

ZENDEQ

Terms & Conditions 2022.V1

Zendeq is a software solutions provider. Zendeq provides a web application platform as a service (referred to as the "Platform") for supply chain, transport and logistics professionals with the opportunity for eSourcing, eQuoting and eBuying logistics services, to enable lead generation and find new business (partners). Through Zendeq Users create and maintain digital relationships within the supply chain, transport and logistics community.

The Platform allows logistics service providers (the "Logistics Service Providers") and persons or entities seeking logistics services (the "Shippers"), (both respectively referred to as "Users" or "you(r)"), to collaborate across a range of logistics procurement and management activities and gain access to industry information, services, writings, graphics, media and data files and other text and content materials by using the Platform. Through the Platform, Users are able to post, receive and reply to quote requests and provide or receive logistics services, including the exchange of information and documents critical to establishing and conducting logistics services as described further below to or from other Users. Through the Platform Users are also able to find new business partners, based upon matching needs and requirements with capabilities through the Zendeq Search Engine, referred to as "Zendeq Technology".

Zendeq is not a party to the Contract of Carriage and does not provide transportation services or act in any way as a carrier, forwarding agent, freight forwarder, shipper association, or any (other) logistics service provider or similar concept under any law, convention or regulation.

These Terms and Conditions govern all use of our Platform and Services and all content, services and/or products available on or via the Platform (the "Zendeq Services").

The Zendeq Services are offered to you subject to your acceptance, without modification by the parties pursuant to these Terms and Conditions contained herein and all other operating rules, policies (including, without limitation, our Privacy Policy at <https://zendeq.com/privacy>, and any future modifications thereof, and procedures that may be published from time to time on the Platform or made available to you on or via the Zendeq Services. When accepted by you, these Terms form a legally binding Agreement between you and Zendeq. If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent, you have the legal authority to bind that entity.

By registering for, accessing, and/or otherwise using the Zendeq Services, you acknowledge that you have read, understood, and agree to be bound by these terms. If you do not agree to be bound by these terms, do not register or use the Zendeq Services.

To accept these Terms for itself you must have the legal capacity to do so and the individual must be at least 18 years of age. In the case of a legal entity, the entity must be duly incorporated with valid registration.

Users are entering into a Service agreement, by means of a monthly or annual subscription, with Zendeq B.V. based in Huizen, The Netherlands. Zendeq is registered at the Dutch Chamber of Commerce. Registration number 83321713.

The original language of these Terms is English.

On request Zendeq may provide available translations for convenience. In case of conflicts between the original English version and any translation, the English version shall prevail. Dutch law and legislation applies in case of any conflict or dispute.

Zendeq is allowed to unilaterally modify these Terms, our pricing, our Privacy Policy and our Cookies Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

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1. Key Terms

Further in the Agreement, you will encounter recurrent terms that are defined below:

- "Terms" means the Terms & Conditions which includes this entire document, also referred to as "Agreement".
- "Account" means the company, a subsidiary of a company or a department within a company under which a User is registered. Often the legal entity holding the Agreement with Zendeq
- "User" means anyone representing an Account (Logistics Service Providers and Shippers) and who is as such registered within an Account, under its own name, and having personal login credentials.
- "Key User" means a User with administrative privileges
- "User Contract" means the contractual relationship between the Users.
- "Shipper" means a User, a person, a Logistics Service Provider or brand owning and product companies that wants to transport or receive goods by road, sea, land, air or any other means of transportation.
- "Logistics Service Provider" means an User, a business or company that provides specialist knowledge and capability in the area of transport, freight, warehousing and/or fulfilment services or in the area of logistics services in general for brand owning and product companies (Shippers).
- "Zendeq Services" means all use of our Platform and Services and all content, services and/or products available on or via the Platform. These include also Software Services and Professional Services.
- "Zendeq Support" means support and maintenance provided to the User with regard to the Platform and the Software Services.
- "Zendeq Technology" means Zendeq's proprietary technology, including the Software Services, software (including in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Zendeq or Zendeq licensors) and also including any derivatives, improvements, enhancements or extensions of the Platform.
- "Confidential Information" refers to any information disclosed by one party to the other that can be reasonably understood to be confidential, including, without limitation, any information of Users, Zendeq, RFQs, quotes, quote requests, sales profiles, finding business partners and all financial, business, and technical information.
- "Content" means any material, information and data provided by the User and made available to other Users through the Platform, including but without limitation to, company logos, trademarks and other copyrighted materials, pricing schemes, data related to the delivery and parcel, currency selections and other information related to RFQs, quotes and Logistics Services.
- "Logistics Services" means any services related to the management over the flow of goods and materials between points of origin to end-use destination provided by the Providers, including but without limitation to, the handling, shipping, forwarding, warehousing, and packaging, as the case may be.
- "Scheduled System Downtime" is the total time during which the Software Services are inaccessible due to planned maintenance.
- "Service Fee(s)" means collectively the Subscription Fee and any other fees that Zendeq might charge for its services.
- "Software Services" means the Platform Services provided by Zendeq through the Platform. Software Services include Zendeq Support for the Software Services.
- "Professional Services" means any specific agreements made beyond these Terms between Zendeq and an Account and/or its User(s).
- "Initial Agreement" means the Agreement that parties enter into the moment a User choses to upgrade a free trial User Account during or immediately after the trial period ends. An Initial Agreement will always be an Agreement for the duration of one (1) year, unless agreed otherwise between Parties. An Initial Agreement will be automatically extended after one (1) year for an indefinite period.
- "Indefinite Agreement" means an Agreement for Indefinite duration. This is an Agreement between parties that doesn't set a time period for the life of the contract.
- "System Availability" means a percentage calculated by dividing the total time during which the Software Services are available for the User to use by the total time in a given period, less the Scheduled System Downtime.
- "Third Party Products/Services" means Zendeq's licensors products and/or services.
- "Subscription Fee" means the fixed fee payable by the Users. This is a fixed monthly fee per User.

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- “User Equipment” means User’s computer hardware and network infrastructure used to access the Platform.
- “User Technology” means User’s technology, including User’s Internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by User or licensed to User from a third party) and also including any derivatives, improvements, enhancements or extensions of the User Technology conceived, reduced to practice, or developed during the User’s usage of the Platform by or on behalf of User.

2. Your Subscription

- 2.1. As between you and Zendeq, you own the content that you publish on, or upload to the Zendeq platform and you are only granting Zendeq and our affiliates the following non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others.
 - 2.1.1. These rights are limited in the following ways:
 - You can end this license for specific content by deleting such content from the Services, or generally by closing your account.
 - While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
 - You and Zendeq agree that if content includes personal data, it is subject to our Data Protection & Privacy Policy.
 - You and Zendeq agree that we may access, store, process and use any information and personal data that you provide in accordance with, the terms of the Data Protection & Privacy policy and your choices (including settings).
 - 2.2. Payment of your subscription fee: You will honor your payment obligations and you agree to us storing your payment information. You acknowledge that fees and taxes may be added to our prices. Unless agreed otherwise, only the subscription fees applies. We do not charge any transactional fees, unless specifically agreed upon. A seven (7) days payment term applies. If you buy any of the Zendeq services, you agree to pay the applicable fees and taxes where applicable. Failure to pay these fees will result in the termination of your Services.
 - 2.2.1. Payment methods available are PayPal and Invoice / bank transfer.
 - 2.2.2. We will not trade with or provide any services to OFAC (Office of Foreign Assets Control) and sanctioned countries, companies and individuals. In addition, this applies to countries, companies and individuals listed by the NLNST (Nationale sanctielijst terrorisme) following Dutch law.
 - 2.3. Subscription fees: The Platform can be made available for a free trial. This trial period starts on the 1st day of the month in which your new account has been registered. During a free trial period a maximum number of User might be allowed to be signed up for free. In case a maximum number of Users is defined during a free trial you will still be able to register additional Users. When Users registers more than the maximum number of Users allowed during the free trial period, a fixed license fee per additional User per month might apply. A trial period will end automatically.
 - 2.3.1. A User has to possibility to upgrade a free trial User account during or immediately after the trial period to an Initial Agreement (a so called Zendeq membership). This Initial Agreement will always be an Agreement for the duration of one (1) year, unless agreed otherwise between Parties. An Initial Agreement will be automatically extended for an indefinite period.
 - 2.3.2. Subscriptions fees are applied and calculated as of the 1st day of the month in which a User has registered. You will be invoiced upfront monthly, quarterly or annually. See <https://zendeq.com> for details around trial accounts, subscriptions, duration and subscription fees.
 - 2.4. User Subscription Cancellation Policy: Users can cancel their subscription within 24 hours after the User has been activated for the first time. In the event the subscription was paid already, refunds will be made back to the payment solution used initially by the customer. Please allow for up to thirty (30) days for the refund transfer to be completed.
 - 2.5. Subscription Refund Policy: For any other reason than a User subscription cancellation within 24 hours after an User has been activated, no refunds will be made available in any case and under no circumstances.

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3. User Contracts and Agreements

- 3.1. This Agreement (and any other supplemental or additional agreement you enter into with Zendeq) governs your use of the Platform. The specific terms and conditions of a User's purchase or sale of the Logistics Services (such as pricing, warranties from providers, delivery, etc.) through the Platform are established between the Users by means of separate transaction agreements ("the User Contracts").
- 3.2. Although the Users post the Content, the Logistics Services or inquiries on the Platform, Zendeq is only a Platform for the Users to agree upon the terms of the transactions between the Users (the "Transactions"). Zendeq does not intervene into the communication between the Users as well as negotiation, conclusion, and execution of the Transactions and the User Contracts.
- 3.3. Zendeq's responsibilities with regard to the User Contracts are limited to facilitating the availability of the Platform. By using the Platform, the User acknowledges and agrees that the contracting Users and not Zendeq are solely responsible for providing services under the User Contracts and any information or warranties related thereto. Zendeq cannot and does not control whether Users complete the sale of the Logistics Services they offer.
- 3.4. Zendeq is not responsible for the payment or collection of orders made through the Platform. Zendeq does not set nor endorse the price, contract terms, quality, safety, conformance or legality of any of the Logistics Services advertised or offered for sale, the ability of Users to sell or provide the Logistics Services or the ability of Users to buy the Logistics Services.
- 3.5. When the Users decide to enter into the User Contract through the Platform, the User Contract is the contractual relationship between the Users and the Users have complete discretion with regard whether to enter into the User Contract and the agreed terms of the User Contract. The User acknowledges and agrees that Zendeq is not a party to the User Contracts and the formation of the User Contracts does not create employment, partnership, joint venture, or other service relationships between the Users and Zendeq.
- 3.6. Zendeq will not be liable for any direct, indirect, consequential or inconsequential loss or damage that results from the User Contracts and any business transactions made between the Users as a result of the interactions through the Platform.
- 3.7. The Users are entitled to enter into any agreements as they deem to be appropriate (e.g., confidentiality or assignment agreements), provided that such agreements do not conflict with, narrow, or expand this Agreement.
- 3.8. The Users are solely responsible for:
 - Ensuring that they are qualified in providing the Logistics Services under the User Contracts;
 - Preparing, negotiating, concluding, and executing the User Contracts;
 - Paying all applicable taxes, levies, duties, and other fees associated with payments made under the User Contracts; and
 - The Users are solely responsible for providing accurate information on the Platform through their Accounts, including their contact details, business information, availability schedules, and service fees. Zendeq bears no responsibility and makes no warranties about the accuracy, truthfulness, or completeness of such information and any transactions carried through the Platform.
 - The Users are solely responsible for carrying out appropriate checks regarding other Users, including, without limitation, their relevant trade and industry accreditations, qualifications, legal authorizations, the scope of insurance, and availability schedule prior to concluding the User Contracts. None of the references provided in relation to any User of the Platform (e.g., reviews, comments, or ratings) represents endorsement, certification or guarantee about any User, as well as the information or services provided by that User.
- 3.9. Zendeq is not responsible for any disputes that arise between the Users, nor is Zendeq obliged to receive or process, complaints against the Users or resolve disputes between the Users, unless the complaint concerns the performance of Zendeq's legal or contractual obligations under this Agreement.
- 3.10. The Users agree to report any abuse related to the User Contracts without undue delay to Zendeq. Zendeq reserves the right but is under no obligation to investigate the reported abuse and impose proportional sanctions on the Users.
- 3.11. Users grant the right to Zendeq to show, list and/or name User Account's company logo's and/or company names for reference purposes only on Zendeq's website and on the Platform, including other means of communication, unless agreed otherwise in a separate written agreement.

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4. Using the Platform

- 4.1. As a User you may post, receive and reply to (quote) requests and provide or receive the Logistics Services, including the exchange of information and documents critical to establishing and conducting the Logistics Services. Request For Quotes will be made available via the Platform and only selected Accounts will be able to provide a quotation based upon the information provided in the Quote Requests, including further information such as freight mode, weight charges and any applicable surcharges.
- 4.2. The Shipper understands and agrees that through the acceptance of a Quote, the Shipper enters into a legally binding agreement with the Provider and thereby accepts any terms, conditions, rules and restrictions imposed by the Provider with regards to the Logistics Services (such as delivery terms, warranties of Provider, liability and limitation thereof), and any such agreement must not violate any provision of this Agreement.
- 4.3. Upon awarding of the Quote by the Shipper to Service Provider, Service Provider shall provide its Logistics Services as agreed upon by the Users and is solely responsible for performing the Logistics Services. The Service Provider shall submit its Proof of Felivery ("POD") or Information of Delivery ("IOD") through the Platform, including but not limited to, the name of the person accepting the shipment and time stamps.
- 4.4. Providers shall invoice Shippers directly. Shippers have the possibility to make the invoices available through the Platform, directly linking these to the relevant shipment/activity.
- 4.5. For the avoidance of doubt, Zendeq itself does not serve as a payment collection agent or remittance agent and does not assume any liability for any acts or omissions of any User.

5. Zendeq user policy

- 5.1. You agree to:
 - Complying with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
 - Providing correct information and keep it updated;
 - Using the Services in a professional manner;
 - Provide full, complete, and accurate information, including personal data, and agree to amend it as soon as any changes occur;
 - To be solely responsible for any activity that occurs through your Account and shall not hold Zendeq liable in this regard, for any reason whatsoever.
- 5.2. You agree to not:
 - Provide any fake, false, misleading, defamatory, or erroneous information
 - Develop, support or use the software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
 - Override any security feature or bypass or circumvent any access controls or use limits of the Service;
 - Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of Zendeq;
 - Disclose information that you are not allowed to disclose;
 - Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights;
 - Violate the intellectual property or other rights of Zendeq;
 - Post anything that contains software viruses, worms, or any other harmful code;
 - Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
 - Sell/re-sell or otherwise monetize the Services;
 - Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
 - Monitor the Services' availability, performance or functionality for any competitive purpose;

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- Place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms);
 - The User shall not impersonate, falsify or otherwise misrepresent itself or User's organization.
 - The User shall not recruit or otherwise solicit any other User to join third-party services or websites that are competitive to the Platform or Zendeq, without Zendeq's prior written approval.
 - The User shall not use the Platform to find another User and enter into an agreement regarding the Logistic Services independent of the Platform in order to circumvent to pay any Service Fees chargeable by Zendeq.
- 5.3. We use data and information about you to make relevant suggestions to you and others. Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant.

6. Confidential Information & Privacy of Users

- 6.1. The User agrees not to disclose other Users' Confidential Information, including, but not limited to, any information and related documents shared during any communication by and between the Users on the Platform. In addition, the User agrees not to disclose the Confidential Information of Zendeq, such as business and technical information, including, but not limited to, pricing, aggregated data, analytics data, and ratings.
- 6.1.1. The foregoing restrictions (6.1.) shall not apply with respect to any information that;
- (a) is or becomes generally known or publicly available through no act or failure to act on the part of the receiving party, or
 - (b) is rightfully known by the receiving party at the time of receiving such information as evidenced by records.
- 6.2. The User agrees and undertakes to use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information with at least reasonable degree of care and to not disclose any information, except as for the purposes it is provided to the User, or when required due to a judicial or governmental request or order and only in accordance with applicable laws.
- 6.3. The User shall not disclose, sell, rent or distribute another User's information to a third party or use information for marketing purposes, unless the User obtains the consent of the specific User to do so. The User agrees to comply with the applicable data protection laws when processing any personal data through the Platform.
- 6.4. In connection with User's use of the Platform, the User undertakes to not infringe, misappropriate or violate the rights of any person or entity, including but not limited to, their intellectual property, privacy, or contractual rights.

7. No Endorsement or Review

- 7.1. Zendeq does not review or endorse any fees of the Providers or the Quotes, Provider's delivery terms, truth or accuracy of the Content, safety, quality, performance, conformance or legality of any of the Logistics Services advertised or offered for sale, the ability of the Provider to sell or provide the Logistics Services or liquidity of the Users.
- 7.2. The User acknowledges and agrees that the User is solely responsible for creating, managing, editing, reviewing, testing, deleting, and otherwise controlling the Content the User posts on the Platform.
- 7.3. The User shall be responsible for any liability associated with Zendeq's publication and distribution of the Content and the User agrees to indemnify and hold harmless Zendeq from any and all claims whatsoever, that may arise from the Content posted on the Platform.
- 7.4. The User represents and warrants that the Content and any transaction between the Users:
- a) must not be fraudulent;
 - b) must not infringe any third party's rights, including but not limited to copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
 - c) must not violate any applicable law, statute, rule or regulation;
 - d) must not be obscene, indecent or contain pornography;
 - e) must not be defamatory, libellous, threatening or harassing;
 - f) must not be outdated or inaccurate in any way that could mislead any User; and

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- g) must not link directly or indirectly to or include descriptions of products or services that are prohibited by this Agreement or any relevant laws or regulations.
- 7.5. The User acknowledges and agrees that Zendeq is not obligated and undertakes no responsibility to review the Content and to determine its truth or accuracy. However, Zendeq may take any action deemed necessary and appropriate with respect to any Content, including, but not limited to, the removal and deletion of the Content that Zendeq, in its sole discretion, believes to cause any liability to Zendeq, the Users or other parties or interfere with or impair Zendeq's relationship with any User. Zendeq also reserves the right to temporarily or permanently disable any Account.

8. Intellectual property

- 8.1. This is an agreement for access to and use of the Zendeq Services, and you are not granted a license to any software by this Agreement. The Zendeq Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them.
- 8.2. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Zendeq Services in whole or in part, by any means, except as expressly authorized in writing by us.
- 8.3. We do encourage customers to give feedback and suggestions on the Zendeq Services. You agree that such feedback and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Zendeq Services, without payment or attribution to you. This also includes change request to the Platform or Services that are carried on Users request.

9. Content

- 9.1. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful.
- 9.2. Zendeq generally does not review content provided by our Customers or others.
- 9.3. You agree that we are not responsible for others' (including other Members') content or information.
- 9.4. We cannot always prevent the misuse of our Services, and you agree that we are not responsible for any such misuse.

10. Termination

- 10.1. A free trial period will always end automatically. If Users chose to continue using the Zendeq Services after the trial period, they may enter into an Initial Agreement. The Initial Agreement will be concluded for the period of one (1) year, unless agreed otherwise between parties.
- 10.2. The moment the Initial Agreement period ends the Agreement is automatically extended and becomes an Indefinite Agreement. Both you and Zendeq may terminate an Indefinite Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services.
- 10.3. The following shall survive termination: Any amounts owed by either party prior to termination remain owed after termination.
- 10.4. Termination Rights: Unless as agreed otherwise in a separate written agreement, either Zendeq or the User may immediately terminate an Indefinite Agreement and/or any service subscription by notifying the other party in writing via e-mail.
- 10.5. User Obligations: Upon termination, the User agrees to pay all outstanding debts to Zendeq in full immediately prior to termination, and honor all outstanding transactions.
- 10.6. Account Deletion: Upon termination and fulfilment of all outstanding transactions and/or payments, Zendeq shall delete the Account. Zendeq shall not provide any backup copies of the Content; the User is solely responsible for creating and storing backup copies of the Content.

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- 10.7. Breach of the Agreement: The Agreement shall be terminated automatically if the User breaches any provision of the Agreement. Zendeq may suspend, disable, or delete the Account (or any part thereof) if Zendeq has a reason to believe, at its sole discretion, that the User has violated any provision of this Agreement or that User's conduct tends to damage Zendeq's reputation and goodwill. If the Account is deleted for the foregoing reasons, the User may not re-register.

11. Software Services Provided

- 11.1. The Software Services and the Professional Services provided hereunder will be performed by skilled and qualified personnel, in a professional manner in accordance with the standards of the computer services industry.
- 11.2. Zendeq will provide a ninety nine and one-half percent (99.5%) rate of the System Availability measured on a calendar annual basis (the "Service Level"). The Service Level will not apply to performance issues: (a) caused by factors outside of Zendeq's reasonable control; (b) that resulted from any actions or inactions of the User or any third parties (e.g. lack of network availability or performance as provided by Zendeq's bandwidth provider partners); or (c) that resulted from the User Equipment.
- 11.3. Zendeq will give the User a notice of any Scheduled System Downtime. The Scheduled System Downtime will not be factored into the System Availability calculations.
- 11.4. Zendeq will regularly backup, at least daily, the Software Services data. The User agrees that in the event of any loss or damage to User's data due to malfunction of the Software Services, Zendeq will restore lost or damaged data to the extent of its latest backup.
- 11.5. If the Software Services do not meet the Service Level, Zendeq will undertake necessary and appropriate recovery actions.
- 11.6. The Service Level as set forth herein will apply only to the Software Services provided by Zendeq and does not apply to any Professional Services or to any service(s) that expressly exclude the Service Level.
- 11.7. The User is responsible for the selection of software to satisfy its requirements, for its data, and for the data and other results obtained, and conclusions drawn, from operation of the Software Services. Zendeq will have no liability to the User or third parties in connection with the use of such data, results and conclusions. In addition, the User acknowledges that Zendeq does not and cannot control the flow of data to or from other portions of the Internet. Actions or inactions of third parties may result in situations in which User's connection to the Internet, its use of the Software Services, or information and systems may be impaired, disrupted or damaged. Although Zendeq uses commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Zendeq cannot guarantee that they will not occur. Accordingly, Zendeq disclaims any and all liability resulting from or related to such events.

12. Access to the Platform

- 12.1. The User is responsible for providing all equipment necessary to access the Internet and the Platform. Zendeq will make all commercially reasonable efforts to ensure that the Platform is available to the Users, with regularly scheduled system downtime and other non-scheduled outages, where possible, occurring on the least disruptive day and time.
- 12.2. User's access to and use of the Platform is achieved through a combination of a username and password. A User with administrative privileges ("Key User") may add additional Users to enable multiple Users within the User's organization to use the Platform. The username and password provide entry to the Platform and allow the User to perform a range of actions on the Platform. No User or other person is permitted to access the Platform using the username and password of any other User.

13. Availability of the Platform

- 13.1. The Platform is usually available 24 hours a day, 7 days a week pursuant to the Service Level as set forth in Clause 10. However, Zendeq retains the right to make the Platform unavailable from time to time for any reason. The User agrees that Zendeq shall not be liable for any damages arising from any interruption, suspension or termination of the Platform.

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14. Support

- 14.1. Zendeq shall provide reasonable technical support to the Account and its authorized User. Zendeq shall respond to enquiries of support from a Client utilizing the contacts set forth below as soon as reasonably possible.
- 14.2. The contacts for all enquiries of support are via email: Support@Zendeq.com

15. Third-Party content and services

- 15.1. The Platform may link directly or indirectly to third-party websites or services. Zendeq does not control nor endorse or assume any responsibility for third-party content, goods and services, business practices and policies of any third party.
- 15.2. Zendeq does not endorse or control the truth or accuracy of any Logistics Services or any related data made available by the User through the Platform.
- 15.3. Zendeq must not be held responsible, or liable, directly or indirectly, for any damage, or loss caused or alleged to have caused by or in connection with any third-party content available on or through the Platform.

16. Warranty Disclaimer

- 16.1. Unless otherwise expressly stated by Zendeq, Zendeq and its affiliates do no warrant that the Zendeq services and any content, services or features made available with or via the Zendeq services will be uninterrupted or error-free or that the servers that make them available are free of viruses or other harmful components.
- 16.2. The laws of certain countries do not allow limitations on implied warranties or the exclusion or limitation of certain damages.
- 16.3. Zendeq provides the Platform and its Services on an "As is" and "As available" basis and without warranty or condition, express or implied. The User agrees that User's access and use of the Platform is at User's sole risk. Zendeq expressly disclaims all warranties of any kind, including but not limited to;
 - The implied warranties of merchantability;
 - Fitness for a particular purpose and non-infringement;
 - That the Platform will be continuous, uninterrupted and/or error-free;
 - The quality, identity or reliability of any User, User's performance or liquidity, and whether the User should do business with such any User;
 - The accuracy or truthfulness of content made on the Platform by or on behalf of the Users;
 - The accuracy or truthfulness of and any warranties regarding the information, products or services provided by or through the content or the applicability to any User's circumstances or requirements.
- 16.4. No Advice or information, whether oral or written, obtained from Zendeq or through the Platform, will create any warranty nor expressly made herein.
- 16.5. The User is solely responsible for all of User's interactions with other Users, communications and content provided.
- 16.6. Zendeq does not review or verify any content, including but not limited to, Finding Business Partners, Sales Profiles, Quote Requests, RFQ's, RFI's, Service Providers delivery terms, truth or accuracy of the content posted by the User, safety, quality, performance, conformance or legality of any of the Logistics Services advertised or offered for sale, the ability of the Service Provider to sell or provide the Logistics Services or liquidity of the Users.

17. Indemnification and Limitation of Liability

- 17.1. You agree to defend, indemnify and hold harmless Zendeq and its affiliates, and their respective officers, directors, employees, shareholders, agents, service providers and licensors, from any claims, losses, damages, liabilities, including attorney's fees, arising out of your use or misuse of the Zendeq Services, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants.

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- 17.2. You will indemnify, defend and hold us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, shareholders, agents, service providers, licensors, and affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of:
- unauthorized or illegal use of the Zendeq Service by you or your Affiliates,
 - your or your Affiliates' noncompliance with or breach of this Agreement,
 - your or your Affiliates' use of Third-Party Products, or
 - the unauthorized use of the Zendeq Service by any other person using your User information.
- 17.3. We will:
- Notify you in writing within twenty (20) days of our becoming aware of any such claim;
 - Give you sole control of the defense or settlement of such a claim;
 - Provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim.
- 17.4. You will not accept any settlement that imposes an obligation on us; requires us to make an admission; or imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.
- 17.5. In the event of a dispute between one or more Users or any other third party, the User hereby agrees, to the fullest extent as permitted by law, to release, defend, indemnify and hold Zendeq, and each of its respective affiliates, its officers, directors, shareholders, subcontractors, agents and employees, harmless from and against any claims, liabilities and damages of every kind and nature, incurred or allegedly incurred by Zendeq, arising out of or in any way connected with:
- User's access to or use of the Platform or the Content and engagement in transactions on the Platform;
 - User's violation of this Agreement;
 - User's provided Content;
 - User's communication or interaction with any other User through the Platform;
 - Finding New Business Partners;
 - Creation of an RFQ or Quote Request;
 - The Logistics Services sold or ordered on the Platform; and
 - User's failure to perform or breach of warranty.

18. Entire Agreement

- 18.1. These Terms are the entire agreement between User and Zendeq regarding Users use of the Zendeq Services and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

19. Governing Law and jurisdiction

- 19.1. In the event of a dispute, controversy or claim arising out of or in relation to these Terms, including but not limited to the formation, validity, breach or termination thereof, the parties shall attempt to solve the matter in mutual negotiations. Should an settlement between parties not be possible, the dispute shall be finally solved in Dutch court subject to the Zendeq Terms and conditions. These Terms and Conditions are governed by Dutch law.
- 19.2. This Section does not affect any statutory rights that the User may be entitled to as a consumer.

20. General provisions

- 20.1. A party's failure to insist upon or enforce strict performance of any provision of this Agreement or waiver of any right shall not be construed as a waiver of any provision or right. Neither the course of conduct between User and Zendeq nor

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trade practice shall act to modify any provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by an assigned arbitrator or a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible and any other provision of this Agreement shall remain in full force and effect. Headings found in this Agreement are for references only.

- 20.2. This Agreement may not be assigned or otherwise transferred by the User, in whole or in part, and any such assignment or transfer without prior written consent shall be null and void and of no force or effect whatsoever.
- 20.3. The parties act as independent contractors. No provision in this Agreement may be construed to constitute either party as an agent, servant, employee or partner of the or as any partnership, joint venture or similar relationship whatsoever.
- 20.4. Neither party shall be liable for any delay in meeting or for failure to meet its obligations under this Agreement due to any cause outside its reasonable control, including but without limitation to, war, riot, acts of public enemies, malicious acts of damage, acts of any government authority, failure of the public electricity service, natural disasters, and which by its reasonable care and diligence it cannot overcome and are not the result of its negligence.
- 20.5. Any notices or other communications permitted or required hereunder, shall be in writing via email to the email address provided by each party.

21. Contact

- 21.1. If you have any questions with regard to this Agreement, please contact Zendeq via email: support@zendeq.com