
BAZAR
RETAILER TERMS OF SERVICE

We're excited that you are interested in becoming a Retailer with Bazar.

By applying for or creating a Retailer Account, you are agreeing to all of the terms and conditions set out in these Retailer Terms of Service (or "**Retailer Terms**"), as well as Bazar's general Terms of Service (which are set out [here](#)). The Retailer Terms, together with the general Terms of Service, are referred to herein collectively as the "**Terms**." Other capitalized terms that are not defined in these Retailer Terms have the meanings given to them in the general Terms of Service.

SECTION 1 – ACCOUNT REGISTRATION

In order to create and operate a Retailer Account, you must (1) comply with the requirements set out in the Terms; (2) operate an online or physical store that is open and ready for business; and (3) have provided, and upon request provide, a valid reseller's permit or ID (or equivalent documentation) and any other information requested by Bazar. Bazar reserves the right to deactivate your account if it finds that you are in breach of the Terms.

SECTION 2 – ORDERS

A. Placing Orders.

When you place an order via your Retailer Account, you are agreeing to pay for all products purchased via that order and any applicable taxes or fees. You also hereby acknowledge and agree that: (1) order fulfillment is subject to product availability and Bazar does not guarantee that a Vendor will have enough inventory to sell to you; and (2) Vendors may refuse to complete your purchase for any reason, including lack of inventory. In addition, you are not allowed to fulfill orders with any products purchased through the Services on third-party websites (e.g., Amazon, eBay, Etsy), unless doing so is first approved in writing by Bazar.

B. Taxes.

You are solely responsible for collecting and remitting any taxes, including sales taxes, and any other payments or filings required under applicable law. You hereby release Bazar with respect thereto and indemnify, defend, and hold harmless Bazar against any such taxes, contributions, penalties, or interest.

SECTION 3 – SHIPPING

A. General.

Shipping of all products purchased via the Services is provided by underlying Vendors, not Bazar, and you hereby release Bazar from any issues related thereto.

B. Shipping Costs.

You hereby agree to pay all shipping costs and customs and duties associated with your orders. Shipping costs will vary depending on the weight of the package and where the package is being shipped from and to.

C. *Shipping Address.*

When you place an order through the Services, you must provide a valid, physical address to receive the corresponding products. This address cannot be the address of any end customer, as the Vendors (and Bazar) do not offer drop shipping.

D. *Lead Times.*

Lead times depend on how long it takes a Vendor to ship a product and are not controlled by Bazar. Once an order ships, Vendors are required to provide you with tracking number for that shipment.

SECTION 4 – RETURN POLICY, DAMAGED OR MISSING ITEMS, CANCELLATIONS

A. *No Returns.*

Due to heavily discounted prices, products sold via the Services are ineligible for returns.

B. *Damaged or Missing Items.*

If you receive a product that is damaged or if a shipment is missing items, you must report the issue to Bazar within 7 days of receipt. If you do not timely report the issue, the product or shipment will be considered delivered and satisfactory. When you report an issue to Bazar, you must provide any requested information to substantiate the issue, including accurate photographs of damaged items. If it is determined that your items were in fact damaged or missing, you will have the option to replace the goods (subject to availability) or to cancel the order, and you agree to work with Bazar and Vendor to resolve the issue. While Bazar will work with you to resolve any such issue, Bazar is not a party to the underlying transaction and is therefore not ultimately responsible for any damaged or missing items. Only those issues that are reported to Bazar via the Services will be processed and shared with the Vendor. If you communicate with the Vendor off of Bazar's platform, Bazar will not be responsible for subsequent activities related to the order. Bazar reserves the right, in its discretion, to accept or reject any report filed by a Retailer. Bazar's decision as to whether items are damaged or missing claim will be final.

C. *Cancellations.*

You may request to cancel an order within 24 hours of placing it if the order has not yet shipped or begun processing by the Vendor. If the order has already shipped or been processed by the Vendor, you cannot cancel it. Cancellation requests must be submitted via your Retailer Account.

SECTION 5 – CONTENT ABOUT PRODUCTS

Bazar displays various Content related to the products offered via its Services, such as photographs, product descriptions, and other similar Content. You are granted a limited, revocable license to use Content related to a product that you purchase on the Services on your own company's website for the sole purpose of reselling that same product. Notwithstanding the foregoing, you are not allowed to use any such Content in any ad or media campaign, including on Facebook, Instagram, or Google, without the express written consent from the owner of that Content. You expressly acknowledge and agree that you do not own, and will not claim any ownership rights in, any such Content.

SECTION 6 – PRODUCT DISCLAIMER

You acknowledge and agree that, as marketplace only, Bazar does not determine whether products sold on the Services or related Content: (1) comply with applicable laws, rules, and regulations, including

safety, labeling, testing, warning, import/export, or consumer protection laws; (2) infringe upon the intellectual property, publicity, or other rights of others; (3) contain false, inaccurate, or misleading information; (4) are allowed to be sold from the Vendor's jurisdiction into your jurisdiction or from your jurisdiction into your customer's jurisdiction. Further, as a marketplace dealing with overstocked goods, Bazar expressly disclaims whether any products appearing on its marketplace will, in fact, be in stock or available for purchase. You hereby release Bazar from any liability related to all such issues.

SECTION 7 – NON-CIRCUMVENTION

You agree to: (1) place all orders for a Vendor's product through the Services for any Vendor that you are first introduced to through the Services; and (2) not influence (or try to influence) any Vendor, or otherwise circumvent the Services, by transacting orders with Vendors that you were introduced to through the Services outside of the Services.