

Garchi's Multi Vendor SaaS Terms and Conditions

It is a must that you read and accept all of the below mentioned Terms and Conditions (T&Cs) before registering on Garchi's platform.

Please note that the words **you, I and your** refer to **You or the organisation or the individual** who is agreeing to these T&Cs. The words **ours, us, our and we** refer to **Garchi International Limited. Garchi's SaaS platform or Garchi's SaaS product** refers to your store that you created using our software.

If you have any queries or have difficulty understanding these terms and conditions then feel free to send an email to admin@garchi.co.uk.

By registering with us, you agree to all these terms and conditions and the consequences arising from any breaches.

General:

1. You are not allowed to use our SaaS multi-vendor solution apart from for the needs you have mentioned while registering.
2. You must respect our service and should not abuse or replicate it in any way.
3. We are a Software as a Service company and do not take any responsibility for order shipment and delivery logistics. It is your or your vendors' sole responsibility to take care of shipment and delivery logistics. You are free to charge customers any fees you like but we suggest keeping the delivery fee uniform rather than specific for each of your vendors.

Free Trial Period:

4. You and your vendors are eligible for a 6-month free trial period after you register for the first time.
5. The trial period is calculated on the basis of your platform, by which we mean your account and not the accounts of your individual vendors. For example, suppose you registered with us on 1st July 2021. Then, in this case, your trial period will start from 1st July 2021 and will end on 1st Jan 2022. This trial period is applicable for all your vendors as well, irrespective of what date they register during this trial period (in this case 1st July 2021 to 1st Jan 2022). The trial period will not reset for any new vendors registered.
6. The trial period starts as soon as your account is verified. In case you do not verify your account within 60 days of your registration, we reserve full rights to delete your account with us. In this case, a prior notice will be provided to you on your registered email address.
7. There is a **cap for the free trial period**. Neither you nor your vendors will be charged as long as the total revenue generated by all your vendors, and by your using Garchi's SaaS product, is less than £5000/month. The cap is reset every month of the trial period. For example, suppose your trial period starts on 1st July 2021 and, by 20th July 2021, the total revenue you and your vendors generate by using Garchi's SaaS platform is £5,000. Then from thereafter, in this case, you or your vendors will be charged a transaction fee of 6% per order until 31st July 2021.

Security:

8. Your data is kept securely on our servers. You must be aware that by continuing to register with our service, you are happy to store your data on our secure servers.
9. You and your vendors can manage data from the respective dashboard. Anything modified there will be reflected straight in our records. This means if you or your vendor delete any record related to your platform from the respective dashboard, it is automatically deleted from our records.
10. We take utmost care of our IT security but no system in the world is 100% secure. We will not guarantee against any data breach and would highly recommend you do not

share in public your confidential details including, but not limited to, user credentials or confidential business details. It is your responsibility as well to follow every possible measure to secure your data.

11. If you find any data breach or suspect any hacking of our multi-vendor software, kindly notify us as soon as possible to admin@garchi.co.uk and our team will look into it without any further delay.
12. You can ask for data backup anytime as long as your account is active with us. To request a data backup, send an email to us at support@garchi.co.uk.

Branding and Marketing:

13. Our multi-vendor solution is a white-label solution. This means you are free to use your logo and the colour scheme of your choice for the software we create for you. In any case, it does not give you a right to resell any of our services under your own brand. You are free to sell your own products/services under your own brand however you like.
14. You must make sure that your branding is our branding, directly or indirectly, and vice versa. We will take the utmost care to respect your brand and expect the same from you.
15. We are happy to initially announce on our marketing and social media platforms that you are using our services but in no way are we responsible for brand awareness or marketing of your products and services.
16. You must respect other businesses/individuals using our service and in every possible way avoid creating a negative competitive environment. We believe in growing together and would expect you to have the same approach.

Refunds and Order Cancellation:

17. Your vendors are free to cancel any order whenever they feel it is necessary to do so. However, there needs to be a valid and genuine reason for this.
18. Any full or partial refund will be charged from your vendor's account.

Costs and Transaction:

19. Currently we charge a fixed transaction fee per order. In case of any disputes, you can contact us at support@garchi.co.uk.

20. Each of your vendors is recommended to have a Stripe Express account set up and connected properly through their dashboard. This ensures real-time money transfer after deducting our transaction fee from it.
21. In case you would like your vendors not to be charged with transaction fees and you would like to take the cost on yourself, kindly notify us in advance. In this case it is necessary that the vendor does not connect their Stripe Express account.

Legal Aspects and our Rights:

22. You must comply with all the points mentioned in this document.
23. In case we find you breaching any of these terms and conditions, we reserve complete right to delete your account with prior notice wherever it is applicable.
24. This Agreement will be governed by and interpreted according to the law of **England and Wales**. All disputes arising under the Agreement will be subject to the exclusive **jurisdiction of the English and Welsh courts**.
25. We reserve full rights to make changes to this document. In this case you will be notified about any future changes to this document.

We believe in a decent and honest two-way business relationship. As long as you use our services by complying with the points mentioned in this document, we will provide the best possible service we can.