

## **GLOBALPRIDE**

### **PRODUCTS POLICY, TERMS AND CONDITION OF SERVICES**

#### **GENERAL OVERVIEW**

GLOBAL PRIDE is an online platform where users can do shopping, pay bills and connect to their choice Vendors/ suppliers / service providers, anywhere and anytime. In case of emergency you can also contact our service providers for support and help. The platform gives suppliers and service providers who have existing and verifiable Businesses the opportunity to become an active participant in the website. We ensure prompt execution of all transactions within possible shortest time of ordering for goods or services

Global Pride was designed with a view to meeting users' needs promptly by connecting the users to their choice suppliers and service providers. Users will be able to control and determine where and when to buy, do their job and Suppliers / Service provider on the other hand are given the tool that enables them become an active participant in the platform space without having to own a website or have any delivery facility.

The program also aimed at supporting individuals who want to start and grow their own business, go to school, acquire assets such as electronics, household appliances, keke (tricycles), Okada (motorcycle), motor vehicles, Generators, travelling abroad, houses etc but lack the fund to do so.

Are you interested in any of the above? Is funding them a problem? If your answer is YES. SIGN UP NOW!!! at [www.globalprideng.com](http://www.globalprideng.com)

#### **HOW DOES IT WORK**

Interested individual should sign up and start buying any of the products and Services. The more you buy the more the chance of your wining or getting our Empowerment support/ grants. Terms and condition apply. Every individual have a chance to win and be supported with any of the items listed above or its cash equivalent on a monthly basis.

## **THE POLICY**

The Policy ("Terms and Conditions") apply to the Site, and all of its divisions, subsidiaries, and affiliate operated Internet sites that reference these Terms and Conditions. For the purposes of this website and terms, "we", "us" and "our" all refer to [globalprideng.com](http://globalprideng.com)

The Site reserves the right, to change, modify, add, or remove portions of both the Terms and Conditions of Use and the Terms and Conditions of Sale at any time. Changes will be effective when posted on the Site with no other notice provided. Please check these Terms and Conditions regularly for updates. Your continued use of the Site following the posting of changes to these Terms and Conditions constitutes your acceptance of those changes.

Kindly read the Terms and Conditions listed below diligently prior to using this website as your use of the website indicates your agreement to be wholly bound by its Terms and Conditions without modification. These Terms and Conditions fully govern the use of this website. No extrinsic evidence, whether oral or written, will be incorporated.

## **USE OF THE SITE.**

You confirm that you are at least 18 years of age or are accessing the Site under the supervision of a parent or legal guardian.

Both parties agree that this website may only be used in accordance with these Terms and Conditions of Use. If you do not agree with the Terms and Conditions (Use of Site) or do not wish to be bound by them, you agree to refrain from using this website.

We grant you a non-transferable, revocable and non-exclusive license to use this Site, in accordance with the Terms and Conditions (Use of Site), for such things as: shopping for personal items sold on the site, gathering prior information regarding our products and services and making purchases. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. These Terms and Conditions (Use of Site) specifically prohibit actions such as: accessing our servers or internal computer systems, interfering in any way with the functionality of this website, gathering, copying or altering any underlying software code, infringing any intellectual property rights. This list is non-exhaustive and similar actions are also strictly prohibited.

Any breach of these Terms and Conditions (Use of Site) shall result in the immediate revocation of the license granted in this paragraph without prior notice to you. Should we determine at our sole discretion that you are in breach of any of these conditions, we reserve the right to deny you access to this website and its contents and do so without prejudice to any available remedies at law or otherwise.

Certain services and related features that may be made available on the Site may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Site is solely responsible for keeping passwords and other account identifiers safe and secure.

The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

### **HOW TO PLACE AN ORDER**

Search for any item using the search bar, add to your cart, Then Make payment for the orders. **Please note that payment on delivery basis is only for our registered customers with credibility and verifiable address. (please contact admin for details)**

### **HOW TO TRACK YOUR ORDER**

Once an order is placed, our operation department will notify you at each stages of your order until the point of delivery. However, you can always contact us using any of our contact means about your order.

### **OUR PRODUCTS**

***BILL AND GOVERNMENT PAYMENT:*** We are an online platform where you can pay bill such as purchase of recharge card, data, electricity, DSTV, GOTV, Star time, WAEC, JAMB, etc, you can also pay for all federal and state Government taxes, fees and levies.

***ECOMMERCE AND MARKET PLACE:*** We are also an ecommerce platform where you can purchase all your electronics, home and office appliances,

fashions, phone and computers, automobile parts, health and beauty, baby product etc on the go. We deliver to you directly.

**EMERGENCY HELP:** We also engaged in the service of emergency help where users are connected to their choice service providers in case of emergency for help, anywhere and anytime.

## **MODE OF PAYMENT**

Our online Shopping platform is **payment before delivery**. Only serious buyer are welcomed. Great and easy online payment which guarantees you the safest online shopping payment method, allowing you to make stress free payments. However, if you wish to buy adopting payment on delivery, you also have the option to make your payment on delivery for extra convenience but **It should be noted that our payment on delivery method is strictly for registered, existing, consistence and reliable buyers with a verifiable address.** (Contact admin for details.) Such buyers should ensure payment are made as prompt as possible on delivery.

## **GENERAL TERMS AND CONDITIONS OF USE OF THE MARKETPLACE**

### **Introduction**

GLOBAL PRIDE PROFESSIONAL SOLUTIONS (“**Global Pride**” or “**we**”) operates an e-commerce platform consisting of a website and mobile application (“**marketplace**”), together with supporting logistics and payment infrastructure, for the sale and purchase of consumer products in Nigeria (“**territory**”).

These general terms and conditions shall apply to buyers and sellers on the marketplace and shall govern your use of the marketplace and related services.

By using our marketplace, you accept these general terms and conditions in full. If you disagree with these general terms and conditions or any part of these general terms and conditions, you must not use our marketplace.

If you use our marketplace in the course of a business or other organizational project, then by so doing you:

- confirm that you have obtained the necessary authority to agree to these general terms and conditions;
- bind both yourself and the person, company or other legal entity that operates that business or organizational project, to these general terms and conditions; and
- agree that "you" in these general terms and conditions shall reference both the individual user and the relevant person, company or legal entity unless the context requires otherwise.

## **Registration and account**

You may not register with our marketplace if you are under 18 years of age (by using our marketplace or agreeing to these general terms and conditions, you warrant and represent to us that you are at least 18 years of age).

You may register for an account with our marketplace by completing and submitting the registration form on our marketplace.

You represent and warrant that all information provided in the registration form is complete and accurate.

If you register for an account with our marketplace, you will be asked to provide your full name, an email address/ and password and you agree to:

- keep your password confidential;
- notify us in writing immediately if you become aware of any disclosure of your password; and
- Be responsible for any activity on our marketplace arising out of any failure to keep your password confidential, and that you may be held liable for any losses arising out of such a failure.

Your account shall be used exclusively by you and you shall not transfer your account to any third party. If you authorize any third party to manage your account on your behalf this shall be at your own risk.

We may suspend or cancel your account, and/or edit your account details, at any time in our sole discretion and without notice or explanation, providing that if we cancel any products or services you have paid for but not received, and you have not breached these general terms and conditions, we will refund you in respect of the same.

You may cancel your account on our marketplace in line with the above paragraph.

## **Terms and conditions of sale**

You acknowledge and agree that:

- the marketplace provides an online location for sellers to sell and buyers to purchase products;
- we shall accept binding sales, on behalf of sellers, but Global Pride is not a party to the transaction between the seller and the buyer; and
- a contract for the sale and purchase of a product or products will come into force between the buyer and seller, and accordingly you commit to buying or selling the relevant product or products, upon the buyer's confirmation of purchase via the marketplace.

Subject to these general terms and conditions, the seller's terms of business shall govern the contract for sale and purchase between the buyer and the seller. Notwithstanding this, the following provisions will be incorporated into the contract of sale and purchase between the buyer and the seller:

- The price for a product will be as stated in the relevant product listing;
- The price for the product must include all taxes and comply with applicable laws in force from time to time;

Delivery charges, packaging charges, handling charges, administrative charges, insurance costs, other ancillary costs and charges shall be charged and payable by the buyer depending on the weight and distance.

*(Please note that the delivery charges of the goods or items on the platform does not necessarily represent the actual charges.)*

products must be of satisfactory quality, fit and safe for any purpose specified in, and conform in all material respects to, the product listing and any other description of the products supplied or made available by the seller to the buyer; and

He seller warrants that the seller has good title to, and is the sole legal and beneficial owner of, the products, and that the products are not subject to any third party rights or restrictions including in respect of third party

intellectual property rights and/or any criminal, insolvency or tax investigation or proceedings.

## **Return and Refund Policy**

Most of our product are covered by warrantee. Hence, we have zero tolerance policy for Returns of products by buyers and acceptance of returned products by sellers shall be managed in accordance.

**However, we offer an easy return and refund policy of 5 days on any items that meet the requirement of products for return, our customer satisfaction is our priority.**

- **Send a Complaint with detail information** including pictures of the product that was delivered to [globalprideworld@gmail.com](mailto:globalprideworld@gmail.com) as a means of evidence.
- **Return after Authorization will be confirmed** once your claim is validated, we will provide information on the most suitable means of getting the item from you.
- You will get Resolution **Once the item has been received by the seller, we will ensure you get a resolution (A replacement, exchange or refund).**

**Should you have a complain after the 5 days return and refund timeframe has elapsed** you may contact us for assistance.

Please note that you will be responsible for the Policy cost and cost of repair (where the defect is not covered by the suppliers warranty agreement). Global pride will not replace or issue refund for items that fall into the following category.



## **Items not eligible for Returns**

- Products that have been altered, cut or partly consumed from their original or opened by unauthorized personnel without permission.
- Product with tampered or missing serial Universal Product Code numbers (UPC).
- Perishable goods cannot be returned except a valid reason is raised at the point of delivery with affirmation from the dispatcher.
- Products damaged due to misuse.
- Products in vegetable, birds, fruit and fishes categories.

## **Global Pride's role as a marketplace**

You acknowledge that:

- we do not confirm the identity of all marketplace users, check their credit worthiness or bona fides, or otherwise vet them;
  - we do not check, audit or monitor all information contained in listings;
  - we are not party to any contract for the sale or purchase of products advertised on the marketplace;
  - we are not involved in any transaction between a buyer and a seller in any way, save that we facilitate a marketplace for buyers and sellers and process payments on behalf of sellers;
- 
- we are not the agents for any buyer or seller and accordingly we will not be liable to any person in relation to the offer of sale or purchase of any products advertised on our marketplace;
  - Furthermore we are not responsible for the enforcement of any contractual obligations arising out of a contract for the sale or purchase of any products and we will have no obligation to mediate between the parties to any such contract.

We do not warrant or represent:

- the completeness or accuracy of the information published on our marketplace;
- that the material on the marketplace is up to date
- that the marketplace will operate without fault; or
- that the marketplace or any service on the marketplace will remain available.

We reserve the right to discontinue or alter any or all of our marketplace services, and to stop publishing our marketplace, at any time in our sole discretion without notice or explanation; and you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any marketplace services, or if we stop publishing the marketplace.

We do not guarantee any commercial results concerning the use of the marketplace.

To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these general terms and conditions, our marketplace and the use of our marketplace.

## **Limitations and exclusions of liability**

Nothing in these general terms and conditions will:

- Limit any liabilities in any way that is not permitted under applicable law; or
- Exclude any liabilities or statutory rights that may not be excluded under applicable law.

The limitations and exclusions of liability set out in these general terms and conditions: are subject to all liabilities arising under these general terms and conditions or relating to the subject matter of these general terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these general terms and conditions.

In respect of the services offered to you free of charge we will not be liable to you for any loss or damage of any nature whatsoever.

Our aggregate liability to you in respect of any contract to provide services to you under these general terms and conditions shall not exceed the total amount paid and payable to us under the contract. Each separate transaction on the marketplace shall constitute a separate contract for the purpose of this terms and conditions

Notwithstanding the above, we will not be liable to you for any loss or damage of any nature, including in respect of:

- any losses occasioned by any interruption or dysfunction to the website;
- any losses arising out of any event or events beyond our reasonable control;
- any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill;
- any loss or corruption of any data, database or software; or
- any special, indirect or consequential loss or damage.

We accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a business entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the marketplace or these general terms and conditions (this will not limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

Our marketplace includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations. We have no control over third party websites and their contents, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Indemnification**

You hereby indemnify us, and undertake to keep us indemnified, against:

any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to any third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our marketplace or any breach by you of any provision of these general terms and conditions or the Global Pride codes, policies or guidelines; and

any VAT liability or other tax liability that we may incur in relation to any sale, supply or purchase made through our marketplace, where that liability

arises out of your failure to pay, withhold, declare or register to pay any VAT or other tax properly due in any jurisdiction.

### **Breaches of these general terms and conditions**

If we permit the registration of an account on our marketplace it will remain open indefinitely, subject to these general terms and conditions.

If you breach these general terms and conditions, or if we reasonably suspect that you have breached these general terms and conditions or any Global Pride codes, policies or guidelines in any way we may:

- temporarily suspend your access to our marketplace;
- permanently prohibit you from accessing our marketplace;
- block computers using your IP address from accessing our marketplace;
- contact any or all of your internet service providers and request that they block your access to our marketplace;
- suspend or delete your account on our marketplace; and/or
- commence legal action against you, whether for breach of contract or otherwise.

Where we suspend, prohibit or block your access to our marketplace or a part of our marketplace you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

### **Entire agreement**

These general terms and conditions and the Global Pride codes, policies and guidelines (and in respect of sellers the seller terms and conditions) shall constitute the entire agreement between you and us in relation to your use of our marketplace and shall supersede all previous agreements between you and us in relation to your use of our marketplace.

### **Hierarchy**

Should these general terms and conditions, the seller terms and conditions, and the Global Pride codes, policies and guidelines be in conflict, these terms and conditions, the seller terms and conditions and the Global Pride codes, policies and guidelines shall prevail in the order here stated.

## **Variation**

We may revise these general terms and conditions, the seller terms and conditions, and the Global Pride codes, policies and guidelines from time to time.

The revised general terms and conditions shall apply from the date of publication on the marketplace.

## **Severability**

If a provision of these general terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of these general terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **Assignment**

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these general terms and conditions.

You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these general terms and conditions.

## **Third party rights**

A contract under these general terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under a contract under these general terms and conditions is not subject to the consent of any third party.

## **Law and jurisdiction**

These general terms and conditions shall be governed by and construed in accordance with the laws of the territory. Any disputes relating to these

general terms and conditions shall be subject to the exclusive jurisdiction of the courts of the territory.

### **Our company details**

The marketplace is operated by GLOBAL PRIDE PROFESSIONAL SOLUTIONS. We are registered in Nigeria under registration number BN-2248192, and our head office is at 2, Adewumi Estate, Oregun, Ikeja, Lagos. You can contact us by using our marketplace contact form.

## **The Seller Terms and Conditions are as follows**

### **Introduction**

GLOBAL PRIDE PROFESSIONAL SOLUTIONS (“**Global Pride**” or “**we**”) operates an e-commerce platform consisting of a website and mobile application (“**marketplace**”), together with supporting logistics and payment infrastructure, for the sale and purchase of consumer products in Nigeria (“**territory**”).

These seller terms and conditions shall apply to all sellers / Vendors /suppliers / service providers on the marketplace, together with our general terms and conditions of the use of marketplace.

If you register with our marketplace as a sellers / Vendors /suppliers / service providers:

- You accept these terms and conditions, the general terms and conditions, and the Global Pride codes, policies and guidelines, and as may be amended by Global Pride from time to time and which form an integral part of the terms upon which you may use the marketplace;

- we will ask you to expressly agree to these terms and conditions; the general terms and conditions; and the Global Pride Codes policies and guidelines, by clicking to confirm that you agree (and such electronic signature shall be considered as an original signature for all purposes); and/or by physical signature, if required by the laws of the territory.

You may not register with our marketplace as a sellers / Vendors /suppliers / service providers, if you are an employee of Global Pride or a family member of an employee of Global Pride, unless Global Pride has approved the registration pursuant to its conflict of interest procedures.

### **Accredited stores**

If you register with our marketplace as a sellers / Vendors /suppliers / service providers you will be able to sell using our platform.

Seller stores that are submitted may be reviewed for approval, at Global Pride's discretion, before they are operational.

You shall be solely responsible for your store, listings and products and you hereby agree that:

- You shall obtain any licenses required for sale of your products and services on the marketplace; and
- To the extent required by applicable law, you shall register with relevant tax authorities and pay all relevant taxes in relation to your product sales.

You understand and agree that you may only open more than one Seller Centre account for a legitimate business reason and this shall be determined at Global Pride's discretion. You shall notify Global Pride if you (or a person or entity related to you) opens a Seller Centre account.

You shall conduct your business on the marketplace:

with skill and care, and by co-operating with and acting in good faith towards Global Pride and the buyers;

in compliance with the Global Pride Partner Code of Conduct, and other Global Pride codes, policies and guidelines as published on the marketplace from time to time;

- in accordance with ethical business practices and industry best practice; and



- in compliance with all applicable laws in force from time to time, including, without limitation (i) all laws, statutes, regulations and other enactments of the territory (ii) the U.S. Foreign Corrupt Practices Act; U.K. Bribery Act; (iv) all other anti-bribery and corruption, anti-money laundering and anti-terrorism laws; and (v) any trade or export sanctions or restrictions imposed by the United States, the United Kingdom, the European Union and/or the United Nations.
- Without prejudice to our other rights, we reserve the right to reject, unpublished and/or delete any seller store that breaches these seller terms and conditions, the general terms and conditions, or any Global Pride codes, policies and guidelines.

### **Product listings**

You shall be responsible for listing your products on the marketplace by **uploading to the Seller Centre** a completed product page which shall include prices, detailed information, specifications and images in respect of each product.

You may not publish more than one listing in respect of each product.

You agree to be solely responsible for all listings submitted to our marketplace and you agree that all listings must:

- constitute bona fide listings relating to products that comply with the categories and rules set out on the above
- comply with the rules on content in the general terms and conditions and further particularised in the Content and Image Guidelines; and
- include all such information, specifications and guidelines as may be required pursuant to all applicable laws and regulations, including in respect of consumer protection.

Listings that are submitted may be individually reviewed and approved, at Global Pride's discretion, before they are published on the marketplace, and you acknowledge and agree there may be a lead time between submission of the product page to the Seller Centre and the publishing of the Product page on the marketplace due to time required for Global Pride quality control operations.

Without prejudice to our other rights, we reserve the right to reject, unpublished and/or delete any listings that breach these seller terms and conditions, the general terms and conditions or any Global Pride codes, policies or guidelines.

You acknowledge and agree that:

- notwithstanding that we may approve any listings, you shall be fully responsible for the same; and
- we reserve the right to impose penalties for breach of this section 3, without prejudice to our other rights.

You must keep your listings up to date. In particular, you must deactivate any listings in respect of products that have ceased to be available.

### **The products**

The only products that may be the subject of a listing on our marketplace are products falling within the product categories specified on the marketplace.

You must not advertise, buy, sell or supply through our marketplace any product that:

- breaches any laws or regulations, or infringes any person's intellectual property rights or other rights, or gives rise to a cause of action against any person, in each case in any jurisdiction and under any applicable law;
- consists of or contains material that would, if published on our marketplace by you, contravene the rules on content in the general terms and conditions; or
- is or relates to: drugs, narcotics, steroids or controlled substances; pornography; obscene, indecent or sexually explicit materials; swords, firearms or other weapons; ammunition for any weapon; or items that are otherwise prohibited pursuant to the Prohibited and Restricted Products Policy, as may be amended from time to time, or any applicable law.

We operate a zero tolerance approach to counterfeit products and any attempt to sell counterfeit products on the marketplace, or other breach of our Anti-Counterfeit Policy may result in the penalties specified in the Seller Penalty Policy which include financial penalties, permanently prohibiting you from using the marketplace, and potentially in prosecution.

Promptly, following receipt of a written request from us, you must supply to us any information and documentation that we may reasonably request in order to verify the authenticity of products.

### **Pricing**

All prices of products shall be stated inclusive of VAT and any other tax applicable to the transaction and in the currency of the territory.

You shall be solely responsible for setting the price of your products on the marketplace, which may be amended through the Seller Centre from time to time, including for the purpose of any seasonal or other discounts.

The pricing of your products shall comply with all applicable laws, including competition laws.

### **Fulfilment, packaging and delivery**

Upon receipt of a confirmation of sale from Global Pride, you shall:

- process the order by packing and labeling the product(s) in accordance with the Packaging Guidelines; and
- deliver the products to our **drop off point** in accordance with the timelines, opening hours and procedures specified in the Delivery Guidelines.

The above shall not apply in the event that you request, and we approve in writing, delivery by consignment, which shall be managed in accordance with the Global Pride Guidelines.

We may inspect any or all products we receive and we reserve the right to return to you any product that fails to meet the packaging requirements set out in the Packaging Guidelines or that fails to pass our quality control checks or any other product requirements set out at section 4.

You shall retain title to and ownership of the products until such time as the products are paid for in full by the buyer to Global Pride and delivered to the buyer. Upon delivery to the buyer, ownership of the products shall vest in the buyer.

We shall bear the risk of loss or damage to the products upon receipt and until delivery to the buyer. Our liability to you in respect of your products in our possession pursuant to this terms and condition shall be limited to the cost price of the products and shall be subject to the further limitations and exclusions on liability provided in the general terms and conditions.

Without prejudice to all our rights, we may charge you penalties in respect of breaches of the Packaging Guidelines or the Delivery Guidelines. The amount of the penalties that may be charged pursuant to this term and conditions shall be stated in the Seller Penalty Policy.

### **Value added services**

You may subscribe through the Seller's Centre for value added services which may be available from time to time, including but not limited to:

- warehousing and fulfilment services, as provided by the Global Pride Guidelines; and marketing and promotional services.

In order to subscribe for any value added services you may be required to expressly agree to additional terms and conditions in respect of the same. All value added services shall be governed by any such additional terms and conditions, together with these seller terms and conditions, the general terms and conditions, and the Global Pride codes, policies and guidelines referenced herein.

Our liability to you in respect of the value added services shall be subject to the limitations and exclusions on liability provided in the general terms and conditions.

### **Commission and fees**

We shall charge you a commission in respect of each sale made on the marketplace and fees in respect of all marketplace services and any value added services, as further particularized in the commissions and fees page of Seller Centre or the relevant value added service agreement.

In case of promotion funded by Global Pride, commission may be calculated based on the selling price, being the price set by the vendor at the time of the order.

We reserve the right to charge commissions and/or fees in the event that the sale is not completed, by way of consideration for the costs of our services rendered.

We may vary commissions and/or fees from time to time, on prior notice to you, and by updating the commissions and fees page of Seller Centre. This will not affect any liability to pay commission that accrues before the new rates are posted or for services that have been previously paid.

### **VAT and other taxes**

All amounts stated on the marketplace are stated inclusive of VAT and any other taxes applicable to the transaction. The seller acknowledges that:

- commissions shall be calculated as a percentage of the selling price (being the price set by the vendor at the time of the order) inclusive of VAT and any other taxes charged to the buyer;
- commissions are inclusive of VAT and all other taxes thereon; and

in the event of any upwards revision in the rate of VAT or any other applicable taxes, the amount of the commission shall be automatically adjusted to ensure that Global Pride's net revenues remain constant. The seller may, in its discretion, revise prices accordingly as provided at platform.

The seller shall be exclusively liable in respect of all taxes applicable to the transactions entered into on the marketplace with buyers, including VAT, and shall therefore be responsible for the reporting, filing and payment of the same.

In the event any transaction consists of the importation of products for delivery to the buyer and such transaction may result in the recognition of a permanent establishment for the seller, the seller shall be responsible for complying with its tax obligations in the territory where it has created a current or future tax nexus. The seller understands and acknowledges that consignment fulfillment may create tax nexus e.g. permanent establishment.

Should a competent tax authority determine that Global Pride is liable for payment of any taxes (including stamp, excise or customs duties) in respect of the transactions, notably pursuant to the above, you hereby indemnify and hold harmless Global Pride in respect of the same. We may make tax-related deductions to payments processed by us on your behalf and remit such deducted amounts to the relevant government or tax authority.

Promptly following receipt of a written request from us, you must supply to us any information and documentation that we may reasonably request in order to identify you or facilitate our compliance with our legal obligations relating to the taxation of payments made to us or processed by us. We may supply such information and/or documentation to relevant government and tax authorities.

## **Remittances**

We shall collect payments from buyers in respect of each product purchased from the marketplace, and we shall deduct from the same our commissions and, as may be applicable, any fees, charges, taxes, penalties, refunds and any other amounts that you owe to us in respect of any business whatsoever.

We shall remit the proceeds of sale of the products, after all deductions of the above, and remit the remaining funds to you in the currency of the marketplace territory and using such payment mechanism as we may notify to you from time to time.

Evidence of payment to your nominated account shall constitute conclusive evidence of payment and receipt.

You shall be entirely responsible for ensuring that the account details that you upload to the Seller Centre are accurate and up to date, and that the account is secure. We shall not be liable for any loss or damage to you that may result from fraud or error in respect of your account.

We shall provide you with an account statement, via the Seller Center, which shall include details of all proceeds of sale of the products, deductions and remittances.

Subject to the applicable laws of the territory, we may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off. Set-off may apply across your Seller Centre accounts if you operate more than one account. For the avoidance of any doubt, the account statement in the Seller Centre shall serve as such notice of set-off.

In the event that we hold insufficient funds on your behalf for payment of any amounts that you owe us (your account is in debit):

- you shall pay the amounts you owe to us by such payment method as we may request; and
- in the event that we hold any of your products that have not been sold or that have been returned, we may dispose of such products and apply all proceeds of sale to discharge any amounts that you owe us.

We may delay or suspend payment to you in the event of investigation of a potential fraud or other breach of this agreement.

In the event that the vendor disputes any transaction or statement of account it must report its claim to Global Pride within five (5) days of the

date of the relevant transaction, failing which such claim shall be deemed to be waived.

### **Breaches of seller terms and conditions**

If we reasonably determine that you have breached these seller terms and conditions, our general terms and conditions, or any Global Pride codes, policies or guidelines, we may:

- send you one or more formal warnings;
- suspend, prohibit or block your access to our marketplace as provided in the general terms and conditions;
- apply penalties for breach as provided in our Seller Penalty Policy; and/or
- commence legal action against you, whether for breach of contract or otherwise.

We may vary the amount of the penalties for breach from time to time by updating the Seller Penalty Policy, but this will not affect any liability to pay penalties that accrue before the new amounts are posted.

The consequences of breach provided above shall also apply if:

- you fail to satisfy a minimum level of operational performance in order to provide a satisfactory buyer experience on the marketplace; or
- if you receive negative ratings and reviews.

### **Insurance**

You shall maintain in force a policy of insurance with an appropriate level of coverage in respect of your liabilities under the agreement.

### **Confidentiality and data privacy**

All information and documents concerning the conduct of business pursuant to these general terms and conditions, including information relating to business methods, procedures, policies and sales information, is strictly confidential unless it is already in the public domain. You shall not use Global Pride's confidential information for any purpose other than to perform your obligations under this Agreement and you shall not disclose Global Pride's confidential information without our prior written consent.

Sellers may not send advertising or promotional communications to buyers on the marketplace without the prior written consent of Global Pride, and

shall be directly responsible to marketplace users for any misuse of their personal data.

If Global Pride is sued, fined, or otherwise incurs expenses as a result of the seller's handling of personal data obtained through the marketplace, the seller shall indemnify Global Pride in respect of the same.

### **Miscellaneous**

These seller terms and conditions are subject to the general terms and conditions and shall be governed by and construed in accordance with the laws of the territory.

In respect of sellers operating across multiple marketplaces operated by Global Pride affiliates, each transaction shall be subject to the governing laws and jurisdiction of the territory of the marketplace on which the transaction took place.

We will ask for your express agreement to any revisions of these seller terms and conditions and the general terms and conditions within such period as we may specify; and if you do not give your express agreement to the revised versions within such period as we may specify, you shall be deemed to have consented. If you expressly reject any such revisions you may be deemed by us to have terminated the agreement and we may disable or delete your account on the marketplace.

These seller terms and conditions and, the general terms and conditions, and the Global Pride codes, policies and guidelines shall constitute the entire agreement between you and us in relation to your use of our marketplace and shall supersede all previous agreements between you and us in relation to your use of our marketplace.