

Vendor Listing on Entity - Terms & Conditions

Effective Date: 24/1/2024

1. Use of Vendor Listing on Entity Services

- 1.1. Subject to your compliance with these Terms, Entity grants you a non-exclusive, non-transferable, non-assignable, worldwide, limited license to use our Vendor Listing on Entity services that you have ordered and paid for solely for your own internal business purposes only in accordance with these Terms for the Term (as defined below), unless earlier terminated. All rights not expressly granted to you in these Terms are reserved by Entity and its licensors.
- 1.2. You shall use the Vendor Listing on Entity services in accordance with these Terms and shall not:
 - 1.2.1. use our Vendor Listing on Entity services documentation and the applicable Vendor Listing on Entity services documentation (such as the seller's insights report) for any purpose other than in connection with your use of our Vendor Listing on Entity services and your internal business purposes;
 - 1.2.2. violate any applicable laws, rules, or regulations in connection with your access or use of the Vendor Listing on Entity services;
 - 1.2.3. use the Vendor Listing on Entity services to create or promote a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Vendor Listing on Entity services or any services, products, or software offered by Entity;
 - 1.2.4. use the Vendor Listing on Entity services to send automated, unsolicited, or unauthorized messages, advertising or promotional material or any junk mail, spam, or chain letters;
 - 1.2.5. use any scraper, robot, bot, spider, crawler, or any other automated device or means to access, acquire, copy, or monitor any portion of the Vendor Listing on Entity services, or any data or content found or accessed through the Vendor Listing on Entity services;
 - 1.2.6. collect any information in respect of users of the Platforms without their consent; and
 - 1.2.7. commit any act to avoid paying any applicable fees and/or charges; and
 - 1.2.8. authorize or encourage anyone to do any of the foregoing.

2. Content

- 2.1. The Vendor Listing on Entity services allow you to create listings and share and customize content, such as photos, videos, comments, data, text, and other information ("Content").
- 2.2. You understand and agree that you are solely responsible for the Content that you post or share on or through the Services and any loss or damage which you sustain as a result of such Content is solely your responsibility. You retain ownership rights in the Content which you upload or share on the Vendor Listing on Entity services but you grant Entity a worldwide, fully-paid, royalty-free, sub-licensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, publish and distribute such Content (subject to Entity's Privacy Policy) for the purpose of operating, developing, providing, promoting, and improving the Vendor Listing on Entity services and to research and develop new products and services.
- 2.3. You further acknowledge that Entity does not pre-screen Content uploaded by users. Entity shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available on the Vendor Listing on Entity services. Without limiting the foregoing, Entity shall have the right to remove Content, without liability or the obligation to offer a refund, in any of the following events:
 - 2.3.1. If the Content is in breach of these Terms.
 - 2.3.2. If Entity has received a complaint or notice of infringement in respect of the Content.
 - 2.3.3. If the Content is otherwise objectionable.
 - 2.3.4. Entity may also block Content and the delivery of a communication (including, without limitation, feedback, postings, messages, and/or chats) to or from the Vendor Listing on Entity services as part of efforts to protect the Vendor Listing on Entity services or users or to otherwise enforce these Terms.

3. Subscription Terms

- 3.1. The Vendor Listing on Entity services are available to you through subscription plans. By subscribing to Vendor Listing on Entity services, you agree to pay the applicable fees and adhere to the terms outlined in the respective subscription plan.
- 3.2. The subscription plans and associated fees are detailed on Entity's website. It is your responsibility to review and understand the terms, features, and pricing of the selected plan.

- 3.3. Subscription fees are subject to change, and Entity reserves the right to modify the fees and introduce new subscription plans. You will be notified of any changes in advance, and your continued use of Vendor Listing on Entity services after such modifications indicates your acceptance.

4. Commission Terms

- 4.1. In addition to subscription fees, Entity may charge a commission on transactions facilitated through Vendor Listing on Entity services. The commission percentage and calculation method will be outlined in the respective commission plan, which you agree to upon subscribing.
- 4.2. You authorize Entity to deduct applicable commissions from the transaction amounts. The commission structure is subject to change, and Entity will provide notice of any modifications in advance.
- 4.3. Commissions are non-refundable unless otherwise stated in Entity's refund policy. Any dispute regarding commissions must be reported to Entity within 120 days of the transaction date.

5. Payment and Billing

- 5.1. Payment for Vendor Listing on Entity services is processed in accordance with the subscription plan you choose. You agree to provide accurate and complete billing information.
- 5.2. You authorize Entity to charge the provided payment method for all applicable fees. Failure to pay may result in the suspension or termination of your subscription. For purchase made, vendors are to provide confirmation to product delivery before payment can be released.
- 5.3. All payments are non-refundable unless otherwise stated in Entity's refund policy. Any dispute regarding charges must be reported to Entity within 120 days of the billing date.

6. Termination

- 6.1. Either party may terminate the subscription by providing written notice. Termination will be effective at the end of the current billing cycle.
- 6.2. Entity reserves the right to suspend or terminate your subscription immediately and without notice if you breach these Terms or fail to pay applicable fees.
- 6.3. Upon termination, you lose access to Vendor Listing on Entity services, and Entity may remove any associated content or data.

7. Termination of Content

- 7.1. Entity reserves the right to terminate or suspend any content, including but not limited to model files, that poses a security risk, contains viruses, malware, or any other harmful elements. If, in the sole discretion of Entity, uploaded content is deemed to compromise the security or integrity of the Vendor Listing on Entity services, immediate action may be taken.
- 7.2. In the event of termination or suspension under this clause, Entity will notify you promptly, stating the reason for such action. You agree to cooperate with Entity to address and rectify the identified security risks.
- 7.3. Entity shall not be liable for any loss or damage resulting from the termination or suspension of content under this provision. It is your responsibility to regularly scan and ensure that uploaded content complies with security standards.
- 7.4. Upon resolution of security concerns, Entity may, at its discretion, reinstate the terminated or suspended content. However, repeated violations or failure to address security issues may result in permanent removal of the content from Vendor Listing on Entity services.

8. Limitation of Liability

- 8.1. Entity does not guarantee the accuracy, completeness, or timeliness of Vendor Listing on Entity services. You use the services at your own risk.
- 8.2. Entity is not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting from your use of Vendor Listing on Entity services.

9. Indemnification

- 9.1. You agree to indemnify and hold Entity, its affiliates, officers, agents, and employees harmless from any claim, demand, or damage, including legal fees, arising out of your use of Vendor Listing on Entity services or your violation of these Terms.

10. Governing Law

- 10.1. These Terms are governed by and construed in accordance with the laws of Singapore . Any disputes arising out of or in connection with Vendor Listing on Entity services shall be subject to the exclusive jurisdiction of the courts in Singapore.

11. Conflict Resolution:

- 11.1. Refer to terms in the conflict resolution document.

12. Miscellaneous

- 12.1. These Terms constitute the entire agreement between you and Entity regarding Vendor Listing on Entity services and supersede any prior agreements.
- 12.2. Entity's failure to enforce any right or provision of these Terms does not constitute a waiver of that right or provision.
- 12.3. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible.