

ZILINGO CONNECT TERMS AND CONDITIONS

This application software and any logos, designs, artwork, labels, symbols or any other product details not limited to those mentioned above are the sole property of Zilingo Pte. Ltd., a company incorporated in Singapore. By using this Site, the services available at this Site, and any service, software, application, plug-in, component, functionality, or program created by Zilingo (together, the “Services”), you are agreeing to the following terms and conditions and Privacy Policy. This Terms and Conditions, along with any other policies or guidelines posted on this Site, shall govern your use of this Site and the Services, whether directly or through a third-party site. Please read them carefully before using this Site or the Services.

The terms “we”, “us” or “our” shall refer to Zilingo. The terms “you”, “your”, “User” “merchants” or “customer” shall refer to any individual or entity who accepts these terms and conditions, has access to your account or uses the Services. Nothing in this Terms and Conditions shall be deemed to confer any third-party rights or benefits.

“**Services**” provided on the Zilingo Connect shall also mean facilities provided by Zilingo Connect that connects merchants to various e-commerce portals wherein the merchants are listed for selling their products and services. Other services will include but not limited to multi-channel marketplace order management, multi-channel marketplace price edit, multi-channel marketplace inventory management, multi-channel marketplace sales data dashboard, multi-channel marketplace promotion and discount management.

By visiting this Site and/or by completing the registration process for the Services, you represent and warrant that you have read, understand, have the legal capacity to, and hereby agree to be legally bound by this Terms and Conditions.

By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Services found under the laws of applicable jurisdiction.

If you are entering into this Terms and Conditions on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Terms and Conditions, in which case the terms “you”, “your”, “User” or “customer” shall refer to such corporate entity. If, after your electronic acceptance of this Terms and Conditions, Zilingo finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Terms and Conditions, including, but not limited to, the payment obligations. Zilingo shall not be liable for any loss or damage resulting from Zilingo’s reliance on any instruction, notice, document or communication reasonably believed by Zilingo to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Zilingo reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Terms and Conditions for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

2. ACCOUNT REGISTRATION

You may be required to sign up for an account, select a password and user name (“Zilingo User ID”), and provide us with certain information or data, such as your contact information. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Zilingo User ID a name that you do not have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Services

(or any portion thereof).

You may not authorize any third party to access or use the Services on your behalf. You are responsible for maintaining the confidentiality of the user ID and password, and solely responsible for the activity that occurs on your account, whether authorized by you or not, and you must keep your account information secure. You agree to immediately notify us of any unauthorized use of your user ID or password or any other breach of security. Zilingo cannot and will not be liable for any loss or damage arising from any unauthorized use of your account.

Further, as part of the Services, User authorize Zilingo to import User's details and Personal Information dispersed over third- party marketplaces and or platforms.

3. VARIATION TO SITE, TERMS OF USE AND SERVICES

Zilingo reserves the right to modify, change, or discontinue any aspect of this site or the services, including without limitation prices and fees for the same, at any time. Your use of the Services after such changes or modifications have been made shall constitute your acceptance of this terms and conditions as last revised. If you do not agree to be bound by this terms and conditions as last revised, do not use (or continue to use) the Services. Zilingo will assume no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

Description of Services

Zilingo Connect is a platform which facilitates the Users to interface their third party marketplace accounts with the User Account maintained with Zilingo Connect to perform services defined under the platform. The interfacing shall be done with the help of specific credentials in the form of codes/passwords provided by the respective marketplaces or the Users, as the case may be. Zilingo Connect enables Users to create and edit products, order statuses and services, offered through the marketplaces and manage their selling price, special price, inventories and other product specific details maintained with the marketplaces, through Zilingo Connect.

As part of the Services, Zilingo also has a feature to fetch the order details from the respective Marketplace user accounts and capture the same on its system for the Users to process in.

Zilingo does not guarantee availability of the Platform at all times. We shall take reasonable efforts to make the Services available to You, at all times through the Platform. However, as the Services are provided over the Internet, data and cellular networks, the quality and availability of the same may be affected by factors outside the Company's control. Therefore, We shall not be liable for non-availability of the Services at any time. We may try and restore access to the Platform and the Services on a reasonable and commercially viable basis. You agree and understand that the Services, may have limitations or constraints from Marketplaces, wherein the Company or the Platform may not be allowed control or visibility of the data available on the Marketplaces. These limitations or constrains may be varied depending upon the practices or the policies of the respective Marketplace. You waive all your rights and confirm that we shall not be held liable for any non-performance of the Services, arising due to these limitations or restrictions.

Zilingo reserves the right to use, store in any manner as it deems fit, the data collected by providing the Zilingo Connect services and User hereby agrees to provide such data without any objection. Zilingo may use this data to improve the services provided or for its business development.

4. CONSENT TO RECEIVE PERIODIC MESSAGES

As part of the Services, you may receive communications through the Services, including messages that Zilingo sends you (for example, via email). When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages.

5. YOUR USE OF THE SERVICES IS SUBJECT TO THE FOLLOWING ADDITIONAL RESTRICTIONS:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- a. infringes or violates the intellectual property rights or any other rights of anyone else (including Zilingo);
- b. violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Zilingo;
- c. is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- d. jeopardizes the security of your Zilingo account or anyone else's (such as allowing someone else to log in to the Services as you);
- e. attempts, in any manner, to obtain the password, account, or other security information from any other user;
- f. is illegal, or promotes or encourages illegal activity;
- g. promotes, encourages or engages in child pornography or the exploitation of children;
- h. promotes, encourages or engages in terrorism, violence against people, animals, or property;
- i. violates the security of any computer network, or cracks any passwords or security encryption codes;
- j. runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interferes with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- k. "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- l. copies or stores any significant portion of the Content; or
- m. decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Products or Services.
- n. Interferes with the operation of this Site or the Services found at this Site;
- o. Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
- p. Contains false or deceptive language, or unsubstantiated or comparative claims, regarding Zilingo or Zilingo's Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

6. USER CONTENT

Some of the features of this Site or the Services may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations, or photos to be incorporated into a social media event or activity ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). All content submitted through your Account is consider User Content. By posting or publishing User Content to this Site or to or via the Services, you represent and warrant to Zilingo that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

User Submissions. You acknowledge and agree that your User Submissions are entirely

voluntary, do not establish a confidential relationship or obligate Zilingo to treat your User Submissions as confidential or secret, that Zilingo has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions, and that Zilingo may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

Zilingo shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

User Content Other Than User Submissions. To the extent that the Services provide Users an opportunity to retrieve and send inventory and order information from User's marketplace accounts, you hereby represent and warrant that you have all necessary rights in and to all User Content you provide and all information contained therein. By registering to use the Services, you understand and acknowledge that Zilingo and its contractors retain an irrevocable, royalty-free, worldwide license to use, copy, and publicly display such content for the sole purpose of providing to you the Services for which you have registered. In the event that you give Zilingo the right to distribute your content, additional terms may apply to Zilingo usage or distribution of this content. You continue to retain all ownership rights in any User Content you provide and shall remain solely responsible for your conduct, your User Content, and any material or information transmitted to other Users for interaction with other Users. Zilingo does not claim any ownership rights in any User Content.

By posting or publishing User Content to this Site or through the Services, you authorize Zilingo to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Terms and Conditions. You hereby grant Zilingo a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site and the Services

7. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Terms and Conditions and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

8. FEES

The Services are provided to you in a three- tier subscription model, each tier giving you access to a specific set of products and services. The current pricing and subscription models are always available on zilingoshopping.com. The details of your chosen subscription model can be found under your profile, when logged in to Zilingo Connect. The payments under these subscriptions are under a prepaid model and the payments will be accepted through credit card, debit card, net banking, mobile wallet and/or any other authorised payment gateways as acceptable to Zilingo. Zilingo reserves the right to add/ delete or modify any payment methods as per its sole discretion. The billing will be done on a month to month basis and User shall have the right to opt for a new subscription model at the starting of the month by making required payments for the same.

For the paid subscription, the User understands and acknowledges that if the User terminates the User Account or ceases to avail the Services before the expiry of the period for which the amount is paid, then the User shall not be entitled to a refund of the amount paid for the subscription period. The User Account shall stand terminated after the payment is received by us.

Zilingo reserves the right to change the fees charged for any product type at any point of time without prior notice and/or can change the limits under free subscription from time to time.

9. WHAT IF I WANT TO STOP USING THE SERVICES?

You're free to do that at any time by contacting us at zconnect+ph@zilingo.com; please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Zilingo is also free to terminate (or suspend access to) your use of the Services or your account for any reason in our discretion, including your breach of these Terms. Zilingo has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. If you have deleted your account by mistake, contact us immediately at zconnect+ph@zilingo.com – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

10. DISCONTINUED SERVICES

Zilingo reserves the right to cease offering or providing any of the Services at any time, for any or no reason, and without prior notice.

In the event that any Service we offer is removed or suspended, we will attempt to notify you thirty or more days in advance. It is your responsibility to take all necessary steps to replace the Service by migrating to a new Service before such end date, or by entirely ceasing reliance on said Service before the end date.

No Liability. Zilingo will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Services we may offer or facilitate access to.

11. TRADEMARK AND/OR COPYRIGHT CLAIMS

Zilingo supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please write to us at zconnect+ph@zilingo.com

12. THIRD PARTY CONTENT, SITES, AND SERVICES

All transactions using Zilingo's services are between the transacting parties only. The Services may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including websites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. We may also provide some content to you as part of the Services. However, Zilingo is not an agent of any transacting party, nor are we a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third-party. Similarly, we are not responsible for any third-party content you

access with the Services, and you irrevocably waive any claim against us with respect to such sites and third-party content. Zilingo shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between you and any such third-party. You are solely responsible for investigating before proceeding with any online or offline transaction with any third party. You are solely responsible for your dealings with any third party related to the Services, including the delivery of and payment for goods and services. Should you have any problems resulting from your use of any third-party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we disclaim all liability.

The terms of cancellation, returns and refunds will be governed by the third party platforms, Zilingo will have no liability to any cancellation or any cost that arise out of these platform

13. PRIVACY POLICY

Please review our Privacy Policy, which also governs your visit to our website and describes our practices concerning collection and use of information about visitors, including our use of cookies.

Zilingo's Content. Except for User Content, the content on this Site and the Services, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("Zilingo's Content"), are owned by or licensed to Zilingo in perpetuity, and are subject to copyright, trademark, and/or patent protection in the Singapore and foreign countries, and other intellectual property rights under Singapore and foreign laws. Zilingo's Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of Zilingo. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Terms and Conditions. Zilingo reserves all rights not expressly granted in and to the *Zilingo* Content, this Site and the Services, and this Terms and Conditions do not transfer ownership of any of these rights.

14. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by Zilingo. Zilingo assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Zilingo does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release Zilingo from any and all liability arising from your use of any third-party website. Accordingly, Zilingo encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

15. WARRANTY DISCLAIMER.

Neither Zilingo nor its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Zilingo and all such parties together, the "Zilingo Parties") makes any representations or warranties concerning the Services, including without limitation any Content contained in or accessed through the Services or any Products, and the Zilingo Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of or in any way related to your participation in or use of the Services. The Zilingo Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Services including, without limitation, any Products. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services

are provided "AS IS" and without any warranty of any kind from the Zilingo Parties or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). The services and content are provided by Zilingo (and its licensors and suppliers) on an "as-is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that use of the services will be uninterrupted or error-free. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

16. LIMITATION OF LIABILITY.

To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without limitation, tort, contract, strict liability, or otherwise) shall any of Zilingo parties be liable to you or to any other person for (a) any indirect, special, incidental, punitive or consequential damages of any kind, including damages for lost profits, business interruption, loss of data, loss of goodwill, work stoppage, accuracy of results, or computer failure or malfunction, (b) any substitute goods, services or technology, (c) any amount, in the aggregate, in excess of the greater of (i) one-hundred (\$100) dollars or (ii) the amounts paid and/or payable by you to Zilingo in connection with the services in the twelve (12) month period preceding this applicable claim or (d) any matter beyond our reasonable control. Some states do not allow the exclusion or limitation of incidental or consequential or certain other damages, so the above limitation and exclusions may not apply to you.

17. INDEMNITY

You agree to indemnify and hold the Zilingo and its related parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Services (including any actions taken by a third party using your account) and any Products, and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

18. ASSIGNMENT. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Zilingo's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

19. CHOICE OF LAW. These Terms are governed by and will be construed under the Philippines Laws and courts in Manila shall have exclusive jurisdiction.

20. MISCELLANEOUS.

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Zilingo may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Zilingo agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Zilingo, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Zilingo, and you do not have any authority of any kind to bind Zilingo in any respect whatsoever.

Except as expressly set forth in the sections above, you and Zilingo agree there are no third-party beneficiaries intended under these Terms and Conditions.