

PARTNER-SME (SELLER) TERMS — Nakakalocal Marketplace

⚠️ **DRAFT — for review by Philippine counsel. Not legal advice.** These are the terms a Partner SME accepts to sell on the Nakakalocal Marketplace. [brackets] = to confirm.

These Partner-SME Terms (“**Terms**”) govern the participation of a business (“**Seller**,” “**you**”) on the **Nakakalocal** Marketplace, operated by [**Philstar Daily, Inc. / Nakakalocal**] (the “**Operator**”), with platform and last-mile delivery provided by **BeepXtra Philippines, Inc. (“PASUYO by bXTRA”)**. By onboarding, you agree to these Terms.

1. Eligibility & onboarding

1.1 You are **DTI- or SEC-registered**, hold required permits/licences, and meet Nakakalocal’s partner criteria (Filipino, unique value, quality, ethical, sustainable, established [**3–5**] years). 1.2 You provide accurate business information, catalogue, prices, stock, and preparation lead times, and keep them current. The Operator approves Sellers and may decline or remove for cause.

2. Listings & content

2.1 Your listings must be accurate, lawful, and not misleading. You own or are licensed to use all content (names, images, descriptions) you upload, and you grant the Marketplace a non-exclusive licence to display them to operate the service. 2.2 **Prohibited:** unlawful, unsafe, counterfeit, or restricted items; anything misrepresenting origin or quality. [**Add category-specific rules — e.g. food safety / FDA where applicable.**]

3. Orders & fulfilment

3.1 You will accept and prepare confirmed orders within the agreed **prep time**, maintain accurate stock, and mark items **ready** in the Maker console so a PASUYO rider can collect. 3.2 You are responsible for correct, well-packed items. PASUYO handles last-mile delivery within NCR. 3.3 Repeated late prep, cancellations, or stockouts may affect your standing and listing (Section 9).

4. Pricing, fees & payouts

4.1 **You set your own prices.** Customers pay a separate **delivery fee** (collected at checkout) that funds delivery — not your revenue. 4.2 The Operator may charge you [**a seller commission / membership — to confirm, set by the Operator**]. **PASUYO/bXTRA does not take a percentage of your sales.** 4.3 **Payouts:** your order proceeds (item value less any Operator commission) are settled [**weekly, within 3 business days of cycle close**] to your nominated account. 4.4 **Taxes:** you are responsible for your own BIR registration, receipts/invoices, and taxes on your sales.

5. Product safety, compliance & customer issues

5.1 You warrant your products are safe, lawfully sold, and accurately described, with required permits/labels. 5.2 You will cooperate with the marketplace **returns/refunds/complaints** policy [**Annex**] and respond to customer issues regarding your items promptly.

6. Data & privacy

6.1 You will handle any Customer Personal Data you receive **only** to fulfil the order, protect it, and comply with the **Data Privacy Act (RA 10173)**. 6.2 You will not contact customers for unrelated marketing or divert them off-platform.

7. Conduct

No fraud, fake orders, review manipulation, IP infringement, off-platform diversion of marketplace customers, or circumvention of the delivery service.

8. Brand

The Operator/Marketplace may display your brand and listings to promote your products (including editorial “shop the story” features). You may state you are a **Nakakalocal partner SME** per the Operator’s brand guidelines; you may not imply endorsement beyond that.

9. Performance, suspension & removal

The Operator/Marketplace may suspend or remove a listing or Seller for breach of these Terms, safety or fraud concerns, or persistent poor performance, with notice where practicable.

10. Liability & indemnity

10.1 You are solely responsible for your products and their compliance. 10.2 You will indemnify the Operator and bXTRA against third-party claims arising from your products, content, or breach of these Terms. 10.3 To the extent permitted by law, the Operator's and bXTRA's liability to you is limited to [●].

11. Term & termination

Either party may end your participation on **[15] days'** notice (immediately for cause). On exit, open orders are completed or refunded, and pending payouts are settled per Section 4.

12. Changes & governing law

The Operator may update these Terms on reasonable notice; continued selling means acceptance. These Terms are governed by the laws of the **Republic of the Philippines**.

Accepted by the Seller: Business [] · Authorised person [] · Date []