

## Contract Terms for BuildMyMart

### Payout Details

### Affiliate Referral Rewards Structure

Earn More as You Refer More!

Number of Onboarded Store	Commission rate
First 2 stores	15%
3 to 4 stores	18%
5 or more stores	20%

### How It Works?

- Start Strong: Earn 15% commission for your first 2 onboarded stores.
- Scale Up: Increase your commission to 18% once for the 3-4 stores launched.
- Maximize Earnings: Generate 20% commission when your 5th and following

Note: The reward structure applies for the duration of the campaign program while it is live. If any changes occur, partners will be notified in advance about specific modifications to the contract terms and the program overall.

### Any Restrictions?

There will be only one payout for each conversion, which will be made to the affiliate partner referred and tracked by the merchant in the system.

Payout Schedule

### Conversion Locking

Conversions will be locked for 21 days after the conclusion of the converted month. Approved transactions will be paid by the 21st day of the following month.

### Payout Groups

Currently, the payout is only available for the India region. For more details, please contact our Support team directly at [sales@Sunhims.com](mailto:sales@Sunhims.com).

### Currency

All the transactions will be processed in INR (Indian Rupees).

### Qualified Referrals

1. The first affiliate to refer a merchant who is successfully converted, while registering their name in the referral system, will receive a payout.
2. Payouts will only be made if an annual subscription has been successfully converted.
3. Payouts will be processed once bank details are provided and will be issued on or before the 21st of the following month after the successful conversion.

4. To receive the referral payout, bank details must be submitted to the support team to ensure disbursement to the bank account within the same month the conversion is completed. Disbursements will not be processed if bank details are not provided.
5. Referral codes (in the system) and bank details must be submitted within 90 days of the conversion to qualify for the referral reward.
6. The payout will be a percentage of the annual subscription fee, as outlined above.
7. For a second-year renewal, the referrer/affiliate partner will earn a 12% commission, which will be paid in the subsequent payout cycle (second-year payout).
8. There will be no payout for free trial referrals. However, once they are converted into a paid annual subscription, they will become eligible for a payout.

## Reversal Policy:

### 1. Reversal of Disbursement:

In the event of a disbursement reversal, BuildMyMart reserves the right to reclaim any commission payments made to the Affiliate in relation to transactions that are later deemed invalid. This includes, but is not limited to, chargebacks, refunded payments, or any other circumstances where a transaction is subsequently annulled or found to be erroneous. The Affiliate agrees to promptly return any such amounts upon request, in accordance with BuildMyMart's terms and conditions.

### 2. Merchant Referral ID Correction:

In the event that a Merchant mistakenly enters an incorrect Referral ID, BuildMyMart will allow the Merchant to amend the Referral ID to the correct one, provided such correction is requested within a period of 15 days from the date of the transaction. Any commissions previously attributed to an incorrect Referral ID shall be subject to adjustment or reversal as necessary.

### 3. Merchant Subscription Cancellation:

In the event that a Merchant elects to cancel their annual subscription following payment, they may do so within 15 days of the subscription date. Should the Merchant exercise this right, BuildMyMart reserves the right to reverse or adjust any commissions paid to the Affiliate in relation to the cancelled subscription, in accordance with the terms outlined herein.

## General Terms

### Sunhims Ecommerce Affiliate Program Terms

#### PROGRAM TERMS

By engaging in the BuildMyMart Affiliate Program or any related activities, using the BuildMyMart platform (the "Platform"), or by clicking "Sign Up" (or any similar button or box) when registering for an Affiliate Account (as defined below), you agree to be bound by the terms of this Affiliate Program Agreement (the "Agreement"). The Program is managed by Sunhims Ecommerce, the parent company of BuildMyMart.

The Agreement is between you, as Affiliate (as defined below, ), Sunhims Ecommerce Pvt Limited. ("Sunhims Ecommerce Private Limited .")

Each of Affiliate and Sunhims Ecommerce are a "Party", and are together the "Parties".

Failure to adhere to any terms of this Agreement may lead to the forfeiture or reduction of Fees (as defined below) and/or payouts (as defined below), with such determinations made at the sole discretion of Sunhims Ecommerce. Sunhims Ecommerce holds the right to modify and update this Agreement, including the electronic insertion order agreed upon through the Platform for Referral Services under the Agreement (the

"Contract Terms"), by posting changes on the Sunhims Ecommerce website and/or the Platform, or by issuing new Contract Terms.

If a substantial change is made, we will provide reasonable notice via email, post an announcement on the Sunhims Ecommerce website and/or the Platform, as applicable, and/or issue new Contract Terms. Any reference to the Agreement encompasses all terms and documents incorporated by reference.

This Agreement addresses different types of Affiliate activities.

Part A applies to all Affiliates.

Part B applies to Referral Affiliates. If you do not participate in Affiliate activities described in Part B, then that Part of the Agreement does not apply to you, till you onboard into the program.

Before becoming an Affiliate, you must read, agree to, and accept all terms in this Agreement, including Sunhims Ecommerce's Privacy Policy and Acceptable Use Policy. These policies are integral to this Agreement and are incorporated by reference. In the context of the Program and this Agreement, references to "Account" and "Services" in Sunhims Ecommerce's Acceptable Use Policy will refer to "Affiliate Account" and "Affiliate's participation in the Program." You may also be required to agree to additional Contract Terms. In case of any conflict between this Agreement and the Contract Terms, the Agreement will take precedence. Likewise, any conflict between this Agreement and Additional Terms will be governed by the Additional Terms.

## Part A- Terms Applicable to All Affiliates

Unless otherwise defined in this Agreement or the Contract Terms, the following capitalized terms are defined as:

- **Affiliate or You:** An individual or entity that agrees to the terms of this Agreement.
- **Affiliate Account:** A referral partner account.
- **Customer:** An individual who visits or transacts through the Merchant Store.
- **Customer Data:** Information about a Customer, including personal details, order information, payment data, and account information.
- **Fees:** Payments made for Affiliate participation, as defined in the Agreement.
- **Link or Links:** Hypertext or graphical links from the Platform that direct to BuildMyMart and/or Sunhims Ecommerce's websites.
- **Merchant:** An individual or business using the Service to sell products/services.
- **Merchant Data:** Information about a Merchant, including business details, financial data, product information, and Customer Data.
- **Merchant Agreement:** The agreement between the Affiliate and Merchant regarding the use of the Affiliate's services.
- **Merchant Enterprise Agreement:** An agreement between Sunhims Ecommerce and the merchant that outlines the rules, guidelines, and restrictions for using the platform.
- **Merchant Store:** A Merchant's online store and point-of-sale (POS) system hosted by Sunhims Ecommerce/BuildMyMart.
- **Referred Merchant:** A unique Merchant who registers for a paid account after being referred by an Affiliate.
- **Referral Affiliate:** An Affiliate who registers for an Account via the Platform and promotes the Service by referring Merchants through a Link.
- **Service:** The BuildMyMart commerce platform ([www.buildmymart.com](http://www.buildmymart.com)) and any associated products & services offered by Sunhims Ecommerce via BuildMyMart.
- **BuildMyMart API Terms:** The API License and Terms of Use available at [BuildMyMart.com/legal/api-terms](http://BuildMyMart.com/legal/api-terms).
- **Sunhims Ecommerce API:** Defined in the BuildMyMart API Terms.
- **BuildMyMart Creative:** Marketing materials related to BuildMyMart, including logos, images, and trademarks.
- **BuildMyMart Related Entity/ies:** Entities controlling, controlled by, or under common control with Sunhims Ecommerce.
- **Sunhims Ecommerce Trademarks:** Trademarks, logos, and service marks of Sunhims Ecommerce and its related entities.

- **Websites:** Any websites or platforms owned or controlled by the Affiliate.
- **Taxes:** All applicable taxes, fees, or charges imposed by government authorities.

## 2. Marketing Activities

**2.1.1** Affiliates who wish to carry out their own marketing for BuildMyMart are responsible for all associated costs and must obtain prior written approval from the Sunhim team.

**2.1.2** Affiliates are authorized to engage in marketing activities only as specified in this Agreement. If an Affiliate wishes to share promotional BuildMyMart emails, they must submit a written request and receive written approval from BuildMyMart. All marketing activities must comply with relevant laws, including email marketing regulations.

Affiliates must not:

- Send unsolicited emails or marketing materials, or suggest that emails are from BuildMyMart.
- Use aggressive or deceptive advertising techniques, such as malware, spyware, or making false claims.
- Use fax, telemarketing, or other offline methods for marketing on behalf of BuildMyMart/Sunhims.
- Solicit Merchants to leave BuildMyMart or misrepresent their affiliation with the platform.
- Engage in activities that could harm BuildMyMart/Sunhims' reputation, including using low-quality or illegal marketing methods or violating intellectual property rights or the Acceptable Use Policy.

## 2.2 Affiliate Obligation to Inform

Affiliates are required to notify BuildMyMart of any information that could result in a claim or liability against BuildMyMart or its affiliated entities.

## 2.3 Legal Compliance

Affiliates must fulfill their obligations under this Agreement in accordance with the highest industry standards, ensuring compliance with all relevant laws and regulations, including acquiring any necessary licenses.

## 2.4 Affiliate Disclosure Obligation

Affiliates acting as agents for Merchants must disclose any fees they receive from BuildMyMart related to the Merchant.

## 2.5 Additional Affiliate Terms

- Affiliates must be at least 18 years old or the legal age in their jurisdiction.
- Affiliates join the Program for business purposes, not personal use.
- If signing up on behalf of an employer, the employer will be considered the Affiliate, and the Affiliate must have the authority to bind the employer.
- Affiliates are responsible for ensuring that their employees, agents, or subcontractors comply with this Agreement.
- Affiliates remain accountable for all obligations under this Agreement, even if tasks are delegated to third parties.
- Participation in the Program is subject to the BuildMyMart Privacy Policy.

## 2.6 Acknowledgment and Response

Affiliates must promptly respond to reasonable information requests from BuildMyMart and take necessary actions, including signing requested documents. If BuildMyMart contacts the Affiliate regarding this Agreement, the Affiliate must acknowledge and respond without delay.

## 3. Fees and Payments

### 3.1 Referral Reward/Commission Plans

Affiliates are eligible to receive fees (the "Fees") from BuildMyMart, provided they comply with this Agreement and the applicable commission plan for their participation in the Program. The details of the Referral Affiliate commission plans are outlined in Part B below.



### 3.2 Payment

Affiliates are responsible for all taxes related to their activities under this Agreement or interactions with Merchants. If BuildMyMart does not collect taxes on a transaction, the Affiliate must assess whether taxes are due and remit them directly to the appropriate authorities.

### 3.3 Additional Payment Information

- Payments are subject to fraud checks, risk analysis, and anti-money laundering procedures, which may result in payment delays during investigations.
- BuildMyMart may withhold payment if the Affiliate fails to provide the required information.
- BuildMyMart will not pay Fees for:
  - Amounts refunded to Merchants;
  - Referred Merchants that are fully or partially created or owned by the Affiliate;
  - Fraudulent sales;
  - Revenues that are subject to chargebacks;
  - Affiliates who are employed by BuildMyMart or Merchants.

### 3.4 Recovering Fees

If Fees are determined to be excluded (as outlined in Section 3.3) or paid by mistake, BuildMyMart reserves the right to:

- Recover the Fees; or
- Deduct the amount from future payments.

If the Agreement is terminated before the full repayment of Fees, the Affiliate is required to repay the outstanding balance within 30 days of termination.

## 4. Intellectual Property Rights

### 4.1 BuildMyMart Creative

- BuildMyMart will be the sole creator and provider of all BuildMyMart Creative, unless otherwise agreed.
- Affiliates are permitted to use BuildMyMart Creative solely for marketing and promoting BuildMyMart's services, in compliance with BuildMyMart's Trademark Usage Guidelines.
- Affiliates may not alter, adapt, or translate BuildMyMart Creative without prior written approval.
- All BuildMyMart Creative remains the exclusive property of BuildMyMart, and no ownership rights are conferred to the Affiliate.

### 4.2 BuildMyMart Trademarks

- BuildMyMart provides the Affiliate with a restricted, non-exclusive, non-transferable license to use its Trademarks exclusively for purposes related to this Agreement.
- The Affiliate must comply with BuildMyMart's guidelines and standards when utilizing these Trademarks.
- All rights to BuildMyMart's Trademarks remain with BuildMyMart, and the Affiliate holds no ownership rights.
- The Affiliate is prohibited from registering or using any term that is likely to cause confusion with BuildMyMart's Trademarks.

### 4.3 Limitations on Use of BuildMyMart Trademarks

- The Affiliate is not allowed to incorporate BuildMyMart Trademarks into their business name, logo, branding, domain names, or social media accounts without explicit permission.
- The Affiliate is prohibited from purchasing or registering pay-per-click keywords, trademarks, or domain names that include or closely resemble BuildMyMart Trademarks.
- The Affiliate must add BuildMyMart Trademarks as negative keywords to avoid any violations.

## 4.4 Ownership Rights of BuildMyMart

- BuildMyMart retains all rights to its Creative, Trademarks, Merchant Data, software, documentation, and any other intellectual property associated with the service and program.
- In the event that any ownership rights to BuildMyMart Property inadvertently transfer to the Affiliate, the Affiliate agrees to promptly transfer those rights to BuildMyMart and waive any moral rights, including the right to pursue legal action for past infringements.

## 4.5 BuildMyMart's Right to Use Affiliate's Intellectual Property

The Affiliate grants BuildMyMart a global, non-exclusive, royalty-free, transferable, and sublicensable license to utilize and showcase the Affiliate's trademarks, logos, service marks, trade names, copyrighted materials, images, and other intellectual property for the purpose of fulfilling the obligations and exercising the rights outlined in this Agreement. Additionally, BuildMyMart may, at its discretion, use such intellectual property to promote or advertise the Affiliate and their products or services, or as otherwise agreed upon between the parties.

# 5. Termination

## 5.1 Modifications

BuildMyMart reserves the right to modify Fees or payment terms at any time, providing reasonable notice to the Affiliate via email, Platform notice, or updated Contract Terms. Any disputes regarding Fees will be resolved by BuildMyMart, and its decision will be final.

## 5.2 Termination

- Either party may terminate the Agreement at any time with immediate effect, with or without cause, by providing notice.
- Fraudulent or unacceptable conduct by the Affiliate, including violations of the Acceptable Use Policy, may lead to:
  - Termination of the Affiliate's relationship with Merchants;
  - Suspension of some or all Affiliate privileges;
  - Immediate termination of the Affiliate Account without notice or recourse.
- BuildMyMart reserves the right to modify or cancel the Agreement, including Fees, at any time, with reasonable notice in the event of significant changes.
- As an affiliate partner of BuildMyMart, you must not misquote or misrepresent the subscription charges, transaction fees, or any other buildMymart charges to prospects/merchants under any circumstances. Any violation of this policy will lead to immediate termination from the affiliate program.

## 5.3 Consequences of Termination

Upon termination:

- Each party must return or destroy the other party's property, including BuildMyMart Creative and Confidential Information.
- The Affiliate must cease using BuildMyMart Creative and Trademarks.
- All rights granted to the Affiliate will be revoked, including access to the Affiliate Account, Platform, and any pending payments, unless otherwise determined by BuildMyMart.

Sections 5.2 and beyond will survive termination or expiration of this Agreement.

# 6. Disclaimer of Warranty

The BuildMyMart Affiliate Program, Service, BuildMyMart Trademarks, BuildMyMart Creative, Ads (including their delivery and related reporting), and BuildMyMart API are provided "as-is" without any warranties. BuildMyMart does not provide any express or implied warranties under this Agreement, including, but not limited to, warranties of merchantability, non-infringement, or suitability for a specific purpose. Furthermore,

BuildMyMart makes no representations or warranties that the Service, BuildMyMart API, BuildMyMart Trademarks, BuildMyMart Creative, or API will fulfill the Affiliate's or Merchant's requirements, nor that they will be uninterrupted, error-free, or free of harmful elements.

## 7. Confidentiality

**7.1** Confidential Information refers to any private or non-public information concerning a Party's business, such as technical processes, customer lists, product designs, financial details, business plans, marketing information, and proprietary data. For the purpose of clarity, Merchant Data and Customer Data are classified as BuildMyMart's Confidential Information.

**7.2.** Each Party agrees to use the other Party's Confidential Information solely for the purpose of fulfilling their obligations under this Agreement. Both Parties will take appropriate measures to prevent unauthorized use, duplication, or disclosure of this information. Confidential Information may only be shared with employees, agents, or subcontractors who require access to fulfill their responsibilities, and they must adhere to the same confidentiality obligations. Disclosure is permitted if required by law, but prior written notice will be given, if legally possible, to ensure the information remains confidential.

**7.3.** Confidential Information does not include information that:

- (A) was already publicly available or known to the receiving Party prior to disclosure;
- (B) is independently developed by the receiving Party without reference to the other Party's Confidential Information; or
- (C) is lawfully obtained from a third party without violating the terms of this Agreement.

## 8. Limitation of Liability and Indemnification

### 8.1 Liability Limitations

BuildMyMart and its affiliated entities will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, loss of profits, goodwill, use, data, or other intangible losses arising from the Program, the Service, BuildMyMart API, BuildMyMart Trademarks, BuildMyMart Creative, or the Affiliate's participation in or inability to participate in the Program, even if BuildMyMart has been notified of the possibility of such damages. The liability of BuildMyMart will be restricted to the Fees paid to the Affiliate within the six (6) months prior to the incident that caused the claim. This limitation applies to all types of claims, including breach of contract, warranty, negligence, strict liability, misrepresentation, and torts. BuildMyMart and its affiliates are not responsible for disputes between the Merchant and Affiliate. Additionally, BuildMyMart will not be liable for any damages arising from the Affiliate's relationship with any Merchant, even if warned of such potential damages. These limitations are enforceable to the fullest extent permitted by law.

### 8.2 Affiliate Indemnification

The Affiliate agrees to indemnify, defend, and hold harmless BuildMyMart and its affiliates, including its directors, officers, employees, subcontractors, and agents ("Indemnified Parties"), from any claims, demands, or liabilities, including reasonable legal fees, arising from: (a) the Affiliate's breach of this Agreement, (b) gross negligence or willful misconduct by the Affiliate, (c) any warranties or guarantees made by the Affiliate to any Merchant or third party, (d) the Affiliate's use of the BuildMyMart API, (e) the Affiliate's violation of any terms of this Agreement, (f) third-party claims of intellectual property infringement, (g) tax-related issues, (h) any performance issues with the Affiliate's product or service, (i) the relationship between the Affiliate and Merchant, or (j) any legal violations committed by the Affiliate.

### 8.3 Indemnification Notice

The Indemnified Party must promptly inform the Affiliate in writing of any claim that falls under the indemnity. While the Indemnified Party may choose to assist in the defense at their own expense, the Affiliate will have control over the defense and settlement of the claim, ensuring that no liability is admitted or any obligation is imposed on the Indemnified Party without prior written consent.

## 8.4 Non-exclusive Remedies

In the event that the Affiliate breaches or threatens to breach any provisions in Sections 2, 3, 5, or 6, BuildMyMart reserves the right to: (a) immediately cease such activities without the need to prove damages or post bond, (b) terminate this Agreement and revoke the Affiliate's access to the Program and Platform, (c) seek a refund for all amounts paid to the Affiliate, and (d) be indemnified for any losses or damages resulting from the breach, in accordance with the terms outlined in this Section.

## 9. General Provisions

### 9.1 Force Majeure

If a Party is unable to fulfill its obligations due to unforeseen circumstances such as natural disasters, civil unrest, fires, government actions, labor disputes, or other events beyond its control, that Party will be excused from performance for the duration of the disruption. However, the affected Party must make reasonable efforts to resume its performance and minimize any resulting damages.

### 9.2 Independent Contractors

The Parties are independent contractors and do not have the authority to bind one another, except for the purpose of collecting payments, credits, or refunds. This Agreement does not establish a partnership, joint venture, or agency relationship between the Parties.

### 9.3 Notice

Any notices under this Agreement must be provided in writing and delivered personally, via email, through an overnight courier, or by certified mail. Notices will be deemed delivered according to the chosen method of delivery.

### 9.4 Non-Exclusivity

This Agreement does not create an exclusive relationship. Both Parties are free to enter into similar agreements with other parties, provided that such agreements do not violate the terms of this Agreement, as non-confidential, including any confidentiality obligations.

### 9.5 Entire Agreement

This Agreement, along with all referenced documents, represents the complete and exclusive understanding between the Parties, replacing any prior agreements. Neither Party will be bound by any additional or differing terms unless explicitly agreed to in writing.

### 9.6 No Waiver

The failure to enforce any provision of this Agreement does not waive the right to enforce it in the future. Any waiver must be made in writing and signed by the Party granting the waiver.

### 9.7 Assignment

BuildMyMart may assign this Agreement at its discretion, without the need for notice or consent from the Affiliate. Affiliates are not permitted to assign this Agreement without obtaining prior written consent from BuildMyMart.

### 9.8. Applicable Laws

This Agreement is governed by Indian Laws

- a) In the event of any dispute arising out of or in connection with this Agreement, the parties agree to attempt to resolve the dispute through mutual consultation.
- b) The courts in Pune shall have exclusive jurisdiction over any disputes arising from this Agreement.

### 9.9 Patent Non-Assertion

Affiliate agrees not to bring any patent infringement claims against BuildMyMart or its affiliates concerning their products or services.

### 9.10 Competitive Materials

BuildMyMart reserves the right to participate in competitive activities, including developing, acquiring, and marketing products similar to those of the Affiliate, provided that it does not misuse the Affiliate's confidential information.



### **9.11 Service Providers**

Affiliate is accountable for the actions of its service providers and any breaches resulting from their actions.

### **9.12 Severability**

If any provision of this Agreement is deemed invalid, the remaining provisions will remain in force, and the Agreement will be enforced as if the invalid provision had never been included.

### **9.13 Industry Standards**

The Affiliate's system must adhere to industry standards to ensure secure operation. If handling Merchant Data, the Affiliate is required to implement strict privacy and security protocols and notify BuildMyMart of any data breaches within two business days.

### **9.14 Feedback**

Affiliate transfers all rights to any feedback given to BuildMyMart, allowing BuildMyMart to use, reproduce, and exploit it without limitation. Such feedback will be treated

## **Part B – Additional Terms for Referral Affiliates**

This section outlines terms specifically for Referral Affiliates, who have already been onboarded into the BuildMyMart Affiliate program.

### **1. Referral Services**

The Affiliate commits to actively promoting BuildMyMart and identifying potential Referred Merchants for BuildMyMart, using their best efforts as outlined in this Agreement and the Contract Terms.

### **2. Enrollment**

To join as a Referral Affiliate, the Affiliate must register an account on the Platform by submitting the necessary information. BuildMyMart will review the application within 72 hours and inform the Affiliate of the acceptance or rejection. BuildMyMart holds the right to reject any application at its sole discretion. The provided email address will serve as the primary means of communication, and the Affiliate is responsible for ensuring the security of their account.

### **3. Links**

Upon acceptance into the Program, Links will be accessible on the Platform. The Affiliate agrees to:

- Use only the Links provided on the Platform.
- Not modify or manipulate any Links, including the linking code.

### **4. Contract Terms**

The Affiliate must agree to the Contract Terms via the Platform. Any updates to the Contract Terms will automatically supersede any previously accepted terms.

### **5. Websites**

The Affiliate is permitted to use only the domains listed in their Platform profile to provide Referral Services.

### **6. Commission Plan for Referral Affiliates**

Affiliates will earn commissions for Referred Merchants as specified in the Contract Terms.

Commissions may be withheld if the Affiliate violates the Agreement or engages in inappropriate conduct, as determined by BuildMyMart. BuildMyMart has the right to cancel, reduce, or reverse commissions at its discretion.

Affiliates are required to provide details about Referred Merchants when requested. BuildMyMart reserves the right to verify their legitimacy for commission eligibility. Commissions will not be paid for Referred Merchants that are owned, either fully or partially, by the Affiliate or their employer.

## 7. Unauthorized and Prohibited Activities

Affiliates are prohibited from:

- Promoting BuildMyMart on coupon, deal, or incentivized websites.
- Using the Link in pay-per-click advertisements.
- Purchasing search engine keywords or domain names that include BuildMyMart Trademarks or any variations.
- Creating or participating in third-party or sub-affiliate networks without prior written consent from BuildMyMart.
- Engaging in fraudulent traffic methods, such as using bots or cookie stuffing.
- Directly linking to any BuildMyMart page without written approval.
- Masking referral sites or using misleading redirects.

A Referred Merchant cannot be owned by the Affiliate nor qualify for compensation under this Agreement. Only Referred Merchants who are accessed through legitimate channels are eligible for compensation.