

Terms of Use

Last Updated: February 15, 2023

1. Agreement of Terms

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Industrust Procurement Consulting L.L.C (“Company”, “Industrust”, “we”, “us”, or “our”), concerning your access to and use of the Industrust platform (the “Platform”). The Platform provides an online digital tool that allows worldwide supply-chain screening through a centralized SAAS including: qualitative market sourcing, high-level industrial assessment and business matchmaking (the “Platform Offerings”).

The Platform would allow you to search for suppliers by location, industry, services offered, and other relevant criteria, making it easy to find the right supplier for your needs. The Platform would have a comprehensive database of suppliers, with detailed profiles for each one. These profiles would include information about the supplier's history, experience, certifications, areas of expertise, products and services offered, and customer reviews. This would allow you to make informed decisions about which suppliers to work with.

Overall, the Platform would be a valuable resource for businesses looking to connect with high-quality suppliers in their region. By providing comprehensive information and tools for collaboration, it helps businesses to streamline their procurement processes and achieve their goals more efficiently.

In order to help make the Platform a secure environment for all, all users are required to accept and comply with these Terms of Use. You agree that by accessing the Platform and/or the Platform Offerings, you have read, understood, and agree to be bound by all of these Terms of Use. If you do not agree with all of these terms of use, then you are expressly prohibited from using the Platform and/or the Platform Offerings and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Platform after the date such revised Terms of Use are posted.

The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Platform is not tailored to comply with industry-specific regulations, so if your interactions would be subjected to such laws, you may not use this Platform.

2. Intellectual Property Rights

Unless otherwise indicated, the Platform and the Platform Offerings are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United Arab Emirates, international

copyright laws, and international conventions. The Content and the Marks are provided on the Platform “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Platform or the Platform Offerings and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Platform, you are granted a limited license to access and use the Platform and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Platform, the Content and the Marks.

3. User and Supplier Representations

By using the Platform or the Platform Offerings, you represent and warrant that:(1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you will not access the Platform or the Platform Offerings through automated or non-human means, whether through a bot, script or otherwise; (5) you will not use the Platform for any illegal or unauthorized purpose; and (6) your use of the Platform or the Platform Offerings will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof).

You may not use the Platform or the Platform Offerings for any illegal or unauthorized purpose nor may you, in the use of Platform Offerings, violate any laws. Postings of any unauthorized products or content may result in immediate termination of your account and a lifetime ban from use of the Platform.

We are a services provider and make no representations as to the safety, effectiveness, adequacy, accuracy, availability, reviews, or legality of any of the information contained on the Platform or the Platform Offerings displayed or offered through the Platform. You understand and agree that the content of the Platform does not contain or constitute representations to be reasonably relied upon, and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Platform’s content. We do not endorse or recommend any Platform Offerings and the Platform is provided for informational and advertising purposes only.

4. User and Supplier Registration

You may be required to register with the Platform in order to access the Platform Offerings. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. Platform Offerings

We reserve the right to limit the quantities of the Platform Offerings offered or available on the Platform. All descriptions or pricing of the Platform Offerings are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Platform Offerings at any time for any reason. We do not warrant that the quality of any of the Platform Offerings purchased by you will meet your expectations or that any errors in the Platform will be corrected.

6. Prohibited Activities

You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Platform, you agree not to:

1. Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of the Platform Offerings, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Platform and/or the Content contained therein.
4. Engage in unauthorized framing or linking to the Platform.
5. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
8. Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
9. Attempt to impersonate another user or person or use the username of another user.
10. Sell or otherwise transfer your profile.
11. Use any information obtained from the Platform in order to harass, abuse, or harm another person.
12. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.
13. Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
14. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform Offerings to you.
15. Copy or adapt the Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
16. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform Offerings.
17. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
18. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorized script or other software.
19. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
20. Use the Platform in a manner inconsistent with any applicable laws or regulations.

7. Third-Party Account

As part of the functionality of the Platform, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Platform; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then your access to the Platform Offerings may no longer be available on and through the Platform. You will have the ability to disable the connection between your account on the Platform and your Third-Party Accounts at any time. Please note that your relationship with the third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with such third-party service providers. You can deactivate the connection between the Platform and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username that become associated with your account.

8. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform or the Platform Offerings ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

9. Third-Party Websites and Content

The Platform may contain (or you may be sent via the Platform or the Platform Offerings) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, application, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Platform or any Third-Party Content posted on, available through, or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Platform and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Platform or relating to any applications you use or install from the Platform. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

10. Platform Management

We reserve the right, but not the obligation, to: (1) monitor the Platform for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform and the Platform Offerings.

11. Privacy Policy

By using the Platform or the Platform Offerings, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Platform is hosted in France. If you access the Platform or the Platform Offerings from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in France, then through your continued use of the Platform, you are transferring your data to France, and you agree to have your data transferred to and processed in France.

12. Term and Termination

These Terms of Use shall remain in full force and effect while you use the Platform. Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny

access to and use of the Platform and the Platform offerings (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. We may terminate your use or participation in the Platform and the Platform offerings or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

13. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Platform or the Platform Offerings.

We cannot guarantee the Platform and the Platform Offerings will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform or the Platform Offerings at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform or the Platform Offerings during any downtime or discontinuance of the Platform or the Platform Offerings. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Platform or the Platform Offerings or to supply any corrections, updates, or releases in connection therewith.

14. Governing Law

These terms shall be governed by and defined following the laws of the United Arab Emirates. Industrust Procurement Consulting L.L.C and you irrevocably consent that the courts of the United Arab Emirates shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

To the extent permitted by law, where these Terms of Use have been drafted or translated into other languages, only the English version of these Terms of Use shall prevail.

15. Dispute Resolution

To the extent permitted by law, any claim, dispute or matter arising under or in connection with these Terms of Use shall be dealt with by the competent courts of the United Arab Emirates.

16. Disclaimer

The Platform and the Platform Offerings are provided on an as-is and as-available basis. You agree that your use of the Platform and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Platform and the Platform offerings and your use thereof, and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (3) any interruption or cessation of transmission to or from the Platform or the Platform offerings, (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform by any third party, and/or (5) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Platform. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Platform, any hyperlinked website, or any website or mobile

application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

17. Limitations of Liability

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, physical damage or other damages arising from your use of the Platform or the Platform offerings, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the six (6) month period prior to any cause of action arising.

These limitations of liability and damages are fundamental elements of the agreement between you and Industrust. If applicable law does not allow the limitations of liability set out in these Terms of Use, the above limitations may not apply to you.

18. Disclaimer of Warranties

The Platform is provided "as is" without warranty of any kind, either express or implied, including without limitation any warranty for information, services, uninterrupted access, or products provided through or in connection with the Platform, including without limitation the software licensed to you and the results obtained through the Platform. Specifically, Industrust disclaims any and all warranties, including without limitation:

- 1) Any warranties concerning the availability, accuracy, usefulness, or content of information, and;
- 2) Any warranties of title, warranty of non-infringement, warranties of merchantability or fitness for a particular purpose.

19. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Platform Offerings; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Platform or the Platform Offerings with whom you connected via the Platform. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

20. User Data

We will maintain certain data that you transmit to the Platform for the purpose of managing the performance of the Platform Offerings, as well as data relating to your use of the Platform Offerings. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Platform Offerings. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

21. Electronic Communications and Signatures

Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, and other records, and to electronic delivery of notices and policies.

22. Miscellaneous

These Terms of Use and any policies or operating rules posted by us on the Platform or in respect to the Platform Offerings constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Platform Offerings. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

Contact Us

To resolve a complaint regarding the Platform or the Platform Offerings or to receive further information regarding use of the Platform or the Platform Offerings, please contact us at:

Indutrust Procurement Consulting L.L.C
support@indutrust.io