

TOMOH MARKETING

Office#: 2040 Burjman Business Center Bur Dubai, UAE

Website : www.tomohdubai.com
Info : info@tomohdubai.com
Sales : suppor@tomohdubai.com
TEL : +971-50 482 8966
TEL : +971 4 583 1272 EXT 122
Date : 23/02/2022



Agreement with Vendors

Kind Attention: _____

Dear Sir,

We would like to take this opportunity to thank you for joining us as a vendor.

Tomoh Marketing is a Digital Marketing organization specializing in providing Ecommerce Marketplace, Technologies & Marketing Services. We provide our customers with the highest quality products and support these products with a highly qualified sales and service team. This ensures that our customers have the most effective solutions for their needs. If you have any questions regarding this agreement or require any further information please contact us directly.

Yours Sincerely:

Miss Alaa Al Shaar
ceo@tomohdubai.com
+971 50 482 8966

Submitted to:

Name: _____

UAE.

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Terms and conditions for Sellers

Terms and Conditions applicable to vendors using Tomoh Marketing.

These terms and conditions are the contracts between you and Tomoh Marketing ("us", "we", etc). By joining Tomoh Marketing as a seller/ vendor or using Our Website, you agree to be bound by them.

Tomoh Marketing is a trade name of _____, whose Registered office is at date _____,

About Tomoh Marketing

Tomoh Marketing is a marketplace that allows users to sell and buy TOMOH products.

Any guidance we provide as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes, Tomoh Marketing has no control over and does not guarantee: the existence, quality, safety, or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will complete a transaction or return an item.

1. Definitions

Content

means the textual, visual, or audio content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos, and animations. It includes content such as advertising material, and all other product or service-related material posted by you.

Our Website

means any website of Tomoh Marketing, and includes all web pages controlled by us.

Post

means place on or into Our Website any Content or material of any sort by any means.

Product

means any item offered for sale by you on Our Website, whether physical goods or downloads.

Service

means all of the services available from Our Website, whether free or charged.

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2. Our contract

The relationship between us is solely that:

in consideration of a fee charged by us, we provide for you an Internet marketplace as an arm's length contractor.

we act as your agent solely in the selling of products and collection of money paid by your buyer.

we are not partners or joint ventures.

If you place a Product for sale on Our Website, you do so subject to these terms.

When you place a Product on Our Website, you will be bound to provide all the information required by the Competition and Consumer Act 2010.

Although we are not a party to your contract with a buyer introduced to you via Our Website, we may remove your Products from the offer if a customer or Our Website visitor has a valid complaint against you.

We may change this agreement in any way at any time. The version applicable to your contract is the version that was posted on Our Website at the time that the contract was made.

Subject to this agreement and the procedures set out on Our Website, you may enter a Product for sale through Our Website.

3. Your Product placement

You agree that you will:

not place any Product for sale which is not of merchantable quality or which requires for its setup or use a level of technical expertise which is not fully explained to a customer before purchase.

not re-place any Product we remove from an offer for sale.

4. Delivery

We offer Free Standard Shipping within Dubai, you must make sure your product's price cover shipping fees.

You must also set up your Express and International Shipping rates from your Seller Portal, you can access a step-by-step guide on how to do this [HERE](#).

Deliveries of hard copy and physical Products are made from your premises/ warehouse, by post, or by a carrier instructed by you subject to the contract between you and your customer.

Notification of order fulfillment will be automatically sent to the customer by adding a tracking number and marking the order as fulfilled.

If at any time, any customer notifies you of non-delivery within the time scale offered by you on Our Website, you must investigate within 48 hours and inform the customer that you are doing so, you need to either provide additional tracking details or offer a resolution, such as a replacement or a refund. If the buyer got their item but it's faulty, damaged, or doesn't match the listing description, you will need to work with them to resolve their issue according to your Shipping Policy. If they changed their mind, how you can respond (and who pays for return shipping) depends on your return policy.

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5. Product returns

In UAE, consumers have a legal right to obtain a refund from a business for goods purchased if the goods are faulty, not fit for purpose, or don't match the description. You may not include information in your listing or return policy that may mislead buyers about their rights. You must advise buyers that they may have rights under the UAE Consumer Law. If the buyer is requesting to return an item for "change of mind" (or "remorse") reasons, your return policy will apply – including which party is responsible for return postage costs. You may at your discretion accept or deny a remorse return request if it falls outside your return policy.

You acknowledge that we may automate some aspects of the returns process if no reply is received to a return request within 48 hours. You also acknowledge and agree that we may exercise our reasonable discretion to make a final decision on any returns where a buyer and seller cannot agree.

You agree that you will:

try your best to reply to the buyer within 48 hours to any return claims or disputes, if no response is received within 48 hours, Tomoh Marketing will have to step in to find a solution;

comply with the law relating to the contract between you and your customer, relating in particular to your obligations to provide full information and accept cancellation and returns (according to your policy). You can set your returns and refunds policy from your Seller Panel.

when you must return money to a customer for any reason, you will do so as provided by your returns & refunds policy. if a Product ordered is not available, you must tell your customer and offer a replacement product or refund any money paid;

comply with the Tomoh Marketing procedures relating to satisfaction of an order.

provide information to us in respect of any claim for non-delivery and any dispute as to payment, to enable us to identify the possibility of fraud.

6. The selling procedure

When setting up your shop, you must set up your terms and conditions for buyers, such as a return & refund policy. You can do this from your Seller Portal, just go to your account settings and you will find your shop policy section. You must specify the terms and conditions of the sale in your listing so that buyers know what to expect. Please make sure to include the following details in your listing:

Return policy

The shipping method, costs, and other information. Taxes and any applicable government-imposed fees

Terms of the transaction

Tomoh Marketing is not responsible for the fulfillment of your contract to sell a Product.

You will receive a message by email at the time of each sale, providing full information about that sale.

You agree to tell us, through your Seller Portal, if at any time your supply is exhausted.

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7. Goods and services tax

Buyers and sellers are generally responsible for any Goods and Services Tax (GST), sales tax, or other taxes that apply to items on Our Website. For more information about your tax obligations, please contact the UAE Taxation Office.

In any jurisdiction where Tomoh Marketing has an obligation to collect tax on consumer purchases:

Tomoh Marketing may add the applicable tax to the item price displayed to the buyer;

Tomoh Marketing will display the tax amount at checkout once the buyer's order and delivery address are confirmed, and this will be included in the order total paid by the buyer;

Tomoh Marketing will collect this amount via any means available to us and remit the tax to the relevant authority.

As a Seller, you acknowledge and agree that where Tomoh Marketing has an obligation to collect tax on consumer purchases and that we may not report tax collected to you.

8. Our commission and payment to you

Joining Tomoh Marketing as a Seller and posting items for sale is free. **We do retain a proportion of each sale, which at the moment is 7% to 20% depending on the products**, this amount may change at any time, but you will be informed by email if any changes are made.

We sell your Products at the price you place on them, subject to these terms and also the requirements we set out on Our Website from time to time.

Our fees and commissions are payable on demand. You irrevocably authorize us to deduct them from sums paid to us by your buyer.

Our Website selling system is an automated system which can be followed by you through a " Vendor control panel".

We will pay you within 3-14 working days of confirmed dispatch of order (depending on how long it takes for payments made on the website to reach our accounts).

A buyer may from time to time use discount vouchers/ codes, this total may be discounted from the total payout figure to the seller.

If an action by a buyer results in a chargeback to our account, you agree that we may deduct the sum charged back together with any fee paid to our service provider and bank, from any sum due to you, at or after that time.

If you or we accept any cancellation and consequently refund money to a customer, we are not obliged to repay commission to you.

If at our discretion we believe that your performance as a seller results in a significant number of charges back and/or buyer disputes or if we believe you are in breach of this agreement, we are free to hold back payments to you until we are satisfied that disputes have been settled and/or breach rectified.

9. Advertising your Product

If you accept our offer to advertise the market or promote your product, the following conditions apply.

We may use the services of a specialist Internet marketing business associated with Tomoh Marketing.

Here your obligation is limited to the extent of the price charged and due to us.

The price charged to you will include all payments we make to others.

We give no guarantee as to the success of any advertising placed.

We might post your products information including images and videos on our social media platforms.

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10. Your Product warranties

You warrant that any Product you place on Our Website for sale:

is not: illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to any third party;

does not offend against the law of any country whose citizens might purchase it;

You warrant that you own the copyright of any Content you place on Our Website for sale, or that you have the permission of the copyright owner:

to enter or upload that Content;

to receive the net proceeds of such sales as arise.

11. How we handle your Content

If you post content to any public area of Our Website it becomes available in the public domain. We have no control over who sees it or what anyone does with it.

You now irrevocably authorize us to publish feedback, comments, and ratings about your Products, services, and activity through Our Website, even though it may be defamatory or critical. If you have a problem with feedback or you think it is not true, please contact us at support@tomohdubai.com

Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we cannot protect your rights.

You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been posted by you;

You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.

Please notify us right away of any security breach or unauthorized use of your account.

12. Using Our Website

We invite you to Post Content to Our Website for [marketing your products and services and in other ways]. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website, and to comply with the law.

While using Our Website, you will not:

be unlawful, or tend to incite another person to commit a crime;

be obscene, offensive, threatening, violent, malicious, or defamatory;

infringe any laws, third party rights, or our policies;

be sexually explicit or pornographic;

be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age, or affiliation with any person;

use a Posting to solicit responses unconnected with the purpose of Our Website or the terms proposed by this agreement.

Sell on Our Website if you are not able to form legally binding contracts, are under the age of 18, or are suspended from selling on Our Website;

circumvent or manipulate our fee structure, the billing process, or fees owed to Tomoh Marketing;

distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

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distribute viruses or any other technologies that may harm Our Website or the interests or property of Tomoh Marketing users;

harvest or otherwise collect information about users, including email addresses, without their consent.

Offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of Tomoh Marketing, you may be liable to pay a commission fee applicable to that item.

13. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting that does not comply with these terms.

14. Security of Our Website

You now agree that you will not, and will not allow any other person to:

modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.

link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;

download any part of Our Website, without our express written consent;

Share with a third party any login credentials to Our Website.

15. Copyright and other intellectual property rights

All content on Our Website, is the property of either us, our affiliates, or suppliers of products for sale. It is all protected by international copyright laws.

You may not copy, modify, publish, transmit, create derivative works from, or in any way exploit any of the content, except as is expressly permitted in this agreement or with our written consent.

For the sake of good order, you should note that copyright exists in compilations and graphic images, shapes, and styles, as well as in raw text.

If you would like to use any of our logos or graphics, please send us an email to support@tomohdubai.com

16. Interruption to the Service

We give no warranty that the Service will be satisfactory to you.

We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our Service for repairs, maintenance, or other good reasons. We may do so without telling you first.

You acknowledge that our Service may also be interrupted for reasons beyond our control.

You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our Service.

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17. Trading on Tomoh Marketing and limitation of liability

While we try our best to maintain a safe trading environment, you accept that there are unfortunately sometimes risks when trading online and using Our Website, including dealing with fraudulent people.

You will not hold Tomoh Marketing responsible for other users' content, actions, or inactions, any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill, or wasted expenditure), or any other indirect or consequential loss whatever.

You acknowledge that Our Website is a venue to allow anyone to sell and buy TOMOH products, at any time, from anywhere, in a variety of pricing formats and locations.

We have no control over the ability of buyers to pay for items or that a buyer will complete a transaction.

You must ensure that you comply with your obligations and are aware of any laws relevant to you as a vendor.

You alone, and not Tomoh Marketing, are responsible for ensuring that your listing, selling and any other activities conducted on our site are lawful. You must ensure that you comply with all applicable laws in Australia and other countries. You must also ensure that you strictly comply with this Contract and the policies which form part of the Contract.

We do not take ownership of the items at any time and do not transfer legal ownership of items from the vendor to the buyer.

We cannot guarantee continuous or secure access to Our Website, and the operation may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms, and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising, directly or indirectly, out of your use of or your inability to use Our Website or services. Our Website and Services are provided "as is". As to Our Website and Services, we make no representation or warranty of any kind, express or implied, including, without limitations, warranties:

as to the fitness of Our Website and Service for a particular purpose;

as to availability and accessibility, without interruption, or error;

any obligation, liability, or remedy in tort whether or not arising from our negligence.

You now expressly release us from any claims and liability known and unknown, arising in any way from a dispute between you and a buyer.

18. Indemnity

You will indemnify us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) against any claim or demand, including legal fees and costs, made against us by any third party due to or arising out of your breach of this Contract, or your infringement of any law or the rights of a third party in the course of using Our Website.

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19. Miscellaneous matters

If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid, or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

If you are in breach of any term of this contract, we may:

terminate your account and refuse access to Our Website;
remove or edit Content, or cancel any order at our discretion.

Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

No failure or delay by any party to exercise any right, power, or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.

In the event of a dispute between us, then, if we so ask, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.

We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control.

In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

CEO of Tomoh Marketing

Miss Alaa Al Shaar

ceo@tomohdubai.com

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