

AGREEMENT FOR SELLERS

GENERAL TERMS

1. SCOPE

- 1.1. Plura Choice Web Services Inc. (hereinafter sometimes called and referred to as "PluraChoice") is in the business of providing services to facilitate eCommerce via its online marketplace and offers multiple services to facilitate sales via its online platforms.
- 1.2. By transacting on the Plura Choice marketplace, the Seller agrees to be bound by the terms of this agreement as well as the details, annexes, appendices, platform policies and other binding documents and or agreements mentioned in this agreement and/or available on Plura Choice. This Agreement will be deemed valid and operative upon the Seller registering with Plura Choice electronically.
- 1.3. The service provided by Plura Choice is limited to referring Buyers to the Seller and accepting orders and payments on their behalf as well as supporting such transactions.
- 1.4. In order to ensure optimal service to the Sellers transacting on its marketplace, Plura Choice may, without prior intimation to Sellers, employ the services of subcontractors with proven records of prowess and customer satisfaction, to execute any part of the present agreement or any services Plura Choice may provide in the future.
- 1.5. References to any provisions or law or statute in this Agreement shall also constitute a reference to the relevant provision as it has been amended, re-enacted or extended, at the time in question.
- 1.6. These policies and includes other terms and conditions are to be read with and as an integral part of this Agreement. All improvements in the services of Plura Choice, which are made often to ensure optimal service, will result in evolving platform policies, which will be notified to the Seller by email. The Seller's use of the platform and access to the Seller Admin Center which holds Sellers ability to access, operate and transact with Plura Choice is subject to this agreement and the latest platform policies.
- 1.7. Plura Choice reserves the right to delist a Seller and terminate such relationship based on Plura Choice's internal quality assessment of the Seller as governed by "**Buyer Protection Policy**" and or any other policies which are currently active and also may be adopted in the future. Grounds on which such delisting and termination may occur include, and are not limited to, failure or refusal to comply with the terms and conditions of this Agreement or any other agreements connected to the same, the use of the Plura Choice marketplace to effectuate fraud, the divulging of confidential information obtained in the course of transacting of the Plura Choice online marketplace, and the violation of any relevant laws or regulations.
- 1.8. Notwithstanding any clauses in this agreement, this contract is to be read in line with the "Sellers Code of Conduct" and other policies. The Seller's Code of Conduct is to be treated as binding on all Sellers transacting in the Plura Choice online marketplace, and a breach of the said Code shall constitute a breach of this Agreement. Plura Choice shall notify the Seller of any amendments or additions to the said Code via email.

2. INTERPRETATION & DEFINITIONS

- 2.1. In this agreement, the words and expressions below shall have the following meanings:

Bank Account-the bank account specified by the Seller in which payments are to be made

Business Day-A Day (excluding any provincial or federal holidays, Saturdays and Sundays) on which banks generally are open for business in Canada

Commission Schedule-The schedule setting out the commission which is payable to Plura Choice by the Seller for each type of Product sold on the Platform and which can be viewed at Seller Center

Competitor-Any person or entity, that directly or indirectly, engages in the sale of Products on the Internet. For the avoidance of doubt, any person whose direct or indirect business is only partially similar to the aforementioned would still be deemed to be a Competitor.

Contract-The contract entered into between the Seller and a Buyer for the sale and purchase of the Products on the Platform.

Seller Code of Conduct-This outlines the standard guidelines Sellers need to follow on Plura Choice platform. Any violations made by the Seller, as per this policy will result in penalties.

Buyer Protection Policy - Plura Choice policy via which Seller Performance is kept in check.

Buyer-Seller Interaction Policy-Plura Choice's Buyer-Seller Interaction Policy outlines the standard of behaviour that Sellers need to follow when connecting with customers on the Question & Answer Section, Instant Messenger, and Product Review Platform. Plura Choice monitors all kinds of Buyer-Seller communications and is authorized to take action in case of any violations.

Buyer -A person, who purchases Products on the Platform

Plura Choice Express - Fulfilment model whereby the Seller's Products are stored at a Plura Choice Fulfilment Center. The ownership of the Products remains with the Seller.

Dropship - Fulfilment model whereby the Seller is responsible for maintaining inventory of Products at own premises and making available to be sold/ delivered to Plura Choice Buyers.

Fee(s) - Any fees charged by Plura Choice for any additional services such as pickup or returns.

Final Delivery - The transfer of ownership of the product from the Seller to the end Buyer

Fulfilment Center - A facility provided by Plura Choice where all Plura Choice Express Products are stored and where orders are processed.

Fulfilment Model - Fulfilment model via which the Seller chooses to fulfill orders (Dropship, Plura Choice Express)

General Terms - The terms set out in this agreement.

Handling Time - The time from the forwarding of the order by Plura Choice to the Seller till dispatch of the Product by the Seller

Collection Centre / Collection Hub -A location owned or operated by Plura Choice or one of its logistics partners, where the Seller can drop items and if/when eligible pick-up returns.

In writing/written-All communications made through the Seller Center or sent by Plura Choice through courier or email

Inbound - The reception department at Plura Choice's warehouse performs the actions of accepting and registering Products brought to the warehouse by the Seller.

Intellectual Property - Any patent, copyright, registered or unregistered design, design right, registered or unregistered trademark, service mark or other industrial or intellectual property right and includes applications for any of them

Listed Price The listing price of the Product on the Platform and shall be that price at which the Seller informs Plura Choice that it wishes to sell any Product and which price shall include any taxes, whether federal, provincial, state or local, which the Seller is required and liable to pay on the sale or supply of each Product or type of Product. The Listed Price shall not be higher than the price at which the Seller offers the same Product through its own sales channels

Penalty/Penalties -Any financial and/or operational penalty inflicted by Plura Choice on the Seller for any breach of Platform Policies

Pending -The status on the Seller Center depicting that an order has been received and awaiting processing

Performance Report Card - The report conveyed to the Seller by Plura Choice which depicts the operational performance of the Seller

Platform -The website named as Plura Choice or any affiliate website(s)

Platform Policies -All the policies and guidelines applicable to Sellers and available on Plura Choice

Product(s) -The products which the Seller intends to sell on the Platform.

Ready to Ship / ready for Courier pickup -The Products are signalled as being physically available, packed according to packaging guidelines and ready to be transferred to Plura Choice for delivery

Rejected Product - A Product that has been shipped but could not be successfully delivered to a Buyer, for any reason whatsoever.

Required Product Information -Means, with respect to each of the Products, the following (except to the extent expressly not required under the applicable Platform Policies): (a) detailed description, including as applicable, specifications, location-specific availability and options, scheduling guidelines and service cancellation policies; (b) Product numbers, and other identifying information as Plura Choice may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements, and shipment information; (d) categorization within each Product category and browse structure as prescribed by Plura Choice from time to time; (e) digitized image that accurately depicts the Product, complies with all Plura Choice image guidelines, and does not include any additional logos, text or other markings; (f) Listed Price; (g) any text, disclaimers, warnings, notices, labels or other content required by applicable law to be displayed in connection with the offer, merchandising, advertising or sale of the Product; (h) any Seller requirements, restocking fees or other terms and conditions applicable to such Product that a Customer should be aware of prior to purchasing the Product; (i) brand; (j) model; (k) product dimensions; (l) weight; (m) a delimited list of technical specifications; (n) Product numbers (and other identifying information as Plura Choice may reasonably request) for accessories related to the Product that is available in Plura Choice' catalog; and (o) any other information reasonably requested by Plura Choice (e.g., the condition of used or refurbished products) (p) every and all labelling, advertising or selling requirements set by the authorities which carries jurisdiction over the production, transport, advertising or sale of the said products to any business or consumer.

Return Policy - The policy governing the return, refund, cancellation or rejection of products and which can be viewed within.

Returned Product - A Product that had been delivered but has been returned by the Buyer, for any reason whatsoever

Packing & Shipping Rules - The rules governing the dispatch and handling of the products sold by the Seller, which can be viewed within

Seller Center -The login based platform accessible by a Seller by using the user name and password provided to it by Plura Choice

Seller Performance - The Seller performance in accordance with the policies and standards defined by Plura Choice

Seller Support Center -The support service provided by Plura Choice to solve the issues faced by Sellers as well as help Sellers grow their business.

Shipped- A Product is considered shipped and on course for delivery to the Buyer.

Signup Process - Process via which person(s) or entities sign up to sell on Plura Choice's online marketplace.

Third-Party Logistics (3PL) -An external service provider designated by Plura Choice for shipping.

3. ACCESS TO PLATFORM AND SELLER CENTER

- 3.1. After the successful completion of the sign-up process, the Seller shall be responsible for completing the registration process, which will entail accessing the Seller Center upon receiving instructions from Plura Choice, which instructions shall pertain to unique user identification and security details.
- 3.2. It is the duty of the Seller to maintain accurate and up-to-date information pertaining to its business on the Seller Center, including, but not limited to, address, bank account details and items for sale and the information connected thereto. Plura Choice shall not be responsible for any damage or liability arising due to inaccurate, outdated or information supplied by the Seller.
- 3.3. The Seller shall be responsible for the security of the Seller's password to the Plura Choice Account and shall not disclose such password to any party. Plura Choice cannot be deemed liable in any manner whatsoever for a breach of security of a User's Account and or the password, nor can Plura Choice be deemed liable for the losses and or damages emanating from such breach, or any unauthorized use of such password.
- 3.4. All correspondence or communication received through the Seller Center and or appointed email address shall be presumed to be correspondence, or communication made with the authorization of the Seller and Plura Choice shall be entitled to rely on such correspondence or communication at all times. In the unlikely event of any breach of the Seller's email or communication method which has been provided to Plura Choice as part of communication, the Seller shall be mandated to inform such breach to Plura Choice with immediate effect. In an unlikely event of such nature, Plura Choice will be compelled to carry out a check via other communication methods to verify the Seller's identity. If the Seller fails to inform Plura Choice and or any Buyers who have active orders pending, and because of the said breach any loss or damage is caused to either to Plura Choice and or to the Buyers during such period where the Seller did not inform, the loss or damage shall be borne out by the Seller.
- 3.5. Sellers are encouraged to contact the Plura Choice Support Center regarding any impediment to transacting on the online marketplace, or any issues that may arise during the same. Every message sent to the Seller through his registered email in the Seller Center account or via Seller Center which did not receive an answer or written objection within 72 hours will be deemed an agreement between Plura Choice and the Seller.

4. FEATURING PRODUCTS ON THE PLATFORM

- 4.1. The manner of featuring and placing products on the Plura Choice online marketplace shall be done at the sole discretion of Plura Choice, and subject to the Seller's other obligations set out herein Plura Choice shall assume sole responsibility for the same.
- 4.2. Plura Choice reserves the right to delist any product featured on the marketplace by any Seller, in the event such product contravenes any municipal, state, federal, regional, provincial, or local law ordinance and or code and or regulation, or the Seller is in breach of any provision under this Agreement. Plura Choice shall notify the Seller of such delisting immediately.
- 4.3. It shall be the duty of the Seller to furnish a true and accurate description of a product to be sold on the online marketplace (Required Product Information), in the manner and format prescribed by Plura Choice as set out in Schedule 1 hereto. Such information provided must be in line with the actual physical Product. It is the responsibility of the Seller to list its own products and details and images. Any liability arising out of any such misrepresentation shall be directly borne by the Seller who further shall indemnify Plura Choice of any such claims.
- 4.4. Plura Choice reserves the right to use, reproduce, modify, adapt, publish, create and distribute any content inclusive of advertising and labelling and description material that the Seller provides. It is the duty of the Seller to provide to Plura Choice, translations of content provided, as provided by law, or required by the Seller in marketing a product. It is also the duty of the Seller to comply with, and provide to Plura Choice, with all labelling requirements, as per the laws and regulations of the jurisdiction wherein such product is advertised. In the unlikely event of any fine or litigation imposed on Plura Choice as a result of a Seller not providing the relevant information in compliance, all such expenses accrued shall be borne by the Seller and shall further indemnify Plura Choice.

- 4.5 It is the duty of the Seller to provide to Plura Choice, with all material pertaining to, and required in advertising and labelling its products or services. Such material includes but is not limited to, images and videos. The Seller shall be liable in respect of all copyrights pertaining to the product advertised on the online marketplace.
- 4.6. For the purpose of clarity and convenience this Agreement shall be considered to be the document governing the relationship between the Sellers and Plura Choice and, therefore, all Contracts entered into between the Seller and a Buyer shall be subject to this agreement and in the case of any conflict between this agreement and the Contract or any document included in the Product(s) sent to a Buyer or implied by trade practice or course of dealing, this agreement shall prevail.
- 4.8. Featuring any Product on the Platform shall constitute an offer of sale by the Seller to all persons using the Platform. The Seller shall ensure that prices of all products are displayed prominently and clearly at all times. The Seller shall also acknowledge and comply with the Plura Choice Pricing Policy, and further terms and conditions which are set out hereinbelow.
- i. The Seller agrees with the Plura Choice pricing mechanism based on which the items shall be placed in the platform for prospective Buyers. Unless otherwise stated in the pricing column, every price being understood such amount specified in Canadian dollars specified in the price section (depicted next to the item).
 - ii. Price shall be calculated taking into consideration a percentile for services of Plura Choice including placement and advertising and other foreseeable costs.
 - iii. The Price is inclusive of all costs, expenses, charges or fees that the Seller may incur in connection with the performance of its obligations under the Contract. All duties and other taxes imposed by any authority or entity must be separately identified.
 - iv. It is understood and agreed that the Seller and Plura Choice had mutually agreed the price offered and any commissions and or payments offered to Plura Choice, prior to goods placed in the platform. In the event of there being any changes the Seller wishes to make pertaining to the commission and or payment and or discounts between the Seller and Plura Choice shall be mutually agreed upon by writing between parties in prior.
 - II. The Seller shall issue an invoice to Plura Choice when the Seller has fulfilled the delivery terms of the Contract. The Seller shall issue one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the items and quantity.
 - III. Price variations such as discounts for larger quantities, or continued purchases shall be mutually agreed prior to placement of the items.
 - IV. Where a Buyer places an order for purchasing a product through the Platform, it shall be deemed to be an acceptance of the Seller's offer to sell the product and a binding contract shall come into force between the Buyer and the Seller. The terms of the contract are offered by the Seller and are agreed to by the Buyer and have no relation with Plura Choice unless otherwise specifically provided for by this Agreement.
 - V. Seller's items offered for sale include on the Plura Choice platform shall depict the respective prices for each items therein.
 - VI. Upon the selections made by the Buyer the pricing for the quantity shall be automatically generated and shown in the automatically generated final invoice. Buyer shall pay to Seller and or to Plura Choice for the goods and for all obligations specified therein, as full and complete consideration, which sum includes any taxes and or levies, packing and shipment expenses.
 - VII. All items shall be suitably packed, marked and shipped/delivered as designated by Buyer or, in the absence of such a designation, in accordance with the requirements of common carriers in a manner to secure the lowest transportation cost and no additional charges shall be made to the Buyer.
 - VIII. There will be no additional charges to the Buyer for packing unless specific packaging is requested by the Buyer from the Seller at the time of the transaction or any time thereafter and such is agreed between parties.
 - IX. In the event of the requirement of obtaining insurance arises, the Seller will insure shipments by commercial shippers at full value plus fifteen per centum (15%), unless such changes are agreed upon mutually or insurance is to be carried out by the Buyer.
 - X. Shipments/delivery for which the Buyer is responsible for transportation charges must be properly described on the invoice to obtain the lowest applicable charge. The lowest valuation available must be declared when the carrier offers released valuation rates.
 - XI. All local, state, provincial and federal excise sale and use taxes, when applicable, shall be stated separately on Seller's Invoice.
 - XII. Seller's invoice shall contain the following information:
 - a. Buyer's Purchase Order number

- b. Invoice number (if different to above)
- c. Description of Goods shipped/delivered
- d. Quality of Goods shipped
- e. Unit Price applicable to the goods

5. DELIVERY

- 5.1 The Seller shall expend its best efforts to conform to the mutually agreed delivery dates and times and methods for products ordered pursuant to this Agreement. The mutually agreed delivery dates and times and methods for the purposes of Purchase Orders placed pursuant to this Agreement shall be dates and times and methods that allow at the minimum the lead time expressed in weeks after the purchase is submitted online.
- 5.2 Seller shall mutually agree with Plura Choice and or with Buyer for Plura Choice to provide delivery services to the customers. In the event such option is selected by the Seller, and Seller shall enter into such arrangement within the terms and conditions herein, based on price points that will be charged by Plura Choice on multiple basis inclusive of per delivery and or daily and or weekly and or bi-weekly and or monthly and or quarterly and or annually and or bi-annual basis.
In the alternate Seller shall maintain with Plura Choice a retainer for a fixed price in relation to the transportation services to be provided by Plura Choice. Such retainer shall be refundable or non-refundable as previously agreed between parties. The Seller is required to pay the retainer prior to the delivery services commencing by Plura Choice.
- 5.3 Seller shall be obliged to process and package each order such that any and all sold Products shall have a Handling or Preparation or Processing Time, based on inter alia packaging and transport requirements, as defined by the Sellers ranking within the Buyer Protection Policy.
- 5.4 If it is so deemed by Plura Choice or as a result of legal or regulatory requirements, Plura Choice shall inspect the goods prior to taking them over for deliveries and ensure they are properly packed and sealed prior to taking over to make deliveries.
- 5.5 In the event of a defective delivery the purchaser, upon inspecting the goods, is not satisfied with the delivery customer shall return the goods for a refund of the purchase price. Plura Choice shall have complete authority to accept such rejected goods without prior approval of the Seller and shall inform the Seller of such return of defective goods. Such rejected goods and or items shall be returned to the Seller at the earliest of Plura Choice within a reasonable time period.
- 5.6 Seller shall indemnify Plura Choice for any compensation whatsoever on rejected goods that the Seller may owe to the Buyer.
- 5.7 Seller shall have the option of delivering the goods themselves to the customer as mutually agreed prior with Plura Choice. However, in the event, the Seller shall inform Plura Choice if there shall be a separate charge for deliveries if so the amounts to be indicated separately when the customer makes the purchase online. Such prices shall be revised at agreed time intervals for optimal service.
- 5.8 Buyers shall have the option of picking up their goods from the Seller at a place mutually agreed between the parties once the order is placed and the Buyer is informed that the goods are ready for pick up.
- 5.9 Seller acknowledges that time is of the essence in regard to the performance of deliveries of goods to the Buyer, and will make all efforts to provide the purchased goods in the fastest time unless and otherwise a specific time is agreed between parties.
- 5.10 In the event of failure of delivery on the delivery date, Seller will give the Buyer written notice of delinquency allowing Seller a reasonable time to cure, if such is agreed between parties. In the unlikely event of non-agreement, the Seller shall take immediate steps to refund the payment in full to Plura Choice to be returned back to the Buyer. In the event the Buyer or Plura Choice having to incur additional costs due to the actions of the Seller and the Buyer claims such costs, the Seller shall irrevocably agree to settle the said dues to the Buyer and or to Plura Choice with immediate effect.
- 5.11 Unless otherwise specified in connection with a particular Purchase Order placed pursuant to this Agreement, title to and risk of any loss of or damage to the products shall pass from Seller to the Buyer when goods are delivered as specified in the Purchase Order and payment in full is made by the Buyer.
- 5.12 The Seller shall notify the Buyer immediately of any circumstances that may cause a delay, either materialized or foreseen, in delivery stating the estimated period and reasons for the delay and, if requested by the Buyer shall use additional effort to minimize delay to the maximum extent possible, all at no change in the price, and without prejudice to any of Buyer's rights or remedies.
- 5.13 In spite of any other provisions of this Agreement if a shipment cannot be or is not made within three (03) days (or shorter time period based on the freshness of the product in the case of fruits or vegetables) after the date scheduled on any Purchase Order, Buyer may, upon knowledge of the fact and whether or not the delay would be excusable as provided below, terminate the Purchase Order by written notice to the Seller and in spite of any other provisions of this Agreement the termination shall be

without cost to the Buyer and shall discharge all obligations and liabilities of the parties under the Purchase Order except as to products delivered previously.

- 5.14 Buyer will also have the discretion to pick up the selected and purchased goods from the Seller or from a designated pick-up point.
- 5.15 Once the purchase order is placed and the payment has been approved (online payments) and the goods are ready to be delivered or picked up an automated message(s) shall be sent to the Buyer's registered mobile and or email and the Buyer shall have the facility to track the delivery of the goods and its route, in the event such facility is enabled by the delivering entity.

6. SELLER PERFORMANCE

- 6.1 The Seller agrees to respect and follow Plura Choice's all and every policies on compliance to operate their shop smoothly and avoid the consequences of breaching the policy.
- 6.2 The Seller agrees to respect and follow Plura Choice's Customer Protection Policy. If any changes occur in the policy, the Seller will be informed via email.
- 6.3 Plura Choice may, at its discretion, exempt certain Sellers from the daily order limitations and delisting criteria. These Sellers may instead be charged financial penalties if performance does not meet the **Standard Operations Score**. These financial penalties may be deducted from the payout released to the Seller as per payment terms. Offences that can lead to Penalties include, but are not limited to, high rate of return on products, lack of respect of packaging guidelines, cancellations and orders out of stock, slow fulfilment of orders, selling counterfeit and illegal Products, failure to provide any written certification of compliance required by any federal, state, provincial or local law and or ordinance and or code and or regulation upon a written request by Plura Choice to furnish the same or by a regulatory or administrative authority empowered to do so, etc.

7. SELLER OBLIGATIONS TO CUSTOMER SERVICE

- 7.1 Plura Choice may forward questions or complaints received by Plura Choice Customer Service Department (CSD) regarding any sold Product(s) to the Seller. The Seller shall be obliged to respond to Plura Choice on all such questions or complaints within twenty four (24) hours of the receipt of such questions or complaints.
- 7.2 On receiving Seller's response to any question or complaint, Plura Choice shall promptly forward the response to the Buyer.
- 7.3 If a Seller fails to respond to any question or complaint within twenty four (24) hours of receiving the same, the Seller or any of its Products may be de-listed from the Platform without further notice.

8. PAYMENTS

- 8.1 The payments will be made to the Seller after 48 hours of the completion of the sale to the Bank Account, provided that payment related to any Product shall be initiated not less than 15 days after the Product has been successfully delivered to the Customer.
- 8.2 Plura Choice will ensure payment statements are available on the Seller Center with all relevant payments.
- 8.3 All payments will be made in the currency of the jurisdiction of the sale taking place or in Canadian Dollars if such is within Canada. In case the Seller wishes to change the information for the Bank Account, it may do so by updating its Bank Account information through the Seller Center. Payments will be made via online transfer to the Bank Account or any registered legal payment gateway platform account specified by the Seller in the Seller Center.
- 8.4 The Seller agrees that Plura Choice shall not be liable for any failure to make payments arising due to incomplete or inaccurate information provided by the Seller with regard to its Bank Account
- 8.5 The Seller's return policy has to be displayed on the Seller's portal as part of the Seller's description of goods and all the requests to return goods will be handled according to the said return policy. In the event there is no return policy displayed on the Seller's portal the parties will be bound by the Plura Choice's own **Standard Return Policy**. In both circumstances, the Seller will be responsible for accepting the returned goods and returning the monies to the Buyer as agreed between parties in terms of the clauses of the applicable Return Policy.
- 8.6 Plura Choice shall be entitled to deduct or withhold from payments to be made to the Seller under this agreement any duties, taxes or other amounts required to be deducted or withheld under any federal, provincial, state or local law and to remit the same to the taxing authority of any jurisdiction relevant to the transaction. Plura Choice may also deduct transaction, administration and banking fees from the said monies or recover them subsequently from the party responsible.
- 8.7 Any sums due to the Seller hereunder may be applied by Plura Choice as a set off against any sums owed by the Seller to Plura Choice, or against any claims of third parties against Plura Choice arising from the Seller's performance, whether under this agreement, any Contract or other document.

9. WARRANTIES

- 9.1. The Seller warrants to Plura Choice that all its Products sold on the Platform, whether manufactured, imported or otherwise produced or provided by the Seller or others, will strictly conform to the specifications, drawings, samples, performance criteria, and other descriptions referred to or provided on the Platform, and be of merchantable quality and fit for the purpose(s) intended; and have all relevant regulatory permits and licenses, and conform to all applicable laws, ordinances, codes and regulations.
- 9.2. The Seller furthermore warrants and represents to Plura Choice that:
- 9.2.1. It is competent to enter into this agreement and any Contract and its entry into this agreement and any Contract and the performance thereof have been duly authorized by all necessary corporate action and constitutes a valid and binding agreement of the Seller, enforceable against the Seller in accordance with the terms thereof.
 - 9.2.2. The Products and their packaging will comply with all applicable marking and labelling requirements.
 - 9.2.3. None of the Products have been or will be produced or manufactured, in whole or in part, by child labour or by convict or forced labour.
 - 9.2.4. It and its subcontractors, agents and suppliers involved in producing or delivering the Products will strictly adhere to all applicable laws of Canada as well as any other jurisdiction which the products are advertised or sold or transported through and other countries where the Products are produced or delivered, regarding the operation of their facilities and their business and labour practices, including without limitation working conditions, wages, hours and minimum ages of workers.
 - 9.2.5. All customs duties, excise taxes and any other tax and levies on the import, manufacture or production of the Products have been duly paid.
 - 9.2.6. It is legally entitled and permitted to sell the Products that it is listing.
 - 9.2.7. The Products are not dangerous and do not contain any harmful and or hazardous substance, contraband, explosives, or any kind of prohibited material as per law.
 - 9.2.8. It will package and ship all Products in accordance with all applicable laws and the Seller shall be solely responsible for any violation of law and will indemnify Plura Choice against the consequences of any such violation.
 - 9.2.9. All information, including but not limited to all information furnished to Plura Choice with regard to the Products is accurate and up-to-date.
 - 9.2.10. It shall not host, display, upload, modify, publish, transmit, update or share any information which infringes any patent, trademark, copyright, proprietary rights, third party's trade secrets, rights of publicity, or privacy, is fraudulent or involves the sale of counterfeit or stolen items.
 - 9.2.11. All formal consents, waivers, approvals, authorizations, exemptions, registrations, licenses or declarations of or by or filing with, any authority or contracting party which are required to be made or obtained by the Seller in connection with the entry into this agreement or any Contract and the performance of the same, have been duly obtained.
 - 9.2.12. The entry, delivery and performance of this agreement or any Contract by the Seller will not violate or conflict in any material respect with any law, statute, rule, regulation, ordinance, code, judgment, order, writ, injunction, decree or other requirement of any court or of any governmental body or agency thereof.
 - 9.2.14. If it is necessitated by the laws and regulations the Seller shall be obliged to procure all formal consents, waivers, approvals, authorizations, exemptions, registrations and/or licenses necessary for Plura Choice to feature the Products on the Platform, on its own cost.
 - 9.2.15. Plura Choice may at any point require the Seller to provide any financial, business or personal information for the purpose of verification of the business and its capacity to deliver products advertised on the platform and/ or of complying with any legal notice, and the Seller shall provide the same to Plura Choice within seven (7) business days (or as stated in the notice if the matter is deemed to be requested is considered urgent) of such request being made.
- 9.3 It is our policy to prohibit and actively pursue the prevention of money laundering and any activity that facilitates money laundering or the financing of or terrorist or criminal activities. We are committed to anti-money laundering compliance in accordance with applicable law and require our directors, officers and employees to adhere to these standards in preventing the use of our products and services for money laundering purposes. You warrant that you are not, in any way, actively involved in money laundering or financing of terrorist or criminal activities or any other illegal activity. We reserve the right to carry out necessary money laundering, terrorism financing, fraud or any other illegal activity check before authorizing your account, payments or processing of any applicable refunds.
- 9.4 In the event of there being primary evidence of an act connected to or having a direct correlation to violations of Money laundering and or Terror Financing and or Human Trafficking, we will take immediate steps to freeze any funds which have not been settled to

you and will inform the authorities with immediate effect. From that moment onwards, the release of any unpaid funds will be made only at the direction of the legal authorities or through a judicial order.

- 9.5 The Seller shall not accrue any legal right to sue Plura Choice for any such freeze of accounts or funds or holding funds until such time the authorities release the funds or a valid order of the court is received to Plura Choice. When such notice is received of the release of funds or portions of funds, Plura Choice will take immediate steps to release such funds within a reasonable time period.

10. INTELLECTUAL PROPERTY

- 10.1. The Seller warrants, represents and covenants that its import, manufacture, production, sale, distribution and use of the Products do not infringe directly or indirectly any Intellectual Property and or Copyrights. The Seller warrants, represents and covenants that featuring of the Products on the Platform does not, directly or indirectly, infringe any Intellectual Property.
- 10.2. The Seller undertakes and represents to Plura Choice that it has all rights and ownership or is a licensed user of all Intellectual Property in relation to the Products and the supply of the Products which shall not be infringed due to marketing, promoting and featuring the Products on the Platform. Plura Choice acknowledges that it will not acquire any rights in respect of the Intellectual Property in relation to the Products.
- 10.3. The Seller represents and warrants to Plura Choice that it is not aware of any claims made by any third party with regards to any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the manufacture, sale, distribution or use of the Products.
- 10.4. Both parties agree to release, defend, protect, indemnify and hold their affiliates, and their respective directors, officers, employees, contractors, agents, suppliers, users, successors, and assigns, 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 any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claims, demand or action resulting from the advertising, promotion, manufacture, sale, distribution or use of the Products.
- 10.5. The Seller shall not be entitled to use any Intellectual Property belonging to Plura Choice without Plura Choice's prior approval in writing, and doing so shall create a violation which results in giving rights to Plura Choice to seek damages and other remedies available under the law against the Seller but not limited to immediate suspension and delisting of the Seller.
- 10.6. Both Parties shall not make any negative, denigrating, or defamatory statement(s)/comment(s) about each other, the brand name, or the Platform, or otherwise engage in any conduct or action that might tarnish the image or reputation of Plura Choice or Seller's on the platform or otherwise tarnish or dilute any Plura Choice or Sellers' trade mark, service marks, trade name and/or goodwill associated with such trade, service marks or trade name as may be owned or used by either Party
- 10.7 The software and all the associated programs belong to Plura Choice and any unauthorized usage, including but not limited to reverse engineering of the same, thereof for any purpose whatsoever is prohibited.
- 10.8 Plura Choice shall be entitled to commence legal proceedings for the purposes of protecting its confidential information or any exclusivity rights, as contained in this agreement, by means of injunctive or other equitable relief.

11. CONFIDENTIALITY

- 11.1. All Customer information and data, designs, drawings, specifications, communications, whether written, oral, electronic, visual, graphic, photographic, observational, or otherwise, and documents supplied, revealed or disclosed in any form or manner to the Seller by Plura Choice, or produced or created by the Seller for Plura Choice hereunder are the intellectual property of, and confidential to Plura Choice and Seller and shall be used solely by the Seller for purposes of this agreement. All such information shall be treated and protected by the Seller as strictly confidential, and shall not be disclosed to any third party without the prior written consent of Plura Choice, and shall be disclosed within the Seller's organization only on a need-to-know basis.
- 11.2. Both Parties may require their respective employees and other personnel involved in the performance of this agreement to execute an individual confidentiality agreement prior to any disclosure. Any non-disclosure agreement heretofore executed by the Seller in connection with the sale of its Products under this agreement is hereby expressly incorporated within the Contract.
- 11.3. Both parties shall immediately return to each other any information provided, either upon demand, or upon the termination of this agreement, including all copies made by either Party.
- 11.4. Both Parties shall not publicize, disclose, or discuss the existence, content, or scope, whether generalities or details, of this agreement or make any reference to each other, the business of either to any third party by any means, and through any medium (including but not limited to advertising, web site references, photographs, articles, press releases or interviews, speeches or programs) without obtaining prior written consent.

12. INDEMNIFICATION

- 12.1. The Seller agrees to release, defend, indemnify, and hold harmless Plura Choice, including its affiliates, and any director, officer, employee, contractor, or agent, against any costs (including attorney fees and court costs on an indemnity basis), fines, penalties, damages, and liabilities, arising from, alleged to arise from, or in any way associated with
- 12.1.1. any defect in Products sold to any Buyer;
 - 12.1.2. any claim made by any Buyer on the basis of any Contract;
 - 12.1.3. any defect in the packaging or shipping of a Product by the Seller;
 - 12.1.4. any violation of any law committed by the Seller, including any failure by the Seller to pay any required tax on the import, manufacture, production, sale, supply, distribution or delivery of a Product;
 - 12.1.5. any negligence or fault of whatever nature of the Seller or its affiliates, and any director, officer, employee, contractor, or agent; or
 - 12.1.6. any breach in any warranty or representation made herein.

13. LIMITATION OF LIABILITY

- 13.1. The Platform and the Seller Center, including all content, software, functions, materials and information made available on or provided in connection with the Seller's access to and use of the Platform and the Seller Center, are provided "as-is." The Seller acknowledges and confirms that it will access and use the Platform and the Seller Center at its own risk, to the fullest extent permissible by law and subject to Plura Choice's exclusive right to the software and the interfaces of the Plura Choice online marketplace, Plura Choice disclaims:

- (i) any representations or warranties regarding this agreement, the contracts or the transactions contemplated by this agreement, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement;
- (ii) implied warranties arising out of course of dealing, course of performance or usage of trade; and
- (iii) any obligation, liability, right, claim or remedy in tort, whether or not arising from Plura Choice's negligence. Plura Choice does not warrant that the functions contained in the platform and the Seller Center will meet the Seller's requirements or be available, timely, secure uninterrupted or error-free, and Plura Choice will not be liable for any service interruptions, including but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of any contracts or transactions.

Plura Choice does not warrant that the functions contained in the Platform and the Seller Center will meet the Seller's requirements or be available, timely, secure uninterrupted or error-free, and Plura Choice will not be liable for any service interruptions, including but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of any contracts or transactions.

- 13.2. Because Plura Choice is not a party to the contracts between Buyers and Sellers, if a dispute arises between them, the Buyer and the Seller shall release Plura Choice (and its agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- 13.3. Plura Choice will not be liable (whether in contract, warranty, tort (including negligence, product liability or other theory) or otherwise) to the Seller or any other person for the cost of cover, recovery or recoupment of any investment made by the Seller in connection with this agreement, or for any loss of profit, revenue, business, or data or punitive or consequential damages arising out of or relating to this agreement, even if Plura Choice has been advised of the possibility of those costs or damages. Further, Plura Choice's aggregate liability arising out of or in connection with this agreement, the contracts or the transactions contemplated will not exceed at any time the total commission during the prior three-month period paid by the Seller to Plura Choice except for under clause 5.6.

14. FORCE MAJEURE

- 14.1. Plura Choice shall not be liable to the Seller or be deemed to be in breach of this agreement by reason of any delay in performing or any failure to perform any of Plura Choice's obligations if the delay or failure was due to any cause beyond Plura Choice's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Plura Choice's reasonable control:
- 14.1.1. Act of God, explosion, flood, tempest, fire or accident war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 14.1.2. Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

- 14.1.3. import or export regulations or embargoes;
 - 14.1.4. interruption of traffic, strikes lock-outs or other industrial actions or trade disputes (whether involving employees of Plura Choice or of a third party);
 - 14.1.5. interruption of production or operation, difficulties in obtaining raw materials labour, fuel, parts or machinery;
 - 14.1.6. power failure or breakdown in machinery.
 - 14.1.6. inclement weather;
 - 14.1.7. labour issues; and
 - 14.1.8. supply chain issues.
- 14.2. Plura Choice may, at its option, fully or partially suspend delivery/performance while such circumstances continue and Plura Choice shall not be liable for any loss or damage suffered by the Seller as a result of such suspension, including but not limited to from the Seller's failure to fulfill any Contract with a Buyer

15. DURATION & TERMINATION

- 15.1. This agreement remains extendable by tacit agreement until one of the parties terminates it.
- 15.2. The Seller may terminate this agreement by means of thirty (30) Days' notice by registered mail with acknowledgement of receipt and/or email.
- 15.3. On or at any time after the occurrence of any of the events of default in Clause 15.4 below, Plura Choice shall, in addition to any rights or remedies it may have in law, in equity, be entitled to terminate this agreement with immediate effect by written notice to the Seller.
- 15.4. The following shall constitute events of default:
- 15.4.1. the Seller being in breach of any warranty or representation under this agreement or any Contract;
 - 15.4.2. the Seller being in breach of any obligation under this agreement or any Contract and failing to remedy the same on or before seven (7) Business Days from receipt of a written notice from Plura Choice of such breach;
 - 15.4.3. the Seller passing a resolution for its winding up or the Bankruptcy Court of competent jurisdiction making an order for the Seller's winding up or dissolution;
 - 15.4.4. The making of an administration order in relation to the Seller or the appointment of a receiver over or an encumbrance taking possession of or selling any of the Seller's assets;
 - 15.4.5. the Seller making an arrangement or settlement with its Creditors generally or applying to a court of competent jurisdiction for protection from its Creditors;
 - 15.4.6. the Seller ceasing or threatening to cease to carry on business; or
 - 15.4.7. Plura Choice reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.
- 15.5. The termination of this agreement shall not terminate any Contracts already entered into and the Seller shall be obliged to perform all Contracts entered into with the Buyers.
- 15.6. The Parties will settle all outstanding liabilities on termination of this agreement.

16. ASSIGNMENT

- 16.1. The Seller may not assign this Agreement or any Contract, or any part hereof, or any money due hereunder, without the prior written consent of Plura Choice. If consent is granted, any such assignment by the Seller shall not increase or alter Plura Choice's obligations nor diminish the rights of Plura Choice, nor relieve the Seller of any of its obligations under this agreement or any Contract.
- 16.2. Plura Choice reserves the right to assign this agreement, in whole or in part, to any party, including Plura Choice's affiliates.
- 16.3. The Sellers shall give Plura Choice prompt written notice of any change in its ownership or organization, and changes in the manufacture or production of the Products provided hereunder. In the event of a transfer of ownership of the Seller entity to a new entity, all the agreements between the said Seller and Plura Choice shall be assigned to the new entity subject to the laws of governing the change of corporate ownership.

17. NOTICES

- 17.1. All notices between the Parties shall be in writing and will be sent to the respective business addresses provided by the parties at the time of entering into the business relationship and the details provided by the Seller to Plura Choice at Seller Centre.

18. RELATIONSHIP OF THE PARTIES

- 18.1. Nothing in this agreement will create any partnership, joint venture, franchise, sales representative or employment relationship between the Parties or impose any liability on Plura Choice in relation to the Seller beyond that specifically expressed in this agreement as a commission agent.

19. MODIFICATIONS

- 19.1. The Seller acknowledges and agrees that Plura Choice may at its sole discretion modify, amend or change any of the general terms and or the platform policies and such modified, amended or changed general terms and or the platform policies shall come into force and be binding on the Seller upon the posting of such changes on Seller Center or on the Platform and/or emailing of the same to the Seller, and the Seller is responsible for reviewing these locations and informing itself of all applicable changes or notices. The Seller should refer regularly to Seller Center to review the current agreement (including any platform Policies). Plura Choice will inform the Seller of any modification via email. THE SELLER'S CONTINUED ACCESS AND USE OF THE PLATFORM AND SELLER CENTER AFTER PLURA CHOICE'S POSTING OF ANY CHANGES WILL CONSTITUTE ITS ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.
- 19.2. The Seller will then have three (03) days to accept any and all modifications or communicate disagreement via the Seller Center or via Email. If there is no response from the Seller it will count as an agreement on the Seller's part.

20. MISCELLANEOUS

- 20.1. Any typographical clerical or other error or omission in any acceptance, invoice or other document on the part of Plura Choice shall be subject to correction without any liability on the part of Plura Choice.
- 20.2. No waiver by Plura Choice of any breach of this agreement by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 20.3. If any provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected thereby.
- 20.5. This agreement shall be governed by the laws of the Province of Alberta and Canada and the Parties agree to submit to the exclusive jurisdiction of the competent courts.

21. DROPSHIP

21.1. Inventory Treatment:

- 21.1.1. The Seller is obliged to maintain inventory of all Products featured on the Platform and update its true inventory through the Seller Center on a daily basis. Furthermore, the Seller shall furnish the said information for Plura Choice to monitor the same on the Seller Center.
- 21.1.2. In the event that the Seller reasonably anticipates that any Products sold on the platform may go out of stock, it shall immediately update the inventory information in the Seller Center.
- 21.1.3. If an out of stock Product is shown as in stock on the Platform due to the Seller's inability to update the correct inventory information for that Product on the Seller Center and a Buyer places an order for the Product, the order may be cancelled and the Seller may be penalized for breaching Platform Policies and shall be required to take immediate steps to activate the refund process, which may include additional charges.

21.2. Order Processing and Packaging:

- 21.2.1. Upon receipt of an order for the purchase of Products, Plura Choice shall forward the order and furnish the Seller with details relating to the ordered Product(s) via the Seller Center, including the Seller's product or bar code relating to the Product(s) and any other details required to fulfill the order - as provided by the Buyer. Order Status on the Seller Center will be depicted as Pending and is a confirmation of an order placed by a Buyer.
- 21.2.2. Upon receipt of information under Clause 21.2.1 above, the Seller shall be obliged to process and package each order such that any and all sold Products shall have a Handling Time (sometimes called and referred to as "Preparation time" and or "Processing Time", which terms shall mean and include the same), based on *inter alia* packaging and transport requirements, as defined by the Seller ranking within the Buyer Protection Policy. In case of any delay, either materialized or foreseen, the Seller shall immediately inform Plura Choice.
- 21.2.3. No package will be handed over to the Delivery Entity nor to Plura Choice designated pickup, if the order status is marked as "cancelled" on Seller Center prior to its shipment.

- 21.2.4. Packaging materials to be used are prescribed within the Packaging Guidelines as required in terms of the law and the regulations of the jurisdiction in which the product is packed, transmitted through and handed over to the premise designated by the Seller.
- 21.2.5. The Seller must print and pack the invoice, shipping label and returns form generated via the Seller Center with the shipment package in the necessary number of copies and all affixing shall be done in accordance with the requirements of Plura Choice and relevant statutory authorities enforced laws and regulations.
- 21.3. The Seller acknowledges and agrees that:
- 21.3.1. Neither the Delivery Entity nor Plura Choice shall be liable for any loss including but not limited to taxes and duties levied on the consignment arising due to confiscation of shipments by any government agencies due to lack of proper documents.
- 21.3.2. All parcels shall be accompanied by the respective forms as prescribed by law to meet the requirements of any governmental authority, local, state/provincial or federal as the case may be.
- 21.3.3. The Seller acknowledges that Plura Choice shall not be liable to pay for any payment(s) of any cancelled packages to the Buyer.
- 21.3.4. For the avoidance of doubt continuous abuse of this policy shall result in the Seller being delisted by Plura Choice.
- 21.4. Cancellations, Rejections, Returns and Refunds
- 21.4.1. The Seller agrees that a Buyer may cancel an order for any Product, except the products which are indicated as non-cancellable on the Seller's portal, in any category before it has been shipped to the Buyer. The Seller shall inform Plura Choice prior to naming any product as non-cancellable and non-returnable on the portal.
- 21.4.2. The Seller agrees that if the Buyer cancels an order prior to the order being marked shipped, the Seller shall not dispatch any cancelled status orders. Any such shipment and liability associated with the same shall remain the Seller's responsibility at all times.
- 21.4.3. The Seller authorizes Plura Choice to provide the Buyer with a refund where the Buyer has pre-paid for the Product and the Buyer cancels the order before it has been shipped or the Product is rejected and/or the Product is returned, as per Return policy guidelines and also subject to any costs which may have been incurred
- 21.4.4. Where for any reason whatsoever, any Product in any category cannot be delivered to the Buyer ("Rejected Product"), Plura Choice may, at its discretion, charge the entire cost of shipping the Product to the Seller.
- 21.4.5. Unless stated otherwise in the Return Policy in relation to any particular category of Products, the Seller will accept returns of Products in the following cases:
- 21.4.5.1. Defective/Damaged Product
- 21.4.5.2. Incorrect Product
- 21.4.5.3. Incomplete Product
- 21.4.5.4. The Buyer changes his/her mind or no longer needs the product (applicable for certain categories only)
- 21.4.6. In case of a return, Plura Choice may, at its discretion, bill the Seller for the cost of shipping the Product from the Buyer to Plura Choice or to the Seller, where the product is returned due to a fault of the product or the Seller.
- 21.4.7. At the Buyer's option, the Seller will either replace the damaged Product within the stipulated timeline as defined in the Buyer Protection Policy or authorize Plura Choice to provide a full refund. The damaged Product may be shipped to the Seller at the Seller's cost unless the Seller directs Plura Choice to dispose of the Product. In the event of Plura Choice having to dispose of the said product and any costs associated with said disposal, the Seller will be liable for the entire costs of disposal and shall remit Plura Choice within 48 hours of Plura Choice forwarding the costs of disposal to the Seller. In certain circumstances, Plura Choice reserves the right to seek the advancement of funds from the Seller prior to the disposal of the product for the costs associated with the disposal process. In that event, the Seller shall with immediate effect prior to the expiry of 48 hours will deposit the said amounts to the account of PluraChoice. In the event of the Seller's failure to do so, Plura Choice reserves the right to dispose of the said product at the expiry of the 48 hours (in certain cases on an immediate basis due to health and safety hazards) and charge the Seller from his individual account maintained with Plura Choice.
- 21.4.8. The Seller agrees to be bound by and act in accordance with the Return Policy. To the extent that there is any conflict between the Return Policy, the Return Policy shall prevail.
- 21.5. Additional Services
- 21.5.1. Pick-up: The Seller can opt for a pick-up service.

22. PLURA CHOICE EXPRESS

22.1. Inventory Treatment:

- 22.1.1. In the case the Seller opts to operate on Plura Choice Express, the Parties shall agree on the type and quantity of Products, which the Seller shall constantly update on the Seller Center.
- 22.1.4. Prior to the delivery, the Seller shall provide to Plura Choice the Required Product Information agreed to be delivered, which shall be accurate. The Seller shall ensure that each Product clearly states its unique code, along with other code stickers and tags. At the pickup for delivery, the Seller shall produce a packing list containing the relevant above mentioned information, which shall be confirmed by Plura Choice.
- 22.2. Order Processing and Packaging:
- 22.2.1. Upon receipt of an order for the purchase of any Product(s) through the Platform, Plura Choice shall be responsible for dispatching and delivering the Product(s) to the Buyer, unless the Buyer has opted for In Store Pickup.
- 22.3.2. The Seller acknowledges and agrees that:
- 22.3.3. The Delivery entity and Plura Choice shall have the right but not the obligation, to inspect any shipment without prior intimation to the Seller for checking the contents. The Seller is responsible for ensuring the correct Product(s) are sent to the Buyers.
- 22.3.4. All parcels shall be accompanied by the respective forms as prescribed by law to meet the requirements of any governmental authority.
- 22.4. Cancellations, Rejections, Returns and Refunds
- 22.4.1. The Seller agrees that a Buyer may cancel an order for any Product in any category before it has been shipped to the Buyer.
- 22.4.2. The Seller authorizes Plura Choice to provide the Buyer with a refund where the Buyer has pre-paid for the Product and the Buyer cancels the order before it has been shipped or the Product is rejected and/or the Product is returned.
- 22.4.5. Unless stated otherwise in the Return Policy in relation to any particular category of Products, the Seller will accept returns of Products in the following cases:
- i. Under the following conditions
 - ii. Defective/Damaged Product
 - iii. Incorrect Product
 - iv. Incomplete Product
 - v. The Buyer changes his/her mind or no longer needs the product (applicable for certain categories only)
 - vi. The product is unused, unworn, unwashed and without any flaws.
 - vii. The product includes the original tags, user manual, warranty cards, freebies and accessories.
 - viii. The product is returned in the original and undamaged manufacturer packaging/box.
- 22.5. In case of a return, Plura Choice may bill the Seller for the cost of shipping the Product from the Buyer or the Seller, if the Seller's conduct in respect of that particular transaction amounts to a violation of the policies of Plura Choice.
- 22.6. In the case of returned products, Plura Choice protects the Seller by conducting a quality control check at Plura Choice's Fulfilment Center to determine the validity of the Buyer's return claim. If the quality control identifies the Buyer's return claim as "Invalid", for whatever reason, the Product is sent back to the Buyer.
- 22.7. In case of any dispute with the Buyer as to the condition of the Product when it was delivered, the Seller agrees that it shall be bound by Plura Choice's inquiry into and decision as to the condition of the Product at the time of delivery.
- 22.8. Given that the Product was shipped to the Buyer from the Fulfilment Center, the Returned Product shall be reincorporated into the Seller's inventory of Products at the Fulfilment Center.
- 22.9. Given that the Product was shipped to the Buyer from Plura Choice's Fulfilment Center and the Buyer requests a replacement, the Seller authorizes Plura Choice to send a replacement Product to the Buyer, if such is available with Plura Choice at the time.
- 22.10. Plura Choice may, at its discretion, bill the Seller for the cost of shipping the replacement Product to the Buyer.
- 22.11. The Seller agrees to be bound by and act in accordance with the Return Policy. To the extent that there is any conflict between the Return Policy, the Return Policy shall prevail.
- 22.13 If there are any changes to this policy the Seller shall inform Plura Choice to display those in the "special remarks" section of the portal.

23. APPLICABLE LAW

- 23.1. Any claim or dispute at law or equity that arises between Plura Choice and the Seller their respective affiliates, subsidiaries, parent companies, predecessors, successors, assigns as well as employees and agents, that relates to or arises out of engagement in this User Agreement, or through accessing our Services will be resolved with the provisions herein.

- 23.2 The applicable law that will govern the transaction and any relationship between Plura Choice and its Sellers are the laws of Alberta shall govern this agreement without regard to principles of conflict of laws or any laws pre-empted by federal laws or inconsistent.

24. DISPUTE RESOLUTION

- 24.1 Parties agree that all disputes that may arise out of the relationship between Plura Choice and its Sellers shall be exclusively resolved through arbitration which will be final and conclusively binding on the parties.
- 24.2. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.
- 24.3. Such relief awarded through an Arbitration process (monetary, injunctive or declaratory relief) shall be only in favour of the individual party seeking relief and only to the extent necessary to provide relief necessitated by such individual claim(s). Any relief awarded shall not have any impact on other users of Plura Choice.
- 24.4. Mediation Procedures
- 24.4.1. If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation with Canadian Arbitration Association before pursuing any other proceedings.
- 24.4.2. Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relief, serious harm may be done to the party.
- 24.4.3. Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation.
- 24.4.4. The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five days after receipt of the notice of intention to mediate, the Mediator will be appointed by Canadian Arbitration Association.
- 24.4.5. The mediation will be held at Calgary, Alberta, Canada.
- 24.4.6. The Parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the Parties.
- 24.4.7. If the dispute has not been resolved within thirty days of the notice of desire to mediate, any Party may terminate the Mediation and proceed to Arbitration as set out below.
- 24.4.8. Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration at Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration.
- 24.4.9. Any Party may serve notice of its desire to refer a dispute to arbitration. The arbitration shall be conducted by a single Arbitrator, unless otherwise agreed between parties in prior and in writing.
- 24.4.10. The arbitration shall be held in Calgary, Alberta, Canada.
- 24.4.11. The arbitration shall proceed in accordance with the provisions of the Arbitration Act of Alberta.
- 24.4.12. The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom. 24.4.13. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 24.4.14. The costs of the arbitrator shall be divided equally between the parties.
- 24.5. Directly to Arbitration Procedure
- 24.5.1. Arbitration process shall commence with the party who wishes to initiate such process sending a notice to the other. Such notice to be sent to Plura Choice-Litigation Department, of which the address has been provided at the end of this agreement setting out details of the nature of the dispute for which Arbitration is sought for, specific relief sought, contact details and phone number registered to Plura Choice.
- 24.5.2. Such notice should be sent to the above mentioned address physically as Arbitration notice received online or via email shall not be considered as a notice served duly as per the terms of these sections.
- 24.5.3. Upon receiving notice as described above parties shall strive to resolve the matter amicably within a period of 30 days, failing which the Arbitration process shall commence.
- 24.5.4. Such matters wherever possible shall be resolved by submissions of documents only unless the at Arbitrator's discretion the parties are required to appear in person. Such a hearing, if all agree can be held via zoom or other communication methods.
- 24.5.5. The Arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honour all claims of privilege recognized by law.
- 24.5.6. The Arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law.

- 24.5.7. The Arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 24.5.8. Costs of Arbitration - Payment of all filing, administration and arbitrator fees will be governed by the Arbitration rules and regulations applicable, unless otherwise stated in this Agreement to Arbitrate.
- 24.5.9. In the event the value of the relief sought is or less than One Hundred Canadian Dollars Plura Choice shall bear the administration and Arbitrator's fee including any other associated fees. However, in the event it is determined that the claim is frivolous, the Buyer shall agree to reimburse Plura Choice for all fees and costs associated with the process.

25. JURISDICTION - JUDICIAL FORUM FOR LEGAL DISPUTES

If the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the Arbitrator or a court order, you agree that any claim or dispute between you and Plura Choice will be resolved exclusively by a court located in Calgary, Alberta, Canada. You agree to submit to the personal jurisdiction of the courts located within Calgary, Alberta, Canada, for the purpose of litigating all such claims, disputes, or matters.

26. GENERAL

- 26.1. Except as otherwise provided in this User Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, and in such event, we will post a notice on the Plura Choice website.
- 26.2. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.
- 26.3. Without limiting our ability to refuse, modify, or terminate all or part of our Services, Plura Choice may also terminate this Agreement with anyone at any time for any reason, at our sole discretion, by giving notice of such termination.
- 26.4. The policies and terms posted on our Services may be changed from time to time. Changes take effect when we post them on the platform.
- 26.5. If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such an account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.
- The User Agreement and all terms and policies posted through our Services set forth the entire understanding and agreement between you and Plura Choice and supersede all prior understandings and agreements of the parties.
- 26.6. The following sections survive any termination of this User Agreement: Fees and Taxes, Content, Holds and Restricted Funds, Additional Terms, Payment Services, Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.

HOW CAN YOU REACH US?

You can reach us through post, e-mail or telephone. Our address is:

Plura Choice WebServices Inc.
No.16, Everstone Rise SW,
Calgary, AB T2Y 4J8, Canada

Email: support@plurachoice.com
Phone: +1(403) 835-0465

© Plura Choice WebServices Inc 2023