

# Vendor Terms and Conditions

ClickAlgo Limited (the "Company") owns the eCommerce site [clickalgo.com](https://clickalgo.com), which enables vendors to sell their products online to our customers globally.

This Agreement (the "Agreement") is a legal agreement between the Vendor and ClickAlgo Limited, a company registered in London, United Kingdom. ClickAlgo Limited permits the vendor to use the Website Services and Documentation in accordance with this Agreement. By checking the box confirming the Vendor's acceptance of this Agreement, the Vendor agrees to be bound by its terms.

**ClickAlgo Limited and the Vendor now agree as follows:**

## Vendor Products

Vendor Products: The Vendor shall offer its Products to the Company for sale on the Website. Based on the market analysis conducted by the Company, the Company may make recommendations to the Vendor from time to time on the specific Products and the quantities thereof from the entire range/collection that is to be displayed, advertised and offered for sale by the Vendor through the Website. The Company reserves the right to refuse to display or withdraw any Product for sale on the Website.

The Products offered for sale by the Vendor are either manufactured by the Vendor or are sourced/ purchased by the Vendor from third-party suppliers/manufacturers ("Suppliers"). Suppose the Vendor buys the Products from the Supplier. In that case, the Vendor has furnished a no-objection certificate from the owner/manufacture of the Products in the format provided by the Company and annexed to the Vendor Agreement.

## Services Provided by The Company

As part of the Services, the Company shall carry out the following functions for and on behalf of the Vendor, for consideration as agreed upon under the Vendor Agreement.

## Sale of Products through the Website

The Vendor authorises the Company to, on behalf of the Vendor, provide to Customers/users of the Portal:

- Information and assistance about the listed Products and sales thereof,
- Information about the status of the order placed by Customers, and
- Operate a customer helpdesk for other inquiries about Products and orders, customer complaints, and grievances. The vendor agrees to assist ClickAlgo.com in answering customers' questions regarding the vendor's products.

The Vendor agrees and undertakes to fully cooperate with the Company as reasonably required in connection with any customer-service functions undertaken by the Company. The Vendor can provide such services on its own or through the Suppliers, as the case may be.

The Vendor authorises the Company to place:

- A description of the Vendor (including but not limited to the description of Suppliers, where so directed by the Vendor) and
- A description of each of its Products (including but not limited to the technical description of the Products, the product's brand name, price and any applicable warranty terms) on the Portal.

Vendor ratings are based on vendor performance and customer reviews.

The Vendor authorises and acknowledges that the Company will offer random sale discounts on the Website. The parties will bear such discounts as agreed upon in the Vendor Agreement.

### **Quality and Quantity Assurance**

Before advertising a Product on the Website, the Company shall perform a quality assessment of the samples provided by the Vendor for the shoot based on the relevant quality parameters prescribed by the Vendor ("Quality Parameters").

Where sample Products do not satisfy the Quality Parameters, the Company shall inform the Vendor as soon as possible. After that, the Vendor shall replace, repair, improve or upgrade all the relevant Products to make them comply with the Quality Parameters. The Vendor shall, after that, provide fresh sample Products to the Company out of such replaced, repaired, improved or upgraded Products, and the process of assessing the quality shall be carried out again.

### **Invoicing**

ClickAlgo Limited has agreed to pay the vendor every Friday, for the total sales of the vendor's products sold more than 14 days after the invoice date. So, all products must no longer be eligible for the 14-day refund option when an invoice is submitted for the sale.

ClickAlgo Limited offers the following commission structure:

- Standard commission: 30% of the total sale price.
- Reduced commission: 20% of the total sale price for vendors whose **monthly sales exceed £300**.

All payments to the vendor are made directly to their designated bank account, and the vendor agrees to pay any fees to transfer the money. The payment details on the invoice must include the vendor's name and not another person's name to be paid. The Vendor will issue an invoice for all purchased Products, which must contain information as requested by the company. The due date on the invoice must show NET 1,4, which is 14 days after the date the invoice was sent to us.

You must invoice ClickAlgo Limited by Friday to receive payment. We will provide an invoice template to help you.

You can view an [example invoice](#); please create your invoice in the same format.

- [Create your invoice](#)
- [View example invoice](#)

**How to create an invoice using the [online tool](#).**

## **Refunds & Returns**

The Company has a Return and [Refund Policy](#), which applies to selling Products through the Website.

The Vendor has been provided with a link to the Refund Policy page, and the Vendor hereby confirms that the terms of the Refund Policy are acceptable to the Vendor.

The Company shall prominently display the Refund Policy on the Website so that Customers know it.

Suppose a Customer is entitled to a return or refund for any Product by the Refund Policy. In that case, the Company shall make such return or refund solely on behalf of the Vendor as per the Refund Policy. Vendors are not paid until after the 14-day refund period, so any refunds that occur will not have to be claimed by the vendor. The vendor can request proof of refund anytime, and the company will send this information.

## **Payment Terms**

ClickAlgo Limited will pay the vendor upon receipt of an invoice in the correct format for all no longer reliable sales for a 14-day refund. This prevents us from refunding the customer after they have paid the vendor. We offer a 14-day refund for all products that use our remote digital licensing system.

The standard commission split to the vendor is 70% of the total sale price minus any VAT. If the vendor's total monthly sales exceed £300, the reduced commission applies, and the vendor receives 80% of the total sale price minus any VAT.

**Your new sales must be £25.00 or more before you can withdraw your commission by sending an invoice.**

## **VAT on EU Customers**

We are legally obliged to collect VAT tax for all customers who reside in the European Union. This tax is inclusive, so the customer pays precisely the advertised price. Currently, 20% of our customers are from the EU, and 80% are from other countries outside of the EU. There is no VAT to pay on NON-EU customers.

We will deduct VAT from the sale price for EU customers and pay this to the EU quarterly. Your commission will be calculated on the price after VAT has been deducted. No VAT tax will be deducted for NON-EU customers, and you will receive a commission on the full price.

If you have any questions, don't hesitate to contact us.

### **Obligations of the Vendor**

The vendor's obligations are described below.

### **Product Support**

The Vendor shall be responsible for all warranty and after-sales services relating to the products as per its standard product warranty and maintenance contracts and shall keep the Company fully indemnified in this regard. The vendor must professionally support their products using the official [ClickAlgo support site](#). The client organization will offer first-line support, and the vendor will offer second-line support for queries or problems the client cannot resolve.

### **Response Times**

The vendor's responsible for contacting the customer using the support site within 24 hours of being contacted by one of ClickAlgo's support teams. If the customer does not receive a response within this timeframe, we will offer the customer a refund and deduct this amount from any future sales. Also, the product can be removed from the website to protect our customers.

### **Product Licensing**

We will provide custom license assemblies with instructions for vendors to integrate our licensing system into their products so that they can offer a 14-day trial and 14-day refund option. This system will allow the customer to start using the product as soon as they have purchased it. We have also found that using this type of licensing makes customers feel more confident about their purchase, which increases sales.

### **Product Bug Fixes**

If a product has a critical bug, we will publish the updated fix immediately upon receiving it from the vendor or temporarily disable customers from purchasing it until it is published.

### **The Obligations of the Company**

The Company shall take reasonable steps to specify the warranty period and terms of such warranty for Customer awareness on the Website, which is communicated to it by the Vendor about the Products displayed on the Website.

### **Indirect Marketing by the Vendor**

The vendor should not advertise their company, services or products on the ClickAlgo Limited website [clickalgo.com](http://clickalgo.com) or direct customers to another website; only information regarding the vendor's products is permitted.

### **Confidentiality**

The Parties shall keep all negotiations confidential and maintain the contents of these Terms & Conditions together with the Vendor Agreement in strict confidence and shall make no announcement or disclosure without the prior written approval of the other Party save in respect of (i) disclosures necessary to be made to each Party's consultants, advisors, employees/directors on a need-to-know basis and provided that obligations of confidentiality bind such third parties; and (ii) disclosures required by law.

### **Termination**

These Terms & Conditions shall become effective on the Effective Date as mentioned in the Vendor Agreement. They shall remain in force unless the Vendor Agreement is terminated between the Parties by the terms hereof ("Term").

Any legitimate and official dispute can terminate the contract. The vendor or the client can request that the agreement be terminated within 7 days of written notice via email.

### **Electronic Execution**

These Terms and Conditions are being executed electronically, and each Party recognizes that they are validly executed under the Information Technology Act, 2000, and shall form a binding agreement between the Parties. No Party shall claim invalidity of these Terms and Conditions merely because they are being executed electronically.

### **Governing Law and Jurisdiction**

These Terms and Conditions and the Vendor Agreement shall be read and construed according to the laws of the United Kingdom. All disputes arising out of or about them shall be subject to the exclusive jurisdiction of courts in the United Kingdom.

**ClickAlgo Limited** is registered in England and Wales with company No. 13117395.

**EU VAT Number:** EU372062796, registered in Ireland.