

TERMS AND CONDITIONS

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1 INTRODUCTION

These Terms and Conditions ("**Terms and Conditions**" or "**Agreement**") is made and entered into by and between Alzare Technologies Inc. ("**Alzare Technologies**", "**we**", "**us**", or "**our**"), a corporation organised and existing under the laws of the United States of America ("**USA**"), with its mailing address at P.O. Box 16183 Houston TX 77222 USA, and any person ("**User**", "**you**" or "**your**") who accesses and uses the Platform, and by clicking a button or checking a box marked 'I Agree' has agreed to all the Terms.

This Agreement along with the Privacy Policy, Code of Conduct, Indemnity and Disclaimer of Liability, Confidentiality and Non-Circumvention Agreement, Intellectual Property Notice, Dispute Resolution Policy (Collectively "**Terms**") set out the legal obligation vis-à-vis terms and conditions for your interaction and usage of the Platform, each of which is incorporated by its reference herein. If you do not agree to any of these Terms, please do not use or access the Platform. The Platform is an online marketplace where Users may obtain or provide various Products and Professional Services, strictly subject to our Terms.

You are required to read and accept this Agreement before you may use the Platform and/or the Products and Services. By visiting, accessing and/or using the Platform, we understand that you have fully read, understood, and accepted this Agreement. In addition, when you use any current or future version of the Platform or avail any of the Products or Services or click the 'I Agree' button on the Platform, it will constitute a symbol of your signature. You hereby acknowledge and admit that you have read, understood, and accepted to be bound by these Terms, as may be modified by Alzare Technologies from time to time. Any amendments or variations thereto shall take effect from their date of publication on the Platform.

2 DEFINITIONS

- 2.1 "**Account**" means the account that Users are required to create on the Platform to use the Professional Services and/or purchase the Products;
- 2.2 "**Client(s)**" means User who registers on the Platform and solicits services of Professionals;
- 2.3 "**Customer(s)**" means a User who purchases Product(s) or Services from the Platform;
- 2.4 "**Listing**" means one or more Products or Services listed by a Vendor as available for purchase via our Platform;
- 2.5 "**Party**" or "**Parties**" means Alzare Technologies and User, individually and collectively respectively;

- 2.6 **"Platform"** means the Website and/or Alzare Technologies' application for mobile devices;
- 1.1 **"Platform Content"** means any and all text, graphics, images, music, video, audio, usernames, user photos, user videos and any other information, including the display of delivered Order and any other information/material, which are available on the Platform;
- 2.7 **"Product(s)" or "Services"** means such goods or services which the Vendor has listed on the Platform in order to sell and deliver such goods or Services to the Customers in accordance with the Customer Terms and Vendor Terms;
- 2.8 **"Professional(s)"** means User who registers on the Platform as a service provider, to provide services to Clients;
- 2.9 **"Professional Services"** means services offered by a Professional on the Platform;
- 2.10 **"Task"** means a job created by a Client which is subsequently completed by the Professional. A Task creates a contractual relationship between the Client and the respective Professional. Alzare Technologies or any of its representatives are not party to such contractual relationship.
- 2.11 **"User", "you" and "your"** collectively mean the person, company or organization, including without limitation, the Client and Professional, who has visited or is using the Platform and/or the Products and Professional Services; and
- 2.12 **"Vendor(s)"** means a User who sells Products or Services on the Platform; and
- 2.13 **"Website"** means www.alzare.com.

Besides the definitions contained in this section, the Terms contain definitions throughout the main body of the Terms.

3 TERM

The term of this Agreement begins as soon as you access the Platform and continues as long as you use the Platform. By accessing the Platform, creating an Account, and clicking 'accept' whenever prompted means that you've officially 'signed' these Terms.

4 PLATFORM USAGE

- 4.1 You hereby through this reference agree to comply with these Terms when accessing/using the Platform. A limited right is granted to you for accessing/using the Platform. This right is available as long as you adhere to our Terms.
- 4.2 We strive to keep our Platform available for you to use 24x7. We also ensure that our Platform shall be accessible and secure always, however we cannot guarantee

the perpetual accessibility/availability of Platform. We may cease to provide or make available certain features of our Platform or the entire Platform with or without any notice to you.

- 4.3 We may repeal the limited right granted to you concerning the use/access to the Platform by providing notice to you. The rescission of right shall be effective immediately upon us providing such notice.
- 4.4 All requests, enquiries, communications, etc. shall be done through us ("**Communication(s)**"). The Client, Customer, Professional or Vendor shall not send direct Communications to each other outside the Platform under any circumstances. All Communications shall be received and relayed through us. This is done to ensure that all Communications are presented to the Users in a comprehensible manner due to the nature of the Professional Services and Products provided by the Professionals and Vendors respectively. When a Communication is received from a Client or Customer, we relay the information and requirements to a Professional or Vendor as chosen by the Client or Customer. The response and details such as quotes and other details are then relayed to the Client or Customer. It is our responsibility to ensure that the Communications are shared with our Users 'as is' as much as possible without significant modifications. We will strive to ensure that all Communication cascades are accurate. Notwithstanding the foregoing, we shall not be liable for any (including without limits) claims, damages, disputes if any Communications are inaccurate, or wrong under any circumstances except to the extent that we may be held liable under applicable laws. We reserve the right to impose penalties and close Accounts who circumvent or try to circumvent the Platform and establish Communications with each other to avoid payments to us or any other reasons.
- 4.5 The Users will be prompted to agree/sign certain documents, including but not limited to non-disclosure, non-circumvention, pricing terms, and other documents prior to using the Platform ("**Documents**"). You agree that owing to the nature of the Professional Services and Products, confidentiality requirements of the Clients and Customers is essential to execute the Documents prior to using the Platform services and the Professional Services and Products. By clicking 'I agree' or other synonymous words, you agree that a legally binding agreement is being formed.
- 4.6 We accept payments through third party payment service providers. All payments are made by us to Professionals and Vendors via a bank account owned, operated, and maintained by us ("**Alzare Account**"). The Users agree to make payments when required in a timely manner. All payments are made to the Professionals and Vendors

subject to completion of allocated Tasks, delivery of Products and written Client approval (as applicable).

5 CURRENCY CONVERSION

If you incur charges on the Platform or receive/send other applicable amounts in a currency that is different from your Account's primary currency, your funds will be automatically converted to pay for them by our payment service providers.

You may incur conversion charges in such instance ("**Conversion Charge**"). Foreign currency conversion rates adjust regularly based on market conditions. We solely operate in USD ("**Supported Currency**").

The payment service provider selected by the User may also charge other fees even when currency conversion is not involved.

A User's authorization of a payment using a foreign currency conversion rate displayed on the Platform is solely at the User's risk. We and our affiliates are not responsible for currency fluctuations that occur when billing or crediting your selected payment method denominated in a currency other than the Supported Currency. We and our affiliates are not responsible for currency fluctuations that occur when receiving or sending payments to and from the Alzare Account.

6 UNITED STATES LEGAL COMPLIANCE

All Users of our Platform (including visitors) hereby through this reference represent and warrant that:

- 6.1 They are not based in any country that is subject to the United States government embargo, or that has been labeled by the United States government as a 'terrorist supporting' country.
- 6.2 They are not registered on any United States government list or directory of prohibited or restricted parties.
- 6.3 All Users of our Platform (including visitors) acknowledge and agree to adhere to all of our Terms and that, we do not monitor your compliance to the applicable laws nor is it feasible to do so. We operate on the assumption that you meet all eligibility requirements for accessing and using our Platform.

7 ACCOUNT REGISTRATION

- 7.1 To access the Platform, you need to register for an Account on the Platform. For continuous access to our Platform, it is suggested that you provide us with accurate, complete, and updated information wherever applicable. Failing to meet the aforesaid condition may result in the suspension of the respective Account.

- 7.2 You agree not to (a) misrepresent yourself as someone else by selecting or using a username, a name, email, or phone number of another person; (b) use, as a username, an offensive, vulgar, or obscene name; and (c) use as a username a fictitious name or pseudonym.
- 7.3 You are solely liable and responsible for any activity that occurs on your Account. You agree and understand that you shall not share your Account password with anybody or do any such act which promotes unauthorized use of your Account. You shall take all measures to protect your password including but not limited to restricting use of your personal device.
- 7.4 You must notify us immediately on our Platform of any change in your eligibility to use the Platform, breach of security, or unauthorized use of your Account. You shall have the ability to delete your Account, either through the Platform or through a request made on our Platform.
- 7.5 You understand and agree that by creating an Account you agree to receive communication concerning marketing emails and SMS from us. You understand and agree that any communication or notification you receive from us electronically shall qualify as a legal notice and meet all the legal notice requirements.

8 LICENSE

Subject to the Terms, Alzare Technologies gives you a limited, revocable, non-sub-licensable, non-exclusive, and non-transferable license to the Platform and Platform Content only for purposes of using the Platform in accordance with these Terms. It is expressly prohibited without the prior express permission from Alzare Technologies to use, reproduce, modify, distribute, or store any Platform Content for purposes other than using the Platform consistent with these Terms.

9 ELIGIBILITY

- 9.1 To use our Platform, you must:
- 9.1.1 Be at least of age of majority as per your local laws and not disqualified from entering into contracts under any law;
 - 9.1.2 Complete the registration process;
 - 9.1.3 Agree to our Terms; and
 - 9.1.4 Provide true, complete, and up to date legal and contact information.
- 9.2 You represent that you have the power, capacity, and authority to enter into and perform its obligations under this Agreement.

- 9.3 By using the Platform, you represent and warrant that the Agreement is legal and binding on you and you will use the Platform only for legitimate purposes.
- 9.4 By using Platform, you represent and warrant that you meet all the requirements listed in this Clause 9, and that you will not use the Platform in a way that violates any laws or regulations, or provisions of any contract or other undertaking or instrument to which you are a party or which is binding upon you or any of your assets. Alzare Technologies may refuse service, close Accounts, and change eligibility requirements at any time in their sole discretion.
- 9.5 By accepting these Terms, you represent and warrant that you are qualified concerning the conditions stated herein and are therefore permitted to use the Platform. If you do not meet any of the conditions stated herein you shall not access/use the Platform and must cease to be a User.
- 9.6 The User may be asked, while registering and creating an Account on Platform to submit their information including (without limits) their school, work, histories, cell phone number, email address, date of birth, location or address, emergency contact details, and payment details which include bank account details, card details, photo identification, and other financial details required for making payment on the Platform as well as any information for tax purposes. Where applicable the Users will provide their email address issued by their respective educational institutions and universities.

10 DATA PROCESSING AGREEMENT

We may access and process user Personal Data outside the USA. We will always process User Personal Data in line with the provisions of the General Data Protection Regulation (GDPR) and California Consumer Privacy Act (CCPA).

All financial data and Personal Data collected from you is used by us solely for the purpose of providing the Platform and the services provided through the Platform. We utilize third party payment providers such as PayPal for accepting payments. However, we will make payments to the Professionals and Vendors via the Alzare Account. The terms and conditions of such third-party payment providers will apply in addition to these Terms.

Please read our Privacy Policy to know and understand further how we and such third-party payment providers collect and use your Personal Data.

11 TERMS FOR THE CLIENTS

- 11.1 Clients can create Tasks via their Accounts. Subsequently, when a Task is created on the Platform, Professionals can view created Tasks once they go live on the Platform and apply to them. Furthermore, Clients can directly invite Professionals to

apply to their posted tasks or jobs. All Communications are made in accordance with the Terms contained herein.

11.2 Alzare does not charge Clients a fee for listing or posting Tasks on it's platform. All Tasks, Jobs, or Work Orders can be posted for free.

11.3 A Task may be removed by the Platform due to violation of these Terms, which may include (but are not limited to) the following violations and/or materials:

- a) Illegal or fraudulent requests;
- b) Copyright infringement, trademark infringement, and violation of a third party's terms of service reported through our Intellectual Property Claims;
- c) Adult oriented requests including but not limited to prostitution, pornographic or inappropriate/obscene requests;
- d) Intentional copies of Tasks;
- e) Spam, nonsense, or violent Tasks;
- f) Tasks misleading to Professionals;
- g) Reselling of regulated goods; and
- h) Any other reason which in our opinion violates the policies of the Platform.

11.4 Tasks that are removed for violations are not eligible to be restored or edited.

11.5 Tasks may be removed from our search results on the Platform due to inferior performance and/or User misconduct.

11.6 The prices posted by the Professionals are negotiable.

11.7 The Client agrees that we charge a processing fee on every completed Task. We may charge a processing fee amount of not less than 4% upon successful hiring of a Professional for a Task which will be included in any invoice(s) sent to the Client. All prices payable for Tasks shall be displayed on the order page on the Platform. Client agrees that the prices quoted on the Platform may vary if the scope of Professional Services to be provided by the Professionals change materially. All such material modifications shall be pursuant to written approval by the Professionals. In addition, a separate order modification form or Document may be needed to be executed prior to commencement of a Task in which material changes are requested.

11.8 The Clients shall not offer direct payments to Professionals using third-party payment systems or payments systems outside of the Platform. In the event of contravention of the terms of this Clause 11, we may take action against the Client in our sole discretion, including but not limited to temporary bans or suspension of access to the Client's Account and termination of such Client's Account.

11.9 Alzare Technologies retains the right to use all Platform Content including published and/or delivered Tasks for our marketing and promotional purposes.

11.10 TO PROTECT AGAINST FRAUD, UNAUTHORIZED TRANSACTIONS (SUCH AS MONEY LAUNDERING), CLAIMS OR OTHER LIABILITIES, WE DO NOT COLLECT CREDIT INFORMATION; BUT ALLOW OUR PAYMENT PROCESSORS TO COLLECT INFORMATION FOR THE PURPOSE OF COLLECTING PAYMENTS FROM USERS ON THE PLATFORM OR TRANSFERRING PAYMENTS TO USERS ON THE PLATFORM. WE ARE NOT EXPOSED TO THE PAYMENT INFORMATION PROVIDED TO OUR PAYMENT PROCESSORS, AND THIS INFORMATION IS SUBJECT TO THE PRIVACY POLICY APPLICABLE TO THE PAYMENT PROCESSOR.

12 CLIENTS' REPRESENTATIONS AND WARRANTIES

12.1 Clients shall engage Professionals for availing Professional Services. Clients represent that the purpose for which they hire the Professional is legitimate and lawful purposes only.

12.2 Clients understand and agree that they are exclusively responsible for all payments to the Professionals. These payments relate to services availed by the Clients through this Platform and our third-party payment processors.

12.3 Clients understand and agree that they are responsible for paying any direct or indirect taxes, including any state or local taxes, GST/HST/PST, VAT or otherwise, which may apply to them depending on residency or location. The Tasks and prices listed on the Platform shall be inclusive of all such taxes and charges that may apply to the Clients unless specified by us otherwise in writing.

12.4 Clients agree and understand that Professionals are not employees, or agents of Alzare Technologies. Professionals and Clients are responsible for determining any contract terms between Client and Professional including without limitation pay rate, work hours, service dates, and working conditions. Clients agree and acknowledge that Alzare Technologies has no control, supervision, direction, decision-making authority, for Professionals and/or Professional's personnel other than a Professional's access and use of the Platform. We solely act as a Communications relay between our Users.

12.5 Client agrees and understands to keep an active email address and phone number and to make the aforesaid address or number available where applicable to Platform. Clients authorize Alzare Technologies to share their contact information which Alzare Technologies has in its possession with Professionals registered on this Platform solely if required by us.

12.6 Clients understand that Platform does not guarantee the accuracy and validity of any content posted by Professionals. It does not vouch for any such Platform Content.

12.7 Clients represent and warrant to not engage with the Professionals outside of the Platform. Doing so may result in permanent Account termination.

13 TERMS FOR THE PROFESSIONALS

Professionals offer Professional Services on the Platform.

13.1 Professionals should provide a description of their skills and experience in their online Professional profile ("**Professional Profile**") for Clients to review.

13.2 Professionals shall not create multiple Accounts for the purposes of multiple applications to Tasks or any other reason.

13.3 Professionals understand and agree that Alzare Technologies charges a commission before disbursing amounts due to Professionals. The Professional shall pay such commission to Alzare Technologies in accordance with the following schedule:

TASK VALUE	SERVICE FEES
\$0 - \$10,000.00	[9.00%] per Task
\$10,000.01 - \$100,000.00	[8.00%] per Task
\$100,000.01 - \$1,000,000.00	[7.00%] per Task
Greater than \$1,000,000.00	[5.00%] per Task

Task Value shall not be affected by any discounts that may be offered by the Client. Alzare Technologies does not charge any commission on any tips received by the Professionals except any transaction processing charges which may be applied by the payment processor.

13.4 All Task modification requests are subject to written approval from the Professionals. The Professionals agree to sign any forms, Documents for the purpose of a Task modification. The price for a Task modification shall be mentioned in such documents and signed by both the Professional and Client.

13.5 Professionals can verify their profiles on the Platform by submitting the documents required by Alzare Technologies. Upon doing so the Professional's profile will receive a verified badge. Verification is recommended by Alzare Technologies so that the Clients may have a sense of security prior to utilizing the Professional Services.

14 PROFESSIONALS' REPRESENTATIONS AND WARRANTIES

14.1 The Platform is made available to Professionals for commercial use, unless Alzare Technologies has agreed with you in a separate agreement. Professionals agree that there is no contractual relationship between Professionals and Alzare Technologies

other than as stated in the Agreement and that Professionals will provide Professional Services on the Platform in the capacity of independent contractors.

- 14.2 Professionals will obtain and possess at their own cost and at all times, while accessing and using the Platform the necessary approvals/licenses/tax registrations required to offer Professional Services to the Clients.
- 14.3 Professionals understand and agree they are responsible for paying any direct or indirect taxes, including any state or local taxes, GST/HST/PST, VAT or otherwise, which may apply to them depending on residency or location.
- 14.4 Professionals represent and warrant to not engage with the Clients outside of the Platform prior to or after Task acceptance by the Professional on the Platform. Doing so may result in permanent Account termination.
- 14.5 Professionals acknowledge and agree that Alzare Technologies does not provide any Professional Services that Professionals offer to Clients via the Platform and that Alzare Technologies does not function as a provider of the particular Professional Services that Professionals are offering to Clients. Alzare Technologies is solely a Platform where Clients and Professionals can be brought together and has no responsibility in the execution or provision of the Professional Services that the Professionals provide to the Clients. Professionals are solely responsible for the completion of the Professional Services for Tasks accepted by them.

15 AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

- 15.1 Clients and Professionals shall enter into a contract ("**Task Contract**") related to performance of the Task for which Client seeks to hire the Professional. This Task Contract is an agreement entered between the Clients and Professional which lays the terms and conditions of the Task to be performed by the Professional for the Clients. The Task Contract is independent of Alzare Technologies.
- 15.2 Clients and Professionals have complete discretion in deciding whether they should enter into the Task Contract and also deciding conditions of the Task Contract. You understand that Alzare Technologies is not a party to the Task Contract and the Professionals are not employees of Alzare Technologies.
- 15.3 Clients and Professionals can enter into separate agreements which may ensue the Task Contract. These separate agreements may include confidentiality agreement, assignment of rights, etc. with no increment in our responsibility than what we are already responsible for under the Terms.
- 15.4 The Users understand that Platform is a facilitator which allows Clients and Professional to interact through this Platform with us as their intermediary. Platform

does not find Tasks for Professionals or find Professionals for Clients. Professionals may be notified of the Task requirements of the Clients vis-à-vis posts made by them and vice-versa through us. However, Users are solely responsible for assessing the suitability of the Task and the Client/Professional.

16 TERMS FOR THE CUSTOMERS

16.1 The Customer agrees that we charge a service fee on every completed order. We may charge a service fee according to the 'Fee and Terms of Payment' (Annexure II) of the Vendor Terms, upon a Confirmed Order which will be included in any invoice(s) sent to the Customer. All prices payable for Products shall be displayed on the order page on the Platform.

16.2 The Customer shall not offer direct payments to Vendors using third-party payment systems or payment systems outside of the Platform. In the event of contravention of the terms of this Clause 16, we may take action against the Customer in our sole discretion, including but not limited to temporary bans or suspension of access to the Customer's Account and termination of such Customer's Account.

16.3 TO PROTECT AGAINST FRAUD, UNAUTHORIZED TRANSACTIONS (SUCH AS MONEY LAUNDERING), CLAIMS OR OTHER LIABILITIES, WE DO NOT COLLECT CREDIT INFORMATION; BUT ALLOW OUR PAYMENT PROCESSORS TO COLLECT INFORMATION FOR THE PURPOSE OF COLLECTING PAYMENTS FROM USERS ON THE PLATFORM OR TRANSFERRING PAYMENTS TO USERS ON THE PLATFORM. WE ARE NOT EXPOSED TO THE PAYMENT INFORMATION PROVIDED TO OUR PAYMENT PROCESSORS, AND THIS INFORMATION IS SUBJECT TO THE PRIVACY POLICY APPLICABLE TO THE PAYMENT PROCESSOR.

17 CUSTOMERS' REPRESENTATIONS AND WARRANTIES

17.1 Customers understand and agree that they are exclusively responsible for all payments of the ordered Products. These payments relate to Products ordered by the Customers through this Platform and our third-party payment processors.

17.2 Customers understand and agree that they are responsible for paying any direct or indirect taxes, including any state or local taxes, GST/HST/PST, VAT or otherwise, which may apply to them depending on residency or location. The Products and prices listed on the Platform shall be inclusive of all such taxes and charges that may apply to the Customers unless specified by us otherwise in writing.

17.3 Customers agree and understand that Vendors are not employees, or agents of Alzare Technologies. Vendors and Customers are responsible for determining any contract terms between them. Customers agree and acknowledge that Alzare

Technologies has no control, supervision, direction, decision-making authority, for Vendors and/or Vendors' personnel other than a Vendor's access and use of the Platform. We solely act as a Communications relay between our Users.

17.4 Customer agrees and understands to keep an active email address and phone number and to make the aforesaid address or number available where applicable to Platform. Customer authorizes Alzare Technologies to share their contact information which Alzare Technologies has in its possession with Vendors registered on this Platform solely if required by us.

17.5 Customers understand that Platform does not guarantee the accuracy and validity of any content posted by Vendors. It does not vouch for any such Platform Content.

17.6 Customers warrant to not engage with the Vendors outside of the Platform. Doing so may result in permanent Account termination.

18 TERMS FOR THE VENDOR

Vendors offer Products or Services for purchase on the Platform.

18.1 Vendors can create Listings via their Accounts. Subsequently, when a Listings is created on the Platform, Customers can view Products or Services contained in the Listings once they go live on the Platform. All Communications are made in accordance with the Terms contained herein.

18.2 Vendors shall not create multiple Accounts for any reason whatsoever.

18.3 A Product or Service may be removed by the Platform due to violation of these Terms, including but not limited to the list of banned or prohibited products as mentioned in the Vendor Terms.

18.4 Products or Services that are removed for violations of these Terms are not eligible to be restored or edited.

18.5 Products or Services may be removed from our search results on the Platform due to inferior quality and/or bad reviews.

18.6 Vendors can verify their profiles on the Platform by submitting the documents required by Alzare Technologies. Upon doing so the Vendor's profile will receive a verified badge. Verification is recommended by Alzare Technologies so that the Customers may have a sense of security prior to ordering any Product or Service.

18.7 The Vendor agrees that we charge a service fee on every completed order. We may charge a service fee according to the 'Fee and Terms of Payment' (Annexure II) of the Vendor Terms, upon a Confirmed Order which will be included in any invoice(s)

sent to the Customer. All prices payable for Products and/or Services shall be displayed on the order page on the Platform.

18.8 The Vendor shall not accept direct payments from Customers using third-party payment systems or payment systems outside of the Platform. In the event of contravention of the terms of this Clause 18, we may take action against the Vendor in our sole discretion, including but not limited to temporary bans or suspension of access to the Vendor's Account and termination of such Vendor's Account.

18.9 Alzare Technologies retains the right to use all Platform Content including published and/or delivered Products and/or Services for our marketing and promotional purposes.

19 VENDORS' REPRESENTATIONS AND WARRANTIES

19.1 The Platform is made available to Vendors for commercial use, unless Alzare Technologies has agreed with you in a separate agreement. Vendors agree that there is no contractual relationship between Vendors and Alzare Technologies other than as stated in the Agreement and that Vendors will provide Products or Services for purchase on the Platform in the capacity of independent contractors.

19.2 Vendors will obtain and possess at their own cost and at all times, while accessing and using the Platform the necessary approvals/licenses/tax registrations required to offer Products or Services for purchase to the Customers.

19.3 Vendors understand and agree they are responsible for paying any direct or indirect taxes, including any state or local taxes, GST/HST/PST, VAT or otherwise, which may apply to them depending on residency or location.

19.4 Vendors represent and warrant to not engage with the Customers outside of the Platform prior to or after order acceptance by the Vendor on the Platform. Doing so may result in permanent Account termination.

19.5 Vendors acknowledge and agree that Alzare Technologies does not provide any Products or Services that Vendors offer for purchase to Customers via the Platform. Alzare Technologies is solely a Platform where Customers and Vendors can be brought together and has no responsibility in the execution or delivery of the Products or Services that the Vendors provide to the Customers. Vendors are solely responsible for the completion of an order for Products or Services accepted by them.

20 RATING SYSTEM

The Platform uses a one-way rating system whereby Clients can rate the Professionals and Customers can rate Vendors based on chat interactions, Task performance and quality of

Products or Services ("**Rating System**"). Clients and Customers can also leave review and comments about the Professionals, Professional Services, Vendors, Products and Services. Please be fair in your rating and appraisal of the Professionals and Vendors.

Client and Customers may give ratings within fourteen (14) days, the term of which commences on the completion of a Task or delivery of a Product or Service, via the Platform ("**Rating Period**"). In the event a Client or Customer omits to provide ratings using the Rating System, the Client or Customer will not be able to give or receive any ratings on the expiry of the Rating Period.

Alzare Technologies reserves the right to remove any rating from the Platform in its sole discretion. If a Professional or Vendor thinks that a Client or Customer respectively has given an unfair rating, please write to us at legal@alzare.com so that we may get to know your side of the story and investigate further if the need arises (in our sole discretion). We reserve the right to take appropriate action against Users who misuse our Rating System.

21 TASK OR ORDER CANCELLATIONS

If a Task or order is cancelled by the Client, the Professional, the Customer, the Vendor or mutually between them, Alzare Technologies may charge a cancellation fee of not less than 3% in local currency equivalent.

22 DISPUTES

If a User is unsatisfied in any manner with respect to a Task, a Product or a Service, they may raise a dispute via the Platform. The dispute shall be resolved in line with our Dispute Resolution Terms.

23 THIRD PARTY SERVICES

The Platform may contain and permit you to link to other websites, services, or resources on the Internet, and other websites, services or resources may contain links to the Platform. When you access third party resources on the Internet, you shall do so at your own risk. These other resources are not controlled by us, and you agree that we shall not be responsible or liable for including but not limited to the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link shall not imply our endorsement or any association in any way between us and their operators. You also agree that we will not be responsible or liable in any case, either directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such website or resource.

24 ALLOWED USES OF PLATFORM

- 24.1 Platform is an online place that helps Clients and Professionals, and Customers and Vendors, meet and engage for their respective purposes, who provide Professional Services and Products and Services for purposes including without limits, corporate, institutional, personal, household, business or any such purposes permitted by law. Platform facilitates such formation of contract between the Users like make and receive payments, Client's requirements on the Platform, a description of Professional skills and experience, a Listing of Products or Services, rating system for Professionals, Vendors, Customers and Clients, dispute resolution services, etc.
- 24.2 You shall not use, encourage, facilitate, instruct, prompt, direct, convince others to use the Platform in a manner which contravenes any law, statute, ordinance, or regulation; for any illegal or fraudulent purpose or any purpose which is deleterious to others; or convey, store, post, disseminate, or facilitate content that is illegal, duplicitous or causes some kind of damages to others.

25 PROHIBITED ACTIVITIES

- 25.1 You shall not post, upload, publish, submit or transmit any Platform Content that:
- (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
 - (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 - (iii) is fraudulent, false, misleading or deceptive;
 - (iv) is defamatory, obscene, pornographic, vulgar or offensive;
 - (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
 - (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or
 - (vii) promotes illegal or harmful activities or substances.

For the purpose of this Agreement, fraudulent or deceptive content includes but is not limited to:

25.1.1 Misrepresenting one's experience, skills, profile details including profile pictures;

25.1.2 Intention to deceive Users by representing to them association with other users or agency; and

25.1.3 Permitting another person to access and use your Account.

- 25.2 Users using the Platform understand that they shall not engage Professional Services for doing work assigned to them by their educational institutions. Work such as assignments, project work, homework or other activities of such nature shall not be traded on this Platform.

- 25.3 You shall not attempt to probe, scan or test the vulnerability of any of our systems or network or breach any security or authentication measures;
- 25.4 You shall not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party (including another User) to protect the Platform or Platform Content;
- 25.5 You shall not attempt to access or search the Platform or Platform Content or download Platform Content from the Platform through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other generally available third-party web browsers;
- 25.6 You shall not send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation to any other User;
- 25.7 You shall not use any meta tags or other hidden text or metadata utilizing our trademark(s), logo, URL or product name without our prior express written consent;
- 25.8 You shall not use the Platform or Platform Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- 25.9 You shall not forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Platform or Platform Content to send altered, deceptive, or false source-identifying information;
- 25.10 You shall not attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Platform or Platform Content; and
- 25.11 You shall not interfere with, or attempt to interfere with, the access of any User, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Platform.

26 TERMINATION

- 26.1 Alzare Technologies may terminate User's use of the Platform and deny access to the Platform in Alzare Technologies' sole discretion for any reason or no reason, including: (i) User's violation of the Terms; or (ii) User's lack of use of the Platform. You may terminate your Account if you wish to do so by placing a request on our Platform.

26.2 Any termination of User's access to the Platform may be affected without prior notice and Alzare Technologies may immediately deactivate or delete your Account and all related information and/or bar any further access to the Account. The User understands and agrees that Alzare Technologies is not liable to the User or any third party for the discontinuation or termination of User's access to the Platform.

26.3 Any such termination shall immediately revoke the license(s) granted by us under these Terms, and you shall effective immediately be prohibited from accessing or using the Platform and Platform Content for any reason. All commissions and amounts paid to Alzare Technologies are non-refundable.

27 MODIFICATION

We shall have the right to make modifications or replace any of the Terms, or suspend, change, or discontinue the Platform (including but not limited to, the availability of any feature content, or database,) at any time or instance by posting a notice through the Platform. We may also do so by sending you a notice via e-mail, via the Platform, or by any other means of communication. We reserve the right to impose limits on certain features of the Platform. We may, if required to do so, restrict your access to parts or the entire Platform without notice or liability. We endeavor to try and provide notice of modifications to these Terms. However, you agree that it is your responsibility to take reasonable efforts to be aware of such modifications.

When you continue to use the Platform after notification of any modifications to the Terms shall mean acceptance of those modifications, and those modifications shall apply to your continued use of the Platform going forward. Your use of the Platform is subject to the Terms in effect at the time of such use.

28 CHOICE OF LAW

The parties agree that the validity, operation, and performance of these Terms shall be governed by and interpreted in accordance with the laws of the state of Texas applicable therein (notwithstanding conflict of law rules). The Parties do expressly and irrevocably concede to the jurisdiction of courts located in Delaware with respect to any matter or claim, suit, action or proceeding arising under or related to these Terms.

29 MISCELLANEOUS

29.1 Entire agreement and severability. These Terms are the entire agreement between you and us with regards to the Platform. These Terms supersede all prior contemporaneous communications and proposals made (whether oral, written, or electronic) between you and us with regards to the Platform. If any provisions mentioned in these Terms are found to be unenforceable or invalid, that particular

provision or provisions will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

- 29.2 Relationship of the Parties. You and Alzare Technologies are independent contractors. These Terms will not and do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship of any kind between the Parties. You shall not have any authority of any kind to bind us in any respect. Unless expressly stated otherwise in these Terms, there are no third-party beneficiaries to the Terms. We do not have any special relationship to you nor any fiduciary duty.
- 29.3 Force majeure. We will not be liable in any case for any failure or delay in the performance of our obligations for any reason hereunder if such failure results from: (a) any cause beyond our reasonable control, including but not limited to, mechanical, electronic or communications failure or degradation, denial-of-service attacks, (b) any failure by a third party hosting provider or utility provider, (c) strikes, shortages, riots, fires, acts of God, war, terrorism, pandemics, epidemics and governmental action.
- 29.4 Assignment. You agree that these Terms are personal to you, and are not assignable, transferable or sublicensable by you. We reserve the right to assign, transfer or delegate any of our rights and obligations hereunder without obtaining consent.
- 29.5 Notices. All notices under these Terms shall be in writing unless otherwise specified in these Terms. Notices to us shall be sent by email to legal@alzare.com. You shall ensure written confirmation of receipt for notice to be effective. Notices to you shall be sent to your last known email address (or the email address of your successor, if any) and/or to any email address that would be reasonably likely to provide notice to you, and such notice shall be effective upon transmission.
- 29.6 Survivability. All clauses that logically ought to survive the termination of this Agreement shall survive.
- 29.7 No waiver. A Party's failure to enforce any part of these Terms shall not constitute a waiver of their right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that waiver of compliance in the future.
- 29.8 Affirmation of Parties. The Users affirm that they have entered into this Agreement freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in this Agreement and have read and understood the terms and conditions contained in this Agreement.

29.9 Gender and Plurals. Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words 'hereof' and 'herein' and 'hereafter' shall refer to the entire Agreement and not to any provision or section.

29.10 Feedback. You may at your sole discretion choose to submit comments, inputs, suggestions, ideas or other feedback about the Platform, including but not limited to, regarding the possible creation, modification, correction, improvement or enhancement of the Platform ("**Feedback**"). By submitting any Feedback, you acknowledge and accept that we are free to use such Feedback in any way we choose without any compensation or notice to you, and you hereby grant us a perpetual, irrevocable, non-exclusive, worldwide license to incorporate and use the Feedback for any purpose.

29.11 Interpretation. The headers are provided only to make this Agreement easier to read and understand.

30 CONTACT

You may contact us through our Platform, or the email address given below:

Address: P.O. Box 16183 Houston TX 77222 USA

Email: legal@alzare.com

You acknowledge that you have read, understood, and accepted to be bound by these Terms and Conditions.