

Digital Product Passport Chanodil Ltd - Trading as Seamless Source Terms of Use

Chanodil Ltd, a UK corporation bearing corporate registration number 11999422 and its affiliates (“Seamless Source”, “we”, “us”, or “our”) provide access to the seamlesssource.com website and mobile application (collectively, the “Site”) to you (“User”, “client”, “you”) as a service, subject to the terms of use (“Terms”) set out in this page as follows.

Please read the following Terms carefully as by accessing and/or using the Site, you signify your agreement to be legally bound by these Terms, as amended from time to time. These Terms are an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures and can be enforced as a written contract. If you do not agree to these Terms, please stop accessing the Site immediately. If you would want to discuss how we can improve your experience regarding the Site, please feel to write to us.

Seamless Source maintains other policies, guidelines, and requirements posted on the Site from time to time and are available at Privacy Policy (available at <https://seamlesssource.com/privacy-policy/>). By using the Site, you agree to abide by; and your use of the Site is subject to, each of these policies, guidelines, and other requirements which are hereby incorporated into these Terms by reference.

We reserve the right to modify, alter or amend our policies and the Terms at any time. We recommend that you acquaint yourself with such changes to the Terms and policies from time to time.

If you do not follow the rules set out in these Terms, then your right to use the Site will cease immediately, automatically and without any notice.

Eligibility

This Site is available for use only to persons over the age of majority and/or who can form legally binding agreement(s) under the applicable laws. If you do not qualify, you are not permitted to use the Site. By accessing or using the Site, you affirm that you are at least 18 years of age and/or are legally able and competent to enter into the terms, conditions, obligations, affirmations, representations, warranties set forth in the Terms, and to abide by and comply with the Terms stated herein. If you are using the Site on behalf of a business, then you must have the authority to bind your business to these Terms. By continuing to use this Site, you warrant that you have the authority to do this.

It is your responsibility to make sure that your use of the Site complies with all laws, rules and regulations that apply to you.

No reliance on information

We help establish product traceability and transparency information, which needs various people to access our Site and enter the requisite information. Brands, Tier-1 and various lower Tier suppliers, users, partners, clients or patrons access our Site and share information about their facilities, production processes and other general information. It is possible for people to make mistakes, for example, mentioning incorrect information about the address of a facility, discrepancies in the policies that apply to that facility etc.

Disclaimer

We encourage brands, suppliers and other third parties to provide accurate, relevant and up-to-date data and information. We provide the information on our Site, to you, on an "as is" and "as available" basis; and we do not control or direct the information flow from the brands, suppliers and/or other third parties.

While we make every effort to ensure that data and information provided to you is correct and accurate, we disclaim all liability in cases where it is proved that the source data and information provided to us by the brands, suppliers and/or other third parties is incorrect; and where we had no capability to materially alter the data and information nor had any reason to believe that such data and information was inaccurate.

We make no representations, warranties or guarantees, whether express or implied, or that the content on the Site is accurate, complete or up-to-date. We strongly recommend you verify any information before you rely on it. We cannot be held responsible for any incomplete or inaccurate data and information that we receive from the brands, suppliers and other third parties. You hereby acknowledge that we are not responsible for any direct or indirect damage whatsoever arising from, or otherwise related to, the use and reliance of the content on our Site, or arising from any temporary inaccessibility to our Site.

Linking to the Site

You are free to and are encouraged to tell other people about Seamless Source and about the Site. You are also free to link your respective business web-pages on the Site, provided that such linking is fair and legal and shall not damage or take advantage of our reputation. Notwithstanding the foregoing, you shall not copy nor synchronize any content found on the Site. You must not establish a link in such a way that the Site is framed on any other website. We can withdraw our permission to you to link to the Site at any time, without giving you notice. When posting images that we host on the Site to other third-party websites you must include a link back to the Site and the page on which that image or content appears. The Site may link to

third party websites and/or services, for example, Twitter, Facebook, Instagram, blogging sites, emailing content, etc. When you use these third-party websites/services, you are no longer dealing with Seamless Source, but with that respective third party. We cannot control the content of those sites and shall not be responsible for them in any manner.

The platforms of the brands, suppliers and/or other third parties must not give their respective users or you the impression that Seamless Source is associated with such brands, suppliers and/or other third parties; or that Seamless Source approves, endorses or owns the data or information therein, including the products and/or content displayed on such platforms of the brands, suppliers and other third parties.

The brands, suppliers and other third parties acknowledge that they will be responsible, and not Seamless Source, to their respective users for relying on any data and information made available on this Site.

The rule and terms of disclaimers for third party websites, including for re-directing weblinks, available on the platforms of the brands, suppliers and other third parties which disclaims any liability and which could be interpreted to impose liability on Seamless Source, shall not be applicable with respect to the re-direction from such platforms to Seamless Source's Site.

The platform of brands, suppliers and other third parties shall not publish incorrect information about this Site or any of Seamless Source's products or services, in any manner.

We love to hear new and exciting ideas, so if you would like to use our content in a way other than that set out above, please get in touch with us.

Your personal information

While you are accessing and using the Site and the various features associated therewith, including activities such as commenting and social networking on the Site, please be aware that any personal information you have uploaded to the Site (for example, your name, phone number, address and/or email address) may be shown to other users of Seamless Source if you choose to share such information, in accordance with the terms of our Privacy Policy.

Site use

You must not access or use the Seamless Source Site for any illegal or unauthorised purpose or in any way that breaches any applicable local, national or international law or regulation. You shall also not use the Site in any way that is fraudulent, or has any fraudulent purpose or effect. You shall remain solely responsible for your conduct on the Site, including any content that you may upload/post on the Site.

Any kind of harassment connected to the use of the Site (including via e-mail and chat) is strictly forbidden. We shall not tolerate any obscene or abusive language or material posted/uploaded by any User. You are expressly prohibited to use the Site for any purpose of harming or attempting to harm minors in any manner whatsoever. While we are not able to constantly monitor the conduct of the users on the Site, in the event we become aware that our Site is being used in order to harass, abuse or harm another person, or in order to contact, advertise, solicit or sell to any user without his/her prior explicit consent, then we shall restrict and block your access to the Site and your right to use the Site will cease immediately.

You must not use any part of the content on the Site for commercial purposes without obtaining a written approval/license to do so from Seamless Source.

By uploading content to the Site, you agree to allow other Seamless Source users to view and comment on the content and you agree to allow Seamless Source to display the content on the Site, and store, modify, reformat, distribute and otherwise use and exploit the content forever as we see fit. In the event that you are uploading content on the Site, do ensure that you minimize the use of photo editing such as excessive filters, photo-collages, borders, faux-crops, overlaid text or vectors. Please only upload photos that you created or have written permission to use.

Additional restrictions. Notwithstanding the foregoing, you must not contribute or upload any content onto this Site that:

is defamatory of any person;

is obscene, offensive, hateful or inflammatory;

promotes sexually explicit material;

promotes violence;

promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

infringes any copyright, database right or trade mark of any other person;

is likely to deceive any person;

breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

promotes any illegal activity;

is in contempt of court;

threatens, abuses or invades another's privacy, or cause annoyance, inconvenience or needless anxiety;

is likely to harass, upset, embarrass, alarm or annoy any other person;

impersonate any person, or misrepresents your identity or affiliation with any person;

give the impression that the contribution emanates from Seamless Source, if this is not the case;

advocates, promotes, incites any party to commit, or assists any unlawful or criminal act such as (by way of example only) copyright infringement or information misuse; or

contains a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

You hereby warrant that any content and contribution that you upload on the Site complies with the above-mentioned standards. Failure to abide by this warranty will make you liable to us and you shall indemnify us for any breach of that warranty. The standards set out above must be complied with in spirit as well as to the letter, and we will determine, in our sole discretion, whether any contribution or content uploaded is in breach of these standards.

If you believe that the use of the Site or any information provided or related to the Site infringes upon any of your rights, please write to us. We will try to resolve your concerns expeditiously and amicably.

Availability of the Site

Seamless Source will use reasonable efforts to ensure that the Site is available to you for access at all times, however, we do not warrant or guarantee the same. Your access to the Site may be interrupted, suspended, withdrawn, discontinued and/or changed at any time with or without giving you any notice of the same.

We reserve the right to refuse service and access to the Site to anyone for any reason at any time at our sole and absolute discretion. We shall not be held liable in any manner whatsoever for any disruption or non-availability of the access to the Site and its contents.

Seamless Source may, but has no obligation to, remove content from the Site, which we determine in our sole discretion, to be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable, or that violates any party's intellectual property; these

Terms and conditions; our Privacy Policy, Cookie Policy or any other policy documents and community guidelines as posted on the Site.

We reserve the right to update the Site with manual or automatic updates at any time and without the need to provide any notice to you.

By using the Site, you are solely responsible for ensuring the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You hereby accept all responsibility for activities that occur under your account or password. Please keep the password confidential and secure and inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.

Cancellation and termination

Seamless Source shall have the right to terminate your access and use of the Site, including your account, password, and content as applicable, for any reason whatsoever, including for your lack of usage of the Site or in the event that you have violated any of the Terms or have acted in any manner that is inconsistent with the letter and spirit of the Terms which shall be determined at the sole discretion of Seamless Source. In such events, any contracts, verbal or written or assumed between you and Seamless Source, may be terminated at Seamless Source's sole discretion.

Seamless Source, in its sole discretion and at any time, may discontinue providing the Seamless Source services, or any part thereof, with or without notice. Any termination of your access to the Seamless Source Site and services under any provision of these Terms may be effected without prior notice. Upon cancellation or termination of your account for any reason, you will no longer have access to your account and/or the Site. All of your information and content on the Site may be deleted by Seamless Source at its sole and absolute discretion. Seamless Source shall have no liability towards you or any third party for information or content that is deleted due to the cancellation or termination of your access to the Site for any reason whatsoever.

Additional terms applicable only to clients

If you are a customer of the Seamless Source service, the following terms shall apply to you.

Subscriptions to the Seamless Source service may be made available in free or paid versions and/or in different service levels. Not all of the features and functionality of the Seamless Source service may be available in each version or service level. The features and functionality of each

version or service level may be changed from time to time at Seamless Source's discretion without notice, and all prices listed on the Site are subject to change from time to time.

In order to subscribe to certain Seamless Source services, you may be required to provide Seamless Source with billing and account information ("Billing Information") for a credit/debit card, online banking or any other such payment methods for which you are authorized to approve charges (each, a "Payment Source") in order to allow Seamless Source to collect payment from you for your use of the Seamless Source service as applicable. You must provide Seamless Source with true, accurate, current and complete Billing Information and maintain and promptly update your Billing Information to keep it true, accurate, current and complete.

Unless other payment arrangements have been made in advance and confirmed by Seamless Source, you authorize Seamless Source to [automatically and immediately bill your Payment Source when charges for your use of the paid version of the Seamless Source service are due, without any further action on your part or other prior notice on the part of Seamless Source]. You assume full responsibility for such charges, even if such charges are declined or not paid by your Payment Source.

[If you register to use a paid version of the Seamless Source service on a free-trial basis and you do not cancel the trial on or before the expiration of the trial period, then, upon the expiration of the trial period, your account will be automatically converted to a paid account and, unless other payment arrangements have been made in advance and confirmed by Seamless Source, your Payment Source will be billed for that paid Seamless Source service.]

If your Payment Source is invalid, if charges billed to your Payment Source are declined or not paid or if you fail to pay charges for a paid version of the Seamless Source service when due, your account may be downgraded, suspended or cancelled, at Seamless Source's sole discretion. If your account is suspended, Seamless Source may, but is not obligated to, maintain your account and/or related content and information, in order to allow you to pay the past-due charges and restore your account.

Unless stated to the contrary, all charges for any paid versions of the Seamless Source service are non-refundable, even if your use of the paid version of the Seamless Source service is cancelled before the end of your current billing period.

In addition to any other remedies available to Seamless Source, you will pay such late fee as set out in your agreement with Seamless Source for any late payments hereunder.

You are solely responsible for any and all taxes, levies, charges and fees incurred or that may be payable to any taxing authority in connection with the transactions contemplated hereunder, other than any TDS (tax deducted at source) liability incurred by Seamless Source. All fees stated for use of the Seamless Source service are net of any applicable taxes.

Seamless Source grants to you, commencing on the effective date of your subscription to the Seamless Source service (the “Effective Date”) and continuing thereafter for the term of your subscription (unless terminated earlier pursuant to these Terms), a non-exclusive, non-transferable (except as permitted herein), world-wide, limited license to make use of the then-current versions of the Seamless Source service to which you have subscribed for the purposes outlined in these Terms. The Seamless Source service is licensed hereby and not sold. Any rights not expressly granted herein are reserved by Seamless Source.

You may not assign your subscription to the Seamless Source service, and any such assignment by you will be null and void; provided, however, that you may assign your subscription to the Seamless Source service to your successor in interest in connection with the sale of your business as a going concern or in connection with the sale of all, or substantially all, of your assets.

Intellectual property

All intellectual property and content made available on the Site by Seamless Source, its affiliates and its content suppliers (including its customers and suppliers, as the case may be) is protected by applicable laws including copyright laws and international treaties. This includes any logos, graphics, blogs, data compilation, texts, write-ups and/or software. Seamless Source and its affiliates are exclusive owners of all content that is published on and contributed to the Site; and the underlying software thereof.

By uploading content to the Site, the User confirms that they have the legal right, title and authority to do so. The User shall not upload any content that would infringe another person’s intellectual property rights, including copyright, trademark, privacy or other personal rights. If it comes to the notice of Seamless Source that a User has uploaded content that infringes another person’s intellectual property rights, Seamless Source has the right to remove and delete such content and shall have the right to terminate such User’s right to use/access the Site.

When a User uploads any content to the Site, they grant Seamless Source and the Users of the Site, a royalty-free, non-exclusive, irrevocable, non-assignable unrestricted and perpetual licence to access and use all the content as available on the Site. The scope of this licence is however not unlimited - other Users of the Site can only use the uploaded content to the extent that such use is consistent with the reason for which it was uploaded. If any User is in doubt regarding the permissibility to use content from the Site, they must ask Seamless Source prior to making use of it.

If there is any reproduction, sale or modification or any other usage of the content posted on this Site to any other website or online platform, without including a link back to the respective webpage on the Seamless Source Site where the content was originally uploaded, it shall be treated as an infringement of the intellectual property rights of Seamless Source and/or the User

who originally uploaded the content and suitable action for redressal under law shall be initiated by Seamless Source.

Viruses

While Seamless Source undertakes reasonable efforts to ensure that the Site is free of viruses, the same cannot be guaranteed by us. All Users are advised to have an effective anti-virus software to protect them when using the Site, as is the case with any other resource on the internet.

Seamless Source will not be liable to you for any damage or loss caused by a virus. 'Virus' includes, but is not limited to worms, trojans, distributed denial-of-service attacks, logic bombs, or other technologically harmful material. It refers to anything that may infect your computer equipment, computer programs, data or other proprietary material while you are using the Site.

You shall not misuse the Site by introducing a virus or by trying to gain unauthorised access to the Site or the server on which our Site is stored or any server, computer or database connected to the Site. Further, you shall not disassemble, decompile or reverse-engineer the Site or any part of it.

Any misuse of the Site in the manner set out herein, may lead to the User committing a criminal offence. Seamless Source has a right to report any such alleged incident to the relevant law enforcement authorities. You hereby consent to us sharing any information with the law enforcement authorities as may be required under law. Seamless Source shall co-operate with the law enforcement authorities in any action they take against the User.

Privacy

We take your privacy seriously. Please review our Privacy Policy and Cookie Policy, which describes how we handle information about you. We do not, however, process your financial or payment information. You should refer to the Terms and Conditions of our payment partner for information on how they will handle your credit card and other important information. If you do not agree with your information being transferred, processed or used, please do not access or use the Site.

Communication

Accessing the Site is an implied and electronic communication with us. We can communicate with you through the email address and/ or phone number provided by you. Unless specifically unsubscribed by you, you consent to receiving communications including SMS, e-mails or phone calls from us.

Limitation of liability

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, including but not limited to:

loss of profits, sales, business or revenue;

interruption of business;

loss of anticipated savings;

loss of goodwill, reputation or business opportunity; or

any indirect or consequential loss or damage

arising under or in connection with:

use of, or inability to use, the Site; or

use of, or reliance on, any content displayed on Site.

INDEMNITY

You agree to defend, indemnify and hold Seamless Source and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (a) your use of the Site; (b) your breach or violation of any of these Terms or any document incorporated by reference or applicable laws; (c) any of your activities conducted in connection with this Site, (d) Seamless Source's use of your user information or content uploaded by you; or (e) your violation of the rights of any third party.

FORCE MAJEURE AND EVENTS BEYOND OUR CONTROL

We shall not be liable for any failure or delay to perform any obligations under these Terms, if the performance is prevented, hindered or delayed by any force majeure event such as acts of god including earthquakes, cyclones, storms, flooding, fire, pandemics, epidemics, disease, war, strikes, etc. including any cause which is beyond our reasonable control and in such cases our obligations under these Terms shall be suspended for so long as the force majeure event continues.

Severability

If any of the Terms is deemed invalid, void, or for any reason unenforceable, that Term will be deemed severable and will not affect the validity and enforceability of any remaining Terms. If any of the Terms is held to be void, as going beyond what is reasonable in all the circumstances but would be valid if amended as to scope or duration or both, the Term will apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective.

Waiver

No waiver by us of any breach by you of any Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the Terms or any other provisions hereof.

Applicable law

These terms are governed and construed in accordance with the laws of England, without application of English conflict of law rules. If you use the site outside England, you are responsible for complying with the legislation wherever you are located. The courts of England shall have exclusive jurisdiction over any matters arising out of or in relation to these Terms.