

Jebelz.com Marketplace Seller Agreement, UAE

This MARKETPLACE SELLER AGREEMENT is made between **Etail Technologies – FZE**, a company incorporated under the laws of United Arab Emirates which is operating **Jebelz.com**, an online marketplace, having its registered office at Technohub 1, Dubai Silicon Oasis, Dubai, UAE and the Seller.

1. PURPOSE AND SCOPE

1.1 The purpose of this agreement is to appoint the Seller as a marketplace Seller for Jebelz

1.2 The scope of this agreement covers any and all transactions that Seller performs using Jebelz Marketplace platform

2. TERMS AND CONDITIONS

These Seller Terms and Conditions (**Terms** or **Agreement Terms**) apply to Seller (**you** or **Seller**) to register and create an account on Jebelz.com (the **Site** or **we** or **us** or **our**), and use our services to sell products. By creating a Seller account with us, you agree to be bound by these Agreement Terms, and all policies, guidelines, and other terms incorporated on the Site (**Site Terms**).

Jebelz reserves the right to change Site Terms at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site without any further notice to you. You are responsible for reviewing any applicable changes. Your continued use of the Site and Jebelz services following Jebelz's posting of any changes will constitute your acceptance of such changes. If you do not agree to any change to these Agreement Terms, you must not continue to use the Site and or Jebelz services

2.1 Jebelz Services: We offer the web and mobile platforms for you to offer products to end users, and complete transactions. Jebelz provides you with technology and services such as order management, fulfilment, all shipping and handling, cash collection and processing of payment, and call centre and customer support (Services). The Site and Services are provided AS IS basis, and Jebelz disclaims all liabilities relating to Services, Site, and products and services that Seller offers to end users. As a Seller, you use the Site and the Services at your own risk, and Jebelz bears no risks relating to your products, and all rights and liabilities therein.

2.2 Seller Account: Seller registration process will result in creation of a Seller account with us. We may also assist Sellers for creating an account after receiving necessary information. You must first familiarise with the sale process set out on the Site and all Site Terms. You must ensure that your products correspond to the images uploaded and information supplied on the Site. If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification name or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. We also have the right to disable selective products and images provided by the seller at any given time. You must not register under a false name and impersonate any other Sellers' log-in credentials, or password(s). You can only register for a single account by default, unless otherwise agreed upon by Jebelz. Such fraudulent conduct is a violation of applicable federal, local or international laws and regulations (Applicable Laws). You agree to provide all relevant information to Jebelz while your account is active.

2.3 Seller Duties: The Site and Services may be used only for lawful purposes and in a lawful manner. You must comply with all Applicable Laws of the land. You must obtain all relevant approvals, or licenses such as from a government agency or brand etc. for selling products on Site and in territories where products are sold.

2.3.1 Product Selection: Jebelz and the Seller will mutually agree on a minimum assortment which can be mutually reviewed once at the start of every month

2.3.2 Continuous availability: The Seller must ensure continuous availability, which means, 99% of the agreed assortment is live on all days of the month.

2.3.3 Order fulfillment: The Seller must fulfill 95% of the orders assigned to them in selected products for any month. Seller must provide the orders at price at which order was placed, rather than the latest price updated by the seller, if any.

2.3.4 Fulfillment TAT: The Seller must fulfill 85% orders in 48 hours and 99% in 72 hours.

2.3.5 Returns: If any of the products supplied by the Seller is returned as damage or Dead-on- arrival (DOA) or used or refurbished by the customer within 10 days of delivery to Jebelz's customer, such products will be returned to the Seller. Also, the Seller must have less than 1% returns during any month.

2.3.6 Payments: Jebelz will work with the Seller on a credit period of 14 Days from the date of delivery.

2.3.7 Product authenticity:

2.3.7.1 The Seller hereby confirms that they will only sell items which correspond to its image(s) or description on Jebelz.

2.3.7.2 The Seller also confirms that they will not sell any used, counterfeit, refurbished or damaged products on Jebelz. The sale of counterfeit products, including any products that have been illegally replicated, reproduced, or manufactured, is strictly prohibited. If an infringing product or listing is discovered on Jebelz.com, the product will be removed, at sole discretion of Jebelz.com. Further, the Seller will be subject to being permanently banned from selling on the site, all the funds which are due to be paid would be withheld, and further legal action would be pursued.

2.3.7.3 Selling Counterfeit items is considered a fraud under the UAE Federal Law No. 4 of 1979 and Federal Law No. 37 of 1992. Also, as per the new "Anti-Commercial Fraud Law" passed by UAE Federal National Council (FNC), sale of counterfeit item and is liable to a minimum fine of AED 50,000 (up to AED 250,000) to the government. Failing to comply with this clause may cause immediate termination of contract and penalty up to AED 50,000

2.3.8 If the Seller is an authorized distributor for any brand then they should provide distribution letter or certificate from the brand and also provide warranty as per region law.

2.3.9 You agree that you will (i) not sell any products that may intentionally result in injury/ damage to people/ properties (ii) provide trade license (iii) provide the required warranties and maintenance for the purchased products in accordance with market practices, Jebelz policies and Applicable Laws; and (iv) remain responsible for after-sales services, guarantees and maintenances, and defects. Products that are hazardous to health and safety will require additional warranties, and higher safety standards as may be

required by the federal or local government or law enforcement agencies. Liabilities for not following relevant safety and health requirements or selling products hazardous to individuals or properties will be at your sole risk and cost. We will reject products that fall under our prohibited item list, a copy of which is available on the Site, and with your business contact at Jebelz.

2.4 Jebelz Policies: Site Terms are applicable to all activities or transactions made on or via the Site. If Jebelz is notified by a seller or a third party brand owner, or via a court, administrative or government order that the products or a portion violates the Intellectual Property Rights or IPRs (which expressions shall include without limitation (i) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other IPRs and equivalent or similar forms of protection existing anywhere in the world) or any other rights of any third party or any Applicable Laws, Jebelz may remove such products from the Site and Jebelz warehouses (if relevant) at its sole discretion or ask Seller to remove such products within a reasonable timeframe notified in writing. Seller acknowledges that Jebelz may from time to time introduce and implement new business rules, and customer care guidelines. Additionally, we are under no obligation to provide any information, material or document to you, including following termination of these Agreement Terms or cancelation of a Seller account. You have no option than to accept test reports from a reliable international agency engaged by us verifying the authenticity of your products. Selling Counterfeit items is considered a fraud and under the new "Anti- Commercial Fraud Law" passed, sale of counterfeit item and is liable to a minimum fine of AED 250,000 (up to AED 500,000) to the government. Failing to comply with this clause may cause immediate termination of contract and penalty up to AED 50,000.

2.4.1 Fees & Payment Policies: (Commission Structure is available in Appendix Table 10.) Seller will incur order processing charges, shipping fee and commission percentage. Seller can verify reports for each payment cycle through seller account. In addition to Jebelz fees and commissions Jebelz may deduct any amounts due in form of chargebacks, reversals or withheld for anticipated claims in accordance with these Agreement Terms.

Payments would be done on basis of agreed payment cycle. By default, Jebelz will work on 14 days payment cycle from the date of delivery. Payments would be done for all

delivered items only. All charges levied by the seller's bank will be borne by the sellers. All payments made by Jebelz would be in AED and seller would be liable for all FX gain/loss.

2.4.2 VAT: All the products on Jebelz, starting from 01st January 2018, will be listed with prices inclusive of VAT. Jebelz will charge VAT at the rate of 5% on commissions and processing fees payable to us for your sales through Jebelz platform. Jebelz will continue to collect the gross receipts for orders from the customer in the usual manner and remit to you the net receipts after any commission charged plus VAT. It is your responsibility as the seller of the goods to report the VAT on the sale of goods to the customer and remit this in your VAT return.

2.4.3 Returns Policy:

2.4.3.1 Non-delivered returns

All Non delivered returns from 45 days from shipping (dropship) will be returned back to you. As a policy Jebelz last mile team attempts three deliveries for each shipment post which the item is considered as non-delivered return

1. No Commission or processing fee will be charged from you
2. In transit damage from courier will be resolved on dispute based system

2.4.3.2 Customer initiated returns

For Customer complaints within 10 days from delivery of item information will be provided to you regarding customer return items. Complaint items would be returned to you within 14 days of delivery. Commission fees and shipping fees will be charged from you for customer returned orders and this will deducted in the next payment cycle.

2.4.4 Warranty

Jebelz will accept both Manufacturer warranty and seller warranty. The period of warranty would be 12 months for UAE sellers. Seller must repair and return the items within 10 days.

3. OPERATIONS POLICY

3.1 Infrastructure requirements

3.1.1 Trade license copy: As a seller you should have proper licenses for selling the listed items in your origin geography.

3.1.2 Internet Connection: This is a must for seller to sell on Jebelz. Also as a seller you should be computer literate.

3.1.3 Shipping Location: You should have a fixed location for handover of the items. If there are multiple addresses for the seller than multiple accounts need to be created and inventory should be managed on location account level by sellers.

3.1.4 Verified Email Address: Seller should have a verified email address.

3.1.5 Contact number: Seller should have a valid verified contact number.

3.1.6 Bank Account number: Seller should have a valid local account number.

4. CATALOGING POLICY

4.1 Sellers have to fill the catalog on seller center. Only QC as a service will be available for marketplace.

4.2 Items where complete information cannot be provided by the seller will have to come to the cataloguing team through category managers as a part of the current process.

4.3 Initially there is no charge for cataloging service but this would be introduced later.

4.4 Bulk uploads will have to be done in seller center based on templates.

4.5 Sellers must provide listing according to specified guidelines of the category of item. Nominal charges may be applied later on by Jebelz to prepare listing according to guidelines.

4.6 Any listing can be rejected at any time by Jebelz at its own discretion

5. MARKETING AND PROMOTIONS POLICY

5.1 Jebelz Marketing Team will create promotions and define criteria to join the promotion for sellers

5.2 Seller will be able to view and join promotions before the starting date if he fulfills the criteria.

5.3 Every promotion has 3 dates: Registration date, start date and end date.

6. TERM OF AGREEMENT, TERMINATION AND CANCELLATION

6.1 Unless terminated as provided below, this Agreement will be effective for a period of 1 years. Jebelz reserves the right to renew or extend the Agreement for up to () additional one-year periods at the same terms and conditions as set forth herein.

6.2 Jebelz may terminate the agreement, in whole or in part, without cause at any time by giving the Seller not less than one (1) month's written notice of termination and vice versa

This Agreement, constitutes the entire agreement between Jebelz and the Seller with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings.

7. **Packaging Material** – Sellers would be provided packaging material for dispatch of items. You could place orders for packaging material by writing to our logistics team.

8. **For items below or equal to AED 100** – We will charge only flat 19% commission.

9. **Order Processing Fee** - An order processing fee of AED 10 on all orders having item worth more than AED 100.

10. **Commission Structure:** Jebelz will charge commission percentage as shown in below table.

Marketplace Commission

Category	Commission %
Electronics	
Mobiles	4%
Mobiles Accessories	9%
Screen Protectors	9%
Bluetooth Devices	9%
Sim Cards	9%
Landline Phones	9%
Tablets	4%
Tablets Accessories	9%
Prepaid Cards	4%
Headphones & Headsets	9%
Laptops	4%
PCs	4%
CPUs & Processors	8%
Hard Disks	8%
Motherboards	8%
Network cards & Adapters	8%
Notebooks	4%
Servers	9%
Video Cards	9%
Computer Fans	8%
Computer Monitors	9%
Optical Drives	5%
Sound Cards	8%
Computer Casing	8%
DVD and Blu-ray Players	8%
Televisions	4%
Home Theatre Systems	8%
Projectors	8%
Cameras	4%
Camcorders	4%

CD Player & Recorders	8%
Stereo Systems and Equalizers	8%
Amplifiers and Receivers	8%
Speakers	4%
MP3 & MP4 players	4%
Telephones	8%
Satellite Receivers	8%
Recording and Studio Equipment	8%
Analogue Cameras	8%
Power Banks	4%
Camera and camcorder Accessories	9%
Projectors Accessories	9%
TV and Satellite Accessories	9%
Cable	9%
Digital Photo Frames	9%
Batteries	9%
Microphones	9%
MP3,MP4 Players Accessories	9%
Security & Surveillance Systems	9%
Chargers	9%
Telephone Accessories	9%
TV Mounts	9%
Interchangeable Lenses	9%
Binoculars and Telescopes	9%
CD Recording Media	9%
Portable Radios	9%
Clock Radios	9%
Universal Remote Controls	9%
Tuners	9%
Still Films	9%
Video Tapes	9%
Portable Cassette & CD Players	9%
3D Glasses	9%
Fax Machines And Shredders	8%
Multifunctional Printers	4%
Scanners	8%
Printers	4%
Ink Cartridges	9%
Printer And Scanner Accessories	9%
Stationery	9%
Label Printers	9%
Game Consoles	4%
Video Games	9%
Games Gadgets & Accessories	9%
VR Gadgets	9%
Blank CDs	8%
Blank DVDs	8%
Software	9%
Webcams	9%
Barcode reader	9%

Mouse	9%
Docking Station	9%
Keyboards	9%
Power supplies	9%
Router	9%
Cooling Pads	9%
Computer & Laptop Accessories	9%
USB Flash Drives	9%
Card Readers / Writers	9%
Memory Cards	9%
Media Gateways	9%
USB Hubs	9%
Skins & Decals	9%
3D Printers	9%
Internet Packages	9%
Watches	
Watches	14%
Watches Accessories	19%
Toys	
Toys	19%
Vehicle Parts and Accessories	
Car Audio	9%
Car Speakers	9%
Sub-Woofers And Amplifiers	9%
Gps Receiver	9%
Car Vision	9%
Car Video	14%
Gps Accessories	14%
Car Audio And Video Accessories	14%
Car Care Products	14%
Keys & Key Chains	14%
Car Parts	14%
Vehicle Fluids	14%
Gps Navigators	14%
Tires & Wheels	14%
Motorcycle Parts	14%
Tools & Safety	
Safety And Work Wear	14%
Power Tools	14%
Hand Tools	14%
Nails	14%
Screws & Fixings	14%

Measuring & Layout Tools	14%
Power & Hand Tools Accessories	14%
Electrical Accessories	14%
Drills	14%
Sports and Fitness	
Fitness Technology	9%
Sports Equipments	14%
Sporting Goods	14%
Outdoor Play	14%
Scooters & Ride-Ons	14%
Treadmills	14%
Balls	14%
Bikes & Bicycles	14%
Pet Food and Supplies	
Pet Supplies	14%
Pet Food	14%
Perfumes	
Perfumes	14%
Fragrance Gift Sets	14%
Kitchen and Home Supplies	
Kitchen and Dining	14%
Home Supplies	14%
Cookware	14%
Drinkware	14%
Cutlery & Flatware Sets	14%
Baking Tools & Accessories	14%
Fruit & Vegetable Tools	14%
Kitchen Measuring Tools	14%
Dinnerware & Serveware	14%
Cooking Utensils	14%
Cleaning Products	19%
Jewelry & Accessories	
Fine Jewellery	4%
Rings	14%
Necklaces & Pendants	14%
Earrings	14%
Bracelets	14%
Loose Gemstones & Diamonds	14%
Jewelry Sets	14%
Jewelry Accessories	14%

Men's Jewelry	14%
Charms	14%
Home Décor & Furniture	
Light Bulbs	14%
Home Decor	14%
Bedroom Furniture Sets	14%
Clocks	14%
Aquariums & Indoor Fountains	14%
Rugs & Carpets	14%
Lamps & Lightings	14%
Paint & Supplies	14%
Decorative Pillows & Cushions	14%
Table Linens	14%
Curtains	14%
Mirrors	14%
Frames	14%
Wallpaper & Decals	14%
Kitchen & Dining Rooms Furniture Sets	14%
Beds & Bed Frames	14%
Living Room sets	14%
Office Furniture	19%
Tables	19%
Sofas	19%
Bean Bags & Ottomans	19%
Storage & Organization	19%
Garden Furniture	19%
Chairs and benches	19%
Health & Personal Care	
Health And Personal Care	9%
Sports Nutrition	9%
Bath & Body	9%
Men's Grooming	9%
Small Medical Equipment	9%
Electrical Personal Care	9%
Dental Care	14%
Thermometers	14%
Personal Scales	14%
Dietary Supplements	14%
Vitamins & Minerals	14%
Hair Styling Electronics	9%
Body Massagers	14%
Electric Toothbrushes	14%
Electric Shavers & Removal	4%
Grocery, Food & Beverages	

Baby Food	9%
Plastic & Paper Products	14%
Laundry	14%
Snacks & Bakery	14%
Shampoos & Conditioners	14%
Deodorants & Antiperspirants	14%
Hair Dyes	14%
Garden and Outdoors	
Camping Goods	14%
Garden Decoration	14%
Gardening And Watering Equipment	14%
Barbecue Grill & Smokers	14%
Barbecue Tools And Grill Accessories	14%
Smoking Accessories	14%
Pest Control	14%
Flowers	19%
Eyewear and Optics	
Eyewear Accessories	14%
Eyewear	14%
Contact Lenses	14%
Glasses Frames	14%
Footwear	
Shoes Accessories	19%
Boots	19%
Sandals	19%
Casual & Dress Shoes	19%
Slippers	19%
Athletic Shoes	19%
Clothing	
Scarves & Wraps	19%
Hats & Caps	19%
Rompers & Overalls	19%
Jumpsuits	19%
Belts	19%
Ethnic & Traditional Wear	19%
Underwear	19%
Tops	19%
Swimwear	19%
Suits	19%
Sleepwear	19%
Skirts	19%

Shorts	19%
Pants	19%
Jackets & Coats	19%
Costumes	19%
Sportswear	19%
Accessories	19%
Dresses	19%
Uniform	19%
Maternity Wear	19%
Women's Lingerie	19%
wigs	9%
Shirts	19%
T-shirts	19%
Books	
Lifestyle Books	4%
Magazines	4%
Children's Books	4%
Business & Trade Books	4%
Education, Learning & Self Help Books	4%
Comics & Graphic Novels	4%
Literature & Fiction	4%
Bed & Bath	
Bathroom Accessories	14%
Bed Pillows	14%
Towels	14%
Showers & Shower Heads	14%
Blankets & Throws	14%
Bedding Sets & Components	19%
Mattresses	19%
Beauty	
Makeup	14%
Skin Care	14%
Hair Care	14%
Beauty Tools And Accessories	14%
Beauty Gifts And Sets	14%
Hair Tools & Accessories	14%
Soap & Shower Gel	14%
Bags and Wallets	
Specialty Bags & Carry Cases	19%
Backpacks	19%
Handbags	19%
Trolley Suitcases & Bags	19%

Wallets	19%
Duffel Bags	19%
Packing & Bags Accessories	19%
Baby	
Diapers	9%
Baby Safety and Health	9%
Feeding	9%
Baby Toys and Accessories	9%
Baby bags	9%
Baby Gift Sets	9%
Baby Accessories	9%
Baby Bath & Skin Care	9%
Baby Gear	9%
Baby Clothes	14%
Nursery Furniture & Décor	14%
Art, Crafts and Collectibles	
Drawings & Paintings	9%
Handcrafts	9%
Sculpture & Carvings	9%
Maps	9%
Atlases & Globes	9%
Antiques	9%
Prints	9%
Posters & Photographs	9%
Islamic, Ethnic and Digital Art	14%
Appliances	
Sewing and Accessories	4%
Air Conditioners & Coolers	4%
Heaters	4%
Fans	4%
Sandwich & Wafer Makers	4%
Juicers & Presses	4%
Rice Cooker	4%
Fryers	4%
Toasters	4%
Kettles	4%
Food Preparation	4%
Irons	4%
Vacuum Cleaners	4%
Coffee & Espresso Makers	4%
Air Treatment	4%
Microwaves	4%
Blenders & Mixers	4%
Food Processors	4%

