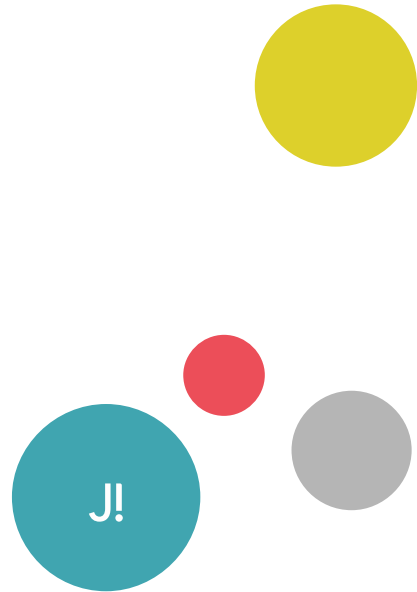


J!NIUS

by Bank of Cyprus



# TERMS & CONDITIONS FOR USERS

for your use of the Jinius Platform



Welcome to **Jinius**, a cloud-based, customer-centric technology platform offering a wide range of lifestyle products and services to fulfil daily needs for enterprises and citizens (the **Platform**).

This document (**Main Agreement**), including its Appendices if applicable, sets out the terms and conditions for the use of the Platform (altogether **Terms and Conditions**) and constitutes an agreement between you, as a legal entity or as a sole trader, as the case may be (**the User**), and Jinius Ltd (**the Jinius, we, us**).

The User represents and warrants that it has informed, where applicable, its authorized employees and representatives of these Terms and Conditions and of their obligations under these Terms and Conditions.

Jinius is part of the Bank of Cyprus Group, meaning the group composed of the Bank of Cyprus Public Company Limited, its subsidiary companies, its ultimate holding company and all subsidiary companies of the Bank of Cyprus Public Company Limited's ultimate holding company. The terms "holding company" and "subsidiary company" shall have the meaning given to such terms by the Companies Law CAP 113 of Cyprus, as such law may be amended or replaced from time to time. Please read these Terms and Conditions carefully, as this page contains the rules applicable to the User's access to and use of the Platform, and any web and mobile applications, sites and pages related thereto made available by us (the **Services**). By using our Services, the User signifies its agreement to be bound by these Terms and Conditions.

Any third-party applications, sites and pages made available via the Platform are subject to such third party's terms and conditions, if applicable.

For the purposes of these Terms and Conditions, **Applicable Laws** means applicable laws, rules, codes, regulations, formal regulatory guidelines, and standards, made by a regulator, legislature, or other public authority with binding effect in force from time to time (construed having regard to related guidance and codes of practice issued or approved by a regulator or other public body) and applicable to a party and relevant to these Terms and Conditions.

For information regarding our use of personal data, please refer to our [Privacy Notice](#).

If you have any questions, you may contact our customer support team at [help@jinius.com.cy](mailto:help@jinius.com.cy)

## 1. USER ACCOUNT

To use our Services, the User will be required to create and be logged into its account and complete the registration process described in Clause 2 (**Registration and Identity Verification**) below.

The User understands and agrees that:

- (a) all account information it provides to us must be complete, accurate and truthful at all times;
- (b) it must promptly update this information whenever it changes;
- (c) it may only create one (1) account;
- (d) its account is only to be accessed and used by the User or its authorized employees and representatives, as applicable;
- (e) it may not grant any other persons access to its account;



- (f) it is responsible for maintaining the confidentiality of its password, and for restricting access to its computer and/or mobile devices;
- (g) it must take all reasonably necessary steps to ensure that its password is kept confidential; and
- (h) it must inform us as soon as possible at [help@jinius.com.cy](mailto:help@jinius.com.cy) if it has any reasons to suspect that the security of its account has been compromised.

The User agrees to accept responsibility for all activities that occur under or through its account including as a result of its failure to maintain the confidentiality of its password, and all activities carried out under or through its account shall be considered activities carried out by the User, unless the User has promptly notified us that it believes an unauthorised person has obtained its password or is otherwise accessing or able to access its account.

## **2. REGISTRATION AND IDENTITY VERIFICATION**

In order to successfully set up an account, the User will be required to complete the registration procedure. This allows us to verify the User's identity and suitability with regard to the Services. For more information on how we process personal data, please consult our [Privacy Notice](#).

## **3. ACCEPTABLE USE**

The User may not use the Services in any way that:

- (a) violates any Applicable Laws;
- (b) relates to transactions involving stolen goods, including digital or other illegal activity, narcotics, steroids, certain controlled substances, drug paraphernalia, sexually oriented services, certain weapons or knives regulated under Applicable Laws or other products that present a risk to consumer safety;
- (c) encourages, promotes, facilitates, or instructs others to engage in violence, racial intolerance, the financial exploitation of a crime or other illegal activity;
- (d) misrepresents the User's identity or affiliation with any person or entity;
- (e) infringes or violates the intellectual property or privacy rights of Jinius or any third party;
- (f) supports pyramid or Ponzi schemes, matrix programs, other "get rich quick"-schemes or certain multi-level marketing programs;
- (g) is associated with the purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts funded by a credit card;
- (h) is associated with the sale of certain items before the seller has control or possession of the item;
- (i) is associated with the sale of traveller's checks, money orders, currency exchanges or check cashing;
- (j) involves illegal gambling, gaming and/or any other activity with an entry fee and prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures



that facilitate gambling, games of skill and sweepstakes unless the User has obtained prior approval from us and the User and the relevant counterparty for the transaction are located exclusively in jurisdictions where such activities are permitted by law;

- (k) involves offering or receiving payments for the purpose of bribery or corruption;
- (l) harms, disrupts, or otherwise engages in an activity that diminishes the Services;
- (m) modifies, translates, adapts, edits, copies, decompiles, disassembles or reverse engineers any software used or provided by us in connection with the Services;
- (n) transmits unsolicited email (“spam”), email bombing or email forging;
- (o) causes any kind of network attack, including without limitation denial of service (DOS) attacks, crawling external networks and intentional overloading of other networks;
- (p) collects, sells, or processes personal information without explicit permission of that person(s);
- (q) involves the distribution of inappropriate, false, inaccurate, misleading, defamatory, or libellous content; or
- (r) interferes with any other party’s ability to use the Services.

#### **4. SUBSCRIPTION LEVELS**

The various subscription levels, and the associated features and fees, are detailed at our website. You will be asked to select a subscription level during the onboarding process.

Notwithstanding the above, you shall be charged the subscription package fee based on the features of the Platform that are released and available at any given time, until the full functionality of the selected subscription (i.e., the subscription package you selected and registered for) is made available. Certain features may not be available to specific categories of Users.

The User can change its subscription level, by sending an email to [help@jinius.com.cy](mailto:help@jinius.com.cy) with the related request. The subscription package and the corresponding fee will be adjusted accordingly.

We reserve the right to amend these subscriptions from time to time, at our sole discretion, by adding or removing features and updating the fees accordingly. When such an amendment materially alters the features of the User’s subscription level, or results in an increase in the fees associated with the User’s subscription level, we will communicate such update via email to all Users.

#### **5. INTELLECTUAL PROPERTY**

We own, or are the licensee to, all right, title and interest in and to all content made available through the Services. All content made available through the Services embodies intellectual property rights protected under international copyright, author’s right, and database rights laws. All title, ownership and intellectual property rights in the content made available through the Services shall remain with us, our affiliates, or licensors, as the case may be.



Save for what is explicitly permitted under Applicable Laws or approved by us in writing, the User may not (i) extract and/or re-utilise parts of the content of the Services, (ii) utilise any data mining, robots or similar data gathering and extraction tools to extract for re-utilisation any substantial parts of the content of the Services, or (iii) create and/or publish its own database that features substantial parts of our Services (e.g., prices and listings).

The name “Jinius” and all related icons and logos are registered trademarks or trade dress of ours. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits us. All other trademarks not owned by us that appear in the Services are the property of their respective owners, who may or may not be affiliated with or connected to us.

The User shall not use the name, logo, trademarks or tradenames of Jinius, refer to Jinius in any publicity release, promotional material, customer or partner list, advertising, or marketing or business-generating effort, whether written or oral, without the prior written consent of Jinius.

## 6. INFORMATION AND CONTENT

Subject to what is determined in our [Privacy Notice](#) with regard to personal data, when providing us with information and/or content (including feedback), the User grants us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such information), irrevocable, royalty-free and sublicensable right to use, copy, distribute, modify and create derivative works on the information, and the User authorises us to exercise any and all copyright, trademark, publicity, database or other intellectual property rights it has in or to the information and/or content. To the fullest extent permitted under Applicable Laws, the User waives its moral rights in such information and promises not to assert such rights or any other intellectual property rights it has in such information against us, our sublicensees or assignees.

The User represents and warrants to us that any information and/or content it provides us with does not violate the intellectual property rights of Jinius or of any third party. It represents and warrants not to upload any pictures that contain branding.

Where the User has been introduced to Jinius by an Ambassador, the User acknowledges and agrees that Jinius is obliged to provide the below information to the Ambassador in regular intervals, since the provision of such information is necessary for the performance of the agreement between Jinius and each respective Ambassador:

- User’s information such as company’s name, registration number, VAT number etc.
- User’s request for admission to the Platform and date of admission.
- User’s status (active or inactive) at each relevant time.
- Termination of these Terms & Conditions and of our relationship either by the User or by Jinius and date of termination.
- The amount of payments due by the User, the dates on which such payments are due and the status of each of such payments;



While we try to provide reliable data, we do not guarantee that any of the content provided through the Services is accurate, complete, or up to date. We are not responsible for examining or warranting the listings or content provided by third parties through the Services. The User agrees that it will not attempt to hold us liable for inaccuracies.

The hyperlinks made available through Services directing Users to websites or app pages of third parties do not engage our liability for the content of such websites or app pages. We have no control over the content of any third party's website or app page, which remains entirely independent of us. The existence of a link between a website or app page operated by us and a third party's website or app page does not mean that we approve of the content of such third party's website or app page and, in particular, the potential use of the content on such third party's website or app page. The User will bear all risks associated with the use of such third party's website or app page, and the User will be solely responsible for complying with the third party's term of use.

For the purposes of marketing or publicising or selling the Services, we may wish to disclose that we have performed work (including the Services) for the User, in which event we may identify the User by the User's name and we may indicate only the general nature or category of such work (or of the Services) and any details which have properly entered the public domain.

In the course of performing our contractual and statutory obligations as well as providing the Services, your data may be shared between various departments within Jinius, but also with other companies of the Bank of Cyprus Group as well as transferred and disclosed to various service providers and suppliers for supporting the Platform's operations. Such service providers and suppliers enter into contractual agreements with us by which they observe confidentiality and data protection according to the local data protection law and the EU General Data Protection Regulation (the **GDPR**).

## **7. JINIUS AND PARTNERS – RESPECTIVE ROLES**

Via the Platform, we allow certain third-party providers with which we have contractual partnership arrangements in place (**Partners**) to offer their products and services to potential customers (this being business to business and/or business to consumer). We do not have possession of any such products and services and are not involved in the actual transaction between the User and the Partner.

Any contract for the provision of products or services offered by a Partner is directly between the User and said Partner. We are not a party in that contract, we do not assume any responsibility arising out of or in connection with it (e.g., regarding the delivery of products and services), and, unless explicitly stated otherwise herein, we are not the Partner's agent.

The Partner is at all times responsible for the provision of its products and services and for dealing with any customer claims or any other issue arising out of or in connection with the contract between the User and Partner.

## **8. USER RESPONSIBILITIES**

When providing us with content and/or information, the User agrees to ensure that such information will:

- be true, accurate, complete and lawful;
- not be false, misleading or deceptive;



- not (insofar as the User is aware or suspects) infringe or violate any copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of Jinius or of any third party;
- not contain information that is defamatory, libellous, threatening, obscene, offensive, sexually explicit, harmful to minors or otherwise inappropriate;
- not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- not violate these Terms and Conditions; and
- not violate any Applicable Laws or promote any activities which may violate Applicable Law.

## 9. BREACHES

In addition to any other remedies available to us, if we have reasonable grounds to believe that the User is violating these Terms and Conditions or any Applicable Laws, we may:

- (a) immediately suspend or terminate the User's account and its use of the Services if the User has breached these Terms and Conditions or is breaking Applicable Laws when using our Services; or
- (b) impose other restrictions on the User's use of the Services, as we reasonably think appropriate in light of the circumstances.

We may cooperate fully with governmental authorities, law enforcement bodies and/or injured third parties (such as Partners) in the investigation of any suspected criminal or civil wrongdoing. To the extent permitted by Applicable Law, we may disclose the User's identity and/or information relating to its account, transactions or activities if requested by a governmental authority, law enforcement body or injured third party or as a result of legal action. We shall not be liable for damages arising from such disclosure.

## 10. INDEMNIFICATION

The User agrees to indemnify, defend and hold harmless Jinius, its affiliates and their respective directors, officers, employees, representatives, successors and assigns from and against any losses, costs, expenses (including, without limitation, reasonable legal fees and expenses for attorneys and experts), interest, penalties, fines, judgements, settlements, damages or liabilities (altogether, for the purposes of this Clause, **Losses**), suffered or incurred by any of them in connection with any claim, cause of action, or other legal assertion, brought or threatened to be brought by a third party (each, for the purposes of this Clause, a **Claim**), where such Claim arises out of or alleges that our use, in accordance with these Terms and Conditions, of the content provided by the User, violates the intellectual property rights of a third party.

## 11. LIABILITY

We (including our affiliates, directors, agents, and employees) shall not be liable, in contract, tort (including negligence) or otherwise, for any losses or damages resulting from:

- (a) glitches, bugs, delays, or disruptions in the Services;
- (b) viruses or other malicious software obtained by using the Services;



- (c) inaccuracies, errors, or omissions in the information made available through the Services; or
- (d) unauthorized access or modification by third parties of any content or information stored on our websites or applications,

so long as we have taken reasonable steps (including as required to satisfy Applicable Laws) to avoid the occurrence of such events.

We are not responsible for any defects in goods or services ordered from or obtained from any other person, including a Partner.

We shall not be liable for any indirect or consequential losses, such as loss of revenue, loss of profits, loss of opportunities or loss of anticipated savings.

In any event, our liability to the User is limited to the lesser of (i) the actual monetary damage suffered by the User and (ii) the User's annual subscription and other fees paid to the Platform, corresponding to the last twelve (12) months before the event triggering the liability has occurred.

Nothing above or elsewhere in these Terms and Conditions shall limit or exclude our liability for fraud or fraudulent misrepresentation, or for death or personal injury resulting from the negligence of our agents or employees, or for any other liability that cannot be limited or excluded by law.

## 12. ALTERATIONS TO THESE TERMS AND CONDITIONS

We may change these Terms and Conditions from time to time.

For material changes, we will notify the User one (1) month before the change to the Terms and Conditions becomes effective. During this one (1) month period prior to the change coming into effect, the User shall have the right to inform Jinius of its disagreement with the revisions to the Terms and Conditions and terminate this Agreement and the use of Platform. The User understands and agrees that its silence or its continued use of the Services after this notice period will be deemed to constitute the User's acceptance of the change.

A shorter notice period may apply, if necessary, to comply with Applicable Laws, or if reasonably necessary to protect or improve the security of the User's account or our Services or to prevent fraud.

## 13. TERMINATION AND SUSPENSION

Without prejudice to Clause 9 (**Breaches**), we may end our agreement with the User, and close the User's account or any service associated with it, for any reason by giving the User at least one (1) months' notice before doing so.

The User may terminate these Terms and Conditions and close its account at any time, by giving a one (1) months' notice via an email to [help@jinius.com.cy](mailto:help@jinius.com.cy) with the related request.

The User may not use any part of the Services after its agreement with us has ended.

We may refuse, suspend, or terminate access to the User's account or the Services with immediate effect if we reasonably suspect that:





- (a) the User has made false representations in its account information;
- (b) the User has otherwise acted fraudulently;
- (c) the User's account use is in breach of Clause 3 (**Acceptable Use**);
- (d) the User is in breach of these Terms and Conditions, Applicable Laws, or any other applicable terms and conditions, guidelines, or policies; or
- (e) the security of the User's account has been compromised.

Upon termination of our agreement with the User and the closing of the User's account or any service associated with it, we may retain documents and material containing, reflecting, incorporating or based on the User's data, to the extent required by law or any applicable governmental or regulatory authority, for a minimum of 5 years from the termination of our agreement with the User.

Any termination will be without prejudice to the rights and obligations of either party in respect of any prior claim or breach of any of the provisions of these Terms and Conditions. Any rights and obligations that, by their nature, are intended to survive, including without limitation payment or customer service obligations, shall survive the termination of these Terms and Conditions.

## 14. SEVERABILITY

If any provision of these Terms and Conditions is held to be unlawful, void, invalid or otherwise unenforceable, this shall not affect the validity of any other provision in these Terms and Conditions. In case any provision of these Terms and Conditions is or becomes invalid as a result of changing legislation, the validity of the remaining provisions shall not be affected thereby.

## 15. ASSIGNMENT

The User may not transfer or assign any of its rights and obligations under these Terms and Conditions without our prior written consent.

We reserve the right to transfer, assign or novate these Terms and Conditions or any right or obligation under these Terms and Conditions, at any time and without the User's consent and if permissible by Applicable Laws. This does not affect the User's right to terminate its account in accordance with Clause 13 (**Termination and Suspension**).

In case we novate these Terms and Conditions to any other entity of the Bank of Cyprus Group (for the purposes of this Clause 15, the **Incoming Party**), you hereby acknowledge and agree that the direct and immediate contractual relationship we have with you shall be transferred from us to the Incoming Party upon written notice from us to you declaring such novation. Hence, from such notice onwards, these Terms and Conditions in their entirety shall be construed as having been executed between the Incoming Party and you. You hereby agree to take all such steps as may be necessary (i) to give full effect to the novation of these Terms and Conditions to the Incoming Party, (ii) to enable the Incoming Party to exercise its rights and perform its obligations hereunder, and (iii) to enable the Incoming Party to secure the provision of the Services.



## **16. WAIVER**

Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. Any waiver of any right or provision of these Terms and Conditions shall be effective only if in writing and signed by our authorized representative.

## **17. CONTACT**

For any complaints, comments, or suggestions regarding the Services, or to exercise any of your rights hereunder, please contact [help@jinius.com.cy](mailto:help@jinius.com.cy).

## **18. GOVERNING LAW AND JURISDICTION**

Any dispute, claim or controversy arising under or in connection to these Terms and Conditions shall be governed and construed in all respects by the laws of the Republic of Cyprus.

The courts of the Republic of Cyprus have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with these Terms and Conditions.



## APPENDIX 1

### JINIUS MARKETPLACE

By subscribing to the Jinius marketplace available at [www.jinius.com.cy](http://www.jinius.com.cy) (**Marketplace**) as a merchant, the User agrees to be bound by the additional provisions of this Appendix 1.

#### 1. DEFINITIONS AND INTERPRETATIONS

1.1 The following capitalized terms shall have the following meaning:

**“Card Schemes”** refers to the ‘Visa’, ‘Mastercard’, ‘UnionPay’, ‘JCB’ and ‘Diners Club International-DCI’ that includes also Discover Card Schemes, to which a third party payment service provider is a member, or to any other Card Scheme that may be supported by the third party payment service provider in the future.

**Commission** means any amounts the User shall pay to Jinius on Products sold by the User through the Marketplace, as set out in the Commission Grid in accordance with Clause 2.1 ;

**Commission Grid** means the overview of the applicable Commissions to the Products offered by the User;

**Confidential Information** means any information made available, in whatever form or medium, by Jinius to the User that is either marked as ‘confidential’ (or any wording to that effect) or that, by its nature or the circumstances surrounding its disclosure, should reasonably be considered to be confidential. Confidential Information includes, without limitation, all technical and business data provided by Jinius to the User, all Customer Data, these Terms and Conditions, and the operations and technology associated with the Marketplace and the Platform;

**Customer** means any customer accessing the Marketplace or placing any order for Products through the Marketplace;

**Customer Data** means all information about or related to Customers, including names, addresses, email addresses, IP addresses, telephone numbers, account numbers, Order Information, Marketplace activity, as well as any demographic, financial and Customer Transaction information;

**Customer Transaction** means an order from a Customer for a Product;

**Net Sales Proceeds** means the Sales Proceeds *minus* the Commissions.

**Order Information** means, in respect of any Product for which a Customer submits an order through the Marketplace, the order information and shipping information that Jinius makes available to the User;

**Products** means any product the User lists for sale to Customers on the Marketplace, including all associated parts, labelling, packaging and instructions;

**Product Listing** means any description provided by Jinius of a Product on the Marketplace and on which a User can place a Product Offer;



**Product Offer** means any offer of a Product for a certain price and quantity created for display on the Marketplace by the User related to the sale of Products, including a Product description, which can be similar to a Product Listing;

**Recall** means any removal of a Product from the stream of commerce or the issuance of a corrective action plan or any other remedial action in respect of a Product, initiated by the User, the Product manufacturer, or a governmental entity;

**Sales Price** means any amounts the User receives for the purchase by a Customer of a Product through the Marketplace;

**Sales Proceeds** means any amounts the Customers pay, through any acceptable means, for the purchase of a Product through the Marketplace including the Sales Price, the Commission and the amounts for shipping and Taxes collected, if any, on behalf of the User;

**Taxes** has the meaning given in Clause 2.6 of this Appendix;

**User Content** means all images, photos, text, videos, including all Product descriptions and Product-related data, uploaded by a User to create Product Offers; and

**User Data** means all information about or related to the User, including names, addresses, email addresses, IP addresses, telephone numbers, account numbers, Order Information, Product information, Marketplace activity, as well as any demographic, financial and Customer Transaction information.

1.2 Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Main Agreement.

1.3 In case of a conflict between the terms of this Appendix 1, if applicable, and terms of the Main Agreement, the terms of this Appendix 1 shall prevail.

## 2. YOUR OBLIGATIONS AS A USER

### 2.1 Subscription fees

In addition to the fees described in Clause 4 of the Main Agreement, the User shall pay to Jinius a Commission. The Commission Grid applicable to the Products offered by the User is available at our website or are communicated to the User via email or through its account on the Platform. Any Commission Grid that is communicated separately to a User will prevail on the publicly available Commission Grid on our website.

### 2.2 Other fees

Other services related to the Marketplace, offered by Jinius (including, but not limited to, marketing and promotional services) shall be subject to fees agreed between the User and Jinius upon the User's solicitation of such services.



## 2.3 Product Offers

The User shall:

- (a) Connect every Product Offer to an existing Product Listing;
- (b) create Product Offers for all Products it intends to sell on the Marketplace;
- (c) ensure that all Product Offers comply with this Appendix 1 and Applicable Laws;
- (d) ensure that the Product Offers include all information relating to the Product that is reasonably relevant for the Customer, including without limitation price (including Taxes), estimated delivery costs, estimated delivery time, and all material information from the Product packaging such as warning labels, fact panels, supplemental panels, and any other information included with the Product regarding ingredients and allergens;
- (e) make available its contact details (physical address, telephone number and email address) to the Customer in its Product Offer;
- (f) ensure that all information included in the Product Offers is not misleading, deceptive or fraudulent in any way;
- (g) promptly update its Product Offers in order to ensure their continuous accuracy, including but not limited to timely updating its Product Offers for any Product that the User currently does not have in stock or is currently not available for shipment for any other reason using the method indicated on the Marketplace; and
- (h) use commercially reasonable efforts to provide Jinius with an error-free updated inventory feed at least once a day for those Products where inventory levels have changed since the last inventory feed provided for such Product, and provide Jinius with a daily inventory feed for all Products.

The User acknowledges and agrees that Jinius has the right to adapt, reject, remove or censor any Products Offers for any reason, at Jinius' sole discretion.

## 2.4 Pricing

- (a) The User is responsible for establishing prices for its Products and publishing those prices through the Marketplace. The User shall maintain parity between the Products and substantially identical products offered through third-party websites, ensuring that the Sales Price, product quality (including quality assurances), shipping and handling charges (including any 'low price' guarantees, rebates, free or discounted shipping and handling or any other benefits) are equivalent to those associated with substantially equivalent Products offered by the User on the Marketplace.
- (b) If the User provides incorrect pricing information in a Product Offer, Jinius may, at the User's expense, take all actions necessary to avoid or repair harm to Jinius due to the User's pricing error, including, without limitation, by requiring the User to honour all Customer Transactions for the listed price, and reimbursing Jinius for all costs Jinius incurs as a result of the User's pricing error.



## 2.5 Product Guidelines

The User shall:

- (a) not offer any Products in contravention of the acceptable use guidelines established in Clause 3 of the Main Agreement;
- (b) only sell Products in respect of which the User (i) is an authorized reseller, (ii) has legally acquired the Product from an authorized reseller, or (iii) otherwise has a legal right to sell the Product; and
- (c) maintain adequate processes and procedures for conducting diligence to ensure that Products offered by the User are authentic and authorized for sale, and not stolen, counterfeit, illegal or misbranded.

## 2.6 Permits and Taxes

The User shall, at its own expense, obtain all permits and licences required to operate its business in accordance with Applicable Laws, and shall identify, calculate, remit and report all applicable national, state or local sales and use taxes, goods and services taxes or value added taxes (collectively, **Taxes**) for any Products sold through the Marketplace.

In some circumstances, Jinius may, consistent with Applicable Laws, calculate, collect and remit Taxes on Customer Transactions destined to specific locations. The User shall promptly notify Jinius of the states for which Jinius should collect Taxes by affirmatively selecting the applicable states in the User's business account profile. Jinius will then promptly inform the User that Jinius shall pay the Taxes collected from the Customer directly to the User, and that the User is solely responsible for remitting the tax to the applicable taxing jurisdiction. In the event that a taxing authority requires Jinius to pay any Taxes in relation to the sale of a Product by the User, the User agrees to promptly and fully reimburse Jinius for any such amounts paid.

Any and all fees payable by the User to Jinius hereunder are exclusive of all Taxes, and the User shall pay any Taxes that are imposed and payable on such amounts. All payments made by the User to Jinius hereunder shall be made free and clear of any deduction or withholding, as may be required by Applicable Laws. If any such deduction or withholding is required on any payment, then the User shall pay such additional amounts as are necessary so that the net amount received by Jinius is equal to the amount due and payable hereunder.

## 2.7 Customer Transaction Process

All Customer Transactions are between the User and the Customer. Customers will place Customer Transactions using the checkout system of a third party payment service provider available on the Marketplace. The User has twenty-four (24) hours to accept each Customer Transaction placed by a Customer, unless the User supports same day delivery in which case this timeframe should be less than twenty-four (24) hours. Jinius shall then transmit the Order Information to the User within commercially reasonable time.

Should the third party payment service provider ask for any authorizations, data or any other information and/or documentation which is necessary for the execution of the Customer Transactions, the User shall provide such information.



## 2.8 Fulfilment

- (a) Once Jinius has transmitted the Order Information to the User, the User shall, at its own expense, be solely responsible, and bear all liability for the fulfilment of the applicable Customer Transaction, including all aspects of packaging, labelling and tagging the Products in compliance herewith and with Applicable Laws.
- (b) If the User has not indicated through its account on the Platform to make use of Jinius delivery services, then the User is also responsible for the shipping of the Products and bear all liability thereof. More specifically:
  - (i) The User is responsible for properly specifying shipping options for all Products to Customers, and the User shall provide the Customers and Jinius with the shipping, handling and any other charges for each Product, separate from the Product purchase price; and
  - (ii) The User shall deliver the Product to the Customer, substantially in accordance with the Product Offer. Title to and risk of loss of the ordered Product shall remain with the User until the delivery to the Customer has been completed. Jinius shall not have title to any Products at any time. The User shall be solely responsible for shipping Products in accordance with the time frame advertised through the Marketplace and shall notify the Customers of any delays via email. The User is solely responsible for (i) all shipping charges and for any costs or charges related to shipping-related issues, including for damages or lost Products, late shipments or misdelivery, as well as (ii) any duplicate or inaccurate shipments based on the User's retransmission of Customer Transaction files through the Marketplace.
- (c) If the User had indicated through its account on the Platform to make use of the Jinius delivery services, then Jinius will be responsible for the shipping of the Products.
- (d) The User shall not include in the packaging for Products any marketing materials that are not included as standard marketing materials with all of the User's product shipments. The User shall not include in its correspondence in connection with the Customer Transaction any marketing materials or links to any User or third party website, with the sole exception of links to shipping websites that permit the Customer to track shipment of their Customer Transaction.
- (e) The User is responsible for any non-delivery, delivery error, mistake, theft or act regarding the fulfilment and delivery of its Products, except to the extent caused by the Jinius' failure to properly process a Customer's delivery address verification during the purchase of the Products.

## 2.9 Cancellations and Returns

The User shall process all cancellations, returns, refunds, and/or price adjustments. The User shall stop or cancel any Customer Transaction if requested by Jinius, provided that if the Products have been transferred to a shipper, the User shall use commercially reasonable efforts to stop or cancel the delivery by the shipper. The User's return and refund policies for Products sold through the Marketplace shall at least comply with Applicable Laws and shall be no less favourable than the User's most favourable policies offered on the User's own website, or any third party website. The User shall notify Jinius of any material changes to the User's return, refund or price adjustment policies at least one (1) month prior to the User's implementation of such changes.



## 2.10 Refunds

This clause applies in case the Customer has exercised its rights of withdrawal.

The User shall be responsible for all non-cash refunds. If the User determines that a Customer is due a cash refund, then the User shall notify Jinius through its account on the Platform and include all related information requested by Jinius within fourteen (14) days from the date the User is notified by the Customer for a return request. The User may withhold the refund until he has received the Product back, or until the Customer has supplied evidence of having sent back the Product, whichever is the earliest. Jinius will send the refund request of the User to the third party payment service provider available on the Marketplace to perform the cash refund to the Customer through the Customer's original payment method if possible.

In no event shall Jinius have any liability whatsoever for non-cash or cash refunds, which shall be the exclusive responsibility of the User.

## 2.11 Customer Service

The User shall resolve all Customer service issues arising from the User's promotion, sale or order fulfilment of any Products. The User shall take reasonable measures to ensure that the Customers do not seek customer services for Products by approaching Jinius. Jinius may direct Customers to contact the User through the contact information provided by the User through its account on the Platform. If the User fails to timely respond to Customer service issues (or Jinius' requests in relation to such issues), without prejudice to Clause 9 and 13 of the Main Agreement, Jinius may suspend the User's account or Marketplace access, and take any other action it deems necessary to resolve the Customer service issue. If Jinius believes, in its sole discretion, that a Customer Transaction represents fraudulent activity, then Jinius may prohibit the Customer Transaction. Jinius shall not be liable to the User if any such action results in or prevents a Customer from completing a Customer Transaction, or causes a Customer to cancel a Customer Transaction.

## 2.12 Product Recalls

The User shall promptly, and in any event no later than twenty-four (24) hours after the User has received notice of a Recall affecting a Product, notify Jinius of such Recall. The User shall immediately cease all sales of the Product subject to a Recall. Further, the User shall:

- (a) take full responsibility for all matters associated with the Recall, including without limitation the timely notification of affected Customers and communication with any government agencies in relevant jurisdictions;
- (b) reimburse Jinius for any expenses and losses incurred by Jinius as a result of the Recall, including without limitation: refunds to Customers, lost profits, transportation costs, personnel time and any other administrative and operational costs associated therewith;
- (c) promptly inform Jinius upon becoming aware of any defect in the Products that could reasonably be expected to cause damage, illness, injury or death to humans, animals or property, or the non-compliance of Products with any Applicable Laws; and
- (d) cooperate with Jinius' efforts in connection with any Recall, including promptly providing any information Jinius reasonably requests and complying with any Recall-specific process set up by Jinius.





## 2.13 Card Schemes' rules

The User shall comply with the rules to which the third party payment service provider is a member (the 'Card Schemes' rules) and shall not engage in an activity that could cause harm to the Card Schemes' brand. The third party payment service provider shall have the right to prohibit the User from participating in the Card Scheme and to immediately stop depositing transactions between the Customer and the User for good cause or upon a request from the Card Scheme.

## 3. PAYMENTS

### 3.1 General

- (a) For each Customer Transaction, a third party payment service provider available on the Marketplace shall process the Customer Transaction and collect the Sales Proceeds. The amount of the Sales Proceeds is based on the price specified by the User in the Product Offer. Jinius and/or the third party payment service provider may, in their sole discretion, establish transaction limits on the value or amount of Customer Transactions.
- (b) On at least a weekly basis, unless otherwise agreed, the third party payment service provider shall transfer the amount of the Net Sales Proceeds collected by it on the basis of section 3.1(a) above to the User on a gross basis. The amount of the Net Sales Proceeds shall be determined by Jinius on the basis of the overview of completed Customer Transactions, which Jinius will provide to the third party payment service provider. Customer Transactions are considered completed at the earliest of the following events: i) if the User had indicated through its account on the Platform to make use of the Jinius delivery services: when the provider of the Jinius delivery services confirms the delivery of the Product at the Customer; ii) when the Customer has marked the Product "received" in the Marketplace or iii) ten (10) days after the User has accepted the relevant Customer Transaction / ten (10) days after the shipment of the Product.
- (c) In no event shall the third party payment service provider be required to transfer the Net Sales Proceeds to the User if the relevant third party payment service provider has not received the Customer's payment, or if such payment was only partial or has been refunded or charged back.
- (d) Jinius will send an invoice to the User on at least a weekly basis, unless otherwise agreed, relating to the Commissions to be paid in accordance with the applicable Commissions Grid. The Commissions will be transferred to Jinius by the third party payment service provider available on the Marketplace that collected the Sales Proceeds in accordance with section 3.1(a) above.

### 3.2 Suspension

Without prejudice to Clause 9 and 13 of the Main Agreement, in the event that Jinius reasonably suspects that the User has violated these Terms and Conditions, Applicable Laws, or is otherwise not performing within the reasonably expected levels of service, Jinius has the right to, in its sole discretion, withhold any payments due to the User, for the duration of the Jinius' investigation of any Customer claims or chargebacks and for the settlement of all amounts owed to Jinius.



## 4. USER INFORMATION AND FEEDBACK

The User shall, at each instance of communication with the Customer and in the Product Offer and its public user profile, provide Customers with contact information. Additionally, in accordance with Applicable Law, Jinius may provide Customers with the User's contact information, so that the Customers may communicate with the User directly. Jinius may, in its sole discretion, (i) ask Customers to rate or provide comments regarding Products or the User's performance, (ii) post any resulting ratings or comments on the Marketplace for public display. Jinius shall have no obligation with regard to the information (for example, Jinius has no obligation to verify the accuracy of the content), and Jinius shall incur no liability as a result of collecting, processing or sharing that information.

## 5. DATA USE

Without prejudice to Clause 6 of the Main Agreement, the User acknowledges and agrees that Jinius has the right to use User Content, User Data, Customer Data and all other information related to Customer Transactions for all business purposes, subject to the Jinius' compliance with Applicable Laws including the GDPR.

The User shall comply with Applicable Laws, including the GDPR, whenever it processes Customer Data. The User shall not use Customer Data for any other purpose than to further a Customer Transaction in accordance with these Terms and Conditions. Without limitation, the User shall not:

- (a) disclose or convey any Customer Data to any third party;
- (b) use any Customer Data to conduct customer surveys or for any marketing or promotional purposes; and
- (c) use any information about Customers obtained through the Marketplace, to directly solicit such Customers through any other sales channels.

## 6. CONFIDENTIAL INFORMATION

### 6.1 Obligation

To the maximum extent permitted by Applicable Laws, the User shall:

- (a) treat as confidential, and preserve the confidentiality of, all Confidential Information;
- (b) use Confidential Information solely for the purposes of exercising its rights or complying with its obligations hereunder;
- (c) not make any copies of Confidential Information unless expressly authorized by Jinius;
- (d) limit dissemination of the Confidential Information to personnel to whom disclosure is necessary to allow the User to exercise its rights or comply with its obligations hereunder, and on the condition that such personnel have agreed, in a written agreement no less protective than this Clause 6 to maintain the confidentiality of such Confidential Information;
- (e) promptly return or destroy all Confidential Information at the earlier of termination of these Terms and Conditions, or the Jinius' request; and



- (f) immediately notify Jinius upon discovery or suspicion of loss or unauthorized disclosure of any Confidential information, and use reasonable efforts to retrieve such Confidential Information.

## 6.2 Exception

The obligations of Clause 6.1 of this Appendix shall not apply to any information that:

- (a) was already in the possession of the User prior to the date of disclosure by Jinius, as proven by the User;
- (b) is or becomes publicly available through no fault of the User;
- (c) is obtained by the User from a third person, provided that such person had no obligation of confidence in respect of such information; or
- (d) is required to be disclosed pursuant to a valid judicial or administrative order if the User:
  - (i) provides timely written notice of such order to Jinius and reasonably cooperates with any efforts by Jinius to contest or limit the scope of such order, and
  - (ii) uses all reasonable efforts to limit the disclosure of such information and seek a protective order or an equivalent measure to protect the disclosure of such information.

## 7. REPRESENTATIONS AND WARRANTIES

### 7.1 User Warranties

The User hereby represents, warrants and covenants that:

- (a) as of the time of listing and delivery, all Products shall (i) be in compliance with all Applicable Laws, including, without limitation, Applicable Laws relating to marketing, consumer and product safety, product testing, labelling, pricing and packaging, (ii) be promoted, sold and delivered in accordance with these Terms and Conditions, and (iii) be merchantable and fit for their intended purpose, and pass without objection in trade;
- (b) it has (or shall have, prior to delivery) title to all Products and all rights necessary to transfer such rights and title to Customer free of any lien, pledge, hypothecation or other encumbrance, including without limitation all patent, copyright, trademark, service mark, trade secret or other intellectual property right required for its promotion, sale and delivery of Products to Customers;
- (c) it will not list any Product that it knows, or suspects is counterfeit, illegal, stolen or fraudulent, infringes any third-party intellectual property right, or that it otherwise does not have the right to sell;
- (d) it will comply with all Applicable Laws, including without limitation data protection and privacy laws, in performance of its rights and obligations hereunder;
- (e) it will perform its rights and obligations hereunder in a professional and commercially reasonable manner, in accordance with generally accepted industry standards;



- (f) all information or data uploaded or transmitted by or on behalf of the User through its account on the Platform, the Marketplace or Jinius is free from any virus, worm, defect, Trojan horse, software bomb or any other feature resulting in damage or degradation of the Platform, the Marketplace or any other website, application or system; and
- (g) it will not use the Marketplace to violate the security of, or gain unauthorized access to, any computer or computer network or other device or system, including without limitation unauthorized attempts to discover passwords or security encryption codes to use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Marketplace, collect any information about Customers or other users, or to reformat or frame any portion of the Marketplace.

## 7.2 Further Assurances

Upon the Jinius' request, the User shall promptly provide Jinius with (i) certificates of authenticity for Products, (ii) documentation (e.g. email verifications from the brand owner, supplier or Product manufacturer) demonstrating that the User has the right to sell the Products, (iii) documentation (e.g. email verifications from applicable rights holders) showing that the User is licensed or otherwise has a right to use any User Content, and (iv) documentation or certification demonstrating that the User complies with its obligations hereunder, including without limitation compliance with consumer product safety laws and authenticity of Products.

## 8. WARRANTY DISCLAIMER

THE MARKETPLACE, THE PLATFORM AND ANY RELATED WEBSITES, SOFTWARE AND SYSTEMS ARE PROVIDED ON AN "AS IS" BASIS. NEITHER JINIUS NOR ITS AFFILIATES OR THEIR SERVICE PROVIDERS OR LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (i) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, (ii) THAT THE MARKETPLACE, THE PLATFORM OR ANY RELATED WEBSITE, SOFTWARE OR SYSTEM WILL MEET THE USER'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR, AND (iii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAWS, JINIUS AND ITS AFFILIATES AND THEIR SERVICE PROVIDERS AND LICENSORS DISCLAIM ANY AND ALL SUCH WARRANTIES.

## 9. INDEMNITY

Jinius will not be liable towards the User, the Customer or any third party for any negligent or fraudulent acts or omissions of the User.

The User hereby agrees to indemnify Jinius for, and to hold Jinius harmless from, any loss or expense that Jinius may incur as a result of the User's negligent or fraudulent acts or omissions.

## 10. EFFECTS OF TERMINATION

This Appendix cannot be terminated separately from the Main Agreement.

Upon termination in accordance with Clause 13 of the Main Agreement, and unless otherwise requested by Jinius in writing:



- (a) The User shall fulfil all pending Customer Transactions;
- (b) The User shall continue providing Customer support for sold Products and process any returns for its Products that it receives from Customers following the date of termination.

Upon termination Jinius, may, in its sole discretion, call all open Customer Transactions and remove all Product Offer from the Marketplace.