

AMAZON EASY STORE TERMS AND CONDITIONS

These Amazon Easy Store Terms of Use (“Terms”) govern the access or use by you, an individual or entity or body corporate, from within any country in the world of applications, websites, content, products, and services facilitated by **Birdres Technologies Private Limited.**, a private limited company established in India, having its registered office at E 9, Connaught House, Connaught Place, New Delhi - 110001(“**Birdres**”) through its website www.birdres.com.

This document is an electronic record in terms of Information Technology Act, 2000 of India and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. By clicking on the “I ACCEPT” button, You are consenting to be bound by these Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE TERMS BEFORE YOU USE THE SITE AND SERVICES. If You do not accept any of the Terms, then you may not be able use the Site or avail any of the services being provided therein. YOUR AGREEMENT TO THESE TERMS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND BIRDRES IN RESPECT OF THE USE AND SERVICES OF THE SITE. Birdres may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services. Birdres may amend the Terms related to the Services from time to time. Amendments will be effective upon Birdres’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

1. SERVICES

1.1. The Services constitute a technology platform that enables users of Birdres’s mobile applications or websites provided as part of the Services (each, an “Application”) to be used in conjunction with designated equipment for the user to avail Amazon Easy Store program.

1.2. Amazon Seller Services Private Limited (“Amazon”) doing business as amazon.com has developed “Amazon Easy Store Shopping Programme” which is an assisted shopping programme allowing customers to walk into an Amazon Easy Store and place orders on Amazon marketplace. Birdres is authorized as “Marketing partner” of Amazon for marketing services and identify such stores to participate in Amazon Easy Store Shopping Programme.

1.3. You agree to participate in Amazon Easy Store programme through Birdres site and be designated as “Amazon easy Store” so as to help and facilitate customers who enters such Amazon easy stores to place orders for products available on Amazon site.

1.4. Birdres will not be responsible for any claims regarding any faulty product, delay in delivery, broken or damaged or torn product etc.

1.5. You agree to participate as Amazon Easy Store under the terms and conditions laid down by Amazon.com and which shall be applicable mutatis mutandis herein and follow the procedures as specified in **Annexure A hereunder**.

1.6. **Device:** In order to enable You to be designated as Amazon Easy Store and perform provide Marketing Services for Amazon under this Agreement, Amazon will provide directly or through Birdres with MPOS Devices (defined hereinafter), and You will pay Amazon license fees as described hereunder ("License to MPOS Devices") at **Annexure A**. These "License to MPOS Devices Terms" are a part of the Agreement, but, unless specifically provided otherwise, concern and apply only to You participating in License to MPOS Devices. BY REQUESTING FOR MPOS DEVICES FROM AMAZON AND/OR USING SUCH MPOS DEVICES, YOU AGREE TO BE BOUND BY THE AGREEMENT AND THE LICENSE TO MPOS DEVICES TERMS as provided under **Annexure A**.

1.7 Exclusivity: You agree and undertake that during the term of this Agreement You shall not enter into any arrangement that is similar to the arrangement or is of subject matter as contemplated under this Agreement with any entity, individual or body corporate that is engaged in the business of operating online marketplace or has an online point of presence to facilitate buying and selling of products and/or services between third party and sellers.

1.8. YOU ACKNOWLEDGE THAT BIRDRES DOES NOT PROVIDE AMAZON PRODUCTS AND MERELY FACILITATES THE USER TO AVAIL THE AMAZON EASY STORE SERVICES FROM AMAZON.COM.

2. **ELIGIBILITY**

You will be "Eligible" to use the Services only when You fulfil all of the following conditions: (i) You have attained at least 18 (eighteen) years of age, and (ii) You are competent to enter into a contract under the Applicable Laws, and (iii) fulfil eligibility criteria as provided by Amazon to participate in the Amazon Easy Store Programme. If You reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into contracts such as this Terms due to age, You must abide by such age limits.

3. **REGISTRATION AND ACCOUNT**

3.1. Upon execution of this Agreement and providing the requisite details you will be eligible for an online account on the Birdres App ("Account") for participating in Amamazon Easy Store programme through the Birdres App. Birdres App will issue an Account ID to enable you to access and use the Birdres App on a Device in accordance with this Agreement. You agree that you will maintain your Account ID in confidence and not share your Account ID with any third party. You will immediately notify of any actual or suspected breach or improper use or disclosure of your Account ID.

3.2. It is Your responsibility to check to ensure that You download the correct application for Your device. We are not liable if You do not have a compatible mobile device or if You download the wrong version of the Application for Your mobile device. We reserve the right

to terminate the Service and the use of the Application should You be using the Service or Application with an incompatible or unauthorized device.

4. **RESTRICTIONS**

You will not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Birdres; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks; or access the Birdres Application Device(s) and/or Content in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Application Device(s) and/or Content, or (c) copy any ideas, features, functions or graphics of the Application Device(s) and/or Contents.

5. **PAYMENT**

5.1. You understand that by participating in Amazon Easy Store programme you shall be eligible for fees and incentives (“Fees”) as provided by Amazon and specified in **Annexure A** wherein Birdres will facilitate payment of the Fees to You on behalf of Amazon and all such Fees will be inclusive of applicable taxes where required by law. In consideration of using Birdres Application to participate in Amazon Easy Store programme you agree to pay Birdres a percentage of your Fees as specified below or which shall be communicated to you via email or otherwise made available electronically by Birdres from time to time (“**Birdres Service Fee**”).

5.2. Birdres shall collect the Fees from Amazon and will retain its Birdres Service Fee so collected, before passing on the credit of the payment to You (i.e. payments remitted to You shall be net of Birdres Service fee and all other amounts due and recoverable in the normal course of business from You).

5.3. The Birdres Service Fee is exclusive of all applicable taxes including GST, governmental charges, levies, duties etc. All payment to You under this Agreement shall be subject to applicable withholding tax laws. You shall bear and be responsible and liable for the payment of all relevant taxes including GST, duties, levies, cess, surcharge or any other charges in relation to the Service availed by User.

5.4. Birdres Service fee will be _____% of Fees earned by You from Amazon and _____% of license fees for any MPOS device availed by you from Amazon or through Birdres.

6. **DISCLAIMER**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” BASIS. BIRDRES DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, BIRDRES MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. BIRDRES DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

7. LIMITATION OF LIABILITY

BIRDRES SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF BIRDRES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BIRDRES SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF BIRDRES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BIRDRES SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND BIRDRES’S REASONABLE CONTROL. IN NO EVENT SHALL BIRDRES’S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED RUPEES ONE THOUSAND.

BIRDRES’S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE GOODS OR LOGISTICS SERVICES WITH AMAZON, BUT YOU AGREE THAT BIRDRES HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY AMAZON OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

8. INDEMNITY

You agree to indemnify and hold Birdres and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys’ fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms or applicable laws; (iii) Birdres’s use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

9. **CONFIDENTIALITY:** You as Receiving Party shall keep in confidence the documents and information exchanged under this Agreement, as per reasonable standards of security. For the purpose of this Agreement, Confidential Information means all information acquired by You as Receiving Party hereunder that is verbal or written or tangible or proprietary and/or non-public which may be related to the past, present and future business activities of Birdres or Amazon and its Agents as Disclosing Party, including, without limitation, all information related to:(a) a Party's employees, customers, and third-party contractors; (b) a party's operational and business proposals and plans, pricing, financial information, methods, processes, code, data, lists (including customer lists), inventions, apparatus, statistics, programs, research, development, information technology, network designs, passwords, signon codes, and usage data; (c) the terms and existence of this Agreement and/or (d) any other information that is designated as confidential by Disclosing Party. All of Disclosing Party's Confidential Information, including any derivative works thereof, is, and shall remain its proprietary work. Confidential Information does not include information that is or was, at the time of the disclosure: (a) generally known or available to the public; (b) received by Receiving Party from a third-party; (c) already in Receiving Party's possession prior to the date of receipt from Disclosing Party; or (d) independently developed by Receiving Party; provided in each case that such forgoing information was not delivered to or obtained by Receiving Party as a result of any breach of Confidentiality. Receiving Party may disclose Disclosing Party's Confidential Information to the extent such disclosure is required by Law, provided that Disclosing Party is given prompt notice of such disclosure require. The Receiving Party acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement. The Receiving Party shall pay all reasonable costs, attorneys' fees and expenses that may be incurred by the Disclosing party in enforcing or defending any action relating to the breach or alleged breach of this Agreement.

10. **GOVERNING LAW AND JURISIDCTION**

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of India and the Courts in Delhi, India shall have exclusive jurisdiction over any disputes pertaining to this Agreement.

11. **NOTICE**

Birdres may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Birdres by written communication to Birdres's set forth above. All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five working days after being deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) three working days after being sent by an international reputed overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other.

12. **GENERAL**

- i. You shall not assign or transfer these Terms in whole or in part without Birdres's prior written approval. You give your approval to Birdres for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Birdres's equity, business or assets; or (iii) a successor by merger.
- ii. No joint venture, partnership, employment or agency relationship exists between you, Birdres or any Third Party Provider as a result of the contract between you and Birdres or use of the Services.
- iii. These Terms do not constitute a sale and do not convey to You any rights of ownership in or related to the Site, the Application or the Service, or any intellectual property rights owned by Birdres. You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by use of the Services or the Site/ Application.
- iv. If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms.
- v. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.
- vi. Neither Party to this Agreement shall be liable to the other Party for any delay or failure on its part in performing any of its obligations under this Agreement resulting from any cause beyond its reasonable control, including but not limiting to, strikes, riots, protests, mass demonstration, government imposed restrictions, civil commotion, fire, floods, explosions, epidemic, pandemic, acts of God, acts of State, war, enemy action or terrorist action.
- vii. In these Terms, the words "including" and "include" mean "including, but not limited to."

ANNEXURE A

1. Process to be followed

- (a) The customer's name and number are always entered in the order details page on the checkout page of the Amazon Site;
- (b) The customer uses his/her own Amazon Site log-in details to place orders expressly in the manner as set forth under this Exhibit A;
- (c) Ensure that the customer places orders on Amazon Site using the payment method(s) available to such customers after logging on to the Amazon Site through the offline associates portal of store.amazon.in ("Offline Associates Portal");
- (d) Ensure that the order being placed on Amazon Site is strictly for the personal consumption of the customers;
- (e) Inform and educate the customers regarding the products, offers and deals available on the Amazon Site;
- (f) Check and confirm to the customer if the order has been successfully placed on behalf of such customer, and that any follow-up communication with respect to the order has been duly received by the customer;
- (g) Carry out any necessary follow-up action to ensure that the customer receives the order placed on the Amazon Site;
- (h) Never ask any customer to share or disclose his/her sensitive personal data, including but not limited to credit/debit card details, PIN numbers, Amazon Site log-in details, etc., whether in writing or orally, with themselves or any other third party;
- (i) Ensure that no customer information received by You in the course of providing Marketing Services is shared/compromised/retained/stored in any manner whatsoever, and will promptly inform Amazon upon discovery of any unauthorized use or disclosure of the aforesaid information. Any customer information received during the course of providing Marketing Services, You will have the right to use such information solely as necessary to provide the Marketing Services and otherwise perform its obligations under this Agreement, and will not use, store, copy or retain any such information in any form or manner; and
- (j) No cash transaction takes place between You and the customer at the time of placement of any order through the Offline Associates Portal.

Schedule 1

Steps to Place an Order

1. You shall log on to the Offline Associates Portal (store.amazon.in) and land on the offline associates Amazon Site. Amazon shall pay advertising fees solely for transactions that are directed to the Amazon Site from the Offline Associates Portal, and not for any transactions that take place at the Marketing Store location by way of directly logging onto the Amazon Site.

2. You will be eligible for the advertising fees only if the entire process of placing an order starts and ends on Amazon Site through the Offline Associates Portal. For example, the below transaction will not be eligible for advertising fees –

Where item(s) are added to the cart after directly log-in to the Amazon Site, but the order for such item(s) is later completed and placed on Amazon Site by logging through Offline Associates Portal.

3. Customer browses and searches for products on the Amazon Site through the Offline Associate Portal of the Marketing Store via a desktop PC available at the Marketing Store location.

4. On the Amazon Site accessed through the Offline Associates Portal of the Marketing Store, customer may click 'Buy Now' and proceed to checkout, or customer may first add products to cart on the Amazon Site and then click on "Proceed to checkout" from the cart page.

5. You will provide support to the customer to complete the check-out process, including selecting the delivery and payment option as per the requirement of the customer.

6. You shall inform the customer of ETD for delivery.

2. License to MPOS Devices Terms

2.1. Amazon will provide You with point of sale electronic data capture devices (each, a "MPOS Device"), and You will receive, handle, distribute and use the MPOS Devices strictly in accordance with the terms and processes as set forth hereunder. Further, the following terms will govern Your rights to use the MPOS Devices:

i. Amazon shall grant You a non-exclusive, non-sublicensable, non-transferable and India-wide right and license, during the term of the Agreement to use the MPOS Devices, but only to the extent necessary to permit You to perform your obligations under the Agreement and these License to MPOS Devices Terms in connection with Amazon's receipt of the Marketing Services. However, You may use MPOS Device for any other purpose only with the prior written consent of Amazon. This license does not include any resale of the MPOS Devices; or any use of data mining, robots, or similar gathering and extraction tools. Except to the extent explicitly identified in these License to MPOS Devices Terms, You will not, and will not assist, authorize or attempt to, directly or indirectly: (a) transfer, sublicense, loan, sell, assign, lease, rent, distribute, grant or assign any rights in the MPOS Devices, in whole or in part, to any person or entity; (b) reverse engineer, disassemble or decompile the MPOS Devices; (c) modify, copy, alter, tamper with, repair, or otherwise create derivative works from or of the MPOS Devices; and (d) use the MPOS Devices for any unlawful purpose.

- ii. Notwithstanding anything contained in these License to MPOS Devices Terms, Amazon may terminate Your right to use MPOS Devices at any time, including during the term of the Agreement without any liability. Further, Your rights to use the MPOS Devices will automatically terminate, without notice from Amazon, if You breach any of the terms of the Agreement, including these License to MPOS Devices Terms. Upon such termination of aforesaid rights or expiry of the Agreement, whichever is earlier, You will ensure the delivery/return of all MPOS Devices in Your possession at the place designated by Amazon/Amadeus Service Provider within a period of 15 (fifteen) days from the date of such termination or expiry and in accordance with these License to MPOS Devices Terms. It will be Your sole responsibility (and at its costs) to ensure that the MPOS Devices are delivered/returned to Amazon/ Amadeus Service Provider within the aforesaid time period in situation contemplated above. The number of MPOS Device(s) not received by Amazon/ Amadeus Service Provider within the aforesaid time period, will be treated as lost and the You will pay Amazon the full replacement cost of such number of MPOS Devices (as identified in Sections below) within 15 (fifteen) days after its loss. Such full replacement cost will be payable also in the event and within such time period if any MPOS Device is received in damaged condition (other than ordinary wear and tear). In such an event Amazon may, at its discretion, issue a debit note and make adjustments from the Fees payable to You under the Agreement including incidental taxes and duties. You specifically consents for any such deductions / adjustments.
 - iii. Other than the limited licenses expressly set forth herein, these License to MPOS Devices Terms does not, and will not be construed as granting or conveying, whether by implication, estoppel or otherwise, any rights or licenses to or under any intellectual property rights in relation to MPOS Devices. ALL RIGHTS NOT EXPRESSLY GRANTED IN THE AGREEMENT OR THESE LICENSE TO MPOS DEVICES TERMS IS EXPRESSLY RESERVED BY AMAZON.
 - iv. Amazon and Amadeus Service Provider may conduct and will ensure You will, submit to and cooperate with on-site security visits by Amazon/ Amadeus Service Provider for operational inspections and audits, in order to examine and verify Your compliance with the obligations under the these License to MPOS Devices Terms.
 - v. It is hereby clarified that the MPOS Devices will, at all times, remain the property of Amazon and by virtue of these License to MPOS Devices Terms, You will not acquire any ownership interest or rights in MPOS Devices.
 - vi. You agree to pay license fees to Amazon as further detailed hereunder of these License to MPOS Devices Terms. You will be liable to pay such license fees till the time the MPOS Devices are returned and Amazon/ Amadeus Service Provider are in receipt of such returned MPOS Devices.
- 2.2. You agree and acknowledge that You will be solely responsible and liable for any and all loss or damage to MPOS Devices received from Amazon/ Amadeus Service Provider, even if such loss or damage occurs when MPOS Devices and will reimburse such amounts to Amazon as provided hereunder and in the manner as provided herein of the License to MPOS Devices Terms. Without prejudice to the foregoing, You will

always be responsible and liable for the negligent acts or omissions of your personnel and associates; and

2.3. **Delivery, Use and Return of MPOS Devices:**

- i. For the purposes of this Agreement, You will provide Amazon and /or Birdres with below data:
 - (i) Store tag/identifier;
 - (ii) Store email ID;
 - (iii) Name and phone number of Store's contact person;
 - (iv) Store address with PIN Code; and
 - (v) Latitude/longitude of the location of the Store
- ii. Based on your request for MPOS device, Amazon will procure MPOS Devices from its independent service provider ("**Amazon Service Provider**") and Amazon, or Amazon Service Provider, itself or through third party carrier, deliver such MPOS Devices to You (at the location identified by You).
- iii. Amazon/Amazon Service Provider will send an email to You with the shipment tracking details, number of MPOS Device(s) shipped and the serial IDs of such MPOS Device(s).
- iv. You must reply to the email with confirmation of receipt of MPOS Device(s). If the above response is not received by Amazon within a period of 15 days of the shipping date, the MPOS Devices will be deemed to have been delivered to You. The Parties agree and acknowledge that any claim/dispute in connection with shipment of MPOS Device will be raised only within 30 days from the shipping date. In the event of any such conflict regarding delivery, the 'proof of delivery' issued by the third party carrier will be treated as final evidence of delivery of all MPOS Device(s) in good and working condition and as per the requirements agreed by the Parties.
- v. Maintenance service for and replacement of the MPOS Devices will be undertaken directly by Amazon Service Provider. You can contact the Amazon Service Provider by calling on 1-800-212-212-212 or 1-800-313-313-313, or writing to Support@ezetap.com or through the "Help & Support" section available in the Amazon Service Provider's Android app for necessary assistance.
- vi. In the event any MPOS Device is not functioning properly, the same will be either restored or replaced by the Amazon Service Provider. You will ship the defective MPOS Device (within 3 working days of being advised so by the Amazon Service Provider) to the nearest location of the Amazon Service Provider and share the AWB# of the shipment with Service Provider's CSM/support team over email (and also add Amazon to such email).
- vii. The Parties agree that if the period during which the MPOS Device does not function properly exceeds a period of 10 days in a month (calculated from the date on which the initial claim was raised with the Amazon Service Provider by You), You will not

be charged license fees on pro-rata basis for that particular MPOS Device for the period during which MPOS Device remains non-functional/was not in Your. Notwithstanding the above, if You fail to ship the non-functioning MPOS Device within the time period identified above (i.e., 3 working days) to the nearest location of the Amazon Service Provider, then, notwithstanding the waiver identified above, Amazon reserves the right to invoice You for the monthly license for the relevant MPOS Device even when the same remains non-functional/not in Your possession. It is agreed by the Parties that the date on which the (i) initial claim was raised by You, or (ii) non-functioning MPOS Device was shipped to Amazon Service Provider for replacement, or (iii) replaced MPOS Device is received by You, will be determined as per the records available with the Amazon Service Provider.

- viii. The MPOS Devices will be operated through an Android app, whose APK and login credentials will be sent via a SMS to Your mobile number. You will be responsible and ensure that You maintain the confidentiality of the login credentials for restricting unauthorized access. You agree to accept responsibility for all activities that occur through the MPOS Devices.
- ix. You will store the MPOS Devices in a location that is clean, cool and dry.
- x. Amazon/Amazon Service Provider will provide You with MPOS Device training materials and You will be responsible to ensure You and your personnel or associate are trained in using the MPOS Device.
- xi. Amazon will (but not obligated to) carry out periodic verification to confirm if the serial number of each MPOS Device and the Store in which it is being used matches with the current data. You will ensure that You provide Amazon with the required data/information and such other assistance to satisfactorily complete this periodic exercise. The manner of provision of such aforesaid data/information will be as mutually agreed between the Parties.
- xii. The risk of loss of and damage to the MPOS Devices shall be passed and transferred to You upon handing over such MPOS Devices at the designated identified Store's location.
- xiii. For all communication related to MPOS Devices, You can reach out to Amazon team at easy-mpos-team@amazon.com.

2.4. Steps to Place an Order:

- i. If a customer chooses to make payment through MPOS at the Store as the payment option You will, in addition to the required steps provided in Schedule 1 to Clause 1 of Annexure A of the Agreement, conduct the following functions:
 - (a) You will select "Pay at Store" as the payment option on the payment selection page on Amazon Site (through the Offline Associate Portal of the Marketing Store) during checkout.
 - (b) Post completion of checkout, the Amazon Site will generate a token number on the thank you page, which number will also be sent to the customer's registered number *via* SMS. This token number is valid for a period of 24

(twenty-four) hours, which may change from time to time at Amazon's sole discretion.

- (c) You will enter the aforesaid token number on the MPOS Device or Amazon Service Provider's Android app, pursuant to which the registered mobile number of the customer and amount payable on the order will appear on the MPOS Device or Amazon Service Provider's Android app, as the case may be. If such details appearing on MPOS Device / Amazon Service Provider's Android app are corresponding and correct, You will swipe/insert the customer's credit/debit card on MPOS Device and ask the customer to enter his/her credit/debit card PIN number to complete the payment. It is hereby clarified that You will not ask the customers to share or disclose their credit/debit card PIN number, whether orally or in writing, and the customers will be required to individually enter their credit/debit card PIN number on the MPOS Device.

2.5. Fees and amounts payable by Marketing Partner:

- i. You will pay license fees for the MPOS Devices in the manner as identified below, pursuant to receipt of invoice from Amazon:
 - (a) INR 200/- per month per MPOS Device including 18% GST (for year 1 and 2);
 - (b) INR 180/- per month per MPOS Device including 18% GST (for 3rd year); and
 - (c) INR 120/- per month per MPOS Device including 18% GST (for 4th year and onwards).

For the purposes of this Section, a year will begin from the month for which license fees was first paid by You and will consist of an aggregate of 12 months (including such first month).

- ii. The above license fees have been fixed for usage of a particular type of MPOS Device (D-180) and may undergo revisions, from time to time. In the event the license fee needs to be revised (whether due to provision of a different MPOS Device or otherwise), including amounts payable pursuant to loss/damages to MPOS Devices, such revisions will be undertaken in accordance with the terms of the Agreement. Amazon or the Amazon Service Provider will proceed to deliver such other type of MPOS Devices as per the terms of Section hereunder of these License to MPOS Devices Terms pursuant to mutual agreement on such change.
- iii. The calculation of the monthly license fees for the 1st month will start from expiry of 15 days of the shipping date (as identified on the shipping tracking details of third party carrier) or from the date of receipt of MPOS Devices, whichever is later, and charged on pro-rata basis.
- iv. You will have a period of 5 (five) calendar days, from the date of receipt of invoice, to raise any dispute in respect of such invoice, post which You will deemed to have accepted the invoice.
- v. You will pay Amazon against the invoice within a period of 15 (fifteen) working days from the date of the receipt of invoice. In case of a dispute, the aforesaid 15 (fifteen)

days window starts from the day of resolution of the dispute or receipt of new invoice, depending on the event.

vi. If You defaults in making payment within the aforesaid time period –

- (a) Amazon will have a right to issue debit note and make adjustments from the Fees payable to You under the Agreement including incidental taxes and duties. You specifically consent for any such deductions/adjustments. You shall have 5 (five) calendar days to raise and intimate Amazon of discrepancies or inconsistencies, if any, in the debit note issued by Amazon, after which the You shall have deemed to have accepted the debit note and Amazon shall not be liable for any discrepancies or inconsistencies in relation thereto.
- (b) If the default amount exceeds the Fee payable by Amazon under the Agreement, Amazon will withhold any further payments to You.
- (c) The above rights of Amazon are in addition to the rights or remedies available to it at law or in equity.
- (d) You will make an advance payment of license fees equivalent to 8 (eight) months of license fees for each MPOS Devices delivered to You. You will make the payment of such advance license fees pursuant to Amazon raising an invoice and as per the terms provided above. Such advance fees will be adjusted against each month of possession of MPOS Devices, and the monthly invoices will be raised pursuant to expiry of such aforesaid time period. Subject to the terms of the Agreement (including these License to MPOS Devices Terms), if You return any or all MPOS Device to Amazon/Amazon Service Provider before the expiry of 8 months –
 - (A) on partial return of MPOS Devices, the remaining advance license fee paid by You for the returned MPOS Devices will be adjusted against the invoices for the other MPOS Devices in Your possession; or
 - (B) on return of all MPOS Devices, Amazon will refund the remaining advance license fee of all MPOS Devices to You.

The requirement to pay license fees will cease from the day the returned MPOS Devices are actually received by Amazon/Amazon Service Provider.

2.6. The table below identifies the amount(s) payable by You upon loss of or damage to MPOS Devices. It is clarified that the amounts appearing against the first 8 months below are the final amounts after adjusting/deducting the advance license fees which may have been paid by You to Amazon for a MPOS Device in accordance with Sections above.

Month of the MPOS Device	Amount payable by Marketing partner in case of loss of or damage to each MPOS device (INR), including 18% GST
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1	2589
2	2730
3	2871
4	3012
5	3153
6	3294
7	3435
8	3576
9	3717
10	3658
11	3599
12	3540
13	3481
14	3422
15	3363
16	3304
17	3245
18	3186
19	3127
20	3068
21	3009
22	2950
23	2891
24	2832
25	2773
26	2714
27	2655
28	2596
29	2537

30	2478
31	2419
32	2360
33	2301
34	2242
35	2183
36	2124
37	2065
38	2006
39	1947
40	1888
41	1829
42	1770
43	1711
44	1652
45	1593
46	1534
47	1475
48	1416
49	1357
50	1298
51	1239
52	1180
53	1121
54	1062
55	1003
56	944
57	885
58	826

59	767
60	708
61	649
62	590
63	531
64	472
65	413
66	354
67	295
68	236
69	177
70	118
71	59
72	0

2.7. All license fees and charges payable hereunder by You will be inclusive of applicable national, state or local sales or use taxes or value added tax or service tax or GST ("Taxes") that Amazon is legally obligated to charge under the applicable laws. The Taxes charged by Amazon will be stated in the invoice pursuant to applicable laws. Amazon may charge and You will pay any applicable Taxes, which are stated separately on the invoice. As per the statutory requirement under GST, You shall provide all necessary information such as GST registered address, registration numbers, invoice mismatch details etc. in a timely manner, to enable Amazon to provide, report or correct GST tax invoices as per legal requirements. Based on information provided and the relevant legal provisions, Amazon shall deduce the location of recipient, the billing details, place of supply and applicable taxes, including those applicable for the transition period.

3. FEES

i. Amazon will pay advertising fees on a monthly basis for Qualifying Purchases shipped in a given month, subject to any applicable withholding or deduction described below. Amazon will pay Birdres by approximately sixty (60) days following the end of each calendar month by NEFT / electronic bank transfer and Birdres shall remit the Fees after deducting Birdres Service Fee to you. Amazon will make an NEFT / electronic bank transfer in the amount of the advertising fees earned by You, but Amazon may accrue and withhold advertising fees until the total amount

due to You is at least INR 2500 in the case of payment by cheque or at least INR 1000 in the case of payment by NEFT bank transfer.

- ii. Amazon will pay the advertising fees on Qualifying Purchases. Subject to the exclusions set forth below, a "Qualifying Purchase" occurs when (a) a customer places an order for product(s) on the Amazon Site subject to compliance with the ordering flowchart described under Schedule 1 above; and (b) the Product is shipped to, and paid for, by the customer.
- iii. Qualifying Purchases exclude, and Amazon will not be responsible to pay advertising fees on any of, the following:
 - (a) Any product purchase that does not accurately follow the steps that are defined for placing an order under Schedule 1 above; or
 - (b) Any product purchased for resale or commercial use of any kind; or
 - (c) Any product purchased after termination of the Agreement; or
 - (d) Any product order that is canceled or returned or declined by the customer/sellers registered on Amazon Site.
- iv. Amazon may deduct or withhold any taxes that Amazon may be legally obligated to deduct or withhold from any amounts payable to You under this Agreement, and payment as reduced by such deductions or withholdings will constitute full payment and settlement to You of such amounts. Throughout the Term of the Agreement, You will provide Amazon with any forms, documents, or certifications, including Permanent Account Number, as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement and You confirm that You would duly pay any applicable taxes on Your income, as applicable under this Agreement on all amounts on which taxes are not or inadequately withheld and report and file a return of income under the applicable laws and provide the necessary certifications in this respect.
- v. In the event any Party is required to deduct any taxes at source from the payment of Fees in accordance with the applicable laws, such Party will promptly deposit the taxes with the Government treasury and furnish the requisite tax deduction certificate within the timelines prescribed under the applicable law, for the taxes that it has withheld.
- vi. The Fees payable under this Agreement will be inclusive of applicable national, state or local sales or use taxes or value added tax, or service tax or goods and services tax ("Taxes"),