



JYOTI EVENT SERVICES PRIVATE LIMITED

Plan your memories in your way!

Terms and Conditions for Seller Onboarding on MakeMyUtsav

These Terms and Conditions (the "Agreement") govern the onboarding process and the subsequent relationship between "Jyoti Event Services Private Limited" (referred to as "MakeMyUtsav" or "Platform") and the event service seller or partner (referred to as "Seller" or "You"). By signing and returning this Agreement, you acknowledge and agree to comply with all terms and conditions outlined herein.

1. Eligibility and Registration:

- 1.1. To be eligible to register as a Seller on MakeMyUtsav, you must be an individual or a legal entity capable of entering into a binding agreement.
- 1.2. During the registration process, you must provide accurate and complete information. You shall keep your account information up-to-date and promptly notify MakeMyUtsav of any changes.
- 1.3. Annual Platform Charge: The Seller may be subject to an annual platform charge, the details of which will be communicated to the Seller separately. The charge, if applicable, will be collected by MakeMyUtsav as per the agreed terms.

2. Listing Services:

- 2.1. As a registered Seller, you may list your event services on MakeMyUtsav subject to the Platform's guidelines and approval process.
- 2.2. You shall provide accurate and detailed descriptions, images, and pricing for each listed service.
- 2.3. MakeMyUtsav reserves the right to approve or reject any service listing at its sole discretion.

3. Commission and Payments:

- 3.1. MakeMyUtsav and the Seller shall agree on a commission structure for each successful sale of a service through the Platform.
- 3.2. The commission shall be deducted from the total sale value, and MakeMyUtsav will remit the payment to the Seller according to the agreed-upon payment schedule. In case of user/customer cancels the booking, MakeMyUtsav will decide the seller

commission, it depends on how many days before of event date, customer cancels the booking.

3.3. MakeMyUtsav will deduct its commission and any other charges if applicable before remitting the payment to the Seller. The commission percentage may be subject to change at the discretion of the Company.

3.4. The payment to the Seller will be made either weekly or monthly, as decided by MakeMyUtsav. The payment schedule may vary, and the Seller will be informed accordingly.

3.5. It's the seller's responsibility to make sure they pay taxes like GST & other taxes if applicable, to the government on time and correctly. MakeMyUtsav won't be responsible if there are any mistakes or issues in this regard. MakeMyUtsav, as a service provider, cannot assume any liability for errors or issues arising from the tax payment process. Seller must issue tax invoice of any booking whenever asked.

4. Service Quality and Obligations:

4.1. Seller must go at customer venue and provide service on booking date and the selected time range by customer. The rented materials (if any) used in the experience must be picked up from customer location after the event or on the next day. Delivery of edited digital images/video (if any) must be delivered to customer on the door step or via a digital medium of customer's preference within one week. The RENTAL category items (Eg - Table & Chairs etc) must be delivered one day before or before a reasonable time of the event date of customer, the same should be picked up after the event or on the next day.

4.2 As a Seller, you shall be solely responsible for the quality and delivery of the services listed on the Platform. Seller mobile/phone contact should always be "ON" and reachable.

4.3. You agree to provide the services in a professional and timely manner, meeting the expectations set forth in the service listing.

4.4. Non-Served Booking Penalty: In the event of a non-served booking, wherein the Seller fails to fulfill a confirmed service, the Seller shall be liable for a penalty of thrice or more with no commission of the original booking amount and it may depend upon the damage made to customer. In case of any unusual circumstances, the seller must inform MakeMyUtsav at least 7 days in advance. In such cases MakeMyUtsav will decide the penalty amount.

4.5. Service Accuracy: The Seller is obligated to provide the exact service as described in the product/service details on the MakeMyUtsav platform. Any deviation from the stated service may lead to penalties or termination of the Seller's product/service.

4.6. Discrepancies and Termination: In the event of any discrepancy or complaint regarding the service provided by the Seller, MakeMyUtsav reserves the right to decide whether to hold or release the payment for the booking. The Company may also blacklist the Seller and terminate their product/service with immediate effect.

4.7. Customer Interaction: The Seller is expected to maintain a professional and courteous demeanor while interacting with Customers. Any incidents of misbehavior or customer issues may result in penalties or legal action against the Seller.

4.8. The company shall not assume liability for any damages caused by the seller during the provision of services. The seller shall be solely responsible for any damages incurred to the customer.

4.9. Customer Cancellation Policy: The customer cancellation policy for bookings is decided by MakeMyUtsav and may be subject to change from time to time. The Seller is responsible for staying updated with the latest cancellation policy through the MakeMyUtsav portal.

4.10. Service Provision and Transport: The Seller shall be responsible for arranging their own transport to reach the customer's location one hour before the scheduled time and provide the service within the specified time slot. Failure to adhere to this requirement may result in penalties.

5. Customer Support:

5.1. MakeMyUtsav will handle customer inquiries and support related to the services listed on the Platform.

5.2. You shall cooperate with MakeMyUtsav in addressing customer concerns and providing necessary information as required.

6. Intellectual Property:

6.1. You grant MakeMyUtsav a non-exclusive, worldwide, royalty-free license to use, display, and reproduce your brand assets, service images, and descriptions for marketing and promotional purposes on the Platform and associated channels.

7. Confidentiality:

7.1. Both parties shall treat all information received from the other as confidential and shall not disclose or use such information for any purpose other than the performance of this Agreement, unless required by law.

9. Termination:

9.1. Either party may terminate this Agreement with 60 days written notice to the other party. At the time of termination, the Seller must not have any future bookings scheduled. In such cases termination date may be extended.

9.2. MakeMyUtsav may terminate this Agreement immediately if the Seller breaches any terms outlined herein or engages in any unethical or illegal practices.

10. Governing Law and Jurisdiction:

10.1. This Agreement shall be governed by and construed in accordance with the laws of India.

10.2. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Bangalore, Karnataka.

11. Amendments:

11.1. MakeMyUtsav reserves the right to amend these Terms and Conditions at any time by providing notice to the Seller.

11.2. By continuing to use the Platform after receiving such notice, the Seller agrees to be bound by the amended Terms and Conditions.

Also please read our platform terms and privacy policy at:

<https://makemyutsav.com/static/terms-and-conditions>

<https://makemyutsav.com/static/privacy-policy>

By signing this document, you acknowledge your understanding of the Terms and Conditions outlined above and agree to comply with them throughout your association with MakeMyUtsav. Please return a signed copy of this document to proceed with your onboarding process as a Seller on MakeMyUtsav.

Thank you for partnering with MakeMyUtsav. We are excited to have you on board!

[Name, Address and Contact details of Seller]

[Signature of Seller]

[Date & Place]