

LAZMALL TERMS AND CONDITIONS

1. Definitions and interpretation

1.1 In these Terms, unless the context otherwise requires, the following definitions shall apply:

"Counterfeit", in relation to the Seller's Goods, shall mean a good:

- (a) which bears a sign identical with, or similar to, a trade mark registered in Singapore, and:
 - (i) the application of the sign to the good or the packaging thereto is an infringement of the registered trademark;
 - (ii) the good is proposed to be imported into the country where the good is delivered to or received by the Customer, and the application of the sign to the good of the packaging thereto would be an infringement of the registered trade mark; or
 - (iii) the sign has otherwise been used in relation to the good or the packaging thereto in such a way as to infringe the registered trade mark; and
- (b) where the sign borne on the good or the packaging thereto is identical with, or so nearly resembling, the registered trade mark as to be calculated to deceive; and
- (c) the sign borne on the good or the packaging thereto is applied without the express or implied consent of the proprietor of the registered trade mark, and to falsely represent the good to be the genuine good of the proprietor or a licensee of the registered trade mark.

"LazMall Channel" means the sales channel operated by Lazada for the purposes of the LazMall Programme

"LazMall Programme" has the meaning ascribed to it in Clause 3.

"LazMall Terms" means these terms and conditions, as amended by Lazada in its sole and absolute discretion from time to time.

"Marketplace Agreement" means the Marketplace Agreement entered into between Lazada and the Seller and any Annexes thereto.

2. Service Terms

2.1 By participating in the LazMall Programme, the Seller agrees to be bound by these LazMall Terms, in addition to the Marketplace Agreement, which are incorporated by reference into these LazMall Terms.

2.2 For the avoidance of doubt, capitalised terms used and not defined herein have the same meaning as given to such terms in the Marketplace Agreement.

2.3 In the event of a conflict between the provisions of these LazMall Terms and the Marketplace Agreement, the provisions of these LazMall Terms shall prevail.

3. LazMall Programme

3.1 In consideration of the Seller's representations, warranties and undertakings in Clause 4, Lazada shall permit the Seller to be part of the LazMall Programme. Notwithstanding the

foregoing, Lazada reserves the right to terminate Seller's participation in the LazMall Programme at any time, for any reason, and without providing any prior notice to Seller.

3.2 The LazMall Programme shall comprise:

- (a) the addition of a "LazMall" badge on the Seller's listing of the Seller's Goods;
- (b) the addition of the Seller's Goods on the LazMall Channel;
- (c) a higher search ranking and a higher visibility on the websites operated by Lazada and/or the Lazada mobile app;
- (d) access to marketing campaigns which Lazada, its subsidiaries and/or its affiliates may conduct from time to time in their sole and absolute discretion;
- (e) availability of a dedicated "LazMall" customer service team; and/or
- (f) such other benefits as Lazada, its subsidiaries and/or its affiliates may make available from time to time in their sole and absolute discretion.

3.3 Sellers who participate in the LazMall Programme shall be charged the Commission Fee specified by Lazada on Seller Center, or as otherwise notified by Lazada to Seller. Notwithstanding anything to the contrary in the Marketplace Agreement, Lazada reserves the right to amend the Commission Fee at any time and with no prior notice to the Seller.

3.4 The participation of a Seller in the LazMall Programme is subject to Seller's compliance with conditions as notified by Lazada to Sellers from time to time, including without limitation minimum Seller Rating scores. In the event that a Seller fails to comply with any of the conditions as notified by Lazada, Lazada may, in its sole and absolute discretion, amend, revoke, vary or add any element of the LazMall Programme set out in Clause 3, or terminate the Seller's participation in the LazMall Programme.

3.5 Lazada may, in its sole and absolute discretion, amend, revoke, vary or add any element of the LazMall Programme set out in Clause 3 at any time, and without any prior notice to the Seller.

4. **Seller's undertakings**

4.1 The Seller represents, warrants and undertakes that the Sellers Goods are not Counterfeit.

4.2 Determination by Lazada

- (a) Lazada may, at any time and at its sole and absolute discretion, determine whether the Seller's Goods have been supplied in breach of the representation, warranty and undertaking in Clause 4.1. Lazada's determination pursuant to this Clause shall, save in the case of manifest error, shall be final and binding on the Seller.
- (b) For the purposes of Lazada's determination pursuant to Clause 4.2(a):
 - (i) Lazada shall have the right to impound the Seller's Goods to conduct testing or facilitate further investigation by Lazada, Lazada's subsidiaries or affiliates, or governmental authorities;
 - (ii) the Seller shall use its best endeavours to fully cooperate with Lazada's testing or investigation, including but not limited to providing to Lazada the certificates of conformance, and all design, development, manufacturing and traceability records, in relation to the Seller's Goods;

- (iii) the Seller shall bear all reasonable expenses incurred by Lazada for the purposes of the investigation conducted pursuant to this Clause 4.2.
- (c) Pending Lazada's determination pursuant to Clause 4.2(a), Lazada may:
 - (i) hold any sums due and payable by Lazada to the Seller, and the Seller shall, upon Lazada's request, place with Lazada such further sum as Lazada deems necessary or appropriate; and
 - (ii) suspend the Seller's listings, including but not limited to the relevant Seller's Good, from the LazMall channel.

4.3 Where Lazada determines that the Seller's Goods have breached Clause 4.1, and without prejudice to any rights which Lazada may have at law, the Marketplace Agreement or any other agreement entered into between Lazada and the Seller:

- (a) notwithstanding anything to the contrary in the Marketplace Agreement, Lazada may, in its sole and absolute discretion, do any or all of the following:
 - (i) revoke the Seller's participation in the LazMall Programme;
 - (ii) remove the Seller's listings, including but not limited to the infringing Seller's Good, from the LazMall Channel;
 - (iii) commence legal action against the Seller;
 - (iv) disclose its findings publicly or to any third party, including but not limited to any governmental authorities, and the Seller waives all claims, remedies and causes of action arising out of or in connection with any such disclosure;
 - (v) refund to the Customer the actual payment made by the Customer in full for the infringing Seller's Good, and pay for any reasonable expenses incurred by the Customer, including but not limited to the shipping fees for returning such infringing Seller's Good; and
 - (vi) transfer to the Customer an amount equivalent to the actual payment made by the Customer in full for the infringing Seller's Good.
- (b) Notwithstanding anything to the contrary in the Marketplace Agreement, Lazada may, in its sole and absolute discretion, withhold and/or set-off any payments due to the Seller in connection with the exercise of any of Lazada's rights pursuant to this Clause 4.3, including but not limited to Clause 4.3(a)(v) and (vi).
- (c) Notwithstanding anything to the contrary in the Marketplace Agreement, the Seller shall indemnify and hold Lazada, its subsidiaries and affiliates harmless from and against any and all costs (including attorney fees and court costs on an indemnity basis), expenses, fines, penalties, losses, damages, and liabilities arising out of or in connection with the Seller's breach of Clause 3 or otherwise in relation to the provision of the Seller's Goods.