

# Terms and Conditions for Buyers

Welcome to the TEXUB.com website owned and operated by . TEXUB, (“TEXUB,” “we” or “us”). The TEXUB.com website together with the content, software, services, and functionality offered on or through the website are collectively referred to as the “**TEXUB Property**” in these Terms and Conditions for Buyers.

We make the TEXUB Property available to you subject to your agreement to these Terms and Conditions for Buyers. The purchase of products and services available through the TEXUB Property is subject to additional terms and policies. You should review those terms and policies before making a purchase. These Terms and Conditions for Buyers (including all documents, policies, conditions and notices) referenced in these Terms and Conditions for Buyers) are collectively referred to as the “**Agreement.**” In this Agreement, the words “include” and “including” will not be construed as terms of limitation.

The Agreement is a legally binding contract between you and TEXUB. By accessing the TEXUB Property in any way, including, without limitation, browsing the TEXUB Property, using any information contained on or in the TEXUB Property, creating a User Account (defined below), and/or submitting information to TEXUB, you agree to and are bound by this Agreement, including, but not limited to, conducting transactions electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Texas law.

Our collection and use of personal information in connection with your access to and use of the TEXUB Property, whether or not you are a registered user, is described in our Privacy Policy

## 1. UPDATES TO THE AGREEMENT

From time to time, TEXUB may update the Agreement. If we materially update any portion of the Agreement, we will notify you by posting a revised Agreement through the mobile app or a notice on our website before the date the update becomes effective. We will also post the updated Agreement in its original location marked with the new date. Changes will not be retroactive. If you object to any changes, you should not access or use the TEXUB Property. Your continued access or use of the TEXUB Property after we publish our changes to the Agreement means that you are consenting to the updated terms.

By accessing or linking to the TEXUB Property, you assume the risk that the information on the TEXUB Property may be incomplete, inaccurate, or out of date, or may not meet your needs and requirements. TEXUB may add, change, discontinue, remove or suspend any of the information, features and other content included in the TEXUB Property at any time, without notice and without liability. Due to the open nature of the TEXUB Property, and the potential for errors in the storage and transmission of digital information, TEXUB does not warrant the accuracy of information contained on or obtained from the TEXUB Property.

## 2. ACCOUNT

In order to access and use certain services available on this Website, you must open and maintain an account (“Account”) with us. If you do not agree to these Terms and Conditions for Buyers, you shall not have the right to use such services.

During the registration process we will collect Personal and Business Data that may include (but is not limited to) your name, email address, password, business address, business registration details, Company registration number, EIN. Your information may be used by us:

- to verify your eligibility to create and to maintain your Account and to use features of the Website limited only to registered users;
- to ensure that your Account, including your email, is unique;
- To ensure that your Account is created for business activities and your business is a registered entity under the applicable laws;
- to enable us to provide certain security and privacy safeguards;
- to deal with security, debugging and technical support issues;
- to protect ourselves and others from abuse; and
- As permitted in our Privacy Policy.

All of the information you provide to us or that we collect from you in connection with your use of the Website will be governed by these Terms and Conditions for Buyers and our Privacy Policy. You agree at all times to: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address and business details) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we may terminate your Account and your ability to use this Website and, in our sole discretion, to report you to the appropriate authorities.

You understand and agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any username at any time and for any reason at our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer your right to use or access this Website via your username or password to any third person.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

You agree to notify us immediately of any unauthorized use, theft or misappropriation of your account, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

You acknowledge and agree that TEXUB is not responsible for the conduct of users in the interactive areas of TEXUB's websites. TEXUB SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, LIABILITY, CLAIMS, SUITS, COSTS, EXPENSES, DAMAGES (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, OR OTHER CAUSE OF ANY KIND BASED UPON OR RESULTING FROM ANY MATERIAL OR CONTENT POSTED IN THE INTERACTIVE AREAS OF TEXUB'S WEBSITES. You acknowledge and agree that you may be exposed to content that you may find offensive, indecent or objectionable and, that in such respect, you use TEXUB's websites at your own risk.

### **3. BUYER'S RESPONSIBILITIES**

You represent, warrant and agree that:

- you are a lawfully incorporated business entity and are fully able and competent to understand and agree to the Terms;
- you have full power and authority to accept the Terms, to grant the license and authorization (if applicable) and to perform the obligations hereunder;
- you will use the Platform and Services for business purposes only;
- you will not use or access the Platform for your personal purposes and any Products that you purchase shall be for commercial purposes and not for personal consumption;
- the address you provide when registering your account on the Platform is the Buyer place of business of your business entity;
- your business is validly existing and incorporated / established as per the provisions of applicable laws;
- you shall comply with all applicable laws while using and accessing the Platform;
- you and Products or services provided by you on the Platform (if any) comply with applicable laws;
- you shall be solely responsible for obtaining all necessary third party licenses and permissions (if any required) regarding any User Content that you submit, post or display;
- any User Content that user submits, posts or displays does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party.

#### **4. CODE OF CONDUCT**

You are solely responsible for the content of any communications by you with third parties, including any communications about, concerning or through this Website.

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of TEXUB's computer systems or perform functions that you are not authorized to perform pursuant to these Terms and Conditions for Buyers. TEXUB may, without notice, temporarily suspend your, or any other party's access to this Website, (including, without limitation, any specific areas hosted within this Website) by deactivating any password(s) or links to the Internet if we reasonably suspect that you, or any other parties, are obtaining unauthorized access to our other systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as TEXUB may in its sole discretion determine is necessary to permit the thorough investigation of such suspended activity.

While using this Website you agree to comply with all applicable laws, rules and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation). We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of this Website.

WE CANNOT AND DO NOT ASSURE THAT OTHER USERS ARE OR WILL BE COMPLYING WITH THE FOREGOING CODE OF CONDUCT OR ANY OTHER PROVISIONS OF THESE TERMS OF USE, AND, AS BETWEEN YOU AND US, YOU HEREBY ASSUME ALL RISK OF HARM OR INJURY RESULTING FROM ANY SUCH LACK OF COMPLIANCE.

## **5. ACCEPTABLE USE OF THE TEXUB PROPERTY**

Your permission to use the TEXUB Property is contingent on your compliance with all applicable law, in addition to the following rules:

- Harm to Others.

You will not engage in any activity that, in our sole judgment, restricts or inhibits any other person from using or enjoying any aspect of the TEXUB Property or exposes or may expose any users or visitors to the TEXUB Property to any harm or liability of any sort, whether by posting User Content or otherwise, including by (i) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity, or disguising the origin of any posting that you submit; (ii) threatening, stalking, harming, or harassing others, or promoting bigotry or discrimination; (iii) discriminating against or harassing anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation; (iv) engaging in any unlawful, tortious, threatening, defamatory, libelous, obscene, violent, harmful, abusive or disruptive behavior; or (v) violating, infringing or invading anyone else's rights, including posting any User Content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential.

- Unauthorized Use of TEXUB Content

You will not download, display, or use any TEXUB Content: (i) for use in any publications, in public performances, or on websites or applications other than the TEXUB Property; (ii) for any unpermitted commercial purpose; (iii) in connection with products or services that are not those of TEXUB; or (iv) in any other manner that is likely to cause confusion, that disparages or discredits TEXUB and/or its licensors, or that dilutes the strength of TEXUB's or its licensor's intellectual property, or that otherwise violates, infringes or misappropriates TEXUB's or its licensors' intellectual property rights or proprietary rights or constitutes any other misuse of TEXUB Content. Use of the TEXUB Content for any purpose not expressly permitted by the Agreement is strictly prohibited.

If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please go to the Proprietary Rights Complaint Process and follow the instructions.

- Harm to Our Systems, Property and Security

When using the TEXUB Property, you will not: (i) use any electronic communication feature of the TEXUB Property for any purpose that is unlawful, tortious, abusive, intrusive on another's

privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (ii) retrieve, index, scrape, data mine or otherwise gather any TEXUB Content, TEXUB Property, or other data, content or materials (including through use of any robot, spider, screen scraping, web harvesting, data extraction, or similar software or technologies). In addition, you will comply with TEXUB's robots.txt file, if any; (iii) reproduce or circumvent the navigational structure or presentation of TEXUB Content or TEXUB Property; (iv) upload, post, reproduce, or distribute any information, software, content or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (v) collect or store personal information about other users; (vi) upload, post, email, or otherwise transmit any advertising or promotional materials, spam or any other form of solicitation or unauthorized communication, either directly through the TEXUB Property (including through its interactive features) or to users through communication channels outside of the TEXUB Property, or otherwise contact another user through the TEXUB Property or unsolicited outside of the TEXUB Property for any purpose; and (vii) upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality or operation of the TEXUB Property, any feature of the TEXUB Property, or any computer software or hardware or telecommunications equipment.

## **6. AVAILABILITY**

While we endeavor to keep downtime to a minimum, we do not guarantee that this Website will be uninterrupted, secure or error-free. We reserve the right to interrupt/suspend this Website, or any part thereof, with or without prior notice for any reason and you shall not be entitled to any refunds of fees for interruption of this Website.

## **7. CURRENCY OF WEBSITE**

TEXUB updates the information on this Website periodically. However, TEXUB cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this Website. TEXUB may revise, supplement or delete information, services and/or the resources contained in this Website and reserves the right to make such changes without prior notification to past, current or prospective visitors.

## **8. LINKED WEBSITES**

This Website may provide links to third party websites for your convenience only, including, without limitation, links to third parties that sell our products and social media sites such as Facebook, Twitter, LinkedIn, and YouTube. The inclusion of these links does not imply that TEXUB monitors or endorses these websites or their respective practices. TEXUB does not accept any responsibility for such websites. TEXUB shall not be responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with the use of or the reliance upon any information,

content, goods or services available on or through any third party websites or linked resources. These Terms and Conditions for Buyers and our Privacy Policy do not apply to your use of any third party websites, so be sure to review any applicable terms and policies of third party sites.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

The Governing Laws will govern this Agreement, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. If the Elected Country is the United States, TEXUB and the Seller both consent that any dispute with TEXUB or its Affiliates or claim relating in any way to this Agreement or Seller use of the Services will be resolved by binding arbitration as described in this paragraph, rather than in court, except that (i) Seller may assert claims in a small claims court that is a Governing Court if Seller claims qualify; (ii) Seller or TEXUB may bring suit in the Governing Courts, submitting to the jurisdiction of the Governing Courts and waiving our respective rights to any other jurisdiction, to enjoin infringement or other misuse of intellectual property rights; and (iii) TEXUB may bring any claims related to your sale of counterfeit products on the TEXUB Site in the Governing Courts and seek any remedy available under law related to those claims. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. The arbitration will be conducted by the American Arbitration Association (AAA) under its commercial rules.

## **10. SHIPPING CHARGES AND FREIGHT POLICY**

All TEXUB export orders are shipped under INCOTERMS® 2020 rules as defined by the International Chamber of Commerce. Unless otherwise stated and agreed to in writing by TEXUB, default shipping term is FCA TEXUB shipping location, excluding export customs clearance. Other shipments are freight collected from any TEXUB facility. User shall be responsible for obtaining insurance. At TEXUB's option, this freight policy may be subject to special terms and conditions for certain export orders. If any item is backordered that qualifies for freight prepayment, that item will be shipped prepaid as User's exclusive remedy. Title and risk of loss pass to User upon tender of shipment to the User selected export carrier.

## **11. INDEMNITY**

User shall defend, indemnify and hold harmless TEXUB, Third-Party Providers, and their respective officers, directors, employees, subcontractors and agents (each individually, an "Indemnified Party") from and against any and all claims, suits, liabilities, damages,

settlements, charges, taxes and any other losses or expenses (including reasonable attorneys' fees) (collectively "Liabilities") for physical injury to, illness or death of, any third party regardless of status and damage to or destruction of any tangible property which the third party may sustain or incur, to the extent such Liabilities relate to the services; except for such Liabilities relating to or arising out of a final judgment of gross negligence or willful misconduct of the Indemnified Party. In any action, suit or proceeding brought against an Indemnified Party by reason of any such claim as specified above, User shall resist and defend such action, suit or proceeding by counsel of its choice, at the sole expense of User, provided that (i) the Indemnified Party notifies User promptly in writing of the claim; (ii) User's counsel does not give rise to a conflict of interest with respect to the Indemnified Party; (iii) User has the sole control of the defense and all related settlement negotiation but shall keep the Indemnified Party reasonably informed of status; and (iv) the Indemnified Party provides User with all reasonably necessary assistance, information, and authority to perform the foregoing at User's expense.

## **12. FORCE MAJEURE**

TEXUB shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees, controls or acts of authority, states of emergency, insurrections, epidemics, pandemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of TEXUB in the conduct of its business.

## **13. DISCLAIMER OF WARRANTIES**

THIS WEBSITE, THE SERVICES AND THE CONTENT AND OTHER MATERIALS AVAILABLE THEREIN ("MATERIALS") ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TEXUB DOES NOT REPRESENT OR WARRANT THAT THIS WEBSITE, THE SERVICES OR THE MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE.

## **14. LIMITATION OF LIABILITY**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS WEBSITE AND THE MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY OF THE INFORMATION CONTAINED THEREIN.

IN NO EVENT WILL TEXUB, ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS WEBSITE, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, OUR TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THIS WEBSITE OR THE MATERIALS IN ANY MANNER WHATSOEVER IS LIMITED TO FIVE DOLLARS (\$5).

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR US TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY US, WE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES.

SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.