

MERCHANT AGREEMENT

Zabr.in Online Store & Commerce Platform

Operated by ZabrLabs LLP

This Merchant Agreement ("Agreement") is entered into on the Effective Date (as defined below), by and between:

(1) **ZABRLABS LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at B-1, Room No. 210, Shivshahi Parkalp (SPPL Colony), Near Mantri Park, Goregaon East, Mumbai, Maharashtra – 400065, bearing LLPIN **ACZ-7196** and GSTIN **27AAEFZ5163H1ZV** (hereinafter referred to as "ZabrLabs", the "Company" or the "Platform", which expression shall, unless repugnant to the context, include its successors and permitted assigns), of the **ONE PART**;

AND

(2) **THE MERCHANT** – the person, firm, company, LLP or other entity that registers for, subscribes to, or accesses or uses the Zabr.in platform, and whose details are set out in the Merchant Registration Form / on-boarding record submitted to ZabrLabs (hereinafter referred to as the "Merchant" or "Seller", which expression shall, unless repugnant to the context, include its successors and permitted assigns), of the **OTHER PART**.

ZabrLabs and the Merchant are hereinafter referred to individually as a "Party" and collectively as the "Parties".

Effective Date: This Agreement takes effect from the date on which the Merchant accepts these terms (electronically by clicking "I Agree" or equivalent, or by signature) or first accesses or uses the Platform, whichever is earlier ("Effective Date"). This Agreement is an electronic record under the Information Technology Act, 2000 and does not require a physical or digital signature to be binding; where a signed copy is executed, it shall further evidence the Parties' acceptance.

BACKGROUND

(A) ZabrLabs owns and operates "Zabr.in", a technology platform that enables merchants to set up and operate their own online stores, and to list, market, sell and receive payment for their own products to end customers. The Platform also provides tools and third-party integrations for cataloguing, order management, payment collection (through third-party payment service providers) and delivery (through third-party logistics service providers).

(B) ZabrLabs is a technology service provider and intermediary only. ZabrLabs is not the seller, manufacturer, importer, exporter, carrier or payment aggregator in respect of the Products listed or sold by the Merchant, and does not own, hold title to, or take possession of such Products (except, where applicable, transient handling by an independent logistics partner).

(C) The Merchant is engaged in the business of selling its own Products and wishes to use the Platform to establish an online Store and transact with end customers.

(D) The Parties wish to record the terms and conditions governing the Merchant's access to and use of the Platform and the Services.

NOW THEREFORE, in consideration of the mutual covenants and promises set out herein, and intending to be legally bound, the Parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set out below:

1.2 **"Applicable Law"** means any statute, law, regulation, rule, ordinance, notification, order, judgment, direction, guideline or requirement of any Authority having the force of law in India, as in force and amended from time to time, including (without limitation) the Consumer Protection Act, 2019 and the Consumer Protection (E-Commerce) Rules, 2020; the Information Technology Act, 2000 and rules thereunder; the Digital Personal Data Protection Act, 2023 and the Digital Personal Data Protection Rules, 2025; the applicable Goods and Services Tax laws; the Legal Metrology Act, 2009; and all product-, sector- and payment-specific laws and directions (including applicable Reserve Bank of India directions).

1.3 **"Authority"** means any governmental, statutory, regulatory, judicial, quasi-judicial or administrative authority, body, court or tribunal having jurisdiction.

1.4 **"Confidential Information"** has the meaning given in Clause 12 (Confidentiality).

1.5 **"DPDP Law"** means the Digital Personal Data Protection Act, 2023 read with the Digital Personal Data Protection Rules, 2025, and any other data-protection law applicable in India, as amended from time to time.

1.6 **"End Customer"** means any person who visits, places an order through, or purchases Products from the Merchant's Store on the Platform.

1.7 **"Intellectual Property Rights" or "IPR"** means all patents, trademarks, service marks, trade names, domain names, logos, copyrights, design rights, database rights, trade secrets, know-how and all other intellectual-property or proprietary rights, whether registered or unregistered, anywhere in the world.

1.8 **"Logistics Service Provider" or "LSP"** means any independent third-party courier, carrier, delivery or logistics-aggregation company that provides pick-up, transportation, delivery, return or allied services in respect of the Merchant's shipments, whether integrated with the Platform or otherwise.

1.9 **"Merchant Content"** means all content, data and materials supplied, uploaded or made available by the Merchant on or through the Platform, including product listings, descriptions, images, prices, trademarks, brand names, store name and policies.

1.10 **"Order"** means an order for Products placed by an End Customer through the Merchant's Store.

1.11 **"Payment Service Provider" or "PSP"** means any independent third-party payment aggregator, payment gateway or bank, authorised by the Reserve Bank of India where required, that facilitates the collection and settlement of payments made by End Customers in respect of Orders.

1.12 **"Platform Fees"** means the subscription, platform, convenience, commission, transaction and/or other fees and charges payable by the Merchant for the use of the Platform and the Services, as set out in Annexure B and/or as published on Zabr.in and/or as otherwise agreed in writing.

1.13 **"Products"** means the goods and/or services listed, offered or sold by the Merchant through its Store on the Platform.

1.14 **"Services"** means the technology platform, features, tools and integrations made available by ZabrLabs to the Merchant through Zabr.in, as described in Clause 5 and as updated from time to time.

1.15 **"Store"** means the Merchant's online storefront created and operated on the Zabr.in platform.

1.16 **"Transaction"** means any purchase of Products by an End Customer from the Merchant's Store, and any associated payment, delivery and return.

1.17 **Interpretation.** Headings are for convenience only. Words importing the singular include the plural and vice versa; references to a gender include all genders; references to a statute include any amendment or re-enactment thereof and rules made thereunder; "including" means "including without

limitation"; and references to Clauses and Annexures are to clauses of and annexures to this Agreement. The Annexures form an integral part of this Agreement.

2. Nature of the Relationship – Technology Platform Only

2.1 ZabrLabs provides a technology platform and acts solely as an intermediary and facilitator that enables the Merchant to operate its own Store and transact with End Customers. ZabrLabs is not a party to the contract of sale between the Merchant and any End Customer.

2.2 The contract for the sale of any Product is a bipartite contract solely between the Merchant and the End Customer. The Merchant is the "seller" and "seller of record" for all purposes, and is solely responsible for the Products, their listing, pricing, sale, invoicing, quality, warranty, delivery, returns, refunds, and all obligations to End Customers.

2.3 ZabrLabs does not manufacture, own, import, stock, inspect, endorse or take title to the Products, and does not act as a carrier or as a payment aggregator. Delivery is performed by independent LSPs and payment collection is processed by independent PSPs, as set out in Clauses 6 and 7.

2.4 Nothing in this Agreement constitutes a partnership, joint venture, agency, franchise or employment relationship between the Parties, nor authorises either Party to bind the other, except as expressly provided herein.

3. Merchant Account, Onboarding and KYC

3.1 To use the Platform, the Merchant must register and create a merchant account by providing true, accurate, current and complete information, and must keep such information updated at all times.

3.2 The Merchant shall furnish such know-your-customer (KYC) and business-verification documents as ZabrLabs and/or the PSP and/or the LSP may require, which may include the Merchant's GST registration, PAN, certificate of incorporation / registration, identity and address proof of authorised signatories, a cancelled cheque and bank-account details, and any product-specific licences. The Merchant represents that all such documents and details are genuine, valid and its own.

3.3 Providing any false, inaccurate, incomplete or misleading information or document shall constitute a material breach of this Agreement, and ZabrLabs may suspend or terminate the Merchant's account and recover any resulting losses.

3.4 The Merchant is responsible for maintaining the confidentiality and security of its account credentials, and for all activity that occurs under its account. Credentials must not be shared, sub-licensed or transferred to any third party. The Merchant shall notify ZabrLabs promptly of any unauthorised use or security breach.

3.5 The Merchant shall be solely responsible for the acts and omissions of any person it authorises to access its account, and any breach by such person shall be deemed a breach by the Merchant.

4. Obligations, Covenants and Undertakings of the Merchant

4.1 The Merchant shall, at all times and at its own cost, comply with all Applicable Laws in connection with its business, Products, listings, sales, marketing, pricing, invoicing, delivery and returns.

4.2 **Listings and information.** The Merchant shall ensure that all Merchant Content and product listings are accurate, complete, not misleading, and not in breach of any third-party rights, and shall provide all information required under the Consumer Protection (E-Commerce) Rules, 2020 to enable End Customers to make informed decisions, including, as applicable: total price and break-up of charges, mandatory disclosures, country of origin, expiry/"best before" information, return, refund, exchange, warranty/guarantee, delivery and shipment details, and grievance-contact information.

4.3 **Authenticity and lawful Products.** The Merchant undertakes and warrants that all Products are genuine, lawful, and not counterfeit, pirated, stolen, spurious, hazardous, prohibited or restricted, and that the Merchant has the full legal right to sell them. The Merchant shall not list or sell any item set out in Annexure A (Prohibited and Restricted Products) or otherwise prohibited under Applicable Law.

4.4 **Licences and taxes.** The Merchant shall obtain and maintain all registrations, licences, permits and approvals required for its Products and business (including, as applicable, GST registration, FSSAI, Legal Metrology, BIS/quality certifications and product-specific approvals), and shall be solely responsible for charging, collecting, reporting and remitting all applicable taxes (including GST) on its sales, and for issuing tax-compliant invoices to End Customers.

4.5 **Order fulfilment.** The Merchant shall honour and fulfil all confirmed Orders promptly and shall be solely responsible for correct, safe, tamper-proof and legally-compliant packaging of Products, for accurate shipping labels and declarations, and for issuing e-way bills and valid invoices where required.

4.6 **Returns, refunds and consumer service.** The Merchant shall establish, publish and honour a clear return, refund, exchange and cancellation policy consistent with Applicable Law, shall take back defective, deficient, wrongly-delivered, spurious or not-as-described Products and refund End Customers as required, and shall be solely responsible for resolving all End-Customer complaints, warranty and quality claims.

4.7 **Grievance handling.** The Merchant shall cooperate with ZabrLabs' grievance-redressal mechanism (Annexure C), respond to End-Customer and Authority complaints within the timelines required by Applicable Law, and provide such seller information as ZabrLabs is required to display or disclose under the Consumer Protection (E-Commerce) Rules, 2020.

4.8 **Fair practices.** The Merchant shall not engage in any unfair trade practice, shall not post fake or misleading reviews or advertisements, shall not manipulate prices or search rankings, and shall not impersonate any person or misrepresent any affiliation.

4.9 **Platform use.** The Merchant shall use the Platform only for lawful purposes and in accordance with this Agreement, shall not attempt to gain unauthorised access to, interfere with, disrupt, reverse-engineer or overburden the Platform or its systems, shall not introduce malware, and shall not access the Services other than through the interfaces provided by ZabrLabs.

4.10 **Single account and accuracy.** The Merchant shall not maintain multiple or false profiles, and warrants that all information provided to ZabrLabs is and will remain true, accurate and up to date.

5. The Platform and Services Provided by ZabrLabs

5.1 Subject to this Agreement, ZabrLabs grants the Merchant a limited, non-exclusive, non-transferable, revocable right to access and use the Platform to create and operate a Store, list Products, receive and manage Orders, and use the integrated payment and logistics facilities.

5.2 ZabrLabs may provide features such as storefront and catalogue tools, order and inventory management, dashboards and analytics, integrations with PSPs and LSPs, and customer-support tooling. ZabrLabs may add, modify, suspend or discontinue any feature at its discretion, with notice where reasonably practicable.

5.3 ZabrLabs only facilitates, and does not itself perform, the collection of payments (which is performed by PSPs) or the delivery of Products (which is performed by LSPs). ZabrLabs does not guarantee any minimum sales, traffic, delivery outcome, or uninterrupted or error-free operation of the Platform.

5.4 ZabrLabs may, at its discretion and to comply with Applicable Law or this Agreement, review, moderate, refuse, suspend, de-list or remove any Store, listing or Merchant Content, and may set reasonable catalogue, content and operational guidelines from time to time.

5.5 The Platform and the Services are provided on an "as is" and "as available" basis, as further set out in Clause 14.

6. Payments and Settlement

6.1 Payments for Orders are collected and settled through one or more independent third-party Payment Service Providers (PSPs), which are authorised by the Reserve Bank of India where such authorisation is required. ZabrLabs is not a payment aggregator, does not itself pool, hold, or take custody of or title to any End-Customer funds, and merely enables the Merchant to integrate with such PSPs.

6.2 The Merchant must independently complete the onboarding, KYC and agreement requirements of the applicable PSP. The collection, holding (in escrow/nodal accounts) and settlement of Transaction monies are governed by the PSP's terms and by Applicable Law, including applicable Reserve Bank of India directions. Settlement of funds shall be made to the Merchant's designated and verified bank account, in accordance with the PSP's settlement cycle.

6.3 **Deduction of Platform Fees.** The Merchant authorises ZabrLabs and/or the PSP to deduct, set off or collect the Platform Fees and any other amounts due to ZabrLabs from the settlement amounts (including, where lawfully available and enabled, by way of split/on-behalf settlement), or, alternatively, ZabrLabs may invoice such amounts separately for payment in accordance with Clause 8. Any split or third-party settlement facility shall be used strictly in accordance with the PSP's terms and Applicable Law.

6.4 **Refunds, chargebacks and disputes.** All refunds, chargebacks, reversals and payment disputes in respect of Orders are the sole responsibility of the Merchant. The Merchant shall bear all related costs, fees and penalties, and authorises ZabrLabs and/or the PSP to recover, set off or deduct such amounts (including from settlements, future settlements or any security/deposit). ZabrLabs shall not be liable for any delay, failure, error or fraud in payment processing attributable to the PSP, the Merchant, an End Customer or a bank.

6.5 **Cash on Delivery (COD).** Where COD is offered, the LSP shall collect the COD amount from the End Customer and remit it in accordance with the LSP's terms; ZabrLabs shall not be liable for COD amounts delayed, misplaced or lost by the LSP, and the Merchant's recourse for such amounts shall be against the LSP. ZabrLabs and/or the LSP may deduct applicable fees and charges before remittance.

6.6 **Taxes.** Amounts are exclusive of taxes unless stated otherwise. The Merchant is responsible for its own tax compliance on its sales. Where ZabrLabs is required to collect tax at source (including tax collected at source under Section 52 of the Central Goods and Services Tax Act, 2017 as an e-commerce operator) or to deduct any tax, it shall do so as required by Applicable Law, and the Merchant shall provide all information and cooperation required for such compliance and reporting.

7. Logistics, Shipping and Delivery

7.1 Delivery, pick-up, transportation and returns of Products are performed by independent third-party LSPs. ZabrLabs merely facilitates access to, and integration with, such LSPs, and is not a carrier and does not perform delivery.

7.2 The Merchant is solely responsible for proper, safe, tamper-proof and damage-proof packaging, accurate weight and dimension declarations, accurate consignee and shipping details, lawful contents, and inclusion of valid invoices and e-way bills where required. Any loss or damage arising from inadequate or improper packaging or inaccurate declarations shall be the Merchant's responsibility.

7.3 ZabrLabs shall not be liable for any loss, damage, theft, delay, non-delivery, mis-delivery, or return (RTO) of any consignment by an LSP. The Merchant's claims in respect of the carriage of goods lie against the LSP and are subject to the LSP's terms, liability limits and claim timelines. ZabrLabs' role, if any, shall be limited to passing on to the Merchant such remedy (if any) as the LSP provides.

7.4 Shipping charges, COD charges, RTO charges, weight-discrepancy charges and other logistics fees shall be borne by the Merchant as per Annexure B and/or the applicable LSP rate card, and may be deducted or invoiced as set out in Clause 8.

7.5 The Merchant shall not tender for shipment any item set out in Annexure A or otherwise prohibited or restricted under Applicable Law (including DGCA/IATA dangerous-goods rules). The Merchant alone shall be liable for any consequence of tendering such items.

8. Fees, Charges and Payment Terms

8.1 In consideration of the Services, the Merchant shall pay the Platform Fees and all applicable subscription, platform, commission, transaction, payment-processing, logistics, add-on and other charges, as set out in Annexure B and/or as published on Zabr.in and/or as otherwise agreed in writing.

8.2 All fees are exclusive of applicable taxes (including GST), which shall be payable by the Merchant in addition. Subscription and platform fees are non-refundable except where expressly stated in writing. Fees once due are not contingent on the Merchant's actual usage.

8.3 ZabrLabs may revise the Platform Fees or fee structure by giving the Merchant at least seven (7) days' prior notice (including by notice on the Merchant dashboard or by email). The Merchant may raise any objection within the notice period; failing which, or upon continued use of the Platform after the effective date, the revised fees shall be deemed accepted.

8.4 Without prejudice to its other rights, in the event of any overdue or unpaid amount, ZabrLabs may: (a) suspend or restrict the Merchant's account and Services; (b) set off or recover the amounts from settlements, future settlements, COD amounts, wallet balances or any security/deposit; and/or (c) levy interest at eighteen per cent (18%) per annum from the due date until paid.

8.5 The Merchant shall verify invoices/statements and raise any bona-fide dispute within five (5) days of receipt; undisputed amounts must be paid within the stipulated time regardless of any dispute on other amounts.

9. Intellectual Property

9.1 All Intellectual Property Rights in and to the Platform, Zabr.in, the Services, and all associated software, technology, designs, content, trademarks and materials (excluding Merchant Content) are and shall remain the sole property of ZabrLabs and/or its licensors. No rights are granted to the Merchant except the limited right of use expressly set out in this Agreement.

9.2 The Merchant retains ownership of its Merchant Content and its own Intellectual Property Rights. The Merchant grants ZabrLabs a non-exclusive, royalty-free, worldwide licence to host, store, use, reproduce, display, publish and distribute the Merchant Content to the extent necessary to provide and operate the Platform and the Services, and to market and promote the Store and the Platform.

9.3 The Merchant represents and warrants that its Merchant Content and Products do not infringe or misappropriate any third-party Intellectual Property Rights or other rights, and shall be solely responsible for, and shall indemnify ZabrLabs against, any claim of such infringement.

9.4 The Merchant shall not use ZabrLabs' name, trademarks or branding except as necessary to use the Services, and shall not remove, obscure or alter any proprietary notices on the Platform.

10. Data Protection and Privacy

10.1 Each Party shall comply with the DPDP Law and other Applicable Laws in relation to the personal data it processes under or in connection with this Agreement.

10.2 As between the Parties, the Merchant is the Data Fiduciary in respect of the personal data of its End Customers collected through its Store, and is responsible for obtaining valid consent, providing a compliant privacy notice, and honouring data-principal rights. Where ZabrLabs processes such personal data on the Merchant's behalf to provide the Services, it does so as a Data Processor, and the Parties shall comply with the data-processing safeguards required under the DPDP Law.

10.3 ZabrLabs is the Data Fiduciary in respect of the Merchant's own account and business data and platform-usage data. The Merchant acknowledges and agrees that ZabrLabs may collect and process data generated on the Platform to provide, secure, maintain and improve the Services, to generate aggregated and/or anonymised analytics and insights, and to detect, prevent and investigate fraud, abuse, security incidents and other unlawful or prohibited activity.

10.4 ZabrLabs shall implement reasonable security safeguards to protect personal data in its control. In the event of a personal-data breach, each Party shall cooperate and provide reasonable assistance to enable the other to meet its notification and other obligations under the DPDP Law (including breach notification within the timelines prescribed).

10.5 The Merchant shall not use any personal data obtained through the Platform for any purpose other than fulfilling Orders and its lawful obligations to End Customers, and shall not sell, rent or misuse such data.

11. Compliance with Laws and Grievance Redressal

11.1 Each Party shall comply with all Applicable Laws in performing its obligations under this Agreement. The Merchant, being the seller of record, bears primary responsibility for compliance in respect of its Products, listings, sales, advertising, taxation and dealings with End Customers.

11.2 ZabrLabs shall maintain a grievance-redressal mechanism and shall display/publish the details of its Grievance Officer and the required entity and seller information in accordance with the Consumer Protection (E-Commerce) Rules, 2020 and the Information Technology Act, 2000 and rules thereunder. Complaints relating to Products, delivery, returns or refunds shall be routed to and resolved by the Merchant within the timelines set out in Annexure C and required by Applicable Law.

11.3 The Merchant shall, upon request, promptly provide ZabrLabs with accurate seller, product and transaction information required for regulatory display, disclosure or reporting, and shall provide undertakings as to Product authenticity where required.

12. Confidentiality

12.1 “Confidential Information” means all non-public information disclosed by one Party (“Disclosing Party”) to the other (“Receiving Party”) that is designated as confidential or that a reasonable person would understand to be confidential, including business, technical, financial, customer, pricing and product information, and the terms of this Agreement.

12.2 The Receiving Party shall keep Confidential Information confidential, use it only to perform this Agreement, and not disclose it to any third party except to its personnel and advisers on a need-to-know basis under equivalent obligations. This does not apply to information that is or becomes public other than by breach, is independently developed, is rightfully received from a third party, or is required to be disclosed by Applicable Law or an Authority (with notice where lawful).

12.3 Upon termination or on request, the Receiving Party shall return or destroy the Disclosing Party’s Confidential Information, subject to retention required by Applicable Law. This Clause survives termination.

13. Representations and Warranties

13.1 Each Party represents and warrants that it has the full power and authority to enter into and perform this Agreement, and that doing so does not violate any Applicable Law or any other agreement binding on it.

13.2 The Merchant further represents, warrants and covenants that: (a) it is validly constituted / legally competent to contract; (b) it holds all licences and registrations required for its Products and business; (c) all Products are genuine, lawful and safe, and comply with Applicable Law; (d) all information and documents provided are true, accurate and its own; (e) it will use the Platform and Services only for lawful purposes and in compliance with this Agreement; and (f) it will not sell any Prohibited or Restricted Product.

13.3 Except as expressly stated in this Agreement, ZabrLabs makes no representations or warranties of any kind, whether express or implied, regarding the Platform or Services, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted or error-free operation.

14. Indemnity

14.1 The Merchant (“Indemnifying Party”) shall indemnify, defend and hold harmless ZabrLabs and its partners, affiliates, officers, directors, employees, agents, service providers and representatives (“Indemnified Parties”) from and against all claims, demands, actions, proceedings, liabilities, losses, damages, penalties, costs, interest and expenses (including legal fees) arising out of or in connection with:

(a) the Products, including their sale, quality, safety, defects, warranty, delivery, returns, refunds, description, pricing, packaging, recall, or any injury, loss or damage caused by them;

(b) any breach by the Merchant of this Agreement, any Applicable Law, or any rights of any third party (including Intellectual Property Rights);

(c) any claim, complaint or action by an End Customer, consumer forum, Authority or third party in relation to the Merchant's Products, Store, sales, advertising or conduct;

(d) the collection, recovery or remittance of payments (including COD) in accordance with the Merchant's instructions;

(e) any tax, duty, cess, levy or statutory charge relating to the Merchant's Products or sales; and

(f) any listing or sale of a Prohibited or Restricted Product, or any counterfeit, fraudulent or unlawful activity by the Merchant.

14.2 ZabrLabs shall notify the Merchant of any such claim, and the Merchant shall, at its cost, provide all reasonable assistance and cooperation. This Clause survives termination.

15. Limitation of Liability and Disclaimers

15.1 The Merchant acknowledges that its use of the Platform and Services is at its own risk, and that the Platform and Services are provided on an "as is" and "as available" basis.

15.2 ZabrLabs and the Indemnified Parties shall not be liable for any indirect, incidental, special, consequential, punitive or exemplary damages, or for any loss of profits, revenue, business, goodwill, data or anticipated savings, howsoever arising, even if advised of the possibility of such damages.

15.3 Without prejudice to Clauses 2, 6 and 7, ZabrLabs shall not be liable for the acts or omissions of any PSP, LSP, End Customer, bank or other third party, or for any loss, damage, delay, non-delivery, non-payment or fraud attributable to them.

15.4 To the maximum extent permitted by Applicable Law, the total aggregate liability of ZabrLabs and the Indemnified Parties to the Merchant for all claims arising out of or in connection with this Agreement (whether in contract, tort, or otherwise) shall not exceed the total Platform Fees actually paid by the Merchant to ZabrLabs during the three (3) months immediately preceding the event giving rise to the claim, or ₹10,000 (Rupees Ten Thousand), whichever is lower.

16. Term, Suspension and Termination

16.1 This Agreement commences on the Effective Date and continues until terminated in accordance with its terms.

16.2 Either Party may terminate this Agreement for convenience by giving thirty (30) days' prior written notice, subject to completion of pending Orders, settlements and dues.

16.3 ZabrLabs may suspend, restrict, de-list or terminate the Merchant's account and/or this Agreement, in whole or in part, with immediate effect and without liability, if: (a) the Merchant breaches this Agreement or any Applicable Law; (b) the Merchant lists or sells a Prohibited or Restricted Product or a counterfeit, spurious or unlawful Product; (c) the Merchant engages in fraud, misuse, or activity that may cause legal liability or reputational harm to ZabrLabs; (d) any amount remains unpaid or overdue; (e) required by an Authority, a PSP or an LSP; or (f) the Merchant provides false information or fails KYC.

16.4 Upon termination or expiry: (a) the Merchant's right to use the Platform ceases; (b) all accrued amounts become immediately due and payable, and ZabrLabs may deduct/set off its dues, fees and freight from any COD amounts, settlements or security before remitting the balance (subject to reconciliation and completion of pending Transactions); (c) if the available amounts fall short of the outstanding dues, the Merchant shall pay the shortfall promptly; and (d) each Party shall return or destroy the other's Confidential Information, subject to retention required by Applicable Law.

16.5 Clauses that by their nature are intended to survive termination (including Confidentiality, Intellectual Property, Data Protection, Indemnity, Limitation of Liability, Dispute Resolution and this Clause) shall survive.

17. Prohibited Conduct, Misuse and Penalties

17.1 The Merchant shall not misuse the Platform or Services, including by listing or selling Prohibited or Restricted Products, dealing in counterfeit, pirated, fraudulent or misrepresented Products, creating multiple/false accounts, infringing Intellectual Property Rights, or engaging in any unlawful, deceptive or harmful conduct.

17.2 Without prejudice to its other rights and remedies, if ZabrLabs believes (in its reasonable determination) that the Merchant has breached this Clause, ZabrLabs may: (a) suspend, de-list, blacklist or terminate the Merchant's account; (b) retain and/or set off the Merchant's COD amounts, settlements and any security/deposit; (c) seize and/or dispose of infringing/prohibited items in accordance with Applicable Law; (d) report the matter to the appropriate Authority; and/or (e) levy liquidated damages of ₹1,00,000 (Rupees One Lakh) per incident, or the actual loss/expense (including legal costs and goodwill loss) if higher, together with applicable taxes.

17.3 The Merchant acknowledges that such amounts represent a genuine pre-estimate of the loss likely to be suffered by ZabrLabs and are in addition to any other liability of the Merchant under this Agreement or Applicable Law.

18. Force Majeure

18.1 Neither Party shall be liable for any failure or delay in performing its obligations (other than payment obligations already accrued) to the extent caused by an event beyond its reasonable control, including acts of God, natural disasters, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, strikes, failure of utilities, internet or telecommunications, or governmental action or restriction ("Force Majeure"). The affected Party shall notify the other without undue delay and use reasonable efforts to mitigate and resume performance.

19. Governing Law and Dispute Resolution

19.1 This Agreement shall be governed by and construed in accordance with the laws of India.

19.2 The Parties shall first attempt to resolve any dispute amicably through good-faith discussions. Failing resolution within thirty (30) days, the dispute shall be finally resolved by arbitration by a sole arbitrator appointed by ZabrLabs, conducted under the Arbitration and Conciliation Act, 1996 (as amended). The seat and venue of arbitration shall be Mumbai, and the language shall be English.

19.3 Subject to arbitration, the courts at Mumbai shall have exclusive jurisdiction. Nothing herein prevents a Party from seeking urgent interim or injunctive relief from a court of competent jurisdiction.

20. Miscellaneous

20.1 **Amendments.** ZabrLabs may modify this Agreement or its policies, SOPs and SLAs from time to time by posting the updated terms on Zabr.in or notifying the Merchant (including on the dashboard or by email), with prior notice of seven (7) days for material changes. Continued use of the Platform after the effective date constitutes acceptance. Any Annexure or specific terms shall, unless stated otherwise, prevail over the general terms to the extent of any conflict.

20.2 **Notices.** Notices shall be in writing and delivered by hand, courier or email to the addresses/email IDs recorded by the Parties (in the case of ZabrLabs, to legal@zabrlabs.com), and shall be deemed delivered upon receipt or, for email, upon being sent (absent a bounce-back). Each Party shall keep its contact details updated.

20.3 **Assignment.** The Merchant shall not assign or transfer this Agreement or any rights hereunder without ZabrLabs' prior written consent. ZabrLabs may assign this Agreement to an affiliate or successor.

20.4 **Entire agreement.** This Agreement, together with its Annexures and the on-boarding record, constitutes the entire agreement between the Parties on its subject matter and supersedes all prior understandings, whether written or oral.

20.5 **Severability.** If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force, and the Parties shall replace the affected provision with a valid one achieving, as far as possible, the same commercial intent.

20.6 **Waiver and remedies.** No failure or delay in exercising any right shall operate as a waiver, and the Parties' rights and remedies are cumulative and in addition to those under Applicable Law.

20.7 **No partnership or agency.** Nothing herein creates a partnership, joint venture, agency or employment relationship, or authorises either Party to bind the other.

20.8 **Non-solicitation and non-disparagement.** During the term and for twelve (12) months thereafter, neither Party shall knowingly solicit the employees of the other so as to induce them to leave; and neither Party shall make false or defamatory statements about the other.

20.9 **Counterparts and electronic acceptance.** This Agreement may be accepted electronically and/or executed in counterparts, each of which is an original and together one instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives as of the Effective Date.

For and on behalf of
ZABRLABS LLP
(the Company / Platform)

_____
Name: _____
Designation: Designated Partner
(Authorised Signatory, duly authorised)
Date: _____

Signature & Company Seal
(affix stamp here)

For the MERCHANT
(the Seller)

_____
Name: _____
Designation: _____
Business/Legal Name: _____
GSTIN: _____
Date: _____

Signature & Company Seal
(affix stamp here)

ANNEXURE A

PROHIBITED AND RESTRICTED PRODUCTS

The Merchant shall not list, sell, ship or facilitate the sale of any of the following (indicative and non-exhaustive) items, or any item prohibited or restricted under Applicable Law. ZabrLabs may update this list from time to time:

- Narcotic drugs, psychotropic substances, and drug paraphernalia;
- Arms, ammunition, firearms, explosives, weapons and military or defence equipment;
- Hazardous, flammable, radioactive, toxic or corrosive materials and dangerous goods (including as classified by DGCA / IATA / ICAO);
- Counterfeit, pirated, replica, cloned, stolen or IP-infringing goods, and goods with misrepresented origin or quality;
- Currency, bearer instruments, uncrossed cheques/drafts, and unauthorised financial instruments;
- Precious metals, precious/semi-precious stones and bullion (artificial/fashion jewellery may be permitted subject to Applicable Law);
- Prescription drugs, controlled medicines and medical devices sold without requisite authorisation;
- Human organs, blood, remains, and live animals or regulated wildlife/products;
- Tobacco, alcohol, e-cigarettes and related products where restricted or prohibited;
- Obscene, pornographic or child-sexual-abuse material, and any content that is unlawful, obscene or harmful;
- Goods that are non-compliant with the Legal Metrology Act, 2009 or lacking mandatory declarations;
- Any goods or services banned, restricted or requiring a licence the Merchant does not hold, under Applicable Law.

ANNEXURE B
FEE SCHEDULE

The following fees apply to the Merchant's use of the Platform. Where a value is not stated below, the fee shall be as published on the Zabr.in pricing page and/or the Merchant dashboard, and/or as mutually agreed in writing. All fees are exclusive of applicable taxes (including GST).

Fee / Charge	Amount / Basis
Subscription / Platform Fee	As per Zabr.in plan selected / as agreed
Commission / Transaction Fee	As per Zabr.in pricing / category / as agreed
Payment Gateway / PSP Charges	As per the applicable PSP's rate card
Logistics / Shipping Charges	As per the applicable LSP's rate card
COD Handling Charges	As per Zabr.in pricing / LSP rate card
RTO / Return Charges	As per the applicable LSP's rate card
Add-on Services	As per Zabr.in pricing
Applicable Taxes (incl. GST)	Extra, as applicable under law

Note: ZabrLabs may revise fees on seven (7) days' prior notice, as set out in Clause 8.

ANNEXURE C

GRIEVANCE REDRESSAL

In accordance with the Consumer Protection (E-Commerce) Rules, 2020 and the Information Technology Act, 2000 and rules thereunder, the following grievance-redressal mechanism applies:

- **Grievance Officer (ZabrLabs LLP):** Mr. Shaikh Zakiruddin
- **Grievance Email:** grievance@zabrlabs.com
- **Merchant / Operational Support:** support@zabrlabs.com
- **Legal Notices:** legal@zabrlabs.com
- **Phone:** +91 90822 03667
- **Address:** B-1, Room No. 210, Shivshahi Parkalp (SPPL Colony), Near Mantri Park, Goregaon East, Mumbai – 400065
- Acknowledgement of a complaint will be provided within forty-eight (48) hours, and the complaint will ordinarily be resolved within one (1) month of receipt (or such period as required by Applicable Law).
- Complaints relating to Products, delivery, returns, refunds or quality shall be routed to and resolved by the Merchant, who shall respond within the timelines required by Applicable Law.
- The Merchant shall designate a contact person for grievance-handling and shall keep such details updated with ZabrLabs.

This Agreement (including its Annexures) should be read together with the policies, SOPs and SLAs published on Zabr.in, as updated from time to time.