5.7. 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.

5.8. Vendor shall pay the Company a service charge as specified by the Company on every transaction it enables and that Vendor shall provide all completed transaction details to the Company for record keeping and reconciliation.

5.9. That Vendor shall draw the invoice / bill directly in the name of the Customer.

5.10. Vendor shall prior to release of any promotion/advertisement material seek prior written approval for the same from the Company, in so far as the same relates to services offered pursuant to the terms of this Agreement.

Company reserves the right:

6.1. Vendor agrees and acknowledges that the Company, 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, terms and conditions of the online marketplace. In such an event, the Company reserves the right to forthwith remove/close the online store of the Vendor without any prior intimation or liability to the Vendor.

6.2. Company reserves the right to provide and display appropriate disclaimers and terms of use on all platforms of the e-store,

6.3. At any time if the Company believes that the services are being utilized by the Vendor or its Customer in contravention of the terms and provisions of this Agreement, Terms and conditions of use of the online market place, the Company 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.

7.1. The Vendor indemnifies and shall hold indemnified the Company, its directors, officers, employees, representatives, agents from and against all losses, damages, claims, suits, legal proceedings and otherwise howsoever 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 product, 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.

7.2. The Company 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 part of the Company to perform its obligations under this Agreement.

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

Company not Liable.

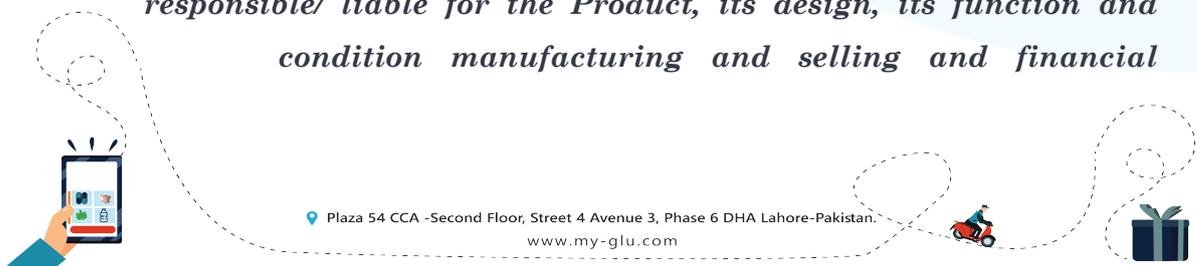
8.1. The Company on the basis of representation by the Vendor has created the online store of the Vendor on the online market place to enable Vendor to offer the Vendor's products for sale through the said e-store. This representation is the essence of the Contract.

8.2. The Company 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 Products being in any way damaged, defective, in unfit condition, infringing/ violating any laws / regulations /intellectual property rights of any third party. Vendor agrees and acknowledges that

8.3. Vendor shall be solely liable for any claims, damages, allegation arising out of the Products offered for sale through its online store (including but not limited to quality, quantity, price, merchantability, and use for a particular purpose, or any other related claim) and shall hold the Company harmless and indemnified against all such claims and damages.

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

8.5. The Vendor hereby agrees, confirms and acknowledges that the Product is owned by the Vendor and that the Company is merely a facilitator for sale of the Vendor's Product, hence the Company is not responsible/ liable for the Product, its design, its function and condition manufacturing and selling and financial



obligations, warranties, guarantees whatsoever. The Company reserves its right to state appropriate Disclaimers on its online store.

Term, Termination and effects of Termination

9.1. The Terms 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.

9.2. This Agreement may be terminated by the Company in the event:

9.2.1. Vendor fails to make payment of the agreed amount, by giving 48 hours written notice,

9.2.2. 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 Company.

9.2.3. If a Petition for insolvency is filed against the Vendor.

9.2.4. If the Vendor is in infringement of the third-party rights including intellectual property rights.

9.2.5. This Agreement may be terminated by either party giving the other 30 days written notice.

9.3. Effect of Termination:

In the event of termination/expiry of this Agreement, the Company shall remove the Links and shall discontinue display of the Products on Online store with immediate effect.

Company 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.

Arbitration.

10.1. 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.

10.2. The arbitration shall be conducted in Lahore-Punjab in accordance with the Arbitration and Conciliation Act or any modification or reenactment for the time being in force.

10.3. The language of arbitration shall be English. The arbitration shall be held at Lahore, Punjab, Pakistan.

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

Jurisdiction and Governing law

11.1. The obligations, performance, interpretation and contents shall be governed by Pakistani law.

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



12. 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 to Company, the degree of which may be difficult to ascertain. Accordingly, Vendor agrees that the Company 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. Company shall also have the right to pursue any other rights or remedies available at law or equity for such a breach.

13 Vouchers, Discounts and Promotions

13.1 From time to time, the company may run marketing and promotional campaigns which offer voucher codes, discounts, and other promotional offers to be used on the Platforms (“Vouchers”). Vouchers are subject to validity periods, redemption periods, and in certain cases, may only be used once.

13.2 Vouchers may not be valid when used in conjunction with other promotions, discounts or other vouchers. Additional terms and conditions may apply to Vouchers.

13.3 Unless otherwise stated, Vouchers can only be used on our Platforms.

13.4 Vouchers cannot be exchanged for cash.

13.5 MyGlu reserves the right to void, discontinue or reject the use of any Voucher without prior notice Individual restaurants terms & conditions apply



13.6 We may exclude certain Vendors from the use of Vouchers at any time without prior notice to you.

14. Notices

All notices and other communication under this Agreement shall be in writing and in English and either delivered by hand or sent by telex, fax or courier in each case to the addresses set out at the beginning of this Agreement.

15. 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.

16. 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.

17. Assignment

Neither this Agreement nor any part of it is assignable, transferable, sub-licensable, sub-contract able or conveyable by Vendor, either by operation of law or otherwise, without the express, prior, written consent of



the Company signed by an authorized representative of such Party.

18. Reselling MyGlu (Pvt.) Limited Products

Reselling products Listed on the online market place for business purpose is strictly prohibited. If any unauthorized personnel are found committing the above act, legal action may be taken against him/her.

19. Taxes

Vendors shall be responsible for payment of all fees/costs/charges associated with the purchase of products through the e-store and you agree to bear any and all applicable taxes as per prevailing law

20. 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.

21. 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 Company 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 Company.



22. Waiver and Amendment

22.1. 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 authorized representative of the waiving Party.

22.2. 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.

23. 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 shall be deemed an original and which shall together constitute one Agreement.

In witness whereof the parties have hereto caused their respective Signatures and Company seal to be affixed the day and year first hereinabove mentioned.

24. Amendments

The company may amend these Terms at any time in its sole discretion. The amended Terms shall be effective immediately upon posting and you agree to the new Terms by continued use of the Platforms. It is the Vendor's responsibility to check the Terms regularly. If they do not agree with



the amended Terms, whether in whole or in part, they must stop using the Platforms immediately.

25. Dispute Resolution

Any valid dispute arising between vendor and Company, relating to or arising from the terms of Section 3 of the T&Cs, including disputes relating to validity and/or enforceability of the same, shall be referred to arbitration under the laws applicable to arbitrations conducted in Pakistan. Such Arbitrations shall be governed under Pakistani law and shall be conducted at Lahore as its seat and venue.

26. Prevailing Language

In the event of a dispute as to the Terms, the English version shall prevail. The English language version of these Terms shall control in all respects and shall prevail in case of any inconsistencies with translated versions.

25. Disclaimer

Vendor acknowledges and undertakes that they are using the Company's online market place and transacting at their own risk and cost, and are using their best and prudent judgment before entering into any transactions with MyGlu (Pvt.) Limited. In the future, the Company may offer paid upgrades to the current free subscription model upon which a new contract will be signed. We shall neither be liable nor responsible for any actions or inactions of Sellers nor any breach of conditions, representations or warranties by the Sellers or manufacturers of the products, as applicable and hereby expressly disclaim and any all responsibility and liability in that regard, at law and otherwise. We shall not mediate or resolve any dispute or disagreement between you and the Sellers or manufacturers of the products, which matter does not relate to, concern and is exclusive of us.



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We shall neither be liable or responsible for any actions or inactions of any other service provider as listed on our Site which includes but is not limited to payment providers, installment offerings, nor warranty services amongst others.

Feedback

Vendors may from time to time provide suggestions, comments or other feedback to MyGlu Pvt Limited. with respect to any product, material, software or information provided by MyGlu (Pvt.) (hereinafter "Feedback"). Vendors must agree that all Feedback is and shall be voluntary and shall not, absent separate agreement, create any confidentiality obligation for MyGlu (Pvt.) However, MyGlu (Pvt.) will not disclose the source of any feedback without notice to the providing party. MyGlu (Pvt.) shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to the vendor. The foregoing shall not, however, affect either party's obligations hereunder with respect to the information protected pursuant to any MyGlu (Pvt.) Privacy Policies posted on this Website.



