

# Shopmatic Terms of Service & Privacy Policy

Last Updated: 5 June 2017

Welcome to Shopmatic!

The following terms and conditions (“Terms of Service”) together with our Privacy Policy (“Privacy Policy”) (collectively, the “Shopmatic Terms”) govern your use of the Platform and/or the Services.

The Shopmatic Terms constitute a binding and enforceable legal contract between you and Shopmatic Pte. Ltd. and its Affiliates and Partners – so please read them carefully.

By using the Platform and/or using the Services, you agree to be bound by the Shopmatic Terms. If you do not agree to the Shopmatic Terms, do not access and/or use this Platform or the Services.

## 1 Definitions and Interpretation

1.1 Unless otherwise defined, the definitions and provision in respect of interpretation set out in Schedule 1 (“Definitions and Interpretation”) will apply to these Terms of Service.

## 2 Shopmatic Account

2.1 You must be at least 18 years or older or at least the age of majority in the jurisdiction where you reside or from which you use the Services.

2.2 In order to access and use our Services, you must sign up and open an Account with, Shopmatic, our Affiliates or our Partners by providing your valid email address and any other information indicated as required.

2.3 Subject to Clause 2.4 below, the person signing up and opening an Account will be considered the Account owner and contracting party for the purposes of our Terms of Service and will be the person authorised to use the Account in connection with the Services.

2.4 If you are opening an Account on behalf of your employer, your employer will be the Account owner and you represent and warrant that you have the authority to act on behalf of the employer and bind your employer to the Shopmatic Terms.

2.5 You warrant that all particulars and information provided in the creation of your Account are complete, true and accurate. You shall ensure that such personal particulars and information are kept updated in the User profile.

2.6 You are solely responsible for activity that occurs on your Account and shall be responsible for maintaining the security and confidentiality of your password to your Account. You shall never use another User’s Account. You must notify us immediately if you have knowledge that or have reasons for suspecting that the confidentiality of your password has been compromised or if there has been any unauthorised use of your Account or any other known Account-related security breach.

2.7 We shall not be liable for any losses or damages incurred as a result of Your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

2.8 If You have reason to believe that your Account details have been obtained by another without consent, you should contact us, our Affiliates and our Partners immediately to disable Your Account.

- 2.9 In the event of a dispute regarding Account ownership, we may temporarily disable an Account until a resolution has been determined between the disputing parties. We reserve the right to determine and/or grant ownership to an Account based on our reasonable judgment, whether or not an independent investigation has been conducted by us. We reserve the right to request for any documentation to determine or confirm Account ownership. However, if we cannot make such determination (as we may deem in our sole discretion), we reserve the right to avoid doing so, without liability to you or to any other party.

### 3 Privacy

- 3.1 As part of using the Services (and Third Party Services available on the Platform), Shopmatic and Third Party Services may require the collection, access and use of personally identifiable information pertaining to you and End Users including the activities or navigation undertaken by you and End Users through the Services and/or User Websites. You acknowledge and agree that our Privacy Policy and each such Third Party Services' privacy policy govern such activities.

### 4 General use of Services and/or access to Platform

- 4.1 **Your Obligations.** You undertake and agree to:
- 4.1.1 Comply with any and all guidelines, notices, operating rules and instructions pertaining to the use of the Services and/or access to the Platform, as may be amended by us from time to time;
  - 4.1.2 Be solely and fully responsible for all activities that occur under your Account and/or User Website and for any of your User Content, whether or not authorised by you;
  - 4.1.3 Comply with all applicable laws including any specific laws applicable to you and your End Users;
  - 4.1.4 Regularly save and back up any of your User Content and information pertaining to your End Users, your User Products and any applications or Third Party Services used by you.
- 4.2 **Restricted Activities.** You agree and undertake not to:
- 4.2.1 Use the Platform or Services for illegal or unauthorised purposes;
  - 4.2.2 Post, promote or sell through the Platform or Services any Prohibited Products;
  - 4.2.3 Post, transmit or display any User Content in a context which may be deemed as scandalous, defamatory, libellous, obscene, profane, harassing, threatening, abusive, racist, offensive, inflammatory, deceptive or fraudulent, encouraging unlawful conduct, or which otherwise violates the rights of Shopmatic or any third party (including any intellectual property rights privacy rights, contractual rights);
  - 4.2.4 Upload, post or transmit any information, content, or proprietary rights that you do not have a right to transmit;
  - 4.2.5 Copy, duplicate, reverse engineer, sell, resell or exploit any portion of the Services or copyrightable materials or any other content on the Platform which is or may be subject to intellectual property rights without the express written permission of Shopmatic;
  - 4.2.6 Purchase search engine or other pay per click keywords (such as Google AdWords) or domain names that use Shopmatic or Shopmatic's trademark and/or variations and misspellings thereof;
  - 4.2.7 Remove existing Shopmatic trademarks and logos on the templates;
  - 4.2.8 Impersonate any person or entity or provide false information on the Platform and/or User Website;
  - 4.2.9 Falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely expressly or imply that Shopmatic or any third party endorses you, your User Website or your User Products;
  - 4.2.10 Attempt to gain unauthorised access to any part of the Platform, the server(s) on which the Platform is stored, or any other server, computer or database connected to the Platform and the Services;
  - 4.2.11 Use or upload any software or material that contains, or which you have a reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Platform's data or damage or interfere with the operation of the Platform and/or Services;
  - 4.2.12 Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or Shopmatic's systems or networks connected to the Services, attack the Platform by

- means of a denial of service attack, a distributed denial of service attack, spam or otherwise interfere with or disrupt the operation of any of the Services or the servers or networks that host them;
- 4.2.13 Act in a manner that may be perceived as damaging our reputation and goodwill or which brings Shopmatic into disrepute or harm;
  - 4.2.14 Abuse in verbal or written form (including threats of abuse or retribution) any of our customers, employees, our officers or members.
- 4.3** By breaching the provisions of the Shopmatic Terms, You may be committing a criminal offence under the Computer Misuse and Cybersecurity Act (Cap. 50A). We will report such breaches to the relevant authorities and We will cooperate fully with those authorities by disclosing your identity to them.
- 4.4 If you materially breach the provisions of Shopmatic Terms, we reserve the right to take one or more of the following actions:
- 4.4.1 issue a written warning to you;
  - 4.4.2 commence legal proceedings against you;
  - 4.4.3 any other actions which we deem reasonably appropriate under the circumstances.
  - 4.4.4 shut down your website and/or contents
- 4.5** We exclude any and all liability arising out of any actions (including, but not limited to those set out above) that we may take in response to breaches of the Shopmatic Terms.
- 4.6 **Our Rights.** We reserve the right to:
- 4.6.1 Monitor, screen and remove any Users or User Content on the Platform. We may in our sole discretion, investigate any violation of the Terms of Service and may take action we deem appropriate;
  - 4.6.2 Restrict access to, suspend or close your Account for any reason whatsoever at any time;
  - 4.6.3 Report any activity we suspect to be in violation of any applicable law to the appropriate authorities and cooperate with such authorities;
  - 4.6.4 Request any information from you in connection with your use of the Services and/or access to the Platform at any time;
  - 4.6.5 Provide our Services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that our employees and contractors may also be our merchants and that they may compete with you, although they may not use your confidential information in doing so.

## 5 User Content and User Products

- 5.1 **Our Layout Templates.** You may modify Shopmatic's layout templates to suit your User Website. We may add or modify the footer that refers to Shopmatic at its discretion at any time. You must not copy, duplicate, reverse engineer, sell, resell or exploit any content on the layout templates which is or may be subject to intellectual property rights. We may modify the layout template in our sole discretion where we believe there is an element that may be unlawful, offensive, threatening or otherwise objectionable or that it violates any person's intellectual property rights, even if you have received the template in that condition. We may modify the design to reflect technical changes and updates as required.
- 5.2 **Domain name.** If a sub-domain or a custom domain name is obtained through or by Shopmatic that sub-domain or custom domain name is owned by Shopmatic and is not transferrable to you. Such sub-domain or custom domains will be pre-set to automatically renew each year so long as your Account remains active. If you own your custom domain name, you are solely responsible for handling all matters related to your custom domain with your domain provider.
- 5.3 **User Content.** You are responsible for ensuring that the User Content is (and will continue to be) true, current, non-infringing upon any third party rights, not part of the sample products from the template design, and in no way unlawful for you to possess, post, display or sell in the country in which you or your End Users reside, or for Shopmatic and/or End User to use or possess in connection with the Services. By uploading the User Content, you agree to allow other internet users to view your User Content; b) allow Shopmatic to display and store your User Content; c) Shopmatic can at any time, review and/or edit your User Content at any time and for any reason, without notice.

- 5.4 **Sale of User Products.** You are solely responsible for the User Products and any sale transaction that occurs in respect of the User Products on your User Website. We are merely providing a platform for you to manage your online sale activities. We are not involved in your relationship and/or any transaction with any actual or potential buyer of your User Products.

## 6 Intellectual Property

- 6.1 **Your Intellectual Property.** You shall own all intellectual property pertaining to your User Content including to any designs, images, fonts, logos, illustrations, photographs, compositions, artworks, interfaces, text, literary. You grant us a worldwide right to use your Trademark on our Platform and/or Services for the purpose of providing our Services to you and identifying and referring to your business and your products and services for marketing or promotional activities.
- 6.2 **Our Intellectual Property.** All rights, title and interest in and to the Services, including any copyrightable materials, are owned by or licensed to Shopmatic. Subject to your compliance with the Shopmatic Terms and timely payment of all applicable Fees, we hereby grant you, upon creating your Account and as long as we provide with our Services, a non-exclusive, non-transferable, non-sub licensable, fully revocable, limited licence to use the Services for the purpose of displaying your User Website and offering your products and services to the End Users, solely as expressly permitted under the Term of Service and solely within the Services.
- 6.3 **Trademarks.** The Trademarks are registered and unregistered trademarks of ours or Third Party Services. Nothing on the Platform or in these Terms of Service shall be construed as granting, by implication, estoppel or otherwise any license or right to use any Trademarks displayed on the Platform, without our written consent or any other applicable trademark owner.
- 6.4 You shall not without our prior written approval:
- 6.4.1 use any Trademarks in relation to any product, service, merchandise or website;
- 6.4.2 copy, reproduce, adapt, modify, distribute, publish, post, or otherwise use or exploit any Content on the Platform in any way or for any purpose;
- 6.4.3 distribute or make any part of the Platform over any other website or any network;
- 6.4.4 hyperlink or in-link the Platform and/or any Trademarks to any website;
- 6.4.5 frame or otherwise incorporate into another website any of the Content or other materials on the Platform.
- 6.5 Whilst you may use the Trademarks or the Platform in a descriptive manner, you shall not refer to the Trademarks or the Platform in any way to suggest that you or your website is affiliated to or is endorsed by Shopmatic, its affiliates, associates, business partners or service providers.

## 7 Fees and Payment

- 7.1 **Subscription Fees.** To utilize the Shopmatic platform, you are required to subscribe directly to Shopmatic or through our appointed Partner(s).
- 7.2 **Invoices.** Shopmatic or our appointed Partner may issue an invoice to you or make this available to you electronically for the payment of Fees ("Invoice").
- 7.3 **Taxes.** The Fees are exclusive of Taxes and you shall be responsible for payment of all applicable Taxes relating to your use of the Services or to any payments made by you.
- 7.4 **Refunds.** We do not provide refunds, pro-rata or otherwise.

## 8 Third Party Services

- 8.1 We may from time to time enable you to engage with, provide you with access to Third Party Services for your use.
- 8.2 Your purchase, access or use of any such Third Party Services is solely between you and the applicable Third Party Services provider. Any use by you of the Third Party Services offered through the Platform or

Services is entirely at your own risk and discretion and will be subject to the terms applicable to such Third Party Services, which you agree to be bound by.

- 8.3 Any accounts you open with the Third Party Service providers must be maintained by you and it is your responsibility to close them if you no longer use such Third Party Services.
- 8.4 If any disputes arise in respect of Third Party Services, such disputes must be resolved with the applicable Third Party Services provider.
- 8.5 If you enable Third Party Services for use with the Services, you grant us permission to allow the applicable Third Party Service provider to access your data and to take any other actions as required in order to provide Third Party Services and Services. Any exchange of data or interaction between you and the Third Party Services provider is solely between you and such Third Party Services provider. Shopmatic is not responsible or liable for any disclosure, modification or deletion of your End User data or User Content, or for any corresponding losses or damages you may suffer as a result of access by a Third Party Services provider to your End User data or User Content.
- 8.6 You acknowledge that Shopmatic has no control over Third Party Services and is not responsible or liable to you for such Third Party Services. The availability of Third Party Services through our Platform and/or Services or the integration or enabling of the Third Party Services with the Services does not constitute or imply endorsement, authorisation, sponsorship or affiliation by or with Shopmatic. We recommend that you seek advice before using or rely on Third Party Services to ensure they will meet your needs.

## 9 Changes to the Services and Fees

- 9.1 We reserve the right at any time to modify, suspend or discontinue the Services (or any features thereof) without notice to you. We shall not be liable to you or any third party for any modification, Fee change, suspension or discontinuance of the Services.

## 10 Cancellation and Termination

- 10.1 **Cancellation by You.** You may cancel your Account at any time.
- 10.2 **Cancellation by Us.** Failure to comply with any of the Shopmatic's Terms (including payment of due Fees and undertaking not sell any Prohibited Products) shall entitle Shopmatic to suspend or cancel your Account and User Website as well as the provision of any related Services or Third Party Services to you. Shopmatic and our Partners shall not be liable to you for such suspension or termination. For the avoidance of doubt, the suspension or termination shall not prejudice our rights against you for any breach of the Shopmatic Terms, for any amounts due or other obligations accrued prior to such suspension or termination.
- 10.3 **Termination of Services.** Upon cancellation of your Account by either party for any reason:
  - a) Shopmatic will cease providing Services to you and you will no longer be able to access your Account on the expiry of the then current subscription period;
  - b) You will not be entitled to any refunds of any Fees, pro rata or otherwise;
  - c) Your automatically renewed subscriptions will be discontinued upon the expiration of the then-current subscription period for which you have already made payment.
  - d) If a sub-domain or custom domain name was obtained through or by Shopmatic, that custom or sub domain name will not be transferred to you and will no longer be automatically renewed.
  - e) Your User Content, End User data or other usage data may be deleted after 7 days from the Services after the expiry of the current subscription plan;
  - f) Your User Website will be taken offline.
  - g) Any preferential rates you receive in respect of the Third Party Services will cease on the expiry of the then current subscription period.

## 11 Notices

- 11.1 **Notices from us.** We may provide you with notices in any of the following methods: (a) via the Platform, including by a banner or pop-up in the Platform, your Account or elsewhere; (b) by email, sent to the

email address you provided to us; and (c) through any other means, including any phone number or physical address you provided to us. Shopmatic's notice to you will be deemed received and effective within twenty-four (24) hours after it was published or sent through any of the foregoing methods, unless otherwise indicated in the notice.

## **12 Disclaimer of Warranties**

12.1 **No representations or warranties.** The Platform and/or Services are provided on an "as is" and "as available" basis. All data and/or information contained in the Platform and/or the Services are provided for informational purposes only. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose are given in conjunction with the Platform and the Services. Without prejudice to the generality of the foregoing, we do not warrant:

- a) the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the Platform, the Services or User Website;
- b) the Platform or the Services will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected;
- c) that the Platform or the Services are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros. You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks ; and
- d) the security of any information transmitted by you or to you through the Platform or the Services.

## **13 Reporting of Copyright Infringement**

- 13.1 If anybody believes that one of our merchants has copied or otherwise used their work in a way that constitutes copyright infringement, please contact the relevant customer support team.
- 13.2 Upon receiving such a notice, we may remove or disable access to the allegedly infringing User Content. Once provided with a notice of takedown, you can reply with a counter notification to object to the complaint. The original complainant has fourteen (14) days after we receive a counter notification to seek a court order restraining the merchant from engaging in the infringing activities, otherwise we will restore the relevant User Content.

## **14 Limitation of Liability**

- 14.1 Shopmatic, its officers, directors, employees and agents shall not be liable to you or the End User for any loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever even if Shopmatic has been advised of the possibility of such damage, including any damages resulting from (1) any access, use or inability to use the Platform or the Services; (2) errors, mistakes or inaccuracies of or in any content (including User Content) made available through the Platform and/or through the Services; (3) any unauthorised access to or use of our servers and/or any personal information and/or other information stored herein; (4) any interruption or cessation of transmission to or from the Services; (5) your use of the Third Party Services or use of or access to any other website linked to the Platform.
- 14.2 Shopmatic shall not accept any liability arising out of any disruption or non-availability of Platform or the Services due to external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

## **15 Indemnity**

- 15.1 You agree to defend, indemnify and hold harmless Shopmatic, our officers, directors, shareholders, employees, affiliates and agents, Shopmatic partners from and against any and all claims, damages, obligations, losses, liabilities, costs (including attorney fees) arising from (a) your breach of any term of the Terms of Service or any other Shopmatic Terms; (b) your breach of any third party right, including any copyright, property, or privacy right, resulting from your User Website or User Content and your use

of the Services or Platform; and (c) any other type of claim that your User Website and/or User Content caused damage to a third party.

- 15.2 In addition, Shopmatic may use whatever information that is available about you to stop any such breach or the Shopmatic Terms, any unlawful or inappropriate use of the Platform and Services, including informing any third party we deem appropriate of such breach or use and/or disclosing your personal information to such third party .

## 16 General

- 16.1 **Amendments.** You acknowledge and agree that we may amend the Shopmatic Terms at any time by posting the relevant amended and restated Shopmatic Terms on the Platform and such amendments to the Shopmatic Terms are effective as of the date of posting. You should check these Shopmatic Terms periodically for, and read carefully, any such amended Terms. In the event of any conflict between the current version of Shopmatic Terms and any previous version(s), the provisions that are current and in effect shall prevail unless it is expressly stated otherwise. Your continued use of the Platform and/or Services after such date constitutes your agreement to, and acceptance of, the amended Shopmatic Terms. If you do not agree to any changes to the Shopmatic Terms, you must stop accessing or using the Platform and the Services and terminate the Shopmatic Terms.
- 16.2 **Acknowledgement of Acceptance.** By clicking “Accept”, “Agree”, “Submit”, “Sign up” or “Continue” or taking any other action signifying your assent when prompted in relation to the Shopmatic Terms, the Services or any transaction on the Platform, you shall be deemed to have read, understand and agreed to the terms and conditions of such services or, and such act of clicking “Accept”, “Agree”, “Submit”, “Sign up” or “Continue” or taking any other action signifying your assent shall also constitute an acceptance in accordance with Section 11 of the Electronic Transactions Act (Cap. 88).
- 16.3 **Governing Law.** Use of the Platform and/or the Services and the Terms of Service will be governed by and construed in accordance with the laws of Singapore and you hereby submit to the exclusive jurisdiction of the Singapore courts. The United National Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service and is hereby expressly excluded.
- 16.4 **Entire Agreement.** The Shopmatic Terms constitute the entire agreement between you and Shopmatic and govern your use of the Platform and/or Services, superseding any prior understandings, communications and agreements between you and Shopmatic (including but not limited to, any prior versions of the Shopmatic Terms).
- 16.5 **No waiver.** No waiver of any breach or default of any of the Terms of Service shall be deemed to be a waiver of any preceding or subsequent breach or default.
- 16.6 **Severability.** If any provision of the Terms of Service is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remain provisions of the Terms of Service.
- 16.7 **Sub-contracting and delegation.** We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the Platform and/or Services and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.
- 16.8 **Binding and conclusive.** You acknowledge and agree that any records (including records of any telephone conversations relating to the Services, if any) maintained by us or our service providers relating to or in connection with the Platform and/or Services will be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you.
- 16.9 **Assignment.** You may not assign your rights under these Terms of Service without our prior written consent which Shopmatic may refuse in its sole discretion. Any attempt by you to assign your rights under the Terms of Service without Shopmatic’s prior explicit and written consent will be null and void. We may assign our rights under these Terms of Service to any third party.
- 16.10 **Third Party Rights.** A person who is not a party to this User Agreement shall not have or acquire any right to enforce any term of the Shopmatic Terms (including, but not limited to, any right to enforce or have the

benefit of any exclusion or limitation of liability contained in this User Agreement) under the Contract (Right of Third Parties) Act, Chapter 53B of Singapore. This Clause shall override any other provision in the Shopmatic Terms that is or may be inconsistent with it.

- 16.11 **Force Majeure.** We will not be liable to you or any third party for any failure by us to perform our obligations under the Terms of Service in the event that such non-performance arises as a result of the occurrence of an event beyond our reasonable control, including an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder or other event of force majeure.
17. **Support.** If you have signed up for the use of the Platform and/or the Services through our appointed Partners, kindly direct all queries relating to the Platform and/or Services, as well as any request for technical support to the relevant Partner.

## SCHEDULE 1 - DEFINITIONS AND INTERPRETATIONS

### 1. Definitions

- 1.1. **"Account"** or **"Shopmatic Account"** means an account you have with Shopmatic for the purpose of using the Services.
- 1.2. **"Affiliate"** means a company that is a direct or indirect subsidiary of Shopmatic Pte. Ltd. or otherwise related to Shopmatic through common ownership or control.
- 1.3. **"Authorised Card"** means a valid credit or debit card you provide to us for the payment of Fees.
- 1.4. **"Chargeback"** has the meaning set out in Clause 7.8.
- 1.5. **"Content"** includes, but is not limited to, texts, photographs, images, illustrations, audio clips, video clips, files, photographs, logo's, slogans or any other material that is published on the Platform;
- 1.6. **"End User"** means visitors and users of your User Website.
- 1.7. **"Fees"** means the fees, as determined by Shopmatic in its sole discretion, applicable to your use of the Services.
- 1.8. **"Invoice"** has the meaning set out in Clause 7.5.
- 1.9. **"Partner"** means an entity who that has an agreement with Shopmatic to deliver, resell or whitelabel the Shopmatic services to the User.
- 1.10. **"Platform"** means (a) both the web and mobile versions of the websites operated and/or owned by Shopmatic which include the following URL: **www.goshopmatic.com, www.goshopmatic.sg, www.goshopmatic.in and www.goshopmatic.hk, www.goshopmatic.com/in/mobile, www.myshopmatic.com, www.myshoptiq.com** and (b) the mobile applications made available from time to time by Shopmatic, including the iOS and Android versions.
- 1.11. **"Prohibited Product"** means any product, content or services set out in in Schedule 2 ("Prohibited Product List") or otherwise prohibited from being posted, promoted or sold through the Platform or the Services.
- 1.12. **"Services"** means services, information and functions made available by us at the Platform.
- 1.13. **"Shopmatic", "we", "our", and "us"** means Shopmatic Pte. Ltd., a Singapore company with registered address 160 Robinson Road, SBF Centre, #19-04, Singapore 068914 and its Affiliates.
- 1.14. **"Taxes"** means all applicable taxes (including value added tax, sales tax, goods and services tax, etc.), levies or duties imposed by taxing authorities.
- 1.15. **"Third Party Services"** means third party software, applications, products, services that we make available through the Platform and/or Services.
- 1.16. **"Trademark"** means the trademarks, service marks, trade names and logos used and displayed on the Platform.
- 1.17. **"User"** or **"you"** means each visitor or user of the Platform and/or Services.
- 1.18. **"User Content"** means any data, graphics, photos and links that is uploaded on your User Website.
- 1.19. **"User Product"** means any product, content or services sold through your User Website.
- 1.20. **"User Website"** means the website, online store created by you on the Platform and/or using our Services.

### 2. Interpretation

- 2.1. Whenever the words "include", "includes" or "including" are used, they will be deemed to be followed by the words "without limitation".
- 2.2. Unless expressly indicated otherwise, all references to a number of days mean calendar days and the words "months" or "monthly" as well as all references to a number of months means calendar months.
- 2.3. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms of Service.

In the event of a conflict or inconsistency between any two or more provisions under these Terms of Service, whether such provisions are contained in the same or different documents, such conflict or inconsistency shall be resolved in Shopmatic's favour and the provision which is more favourable to Shopmatic shall prevail.

## SCHEDULE 2 - PROHIBITED PRODUCT LIST

1. Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services.
2. Body parts which include organs or other body parts.
3. Bulk marketing tools including email lists, software or other products enabling unsolicited email messages (spam).
4. Cable descramblers and black boxes including devices intended to obtain cable and satellite signals for free.
5. Child pornography which includes pornographic materials involving minors.
6. Copyright unlocking devices including Mod chips or other devices designed to circumvent copyright protection.
7. Copyrighted media including unauthorised copies of books, music, movies, and other licensed materials.
8. Copyrighted software which includes unauthorised copies of software, video games and other licensed or protected materials, including OEM or bundled software.
9. Counterfeit and unauthorised goods which include replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association, fake autographs, counterfeit stamps and other potentially unauthorised goods.
10. Drugs and drug paraphernalia which include illegal drugs and drug accessories, herbal drugs like salvia and magic mushrooms.
11. Drug test circumvention aids which includes drug cleansing shakes, urine test additives and related items.
12. Endangered species which includes plants, animals or other organisms (including product derivatives) in danger of extinction.
13. Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content.
14. Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles.
15. Hacking and cracking materials which include manuals, how-to guides, information, or equipment enabling illegal access to software, servers, watomites, or other protected property.
16. Illegal goods which includes materials or products promoting illegal goods or enabling illegal acts.
17. Miracle cures which include unsubstantiated cures, remedies or other items marketed as quick health fixes.
18. Offensive goods which includes literature, products or other materials that: a) defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors b) encourage or incite violent acts; and/or c) promote intolerance or hatred.
19. Offensive goods, crime which includes crime scene photos or items, such as personal belongings associated with criminals.
20. Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a licensed medical practitioner.
21. Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances.
22. Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants, chemical/industrial solvents, government uniforms, car titles or logos, license plates, police badges and law enforcement equipment, lock-picking devices, pesticides; postage meters, recalled items, slot machines, surveillance equipment; goods regulated by government or other agency specifications.
23. Securities, which includes stocks, bonds, or related financial products.
24. Tobacco and cigarettes including cigarettes, cigars, chewing tobacco, e-cigarettes and related products.
25. Traffic devices including radar detectors/jammers, license plate covers, traffic signal changers, and related products.
26. Weapons which include firearms, ammunition, knives, brass knuckles, gun parts, and other armaments.
27. Wholesale currency including discounted currencies or currency exchanges.
28. Live animals or hides/skins/teeth, nails and other parts etc. of animals.
29. Multi-Level Marketing collection fees.
30. Matrix sites or sites using a matrix scheme approach.
31. Drop-shipped merchandise.
32. Any other products or service which is not in compliance with applicable laws and regulations in which your business is located.

## Shopmatic Privacy Policy

Shopmatic collects email addresses of people who send us emails. We also collect information on activities on the pages that user's access and information provided to us by users via surveys and site registrations. Such information may contain personal data about you including but not limited to your address, phone numbers and other personal details.

Shopmatic protects personal information. We are not allowed to disclose such personal information without your written permission. However, certain information collected from you and about you is used within the context of providing our services to you. The individual identifying information we collect is not shared with, sold or rented to others except under certain circumstances and which your use of the Service is deemed to provide to us as a valid consent to disclose the following:

1. Shopmatic may share personal information in order to investigate, prevent, or take action regarding suspected illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Shopmatic's terms of use, where required to defend itself in legal action, as required by law enforcement or a court order or as otherwise required by law.
2. Shopmatic engages other companies to provide services on our behalf and may need to share your information with them in order to continue to provide products and services to you. Shopmatic may also share your information to provide products or services you have requested or when we have your permission.
3. We will transfer information about you if Shopmatic is acquired by or merged with another company. In this event, Shopmatic will notify you by email or by putting a prominent notice on the Shopmatic web site before information about you is transferred and becomes subject to a different privacy policy.

What we do with your information:

1. The term "Personal Information" as used herein is defined as any information that identifies or can be used to identify, contact or locate the person to whom such information pertains. The Personal Information that we collect will be subject to this Privacy Policy as amended from time to time.
2. When you register for Shopmatic we ask for your name, company name, email address, billing address, credit card information.
3. Shopmatic uses the information we collect for the following general purposes: products and services provision, billing, identification and authentication, services improvement, contact and research.
4. As part of the buying and selling process on Shopmatic, you will obtain the email address and/or shipping address of your customers. By entering into our User Agreement, you agree that, with respect to other users' Personal Information that you obtain through Shopmatic or through a Shopmatic-related communication or Shopmatic-facilitated transaction, Shopmatic hereby grants you a non-exclusive license to use such information only for Shopmatic-related communications that are not unsolicited commercial messages.

5. Shopmatic does not tolerate spam. Therefore, you are not allowed to add the name and/or contact details of anyone who has purchased an item from you, to your mail list (email or physical mail) without their express consent.

#### Security:

1. The security of your personal information is important to us. When you enter sensitive information, such as credit card number on our registration form, we encrypt the transmission of that information using secure socket layer technology (SSL).
2. While we strive for utmost security through commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.
3. Shopmatic does not store documentation or credit card details of merchants or buyers.

#### Disclosure:

1. Shopmatic may use third party service providers to provide certain services to you and we may share Personal Information with such service providers. We require any company with which we may share Personal Information to protect data in a manner consistent with this policy and to limit the use of such Personal Information for the performance of services for Shopmatic.
2. Shopmatic may disclose Personal Information under special circumstances, such as to comply with court orders requiring us to do so, to defend ourselves in a legal action or when your actions violate the Terms of Service.
3. We do not sell or otherwise provide Personal Information to other companies for the marketing of their own products or services.

#### Client Data Storage

1. Shopmatic owns the data storage, databases and all rights to the Shopmatic application. By entering into our user agreement, you are acknowledging that both you and your customers are entering into the Shopmatic ecosystem.
2. Shopmatic may, from time to time promote your business to customers across the Shopmatic ecosystem. This will only be done with your direct consent.

#### Google Analytics and Remarketing

1. We use a service provided by Google called Google Analytics (GA). GA permits us to reach people who have previously visited our site, and show them relevant advertisements when they visit other sites across the Internet on the Google Display Network. This is called 'remarketing'.

#### Changes to this Privacy Policy:

1. We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here or by means of a notice on your dashboard so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

If you, for yourself or on behalf of the person(s), you are representing with respect to Shopmatic services do not agree to any of the forgoing terms, you must discontinue the registration process and discontinue your use of the services. If you are already a member, cancel your account.

Beginning now, any continuation by you in using the Services constitutes for you or those represented by you an expressed affirmation and commitment to be or continue to be legally bound by these terms.

Shopmatic

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