

GENERAL TERMS AND CONDITIONS

Last updated May 03, 2024

These General Terms and Conditions (“General Terms and Conditions”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Cnerzy Inc., a Delaware corporation having offices at 221 N BROAD ST, SUITE 3A MIDDLETOWN DE 19709 (“CNERZY”, "Company", “we”, “us”, or “our”), concerning your access to and use of the www.cnerzy.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”) and any vendor product or service.

1. Use

- (i) By accessing or using the “Site”, clicking on the “agree and continue” button, uploading any information, by signing this agreement, or by completing customer application or supplier application, you represent that you have read, understood and agreed to be bound by the General Terms and Conditions.
- (ii) You further represent that you are of legal age to form a binding contract with us, and that you are duly authorised to enter into this agreement personally or on behalf of the company/ entity you have named as the user, and to bind yourself/ your company/ your entity to these terms. If you do not agree to be bound by the General Terms and Conditions, any policy or any agreement executed by you and us, you may not use the site or obtain services from us.
- (iii) You are also bound by our Privacy Policy (accessible here <https://cnerzy.com/assets/privacy-policy/privacy-policy.pdf>), and any additional terms and conditions that are referenced herein or that otherwise may apply to specific sections of the Site, or to products and services that we make available to you through the Site (all of which are deemed part of these General Terms and Conditions). Accessing the Site, in any manner, whether automated or otherwise constitutes use of the Site and your agreement to be

bound by these General Terms and Conditions. We also have certain documents available on the Site that you may want to review and they can be found at the links below:

- **Data Processing Agreement**
- **Customer Service Agreement**
- **Non-disclosure Non- compete Agreements**
- **Supplier's terms of use and service**
- **Supplier Agreement**
- **Payment terms**
- **Privacy Policy available at <https://cnerzy.com/assets/privacy-policy/privacy-policy.pdf>**

- (iv) Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these General Terms and Conditions at any time and for any reason. We may alert you about any changes by updating the "Last updated" date of these General Terms and Conditions. Please ensure that you stay updated by visiting the General Terms and Conditions at their last updated page whenever you use our Site. You agree to be subject to, and are deemed to have become/ been made aware of and to have accepted, the changes in any revised General Terms and Conditions by your continued use of the Site after the date such revised General Terms and Conditions are posted. You agree to waive any right to receive specific notice of each/ any such change.
- (v) The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, persons who access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws at such jurisdictions.

- (vi) If you do not agree with our policies or practices or General Terms and Conditions, please do not use our Services or Site. In case of any questions or concerns, please contact us at info@cnerzy.com
- (vii) We aim to connect the demand and supply in the market, acquire customers and establish credibility. We act as a program manager between the customer and supplier to ensure smooth transaction flow and hand holding to establish credibility. For the purpose of clarity please note that our website and Services are designed for businesses and thus, “**You**” means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- (viii) We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms of Use or who, in our sole judgment, interferes with the ability of others to enjoy our Site or infringes the rights of others.
- (ix) You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.
- (x) You acknowledge and agree that we, regardless of the device or form factor chosen, are not responsible for your software or browser compatibility and functionality, hardware, and/or network connections with the Site, or for your resulting access to, availability of, use of, and timing, receipt and accuracy of information transmitted to or received from the Site and/or its features.

2. Community Usage

This Site may include a variety of features, such as discussion forums, blogs, photo- and video-sharing pages, e-mail services and social networking features that allow feedback

to us and allow users to interact with each other on the Site and post content and materials for display on the Site. This Site also may include other features, such as personalized home pages and e-mail services, that allow users to communicate with third parties. As a user of the Site and/or Services, you, inter-alia agree not to:

- (i) Systematically retrieve data or other content from the Site/ Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- (ii) Make any unauthorized use of the Site/ Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- (iii) Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the content contained therein.
- (iv) Engage in unauthorized framing of or linking to the Site.
- (v) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- (vi) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- (vii) Attempt to impersonate another user or person or use the username of another user.
- (viii) Use any information obtained from the Services in order to harass, abuse, or harm another person.

- (ix) Use the Site as part of any effort to compete with us.
- (x) Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- (xi) Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- (xii) Copy or adapt the Site software, including but not limited to HTML, JavaScript, or other code.
- (xiii) Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- (xiv) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- (xv) Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site.
- (xvi) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- (xvii) Use the Services in a manner inconsistent with any applicable laws or regulations.

3. Age Requirement

- (i) Our Website and Services do not address anyone under the age of 18 years. We do not knowingly collect personal information from children under the age of 18. If we receive personal information that we discover or are informed was provided by a child under the age of 18, we will promptly destroy such information. Specifically, our Services do not address anyone under the age of 13. (Our Privacy Policy can be accessed here <https://cnerzy.com/assets/privacy-policy/privacy-policy.pdf>).
- (ii) In order to utilise our Site and Services, you may need to submit material, photos or information to us. If you are a resident of a state, province or country that imposes additional or different age requirements for disclosure of personally identifiable information, by submitting photos, material/ information you hereby represent that your use of the site, the provision of your personally identifiable information to us, and our use of such personally identifiable information as stated in our Privacy Policy which can be accessed here <https://cnerzy.com/assets/privacy-policy/privacy-policy.pdf> , does not violate the applicable laws or regulations of such state, province or country.
- (iii) You agree that your submission of any material or information complies with our Privacy Policy which can be accessed here <https://cnerzy.com/assets/privacy-policy/privacy-policy.pdf> , does not violate the applicable laws or regulations of such state, province or country.

4. Registering with us

- (i) You may be required to register for an account (“Account”) to use our Services on the Site and to agree to a Service Agreement which can be (the “Services Agreement”) and whose terms and conditions will govern Services. You may also be required to agree to a non- disclosure/ confidentiality agreement .

- (ii) You understand that through your use of this Site as well as any Services that you consent to the collection and use of information (as set forth in the applicable Privacy Policy accessed here <https://cnerzy.com/assets/privacy-policy/privacy-policy.pdf>), including the transfer of this information for storage, processing, and use by us (including our affiliates). In the event of a conflict between these General Terms and Conditions and any term or condition contained in the Services Agreement, the Services Agreement will be control. You are also subject to our Privacy Policy which can be accessed here <https://cnerzy.com/assets/privacy-policy/privacy-policy.pdf>
- (iii) By creating an Account, you agree to (a) provide true, accurate, current and complete information about you as prompted and (b) maintain and promptly update your information to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone. Further, the Services are offered only for your use, and not for the use or benefit of any third party.
- (iv) You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are responsible for maintaining the confidentiality of your Service password and Account, You should never publish, distribute or post login information for your Account. We will not be liable for any loss or damage from your failure to maintain the security of your Account and password. We reserve the right to refuse service to or terminate service of anyone at any time without notice for any reason. You shall have the ability to delete your Account through a request made to one of our employees or affiliates.
- (v) You agree to notify us immediately of any unauthorized use of your password or any other breach of security and also to exit from your Account at the end of each session. In case you provide any information that is false, inaccurate,

not current or incomplete, we reserve the right to suspend or terminate your Account and refuse any and all current or future use of the Site and Services. In a situation where we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your Account and refuse any and all current or future use of the Site and Services without notice.

- (vi) In addition to the above, you may be required to submit your industry and technical information and be required to comply with other legal requirements. Further, by submitting your onboarding request to us for publication on the Site/ our marketplace you represent and warrant that you have the authority to bind yourself to these General Terms and Conditions and to agree to bind yourself/ entity on whose behalf you are operating to these General Terms and Conditions.
- (vii) In order to participate in our Site and in our marketplace, Supplier/Vendor must submit a request in the form required by us which we may update from time to time in our sole discretion. If we approve the You for inclusion on the Site, we may publish your particulars and offering on the Site, subject to these General Terms and Conditions and any other agreements that you may be required to enter into with us. We reserve the right to reject your application for any or no reason. You are solely responsible for ensuring that the information associated with your application is accurate and up to date at all times. You shall adhere to any other terms and conditions that that may be applicable to you and any other codes of conduct/ policy/ agreements etc. which in our discretion would be applicable to you.
- (viii) We reserve the right to determine the manner in which your request or offering or information is presented and promoted by us. During the term of these General Terms and Conditions, you grant us a limited, nonexclusive, worldwide, royalty-free, fully paid-up right and license under all of your

intellectual property rights in and to the listing information and offerings to use, reproduce, translate into any language, and display the listing information and offerings on the Site. We shall not be obligated to post, maintain, ensure the accuracy of or otherwise manage or handle the listing information or offerings.

- (ix) Nothing in these General Terms and Conditions shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. No party is authorized to act as agent for the other party hereunder except as expressly stated in these General Terms and Conditions.

5. Facilitation

- (i) After registration and onboarding with us, if you submit your requirement to us, the same may include: (i) Type of Products/Services Needed; (ii) Expected Order Volume; (iii) Frequency of Orders; (iv) Quality Standards/Specifications; (v) Payment Terms; (vi) Shipping Preferences; (vii) Any Special Requirements or Instructions.
- (ii) We, upon accepting your requirement will provide you the necessary assistance by finding a suitable third party Supplier/ Supplier(s) or Service Provider/ Service Provider(s)/ Vendor/ Vendor(s) and connecting you with them.
- (iii) We, in our sole and absolute discretion may accept or reject any specifications or request(s). Any Product that requires special equipment or any special service is not a part of these General Terms and Conditions and for which you require assistance, you are requested to contact us separately at info@cnerzy.com Specifications included with your Request must be accurate and complete and you shall be fully and solely responsible for their accuracy and completeness.

- (iv) Please note that product specification, product description, drawings or models related to your product, the desired quantity of required, timelines for delivery along with any other special instructions that may affect price, lead times, regulatory matters and delivery may be also required to be submitted.
- (v) Upon receipt of your request and approval thereof, we shall utilize our relationship with third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s)/ Vendor/ Vendors who may or may not be listed with us for sourcing your requirement and for this purpose we may obtain information from such third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s)/ Vendor/ Vendor(s) and will assist you by providing access to such competitively obtained pricing or other information from the third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s)/ Vendor/ Vendor(s), and will facilitate an intended collaboration between yourself and the third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s) / Vendor/ Vendor(s) chosen by you. You agree not to independently engage with the said Supplier/ Supplier(s)/ Service Provider/ service Provider(s) or solicit similar pricing information from the third party Supplier/ Supplier(s)/ Service Provider/ service Provider(s) including the third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s) / Vendor/ Vendor(s) chosen by you for a period of five (5) years following the effectiveness of this agreement, without our express written permission. You shall be required to enter into specific confidential or non- disclosure agreements and/ or non-compete agreements with us in this regard
- (vi) Once you choose the most suitable third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s)/ Vendor/ Vendor(s) for your requirement (“your chosen third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s)/ Vendor/ Vendor(s)”), we shall connect you with them. We shall only act as a service provider and facilitator and shall not be responsible in case of any disagreement between you and your chosen third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s)/ Vendor/ Vendor(s) at a

later stage owing to any unforeseen issues including those pertaining to pricing and / or specification(s) or delivery timelines or quality or otherwise. You are solely responsible for your choice and also for ensuring that the specifications and the other information in the request and other information you submit in your request is accurate and complete. Once we facilitate your collaboration and connect you with your chosen third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s) / Vendor/ Vendor(s), We shall have no further role to play in your collaboration apart from processing or storing any documents or data which may be required for fulfilling the delivery times/ any decided project milestones and may be required for enabling the successful fulfilment of your requirement. We shall assist you in a limited role which may be necessary for any meaningful collaboration between you and your chosen third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s)/ Vendor/ Vendor(s). **YOU MAY NOT AMEND OR MODIFY THE SPECIFICATIONS AFTER YOU HAVE PLACED YOUR ORDER OR ACCEPTED THE QUOTE.**

- (vii) In Furtherance of Us facilitating your collaboration and connection with your chosen third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s)/ Vendor/ Vendor(s), You may be required to enter into agreements (in whatever form) with them. Such agreements shall be between Yourself and your chosen third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s)/ Vendor/ Vendor(s). We will neither be a party to these agreements nor will the agreements create any obligations or responsibilities of any kind for Us. Your chosen third party Supplier/ Supplier(s)/ Service Provider/ Service Provider(s)/ Vendor/ Vendor(s) shall be solely responsible for providing You with all necessary support services, maintenance and other services in connection with the your requirement/ product/ offering and for ensuring that any options for support services and maintenance services that are required and agreed between them and You remain available for You/ Your use. If you are the chosen third party Supplier/ Supplier(s)/ Service

Provider/ Service Provider(s)/ Vendor/ Vendor(s) then you shall be solely responsible for providing the user with all necessary support services, maintenance and other services in connection with their requirement at all times. You expressly agree to release us from any responsibility in case of any dispute between you and the other party.

6. Use of the Site

- (i) Copyright and all other proprietary rights in the content of the Website, Site and the Services (including but not limited to software, audio, video, text and photographs and excluding all User Generated Content) rests with us or our licensors. All rights in the content not expressly granted herein are reserved.
- (ii) Except as otherwise provided, the content published on this Site may be reproduced or distributed in unmodified form for personal, non-commercial use or internal business use only, provided that it is attributed to us. Any other use of the content, including without limitation distribution, reproduction, modification, display or transmission without our prior written consent is unlicensed by us. You accept and agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from our service(s). Our rights include rights to (i) the Service developed and provided by us; and (ii) all software associated with the Service. All copyright and other proprietary notices shall be retained on all reproductions.
- (iii) You are free to establish a hypertext link to our Site so long as the link does not state or imply any sponsorship, endorsement, affiliation or other connection of your website, product or service by us. However, you may not, without our prior written permission, frame or inline link or deep link any of the content of our Site, or incorporate into another website or other service any of our material, Content or intellectual property.
- (iv) This Site may contain links to other websites that are not under our control. We shall not be responsible in any way for the content of such other websites.

We provide such links only as a convenience to you, and the inclusion of any link to any such websites does not imply endorsement by us to the/ of the content of such websites. The Site may contain news, advertisements, content and information published by third-party providers. Use of any such third-party content may be conditioned upon such third party's terms and conditions. We are in no way responsible for protecting you, your device, and your systems from worms, viruses, Trojan horses and any other harmful content and it shall be your sole responsibility.

- (v) Since we are a web- based service, we might be subject to temporary downtime. From time to time, we may also update our Site, which will result in the Site not being available for a certain period of time. We will endeavor to ensure that the Site operates reliably and consistently, but we do not warrant that the Site will always operate uninterrupted without any faults. We do not guarantee that any content will be made available on the Site or through the Services.
- (vi) We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any content (including without limitation any products) in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if we are concerned that you may have violated these General Terms and Conditions), or for no reason at all and (ii) to remove or block any content (including without limitation any products) from the Services. We are not responsible for any losses suffered by you as a result of any interruption of the Site, or by the suspension of your access to the Site.

7. Your Representations

A. By using the Site or the offerings on the website, you represent and warrant that:

- (i) all registration information you submit will be true, accurate, current, and complete.

- (ii) You will maintain the accuracy of such information and promptly update such registration information as necessary;
- (iii) You have the legal capacity and you agree to comply with these Terms of Use;
- (iv) You are not under the age of 13;
- (v) You will not access the Site or offerings/ products/ services on the Site through artificial or automated or non-human means, whether through a bot, script or otherwise;
- (vi) You will not use the Site for any illegal or unauthorized purpose; and
- (vii) Your use of the Site or offerings/ products/ services will not violate any applicable law or regulation.
- (viii) You shall not use the Site or services/ products/ offerings for any illegal or unauthorized purpose and shall not violate any law(s) by such use.

B. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

C. You shall not make any unlawful postings on the Site including but not limited to: intoxicants of any sort; illegal drugs or other illegal products; alcoholic beverages; games of chance; and pornography or graphic adult content, images, or other adult products. Such postings of any unauthorized products or content may result in immediate termination of your account and a lifetime ban from use of the Site. Further, upon onboarding as a supplier, you agree that you shall not make any representation that we have approved, recommended, or otherwise endorsed you or your offering.

D. We are a service provider and make no representations as to the safety, effectiveness, adequacy, accuracy, availability, prices, ratings, reviews, or legality of any of the information contained on the Site or the product/ Offering displayed or offered through the Site. You understand and agree that the content of the Site does not contain or constitute representations to be reasonably relied upon, and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Site's content. We do not endorse or recommend any product/ offering(s).

8. User Generated Content, submissions and/or contributions

- (i) The term User Generated Content when used in this General Terms and Conditions shall mean any content uploaded to the Site by you, including but not limited to all uploaded product designs, pictures of products, specification(s), your requirement(s), comments on the Site, specifications provided in your order for a product, as well as the fabricated product that you require and the product that you may receive according to the specifications provided by you.
- (ii) All User Generated Content should not be or contain abusive, harassing, threatening, defamatory, obscene, fraudulent, deceptive, misleading, offensive, pornographic, illegal or unlawful information or be likely to infringe or infringing on any intellectual property rights.
- (iii) Intellectual property rights means copyright, patent, registered design, design right, trademark, trade secret trade dress or any other proprietary or industrial right. We have no obligation to review the User Generated Content and can in no way be held responsible for the content of the User Generated Content. Opinions expressed in the User Generated Content are not necessarily our opinion. By submitting User Generated Content through the Services or Site, you hereby do and shall grant us a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and

otherwise fully exploit the User Generated Content in connection with the Site, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Site, the Applications or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the Website, the Applications, or the Services a non-exclusive license to access your User Generated Content through the Website, the Applications or the Services, and share your User Generated Content on blogs and social media, provided such sharing prominently links back to the product page on our Site and is not done on a site that competes directly or indirectly with us or our Services. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Generated Content, including the right to grant additional licenses to your User Generated Content, unless otherwise agreed in writing.

- (iv) You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third- party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- (v) Further, by directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services, you agree to assign to us all intellectual property rights in such submission. You agree that we shall own this submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.
- (vi) Furthermore, the Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but

not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material. Any submission that is publicly posted shall also be treated as a Contribution.

- (vii) You understand that your contributions may be viewable by other users of the Services [and possibly through third-party websites. When you post contributions, you grant us a license (including use of your name, trademarks, and logos): By posting any contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your contributions, and to sublicense the licenses granted in this section. Our use and distribution may occur in any media formats and through any media channels. This license includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

- (viii) By sending us submissions and/or posting contributions through any part of the Services or making contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:
 - a) confirm that you will not post, send, publish, upload, or transmit through the Services any submission nor post any contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory,

threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;

- b) to the extent permissible by applicable law, waive any and all moral rights to any such submission and/or contribution;
 - c) warrant that any such Submissions and/or Contributions are original to you or that you have the necessary rights and licenses to submit such submissions and/or contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
 - d) warrant and represent that your submissions and/or contributions do not constitute confidential information.
- (ix) You are solely responsible for your submissions and/or contributions and/or User Generated Content and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.
- (x) Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any User Generated Content/submissions/contributions at any time without notice if in our reasonable opinion we consider such User Generated Content/submissions/contributions harmful or in breach of these General Terms and Conditions. If we remove or edit any such User Generated Content/submissions/contributions, we may also suspend or disable your account and report you to the authorities.
- (xi) You acknowledge and agree that we may preserve content and materials submitted by you, and may also disclose such content and materials if required to do so by law or if, in our business judgment, such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any content or

materials submitted by you violate the rights of third parties; or (d) protect the rights, property, or personal safety of our Site, us, our affiliates, our officers, directors, employees, representatives, our licensors, other users, and/or the public.

- (xii) You agree that in making any submission or contribution, we shall not be required to compensate you for any such license or submission or contribution, that any such submission or contribution shall not be considered confidential or non-public once submitted to us, and that we are alone free to decide whether or not to post or use the submission or contribution. In the event a submission or contribution is posted or used via the Site, you acknowledge and agree that the it and its contents become publicly available and, can be used by others.

9. Ownership of Intellectual Property Rights and Limited Purpose License

- (i) Each party will retain all rights, title and interest in and to all Intellectual Property that it owns or controls prior to the effective date of these Terms, and any Intellectual Property independently developed by a party thereafter. For purposes of these Terms, “Intellectual Property” means all past, present, and future idea, design, concept, creation, invention, technique, information, data, expression, device, method, process, discovery, proprietary information, patent, copyright, trademark, trade secret, industrial right, mask work, utility model, and/or design regardless of whether protection is sought or available, that may exist or be created under the laws of any jurisdiction in the world, including, but not limited to rights associated with any works of authorship, exploitation rights, computer software and related computer code or documentation, or other proprietary rights in know-how and Confidential Information, including any modifications, derivatives, improvements, registrations, renewals, extensions, combinations, divisions, and reissues of, and applications thereto.

- (ii) As between you and us, you own all right, title, and interest in and to your specifications, including the copyrights, moral rights, trademark rights, patent rights, trade secret rights, and any other form of Intellectual Property rights recognized in any jurisdiction, including applications, continuations and registrations for any of the foregoing relating to your specifications. As between you and us, we own and retains all right, title, and interest in and to, including Intellectual Property therein to the Site, its manufacturing processes, techniques and best-known methods developed, discovered or reduced to practice by us, solely or jointly with any third party, excluding your Specifications.

- (iii) We grant to you a limited, revocable, non-exclusive license to use the Site for your personal, internal business purposes only. You may, however, from time to time, download and/or print copies of brochures and catalogs found on the Site for your use in selecting and purchasing our services, provided that you keep intact all copyright, trademark registration and other proprietary notices. Information to reproduce or distribute materials from the Site can be sought from info@cnerzy.com

- (iv) Subject to the Terms, you hereby grant to us, a non-exclusive (with a right to sublicense), royalty-free, fully paid-up, worldwide right and license to (a) use your specifications, including your Intellectual Property Rights, to disclose your specifications and Intellectual Property Rights to a third party supplier/ service provider/ vendor within the our network solely to enable such supplier to who may be suitable for a collaboration with you, and (b) grant one or more supplier within our network the right and license to use and modify your specifications and Intellectual Property Rights to perform the obligations set forth in your requirement . Please note, that in case you upload your products to the Website, you represent and warrant that it is your original creation and not copied from any third party and/or entity. You further represent and warrant that you have all rights to grant the licenses to us without infringement or violation of any third party rights, including without

limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. By uploading your product design to the Site, you grant us a non-exclusive, royalty free, worldwide, transferable, and sublicensable right and license to share your product design with a potential seller/ manufacturer for getting the manufacturing of your product in order to fulfill your order. You may also be required to enter into an agreement (in whatever form) to this effect both with the supplier/ seller as well as with us. We may also enter into appropriate agreement(s) with potential sellers/ suppliers/ vendors and will take appropriate measure to protect your design. However, we shall not be liable for any infringement and or loss that may be caused to you owing to any act/ omission by a seller or by yourself. Further, we will not be responsible for the acts, omissions, performance or lack of performance of the supplier(s)/ manufacturer(s)/ vendor(s)/ service provider(s).

- (v) You shall not remove, alter or obscure any proprietary rights notices of ours (or our licensors) including copyright trademark or service mark, trade secret, domain name, patent notice or markings or any other indicia of our (or our licensors') rights or contribution, in any manner. which may be published, posted, affixed to or contained within the technology of our seller. Except for the express limited rights set forth in these General Terms and Conditions, no right, title or interest in any our Intellectual Property is granted to you.
- (vi) These General Terms and Conditions include a narrow, limited grants of rights to content of the Site and to use and access the Site. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by us and our licensors and other third parties which may have those rights. Any unauthorized use of any part/ section/ content or the Site for any purpose is strictly prohibited and shall make you liable under the applicable law.

10. Procedure for Alleging Copyright Infringement

We shall deal with any violations of copyright in accordance with the applicable laws including the Digital Millennium Copyright Act (“DMCA”). The Privacy Policy does not protect information that We may provide to third parties at our discretion or as required by law through copies of notices referenced below.

If you are a copyright owner or an agent thereof and believe that any User Generated Content infringes upon your copyrights, you may submit a written notification to us while complying with the requirements of law to us at info@cnerzy.com

11. Payments and Billing.

- (i) **Our** services may be subject to payments now or in the future. You agree and acknowledge that any payment terms presented to you in the process of using or signing up for a such paid service are deemed part of these General Terms and Conditions. Separate agreements (in whatever form) if entered for the purpose of payment of our fee are deemed part of these General Terms and Conditions.
- (ii) To the extent that any applicable taxes, duties, or other fees apply to your use of the Site, you are responsible for all such payments. you also agree and acknowledge that you may be required to share your financial information with us and we may collect your financial information including any bank account number or credit card details.
- (iii) If you provide us with your credit card number or Bank account number while using our Site/ application or onboarding forms, or for other payments, we will treat your credit card number and /or bank account number in a secure manner. Such information shall be subject to our Privacy Policy which can be accessed here <https://cnerzy.com/assets/privacy-policy/privacy-policy.pdf> along with the Privacy Policy of your Bank/ financial institution or payment aggregator etc. as the case may be.

12. Indemnification

- (i) You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Site, services, content, or otherwise from your User Generated Content, violation of these General Terms and Conditions, or infringement by you, or any third party using your Account or identity in the Site, services, of any intellectual property or other right, claim or action, including but not limited to personal injury or property damage of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

- (ii) Further, being a Supplier/ Vendor/ Service Provider, you additionally agree to defend, indemnify, and hold harmless us, or our affiliated companies, contractors, employees, and agents harmless from any claims, losses, damages, liabilities, including legal fees and expenses, as applicable, from and against (including by paying any associated costs, losses, damages, expenses, and attorneys' fees) any and all third party claims: (i) alleging that the offering, supplier Marks, or listing information infringes or misappropriates any intellectual property right or personal right of a third party; (ii) arising from any dispute between yourself and any customer relating to the offering or your product or any other service; (iii) your actual or alleged breach of any obligations in these General Terms and Conditions; (iv) use of the Site in violation of any applicable laws or regulations; (v) for or related to any US withholding tax and penalties (if applied by the IRS) and (vi) for or related to any international, state, or local taxes and penalties

13. Limitation of Liability

- (i) In no event shall we, nor our directors, employees, agents, partners, be liable under any contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the services (i) for any loss of income, loss of profits, loss of contracts, loss of data, cost of procurement of substitute goods or services, or for any indirect, incidental, exemplary, special, punitive, compensatory or consequential loss or damage of any kind (howsoever arising) , (ii) for any bugs, viruses or the likes (regardless of the source of origination), or (iii) for any direct damages

- (ii) You expressly understand and agree that, to the maximum extent permitted by applicable law, our total liability in connection with the site, the services, your specifications, any products created from your specifications, any third party materials, and/or these General Terms and Conditions will not exceed the maximum price that you actually paid to us by you or under your name, your company's name, and/or the account associated with such specifications. Multiple claims shall not expand these limitations..

- (iii) You agree that under no circumstance will we be liable for any damage, loss or liability resulting from any product, including any product defect resulting from the manufacture of a product in accordance with the specifications. You being the releasing party expressly agree to waive of any claim that you do not know or suspect to exist in your favor at the time of executing this release and that, if known by you would materially affect the settlement with us.

- (iv) You agree that the aggregate liability of our's shall not exceed the amount that we have actually received as on the date of the first claim. Multiple claims shall not expand these limitations. The limitations set forth in this section shall apply even if a party has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy. Because we are not involved in transactions between customers and suppliers, if a dispute arises between a customer and a supplier, each participant releases

us (and our agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. In this regard you acknowledge and agree to release us even though you may have been onboarded as a customer or as a supplier with us.

14. Additional Terms and Conditions

Additional terms and/or conditions (e.g. the Services Agreement, confidentiality agreement etc.) may apply to specific areas of the Site or Site functionality, and you agree to abide by such other terms and conditions.

15. Laws and Regulations

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding: (i) use of the Site and its Content and (ii) release of information to and retrieval of information from the Site. To the extent that any applicable taxes, duties, or other fees apply to your use of the Site, you are responsible for all such payments. We reserve the right to report any wrongdoing, if and when we become aware of it, and disclose any information contained in the Site, as applicable, to any applicable government agencies, all without liability to us. Without limiting the foregoing rights, you consent and agree that we may access, preserve and disclose your account information and any submission if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary for legitimate business purposes, including without limitation, to: (i) comply with legal process; (ii) enforce the Terms of Use; (iii) respond to claims that any submission violates the rights of third parties; (iv) respond to requests for customer service; or (v) protect the rights, property or personal safety of Ours, our users and members, and/or the public.

16. Force Majeure

If we, for any reason beyond our reasonable control, such as an act or threat of terrorism, war, emergency, act of God, work stoppage, or other similar event, are not able to provide perform its obligations under this Agreement, it is agreed that such non-performance shall be excused during such time period and shall not be a default of this Agreement.

17. Term and Termination

These General Terms and Conditions of Use shall remain in full force and effect while you use the Site. Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. We may terminate your use or participation in the site or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

18. Governing Law and Dispute Resolution

- (i) Any claim arising hereunder shall be construed in accordance with the substantive and procedural laws of the state of Delaware, United States of America.

(ii) Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these General Terms and Conditions (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party

(iii) In the event of any controversy and upon failure of Informal Negotiations, claim, action or dispute arising out of or related to these General Terms and Conditions ("Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Both you and us agree that this dispute resolution procedure is a condition precedent that must be satisfied prior to initiating any arbitration or filing any claim against the other party. If the parties cannot resolve the Dispute, you and we agree that every dispute arising in connection with these Terms will be resolved by arbitration.

(iv) This agreement to arbitrate Disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these terms. you understand and agree that, by entering into these terms, you and we are each waiving the right to a trial by jury or to participate in a class action. Any arbitration between you and us will be settled under the applicable laws.

19. Compliance with Laws

Each party agrees to comply with all the applicable laws.

20. Severability

If any term, condition, or provision of these Terms, or portion thereof, is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in these Terms. Such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

21. Waiver

Any waiver of the provisions of these General Terms and Conditions or of a party's rights or remedies under these General Terms and Conditions must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of these General Terms and Conditions or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under these General Terms and Conditions and will not in any way affect the validity of the whole or any part of these General Terms and Conditions or prejudice such party's right to take subsequent action. Except as expressly stated in these General Terms and Conditions, no exercise or enforcement by either party of any right or remedy under these General Terms and Conditions will preclude the enforcement by such party of any other right or remedy under these General Terms and Conditions or that such party is entitled by law to enforce.

22. Disclaimer

The site and all information, content, user generated content, materials, products (including software) and services included on or otherwise made available to you through the Site on an "as is" and "as available" basis, unless otherwise specified in writing. You expressly agree that your use of the site is at your sole risk, unless

otherwise specified in writing. We make no representations or warranties of any kind, either express or implied, including, but not limited to, warranties of non-infringement, fitness for a particular purpose, or merchantability, regarding your use of the site or any information, content, services or products provided or made available herein or the availability of the site itself or the accuracy of results obtained through your use of the Site. Any software and any related documentation is provided "AS IS" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any software. You may not reproduce or redistribute any software/related documentation except in accordance with these General Terms and Conditions.

23. Miscellaneous

Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from these General Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. By offering this Site, the Services, and any information, products or other content through the Site and/or Services, we do not purport to distribute to or solicit you or any person to use the Site, Services or such information, products or other content in jurisdictions where providing such is prohibited by law. You agree to comply with all local rules regarding online conduct and acceptable materials. Specifically, you agree to comply with all applicable laws regarding the transmission of technical or other data exported from the United States or the country in which you reside. You also agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or Service or the General Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. These General Terms and Conditions, and any web pages or

other documents incorporated by reference, set forth the entire understanding and agreement between us with respect to the subject matter hereof. If you have any problems, questions, suggestions or complaints about these General Terms and Conditions or the Site, please contact us at info@cnerzy.com

24. Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the site offerings, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

25. Electronic Communications, Transactions, And Signatures

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

26. User Data

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely

responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data. You may access our privacy policy here <https://cnerzy.com/assets/privacy-policy/privacy-policy.pdf>

Notice

Where we requires that You provide an e-mail address, You are responsible for providing us with Your most current e-mail address. In the event that the last e-mail address You provided to us not valid, or for any reason is not capable of delivering to You any notices required/ permitted by these General Terms or by any other agreement, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice

27. Contact us

In order to resolve a complaint regarding the Site or the Marketplace Offerings or to receive further information regarding use of the Site or the Marketplace Offerings, please contact us at: info@cnerzy.com