

SHIMIO MERCHANT AGREEMENT

Version 2.0. Master template for all merchants on the Shimio Platform. Each Merchant's details are recorded only in the Merchant Registration Form at the end of this Agreement.

Parties and Recitals

This Merchant Agreement ("**Agreement**") is entered into on the date of acceptance recorded on the Platform or in the Merchant Registration Form ("**Execution Date**").

BY AND BETWEEN

Paras Sharma, sole proprietor carrying on business under the name and style of "**SHIMIO**", PAN OULPS3414K, GSTIN 02OULPS3414K1Z6, having his principal place of business at Vijaynagar, Totu, Shimla, Himachal Pradesh – 171011 (hereinafter "**Shimio**", which expression shall include his heirs, legal representatives, successors-in-business, and any partnership, limited liability partnership, company or other entity to which the business of Shimio is transferred, converted or vested, and its permitted assigns);

AND

The person or entity whose particulars are set out in the Merchant Registration Form accepted by Shimio (hereinafter the "**Merchant**", which expression shall include its successors, legal representatives and permitted assigns).

Shimio and the Merchant are individually a "**Party**" and together the "**Parties**".

WHEREAS:

A. Shimio owns and operates an online marketplace, being a "marketplace e-commerce entity" within the meaning of the Consumer Protection (E-Commerce) Rules, 2020, and an "intermediary" within the meaning of the Information Technology Act, 2000, through its website, mobile applications and other digital channels, which enables independent sellers to offer goods to customers.

B. Shimio does not own, hold inventory of, or take title to any goods offered on the Platform, and acts solely as a facilitator of transactions between Merchants and Customers.

C. The Merchant is lawfully engaged in the business of selling goods and wishes to offer such goods to Customers through the Platform on the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the Parties agree as follows.

1. Definitions and Interpretation

1.1 Definitions. In this Agreement:

"**Agreement**" means this Merchant Agreement, including its Schedules, the Policies and the Merchant Registration Form, each as amended under Clause 13.2.

"**Applicable Laws**" means all laws, statutes, ordinances, rules, regulations, notifications, circulars, guidelines, directions, orders and judgments of any governmental, statutory, regulatory or judicial authority in India, each as amended, re-enacted or replaced from time to time, including the Consumer Protection Act, 2019 and rules thereunder, the Information Technology Act, 2000 and rules thereunder, the Digital Personal Data Protection

Act, 2023 and rules thereunder, the Central Goods and Services Tax Act, 2017, the Income-tax Act, 2025, the Legal Metrology Act, 2009 and the Bureau of Indian Standards Act, 2016.

“Base Value” means the Product Value excluding GST at the rate applicable to that Product.

“Business Day” means any day other than a Saturday, Sunday or a day declared a public holiday in Himachal Pradesh under the Negotiable Instruments Act, 1881.

“Commission” means the fee payable by the Merchant to Shimio for each Order, at the rates set out in Schedule 1.

“Confidential Information” means any non-public business, financial, commercial, technical, operational, customer, pricing or strategic information disclosed by one Party to the other in any form, including the terms of this Agreement.

“Consumer Information” means any information, including Personal Data, relating to a Customer that the Merchant receives or accesses through the Platform.

“Customer” means any person who purchases or intends to purchase Products through the Platform.

“Effective Date” means the date on which Shimio approves the Merchant's registration and activates the Merchant's account on the Platform.

“Fees” means the Commission and every other charge payable by the Merchant under Schedule 1, exclusive of GST.

“Grievance Officer” means the officer appointed by Shimio under the Consumer Protection (E-Commerce) Rules, 2020 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, whose details are published on the Platform.

“Listing” means a product page or catalogue entry on the Platform created by or for the Merchant, including titles, images, descriptions, specifications, price and other content.

“Logistics Partner” means Shiprocket or any other courier, delivery or logistics provider engaged by Shimio.

“Merchant Content” means all text, images, videos, trademarks, logos and other material supplied by or on behalf of the Merchant.

“Order” means a confirmed purchase of one or more Products placed by a Customer through the Platform.

“Payment Aggregator” means the payment aggregator or payment gateway, authorised or regulated by the Reserve Bank of India, that Shimio engages to collect payments from Customers.

“Personal Data”, “Data Fiduciary”, “Data Processor”, “Data Principal” and “Personal Data Breach” have the meanings given in the Digital Personal Data Protection Act, 2023.

“Platform” means the website, mobile applications, software and other digital channels owned or operated by Shimio.

“Policies” means the Schedules, and the policies, guidelines and standards published by Shimio on the Platform or the Merchant dashboard and identified as forming part of this Agreement, each as amended under Clause 13.2.

“Product” means the goods listed by the Merchant for sale on the Platform.

“Product Value” means the price paid by the Customer for the Products in an Order, inclusive of GST, and excluding any delivery charge, return processing fee or other charge that Shimio retains under Schedule 1 or Schedule 3.

“Prohibited Products” means the goods listed in Schedule 2, Part A, and any goods whose sale is prohibited under Applicable Laws.

“Return Window” means the period during which a Customer may request a return, replacement, exchange or refund for a Product under Schedule 3.

“Settlement Amount” means the amount payable to the Merchant for an Order, calculated under Clause 5.3.

“Set-off Amount” means any amount owed by the Merchant to Shimio, a Customer or a Logistics Partner under this Agreement.

1.2 Interpretation. In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa, and any gender includes all genders;
- (b) headings are for convenience only and do not affect interpretation;
- (c) references to any law include that law as amended, modified, consolidated, re-enacted or replaced from time to time, together with any successor provision, whether or not renumbered;
- (d) “including” and similar expressions mean “including without limitation”;
- (e) references to “days” mean calendar days unless Business Days are specified;
- (f) references to a “person” include any individual, firm, company, limited liability partnership, trust, government authority or other entity;
- (g) “in writing” includes email and notifications through the Merchant dashboard; and
- (h) any obligation of the Merchant not to do something includes an obligation not to permit or cause it to be done.

1.3 Order of Precedence. In case of conflict, the following order of precedence applies: (i) Applicable Laws; (ii) the body of this Agreement; (iii) the Schedules; (iv) other Policies; (v) the Merchant Registration Form. A Schedule or Policy prevails over the body of this Agreement only where it expressly states that it does so.

2. Appointment and Scope

2.1 Appointment. Subject to this Agreement, Shimio appoints the Merchant as a non-exclusive seller on the Platform, and the Merchant accepts such appointment. Nothing in this Agreement restricts the Merchant from selling its Products through any other channel, at any price, and Shimio shall not require the Merchant to offer prices on the Platform that are equal to or lower than prices offered elsewhere.

2.2 Nature of Relationship.

- (a) Shimio is a marketplace e-commerce entity and an intermediary. Shimio does not own, hold inventory of, or take title to any Product, and is not the seller of any Product.
- (b) Each sale of a Product is a contract between the Merchant and the Customer. The Merchant is the seller and supplier of record for all purposes, including the Consumer Protection Act, 2019, the CGST Act, 2017 and the Legal Metrology Act, 2009.

- (c) Except for the limited collection role in Clause 5.2(c), nothing in this Agreement creates a partnership, joint venture, agency, franchise, employment or fiduciary relationship. Neither Party may bind the other.

2.3 Services. Shimio shall provide the following services (“**Services**”):

- (a) hosting and displaying the Merchant’s Listings on the Platform;
- (b) enabling Customers to discover, order and pay for Products;
- (c) order management tools and a Merchant dashboard;
- (d) payment collection and settlement in accordance with Clause 5;
- (e) delivery coordination through the Logistics Partner in accordance with Clause 4;
- (f) Customer support for Platform-related queries, and grievance redressal through the Grievance Officer; and
- (g) optional promotional and advertising programmes, at Shimio’s discretion and on separate terms.

2.4 Shimio’s Statutory Undertakings. Shimio shall, as required by Applicable Laws:

- (a) display, on each Product page and on the Customer’s tax invoice, the Merchant’s name (legal or trade name), principal geographic address, customer care contact, rating and other information required under the Consumer Protection (E-Commerce) Rules, 2020, as amended, and the Merchant consents to this display;
- (b) maintain a grievance redressal mechanism and publish the Grievance Officer’s name and contact details on the Platform;
- (c) disclose on the Platform the main parameters that determine the ranking of Products and Merchants, and clearly label sponsored or promoted Listings;
- (d) apply the same Policies to all similarly placed Merchants, without arbitrary discrimination; and
- (e) not use Consumer Information in any manner prohibited by Applicable Laws.

2.5 Eligibility and KYC. The Merchant represents, warrants and undertakes that:

- (a) it has full legal capacity and authority to enter into and perform this Agreement;
- (b) it holds a valid PAN and a valid GST registration (GSTIN) for the place from which it supplies Products;
- (c) it holds all licences, registrations, certifications and approvals required for its business and Products, including those required under the Legal Metrology Act, 2009, the Bureau of Indian Standards Act, 2016 and any applicable Quality Control Orders;
- (d) the bank account provided for settlement is held in the Merchant’s own name;
- (e) all information and documents provided under Schedule 7 are true, complete and not misleading; and
- (f) it shall notify Shimio in writing within seven (7) days of any change in its ownership, constitution, address, GST status, bank details, licences or contact details.

2.6 Approval and Removal. Shimio may, acting reasonably, approve, reject, suspend or remove any Merchant application or Listing that breaches Applicable Laws or this Agreement, concerns a Prohibited Product, or poses a risk of fraud, consumer harm or harm to the Platform. Except where prohibited by law or where notice would defeat the purpose of the action, Shimio shall inform the Merchant of the reason for any rejection or removal.

2.7 No Guarantee. Shimio does not guarantee any minimum volume of Orders, sales, traffic, ranking or visibility for the Merchant or its Products.

2.8 Changes to Services. Shimio may modify the Platform or Services. Where a change materially and adversely affects the Merchant, Shimio shall give at least fifteen (15) days' prior notice, except where a shorter period is required by Applicable Laws, security needs or an order of any authority.

2.9 Merchant Independence. The Merchant decides its Products, stock, prices and discounts, and the warranty it offers, subject to this Agreement and Applicable Laws. Shimio does not direct how the Merchant runs its business except as this Agreement and Applicable Laws require.

3. Merchant Obligations

3.1 General. The Merchant shall conduct its business lawfully, honestly and in good faith, and shall comply with all Applicable Laws relating to its business and Products, including the obligations of a "seller" under Rule 6 of the Consumer Protection (E-Commerce) Rules, 2020, as amended.

3.2 Listings. The Merchant shall ensure that every Listing:

- (a) is accurate, complete, current and not misleading, and uses only genuine images of the actual Product;
- (b) contains all declarations required under the Legal Metrology (Packaged Commodities) Rules, 2011 and other Applicable Laws, including, as applicable: name and address of the manufacturer, packer or importer; generic or common name; net quantity; MRP inclusive of all taxes; unit sale price; month and year of manufacture or import; best before or use by date; country of origin; size and dimensions, including an accurate size chart for clothing and footwear; and consumer care details;
- (c) states the warranty, guarantee, return, refund, exchange and delivery terms applicable to the Product; and
- (d) is updated promptly when any of these details change.

3.3 Pricing and Discounts.

- (a) The Merchant determines its selling prices independently.
- (b) The selling price shall be inclusive of all taxes and shall not exceed the MRP.
- (c) Any discount, "sale" or reference price displayed shall be genuine, shall reflect a price at which the Product was actually offered for a reasonable period, and shall comply with Applicable Laws on price-reduction claims.
- (d) The Merchant shall honour the price shown at the time an Order is confirmed.

3.4 Inventory. The Merchant shall keep inventory levels on the Platform accurate, and shall bear all losses arising from Orders it cannot fulfil because of inaccurate inventory information.

3.5 Tax Invoice. For every Order, the Merchant shall issue a valid tax invoice (or bill of supply, as applicable) in its own name and GSTIN, with the correct HSN code and GST rate, in the form required by Applicable Laws, and include it in the package or make it available to the Customer electronically. Shimio generates each tax invoice on the Merchant's behalf, in the Merchant's name and GSTIN, using the HSN code and GST rate the Merchant has recorded for the Product. The Merchant authorises this, shall keep those details correct on the dashboard, and remains responsible for the invoice's accuracy and tax treatment.

3.6 Product Compliance. The Merchant shall:

- (a) obtain and maintain BIS certification or registration, and comply with any Quality Control Order, applicable to its Products;
- (b) comply with Extended Producer Responsibility obligations under the E-Waste (Management) Rules, the Battery Waste Management Rules and the Plastic Waste Management Rules, where applicable; and
- (c) comply with all applicable labelling, safety, packaging and hazardous-goods requirements, including those of the Logistics Partner.

3.7 Customer Service and Grievances. The Merchant shall:

- (a) maintain a grievance contact, published through the Platform, that acknowledges a Customer complaint within forty-eight (48) hours and resolves it within the period required by Applicable Laws, and in any case within one (1) month;
- (b) respond to queries forwarded by Shimio within the times set out in Schedule 6;
- (c) not refuse to take back, or to refund, goods that are defective, deficient, spurious, wrongly delivered or not as described; and
- (d) deal with Customers courteously and professionally.

3.8 Prohibited Conduct. The Merchant shall not, directly or indirectly:

- (a) list or sell Prohibited Products, or counterfeit, stolen, expired, unsafe or infringing goods;
- (b) post, procure or incentivise fake, paid or manipulated reviews or ratings, or suppress genuine negative reviews;
- (c) use dark patterns or any unfair trade practice, as defined under Applicable Laws;
- (d) place or procure fake Orders, including to manipulate ranking, ratings or settlements;
- (e) operate more than one account without Shimio's written consent;
- (f) solicit a Customer it first met through the Platform to complete a purchase outside the Platform;
- (g) accept payment for any Order directly from a Customer;
- (h) use Consumer Information for any purpose other than fulfilling the relevant Order and after-sales service;
- (i) offer or give any bribe, gift or inducement to any Shimio employee or representative; or
- (j) interfere with, scrape, reverse-engineer or compromise the Platform's security or functioning.

3.9 Code of Conduct. The Merchant shall comply with the Merchant Code of Conduct in Schedule 8.

3.10 Consequences. Any breach of this Clause 3 entitles Shimio to take action under Clause 9 (Term, Suspension and Termination) and Clause 10 (Liability, Indemnity and Inspection).

4. Orders, Delivery and Fulfilment

4.1 Order Confirmation. An Order is confirmed only when the Customer's full payment has been successfully captured by the Payment Aggregator. Shimio shall notify the Merchant of each confirmed Order through the Merchant dashboard and any other channel Shimio designates. The Platform accepts prepaid Orders only, and no cash-on-delivery Order shall be accepted unless Shimio introduces it with prior notice and amendment of Schedule 4.

4.2 Acceptance and Cancellation by Merchant. The Merchant shall accept or decline each Order within the time set out in Schedule 6. The Merchant may decline or cancel an Order only for genuine stock-out, a pricing error evident on the face of the Listing, or another reason accepted by Shimio. Every Merchant-initiated cancellation counts toward the Merchant's cancellation rate under Schedule 6, and the Customer shall receive a full refund.

4.3 Packaging. The Merchant shall pack each Order securely, in accordance with the Logistics Partner's packaging and labelling guidelines and Applicable Laws, with the correct Product, quantity, specifications and tax invoice. The Merchant is advised to record a continuous video or photographs of packing for each Order. Such recordings shall be accepted as evidence in any dispute under Clause 6.

4.4 Pickup and Delivery.

- (a) Shimio shall book shipment of every Order with the Logistics Partner. The Merchant shall have the packed Order ready for pickup at its registered pickup address within the dispatch time in Schedule 6.
- (b) Shimio shall bear the forward shipping charges for every Order, unless Schedule 1 provides otherwise.
- (c) Risk of loss of or damage to the Product passes from the Merchant when the Logistics Partner collects the shipment with a recorded pickup scan, and passes to the Customer on delivery.
- (d) If a Product is lost or damaged in transit for reasons not attributable to the Merchant, Shimio shall pay the Merchant the Settlement Amount that would have been payable for that Order, within thirty (30) days of the loss being confirmed, and Shimio shall pursue any claim against the Logistics Partner in its own name.

4.5 Failed Pickup. If the shipment is not ready at the scheduled pickup on two (2) successive attempts, Shimio may cancel the Order, and the cancellation shall be treated as Merchant-initiated.

4.6 Return to Origin (RTO). If an Order is returned undelivered, the cost of forward and return shipping shall be allocated in accordance with the fault matrix in Schedule 3, Part C.

4.7 Records. Shimio shall maintain electronic records of Orders, payments, shipment scans and communications. These records shall be admissible and shall be presumed accurate unless the Merchant proves otherwise with credible evidence. The Merchant may access its records through the Merchant dashboard.

4.8 Logistics Delays. Shimio shall not be liable for delivery delays caused by the Logistics Partner, weather, road closures or other events beyond its reasonable control, but shall make reasonable efforts to resolve them.

5. Fees, Payments and Settlement

5.1 Fees.

- (a) For each delivered Order not subject to a full refund, the Merchant shall pay Shimio the Commission at the rate set out in Schedule 1, calculated on the Base Value.
- (b) All Fees are exclusive of GST. GST at the applicable rate shall be charged in addition to the Fees.
- (c) Shimio shall issue tax invoices for the Fees and the GST on them, on a monthly basis, to enable the Merchant to claim input tax credit.

5.2 Collection of Product Value.

- (a) All payments by Customers shall be made through the Payment Aggregator. The Merchant shall not accept payment for any Order directly from a Customer.
- (b) Where the Payment Aggregator offers a split-settlement facility for the Platform, the Settlement Amount shall be paid to the Merchant directly by the Payment Aggregator, and Shimio's Fees shall be paid to Shimio.
- (c) Until such facility is available, the Merchant appoints Shimio as its limited agent solely to receive the Product Value from Customers on the Merchant's behalf, and to pay the Settlement Amount to the Merchant. Shimio shall: (i) hold such amounts in a bank account used only for Merchant settlements and separate from its operating account; (ii) not use them for any other purpose; (iii) reconcile that account against Orders at least once a week; (iv) make Order-wise statements available under Clause 5.8; and (v) move to the split-settlement facility within ninety (90) days after a Payment Aggregator makes it available to Shimio on commercially reasonable terms, or earlier if Applicable Laws or a direction of the Reserve Bank of India or the Payment Aggregator requires. Payment by a Customer to Shimio discharges that Customer's obligation to the Merchant. The Merchant acknowledges that this arrangement may be changed or suspended if Applicable Laws or such a direction require, and Clause 13.3 then applies.

5.3 Settlement Amount. The Settlement Amount for each Order is the Product Value (including the GST component, which belongs to the Merchant), less the amounts below. Delivery charges and return processing fees paid by Customers belong to Shimio and are not part of the Settlement Amount.

- (a) the Commission and GST on it;
- (b) tax collected at source under Section 52 of the CGST Act, 2017;
- (c) tax deducted at source under the applicable provision of the Income-tax Act, 2025;
- (d) refunds and other amounts payable under Clause 6 and Schedule 3; and
- (e) any Set-off Amount.

A worked example is set out in Schedule 1, Part C.

5.4 Settlement Cycle. Shimio shall settle, once every week, the Settlement Amounts for all Orders whose Return Window expired in the previous week and on which no return, exchange or complaint is open, to the Merchant's registered bank account. An Order with an open return, exchange or complaint is settled in the first weekly cycle after it is closed. Settlement shall be made no later than three (3) Business Days after the end of the week. Schedule 4 contains the detailed timelines.

5.5 Taxes.

- (a) The Merchant is solely responsible for GST on its supply of Products, and for the correct HSN code, GST rate and tax invoice for each Product.
- (b) Shimio shall collect tax at source and deduct tax at source as required by Applicable Laws, report them in the prescribed returns, and make the credits available to the Merchant, together with any certificates required by law.
- (c) If the Merchant fails to provide a valid PAN or GSTIN, Shimio may deduct or collect tax at the higher rate prescribed by law.

5.6 Holds. Shimio may withhold a Settlement Amount only:

- (a) for a specific Order under an open Customer complaint, return or chargeback, up to the value in dispute; or

- (b) where Shimio has reasonable grounds to suspect fraud or a breach of Clause 3.8, or where required by an order of any authority.

Shimio shall notify the Merchant of the reason for any hold within two (2) Business Days. Except where an authority's order requires otherwise, Shimio shall release any amount not finally determined to be payable by the Merchant within ninety (90) days.

5.7 Set-off and Debit Balance. Shimio may set off any Set-off Amount against any Settlement Amount. If the Merchant's account carries a debit balance, Shimio may recover it from future Settlement Amounts. If no future settlements cover it, the Merchant shall pay the balance within fifteen (15) days of a written demand.

5.8 Statements and Disputes. Shimio shall provide an Order-wise settlement statement for each cycle on the Merchant dashboard. The Merchant shall raise any dispute in writing within thirty (30) days of the statement's date, after which the statement shall be deemed accepted, except in case of manifest error or fraud.

5.9 Payment Gateway Charges. Shimio shall bear the Payment Aggregator's transaction charges for Orders, unless Schedule 1 provides otherwise.

5.10 Changes to Fees. Shimio may revise the Fees by giving at least thirty (30) days' written notice. Revised Fees apply only to Orders confirmed after the effective date. If the Merchant does not accept a revision, the Merchant may terminate this Agreement under Clause 9 before the revision takes effect, without any termination charge.

6. Returns, Refunds and Cancellations

6.1 Policy. Returns, replacements, exchanges, refunds and cancellations shall be handled in accordance with Schedule 3 and Applicable Laws. Shimio shall publish Customer-facing return terms on the Platform before purchase, consistent with Schedule 3.

6.2 Non-Negotiable Customer Rights. Regardless of any Listing or Schedule, the Merchant shall accept the return of, and refund, any Product that is defective, deficient, spurious, damaged on arrival, wrongly delivered or not as described.

6.3 Fault Determination. Shimio shall determine fault for each return or RTO on the basis of available evidence, including packing records, delivery photographs, shipment scans, the Listing and the Customer's submission. The Merchant may contest any determination within seven (7) days by submitting evidence, and Shimio shall decide on the contest within seven (7) days.

6.4 Refunds. Shimio shall initiate refunds to the Customer's original payment method within the times in Schedule 3, and adjust the corresponding amounts under Clause 5.7.

6.5 Return Abuse. Shimio may refuse or limit returns by any Customer it reasonably determines to be abusing the return process, and shall share evidence of such abuse with the Merchant where it affects the Merchant.

7. Intellectual Property

7.1 Shimio IP. All rights in the Shimio name, logos, trademarks, Platform, software, databases, catalogue structure, designs and materials ("Shimio IP") belong to Shimio or its licensors. The Merchant acquires no right in Shimio IP except under Clause 7.2.

7.2 Licence to Merchant. Shimio grants the Merchant a limited, non-exclusive, non-transferable, revocable licence, for the term of this Agreement, to use Shimio-approved badges and branding solely to indicate that its Products are available on the Platform, in accordance with Shimio's brand guidelines.

7.3 Merchant IP. The Merchant retains all rights in its trade names, trademarks, logos, original photographs, designs and other Merchant Content.

7.4 Licence to Shimio. The Merchant grants Shimio a non-exclusive, royalty-free licence, sub-licensable to Shimio's service providers and advertising channels, to use, reproduce, display, adapt (including resizing, cropping, translating and formatting) and distribute Merchant Content, solely for:

- (a) operating the Platform and displaying the Merchant's Listings;
- (b) advertising and promoting the Merchant's Products and the Platform, on and off the Platform; and
- (c) complying with Applicable Laws.

7.5 Post-Termination. After termination, Shimio shall remove the Merchant's Listings and cease promotional use of Merchant Content within ninety (90) days. Shimio may retain copies only for record-keeping, legal compliance and dispute resolution.

7.6 Catalogue. Where a product page displays content contributed by more than one merchant, Shimio may continue to display it after the Merchant leaves the Platform, provided that the Merchant's trademarks and identity are removed.

7.7 Warranties. The Merchant warrants that it owns or is licensed to use all Merchant Content, and that its Products, Listings and Merchant Content do not infringe any third party's intellectual property or other rights.

7.8 IP Complaints. Shimio shall maintain a process on the Platform for rights holders to report infringing Listings. On receiving a complaint, a court order or a direction from an authority, Shimio may remove the relevant Listing within the times required by Applicable Laws, and shall notify the Merchant. The Merchant may submit a counter-notice with evidence of its rights, and Shimio may restore the Listing where it reasonably considers the counter-notice adequate, unless restoration is barred by an order.

7.9 Restrictions. The Merchant shall not:

- (a) register or use any trademark, domain name or social media handle identical or deceptively similar to Shimio IP;
- (b) remove any proprietary notice from the Platform; or
- (c) copy, scrape or reverse-engineer the Platform.

7.10 Feedback. Shimio may freely use any suggestions or feedback provided by the Merchant about the Platform, without obligation to the Merchant.

8. Data Protection and Confidentiality

8.1 Roles.

- (a) Shimio is the Data Fiduciary for Personal Data of Customers collected through the Platform.
- (b) The Merchant receives Consumer Information solely to fulfil Orders and provide after-sales service, and in doing so acts as Shimio's Data Processor under Schedule 5.
- (c) To the extent Applicable Laws require the Merchant to retain Consumer Information for its own legal obligations (including tax invoices and warranty records), the Merchant acts as an independent Data

Fiduciary for that limited purpose only, and shall comply with the Digital Personal Data Protection Act, 2023 and its rules.

8.2 Minimisation. Shimio shall share with the Merchant only the Consumer Information needed for the relevant Order. Shimio may mask contact details and route communications through the Platform.

8.3 Merchant Obligations. The Merchant shall not:

- (a) use Consumer Information for marketing, profiling or any purpose other than under Clause 8.1;
- (b) sell, share or disclose Consumer Information to any third party, except its personnel who need it for fulfilment;
- (c) contact a Customer except about a pending Order or after-sales service; or
- (d) retain Consumer Information longer than permitted under Schedule 5.

8.4 Merchant's Personal Data. Shimio processes the Personal Data of the Merchant, its proprietor, partners, directors and personnel ("**Merchant Personal Data**") in accordance with Shimio's Seller Privacy Notice, for: (a) onboarding, KYC and verification; (b) payments, settlements and tax compliance; (c) operating the Platform and providing support; (d) fraud prevention and security; and (e) complying with Applicable Laws. The Merchant shall ensure that every individual whose Personal Data it provides has been informed of this processing.

8.5 Consumer Information Use by Shimio. Shimio shall not use information collected on the Platform in any manner prohibited by the Consumer Protection (E-Commerce) Rules, 2020, as amended.

8.6 Security and Breach. Each Party shall maintain reasonable security safeguards appropriate to the data it processes. The Merchant shall notify Shimio of any actual or suspected Personal Data Breach involving Consumer Information without undue delay, and in any case within six (6) hours of becoming aware of it, and shall cooperate with Shimio's response and any notification to authorities or affected persons.

8.7 Confidentiality. Each Party shall keep confidential all Confidential Information of the other Party, use it only to perform this Agreement, and disclose it only to personnel and advisers who need to know and are bound by similar obligations. Information that is public, already lawfully known, lawfully received from a third party, or independently developed is excluded. Disclosure required by law or an authority is permitted, with prompt notice to the other Party where lawful.

8.8 Duration. Obligations under this Clause 8 survive for three (3) years after termination. Obligations relating to Personal Data and trade secrets survive for as long as the information remains Personal Data or a trade secret.

8.9 Return and Deletion. On termination, each Party shall delete or return the other's Confidential Information, and the Merchant shall delete Consumer Information within thirty (30) days, except where retention is required by Applicable Laws (including the record-keeping requirements of the CGST Act, 2017), in which case it shall be retained only for that purpose and period.

9. Term, Suspension and Termination

9.1 Term. This Agreement begins on the Effective Date and continues until terminated under this Clause 9.

9.2 Enforcement Actions. If the Merchant breaches this Agreement, or fails to meet the performance standards in Schedule 6, Shimio may take one or more of the following actions, proportionate to the seriousness of the breach:

- (a) a written warning;
- (b) removal or restriction of specific Listings;
- (c) restriction of the Merchant's ability to receive new Orders;
- (d) suspension of the Merchant's account; or
- (e) termination under Clause 9.5.

9.3 Notice and Corrective Action. Before taking action under Clause 9.2(b) to (d), Shimio shall notify the Merchant in writing of the reason and give the Merchant a reasonable opportunity, of not less than seven (7) days, to remedy the issue or submit a corrective action plan. Shimio may act immediately and notify the Merchant afterwards where:

- (a) Prohibited Products, counterfeit goods or a risk to Customer safety are involved;
- (b) fraud or a breach of Clause 3.8 is reasonably suspected;
- (c) an authority's order or Applicable Laws require it; or
- (d) prior notice would cause or worsen harm to Customers or the Platform.

9.4 Appeal. The Merchant may appeal any action under Clause 9.2 within fifteen (15) days, by submission through the Merchant dashboard or by email to Shimio's designated appeals contact. A person not involved in the original decision shall review the appeal and communicate a reasoned decision within fifteen (15) days. If the appeal succeeds, Shimio shall promptly restore the affected Listings or account.

9.5 Termination for Cause. Either Party may terminate this Agreement by written notice if the other Party materially breaches it and fails to remedy the breach within fifteen (15) days of receiving written notice of it. Shimio may terminate immediately by written notice if the Merchant:

- (a) sells Prohibited Products or counterfeit goods;
- (b) commits or attempts fraud;
- (c) provides materially false KYC information;
- (d) becomes insolvent, enters liquidation or ceases business; or
- (e) where an authority's order requires termination.

9.6 Termination for Convenience. Either Party may terminate this Agreement without cause by giving thirty (30) days' written notice.

9.7 Effect of Termination.

- (a) The Merchant shall fulfil all Orders confirmed before the effective date of termination, unless Shimio cancels them.
- (b) Shimio shall remove the Merchant's Listings from the effective date of termination.
- (c) Shimio shall pay the final Settlement Amount within forty-five (45) days after the Return Window of the last Order closes, less any Set-off Amounts and amounts withheld under Clause 5.6.
- (d) The Merchant shall cease using Shimio IP immediately.
- (e) Clause 8.9 applies to Confidential Information and Consumer Information.

9.8 Survival. Clauses 5 (for amounts accrued), 6 (for pending returns), 7.5, 7.6, 8, 10, 12, 13 and any other provision that by its nature should survive, shall survive termination.

10. Liability, Indemnity and Inspection

10.1 Marketplace Role. Shimio is not the seller, manufacturer or supplier of any Product. Any review, approval, verification or inspection by Shimio is for marketplace quality purposes only, does not constitute a warranty or certification of any Product, and does not transfer to Shimio any of the Merchant's responsibility for its Products.

10.2 Merchant Warranties. The Merchant warrants that its Products are genuine, lawful to sell, safe, of merchantable quality, as described in the Listing and compliant with Applicable Laws, and that it will honour all warranties and guarantees it offers.

10.3 Indemnity by Merchant. The Merchant shall indemnify and hold harmless Shimio, its proprietor, employees and agents against all losses, damages, penalties, fines, costs and reasonable legal fees arising from any third-party claim, or any proceeding or demand by an authority, to the extent arising out of:

- (a) the Merchant's Products, including product liability claims;
- (b) the Merchant's Listings or Merchant Content, including claims of infringement;
- (c) the Merchant's breach of this Agreement or Applicable Laws;
- (d) any tax payable by the Merchant, including on its supplies of Products; or
- (e) any Personal Data Breach caused by the Merchant or its personnel.

10.4 Indemnity by Shimio. Shimio shall indemnify the Merchant against losses arising from any third-party claim that the Platform infringes that party's intellectual property, or from Shimio's breach of Clause 8, in each case except to the extent caused by the Merchant.

10.5 Claims Procedure. The indemnified Party shall: (a) promptly notify the indemnifying Party of the claim; (b) allow the indemnifying Party to control the defence and settlement, with counsel reasonably acceptable to the indemnified Party; and (c) provide reasonable cooperation, at the indemnifying Party's cost. No settlement that admits fault on behalf of the indemnified Party, or imposes an obligation on it, may be made without its written consent.

10.6 Limitation of Liability.

- (a) Neither Party shall be liable to the other for any indirect, incidental, special or consequential loss, or for loss of profits, revenue, business or goodwill, arising under this Agreement.
- (b) Shimio's aggregate liability arising under or in connection with this Agreement shall not exceed the total Fees paid by the Merchant to Shimio in the six (6) months immediately preceding the event giving rise to the claim.
- (c) Clauses 10.6(a) and (b) do not apply to or limit: (i) Shimio's obligation to pay Settlement Amounts due under Clause 5; (ii) liability for fraud or wilful misconduct; (iii) the indemnities in Clauses 10.3 and 10.4; or (iv) any liability that cannot be limited under Applicable Laws.

10.7 Verification and Inspection.

- (a) Shimio may review Products, Listings and supporting documents (including invoices, licences, certificates and proof of authorised distribution) at any time, and may place test purchases.
- (b) Shimio or its authorised representative may visit the Merchant's business premises and pickup address to inspect Products, packaging and relevant records: (i) at onboarding; (ii) on a routine basis, not more than twice in any twelve (12) months; and (iii) at any time after a Customer complaint, a rights holder's complaint, or a test purchase indicating a breach.

- (c) Shimio shall give at least twenty-four (24) hours' notice of any premises visit, except where it reasonably suspects counterfeit, unsafe or Prohibited Products. Visits shall take place during normal business hours, by a representative carrying written authorisation from Shimio. The Merchant or its representative may be present. Representatives may examine and photograph Products and records relevant to the Platform, but may not remove or seize any goods.
- (d) Shimio bears the cost of inspections and test purchases, except where an inspection reveals a material breach, in which case the Merchant shall reimburse Shimio's reasonable costs.
- (e) Shimio shall ensure that any third-party inspection agency it engages is bound by confidentiality obligations no less protective than Clause 8.
- (f) Refusal of a reasonable inspection, or provision of false or fraudulent documents, is a material breach.

10.8 Insurance. For Products in categories Shimio designates as high-risk (including electronics and battery-operated goods), Shimio may require the Merchant to maintain product liability insurance of reasonable cover, and to provide proof of it on request.

11. Force Majeure

11.1 Definition. "Force Majeure Event" means an event beyond the reasonable control of the affected Party that prevents or delays performance, including natural disasters (earthquakes, floods, landslides, heavy snowfall, fires and storms), epidemics, war, terrorism, riots, government orders or lockdowns, a change in law that makes performance unlawful, widespread failure of internet, telecommunication, power, cloud, banking or payment networks, and widespread strikes or transport disruptions. It does not include a Party's lack of funds, or events that the Party could reasonably have prevented or mitigated.

11.2 Effect. The affected Party is not in breach to the extent its performance is prevented or delayed by a Force Majeure Event, provided it notifies the other Party within three (3) Business Days of becoming aware of the event, with reasonable details, and uses reasonable efforts to mitigate its effects and resume performance.

11.3 Payments. A Force Majeure Event does not excuse payment of any amount already due, including Settlement Amounts and Fees, except for the period during which the banking or payment systems needed to make payment are unavailable.

11.4 Platform Operations. During a Force Majeure Event, Shimio may suspend or restrict Platform services, Order acceptance or delivery to affected areas, without liability.

11.5 Extended Event. If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement by written notice, without liability for the termination.

12. Dispute Resolution and Governing Law

12.1 Governing Law. This Agreement is governed by the laws of India.

12.2 Escalation. Any dispute arising out of or in connection with this Agreement ("Dispute") shall first be notified in writing by one Party to the other. Authorised representatives of both Parties shall attempt to resolve it in good faith within fifteen (15) days of the notice.

12.3 Mediation. If the Dispute is not resolved under Clause 12.2, either Party may refer it to mediation under the Mediation Act, 2023, conducted online or in Shimla, by a mediator appointed by mutual agreement or by

a mediation service provider or legal services authority. If the Dispute is not resolved within thirty (30) days of the mediator's appointment, or such longer period as the Parties agree, either Party may refer it to arbitration.

12.4 Arbitration.

- (a) The Dispute shall be finally resolved by arbitration under the Arbitration and Conciliation Act, 1996.
- (b) The tribunal shall consist of a sole arbitrator appointed by mutual agreement of the Parties. If the Parties do not agree within thirty (30) days of a request, the arbitrator shall be appointed in accordance with Section 11 of that Act.
- (c) The seat and venue of arbitration shall be Shimla, Himachal Pradesh. Hearings may be held online.
- (d) The language of arbitration shall be English.
- (e) Where the amount in dispute does not exceed ₹10,00,000, the arbitration shall be conducted under the fast-track procedure in Section 29B of that Act, on documents and written submissions only, unless the arbitrator directs an oral hearing.
- (f) The award shall be final and binding.

12.5 Interim Relief and Jurisdiction. Subject to Clause 12.4, the courts at Shimla, Himachal Pradesh shall have exclusive jurisdiction, including over applications for interim relief and enforcement. Nothing in this Clause 12 prevents a Party from seeking urgent interim relief from those courts to protect its intellectual property or Confidential Information, or to prevent fraud.

12.6 Continued Performance. During a Dispute, the Parties shall continue to perform their undisputed obligations, and Shimio shall continue to pay undisputed Settlement Amounts.

12.7 Costs. The arbitrator may award costs, including reasonable legal fees, as permitted under the Arbitration and Conciliation Act, 1996. Each Party shall otherwise bear its own costs, including its share of mediation costs.

13. General Provisions

13.1 Entire Agreement. This Agreement, including the Schedules, the Policies and the Merchant Registration Form, is the entire agreement between the Parties on its subject matter and supersedes all prior understandings.

13.2 Amendments. Shimio may amend this Agreement or any Schedule or Policy by giving at least thirty (30) days' notice through the Merchant dashboard and email. This period is seven (7) days for Schedule 2, and changes may take effect immediately where Applicable Laws, an authority's order or Platform security require. The Merchant may terminate this Agreement before an amendment takes effect, without any termination charge. If the Merchant continues to use the Platform after the amendment takes effect, it accepts the amendment. No other amendment is valid unless in writing and accepted by both Parties.

13.3 Regulatory Change. If any Applicable Law or authority's order requires a change to the Platform, the Services or this Agreement, Shimio may make such change, and shall notify the Merchant as early as reasonably practicable. The Parties shall cooperate in good faith to implement it.

13.4 Assignment.

- (a) The Merchant shall not assign, transfer or subcontract this Agreement, or any right or obligation under it, without Shimio's prior written consent.

- (b) The Merchant consents in advance to Shimio assigning or novating this Agreement, in whole or in part, by written notice to the Merchant, to: (i) any limited liability partnership, company or other entity formed by or for the conversion, incorporation or restructuring of Shimio's business; (ii) any affiliate of Shimio; or (iii) any person that acquires all or substantially all of the business or assets of the Platform. Upon such notice, the assignee shall assume Shimio's rights and obligations, and the Merchant shall, on request, sign any document reasonably required to give effect to the novation.

13.5 Notices. Notices shall be given in writing: (a) to the Merchant, at the email address and Merchant dashboard in its Registration Form; and (b) to Shimio, at [legal email address] and its principal place of business. A notice sent by email or dashboard is deemed received on the next Business Day after it is sent. A notice of breach, termination or Dispute shall also be sent by email to the recipient's registered email address.

13.6 Waiver. Failure or delay in exercising any right is not a waiver of it. A waiver is effective only if in writing.

13.7 Severability. If any provision is held invalid or unenforceable, the rest of this Agreement remains in force, and the Parties shall replace the invalid provision with a valid one closest to its intent.

13.8 No Third-Party Rights. No person other than the Parties and their permitted assigns has any rights under this Agreement.

13.9 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency (except as stated in Clause 5.2(c)), franchise or employment relationship.

13.10 Electronic Execution. This Agreement may be executed electronically, by electronic signature under the Information Technology Act, 2000 (including eSign through a licensed provider) or by acceptance on the Platform authenticated by one-time password. Shimio shall keep an audit trail of the acceptance, including the date, time, IP address and authentication method, which shall be evidence of execution.

13.11 Stamp Duty. Stamp duty payable on this Agreement, if any, shall be borne by Shimio.

13.12 Language. This Agreement is executed in English. If it is translated into any other language, the English version prevails.

13.13 Anti-Bribery. Each Party shall comply with all anti-corruption laws, and shall not offer, give or accept any bribe or improper inducement in connection with this Agreement.

13.14 Records. Each Party shall maintain accurate records relating to this Agreement for the periods required by Applicable Laws.

13.15 Counterparts. This Agreement may be executed in counterparts, each of which is an original.

14. Merchant Declaration and Execution

14.1 Declaration. By signing below or accepting electronically, the Merchant confirms that:

- (a) it has read and understood this Agreement, including all Schedules, and has had the opportunity to seek independent advice;
- (b) all information in the Merchant Registration Form and in the KYC documents it has provided is true, complete and current;
- (c) it is authorised to enter into this Agreement; and

- (d) it specifically accepts Clauses 5 (Fees, Payments and Settlement), 6 (Returns), 9 (Suspension and Termination), 10.3 (Indemnity), 10.6 (Limitation of Liability), 10.7 (Inspection), 12 (Dispute Resolution) and 13.4 (Assignment).

14.2 Execution.

For Shimio

Name: Paras Sharma, Proprietor

Signature: _____ Date: _____

For the Merchant

Name and designation of authorised signatory: _____

Signature: _____ Date: _____

Schedule 1: Fees

Part A – Commission. Commission is charged on the Base Value (price excluding GST). GST is charged in addition.

Category	Commission (% of Base Value)
Clothing & Apparel	10%
Footwear	10%
Music Items	10%
Sports Products	12%
Electronics	12%
Gift Items	12%
Accessories	12%
Handicrafts	10%

Part B – Other charges. Forward shipping: borne by Shimio. Payment gateway charges: borne by Shimio. Return, exchange and RTO shipping: allocated under Schedule 3. Delivery charges and return processing fees paid by Customers belong to Shimio and are not part of the Product Value.

Part C – Worked example. Clothing item listed at ₹999, GST at 18%, Commission at 10%. The GST rate used is the rate applicable to the Product's HSN code, which may differ.

Line	Amount (₹)
Product Value paid by Customer (delivery charge, if any, excluded)	999.00
Base Value ($999 \div 1.18$)	846.61
Less: Commission (10% of 846.61)	84.66
Less: GST on Commission (18%)	15.24

Line	Amount (₹)
Less: TCS under Section 52 CGST Act (0.5% of 846.61)	4.23
Less: TDS under the Income-tax Act, 2025 (0.1% of 846.61)	0.85
Settlement Amount paid to Merchant	894.02

The Merchant pays output GST of ₹152.39 on the sale, and may claim input tax credit of ₹15.24 and TCS credit of ₹4.23 against it, and TDS credit of ₹0.85 against income tax. TCS and TDS rates are as prescribed by Applicable Laws from time to time.

Part D – Classification and promotions. Shimio determines the category of each Product, acting reasonably, and the Merchant may contest any reclassification within seven (7) days. Promotional rates apply only for the period and terms stated in writing.

Schedule 2: Prohibited and Restricted Products

Part A – Prohibited (cannot be listed):

1. Counterfeit, replica, “first copy” or unauthorised branded goods.
2. Narcotic drugs, psychotropic substances and related paraphernalia.
3. Prescription drugs and Schedule H, H1 and X medicines.
4. Weapons, ammunition, explosives, fireworks and their parts, including any item regulated under the Arms Act, 1959.
5. Wildlife, animal parts and products derived from protected species under the Wild Life (Protection) Act, 1972, including ivory, shahtoosh and protected furs.
6. Tobacco, e-cigarettes and vapes (Prohibition of Electronic Cigarettes Act, 2019), and alcoholic beverages.
7. Pornographic or obscene material, and any material concerning child sexual abuse.
8. Stolen goods, and goods obtained in breach of any law.
9. Government identity documents, currency and lottery tickets.
10. Spy or surveillance devices intended for unlawful use, and signal jammers.
11. Hazardous chemicals and flammable or radioactive substances.
12. Recalled goods, and goods banned by any authority.
13. Items inciting hatred or violence, or otherwise unlawful.
14. Any other item notified by Shimio or prohibited under Applicable Laws.

Part B – Restricted (only with Shimio’s prior written approval and supporting licences):

1. Electronics and battery-operated goods, subject to BIS registration and Extended Producer Responsibility.

2. Food, beverages and supplements, subject to an FSSAI licence.
3. Cosmetics and personal care products, subject to the Drugs and Cosmetics Act, 1940.
4. Toys, subject to the BIS Toy Quality Control Order.
5. Ayurvedic and herbal products, subject to AYUSH licensing.
6. Used or refurbished goods, subject to disclosure of condition.
7. Precious metals and jewellery, subject to BIS hallmarking requirements.
8. Knives and sharp tools, subject to Shimio's policy.

Shimio may update this Schedule with seven (7) days' notice, or immediately where required by law.

Schedule 3: Returns, Exchanges and Refunds

Part A – Return Window. A Customer may request a return, replacement or exchange within seven (7) days of delivery, as recorded by the Logistics Partner.

Part B – Non-returnable Products. The following may not be returned for change of mind (Clause 6.2 still applies to them): innerwear, lingerie, socks and swimwear; customised or personalised Products; perishable goods and opened consumables; and any Product marked non-returnable on its Listing before purchase.

Part C – Fault and cost matrix.

Situation	Who bears return or RTO shipping	Refund to Customer
Wrong, defective, damaged (not in transit), not as described, missing item, or inaccurate size chart	Merchant	Full
Product lost or damaged in transit	Shimio, with claim against Logistics Partner	Full
Change of mind, or wrong size chosen by Customer with accurate Listing (after the free exchange in Part E)	Customer, deducted from refund under Part F	Price less Change-of-Mind Return Charge
Customer refuses delivery or is unavailable after the Logistics Partner's attempts	Customer, deducted from refund under Part F	Price less forward and return shipping, within the Part F cap
Cancellation by Customer before dispatch	Nobody	Full
Cause cannot be determined	Shimio	Full

Part D – Timelines. The Merchant shall inspect a returned Product within forty-eight (48) hours of receipt and report any discrepancy with evidence; otherwise the return is deemed accepted. Shimio shall initiate the refund within forty-eight (48) hours after the return is accepted, and immediately for cancellations before dispatch.

Part E – Exchanges.

1. For each Order line, the Customer may make one (1) exchange for a different size or colour of the same Product, free of shipping charges, within the Return Window, subject to availability. Shimio bears the shipping for that first exchange.
2. Any further exchange of the same Order line attracts the Change-of-Mind Return Charge under Part F.
3. If the replacement variant's selling price, as displayed on the Platform when the original Order was placed, is higher than the price paid, the Customer shall pay the difference through the Payment Aggregator before the replacement is dispatched. If it is lower, the difference shall be refunded. In no case shall the price exceed the MRP of the replacement variant.
4. The Merchant shall issue a credit note for the returned Product and a tax invoice for the replacement, as required by Applicable Laws.

Part F – Change-of-Mind Return Charge. Where Part C makes the Customer liable, the charge deducted from the refund shall consist only of: (a) a return processing fee of ₹49, inclusive of GST, charged by Shimio; and (b) reverse shipping at the slab rate published on the Platform for the Product's weight category. The total charge shall not exceed the lower of ₹149 or fifteen percent (15%) of the price paid for the Product, shall be shown on the Product page and at checkout before purchase, and shall not exceed the amount to be refunded. No other charge may be deducted from a Customer's refund.

Schedule 4: Settlement Timeline

1. Day 0: Order delivered.
2. Days 1 to 7: Return Window.
3. Each week ends on Sunday. Every Order whose Return Window closed during that week, and on which no return, exchange or complaint is open, becomes eligible for settlement.
4. Within three (3) Business Days after the end of that week: payment of the Settlement Amount to the Merchant's registered bank account.
5. An Order with a return, exchange or complaint open when its Return Window closes is settled in the first weekly cycle after it is closed.

The Platform accepts prepaid Orders only. If cash on delivery is introduced, Shimio shall amend this Schedule with thirty (30) days' notice.

Schedule 5: Data Processing Terms

When processing Consumer Information as Shimio's Data Processor, the Merchant shall:

1. process it only to fulfil the relevant Order and for after-sales service;
2. limit access to personnel who need it, and keep a record of who has access;
3. protect it with reasonable safeguards, including password-protected devices and accounts, no storage on public or shared devices, and secure disposal of printed shipping labels;
4. not engage any sub-processor without Shimio's written consent;
5. assist Shimio, within three (3) Business Days of a request, in responding to Customer requests for access, correction or erasure of their Personal Data;

6. delete Consumer Information ninety (90) days after the Return Window for the Order closes, except records required under Applicable Laws;
7. notify Shimio of any Personal Data Breach under Clause 8.6; and
8. allow Shimio, on reasonable notice, to verify compliance with this Schedule.

Schedule 6: Service Levels and Performance

Part A – Service levels. The Merchant shall:

1. accept or decline each Order within twelve (12) business hours of its confirmation;
2. have each accepted Order packed and ready for pickup within forty-eight (48) hours of Order confirmation, excluding hours on days that are not Business Days;
3. respond to Customer and Shimio queries within twenty-four (24) hours; and
4. inspect returned Products within forty-eight (48) hours of receipt.

Part B – Performance metrics. Measured over a rolling sixty (60) day period, and applied only once the Merchant has at least twenty-five (25) Orders in that period.

Metric	Target
Merchant-initiated cancellation rate	Below 2.5%
Late dispatch rate	Below 4%
Return rate due to Merchant fault	Below 5%
Verified counterfeit or not-as-described complaints	Zero tolerance

Part C – Consequences. Missing a target leads to a warning and a request for a corrective action plan under Clause 9.3. A continued miss over the next sixty (60) day period may lead to the actions in Clause 9.2.

Schedule 7: KYC Documents

All Merchants:

- PAN card of the entity or proprietor
- GST registration certificate (GSTIN)
- Cancelled cheque or recent bank statement, showing the account in the Merchant's name. Shimio may also verify the account by a small test deposit.
- Proof of business and pickup address (utility bill, rent agreement, or shop and establishment registration)
- Photographs of the shop front and stock
- Licences for any Restricted Products under Schedule 2, Part B

Additionally, by constitution:

- Proprietorship: PAN of the proprietor. Identity is verified against the PAN and the bank account.

- Partnership or LLP: partnership deed or LLP agreement, the firm's PAN, PAN of each partner, and an authorisation letter for the signatory.
- Company: certificate of incorporation, the company's PAN, and a board resolution authorising the signatory.

Shimio does not ask for, collect or store the Merchant's Aadhaar number or Aadhaar card image. Shimio may require re-verification once every twelve (12) months, or when any information changes.

Schedule 8: Merchant Code of Conduct

The Merchant shall:

1. describe Products truthfully and use only genuine photographs;
2. honour every confirmed Order at the displayed price;
3. never ask for, buy or reward reviews;
4. never pressure Customers, or use misleading urgency or scarcity claims;
5. treat Customers and Shimio's staff and delivery partners with courtesy;
6. protect Customer information as if it were its own;
7. resolve complaints fairly and quickly; and
8. report any suspected fraud, counterfeit or security issue to Shimio promptly.

Merchant Registration Form

One form is completed for each Merchant and forms part of that Merchant's Agreement.

Part 1 - Identity

Field	Details
Constitution (Proprietorship / Partnership / LLP / Company / Other)	
Legal name	
Trade name (store name on the Platform)	
PAN	
GSTIN	
Udyam registration number (if any)	
Shop and establishment registration number (if any)	

Part 2 - Addresses and contacts

Field	Details
Principal place of business	
Pickup address (if different)	

Field	Details
Authorised signatory: name and designation	
Authorised signatory: mobile and email	
Customer grievance contact: name, phone, email	

Part 3 – Business

Field	Details
Product categories (as in Schedule 1)	
Licences held for Restricted Products (Schedule 2, Part B)	
Website or email for seller display (optional)	

Part 4 – Settlement

Field	Details
Bank account holder name (must match legal name)	
Bank and branch	
IFSC	
Account details as per uploaded cancelled cheque or bank statement	

Part 5 – Consents

- ☐ I accept the Shimio Merchant Agreement, including all Schedules.
- ☐ I have read the Shimio Seller Privacy Notice.
- ☐ I consent to electronic communications and electronic execution.
- ☐ I consent to my name, address and customer care contact being shown on Product pages and tax invoices.
- ☐ I have been shown the Key Terms Sheet (in Hindi and English) and understand that the English Agreement prevails.

Signature of authorised signatory: _____ Date: _____