

CHANODIL USER TERMS AND CONDITIONS

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, You agree to become bound by the terms and conditions of this agreement.

If You do not agree to all the terms and conditions of this agreement, then You may not access the Website or use any services.

If these terms and conditions are considered an offer by Chanodil, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 18 years old.

Chanodil is not the owner, holder or distributor of any products or services created or rendered by the Users of the Platform. Chanodil does not represent either the Service Provider or Customer in specific User transactions ("User to User Agreements").

Chanodil does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered by Users on the Website or the ability of the Users to complete an order, Proposal and/or payments.

All content processed through the Chanodil Website is monitored by us. Your personal information may be stored by us for use by third parties in line with the GDPR.

Effective date: 16.05.2019

1. INTRODUCTION.

1.1. Chanodil Ltd is a company registered in the United Kingdom, with registration number. 11999422, having registered address at (Chanodil, The Hive, Maudslay Building 50, Shakespeare St, Nottingham, NG1 4FQ, UNITED KINGDOM.)

1.2. Chanodil provides an online Platform with url: <https://Chanodil.com> for fashion business owners to connect with each other and manage your related business activities with our platform.

1.3. The Chanodil website facilitates the relationship between fashion business owners (users) as follows:

1.3.1 to identify and determine the products and services available to Users;

1.3.2 to connect users with potential requirements;

1.3.3 to publish and make available users' catalogues of products and services;

1.3.4 to facilitate the placing of orders of products or services by users; through confirming pricing of products, ensuring that an agreement is concluded for the delivery of the products and services between the two users (User to User Agreement);

1.3.5 to ensure that payment is facilitated between the Users safely through holding funds in Chanodil business account until confirmation of completion of the transaction between the two users.

1.3.6 making payment on behalf of the user, out of the funds held in Chanodil account, to the Service Provider on the Customer's instruction.

2. DEFINITIONS.

2.1. "Confidential Information" means all private, business or technical information of Chanodil and/or the User, whether it is received, accessed or viewed by other Users in writing, visually, electronically or in any other way. Confidential Information includes, without limitation, individual identification and sensitive data, intellectual property, technical information, marketing and business plans, databases, prices, quotations, quotes, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, engineering information, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential Customers or projects, techniques, inventions, discoveries, know-how and trade secrets. "Confidential Information" also includes all such business or technical information of any third party that is in the possession of Chanodil or/and User. Notwithstanding the foregoing, any information disclosed by the User will be considered Confidential Information, only if such information is conspicuously designated as "Confidential" or "Proprietary" or would reasonably be regarded as being of a confidential nature, or if provided visually, is identified as confidential at the time of disclosure, or would reasonably be regarded as being of a confidential nature;

2.2 "Customer" means any registered User using the Website, to seek and receive products or services offered by the other user on the basis of design or idea/vision of a product/service;

2.3 "GDPR" means the General Data Protection Regulation 2016/679 as amended;

2.4 "Intellectual Property Rights" means including without limitation,

information relating to the pricing of the products and services provided to the Customer under this Agreement, the Service Providers' products and services, operations, prospects, know-how, design rights, trade secrets, raw data information, client information, market opportunities and/or business affairs and any other information which ought reasonably to be regarded as confidential irrespective of how they were marked or provided;

2.5 "Service Provider" means registered User using the Website to offer, discuss, render and sell free or paid services and products to Customers and other Users;

2.6 "Payment Method" means payment made with a valid payment card issued by a bank (Credit/Debit card), or other financial institution, who is authorised to issue payment cards as acceptable to Chanodil, or any other method of payment which Chanodil may accept from time to time in its sole discretion;

2.7 "Platform" means www.Chanodil.com / <https://Chanodil.com> and/or any of its sub-domains or syntax analogues and the tools and functions provided by the Website to manage information or interact with other Users of the Website, according to these Terms and Conditions, Additional agreements, their changes, updates and amendments;

2.8 "Service Fee" means the payment due to Chanodil by a User / You for use of the Platform according to these Terms and Conditions, Additional Agreements, or their changes, amendments or updates. These fees may include but are not limited to Commission Fees, Service Fees or other fees applicable. All Service fee payments are **NON-REFUNDABLE and due immediately on sign-on irrespective of how the deal proceeds or if a dispute arises between the two users**;

2.9 "Chanodil Payment System" means the Chanodil designated payment system provided by third party provider, such as but not limited to "TransferWise", "Stripe", "PayPal", "Payoneer", connected to the Platform, and used by Users to make payments in accordance with the "User to User Agreements" and to pay Chanodil Service and Commission Fees.

2.10 "User", "You", "Your" means any person, individual or legal entity, visiting and using the Website, Platform, their services and/or any of their subdomains;

2.11 "User to User Agreement" means an agreement between two users on price, performance, provision and receipt of product and/or services;

2.12 "User Content" means any information, text, images, video, visual data, posts, comments, revisions, or other information that Users provide, post, send, submit, display, distribute, disclose or any other way use and display on the Platform or/and Website;

2.13 "Website" means www.Chanodil.com / <https://Chanodil.com> and/or any of its sub-domains or syntax analogues;

3. TERMS OF USE.

3.1 The following terms and conditions govern all use of the Chanodil website and all content, services and products available at or through the website (taken together, the Website). The Website is owned and operated by Chanodil;

3.2 The Website is offered subject to Your acceptance without modification of any of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Chanodil's Privacy Policy) and procedures that may be published from time to time on this website by Chanodil (collectively, the "Agreement").

4. USERS - YOUR CHANODIL ACCOUNT AND PLATFORM /THE WEBSITE.

4.1 The Chanodil Platform is an online web-based tool for Users (individuals, legal entities, brand owners or fashion freelance specialists) to provide their services, a means of communication and project management, in order to fulfil any stage of creation of products and/or services, starting from an idea or visualization to manufacturing of the final product;

4.2 Users may search for the appropriate services of Manufacturing or services offering; post design projects (any development stage – from idea to completely crafted design); discuss and accept Service Providers' offers and services; discuss and accept the "User to User Agreement" terms with the service provider and make payments via the Platform in accordance with the "User to User Agreement";

4.3 Service Providers may post information on services provided as well as production catalogues; view and discuss the orders with Customers; offer services to Customers; discuss and accept the "User to User Agreement" terms with the Customer and be paid according to the "User to User Agreement";

4.4 If You create an account on the Website, You are responsible for maintaining the security of Your account, and You are fully responsible for all activities that occur under the account and any other actions taken in connection with the account;

4.5 A User Account created by You shall be confirmed only once documentation verifying your identity (as required by Chanodil from time to time) is provided, which may include any documentation reasonably required by Chanodil including

images, video calls, credit references, bank statements, company information and the like;

4.6 You may not share a User Account with other persons or allow multiple/various Users to use Your User Account. You hereby agree that Chanodil shall not be liable for any direct, indirect, punitive, incidental or consequential, actual, special, damages or any damages whatsoever arising from the Your failure to comply with this clause;

4.7 You have to notify Chanodil immediately of any unauthorized use of Your User Account, Login or Password or any other violation of Your security;

4.8 You must not act in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and Chanodil may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause Chanodil liability;

4.9 Chanodil will not be liable for any acts or omissions by You, including any damages of any kind incurred because of such acts or omissions;

4.10 Customers and Service Providers bear the risk of conducting adequate due diligence reviews on each other prior to entering into a User to User Agreement and Chanodil accepts no responsibility for any contractual disputes or breaches which may result from User to User Agreements. This will include wrong orders, bad quality or anything else;

4.11 You hereby confirm that You are duly warned and informed that You may be at risk of dealing with persons acting in bad faith, malicious intent, fallacy, delusion, or fraud. Chanodil cannot and is not liable or responsible for confirming and validating each User's identity, for lawfulness, accuracy, correctness, validity, reliability, and or completeness of any information provided by Users;

4.12 Customers and Service Providers may not engage in ANY TYPE OF COMMUNICATION OUTSIDE OF the Platform with each other. This includes but is not limited to e-mail, telephone, text messages, Whatsapp or any other means of communication. Any such direct communications will constitute a material breach of these terms allowing Chanodil to cancel these terms, terminate their account and/or refuse them as users in future at its sole discretion. You are encouraged to advise Chanodil immediately if the other party encourages such communications. Where Users elect to proceed with their transactions outside of the Chanodil Platform nonetheless, Users will still remain liable for all fees due in terms of clause 7.3.

5. SERVICE PROVIDERS - RESPONSIBILITY OF CONTRIBUTORS.

5.1 If You post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (Content), You are entirely responsible for such Content and any harm resulting from that Content, regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software;

5.2 By making Content available, You represent and warrant that:

5.2.1 the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

5.2.2 if a third party has rights to intellectual property You make available by means of the Website, You must have:

5.2.2.1 received permission from such third party to post or make available the Content, (including but not limited to any software), or

5.2.2.2 secured from such third party a waiver as to all rights in or to the Content;

5.2.2.3 fully complied with any third-party licenses relating to the Content;

5.2.2.4 done all things necessary to successfully pass through to end users any required terms.

5.3 You shall also ensure that:

5.3.1 the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;

5.3.2 the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

5.3.3 the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;

5.3.4 the Content does not mislead anyone into thinking that You are another person or company.

5.4 By submitting Content to Chanodil for inclusion in its website, You grant Chanodil a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting Your services;

5.5 Without limiting any of those representations or warranties, Chanodil has the right (though not the obligation) to, in Chanodil's sole discretion (i) refuse or remove any content that, in Chanodil's reasonable opinion, violates any Chanodil policy or is in any way harmful or objectionable, or (ii) terminate or deny access to use of the Website to any individual or entity for any reason, in Chanodil's sole discretion. Chanodil will refund a Customer in line with its refund rights (less any amounts owing to Chanodil), within 10 (ten) working days of receipt of such request.

5.6 Chanodil shall conduct verification and due reference checks on You periodically. These checks may be made by requesting You to provide documentation or conduct interviews with Chanodil or by monitoring your ratings on the website by Customers. If you do not cooperate with any requests which are required to perform this verification, your User account may be blocked by Chanodil.

5.7 Chanodil shall have the sole discretion to hold back payment to Service Providers for up to 30 days where such Service Providers have not been rated favourably, have no rating yet, all first time transactions on the Platform and/or where the order is of a large quantity (orders above £2,000.00), until Customers have confirmed that they are satisfied with the quality of the order, which the Service Provider accepts.

6. PAYMENT.

6.1 General Terms

By selecting a product or service, You agree to pay Chanodil the Service Fees indicated (additional payment terms may be included in other/further communications).

6.2 Payment Methods

6.2.1 Card Payments:

6.2.1.1 You shall be required to make payment via a valid payment (Credit/Debit) card, issued by a bank, or other financial institution,

who is authorised to issue payment cards and is acceptable to Chanodil,

6.2.1.2 You may also make use of the Chanodil Payment System as designated by Chanodil from time to time; or

6.2.1.3 any other method of payment, may be accepted by Chanodil in writing from time to time in its sole discretion;

6.2.1.4 Payments are not refundable.

6.3 Payments by Customers and to Service Providers

6.3.1 Service Providers shall ensure that quotations for services are as near accurate as possible when included in the User to User Agreement;

6.3.2 The Customer is to pay the sum quoted in the Proposal Agreement, in accordance with the Chanodil Payment Methods set out in clause 6;

6.3.3 Chanodil will not be held accountable to Users for any delays and similarly will not apply any discounts to payment to Service Providers for such delays or defects of any nature in orders;

6.3.4 Service Providers shall not begin to render any services until it is confirmed that the full amount required from a Customer has been paid into the Chanodil account;

6.3.5 A Service Provider should ensure that it grants reasonable rights of return and warranty in line with current laws in the territory of the United Kingdom and accepted trade practice in the industry, taking into account the unique nature of the orders however.

6.3.6 Where it becomes apparent that an adjustment in the initial quotation for services is required, such adjustment will be made by **notifying Chanodil thereof and where there is a shortfall in the amount paid by the Customer, the Customer shall immediately pay such additional amount into the Chanodil account;**

6.3.7 Once an Invoice is raised and paid by the Customer via the Chanodil Platform, Chanodil is eligible to deduct its fee from the amount and will, within 5 (five) banking days.

6.3.8 The balance remaining in the Chanodil account shall be paid to the Service Provider within 10 (ten) banking days from the day a Customer has authorised the payment on the Chanodil system.

6.3.9 In the event that the Service Provider requests payment and the Customer is advised by Chanodil of such request, but ignores and/or omits to give an instruction of payment to Chanodil or otherwise within 7 (seven) days of such request, Chanodil shall have the right to release payment to the value of the Service Provider's request to the Service Provider, without any liability to the Customer.

7. FEES.

In consideration of the Platform services provided by Chanodil, Users shall pay Chanodil Service fees and Commissions (as the case requires), according to the rates and terms listed in herein and or as in Additional Agreement:

7.1 Service Fees:

7.1.1 Service fees shall be charged at the rate quoted on sign-up;

7.1.2 Chanodil reserves the right to change the terms related to the rates and application of Service Fees at any time.

7.1.3 All Service fees payments are NON-REFUNDABLE and will be a first charge against any monies held in Chanodil account.

7.1.4 Service fees shall include all state, and/or other governmental sales, goods and services, value-added, harmonized or other taxes, fees or charges applied to Chanodil.

7.2 Commissions
In addition to Service fees, Service Providers may be required to pay Chanodil a Commission fee, according to terms and conditions of the "Additional Agreement for Service Providers".

7.3 By using the Platform and the Website, You acknowledge and warrant, that in the case **where an amount received to the Chanodil Payment System is less than the Total Net price defined in the Invoice or "User to User Agreement" (Proposal, accepted by the Customer), or in case of unilateral or bilateral violation of payment terms, defined in the Terms and Conditions by You and/or the Service Provider, You are responsible and liable for paying any shortfall.**

8. DISPUTES BETWEEN USERS.

8.1 If requested by either the Customer or the Service Provider, Chanodil may exercise its discretion in assisting and consulting with Users in resolving any disputes between Users where both Users agree to involve Chanodil in the

dispute resolution process. Any involvement by Chanodil is purely in an attempt to assist Parties.

8.2 On notification of a dispute, Chanodil may request Users involved in the dispute to provide supporting documents. Chanodil will not be in any way be liable for documentation which is not authentic, accurate, up to date, complete and lawful.

8.3 The Users will be required to acknowledge their understanding and agreement, that Chanodil is not a judicial or arbitration institution and will provide assistance only in an effort to facilitate resolution of the dispute. Its determinations will not be binding on the parties.

8.4 If You involve Chanodil to settle any dispute with another User, Chanodil is not and will not be liable for any special, direct, indirect, exemplary, punitive, incidental or consequential damages or any damages whatsoever, including, but not limited to loss of profit, which may arise in connection with any opinion, decision, assistance etc, given to You by Chanodil.

8.5 No information or advice provided by Chanodil and its representatives, including, without limitation Chanodil's directors, members of the board, shareholders, officers, employees, agents, authorised persons and (sub) contractors, whether directly or indirectly, will constitute personal, legal or financial advice or create a warranty, condition or representation of any kind with respect to this Website or the Platform or its services found at this Website. You should consult an appropriate professional advisor.

9. COPYRIGHT INFRINGEMENT AND DMCA POLICY.

9.1 As Chanodil asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If You believe that material located on or linked to by Chanodil violates Your copyright, You are encouraged to notify Chanodil in accordance with Chanodil's Digital Millennium Copyright Act ("DMCA") Policy. Chanodil will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.

9.2 Chanodil will terminate a User's access to and use of the Website if, under appropriate circumstances, the User is determined to be a repeat infringer of the copyrights or other intellectual property rights of Chanodil or others in Chanodil's sole discretion.

9.3 In the case of such termination, Chanodil will have no obligation to provide a refund of any amounts previously paid to Chanodil.

10. INTELLECTUAL PROPERTY.

This Agreement does not transfer from Chanodil to You any Chanodil or third-party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Chanodil. The Chanodil logo, and all other trademarks, service marks, graphics and logos used in connection with Chanodil, or the website are trademarks or registered trademarks of Chanodil or Chanodil's licensors. Other trademarks, service marks, graphics and logos used in connection with the website may be the trademarks of other third parties. Your use of the website grants You no right or license to reproduce or otherwise use any Chanodil or third-party trademarks.

11. AMENDMENTS.

11.1 Chanodil reserves the right, at its sole discretion, to modify or replace any part of this Agreement. **It is Your responsibility to check this Agreement periodically for changes.** Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes.

11.2 Chanodil may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

12. TERMINATION.

12.1 Chanodil may terminate Your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If You wish to terminate this Agreement or Your Chanodil account (if You have one), You may simply discontinue using the Website.

12.2 Notwithstanding the above, if You have entered into a User to User Agreement, such account will only be terminated by Chanodil if You have paid the fees in terms of this agreement.

12.3 If you terminate the User to User agreement for any reason, **Your obligations in terms of this agreement shall not automatically be discharged. You will still be liable to pay Chanodil's Service and other Fees** depending on the reasons for the termination of the User to User Agreement. You shall therefore notify Chanodil in writing of such termination, setting out the reasons therefore.

12.4 All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

13. DISCLAIMER OF WARRANTIES.

13.1 Chanodil is not the owner, holder or distributor of any products or services created or rendered by the Users of the Platform. Chanodil does not represent either the Service Provider or Customer in specific Users transactions ("User to User Agreements").

13.2 Chanodil does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered by Users on the Website or the ability of the Users to complete an order, Services, Proposal and/or payments.

13.3 The Website is provided "as is". Chanodil and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

13.4 Neither Chanodil nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted.

13.5 You understand that You download from, or otherwise obtain content or transact through, the Website at Your own discretion and risk.

14. LIMITATION OF LIABILITY.

14.1 Chanodil shall not be held responsible for any breaches of User to User Agreements, including, but not limited with unsatisfactory quality, defects, delays, wrong calculations, violation of warranty, and any violation of copyright, intellectual property etc.

14.2 Chanodil does not introduce Users to each other and does not participate in concluding User to User Agreements. Users select to transact with each other without any intervention, inducement or encouragement from Chanodil and do so at their own risk;

14.3 Chanodil in its sole discretion may develop and provide Website and Platform updates, upgrades, bug fixes or patches or error corrections. Such changes may result in modification or deletion of certain features, data or functionality. With any of such changes and updates Chanodil does not guarantee to maintain, keep or update particular functions or functionality of the Website and the Platform. Chanodil reserves the right to update, remove, suspend or discontinue provision of its services and provision of availability to the Website without notice. Chanodil will not be held liable for any of such cases and their results.

14.4 In case of technical glitches, disruption of Platform service or any other

cases where normal use of the Platform is not possible, for whatever reason, **Chanodil is not and will not be liable for any losses of whatsoever nature suffered by a User as a result of Platform service disruption.**

14.5 In no event will Chanodil, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for:

14.5.1 any special, incidental or consequential damages;

14.5.2 the cost of procurement for substitute products or services;

14.5.3 for interruption of use or loss or corruption of data; or

14.5.4 for any amounts that exceed the fees paid by You to Chanodil under this agreement prior to the cause of action.

14.5.5 Chanodil shall have no liability for any failure or delay due to matters beyond their reasonable control.

14.6 The above shall not apply to the extent prohibited by applicable law.

15. GENERAL REPRESENTATION AND WARRANTY.

15.1 You represent and warrant that:

15.1.1 Your use of the Website will be in strict accordance with the Chanodil Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in Your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which You reside) and

15.1.2 Your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

16. INDEMNIFICATION.

You agree to indemnify and hold harmless Chanodil, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of Your use of the Website, including but not limited to Your violation of this Agreement.

17. MISCELLANEOUS.

17.1 This Agreement constitutes the entire agreement between Chanodil and You concerning the subject matter hereof and may only be modified by a written amendment signed by an authorised executive of Chanodil, or by the posting by Chanodil of a revised version;

17.2 Except to the extent applicable, if any law provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of England and Wales, excluding its conflict of law provisions;

17.3 The proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Nottingham, UK;

17.4 Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules.

17.5 The arbitration shall take place in Nottingham, UK, in the English language and the arbitral decision may be enforced in any court.

17.6 The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

17.7 If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.

17.8 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof;

17.9 You may not assign Your rights under this Agreement to any party. Chanodil may assign its rights under this Agreement without condition;

17.10 All content processed through the Chanodil Website is monitored by us. Your personal information may be stored by us for use by third parties. Chanodil is a data controller for purposes of the GDPR.

17.11 Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any purpose.

17.12 You acknowledge that such information and materials may contain

inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

17.13 Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

17.14 Chanodil protects the privacy of Users' personal data and information. You are required to read Chanodil Privacy Policy and Cookies Policy, which sets out Chanodil's policies and procedures regarding the collection, use and disclosure of personal information received from Users. By using this Website and the Platform, You unconditionally agree to the processing, regulations and rules described therein and You warrant that all data provided by You is true, complete, accurate and up-to-date. You are responsible for maintaining and promptly updating User Account and User Profile information;

17.15 This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

ADDITIONAL AGREEMENT FOR MANUFACTURERS AND SUPPLIERS

Effective date: 16.05.2019

1. When You are acting/using the Platform as Manufacturer or Supplier, additionally to terms, conditions and provisions set forth in Terms and Conditions (hereinafter referred to as – Terms and Conditions), there are certain rules set forth in this Additional Agreement that You need to accept, respect and follow.

2. In case of any conflict or inconsistency between Terms and Conditions and this Additional Agreement, the Terms and Conditions will prevail. If this Additional Agreement does not specify otherwise, it is subjected to all provisions defined in Terms and Conditions.

3. The Definitions, used in this Additional Agreement are set forth in Terms and Conditions.

4. In addition to Your obligations, authorizations, and warranties set forth in Terms and Conditions, other Additional Agreements and their amendments, changes and updates, as Manufacturer, You confirm, acknowledge, represent, agree and warrant that YOU SHOULD AND WILL comply with and fulfil all the provisions, defined in this ADDITIONAL AGREEMENT.

5. As it is set forth in Terms and Conditions (“USER TO USER AGREEMENTS”):

5.1. The Platform provides Users with an utility for conclusion of simple “User to User Agreement” (hereinafter referred to as - “General User to User Agreement”), which consists of (1) Manufacturers (hereinafter within this Additional Agreement referred to also as -You, Your) Proposal on the price of services and products, ordered to the Customer, payment deadlines and simple delivery terms, proof of completion You are going to present upon presenting the result of the rendered service or produced product and (2) Customers’ Accept to such Proposal. Users are strongly recommended, additionally to “General User to User Agreement”, to enter into agreements on terms and conditions of performance of services and/or manufacturing of the products, delivery terms, return rights, confidentiality, non-disclosure, warranty terms, intellectual property rights etc.) (Hereinafter - referred to as “Additional User to User Agreements”, but together “General User to User Agreement” and Additional User to User Agreement”- “User to User Agreement”) to avoid any possible disputes concerning the performance of Users general obligations according to “General User to User Agreement”.

5.2. Price per unit, Price excluding VAT (hereinafter referred to as – Total Net Price), VAT rate and the amount and Total Price including VAT

(hereinafter referred to as – Total Gross Price) should be precisely defined in Your Proposal/ “User to User Agreement”. Total Net Price includes all the taxes and fees (except VAT, which must be indicated separately, as set forth in Article 5.3.), applicable to You and Your services and products, as well as include all additional expenses, including, but not limited to transportation, delivery, work and material expenses, warranty service expenses and other expenses, related to proper and complete execution of the Customers order and “User to User Agreements”.

5.3. The following provisions are obligatory to any “User to User Agreement”:

- 1) VAT needs to be indicated;
- 2) In case, if Customer is a Consumer, that is an individual person-who purchases goods and services for personal use, subjected to Consumer protection law- all products are subject to a 14 day returns period;
- 3) All the payments according to “User to User Agreements” must be settled via Chanodil Payment System.

5.4. As Manufacturer, You must not claim any Intellectual Property Rights for or considering the product or service, provided by You on the basis of “User to User Agreement”, unless the opposite is agreed separately in written in such a “User to User Agreement”. Your work fulfilled and/or service provided and/or the product manufactured on the basis of Customers order and “User to User Agreement” shall become the property of the Customer, who is irrevocably considered to be the Author of the work, service and/or product. You should not use, display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, and otherwise violate Customers’ Intellectual Property Rights on such service and/or work result and/or product. You retain no rights to use, and will not challenge the validity of Customers ownership in such Intellectual Property Rights. You hereby waive any moral and financial rights to such property, the disclosure and withdrawal of his rights under applicable law to the result of the rendered service or produced product.

5.5. As a Manufacturer, you understand and confirm that Chanodil may hold Customer funds paid into the Chanodil payment system and not release them to you immediately in the following cases:

- 5.5.1. Active disputes with a Customer or Customers in regards to unsatisfactory quality, defects, delays, wrong calculations, violation of warranty, and any violation of copyright, intellectual property etc. In such cases Chanodil may hold the funds for up to 30 days

from the date of payment received or until the dispute is not mutually resolved.

5.5.2. In cases where a Customer placed a first-time order for services with you as a Manufacturer for a total amount exceeding £120,- but prior did receive a sample/prototype physically from you to verify and confirm the quality and make of the service. In such cases Chanodil may hold the funds for up to 30 days from the date of payment received or until the Customer received the product of your services and confirmed the services rendered are satisfactory.

5.5.3. In cases where your Manufacturer profile rating is absent or is less than a mark of 3 (out of 5). In such cases Chanodil may hold the funds for up to 30 days from the date of payment received or until the Customer received the product of your services and confirmed the services rendered are satisfactory.

5.5.4. In cases where Chanodil holds funds due to reasons mentioned in 5.5.1.-5.5.3. cannot serve as a reason for you as a Manufacturer not to render the ordered services to the Customers that entered into a "User to User Agreement" with you.

6. You irrevocably, perpetually and unconditionally agree and authorize Chanodil to receive the payments for Your services and products from the Customers in/via Chanodil Payment System and Chanodil may charge applicable Service and Commission fees, set forth in this Additional Agreement, Terms and Conditions, Additional agreements, their amendments, updates and changes, and other debts, and amounts You owe to Chanodil, from any payment amount, You transfer or receive via Chanodil Payment System.

7. As Manufacturer, You confirm and agree to pay applicable Chanodil Commission fees, according to the rates and terms listed in this Additional agreement in cases such Commission fees apply. **The current Commission Fees for Manufacturers is visible at system when you enter your cost.**

7.1. You irrevocably, perpetually and unconditionally agree and authorize Chanodil to charge applicable Service and Commission fees from any payment amount, Customer transfers to You via Chanodil Payment System. Irresistibly from this authorization, You are responsible and liable for the full and timely payment of Service, Commission fees or any other debt or amount You owe to Chanodil.

7.2. In any case, excluding if You prove the contrary by submitting the Chanodil legal, objective and written evidence, Chanodil will consider that the final Total Net price of the "User to User Agreement" viewed or accepted by the customer is the largest amount from the generated Invoice

CHANODIL USER TERMS AND CONDITIONS

– The Total Net price of “User to User Agreement” or the amount (excluding VAT proportionally to the VAT rate in Your Proposal), Customer has paid to You via the Platform and/or Chanodil Payment System.

8. You understand and confirm, that by authorizing Chanodil to receive the payments for Your Services via Chanodil Payment System, You agree that the payment execution date, is the date, when the payment amount is credited to the Chanodil Payment System. You warrant that the You will not violate the terms and conditions of Your “User to User Agreement” due to postponed payment transfer to You from Chanodil Payment System. In case the terms of Your services or delivery terms are subjected to the terms of Customer payment, You confirm, acknowledge, represent, agree and warrant that the terms (deadlines) of services and delivery You have defined in Your Proposal and “User to User Agreement” are harmonized and comply with the actual receive of the payment.

9. Additional fees may be applied to You, as Manufacturer, according to the appropriate section of Terms and Conditions or other Additional Agreements.

10. The last changes, amendments and updates to this Additional Agreement are displayed at the beginning of the document as “Effective Date” and Chanodil retains the right to change or update this Additional Agreement, when required and as Chanodil sees fit. Chanodil is not required to inform You of any changes in its Additional Agreement, personally or separately but may do so electronically using the email address You provided during sing up in cases You see fit.

11. For any designer, brand, buyer or business Chanodil introduced to You, as manufacturer, you will need to communicate and continue the business via Chanodil platform. If you, as manufacturer, want to work directly with any of Chanodil introduced business, you will have to pay Chanodil one off £ 5,000.00 payment and 10% of service fee for each new order you are manufacturing or suppling for next 5 years from the date of customer introduction.

12. You signify and confirm Your agreement with and understanding of this Additional Agreement, by continue using of the platform.

13. If You do not agree with this Additional Agreement, You must stop the use of the Website and Platform immediately. Continued use of the Website and Platform shall clearly mean Your acceptance of this Additional Agreement.

CHANODIL POLICY AND PRONOUNCEMENT ON INTELLECTUAL PROPERTY RIGHT

Effective date: 16.05.2019

Chanodil Ltd (a company registered in the United Kingdom, Registration Nr. 11999422, Registered office address: Chanodil, The Hive, Maudslay Building 50, Shakespeare St, Nottingham, NG1 4FQ, UNITED KINGDOM).

Chanodil respects and strictly observes all the regulations and legal provisions related to the protection of intellectual property rights.

Chanodil is the sole owner or lawful licensee of all the rights and interests in the Website, Platform and their services, and content, except for User Content, displayed on this Website.

Any unauthorized use of Chanodil Intellectual property, including, without limitation, patents, trademarks, service marks, logos, designs, or any other branded features without the prior written permission of Chanodil is strictly prohibited. If you violate Chanodil Intellectual property rights, you will be ordered to immediately stop such illegal activity and you will be liable to Chanodil for any and all damages which may incur as a result of your violation.

Chanodil declares zero tolerance policy to its Users who infringe the Intellectual Property Rights and expects the same of all Users and other persons, who use or visit the Website and the Platform www.Chanodil.com

Any unauthorized copying, publication, reproduction or distribution of Third Party Intellectual Property is a violation of the Intellectual property right owners' rights and is therefore prohibited and is the subject to penalties, preventive and punitive actions against Users-offenders, according to Terms and Conditions of use of the Platform and Website.

Still Chanodil does not represent or warrant that the User Content, User offers, proposals, User services and production offered or displayed, and any and all Users' materials, data, images, video, projects and other information submitted, send or posted on or via the Website or Platform does not violate any third-party rights, including Intellectual property rights, and Chanodil makes no representations or warranties of any kind concerning any publication, post, information, product or service offered or displayed on the Website.

In respect that Platform, as a tool of communication and project management is used by unlimited number of Users, Chanodil is not able to and does not review all the User Content, information and other data, Users post, send, submit, share on or via Platform and Website. Therefore, until You have announced a violation/ of Your Intellectual property rights, Chanodil may simply not know about it. Still, in accordance with Terms and Conditions about the use of the Platform and Website,

- 1) Any violation of Intellectual property rights is prohibited and is the subject to liability.

2) any User who noticed the violation of Intellectual property right is obliged to report it to Chanodil. In case of breach of such regulation, User, may be considered as an accomplice of such a violation.

If you, as a rightful and true Intellectual property right owner, believe, that any materials, data, images, video, projects, information or other User Content, posted, send or submitted via or on the Platform or Website violates Your Intellectual property right, you should immediately inform Chanodil Service via e-mail orders@chanodil.com or by contact support on the website.

You should specify the type of violation in Your claim/application and describe it so, that Chanodil assuredly understands the essence of the problem. Please notice, that You should append and provide Chanodil with any information, links, publication or other proof, that doubtlessly confirms Your intellectual property rights.

Chanodil will carefully and objectively check your complaint within 30 (thirty) bank days, and inform You about a decision and actions taken.