

TERMS AND CONDITIONS FOR USING THE VENDO ECOMMERCE PLATFORM & AND OTHER RELATED SERVICES

version from June 27, 2023

These Regulations define the general terms and conditions of use of the Vendo eCommerce Platform provided in the SaaS model by Vendo. These Regulations also define the general terms and conditions of using the functionalities offered by Vendo other than the Vendo eCommerce Platform.

1. GENERAL PROVISIONS

- 1.1. Vendo created an internet platform (the Vendo eCommerce Platform) to which it has all rights, in particular copyrights. Vendo intends to provide the Services in the SaaS model to the Vendo Community Members who conclude an agreement with it by accepting these Regulations when completing the Sign Up. Vendo is the developer of the Software and holds all copyrights to it. The Regulations define the rules for the provisioning by Vendo of the Services to make them available to the Vendo Community Members– from the Effective Date – computer software for running an online store.
- 1.2. In addition to the Vendo eCommerce Platform referred to in point 1.1. above and possibly the Supplemental Services, Vendo also offers the Vendo Community Members services regarding the Matchmaking, the Promoting, the Vendo Forum and the Vendo Updates, together referred to as Services.
- 1.3. The use of the Services is conditional on the Vendo Community Member accepting the terms of these Regulations and respecting both the Regulations and the Relevant Laws. Expressing consent to comply with these Regulations when completing the Sign Up is tantamount to full acceptance of the Regulations.
- 1.4. Vendo Community Members are using the Services for profit and so are not considered to be consumers within the meaning of the Relevant Laws which means any individuals who enter into a transaction primarily for personal, family, or household purposes
- 1.5. These Regulations apply to and are addressed only to the Customers and the Creators from the United States of America. The territorial limitation referred to in the previous sentence does not apply to the Vendors who may also be from outside the United States. Moreover, the Customers and the Creators are obliged to use Services, especially Vendo eCommerce Platform, only to offer services and products that may legally be sold and shipped in all U.S. states. The Customer will not provide any services and products to End Users outside the United States of America.
- 1.6. The Regulations are made available to Customers free of charge via the Website in a form that allows them to be downloaded, saved, and printed. The Regulations can be downloaded here <https://getvendo.com/>

2. DEFINITIONS AND INTERPRETATION

- 2.1. Unless the context otherwise requires, each capitalized word or phrase in this Agreement shall have the following meaning:

‘Agreement’ – an agreement between Vendo and the Vendo Community Member, the conclusion of which takes place through the Vendo Community Member’s acceptance of the Regulations and completing the Sign Up. The entire Agreement consists of the Regulations, as well as Appendixes thereto;

‘Appendix’ – means each appendix to this Agreement, which forms an integral part of it;

'Authorized Users' means employees, agents, and independent contractors of the the Vendo Community Member who are authorized by the Vendo Community Member to use the Services;

'Business Day' means a day other than a Saturday, Sunday, or public holiday in the United States when banks in the United States are open for business;

'CCPA' means the California Consumer Privacy Act of 2018;

'Confidential Information' the terms of cooperation under this Agreement together with all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which may reasonably be considered confidential by its nature, including information relating to this Agreement or the Services, information of a technical nature and/or any information relating in any manner to the business, operations, processes or affairs of the other Party, in particular (but without limitation): (a) concerning persons and entities working for or cooperating with one of the Parties as well as persons and entities that plan or planned work or cooperation with one of the Parties, regardless of the legal form of association or work; (b) information on remuneration received by persons cooperating with one of the Parties, regardless of the form of cooperation; (c) the workflows and toolset of one of the Parties and persons and entities working for or cooperating with one of the Parties; (d) completed, ongoing and planned projects of the one of the Parties; (e) financial data of one of the Parties; (f) details of contracts concluded by one of the Parties; (g) the plans and strategies of the Parties; (h) the identity of the customers and contractors of one of the Parties and any information relating to them; (i) details of this Agreement; (j) details of projects carried out by one of the Parties;

'Content' means any material or content uploaded, transferred, posted or made available or otherwise distributed by the Vendo Community Member when using the Services, including any textual, graphic, visual, or audio content;

'CPRA' means the California Privacy Rights Act of 2020;

'Customer' means an individual or entity (especially a company and entrepreneur) other than the Creator who will complete the Sign Up in order to use the Services;

'Creator' means influencer and creators (including content creators) who will complete the Sign Up in order to use the Services;

'Criminal Offence Data' means the Personal Data/the Personal Information relating to criminal convictions and offences or related security measures;

'Data Protection Arrangements' means those arrangements as identified in Appendix 1 of this Agreement;

'Data Protection Legislation' means all applicable data protection and privacy legislation in force from time to time including the CCPA, the CPRA, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act as amended, any other applicable legislation relating to the Personal Data/Personal Information and all other legislation and regulatory requirements in force from time to time which applies to the Party relating to the use of the Personal Data/Personal Information (including the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to the Party. The terms, Business, Controller, Consumer, Personal Data, Personal

Information, Processor, Process or Processing, Sell, Service Provider, shall have the meanings given to them in the Data Protection Legislation, and the Process shall be construed accordingly;

'DMCA' means the Digital Millennium Copyright Act;

'End User' means an individual consumer who accesses the Creator's or Customer's website running on Vendo;

'Fee(s)' means all amounts due to Vendo from the Vendo Community Member in connection with the performance of the Agreement (in particular for the Software and the Supplemental Services), including the Transaction Fees, the Subscription Fees and fees for Supplemental Services;

'Effective Date' means the date from which the Agreement is considered concluded and effective, which takes place through the Vendo Community Member's acceptance of the Regulations and completing the Sign Up. It is also the date from which Vendo undertakes to grant the Vendo Community Member access to the Services;

'HIPAA' means Health Insurance Portability and Accountability Act of 1996;

'Intellectual Property Rights' means all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trademarks, database rights, rights in designs, copyrights (including rights in computer software), and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having an equivalent or similar effect to any of these which may exist anywhere in the world, in each case for their full term, and together with any renewals or extensions;

'Liability(ies)' means any action, award, claim, cost (including legal costs), damage, loss, demand, expense, interest, fine, penalty, taxation or proceeding;

'Matchmaking' means a service consisting of associating the Vendo Community Members with other Vendo Community Members, mainly in the configuration: (a) the Creators with the Vendors; (b) the Customers with the Vendors and enabling them to establish business relationships, communicate with each other through the Website, and exchange experiences;

'Sign Up' means creating an account on Vendo in order to use its Services, mainly the Software or the Supplemental Services provided by Vendo. Sign up is complete by submitting a dedicated form available on the Website and accepting these Regulations. The Sign Up forms are different for the Creators, the Customers and the Vendors

'Party' means Vendo or the Vendo Community Member as appropriate;

'Parties' means Vendo and the Vendo and the Vendo Community Member jointly;

'Pre-existing Materials' means all documents, information, software, brand assets and any other materials provided by the Vendo Community Member to Vendo, which existed before the commencement of the Services;

'Vendo Updates' means services provisioned to the Vendo Community Member containing information on technical functionalities regarding the Vendo eCommerce Platform, educational materials on how to make the most of the Vendo eCommerce Platform, data-driven general eCommerce insights and recommendations, as well as suggestions on how the Vendo Community Member may improve its business outcomes;

'Promoting' means a service consisting of publicly promoting the Creator and the Vendors in such a way that information about their activities, profile, photos, bio, social media links reaches an unlimited group of recipients;

'Relevant Laws' means any statute, enactment, ordinance, order, regulation, guidance, or another similar instrument in any jurisdiction, including any jurisdiction from which the Services are provided or in which any Services are received (or both), which relate to the performance of this Agreement;

'Regulations' – these regulations for the provision of the Services by Vendo;

'SaaS' – software as a service - model provision of the Software and the Supplemental Services by Vendo;

'Sensitive Data' means the categories of Personal Data/Personal Information which are generally considered to be particularly private to be read, especially in accordance with the CCPA and the Virginia Consumer Data Protection Act, e.g. racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation;

'Service(s)' means all services provided by Vendo under this Agreement, including providing the Matchmaking, the Promoting, the Software (and functions(s) of the Software), the Supplemental Services, the Vendo Forum and the Vendo Updates.

'Software' means software, and other branded offerings made available by Vendo, including but not limited to the Vendo eCommerce Platform. ;

'Subscription Fees' means a fixed amount payable for a subscription to a plan chosen by the Creator or the Customer;

'Supplemental Services' means additional capacity, functionality, storage and/or other elements that the Vendo Community Member may procure in addition to the Software. Such Supplemental Services may be purchased by contacting Vendo. For the avoidance of doubt, the Supplemental Services are not part of the Software, but rather, are provided in addition to the Software and the Supplemental Services shall be subject to the terms and conditions of this Agreement. Additional remuneration is due for the Supplemental Services;

'Tax(es)' means all applicable federal, state, local or other governmental taxes, fees or charges now in force or enacted in the future;

'Transaction Fees' means fees related to the value of sales of the Vendor's products made by the Creator or the Customer using the Software;

'Use' means to use, load, execute, transmit and display;

'Website' means Vendo's website located at getvendo.com and all subdomains (like <https://community.getvendo.com/>), and all content, services and documentation provided on the Website;

'Vendo' means VENDO CONNECT INC Delaware corporation, with correspondence address: 3500 S DuPont Highway, Dover, County of Kent, Delaware 19901, US, entered into register under file No. 7005612;

'Vendo Community Member' means each time and accordingly the Creator or Customer or Vendor which is a party to this Agreement;

'Vendo Forum' means a service provided by Vendo in the form of access to a public forum available at <https://community.getvendo.com/home>;

'Vendo eCommerce Platform' means a SaaS dropshipping eCommerce marketplace platform that enables the Creators and the Customers (which are marketplace operators) to sell third-party inventory with orders fulfilled by the Vendors on Shopify, WooCommerce, and other platforms, or fulfilling orders manually. Among other features, this platform includes a range of tools for the Creators and the Customers (marketplace operators) and the Vendors to manage products, inventory, payments, fulfilment, shipping and business operations, and engage with existing and potential customers (the End Users);

'Vendo Personnel' means any employee of Vendo and any subcontractor, agent, or any other individual who may perform the Services on behalf of Vendo;

'Vendor' means a trader whose products are or will be made available for purchase by the End Users on the Creator's or the Customer's website.

- 2.2. Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 2.3. Words such as 'include', 'including' and 'in particular' shall not be interpreted as limiting the generality of any foregoing words.
- 2.4. If a conflict arises between the clauses of this Agreement and any of the Appendixes, the Appendix shall prevail.

3. SCOPE OF AGREEMENT – TYPES AND SCOPE OF SERVICES PROVIDED BY VENDO

- 3.1. This Agreement establishes a framework that will enable Vendo to provide the Vendo Community Members with the following Services:
 - 3.1.1. the Creators and the Vendors are entitled to use all Services available under this Agreement, i.e. the Matchmaking, the Promoting, the Software and possibly the Supplemental Services, the Vendo Forum and the Vendo Updates;
 - 3.1.2. due to the nature of the Services provided, the Customer is entitled to use all the Services offered under the Agreement, i.e. the Matchmaking, the Software and possibly the Supplemental Services, the Vendo Forum and the Vendo Updates, with the exception of the Promoting.
- 3.2. This Agreement applies only to the Services within the meaning of the definition given in point 2.1. above. Any other services provided by Vendo or other cooperation between Vendo and the Vendo Community Member (such as cooperation in the field of promoting Vendo's services and goods in the form of, for example, recording videos by the Vendo Community Member) will be subject to separate agreements, including regulations.
- 3.3. The Software is the main service provided under this Agreement. All other services, i.e. the Matchmaking, the Promoting, the Supplemental Services, the Vendo Forum and the Vendo Updates are services related to the Software and constitute their integral part, thus they cannot be provided separately without the Software.
- 3.4. The Software provided to the Vendo Community Member by Vendo includes the provision of the Software in the SaaS model, providing the Vendo Community Member with the so-called subscription license, that is, the right to use the Software.
- 3.5. The scope of the Services also includes granting the Vendo Community Member a non-exclusive, non-transferable license to use the Services, including the Software and documentation in the version current at the time of concluding

the Agreement and subsequent versions to be developed until the end of the Agreement. Vendo also hereby grants to the Vendo Community Member a non-exclusive right to permit its Authorized Users to use the Services only during the term of the Agreement solely for the Vendo Community Member's business purposes.

- 3.6. The Supplemental Services are optional and charged extra. The Supplemental Services are ordered at the request (each time by e-mail or via the contact form on the Website).
- 3.7. Depending on the type of Services provided, Vendo will use and make available a different range of data and information about the Vendo Community Member to different recipients:
 - 3.7.1. in order to provide the Promoting for the Creators and the Vendors, it might be necessary for the Creator and the Vendor to upload their photo or logo. The photo or logo, along with information in the form of the name of the Creator or the Vendor, and links to websites or social media profiles and information about the number of followers, will be made available on the Website in such a way that anyone who enters it will have access to this information. Thus, through the linked social media, contact with the Creator or the Vendor will also be possible for persons/entities not being the Vendo Community Members;
 - 3.7.2. in order to provide the Matchmaking for the Creators and the Vendors, in addition to the information indicated in point 3.6.1. above, product categories of interest of the Creator or the Vendor will be additionally displayed. Since the Matchmaking is also provided to the Customer (who, however, is not entitled to the Promoting), the Customer's logo, name and product categories of interest will be visible. However, information regarding the Vendo Community Member in connection with the Matchmaking will only be available to other Vendo Community Members who log into their account.
 - 3.7.3. in order to provide the Vendo Forum, the Vendo Community Member reactions and comments will be publicly available, also for individuals or entities who are not the Vendo Community Members;
 - 3.7.4. in order to provide other Services, i.e. the Software, the Supplemental Services and the Vendo Updates, the Vendo Community Member data will not, as a rule, be made public (including to the other the Vendo Community Members).
- 3.8. In the scope of providing the Vendo Updates, Vendo stipulates that the information presented to the Vendo Community Member is based on analyzes held by Vendo and Vendo cannot guarantee their usefulness. The Vendo Community Member should always treat Vendo Updates as suggestions and decide on their own regarding their use during their business.
- 3.9. If the Vendo Community Member decides to post a reaction or comment on the Vendo Forum, such reactions and comments fall within the definition of the Content and will be licensed as set forth in point 9.15. below except for the duration - in the case of comments, the right to use and display them by Vendo will also last after the end of the Agreement.
- 3.10. The Agreement does not cover the provision of tax advisory and legal services, financial services and accounting services.
- 3.11. The Software and the Supplemental Services are only intended to support the Vendo Community Member in self-implementation by providing auxiliary IT tools. It is the Vendo Community Member's responsibility to verify the results and outputs of the Software and the Supplemental Services activities on their own before using them in its operations.
- 3.12. Vendo may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, including the Vendo Personnel equipment and other resources used in providing those Services.

3.13. Vendo shall provide the Services to the Vendo Community Member as an independent supplier and not as an employee, worker, agent or partner of the Vendo Community Member. Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee between the Vendo Community Member and Vendo or between the Vendo Community Member and the Vendo Personnel.

4. THE FEES

- 4.1. For the provision of the Services in the form of the Matchmaking, the Promoting, the Vendo Updates and the Vendo Forum, Vendo does not receive any additional remuneration. The Services mentioned in the previous sentence are related and constitute an integral part of the services in the form of the Software, and the fee for their use is included in the fees for the Software (according to the selected plan).
- 4.2. Using by the Vendo Community Member the Services in the form of the Software is payable according to the pricing plan selected by the Vendo Community Member.
- 4.3. All Fees shall be due and payable immediately.
- 4.4. The Vendo Community Member will pay Vendo the applicable Fees without any right of set-off or deduction.
- 4.5. The Creator and the Customer (depending on the selected plan) are obliged to pay the Transaction Fees and/or the Subscription Fees. The Vendor (also depending on the selected plan) could only be obliged to pay the Transaction Fees. The Subscription Fee is not charged to the Vendor regardless of which plan it chooses.
- 4.6. Current plans with an indication of the Subscription Fee or the Transaction Fees are available on the website **in the Creator's or Customer account.**
- 4.7. Due to the fact that the Fee for the Supplemental Services is an additional fee and is not included in either the Transaction Fee or the Subscription Fee, the Vendo Community Member who decides to use the Supplemental Services will be charged an additional Fee.
- 4.8. The Vendo Community Member may be required to provide a valid payment method (and its update) that will allow Vendo to receive the relevant Fees. At the same time, the Vendo Community Member authorizes Vendo to charge a valid payment method automatically, as billed. A valid payment method indicated by the Vendo Community Member may be provided by Vendo to the payment processor whose services Vendo uses.
- 4.9. Vendo may use the services of external payment processor to collect and settle Fees. Such payment processors operate under their terms and conditions, regardless Vendo. The Vendo Community Member, especially the Creator and the Customer understands and accepts the above and is also aware that due to the policy of payment processors in case of any refund or chargeback, the payment processing fees from the original transaction may not be returned.
- 4.10. Payment processing fees from the End User's original transaction will not be returned in case of a refund due to the payment processors policy in that regard.
- 4.11. The Transaction Fee and Fee for the Supplemental Services will be charged automatically on dates determined by Vendo at its sole discretion. The Subscription Fee will be due and payable in advance at monthly or yearly intervals. For the Subscription Fee, Vendo issues invoices to the Creators and the Customer and sends them to the e-mail address provided - unless the Parties have agreed otherwise. The Creator and the Customer agrees to send invoices electronically to the e-mail address provided.
- 4.12. Vendo reserves the right to increase the Fees at its sole discretion by providing at least thirty (30) days' notice to the Vendo Community Members. At the same time, the Vendo Community Member agrees that to comply with the above notification it is sufficient to place information on the current Fees on the Website.

- 4.13. Vendo does not provide any refunds. All Fees paid or due hereunder (including prepaid amounts) are non-refundable, including without limitation if this Agreement is terminated in accordance with section 5 herein, the Force Majeure, upgrades or other works carried out by Vendo. In the event of termination of the Agreement before the expiry of the period for which it was concluded or in a situation where the Vendo Community Members has not used all the Services, especially in the form of the Software or the Supplemental Services, the Vendo Community Members shall not be entitled to demand reimbursement of remuneration for the unused Services.
- 4.14. Providing by the Vendo Community Members an invalid payment method or other difficulties that result in Vendo not obtaining the Fees due and failure to pay for the Services authorizes Vendo to refuse to start, suspend or discontinue the provision of the Services. Providing the Services may be started or restored after the Vendo Community Member has settled all Fees owed to Vendo.
- 4.15. All Fees paid and expenses reimbursed under this Agreement will be in U.S. Dollars.
- 4.16. All Fees are exclusive of Taxes. If Vendo is responsible for the payment of any Tax for the provision the Services to the Vendo Community Member, the appropriate amount of Tax will be added to the Fee so that Vendo actually receives the full amount of the Fee from the Vendo Community Member.
- 4.17. The Vendo Community Member is also obliged to:
 - 4.17.1. provide Vendo with all information and, if necessary, provide relevant documentation that may affect the determination or payment of Taxes on the Services provided;
 - 4.17.2. determining whether the Vendo Community Member is not required to pay any Tax for using the Services offered by Vendo.
- 4.18. Vendo is not responsible for any Taxes, including their determination, collection and payment, that arise from any sale of the Vendor's products on the Creator's or the Customer's website or as a result of the Vendo Community Member's use of the Services. Vendo is not a party to any contracts that are concluded by: (a) the Creator with the Vendor; (b) the Customer with the Vendor; (c) the Creator with the End User; (d) by the Customer with the End User and therefore Vendo has no obligations related to the sale of goods offered on the Creator's or the Customer's website (including tax obligations).

5. TERM AND TERMINATION - CONDITIONS FOR TERMINATING AGREEMENT

- 5.1. The Agreement commences on the Effective Date and continues until it is terminated in accordance with this section 5.
- 5.2. Each party may terminate this Agreement upon thirty (30) days' notice (termination for convenience).
- 5.3. Vendo may also, at its sole discretion and at any time, immediately terminate this Agreement if:
 - 5.3.1. it believes that the Vendo Community Member is not using the Services strictly in accordance with this Agreement, or if the Vendo Community Member using spam (sending an e-mail or any other type of unauthorized electronic message to carry out unsolicited advertising, or for any other purpose, which may give rise to a complaint by its recipients);
 - 5.3.2. the Vendo Community Member fails to make payment in accordance with this Agreement; or
 - 5.3.3. the Vendo Community Member challenges, directly or indirectly, itself or in collaboration with third parties, Vendo's trademark or trade name or its related registrations.
- 5.4. The rights of each Party to terminate the Agreement under this section 5 are in addition and without prejudice to any other right or remedy of that Party.

- 5.5. Unless otherwise stated herein, termination of this Agreement will affect and will result in termination of any Services currently provided.
- 5.6. The Vendo Community Member shall cease use of the Services from the date upon which termination will become effective.
- 5.7. The Parties shall have no further obligations or rights under this Agreement after expiry or termination except that clauses 2.2, 9.1, 9.2, 9.5, 9.6, 9.11, 9.12, 9.13, 9.15, 10.11, 12, 14, and 21 together with those other clauses and appendixes, the survival or coming into force of which is necessary for the interpretation or enforcement of this Agreement or which are expressly or by implication intended to survive expiry or termination, shall continue to have an effect.

6. THE VENDO COMMUNITY MEMBER'S OBLIGATIONS

- 6.1. The Vendo Community Member undertakes to:
 - 6.1.1. make the payments due under this Agreement in a timely manner, in accordance with the provisions of section 4;
 - 6.1.2. manage the operation of the Software and the Supplemental Services provided by Vendo for e-commerce solutions through the administrative module provided by Vendo;
 - 6.1.3. use the Software in accordance with its intended purpose and available functionalities;
 - 6.1.4. observe and ensure compliance with the provisions of the Agreement by the Authorized Users and the End Users;
 - 6.1.5. ensure that the data of the Vendo Community Member and persons representing them are up to date (including a photo/logo and e-mail address and other contact details). The Vendo Community Member is solely responsible for the lack of up-to-date data under the pain of recognizing that all notifications, including e-mails, delivered to data not updated by the Vendo Community Member, have been delivered effectively;
 - 6.1.6. provide support to the Authorized Users and the End Users, website developers, administrators and/or by any person who may have access to the Services, including the Software and any other service, as well as being liable, with exclusivity, for their acts;
 - 6.1.7. only use the Services in compliance with the market standard and the Relevant Laws;
 - 6.1.8. secure own access to devices and equipment that are used to use the Services,;
 - 6.1.9. respect the Intellectual Property Rights of Vendo or third parties;
 - 6.1.10. cooperate in good faith with Vendo in the performance of the Agreement;
 - 6.1.11. provide Vendo with all necessary explanations, information and other data at the request of Vendo.

7. RESTRICTIONS AND RESPONSIBILITIES

- 7.1. The Vendo Community Member will not, and will not permit any third party, including the Authorised Users and the End Users to:
 - 7.1.1. use the Services, especially the Software for any purpose other than its internal use;
 - 7.1.2. use the Services, especially the Software in such a manner that would enable any third party to access the Services, especially the Software;
 - 7.1.3. use the Services, especially the Software for time sharing or service bureau purposes (including without limitation, sublicensing, distributing, selling, reselling any Services, especially the Software);
 - 7.1.4. use the Services, especially the Software for any purpose other than as specifically authorized in this Agreement;

- 7.1.5. use the Services, especially the Software other than in compliance with the Relevant Laws;
- 7.1.6. use the Services, especially the Software in any manner that:
 - 7.1.6.1. is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, or libelous (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process);
 - 7.1.6.2. impersonates any person or entity, including without limitation any employee or representative of Vendo;
 - 7.1.6.3. includes content, concerning the use of Services, especially the Software which is illegal or violates the Customer's code of conduct; or
- 7.1.7. contains a virus, trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs).use the Services, especially the Software in any manner that, except to the extent permitted by the Relevant Laws, disassemble, reverse engineer, or decompile the Services, including the Software or attempt to find the underlying code of the Services or access it to:
 - 7.1.7.1. build a competitive product or service;
 - 7.1.7.2. build a product or service using similar ideas, features, functions or graphics of the Services, especially Software;
 - 7.1.7.3. copy any ideas, features, functions or graphics of the Services, especially the Software; or
 - 7.1.7.4. determine whether the Services, especially the Software are within the scope of any patent.
- 7.1.8. modify the Services (including without limitation the Software) other than as permitted by Vendo, or circumvent any security or access control measures of the Services;
- 7.1.9. use the Services (including without limitation the Software) to access any third-party computer system, network, software, or data without authorization, or to breach the security of a third-party user or system, and/or to circumvent any Vendo user authentication or security process;
- 7.1.10. use the Services (including without limitation the Software) to post or make available any Content that is illegal or pornographic.
- 7.2. Nothing in this Agreement shall prohibit the Vendo Community Member from using the Services, including the Software for benchmark testing or comparative analysis. The Vendo Community Member will comply with all applicable Data Protection Legislation and security laws and shall have appropriate technological, administrative, and physical controls in place to ensure such compliance.
- 7.3. The Vendo Community Member will be responsible for the following:
 - 7.3.1. maintaining the security of the Vendo Community Member's account, passwords (including, but not limited to, administrative and the Authorized Users or also, in the case of the Creator or the Customer - the End Users passwords) and files, and for all uses of the Vendo Community Member account with or without the Vendo Community Member's knowledge or consent; and
 - 7.3.2. any acts or omissions carried out by the Authorized Users on the Vendo Community Member's behalf. The Vendo Community Member shall ensure that Authorized Users are subject to terms no less stringent than those stated herein.
- 7.4. The Creator and the Customer will also be responsible for any acts or omissions carried out by the End Users.
- 7.5. The Vendo Community Member acknowledges and agrees that:

- 7.5.1. account names are administered by Vendo on a “first come, first serve” basis;
- 7.5.2. intentional name squatting, or purchasing, soliciting, or selling of an account name is prohibited; and
- 7.5.3. Vendo reserves the right to remove, rename, or close inactive accounts at its discretion.
- 7.6. The Vendo Community Member is solely responsible for any improper use of the Services especially the Software that occurs as a direct or indirect result of any act or omission of the Vendo Community Member or the Authorized Users. The Vendo Community Member will notify Vendo immediately of any unauthorized use of the Services, especially the Software or any other breach of security that is known or suspected by the Vendo Community Member.
- 7.7. The Vendo Community Member shall not attempt to:
 - 7.7.1. gain unauthorized access to Vendo’s network or the Services, especially the Software;
 - 7.7.2. interfere with the Services, especially the Software;
 - 7.7.3. interfere with another Vendo customer’s use of the Services, especially the Software;
 - 7.7.4. impair the functioning or operation of Services, especially the Software;
- 7.8. The Vendo Community Member warrants that the Authorized Users, and especially independent contractors, will not use the Services (including the Software) for their purposes (i.e. other than for the business purposes of the Vendo Community Member). If the Authorized Users use to access to the Services (including the Software), for purposes other than the business purposes of the Vendo Community Member, the Vendo Community Member shall be responsible for losses caused by such use.

8. CONFIDENTIALITY

- 8.1. Each party (the ‘**Receiving Party**’) understands that the other party (the ‘**Disclosing Party**’) has disclosed or may disclose information relating to the Disclosing Party’s technology or business which may be Confidential Information. Such Confidential Information shall be either: (a) identified as confidential at the time of disclosure; or (b) the nature of such information and/or the manner of disclosure are such that a reasonable person would understand it to be confidential. Without limiting the foregoing, and subject to applicable open source license(s), the Software is considered as Vendo Confidential Information.
- 8.2. The Receiving Party agrees:
 - 8.2.1. not to divulge to any third person any such Confidential Information;
 - 8.2.2. to give access to such Confidential Information solely to those employees or associates with a need to have access thereto for purposes of this Agreement; and
 - 8.2.3. to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the Party takes with its confidential information, but in no event will a Party apply less than reasonable precautions to protect such Confidential Information.
- 8.3. The Disclosing Party agrees that section 8 will not apply concerning any information for which the Receiving Party can document:
 - 8.3.1. is or becomes generally available to the public without any action by or involvement of, the Receiving Party;
 - 8.3.2. was in its possession or known by it before receipt from the Disclosing Party;
 - 8.3.3. was rightfully disclosed to it without restriction by a third party;
 - 8.3.4. was independently developed without the use of any Confidential Information of the Disclosing Party;
 - 8.3.5. is or was made available or becomes available to the Receiving Party otherwise than under this Agreement and free of any duty of confidence or other restrictions as to its use or disclosure.

- 8.4. The Parties' obligations concerning the protection of Confidential Information shall remain in force for a period of three (3) years following the receipt of such Confidential Information and shall survive any termination or expiration of this Agreement.
- 8.5. Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information under any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party, when legally possible, reasonable prior notice of such disclosure.
- 8.6. Each Party acknowledges and agrees that the other may suffer irreparable damage in the event of a breach of the terms of this section 8 and that such party will be entitled to seek injunctive relief (without the necessity of posting a bond) in the event of any such breach.
- 8.7. Both Parties will have the right to disclose Confidential Information in connection with,
 - 8.7.1. a required filing to a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or protective order);
 - 8.7.2. disclosures made to potential investors or acquirers provided that at all times the Confidential Information shall be protected in a manner no less stringent as set forth in this section 8.
- 8.8. Each Party hereby undertakes to the other to use the Confidential Information disclosed to it by or on behalf of the other Party solely in connection with the performance of this Agreement and not otherwise for its benefit or the benefit of any third party.
- 8.9. Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 8.10. Neither Party shall make any announcement relating to this Agreement or its subject matter without the prior written approval of the other Party except as required by the Relevant Laws, by any legal or regulatory authority and with exceptions specified in the Agreement.
- 8.11. Vendo is entitled to use the Customer's names, trademarks, service marks and logos to perform this Agreement, including providing the Services but also promoting them in general. For this purpose, the Customer grants Vendo a non-exclusive, transferable, perpetual, sub-licensable, free and worldwide license, which also applies after the termination of the Agreement. Moreover, the Customer agrees for Vendo to place the Customer's logo on Vendo's website as a reference customer, provided that Vendo complies with any branding requirements supplied by the Customer regarding use of such logo, does not use the logo in such a way that it brings the Customer's reputation into disrepute.
- 8.12. The above provisions of this section 8 shall survive termination of this Agreement, however arising.

9. LICENCE AND INTELLECTUAL PROPERTY RIGHTS

- 9.1. The the Vendo Community Member undertakes to respect the Intellectual Property Rights of the Vendo or third parties throughout the term of the Agreement and after its termination – under pain of liability, including compensation provided for in the Agreement and the Relevant Laws.
- 9.2. Vendo declares that it is entitled to exclusive proprietary copyrights to the Services (including the Software) made available to the Vendo Community Member, the Authorized Users and the End Users, for except its elements, which are libraries derived from the so-called open source software (open source libraries). Libraries have been attached to the Services (including the Software) and are distributed as part of the Services (including the Software) in accordance with the terms of the license specifying the rules of their use. With regard to all other works (the Website and the content presented therein, including text, photos, iconography, etc.) which are not computer programs, and which

- Vendo will make available to the Vendo Community Member, the Authorized Users and the End Users, they are entitled to Vendo or third parties based on separate agreements, in particular license agreements.
- 9.3. By accepting these Regulations, the Vendo Community Member is obliged to comply with the terms and conditions of use specified in the Regulations, including compliance with the license rules. The Vendo Community Member acknowledges that breach of the above obligation may result in infringement of software copyrights and legal Liability of the Vendo Community Member on this account.
 - 9.4. The Vendo grants the Vendo Community Member, solely during the term of the Agreement, a limited, non-exclusive, non-transferable, revocable license for the Vendo Community Member to the Use and sublicense the Use of the Services (including the Software) and other materials (non-software works as described in point 9.2 above) to the End Users, and the Vendo Community Member's Authorized Users solely for the Vendo Community Member's business purposes. The Vendo Community Member has no right to grant sublicenses to entities other than those indicated above. In addition, Vendo Community Member may only reproduce or copy eventual reference manuals of the Software and any written materials furnished by Vendo for internal use.
 - 9.5. Notwithstanding anything to the contrary, the Vendo Community Member accepts that Vendo and/or its licensors (as applicable) retain all right, title and interest in and to all Services (including the Software). The Services (including the Software) may only be Used by the Vendo Community Member and its Authorized Users or otherwise in accordance with this Agreement during the Term.
 - 9.6. License does not include the creation and distribution of derivative works created from or using the Services (including the Software) or another material. License is granted without territorial restrictions, i.e. throughout the world.
 - 9.7. The license fee is included in the Fees.
 - 9.8. To the extent permitted by law, it is strictly forbidden for the Vendo Community Member and the Authorized Users without the consent of Vendo with regard to the subject of the license (i.e. the Software and other works):
 - 9.8.1. permanent or temporary multiplication (reproduction) in whole or in part by any means and in any form;
 - 9.8.2. distribute, publicly display, or publicly perform the Service (including the Software);
 - 9.8.3. make any corrections, modifications of sources and changes;
 - 9.8.4. use in whole or in part, excerpts or otherwise software;
 - 9.8.5. creating software similar to the Software that could constitute developing the Software;
 - 9.8.6. recreating, decompiling, disassembling and any other activities, which will lead to the acquisition of the source code in violation of the Relevant Laws;
 - 9.8.7. reselling, disseminating, lending, leasing, renting, giving third parties, free of charge, software or other materials, their copies, and any modifications, and documentation;
 - 9.8.8. perform any activities involving the rights to the Services (including the Software) or other materials for the benefit of third parties;
 - 9.8.9. interfere with or circumvent any feature of the Service (including the Software), including any security or access control mechanism.
 - 9.9. In case of any copyright concerns, and the scope of the license granted, the Vendo Community Member should immediately contact Vendo.
 - 9.10. Subject to the licenses granted under section 9, the copyright and all other Intellectual Property Rights in the Services (including without limitation the Software and any source code, templates and content made available by Vendo via the Services), shall belong to and shall remain vested in Vendo and its licensors.

- 9.11. The Vendo Community Member is aware and agrees that if the Vendo Community Member or the Authorized Users provides any suggestions, comments or other feedback related to the the Vendo Community Member's use of Services, including the use of the Software ('**Feedback**'), Vendo acquires all rights, including Intellectual Property Rights to such Feedback. The Vendo Community Member hereby irrevocably and unconditionally transfers and assigns to Vendo all Intellectual Property Rights to the Feedback and waives any moral rights in this regard. Vendo can freely use the Feedback, including freely disseminating and creating derivative works to develop the Feedback itself and to improve the Services, or to create other products and services to which Vendo will have full rights, including copyrights. The Feedback, even if it is Confidential Information for the Vendo Community Member, does not constitute such information for Vendo and does not create obligations for Vendo under section 8.
- 9.12. The Vendo Community Member shall not remove, alter or obscure any of Vendo's (or its licensors) copyright notices, proprietary legends, trademark or service mark attributions, patent markings or other contributions of Vendo's (or its licensors) ownership or contribution from the Software or another material.
- 9.13. As indicated in clause 9.2. above, portions of the Software are governed by underlying open source license such as but not limited to <https://github.com/spree/spree/blob/main/license.md> This Agreement establishes the rights and obligations associated with Services, especially the Software and are not intended to limit Customer's right to software code under the terms of an open source license.
- 9.14. Vendo does not claim ownership of the Content or the Pre-existing Materials but requires a license from the the Vendo Community Member for the proper provision of the Services. The Vendo Community Member represent and warrant that they have, and shall retain, all rights, titles and interests (including, without limitation, sole ownership of relating to the Content and the Pre-existing Material, and the intellectual property rights related thereto. The Vendo Community Member grants to Vendo a non-exclusive, transferable, irrevocable, perpetual, sub-licensable, free and worldwide license during the term of the Agreement to host, use modify, copy, store, distribute, reproduce, display (including in public), translate the Content any Pre-existing Material. Vendo also has the right to develop derivative works. This license is granted primarily to perform this Agreement, including providing the Services but also promoting them in general. The the Vendo Community Member also declare that they have full rights to grant the license under the conditions described above.
- 9.15. The Vendo Community Member acknowledges and agrees that the license granted to Vendo by the Vendo Community Member under clause 9.15 above also includes Vendo's right to use, modify and exploit the Content or the Pre-existing Materials to create, develop and generate aggregated and anonymous statistical data ('**Anonymous Data**'). Vendo will have full copyright and other necessary rights and titles to the Anonymous Data prepared in this way and will be able to use it to improve the Services provided, but also for promotional and marketing purposes. However, the Anonymous Data will be processed and used in a form that prevents it from being linked to the Vendo Community Member or other specific entity or individual.

10. WARRANTY

- 10.1. Each Party warrants, represents and undertakes that:
- 10.1.1. it has full capacity and authority to enter into and to perform this Agreement; and
 - 10.1.2. this Agreement is executed by a duly authorized representative of that Party.
- 10.2. During the term of the Agreement, Vendo uses commercially reasonable efforts to provide the Services in a professional and workmanlike manner and in accordance with good industry practice.

- 10.3. The Vendo Community Member is aware that Vendo has the right to provide the Services also to the competition of the Vendo Community Member, and the Vendo Community Member has noexclusive rights to the Services. In addition, the Vendo Community Member is aware of and agrees that the Vendo Personnel may also act as a Vendo Community Member, or as the End User (in such a case, they may not use any Confidential Information about the Vendo Community Member of their own, private or professional needs).
- 10.4. Except as specifically outlined in this Agreement, the Services, including the Software and anything provided in connection with this Agreement are provided “as-is” and “as available” and are without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance, usage of trade, or course of dealing, all of which are expressly disclaimed, and Vendo does not guarantee that the results that may be obtained from the use of the Services by the Vendo Community Member will be accurate or reliable.
- 10.5. The Vendo Community Member is aware of and agree that the Services consist of a wide range of different features and functionalities and that they will not always be available to all customers at all times and thus Vendo does not warrant that the Services will be uninterrupted, timely, secure, or error-free. With the exceptions clearly specified in the Agreement (interpreted narrowly), Vendo reserves the right to modify the Services, their individual features or functionality for any reason, without notice and at any time.
- 10.6. Vendo does not pre-screen the Content and has the right, at its sole discretion and at any time, to review and delete any or all of the Content submitted to the Services, especially if Vendo considers that Content violates the Relevant Laws or the terms and conditions of this Agreement.
- 10.7. Each Vendo Community Member is aware and agrees that Vendo is not a party to any contracts concluded by the Vendo Community Member’s in connection with the Vendo Community Member’s use of the Services (except for this Agreement), in particular, Vendo is not a party to contracts and any agreements concluded between: (a)the Creator and the Vendor; (b) the Customer and the Vendor; (c) the Creator and the End User; (d) the Customer and the End user. Vendo also is not the party to any sales made to the End User. The Creator and the Customer are responsible for the appearance and functioning of the Creator’s or the Customer’s website or mobile app and the Content, as well as for the goods and services that the Creator’s or the Customer sell using the Services for this purpose. Each Vendo Community Member agreesthat Vendo is not responsible and has no obligations in respect of transactions between the Creator or the Customer and the Vendor or the End User, including but not limited to refunds, returns, payment processors fees, fulfilling any sales or customer service, fraudulent transactions, required legal disclosures, regulatory compliance, consumer protection laws.
- 10.8. The Vendo Community Member Customer represents and warrants that Creator’s and the Customer’s website, Content and the Vendor’s goods and services the Creator or the Customer sells through the Services will be true, accurate, and complete, and will not violate any Relevant Laws, regulations or rights of third parties, including the End Users. The Creator and the Customer undertakes that the Creator’s or the Customer’s website will contain all the necessary information required by the Relevant Laws, such as contact details, refund policy, information on the manner and dates of order fulfillment, description, price, fees, Tax, defects, required legal disclosures and regulatory compliance.
- 10.9. Regarding point 3.8. above and the provision of the Promoting, the Creator and the Vendor are aware and agree that Vendo is not a party to any talks and contracts between the Creator and the Vendor and other persons/entities and therefore Vendo has no obligations related to such cooperation.

11. INDEMNIFICATION

- 11.1. Vendo is not responsible for any claim, demand, suit or proceeding made or brought against the Vendo Community Member by a third party ('**Third Party Claim**'), especially when the Third Party Claim results from the Vendo Community Member's breach of this Agreement.
- 11.2. In addition to point 11.1. above, Vendo is especially not responsible for a Third Party's Claim against the Vendo Community Member, when:
- 11.2.1. the Third Party Claim arises from the Software or the Supplemental Services or any part thereof that is modified by the Customer, or at Customer's direction, after delivery by Vendo;
 - 11.2.2. the Third Party Claim arises from the use or combination of the Software or the Supplemental Services or any part thereof with other products, processes or materials not provided by Vendo where the alleged infringement relates to such combination;
 - 11.2.3. the Vendo Community Member continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement;
 - 11.2.4. the Third Party Claim arises from software not created by Vendo.
- 11.3. The Vendo Community Member will defend Vendo against any claim, demand, suit or proceeding made or brought against Vendo by a third party alleging:
- 11.3.1. that the Content or the e Vendo Community Member's use of Content infringes or misappropriates such third party's Intellectual Property Rights,
 - 11.3.2. arising from the Vendo Community Member's use of the Services in an unlawful manner or in violation of the Agreement or the applicable documentation.
- 11.4. In addition to point 11.3. above, the Creator and the Customer will also defend Vendo against any claim, demand, suit or proceeding made or brought against Vendo by a third party alleging any aspect of the transaction between the Creator or the Customer with the End User.

12. LIABILITY

- 12.1. The Vendo Community Member is liable to Vendo for breach of the Agreement including, incorrect use of the Services, especially the Software and the lack of proper use cooperation with Vendo.
- 12.2. Subject to the limitations of liability provided for by the Relevant Laws, Vendo and the Vendo Personnel or its heirs, successors and assigns, shall not be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever arising out of, resulting from, or in connection with this Agreement especially for:
- 12.2.1. the unsuitability of the Services, especially the Software for the purposes assumed by the Vendo Community Member;
 - 12.2.2. inability to achieve (given the available technical knowledge and reasonable costs and other inputs) all goals envisaged in the implementation concept of the Software;
 - 12.2.3. malfunction of Services, especially the Software for reasons inherent in the the Vendo Community Member's infrastructure;
 - 12.2.4. making business, management, financial and tax decisions and legal based on the Agreement or the Services especially the Software;
 - 12.2.5. incorrect performance of the subject of the Agreement for reasons attributable to the Vendo Community Member or a third party, e.g. failure to adapt the equipment to the requirements technical, failure to secure the computer of the Vendo Community Member or the Authorised User or the End User;

- 12.2.6. the effects of unauthorized interference in the Services, especially the Software by, the Vendo Community Member, the Authorised User, the End User or third party;
 - 12.2.7. loss of data stored in the Vendo Community Member's ICT systems due to fault of the Vendo Community Member, the Authorised User, the End User or a third party independent of Vendo;
 - 12.2.8. consequences of non-compliance by the Vendo Community Member, the Authorised User, the End User the instructions and Vendo's recommendations;
 - 12.2.9. consequences of non-compliance by the Vendo Community Member, the Authorised User, the End User with the provisions of the Regulations;
 - 12.2.10. providing incomplete, untrue or inconsistent with the actual state personal data, including contact details;
 - 12.2.11. the effects of force majeure (detailed in section 13 below);
 - 12.2.12. termination or expiry of the Agreement due to the fault of the Customer or in cases for which Vendo is not at fault.
- 12.3. Vendo is not responsible for damages caused by the defectiveness of the Software due to faults of external software vendors that are used in the Software and as part of Vendo's infrastructure, in particular application providers cloud computing.
- 12.4. Vendo is not liable for damages in the form of lost profits. Vendo shall have no Liability to the other in connection with this Agreement, whether arising from tort (including negligence), breach of contract or statutory duty for any indirect or consequential losses suffered or incurred by the other Party arising out of or in connection with this Agreement.
- 12.5. The Vendo Community Member hereby understands and agrees that it shall be solely and exclusively responsible for its use and operation of the Software, including, without limitation, any customizations, features and/or functionalities it adds to the Software. The Vendo Community Member further agrees that Vendo shall not be liable for any breaches of the Agreement caused due to the implementation and operation of such functionalities, features and/or customizations unless they were previously agreed by Vendo in writing.
- 12.6. The Creator or the Customer assume the sole responsibility for the products and/or services it offers on the Vendo eCommerce Platform, as well as for compliance with consumer protection rules, recognizes that under no circumstances will Vendo be liable for any damages or claims made by third parties harmed in the reason for the activities carried out on the Vendo eCommerce Platform, and undertakes to take all necessary measures to exclude Vendo from the liability of eventual actions, being responsible for all costs and expenses, including attorney's fees, and the payment of eventual judicial determination.
- 12.7. The Software is provided "as-is" without any warranty and Vendo shall have no indemnification obligations nor liability of any type with respect to such the Software.

13. FORCE MAJEURE

- 13.1. Vendo will not be liable for any default or delay in the performance of its respective obligations, to the extent that such default or delay is caused, directly or indirectly, by fire, flood, earthquake, explosions, storms, lighting, elements of nature, acts of God, acts or regulations of government bodies, nuclear, chemical or biological contamination, court orders arising out of circumstances other than a breach of this Agreement, acts of war, terrorism, riots, civil disorders, civil commotion, rebellions or revolutions, strikes, lockouts or labor difficulties, epidemics, pandemics or by any other event or circumstance that is beyond the reasonable control of Vendo. Such event or circumstance giving rise to the default or delay is hereby referred to as a '**Force Majeure Event**'.

- 13.2. Vendo will be excused from any further performance of the obligations affected by such Force Majeure Event for as long as such Force Majeure Event continues and Vendo continues to use commercially reasonable efforts to resume performance.
- 13.3. Except as expressly excused in this section 13, each Party will continue to perform its respective obligations under this Agreement during the Force Majeure Event.

14. SECURITY/ DATA PROTECTION

- 14.1. The Vendo Community Member shall use commercially reasonable security and anti-malware measures when accessing and using the Services, including the Software and to prevent unauthorized access to, or use of the Software, and notify Vendo promptly of any such unauthorized access or use of which it becomes aware.
- 14.2. Each Party undertakes to comply with the Data Protection Legislation.
- 14.3. Information of how Vendo use the Vendo Community Member and persons acting on their behalf can be found in the [Privacy Policy](#).
- 14.4. If, when the Creator or the Customer uses the Services, Vendo processes Personal Information governed by CCPA or CPRA on behalf of the Customer, the provisions of Appendix 1 (Data Protection Arrangements) shall apply. In such cases, the Creator or the Customer is the Business and Vendo is the Service Provider.
- 14.5. If Vendo or the Creator or the Customer is required to apply the provisions of the Virginia's Consumer Data Protection Act during the performance of the Agreement, the Appendix 1 shall also apply accordingly. In such cases, the Creator or the Customer is the Controller and Vendo is the Processor.
- 14.6. If Vendo or the Creator or the Customer is obliged to apply other Data Protection Legislation than those listed in sections 14.3 and 14.4. above, Vendo and the Creator or the Customer agree that the Appendix 1 (Data Protection Arrangements) will also apply in this respect, and the terms and definitions used therein will be interpreted accordingly in such a way as to reflect the obligations arising from the Data Protection Legislation. In order to fulfill the obligations imposed by the Data Protection Legislation, the Customer and Vendo may also modify the Appendix 1 (Data Protection Arrangements) and adapt it in such a way that it can have the widest possible scope of application to implement Data Protection Legislation.
- 14.7. The Vendo Community Member acknowledges and agrees that:
- 14.7.1. the Software is not designed for the purpose(s) of storing, processing, compiling or transmitting Sensitive Data and Criminal Offence Data;
 - 14.7.2. the Vendo Community Member represents and warrants that when using the Software or the Supplemental Services, neither the Vendo Community Member nor the End User will collect or process in any way Sensitive Data and Criminal Offence Data; and any patient, medical or other protected health information regulated by HIPAA. The Vendo Community Member is aware that the Software and the Supplemental Services may not be HIPAA compliant.

15. DMCA

- 15.1. If the Vendo Community Member, the Authorised User, the End User or any other party believes that material published on the Website or in connection with the Services (including using the Software) infringes its copyright, he has the right to ask Vendo to remove such material ('**DCMA Notice**').
- 15.2. The DCMA notice should be directed to the address indicated in clause 16.2. with message subject 'DCMA notice'.

15.3. Vendo undertakes to immediately take action to analyze the DCMA notice and undertakes to provide the applicant with information about the actions taken within fifteen (15) Business Days of receiving the DCMA notice at the latest.

16. COMPLAINTS

16.1. The Vendo Community Member has the right to lodge a complaint.

16.2. The complaint may be submitted via e-mail sent to the address support@getvendo.com

16.3. The complaint should describe the Vendo Community Member's problem, his claims and indicate the data necessary to contact (name, surname, e-mail).

16.4. The complaint will be answered immediately, no later than within twenty (20) Business Days from the date of its receipt by Vendo.

16.5. Vendo will send a response to the complaint by e-mail or in another form agreed with the Vendo Community Member.

17. ASSIGNMENT AND SUBCONTRACTING

17.1. Save as expressly set out in this Agreement, neither Party may assign its rights or obligations under this Agreement other than with the prior written consent (not to be unreasonably withheld or delayed) of the other Party; provided that, no consent of the other Party shall be required in the event one Party undergoes a change of control, assigns this Agreement to an affiliate for purposes of an internal restructuring, or sells all or substantially all of its assets or equity interests in the business to which this Agreement relates. The Parties acknowledge and agree that Vendo may subcontract all or any part of its obligations under this Agreement provided that Vendo shall remain liable for all actions and omissions of its sub-contractors and may assign its rights or obligations under this Agreement to a Vendo group company.

18. ENTIRE AGREEMENT

18.1. This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the Parties in relation to the such subject matter. In entering into the Agreement, the Parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether Party to the Agreement or not) other than as expressly set out in the Agreement.

19. WAIVERS AND REMEDY

19.1. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

20. SEVERANCE

20.1. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

21. MISCELLANEOUS

21.1. Vendo reserves the right to unilaterally amend the Regulations.

21.2. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority of any kind to bind the other in any respect whatsoever.

21.3. This Agreement and any disputes under or in relation to its subject matter (including non-contractual disputes) shall be governed by and construed in accordance with the laws of the State of Delaware, United States and each Party irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware, United State with respect to such disputes.

21.4. The Regulations are valid from June 27th, 2023.

Appendixes:

APPENDIX 1: Data processing arrangements

APPENDIX 1: Data processing arrangements

1. The Creator/theCustomer is responsible for compliance with the requirements of the CCPA or CPRA applicable to the Businesses.
2. Vendo will process Personal Information consistent with the Creator's/theCustomer's documented instructions (including those set out in the Data Protection Arrangements).
3. Vendo will not retain, use or disclose Personal Information for any purpose other than for the performance of the Agreement and providing the Services to the Creator/the Customer. Vendo will not retain, use or disclose the Personal Information for a commercial purpose other than providing the Services to the Creator/the Customer.
4. To avoid any doubt, Vendo may combine the Personal Information received from one or more customers to the extent necessary to detect data security incidents, or protect against fraudulent or illegal activity.
5. Vendo will not sell or share any Personal Information to any third party without the prior written consent of the Creator/the Customer except as described in point 6 below.
6. Vendo may transfer the Personal Information to other persons and entities (including subcontractors), if it is necessary to perform the Agreement and provide Services to the Creator/the Customer. In this case, Vendo ensures that the persons or entities (including subcontractors) that provided the Personal Information committed themselves to an obligation of confidentiality or are under an appropriate statutory obligation of confidentiality.

7. Where required by applicable laws, the Creator/the Customer will ensure that it has obtained all necessary consents, and has given and all necessary notices, for the processing of the Personal Information by Vendo. The Creator/the Customer shall indemnify, defend and hold Vendo harmless against any Liabilities arising out of the Creator's/the Customer's violation of this provision.
8. Vendo uses commercially reasonable efforts to assist the Creator/the Customer, at Creator's/the Customer's expense, in fulfilment of the Creator's/the Customer's obligation to respond to California residents' requests to exercise rights under the CCPA or the CPRA.
9. Vendo uses commercially reasonable efforts to assist the Creator/the Customer in meeting its other obligations under the CCPA or the CPRA at the Customer's expense.