

SHOPFORME GLOBAL LTD

CONDITIONS OF USE

Last Updated: _____

Welcome to Shopforme Global Ltd (“Shopforme,” “we,” “our,” or “us”).

These Conditions of Use (“Conditions”) govern your access to and use of the Shopforme website, mobile applications, marketplaces, digital platforms, APIs, software, products, services, content, tools, artificial intelligence systems, analytics solutions, data services, integrations, communications channels, and related technologies (collectively, the “Platform”).

By accessing, browsing, registering for, purchasing through, selling through, subscribing to, integrating with, contributing to, or otherwise using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Conditions, our Privacy Policy, and any additional policies, guidelines, notices, agreements, service terms, or program requirements referenced herein.

If you do not agree to these Conditions, you must immediately discontinue use of the Platform.

1. About Shopforme

Shopforme is a global commerce, agricultural technology, sourcing, procurement, logistics, traceability, financing, sustainability, supply chain management, trade facilitation, and market access platform that connects farmers, cooperatives, aggregators, processors, exporters, importers, distributors, retailers, wholesalers, manufacturers, logistics providers, financial institutions, insurers, certification bodies, government agencies, development organizations, technology providers, service providers, investors, and buyers across multiple jurisdictions and industries.

Shopforme may facilitate product discovery, communications, negotiations, transactions, payments, financing, insurance coordination, inspections, logistics, warehousing, customs

support, compliance services, trade documentation, digital recordkeeping, supply chain visibility, sustainability initiatives, environmental and carbon reporting, commodity intelligence, inventory management, procurement management, supplier onboarding, quality assurance programs, digital certification management, business networking, market intelligence, analytics, forecasting, training, advisory services, digital identity solutions, data exchange services, and other related commercial, operational, and technology-enabled services.

Unless expressly stated in a separate written agreement, Shopforme is not the owner, producer, manufacturer, importer, exporter, seller, reseller, broker, agent, distributor, or buyer of products listed by third parties and does not assume responsibility for the quality, safety, legality, authenticity, availability, suitability, regulatory compliance, labeling accuracy, storage conditions, transportation handling, sustainability claims, ethical sourcing practices, or fitness for any particular purpose of products or services offered by users.

2. Eligibility

To use the Platform, you must:

- Be at least 18 years of age or the age of legal majority in your jurisdiction.
- Have the legal capacity and authority to enter into binding agreements.
- Provide accurate, current, and complete information.
- Comply with all applicable laws, regulations, sanctions, and trade requirements.
- Not be prohibited from using the Platform under applicable law.
- Maintain any licenses, permits, registrations, certifications, or approvals required for your activities on the Platform.

If you register or act on behalf of a company, cooperative, government entity, partnership, non-profit organization, educational institution, association, trust, or other

legal entity, you represent and warrant that you have authority to bind that entity to these Conditions.

3. User Accounts

Users are responsible for:

- Maintaining the confidentiality and security of account credentials.
- Restricting access to their accounts and devices.
- Ensuring account information remains accurate and up to date.
- Monitoring account activity.
- Promptly notifying Shopforme of any unauthorized access, security breach, or suspected misuse.
- Maintaining adequate cybersecurity, password management, and access controls where applicable.

You are responsible for all activities conducted through your account unless otherwise required by applicable law.

Shopforme reserves the right to refuse registration, suspend, restrict, verify, terminate, merge, deactivate, or otherwise manage accounts at its discretion where fraud, abuse, security concerns, legal risks, policy violations, inactivity, inaccurate information, or other harmful activities are suspected.

4. Verification and Compliance Checks

To maintain trust, security, and regulatory compliance, Shopforme may conduct identity verification, business verification, supplier verification, buyer verification, cooperative verification, export verification, sanctions screening, anti-money laundering checks, know-your-customer (KYC) procedures, beneficial ownership reviews, politically exposed person (PEP) screening, fraud prevention reviews, adverse media screening,

trade compliance reviews, supply chain due diligence assessments, environmental and social compliance reviews, and other compliance assessments.

Users agree to provide requested documentation and information promptly and accurately. Submission of information does not guarantee approval, certification, verification status, transaction eligibility, financing eligibility, preferred supplier status, marketplace visibility, participation in programs, or continued access to the Platform.

Shopforme may reject, suspend, revoke, or modify verification status at any time where permitted by law.

5. Marketplace Conduct

Users agree not to:

- Provide false, misleading, inaccurate, or incomplete information.
- Misrepresent products, certifications, origin, quality, quantity, pricing, sustainability claims, or services.
- Engage in fraud, deception, money laundering, bribery, corruption, or unlawful conduct.
- Circumvent Platform processes, fees, controls, or security measures.
- Manipulate ratings, reviews, rankings, analytics, or transaction records.
- Violate intellectual property, privacy, publicity, confidentiality, or proprietary rights.
- Upload viruses, malware, harmful code, or malicious content.
- Interfere with Platform operations or other users.
- Engage in unfair competition, deceptive trade practices, market manipulation, or anti-competitive conduct.
- Use automated systems to scrape, harvest, or extract data without authorization.

- Attempt unauthorized access to systems, networks, databases, or accounts.
- Use the Platform to distribute spam, unsolicited communications, or misleading marketing materials.
- Facilitate prohibited goods, restricted products, or unlawful transactions.

6. Product Listings and Information

Users are solely responsible for ensuring that all listings, descriptions, specifications, certifications, images, videos, pricing information, availability details, regulatory disclosures, and representations are accurate, lawful, and current. Users further represent that they possess all rights, approvals, licenses, certifications, and permissions necessary to publish and offer listed products or services.

Shopforme may review, edit, remove, reject, suspend, or restrict listings that violate these Conditions, applicable laws, or Platform policies. Shopforme does not independently verify all information submitted by users and does not guarantee the accuracy, completeness, reliability, legality, quality, suitability, traceability, sustainability claims, certification status, or commercial viability of user-generated content or listings.

7. Orders, Transactions, and Contracts

Where transactions occur through the Platform:

- Buyers and sellers are responsible for fulfilling their contractual obligations.
- Product availability, pricing, shipping, customs, taxes, duties, inspections, and delivery terms may vary.
- Separate agreements may govern specific transactions.
- Shopforme may facilitate communications, payments, escrow services, logistics coordination, financing, inspections, dispute management, compliance support, insurance coordination, or related services.

- Parties are responsible for reviewing transaction terms before committing to a purchase or sale.

Unless expressly stated otherwise, contracts for the sale of goods or services are formed directly between buyers and sellers.

Shopforme reserves the right to cancel, suspend, delay, refuse, investigate, or place holds on transactions where fraud, compliance concerns, pricing errors, technical issues, legal restrictions, sanctions risks, security risks, documentation deficiencies, or unusual activity are identified.

8. Payments

Where payment services are offered:

- Users must provide accurate payment information.
- Payments may be processed by Shopforme or authorized third-party payment providers.
- Applicable fees, commissions, taxes, exchange rates, and service charges may apply.
- Users authorize Shopforme and its payment partners to process transactions in accordance with applicable agreements.
- Users are responsible for ensuring sufficient funds and lawful authorization for payment transactions.

Shopforme may withhold, delay, reverse, freeze, refuse, or investigate payments where required by law, compliance obligations, dispute resolution procedures, fraud prevention measures, court orders, sanctions requirements, chargeback investigations, or risk management requirements.

9. Shipping, Logistics, and Delivery

Shopforme may facilitate logistics, transportation, warehousing, freight forwarding, customs support, cargo tracking, insurance coordination, fulfillment services, and delivery services through third-party providers.

Delivery estimates are provided for convenience only and are not guaranteed unless expressly stated. Risk of loss, title transfer, shipping responsibilities, insurance obligations, and delivery obligations shall be governed by applicable transaction terms, Incoterms, or separate agreements between the parties.

Users acknowledge that customs delays, inspections, weather conditions, port congestion, carrier disruptions, governmental actions, labor disputes, infrastructure failures, and other factors may affect shipment timelines.

10. Reviews, Ratings, and User Content

Users may submit reviews, ratings, comments, feedback, images, videos, documents, data, and other content (“User Content”).

By submitting User Content, you grant Shopforme a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to use, reproduce, modify, publish, distribute, display, translate, adapt, analyze, store, and promote such content in connection with operating, improving, developing, training, and marketing the Platform and related services.

Users remain responsible for the content they submit and must ensure it does not violate any law or third-party rights. Shopforme may remove, moderate, restrict, archive, or refuse User Content at its discretion where permitted by law.

11. Intellectual Property

All trademarks, logos, software, designs, content, databases, systems, interfaces, trade names, graphics, text, technology, algorithms, documentation, and intellectual property

associated with Shopforme are owned by or licensed to Shopforme Global Ltd and are protected by applicable intellectual property laws and international treaties.

Except as expressly permitted, users may not:

- Copy, reproduce, distribute, publish, modify, create derivative works from, or exploit Platform content.
- Reverse engineer, decompile, disassemble, or attempt to access source code.
- Use Shopforme trademarks, branding, or proprietary materials without prior written authorization.
- Remove copyright notices, proprietary markings, or attribution information.

12. Platform Availability and Service Changes

Shopforme strives to maintain reliable and secure services but does not guarantee uninterrupted, error-free, secure, or continuous access.

The Platform may be modified, upgraded, restricted, suspended, discontinued, replaced, expanded, integrated with third-party systems, or enhanced at any time without liability, subject to applicable law. Maintenance, technical issues, cybersecurity incidents, regulatory requirements, force majeure events, third-party service disruptions, software defects, or infrastructure failures may affect availability.

13. Third-Party Services and Links

The Platform may contain links to third-party websites, applications, products, services, integrations, content, data sources, or technology solutions. Shopforme does not control and is not responsible for third-party content, policies, products, services, security practices, business operations, or contractual obligations.

Your interactions with third parties are solely between you and the applicable third party. Any use of third-party services may be subject to separate terms and privacy policies.

14. Disclaimer of Warranties

To the fullest extent permitted by law, the Platform and all related services are provided on an “as is,” “as available,” and “with all faults” basis.

Shopforme disclaims all warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability, accuracy, reliability, security, suitability, performance, interoperability, and uninterrupted operation. Shopforme does not guarantee that products, services, listings, communications, transactions, financing opportunities, logistics services, analytics, data services, or Platform functionality will meet user expectations or requirements.

15. Limitation of Liability

To the fullest extent permitted by law, Shopforme, its affiliates, directors, officers, employees, agents, licensors, contractors, and partners shall not be liable for:

- Indirect, incidental, consequential, special, exemplary, or punitive damages.
- Loss of profits, revenue, business opportunities, goodwill, data, or anticipated savings.
- Delayed shipments or delivery failures.
- Product defects, contamination, recalls, or quality issues.
- Third-party actions or omissions.
- Regulatory actions.
- Cybersecurity incidents beyond reasonable control.
- Market fluctuations.
- Force majeure events.
- Financing denials, payment delays, or transaction failures.

- Errors in user-provided information or documentation.

Where liability cannot be excluded by law, Shopforme's aggregate liability shall be limited to the amount paid by the user to Shopforme for the relevant service during the twelve (12) months preceding the claim. Nothing in these Conditions excludes or limits liability that cannot be excluded or limited under applicable law.

16. Indemnification

Users agree to defend, indemnify, and hold harmless Shopforme, its affiliates, directors, officers, employees, agents, licensors, contractors, and partners from and against any claims, liabilities, damages, losses, costs, expenses, fines, penalties, and legal fees arising from:

- Violations of these Conditions.
- Misconduct or negligence.
- Fraudulent activity.
- Regulatory breaches.
- User Content.
- Product listings.
- Infringement of third-party rights.
- Transactions conducted through the Platform.
- Violations of applicable laws, regulations, or contractual obligations.

17. Compliance With Laws

Users must comply with all applicable laws and regulations, including those relating to: agriculture and food production, product safety and quality standards, trade and commerce, export controls and import regulations, economic sanctions, taxation, anti-corruption and anti-bribery requirements, anti-money laundering obligations, consumer

protection laws, data protection and privacy regulations, environmental, sustainability, and labor requirements, human rights, ethical sourcing, supply chain transparency, competition, cybersecurity, and digital services regulations where applicable.

18. Data Protection and Privacy

Shopforme processes personal information in accordance with its Privacy Policy and applicable data protection laws.

Users are responsible for ensuring that any personal information they provide, upload, share, or process through the Platform is collected and used lawfully and with any required permissions or consents. Users acknowledge that information may be processed, transferred, stored, analyzed, or accessed across multiple jurisdictions as necessary to provide Platform services and comply with legal obligations.

19. Suspension and Termination

Shopforme may suspend, restrict, investigate, or terminate access to the Platform where a user:

- Violates these Conditions or Platform policies.
- Engages in fraud or deceptive conduct.
- Creates legal, regulatory, financial, operational, or reputational risks.
- Threatens Platform security or integrity.
- Violates applicable laws or third-party rights.
- Fails to provide requested verification or compliance information.

Termination does not relieve users of obligations incurred before termination.

20. Force Majeure

Shopforme shall not be liable for any delay, interruption, or failure to perform resulting from events beyond its reasonable control, including natural disasters, pandemics, labor disputes, war, terrorism, civil unrest, governmental actions, utility failures, internet disruptions, transportation interruptions, supply chain disruptions, embargoes, cybersecurity incidents, or other extraordinary events.

21. Dispute Resolution

Users are encouraged to first contact Shopforme to resolve disputes informally and in good faith.

Where permitted by law, disputes arising from these Conditions may be resolved through negotiation, mediation, arbitration, or competent courts as determined by applicable law or separate agreements. Nothing in these Conditions limits Shopforme's right to seek injunctive, equitable, or other urgent relief where necessary.

22. Governing Law

These Conditions shall be governed by and construed in accordance with the laws applicable in the jurisdiction designated by Shopforme or specified in a separate agreement, without regard to conflict of law principles.

23. Changes to Conditions

Shopforme may revise these Conditions at any time. Updated versions will be posted on the Platform with a revised effective date. Continued use of the Platform following publication of updated Conditions constitutes acceptance of the revised Conditions to the extent permitted by law.

24. Severability

If any provision of these Conditions is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

25. Assignment

Users may not assign or transfer their rights or obligations under these Conditions without Shopforme's prior written consent. Shopforme may assign or transfer its rights and obligations under these Conditions as part of a merger, acquisition, corporate restructuring, sale of assets, financing transaction, or other business transaction.

26. Entire Agreement

These Conditions, together with any referenced policies, guidelines, notices, agreements, service-specific terms, and program requirements, constitute the entire agreement between users and Shopforme regarding use of the Platform and supersede prior understandings relating to the same subject matter.

27. Artificial Intelligence and Automated Services

Shopforme may utilize artificial intelligence, machine learning systems, predictive analytics, recommendation engines, automated decision-support tools, digital assistants, supply chain intelligence solutions, risk assessment technologies, forecasting systems, and other emerging technologies to improve platform functionality, efficiency, security, and user experience.

Users acknowledge and agree that:

- Artificial intelligence outputs, recommendations, forecasts, analyses, and insights are provided for informational purposes only.
- AI-generated information does not constitute legal, financial, investment, tax, regulatory, logistics, procurement, agricultural, export, import, insurance, sustainability, or professional advice.
- Automated recommendations may contain inaccuracies, omissions, assumptions, or limitations.

- Users remain solely responsible for evaluating business decisions and associated risks.
- Shopforme makes no guarantee regarding the accuracy, completeness, reliability, or commercial outcomes arising from AI-generated recommendations.

28. Sustainability, ESG, and Responsible Business Practices

Shopforme supports sustainable development and responsible global commerce. Users are encouraged to comply with internationally recognized standards relating to environmental sustainability, climate resilience and adaptation, ethical sourcing, responsible agricultural practices, human rights protections, fair labor practices, occupational health and safety, gender equality and inclusion, biodiversity protection, supply chain transparency, anti-child labor requirements, anti-forced labor requirements, responsible land management, and community development principles.

Where applicable, Shopforme may request sustainability disclosures, environmental performance information, social impact metrics, carbon footprint data, certifications, audit reports, or related compliance documentation.

29. International Trade and Cross-Border Commerce

Users acknowledge that international trade activities may be subject to import and export restrictions, customs procedures, trade licensing requirements, product standards and certifications, sanitary and phytosanitary regulations, trade sanctions and embargoes, foreign exchange regulations, country-of-origin requirements, product traceability obligations, food safety regulations, and environmental compliance requirements.

Users remain solely responsible for complying with all applicable trade laws, regulations, customs requirements, and governmental obligations in relevant jurisdictions.

30. Electronic Communications and Digital Signatures

Users consent to receive communications electronically. Electronic notices, disclosures, records, signatures, approvals, agreements, acknowledgements, click-through acceptances, and digital communications shall have the same legal force and effect as physical documents and handwritten signatures to the fullest extent permitted by law.

31. Cybersecurity and Platform Security

Users agree to implement appropriate cybersecurity measures consistent with industry standards and applicable legal requirements.

Shopforme reserves the right to monitor platform security, conduct security reviews, investigate suspicious activities, restrict access during security incidents, require additional verification, implement enhanced security controls, and take actions necessary to protect users and the Platform. Users shall promptly notify Shopforme of any actual or suspected cybersecurity incident affecting Platform activities.

32. Confidentiality

Users may receive confidential information relating to Shopforme, its affiliates, partners, customers, suppliers, investors, technologies, commercial opportunities, pricing structures, trade arrangements, product specifications, operational processes, business strategies, or proprietary information.

Users agree to maintain confidentiality, protect confidential information from unauthorized disclosure, use it only for authorized purposes, and not reproduce, distribute, disclose, exploit, or misuse it without prior written authorization.

Confidentiality obligations shall survive termination of Platform use.

33. Insurance and Risk Allocation

Users are responsible for obtaining and maintaining any insurance coverage required by applicable law, industry standards, contractual obligations, or prudent business practices, including but not limited to product liability insurance, cargo and marine insurance,

professional liability insurance, cybersecurity insurance, commercial general liability insurance, and business interruption insurance.

Shopforme does not provide insurance coverage unless expressly stated in a separate written agreement.

34. Export Controls and Economic Sanctions

Users represent and warrant that they are not subject to economic sanctions, located in prohibited jurisdictions, listed on restricted-party lists, or engaged in prohibited transactions. Users shall not use the Platform in violation of applicable export control laws, sanctions programs, embargoes, anti-boycott laws, or international trade restrictions.

35. Audit Rights and Regulatory Cooperation

Where required by law, regulatory obligations, compliance programs, grant funding requirements, financing arrangements, risk management procedures, or legitimate business needs, Shopforme may review, inspect, verify, audit, or request documentation relating to activities conducted through the Platform. Users agree to cooperate fully with lawful compliance reviews, investigations, audits, inspections, and regulatory inquiries.

36. Class Action Waiver

To the fullest extent permitted by law, users agree that any disputes, claims, or controversies shall be brought solely on an individual basis and not as part of any class action, collective action, representative action, private attorney general action, or similar proceeding.

37. Survival

The following provisions shall survive suspension, termination, expiration, or discontinuation of Platform access: Intellectual Property, Confidentiality,

Indemnification, Limitation of Liability, Dispute Resolution, Governing Law, Compliance Obligations, Audit Rights, Payment Obligations, Data Protection Obligations, and any other provisions intended by their nature to survive termination.

38. Corporate Governance and Ethical Conduct

Shopforme is committed to integrity, accountability, transparency, ethical business conduct, anti-corruption compliance, and responsible corporate governance. Users agree to conduct activities in a manner consistent with applicable laws and regulations, international business ethics principles, anti-corruption standards, anti-bribery requirements, fair competition principles, responsible business practices, and human rights obligations where applicable.

39. Accessibility and Non-Discrimination

Shopforme supports equal opportunity, accessibility, inclusion, and non-discrimination. Users shall not use the Platform in a manner that unlawfully discriminates against individuals or organizations based on protected characteristics recognized under applicable law.

40. Contact Information

Shopforme Global Ltd

- **General Inquiries:** info@shopformeglobal.com
- **Legal and Compliance:** legal@shopformeglobal.com
- **Privacy and Data Protection:** privacy@shopformeglobal.com
- **Partnerships and Investments:** partnerships@shopformeglobal.com
- **Website:** www.shopformeglobal.com

For legal, compliance, privacy, intellectual property, accessibility, dispute-related, security, partnership, governance, regulatory, investor, or corporate inquiries, contact Shopforme through the channels above.

41. Escrow Services

Where escrow functionality is provided, facilitated, coordinated, or integrated through Shopforme or its authorized financial partners, users acknowledge and agree that:

- Funds may be temporarily held pending fulfillment of agreed transaction conditions.
- Escrow services may be subject to additional agreements, verification procedures, compliance reviews, and regulatory requirements.
- Funds may be released only after confirmation of agreed contractual obligations, delivery milestones, inspection outcomes, quality verification, customs clearance, or other mutually agreed conditions.
- Disputes, investigations, regulatory reviews, fraud concerns, sanctions screenings, chargeback risks, or compliance requirements may result in delays, restrictions, or suspension of fund releases.
- Shopforme reserves the right to freeze, delay, suspend, reverse, investigate, or otherwise manage escrow transactions where necessary.
- Escrow services may be provided directly by Shopforme or through licensed financial institutions or regulated third-party service providers.

Shopforme does not guarantee successful completion of transactions and shall not be liable for losses resulting from user misconduct, fraudulent activity, inaccurate information, regulatory actions, contractual disputes, force majeure events, or third-party actions.

42. Product Traceability and Origin Verification

Shopforme may provide traceability technologies, supply chain visibility solutions, product origin verification systems, digital certification services, blockchain-based records, QR-code authentication systems, geolocation tracking, farm-level data capture, and related technologies.

Users acknowledge and agree that:

- Traceability data may originate from third-party sources and participating supply chain stakeholders.
- Shopforme does not independently inspect, audit, verify, certify, or validate every farm, processor, warehouse, supplier, exporter, shipment, facility, or product.
- Traceability services are intended to improve transparency but do not constitute warranties, guarantees, certifications, endorsements, or representations of product quality, safety, legality, or authenticity.

Users remain solely responsible for the accuracy, completeness, and legality of information submitted through traceability systems.

43. Food Safety and Agricultural Compliance

Users engaged in agricultural production, aggregation, processing, storage, packaging, transportation, distribution, export, import, wholesale, retail, manufacturing, or related activities are solely responsible for complying with all applicable food safety, agricultural, environmental, health, and trade regulations (including HACCP, GlobalG.A.P, organic, Fairtrade, FDA, EU regulations, phytosanitary requirements, SPS measures, labeling, and traceability obligations).

Shopforme does not warrant, certify, or guarantee that products listed on the Platform satisfy regulatory requirements in any jurisdiction. Responsibility for compliance remains solely with the relevant users.

44. Investor Information and Forward-Looking Statements

Information relating to future business plans, financial projections, anticipated growth, or other forward-looking statements is based on assumptions and current conditions and is subject to risks and uncertainties. Actual results may differ materially. Nothing on the Platform constitutes investment advice, financial advice, securities offerings, or guarantees of performance. Potential investors should conduct independent due diligence.

45. Data Analytics and Market Intelligence

Shopforme may collect, generate, aggregate, anonymize, analyze, and utilize data relating to agricultural trends, commodity pricing, supply chain performance, sustainability, trade flows, and other metrics to improve services, forecasting, risk management, and market intelligence. Personal data shall be protected in accordance with applicable privacy laws.

46. Shopforme Mission Statement

Shopforme exists to improve trust, transparency, market access, trade efficiency, sustainability, and economic opportunity across global agricultural and commercial value chains. Our mission is to empower farmers, cooperatives, and other stakeholders through innovative technology and responsible business practices, contributing to food security, sustainable agriculture, economic inclusion, ethical sourcing, and digital trade transformation.

47. Electronic Records and Document Retention

Shopforme may create, maintain, and manage electronic records relating to registrations, transactions, compliance, audits, and other activities. These records may be retained as required by law, regulation, or legitimate business needs and may constitute legally admissible evidence.

48. Language and Interpretation

These Conditions may be translated into multiple languages for convenience. In the event of any inconsistency, the English-language version shall prevail unless otherwise required by applicable law. Headings are for convenience only and do not affect interpretation.

49. Acceptance of Conditions

By accessing or using the Platform, you acknowledge that you have read, understood, and agreed to these Conditions. Continued use constitutes ongoing acceptance of these Conditions and any future amendments. You are encouraged to seek independent professional advice where appropriate.