

ADDITIONAL SELLER TERMS

These Additional Seller Terms form a part of and are incorporated into the provisions of Razzall's General Terms of Use, as though they were set forth again in that document. All capitalized terms not otherwise defined in these Additional Seller Terms will have the meanings given to them in the General Terms of Use.

General Requirements

These Additional Seller Terms contain the conditions upon which Sellers may utilize the Website and Services to sell any Item by creating a Razz or Razzes and having Purchasers contribute to the purchase price of an Item listed on a "Razz" or "Razzes" or buying the Item through the Buy it Now option. By accepting the Agreement and using the Website or Services as a Seller, You acknowledge that all of Your Item sales are made in accordance with the strict conditions contained herein. You understand that the Agreement, including these Additional Seller Terms, binds You as a Seller.

The following are the agreed upon terms and conditions for the purchase and sale of every Item listed for purchase and purchased through a Razz or through utilization of the Buy it Now option. You acknowledge that Your use of the Website and Services binds You to these Additional Seller Terms and any sale or transaction completed is in strict accordance with these Additional Seller Terms and the General Terms of Use. You also acknowledge and accept these Terms as forming, shaping and governing the relationship between You and all Purchasers who participate in any of Your transactions or Razzes.

Participating in a Sale:

- a) You, as the Seller, are responsible for marketing the Item listed for sale which will include, but is not limited to, providing an Item description, displaying photographs of the Item or Items, setting the Buy it Now price in U.S. Dollars, Selecting the number of Razz Spots and setting the U.S. Dollar price for each Razz Spot, selecting the start date and time ("**Start Time**") and end date and time ("**End Time**") for the Razz during which time Purchasers may continue to purchase Razz Spots or utilize the Buy it Now option to purchase the Item. You may also choose to purchase "Boosts" from Razzall, which may increase visibility of Your Razz on the Website. The purchase of "Boosts" must be paid for by you at the time of purchase are all such purchases are non-refundable.
- b) You are solely responsible for the accuracy and content of the listing for the Item offered for sale.
- c) We may offer catalogues including, for example, product images, descriptions and specifications that are provided by third parties (including Razzall Users). You may use

catalogue content solely in Your Razz listings. The permission to use catalogue content is subject to modification or revocation at any time at Razzall's sole discretion.

- d) When selling or listing an Item for sale, You warrant that You have the full legal right and capacity to sell the listed Item and warrant that the listed Item is free and clear of any liens or encumbrances, and You have obtained all consents necessary to sell and fulfill the sale and You further indemnify Razzall against any third party alleging that You do not have such rights.
- e) Razzall has the discretion to modify or delete any information posted by You as a Seller, specifically when such information or the Item for sale violates Razzall's Terms and policies.
- f) If We believe that You are breaching these Terms in any way and/or behaving suspiciously when using Razzall Websites or Services, We may, at Our discretion, in addition to any other rights or remedies We may have, cancel any Razz or Razzes You have commenced and refund all funds to participating Purchasers' Razz Wallets.
- g) Metatags and URL links that are included in a listing may be removed or altered so as to not affect third-party search engine results. A Razz listing may not appear in some search and browser results regardless of the sort order chosen by a User.
- h) Razzall reserves the right to extend, change or amend the End Time of a Razz at its sole and absolute discretion.
- i) In order to place an Item for sale on the Website, the price listed for sale for each Razz Spot or Buy it Now price is to be listed in US Dollars and should be an all-inclusive price, ("**all-inclusive price**") which must include, without limitation: any and all taxes applicable to the sale of the Item, costs, expenses and fees associated with the delivery of the product to the Selected Purchaser, adequate insurance for the Item during transit, and all other costs associated with the listing, sale and delivery of the Item. For clarity, You must list separate all-inclusive prices, in US Dollars, for each of the Buy it Now option (the "**Buy it Now Price**") and for each individual Razz Spot (the "**Razz Price**") to be offered for sale to Purchasers. You, as the Seller, are forbidden to charge any additional fees or costs to any Purchaser, other than the Razz Price or Buy it Now Price, as applicable, after Your Item has been listed for sale on the Website
- j) Razzall is entitled to a percentage of the proceeds of each Item sale made by You on the Website. If the Buy it Now option is used by a Purchaser, Razzall is entitled to a service fee equal to 10% of the Buy it Now Price. If the transaction is completed by means of a Crowd Purchase after a Razz is completed, Razzall is entitled to a service fee equal to

12% of the product of the total number of Razz Spots listed multiplied by the Razz Price charged for each. Payment of all service fees charged under the provision of these Terms is due to Razzall immediately upon completion of each Razz, but in no event later than 48 hours after the Buy it Now option has been used or the End Time occurs, whichever comes first ("**Payment Due Date**").

- k) If, for any reason, You remove or delete any listing for an Item before the Buy it Now option is used or, if not used, before the End Time, Razzall reserves the right to charge You a service fee equal to the greater of: (1) 12% of the cumulative total of Razz Spots listed for sale and multiplied by the Razz Price, or (2) 10% of the Buy it Now Price (the "**Final Value Services Fee**").
- l) You are liable for service fees arising out of all sales made by You using the Website, even if sales terms are finalized or payment is made outside of Razzall's Website. In particular, if after listing an Item on the Website, You offer or reference Your contact information or ask a Purchaser for their contact information in the context of buying or selling an Item outside of Razzall's Website, You will be liable to pay a Final Value Services Fee applicable to that Item, even if the Item doesn't sell, such fee arising as compensation to Razzall for the introduction to a Purchaser.
- m) We will notify You of changes to Our fee policy by posting such changes on the Razzall Website. We may choose to temporarily change Our fees for promotional events or new Services; these changes are effective when We announce the promotional event or new Service.
- n) You must pay all service fees and applicable sales, use, harmonized, or goods and services taxes associated with Our Services by the Payment Due Date. If Your payment method fails or Your account is past due, We may collect amounts owed by charging other payment methods on file with Us, if any, or by retaining collection agencies and legal counsel to commence a claim against You. In addition, You may be subject to late fees equal to the greater of 0.15% of the amount owing or US\$5 for each day such amount remains outstanding.
- o) Unless otherwise stated, all fees are quoted in U.S. Dollars.
- p) You must not list for sale any illegal, immoral, dangerous or sensitive Items, as determined by the laws of Canada or the United States of America, or as Razzall may reasonably determine in Our own discretion based on Our internal policies or input from other Users.

- q) In the event You violate any of the Terms, including the Terms set out in these Additional Seller Terms, Razzall reserves the right to cancel Your account, cancel or modify any Razz listing You created, restrict Your access to Services, charge You for any and all losses, expenses, damages or claims resulting from such violation and report You to legal or governmental authorities where appropriate.

Completion of Purchase and Sale

- a) Once a random Razz Spot is selected and the Selected Purchaser for the Item is identified, or if a Purchaser has purchased the Item through the Buy it Now option, Razzall will notify the Seller, the Selected Purchaser and all of the other participating Purchasers (as a courtesy) of the completion of the sale of the Item, and the Selected Purchaser's shipping address and details will be provided to the Seller for shipment of the Item purchased in the Razz.
- b) Once the transaction has been finalized, in that once a Purchaser has purchased the Item through a successful Crowd Purchase or through using the Buy it Now option, You as the Seller are responsible for delivering the Item to the Selected Purchaser at no additional cost.
- c) You must wait 48 hours after the completion of the sale of the Item to ship the Item to the Selected Purchaser, so that the Selected Purchaser has an opportunity to update the shipping address and details. Once 48 hours have passed, it is Your obligation to ship the Item to the Selected Purchaser. Unless disclosed as a "pre-sale" Item in the Razz details You post, in which case delivery dates and times are to be clearly shown, shipments of Items must occur within 120 hours of the completion of a Razz.
- d) Once You have provided a valid and verifiable tracking number for the shipment of the Item to the Selected Purchaser, the all-inclusive price for the Item (less fees and/or other charges described in these Terms) will be transferred to Your Razz Wallet.
- e) Razzall does not have any return or refund policy with respect to the Items that You list for sale to the Purchasers on the Website. You understand and agree that Your sale of the Item will be governed by the Ontario *Sale of Goods Act*, including representations about the character, quality, quantity and fitness for purpose with respect to the Items for sale. You understand and agree that You have the option to set Your own return or refund policy at the time You list the Item for sale, so long as such policy is clearly set out in advance of the Start Time.
- f) Should You choose or be required by Razzall to accept a return or grant a refund, You understand and agree that that the Website is only the platform on which the return of the purchase price will take place. You understand and agree that should You choose or

be required by Razzall to accept a return or grant a refund, You must have the exact amount of monies in Your Razz Wallet for Razzall to transfer into the applicable Purchaser's Razz Wallet. Should You have a deficiency with respect to the funds in Your Razz Wallet, the deficient amount will be owing and payable to Razzall, together with daily administrative fees equal to the greater of 0.15% of the amount of such deficiency or US\$5 for each day such deficiency continues.

- g) Should You choose to accept a return or grant a refund, You are solely responsible for payment of all costs and expenses relating to the shipping or delivery of the Item from the applicable Purchaser back to Yourself.

Warranties and Representations

- a) In no event shall Razzall be responsible or liable for the quality or quantity of Items sold by You. For clarity, Razzall will not be liable or responsible for any matters relating to the Item, including but not limited to the merchantable quality, fitness for particular purpose, trademark clearance, or anything that could inhibit future use and enjoyment of the Listed Item in a Razz. Any and all liability arising out of deficiencies with relation to the quality, quantity or other issues regarding the Listed Item lies only with You as the Seller.