

Digital Voucher Partner Agreement



1 - ACKNOWLEDGMENT

1.1 - The current document is an electronic record in terms of the Information Technology Act, 2000 & 2008. The rules cited herewith are applicable and the amended provisions of electronic records in various statutes as amended by the Information Technology Act, 2000 & 2008.

1.2 - The current electronic record has been generated by a computer system and does not require any physical or digital signatures.

1.3 - The present document has been published following the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the "Sales Partner Agreement" web page for access or usage of www.giftedtoall.com online store.

2 - THE CONTRACT BETWEEN US

2.1 - THE CURRENT DOCUMENT IS AN AGREEMENT BETWEEN TWO PARTIES AGREEING SOLELY ON DIGITAL VOUCHER PARTNERSHIP.

2.2 - IT IS AIMING TO ENHANCE SALES, PROMOTION, AND LOYALTY AMONG THE CUSTOMERS USING DIGITAL VOUCHERS. IT IS CERTAINLY NOT FOR OTHER KINDS OF PARTNERSHIP DEFINITIONS, INCLUDING BUSINESS, CHANNEL, OR PROMOTIONAL PARTNERSHIPS.

2.3 - AFTER THE SIGNING THE LEGAL DOCUMENTS, BOTH PARTIES SHALL ENTER INTO AN AGREEMENT ON THE MUTUALLY **AGREED TERMS & CONDITIONS** AND **LIABILITIES** FOR A DEFINED PERIOD.

2.4 - THE SALES PARTNERSHIP AGREEMENT COMES INTO EFFECT ONLY WHEN THE PROCESS OF VERIFICATION, APPROVAL, AND CONFIRMATION ACCOMPLISHED BY THE FIRST ENTITY (GiftedToAll INDIA LIMITED) AND ACKNOWLEDGES THE SAME TO THE SECOND ENTITY (DIGITAL VOUCHER PARTNERS).

3 - DEFINITION OF PARTIES ON AGREEMENT

Thus, the current digital voucher (or digital gift voucher) agreement (The Agreement) entered between:

1. GiftedToAll INDIA LTD
2. Digital Voucher Partner/s (Whoever wishes to be)

Now, onward we will refer each a “Party” and collectively the “Parties” in the document.

3.1 – The First Entity – GiftedToAll India LTD

GiftedToAll is a company incorporated under the provisions of the Companies Act, 1956 having its Registered and its Corporate Office at:

3.1.1 – ADDRESS:

Ravi Raj Complex-2, Office No.207, First Floor, Nana Mava Main Road,Satya Sai Road Corner, Rajkot (Gujarat)-360005 India.

3.1.2 – Hereinafter referred to as “GiftedToAll,” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its successors and assigns.

3.1.3 – Remaining legal details of the FIRST PART are:

* Name of the Company:	GiftedToAll India LTD
* Name of CEO/Director of the Company:	NARENDRA PATEL
* GST Registration Number:	24AAFCV2642H1ZG
CIN:	U72200GJ2015PLC084791
* PAN:	AAFCV2642H
Contact Details:	Customer Care No. 99794 99798
Corporate Email ID:	info@giftedtoall.com

3.2 – The Second Entity – Digital Voucher Partner/s

3.2.1 – We shall refer the digital voucher partner comes into agreement as the second part/entity or party & parties collectively.

3.2.2 –A digital voucher (or digital gift voucher) partner could be any leading registered brand (PVT LTD Company), manufacturer, or public LTD Company owned or operating in the Indian market.

3.2.3 – The legal details of the SECOND PART are:

* Name of the Company:	
* Registered Legal Address:	
* GST Registration Number:	
TAN:	
* PAN:	
Service Location:	
Effective Date:	
Corporate ID No.:	

Contact Person:	
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4- MUTUALLY AGREED TERMS & CONDITIONS

4-A – The terms & conditions form an integral part of the Digital Voucher Partnership Agreement signed between the first entity/party [GIFTEDTOALL INDIA LTD] and the second entity/party [Name_of_Company] or entities/parties [_, _, _].

4-B – Thenby, as the second entity/party, you are agreeing to use the Digital Voucher Service of the first Party [GIFTEDTOALL INDIA LTD] & entering into the Digital Voucher Partnership Agreement and bound by the following given terms and conditions in the Agreement.

4-C – When both parties in the Agreement agree on the General Terms & Conditions mentioned herewith,it means the first entity presume that the second entity has read and accepted the given terms & conditions listed herewith.

4.1 –Opportunities & Benefits

GiftedToAll India Limited has designed a digital gift voucher concept with following marketing scopes and benefits to its Digital Voucher Partner/s:

4.1.1 – Digital Voucher Partner/s has/have to invest one-part in generation and utilization of digital vouchers. Against it, GiftedToAll will invest four-parts in the generation and utilization of digital vouchers. Thus, investment remains in a 1:4 ratio.

4.1.2 – With this, Digital Voucher Partners can use digital vouchers worth of five-times of their investment on the selling of their products on the GiftedToAll ecommerce portal.

4.1.3 – Digital Voucher Partner/s shall get the full amount of prices of their products listed on the GiftedToAll web portal, keeping their promotional investment aside.

4.1.4 – A Win-win Scenario for all stakeholders in digital voucher schemes.

- **4.1.4.a** – GiftedToAll (first-entity) seesan overall increase in traffic and sales.
- **4.1.4.b** – Digital Voucher Partner/s (second-entity)can increase their sales first due to temptation and then increased traffic, and as a result, profits.
- **4.1.4.c** – Digital Voucher beneficiaries/customers on GiftedToAll online gift shop can get the best bargaining in the form of digital vouchers they received from the brands.

4.2 –Duration of the Agreement

4.2.1 – The engagement on Digital Voucher Partnership commences from the given EFFECTIVE DATE by the second party/es.

4.2.2 – The Agreement shall remain effective unless the termination of the Agreement in accordance with the terms stated in the TERMINATION SECTION.

4.3 –Termination of Agreement

4.3.1 – Termination becomes a possibility when any of the parties is breaching any terms& conditions cited in the Agreement.

4.3.2 – Termination occurs in the case of underperformance by digital voucher partners (second Party) like not using digital vouchers facilities at all or as per defined targets for a period.

4.3.3 – Termination also takes place in the case of not issuing digital vouchers worth of the investment by digital voucher partner/s by GiftedToAll (first Party).

4.3.4 – Termination happens when digital voucher partners (second Party) sign a similar contract with another gifting ecommerce portal of the same kind/niche for the same products.

4.3.5 – Termination becomes a reality when the digital voucher partner/s (second Party) fails to supply the products listed on the GiftedToAll ecommerce website on-time and within defined quality parameters.

4.3.6 – Both parties in the Agreement have enough privileges to terminate the contract/agreement for valid reasons.

4.3.7 – Disagreement on any terms defined here, even during the tenure of the Agreement from any party, can lead to termination of the contract, and they have to follow the procedure of notice, notice period, and withdrawal.

Scope to Avert Termination of the Agreement

4.3.8 – In the case of any breach from any side, there is a SCOPE OF RENEGOTIATION WITHIN A PERIOD setup/decided mutually by both parties. For example, here within a fortnight after issuing the notice of termination from any side/party.

4.3.9– The termination REQUIRES A WRITTEN NOTICE prior to a period of fortnight/15 days.

Effect of Termination of the Agreement

4.3.10– During the notice period for the termination and then after, all processes for issuing gift vouchers, refunds, and reimbursement will be ceased by GiftedToAll online business.

4.3.11– Only approved and issued gift vouchers will be allowed for shopping up to their validity period only by GiftedToAll ecommerce.

4.3.12 –As the CONSEQUENCE OF THE TERMINATION on behalf or fault of digital voucher partners, they shall not remain liable to get back their advances/deposits from GiftedToAll India Ltd, given to generate digital gift vouchers.

4.4 – Taxes, Fees, & Charges

4.4.1 – GiftedToAll will bear investment in technology to create, run, market, and maintain the ecommerce platform and allied services thereafter.

4.4.2 – The taxes defined by laws of lands, including States, Central Governments, and local authorities on the manufacturing of products, will remain the subject of digital voucher partners. It is because the Agreement is on a digital voucher and its redeeming only.

4.4.3 – Product delivery charges will remain the subject of customers who are buying products from GiftedToAll.

4.5 – Payments

GIFTEDTOALL EXPECTS ADVANCE PAYMENTS FOR THE DIGITAL VOUCHERS PROVIDED BY THE WEB PORTAL FROM ITS DIGITAL VOUCHER PARTNERS BEFORE ENTERING INTO THE AGREEMENT LEGALLY.

4.6 – Areas of Our Jurisdiction

4.6.1 – The laws of India shall govern the Agreement, and the parties hereby submit to the exclusive jurisdiction of the Indian courts in (Address mentioned above) Rajkot (Gujarat)-360005 India.

4.6.2 – ARBITRATION: Both Parties agree that any dispute or difference arising out of or in connection with this Agreement between both Parties shall be submitted to arbitration. If the same is not resolved amicably between the Parties within 15 days of the dispute or difference being notified to both the Parties.

4.6.3 – ARBITRATION PROCEDURE: The arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators. Each Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third presiding arbitrator. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996.

4.7 – Miscellaneous

4.7.1 – The content and required legal details of the Digital Voucher partner agreement are published online on the gift portal, just to acknowledge the concerned parties.

4.7.2 – the Digital Voucher Partners have to download the legally valid copy of the same form, as it is available in the PDF format to allow the printing and submission after signing the Agreement.

4.7.3 – As per the design of the Digital Voucher Partner agreement on the GiftedToAll web portal, sales partners (the other party/es) have to sign up first the agreement form and send it to GiftedToAll India Limited Company to sign it as the first Party.

4.7.4 – GiftedToAll will check and approve the legal Agreement after necessary changes if required any.

4.7.5 – The execution of the Agreement will take place only after the confirmation by the GiftedToAll party in the form of a confirmed copy send to the second Party-the Digital Voucher partners.

4.7.6 – We offer Multi-wallet Facilities to make payments easy for our sales partner. So, digital voucher partners also are abode by T&C of 3rd party service providers, including payment gateways.

4.7.7 – We expect strict adherence to the confidentiality of the information provided here. It includes personal and business details, as well as plans or business concepts/ideas or trade secrets we placed here, are also a matter of confidentiality. Any leakage from any side shall consider a legal offense.

4.7.8 – The headings & sub-headings in this Agreement are for reference purposes only. So, it may not affect the meaning or construction of the terms of this Agreement.

4.7.9 – The Agreement is non-transferable unless the death of any person involved in it. In such cases, it automatically transferred to the legal heirs of the parties in the Agreement.

5 – LIABILITIES

5.1 - Liabilities of GiftedToAll INDIA LTD

5.1.1 – INVESTMENT ON TECHNOLOGY PLATFORM: GiftedToAll has to invest in the creation of a technology platform to make the online accessibility of the services and availability to a vast audience using the latest web and mobile technologies in the market.

5.1.2 – CUSTOMER GRIEVANCES: It shall remain the subject of both parties: GiftedToAll INDIA LTD & Digital Gift Voucher Partner/s in their respective levels to address disputes and complaints arising on the followings, not other than those:

- **5.1.2a** – The quality of products sold on the portal shall remain the subject of digital partner at manufacturing/supplying levels. However, GiftedToAll should assure the quality parameters agreed by both parties for each category or kind of product/s when the order is ready for packing & shipment.
- **5.1.2b** – Delivery/shipment of the products service remains the responsibility of GiftedToAll INDIA LTD for quality, packing, shipment insurance, and within the promised period of delivery in the invoice.
- **5.1.2c** – After-sales services remain the subject of both parties, and liabilities go to mutual understandings.
- **5.1.2d** – The manufacturing defects detected at/after delivery are the responsibility of the product manufacturer; hence, digital voucher partner brands/companies.
- **5.1.2e** – The responsibility of breakages/damages during shipment shall remain the subject of GiftedToAll, and it can bear by itself or set liabilities to shipment partners and look for provisions to claim shipment insurance companies.
- **5.1.2f** – The responsibilities of returns, refunds, and replacements will remain the subject of GiftedToAll.

5.1.3 – CONTENT DEVELOPMENT & DISPLAY/PUBLISHING: GiftedToAll will use the information provided by the Digital Voucher Partners to develop the content for print and online media. Of course, the content will not copy directly from the websites of our digital voucher partners. It means our content remains unique and liable to copyright and intellectual property infringement claims.

5.1.4 – CONTENT USAGE & REDISTRIBUTION: The content developed by GiftedToAll are subject to corresponding licenses and redistribution rights, and mainly will use for the following purposes:

- **5.1.4a** – Displaying on the web portal.
- **5.1.4b** – Distributing on social media and other platforms use in internet marketing campaigns.

5.1.5 – PRICING POLICIES: Any increase or decrease in the investment parts/percentage of Gift Voucher shall remain the subject of both parties and shall base on the mutual Agreement committed before entering into the digital voucher partnership agreement.

5.2 - Liabilities of Digital Gift Voucher Partner/s

5.2.1 – LOGO DISPLAY: The second entity/ party abides by displaying the logo of the first Party – GiftedToAll, in all promotional materials, including online and print.

5.2.2 – INFORMATION UPDATES: The Digital Voucher Partners have to inform us (GiftedToAll) regarding the promotional activities they carry time-to-time at their ends vial proper channels like email and keep us updated in due course.

5.2.3 – SERVICE ACCEPTANCE: GiftedToAll assumes that the Digital VoucherPartners accept the terms of services whenever the e-voucher generated and delivered to beneficiaries like shoppers on the web portal as well as the sales partners.

5.2.4 – MODIFICATION & CANCELLATIONS: The amendments and cancellation of the Agreement are subject to updated policies.

5.2.5 – VALUE OF GIFT VOUCHER: As per the mutually agreed investment in generation & utilization of digital vouchers by both parties involved in the agreements.

5.2.6 – VOUCHER BALANCE: The voucher balance remains intact in the account of digital gift voucher partner/s up to mutually decided expiry date, andit used to label on the digital voucher.

5.2.7 – GIFT ON BULK BUYING: it is a one-time gift, so vouchers will not remain valid once it redeemed utterly. In other words, the gift does not apply to further/bulk buying.

5.2.8 – GIFT VOUCHER TRADING: The Agreement prohibits the trading of Gift Vouchers at all.

5.2.9 – MISUSE OF GIFT VOUCHER: Once the gift voucher generated and issued, GiftedToAll never remains liable to its misuse/discard, as it hands over to 3rd party users/customers.

5.2.10 – GIFT VOUCHER VALIDITY: The gift voucher remains valid as per the period agreed on by both parties in the Agreement. We usually offer at least one-year validity for e-vouchers.

5.2.11 – SHIPPING CHARGES: The beneficiaries/customers are liable to pay shipping charges defined by GiftedToAll.

5.2.12 – REDEEMING OF GIFT VOUCHER: Redeeming of Gift Voucher must meet its pure/original intent. The original intent here is to offer a unique incentive on buying products provided by the digital partners. Therefore, redeeming Gift Vouchers in cash or other forms is not a possibility except purchase gifts from the GiftedToAll website/ecommerce portal.

5.2.13 – DISASTER MANAGEMENT: In the case of natural disasters like storms, floods, and epidemic (Like COVID-19), most of business terms and conditions can get changes accordingly. We may try to display the same on the site as well as notify our esteemed digital gift voucher partners.

Hitherto each Party agrees that it has carefullyreviewed the terms and conditions of the Agreement and understood the terms as well as their interpretations.

Moreover, both parties voluntarily agree to accept eachor every provision of the Agreement they entered by signing in the presence of the valid witnesses, on a given date and time with authenticated stamps.

Signed by GiftedToAll India LTD	Signed by Digital Voucher Partner
1. First 2. Second	1. First 2. Second
Signature of Witnesses	Signature of Witnesses
Authenticated Stamp with signature	Authenticated Stamp with signature
Place, Date, & Time.	Place, Date, & Time.