

## **Selling**

As a merchant, you shall list product(s)/service(s) for being offered on the Platform in accordance with the policies which are incorporated by way of reference in the Terms of Use. You must be legally able to offer the product(s)/service(s) you list for sale on our Platform and must have all the necessary licences and permits required for such offering. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics, pictures or videos that describe your item for offer. All items must be listed in an appropriate category on the Platform. All listed items must be kept in stock for successful fulfilment of services. The listing description of the item must not be misleading and must describe actual condition of the product/service. Nearbuy.com reserves the right to delete listings of such product / services listed by you in its sole discretion.

## **Declaration**

In relation to the aforesaid, you declare that

1. You have carefully read the requisite fields on nearbuy.com Platform and have provided accurate information to the best of your knowledge, and You understand that any misrepresentation or omission of facts may be justification for refusal of payment, if any or termination of your contract with nearbuy.com. You therefore agree to provide to nearbuy.com, all persons or entities affiliated to nearbuy.com in my or my agent's possession in considering you as a merchant for its Platform.
2. You acknowledge that any statements or information or documents provided by you do not create an expressed or implied contract with nearbuy.com. Any premise to the contrary will be relied upon by you and You shall be liable for the same.
3. You hereby declare that the information or documents provided by you to nearbuy.com are true and correct to the best of your knowledge. You, understand and agree that nearbuy.com, at its discretion, may institute and conduct a background check to verify the information furnished by you herein at the nearbuy.com Site or Platform, which may require disclosure of information to third parties and You authorize nearbuy.com to carry out such background verification and agree to provide any/all information required by nearbuy.com in this regard. You acknowledge and agree that providing any false information may result in nearbuy.com delisting you from the Platform and take such action as nearbuy.com may deem appropriate. In addition, You agree that nearbuy.com has rights to seek any legal remedies including indemnification and damages from you for any loss caused to nearbuy.com as a result of any false information provided by you to nearbuy.com.