

LAZMALL TERMS AND CONDITIONS (SELLER)

1. **Definitions and interpretation**

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

Counterfeit: in relation to the Seller's Products, shall mean a product which is an illegal reproduction or imitation of an existing branded product and includes but is not limited to a product:

- (a) which bears a sign identical with, or similar to, a Protected IP, and:
 - (i) the application of the sign to the product or the packaging thereto is an infringement of the Protected IP;
 - (ii) the product is proposed to be imported into the country where the product is delivered to or received by the Buyer, and the application of the sign to the product of the packaging thereto would be an infringement of the Protected IP; or
 - (iii) the sign has otherwise been used in relation to the product or the packaging thereto in such a way as to infringe the Protected IP;
- (b) where the sign borne on the product or the packaging thereto is identical with, or so nearly resembling, the Protected IP as to be calculated to deceive;
- (c) the sign borne on the product or the packaging thereto is applied without the consent of the proprietor of the Protected IP, and to falsely represent the product to be the genuine product of the proprietor or a licensee of the Protected IP; and
- (d) which is a counterfeit as prescribed by applicable laws.

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

LazMall Programme: has the meaning ascribed to it in Clause 0.

LazMall Service Standards: the minimum service criteria for you to remain eligible to participate in the LazMall Programme, as specified by Lazada in the Policies available [here](#).

LazMall Terms: these terms and conditions applicable to Sellers, as amended by Lazada from time to time.

Protected IP: all Intellectual Property Rights protected under applicable laws.

Terms of Service (Seller): the Terms of Service governing your use and access of the Lazada platform as a seller.

2. **Service Terms**

- A. By participating in the LazMall Programme, you agree to be bound by these LazMall Terms, in addition to the Terms of Service (Seller), which are incorporated by reference into these LazMall Terms.
- B. For the avoidance of doubt, capitalised terms used and not defined herein have the same meaning as given to such terms in the Terms of Service (Seller).
- C. In the event of a conflict between the provisions of these LazMall Terms and the Terms of Service (Seller), the provisions of these LazMall Terms shall prevail.

3. **LazMall Programme**

- A. In consideration of your representations, warranties and undertakings in Clause 0, Lazada invites you to be part of the LazMall Programme.
- B. The LazMall programme consists three different store types ("**Store Types**") as follows:
 - (a) Flagship Stores – Stores opened under the brand owner's own brand or stores that have exclusive authorisation provided by the brand owner (i.e. you can only carry brands of your own or those which you have exclusive authorisation for);
 - (b) Authorised Stores – Stores opened by sellers with non-exclusive brand authorisation (i.e. you can only sell brands for which you have valid authorisation from brand owners); and
 - (c) Verified Stores – Stores opened by sellers with valid proof of authenticity (i.e. you can only sell assortment that you have valid proof of authenticity for).

- C. The LazMall Programme may include some or all of the below benefits which may be amended from time to time by prior notice to you via publication on Seller Center or any other channel(s):
- (a) the addition of a "LazMall" badge on your listing of the Products;
 - (b) the addition of Products on the LazMall Channel;
 - (c) a higher search ranking and a higher visibility on the websites operated by Lazada and/or the Lazada mobile app;
 - (d) access to marketing campaigns which Lazada, our subsidiaries and/or our Affiliates may conduct;
 - (e) availability of a dedicated "LazMall" customer service team; and/or
 - (f) such other benefits as Lazada, our subsidiaries and/or our Affiliates may make available.
- D. Sellers who participate in the LazMall Programme shall be charged the Commission Fee specified by Lazada on Seller Center, or as otherwise notified by Lazada to you. Lazada reserves the right to amend the Commission Fee by prior notice to you via publication on Seller Center or any other channel(s).
- E. As a LazMall Seller, you shall comply with conditions as notified by Lazada to Sellers from time to time, including the LazMall Service Standards.

4. **Seller Representations, Warranties and Undertakings**

- A. You represent, warrant and undertake that:
- (a) your Products are not Counterfeit;
 - (b) you shall only list original brand products (i.e. no original equipment manufacturer (OEM) products) for sale on the Platform;
 - (c) you will ensure accurate brand tagging of your Products;
 - (d) you shall comply with the LazMall service standards available [here](#); and
 - (e) except where Lazada otherwise consents in writing, you qualify for and shall comply with the requirements of the Store Type applicable to you.
- B. Determination by Lazada
- (a) Lazada may determine whether you have breached any representation, warranty and undertaking. Lazada's determination shall, save in the case of manifest error, be final and binding.
 - (b) For the purposes of Lazada's determination:
 - (i) Lazada shall have the right to impound your Products to conduct testing or facilitate further investigation by Lazada, Lazada's Affiliates, or governmental authorities;
 - (ii) you shall use your best endeavours to cooperate with Lazada's investigation, including providing to Lazada the proof/certificates of authenticity, brand authorisation, authorised distributor agreements as required by Lazada ("**Authorisation Documents**") and/or all design, development, manufacturing and traceability records, in relation to your Products;
 - (iii) you shall bear all reasonable expenses incurred by Lazada for the purposes of the investigation conducted.
 - (c) Pending Lazada's determination, Lazada may:
 - (i) withhold any sums due and payable by Lazada to you, and you shall, upon Lazada's request, place with Lazada such further sum as Lazada deems necessary; and
 - (ii) suspend your listings from the LazMall channel.
- C. Where Lazada determines that your Products have breached these LazMall Terms and/or the Policies, without prejudice to any other rights which Lazada may have:
- (a) Lazada may:
 - (i) amend any element of the LazMall Programme set out in Clause 3;
 - (ii) terminate your participation in the LazMall Programme and move your store to Lazada's marketplace channel;
 - (iii) remove your listings, including but not limited to the infringing Product, from the LazMall Channel;
 - (iv) commence legal action against you;

- (v) disclose our findings publicly or to any third party, including any governmental authorities, and you waive all claims, remedies and causes of action arising out of or in connection with any such disclosure; and/or
 - (vi) refund to the Buyer two times the actual payment made by the Buyer in full for the infringing Product, and any reasonable expenses incurred by the Buyer, including but not limited to the shipping fees for returning such infringing Product, and you shall bear such refund and all associated costs; and
 - (vii) withhold and/or set-off any payments due to you in connection with the exercise of any of Lazada's rights.
- (b) You will defend, indemnify and hold Lazada and Lazada Affiliates, and our respective officers, employees, directors, contractors, partners, agents, subcontractors and representatives, harmless from, and at Lazada's option defend Lazada against, any and all Claims arising out of, or related to your breach of these LazMall Terms and your use or misuse of the Lazada IPR under Clause 6.

5. **Expiry or Termination**

- A. Your participation in the LazMall Programme shall be for an initial term of 12 months, which shall be automatically renewed for successive 12-month terms unless one party provides written termination notice to the other no later than 30 days prior to the expiration of the then current term
- B. In the case of a LazMall Flagship/Authorised store, your participation in the LazMall Programme shall terminate immediately upon termination or expiry of the relevant Authorisation Documents.
- C. Notwithstanding the foregoing, Lazada reserves the right to immediately terminate your participation in the LazMall Programme at any time in the event of any breach of these LazMall Terms and/or the Policies.

6. **Use of Intellectual Property Rights owned by Lazada or Lazada Affiliates ('Lazada IPR')**

- A. You shall not use Lazada IPR except with Lazada's consent in writing. Where Lazada has provided such consent (referred as the "**Sublicence**"), this Clause 6 shall apply in addition to the Terms of Service (Seller) and any other applicable Policy.
- B. The Sublicence from Lazada is revocable, non-exclusive, non-transferable, and non-sublicensable, and is licensed to you only to the extent (and only for such purposes and duration) required by you to fulfil the purpose for which Lazada's consent was granted.
- C. You shall, at Lazada's request, provide Lazada with a copy of Lazada's consent in writing on request.
- D. Sublicences granted shall terminate automatically on termination or expiry of this Agreement. Further, Lazada reserves all rights to immediately terminate the Sublicence at any time.
- E. You shall not use, reproduce, display, communicate or access Lazada IPR for any purposes and in any manner other than as agreed with Lazada in writing. You shall not use Lazada IPR in any manner which results in an infringement of applicable laws and/or third party's Intellectual Property Rights. You shall immediately cease using the Lazada IPR, and/or return or destroy any files, documents or materials (whether electronic, physical or otherwise) containing or displaying the Lazada IPR upon expiry or termination of this authorization or earlier if Lazada so requests.
- F. In no event shall Lazada be liable for any claims arising from the use of Lazada IPR by you beyond the scope of the authorization granted under the terms of this Agreement.