

Sears Terms and Condition Document

CedCommerce, LLC currently provides Sears integration functionality with several frameworks. Our goal is to provide reliable service with a competitive price to help merchants sell their products across multiple platforms. We work hard to ensure this service works at its full potential and meet each case with the utmost precision.

We understand the importance of security of an e-commerce website. And to ensure we have invested heavily in the infrastructure and security. However, due to our services also rely on 3rd party providers, therefore, we cannot guarantee a 100% error free code or website that is accessible at all times. The Cedcommerce or its services are not liable for any damage, loss of income, revenue or data. Additionally, Cedcommerce or its product is not responsible for suspension/deletion of your Sears account due to the error in code or functionality.

As a user of CedCommerce.com products, you are responsible for your account as well as any content related to your account. Furthermore, you agree to use CedCommerce.com in compliance with all applicable laws and will in no way violate the Sears Terms of Use, API Terms of Use, or Seller Agreement. Furthermore, CedCommerce does not hold responsibility for any illegal use and reserve the right to close an account for any reason.

CedCommerce, LLC ("the Service") offerings and use of the Service for now and in future is expressly conditioned on your acceptance of CedCommerce.com Terms and Conditions. By using the Service, you signify that you unconditionally agree and accept to be legally bounded by these Terms and Conditions. No other terms or conditions of any sort in any document, writing or other communication whatsoever made by you to CedCommerce.com or its employees, representatives or agents in relation to the Service shall be applicable to or binding on CedCommerce.com.

CedCommerce.com is not associated by any means with served marketplaces, and the Services provided are designed to let users communicate with those marketplaces via available API in a manner that

follows all terms and conditions of those marketplaces. This also means that CedCommerce will not be responsible for the eventual termination of seller's account on any marketplaces, and fees charged by those marketplaces, etc.

Updates

We may change these Terms of Use from time to time, by posting updates to our website. An update will be effective for any website use after the date of the update. We encourage you to review our Terms of Use from time to time for possible changes. Your use of our website after an update constitutes your agreement to the update.

Trial Period

Upon installation of the app, you get several benefits during the duration of 15 days trial period where a dedicated account manager is aligned to you who helps you with Configuration of app; Try to upload your maximum Products on Sears; Fetch your orders from Sears; Understand the functionality of app; Provides the updates and information about Sears Marketplace; Also you get 24*7 support, if you face any issues

Additional you will get 24*7 quality support so that whenever you face any kind of issue, However, the assistance is contingent to uninterrupted communication and prompt response from your side through any of the ways - Mail Communication, Submit issue via Ticket, Skype support, Communication through call.

Payment Terms

Cedcommerce reserves the rights and would charge you with 15 \$/ Hour as a customization charge for any additional on-demand benefits /requests made from your end to improve or enhance the functionality.

Subscriptions

Some of CedCommerce Services are billed on a subscription basis meaning that you will be billed in advance on a recurring or periodic basis (each period is called a “billing cycle”). Billing cycles are typically two weeks, monthly or annual, depending on what subscription plan you were offered. Your Subscription will renew automatically at the end of each billing cycle unless you cancel auto-renewal through your online account management page, or by contacting our customer support team. Although we will be sad to see you go, however you may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to be renewed.

We may change the subscription fee charged for the Services at any time. The changes will become effective only at the end of the then-current billing cycle of your subscription.

Setup Charge-

We will import your 10,000 products on our app without any charges. But if you have products more than 10,000 and you want to import all of them on app then you need to pay *0.5% of per 10,000 products. It simply means \$50/10,000 products.*

Refunds

You are responsible for keeping your billing information up to date and your account current. You will not be liable for any sort of partial or prorated refund of your subscription fee for any time during which you do not use the services. The refund would not be applicable to the boundaries beyond the operational field and the issues/concerns/liabilities not under the CedCommerce service policies and norms.

Usage of the Service

You are responsible for your account, content, and communications with others while using the Services. You agree to use the Services in compliance with applicable law. This is your responsibility and you agree to not use CedCommerce in a way that violates Sears Terms of Use (<https://seller.marketplace.sears.com/SellerPortal/s/docs/legal/terms.htm>), it's API Terms of Use- (<https://b2b.sears.com/apis/>) or agreement with any other marketplace. By using CedCommerce.com, you agree to not violate any of marketplace terms. In the event of violating any marketplace rules, we have the right to close your account. We are also not responsible for any illegal use of CedCommerce.com by our users.

Communication Policy

We understand the value of your time and money and expect same from you. We expect that if you are providing any contact details at the time of registration, it will be used by us to communicate with you in future. We can use your contact details for the following purpose-

- 1. Inform you about latest updates.**
- 2. Regarding any issue.**
- 3. Inform you about your trial and subscription.**
- 4. Introducing any new product.**

We hope you will also be keep in touch and co-operate with us.

Review Policy

We respect your thoughts and of course we will always agree with your decision. In case you are not finding us useful for you, first you have to communicate properly with us so that we can understand your problem. We assure we will never let you go with dissatisfaction.

We have provided 4 mediums through which you can easily connect with us- Skype, Zopim, Mail and Ticket. We will resolve your each and every issue within 3 business days with the help of proper communication and details provided by your side. Because we can't perform properly without a proper conversation. If you find lack of communication from our side then you are free to put a review against our quality and support.

We can take the guarantee from our end and for our app but we can't provide any surety from Sears Marketplace. Also if you are not getting orders we will definitely help you to do best but it also depends on your product type and it's value on marketplace.

Account Termination

CedCommerce.com has the right to terminate its relationship with you, without prior notice, if you breach or fail to comply with any provision of these Terms and Conditions. This Agreement and your ability to use the

Service shall also automatically terminate upon the expiry of your subscription.

CedCommerce.com has no responsibility to maintain your user account or any of your data after termination. CedCommerce.com is not responsible for any fees, damages, or claims you may suffer in relation to the same or any claims or actions you may have as a result of termination. If termination is due to your failure to renew your subscription on a timely basis, you may re-activate your account and access your data if you renew your subscription with CedCommerce.com. To do so you may have to pay any subscription fees or charges that may be imposed by CedCommerce.com, including reactivation fees (if any), within any period that may be stated by CedCommerce.com. Failure to pay re-activation fees may result in your user account being deleted, and permanent removal from its systems.

Your Data

You or your customers, partners or associates – whichever may be applicable – are the owner of any data you upload into the Service ("Your Data"). By "Your Data," we mean images of your products, your personal and company information, products, customers, and sales information. You hereby agree that CedCommerce.com is the owner of all data other than Your Data, including any system generated data, data generated by the Service or any data compiled from data entered into the Service by all users of the Service on an aggregate basis ("CedCommerce.com's Data").

CedCommerce.com may use all of CedCommerce.com's Data in any way it chooses (including to improve or adapt its services), or to create or design new products and services. Data other than "Your Data," would be statistics of amount of sales per day across accounts of all of our customers, which we can use for example to determine our needs in server's capacity and speed, we own these global statistics (which do not contain any information that can be clarified as "Your Data"). You acknowledge and agree that the nature of the Internet is international and that CedCommerce.com has your express consent to store and provide access to

your personal or confidential information, and that of your users(s) and customers, and to transmit and deliver such information via the Internet (which may involve its transmission across multiple jurisdictions). You are responsible for all data on your account and you agree to comply with all applicable legal requirements for the sale, transfer, and transport of an item, including but not limited to statutes, regulations or requirements of any country, state, locality, province, municipality or other government authority or regulatory entity regarding sales or auctions, the sale and/or transfer of any Item (including firearms, ammunition, black powder, or any other item), export or import control, taxation, duties or tariffs, presence or licensing of brokers (the foregoing, “Legal Requirements”) governing the specific requirements for transfer and shipping of firearms.

CedCommerce.com is not responsible for the seller’s products, nor is liable for any legal actions that may result from the sale of the seller’s products.

Your Account and Password

It is your responsibility to keep any password(s) and user ID(s) secure and confidential. CedCommerce.com may issue to you the access to the Service, rests solely with you and the employees, representatives, and agents of yours that are entrusted with the same. If you come to know of any unauthorized access to your account(s), or any misuse of your password(s) and user ID(s), you must follow the CedCommerce process to disable your account(s), and/or re-issue new password(s) or user ID(s) as soon as possible. You agree that you are solely responsible for the actions and omissions of the person(s) you nominate as the user(s) or administrator(s) of your account(s) for the Service. You also agree that CedCommerce.com may accept instructions and requests from, and communicate with such person(s) until and unless CedCommerce.com receives notification that such person(s) no longer holds the authority. At this point, all requests and communications are valid and legally binding on you. In addition, you are responsible for any and all use of your account(s) by any persons who are in possession of your user ID(s) or password(s).

No Warranties

UNLESS EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, CedCommerce.com MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND REGARDING ITS WEBSITE, THE SERVICE, THE PRODUCTS OR SERVICES AVAILABLE ON THIS WEBSITE AND/OR ANY MATERIALS PROVIDED ON THIS WEBSITE, ALL OF WHICH ARE PROVIDED ON AN "AS IS WHERE IS" BASIS. CedCommerce.com DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THE SERVICE OR THIS WEBSITE. CedCommerce.com EXPRESSLY DISCLAIMS ALL WARRANTIES, AND TERMS AND CONDITIONS IN RELATION TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES AS TO MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A GENERAL OR PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF **WHERE CEDCOMMERCE IS HEADQUARTERED AT.**

CedCommerce.com DOES NOT WARRANT THAT THE SERVICE, THIS WEBSITE, ITS SERVERS OR ANY E-MAIL SENT FROM CedCommerce.com IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

FOR THE AVOIDANCE OF DOUBT, CedCommerce.com DOES NOT GUARANTEE THE EFFECTIVENESS OF THE SERVICE. We cannot also guarantee that errors in the code or functionality will not cause your account to be suspended or deleted by Sears. CedCommerce.com TAKES NO RESPONSIBILITY FOR THE SECURITY, CONFIDENTIALITY OR PRIVACY OF THE COMMUNICATIONS AND/OR DATA TRANSMITTED OVER THE INTERNET AND DOES NOT WARRANT (AND EXPRESSLY EXCLUDES ANY AND ALL EXPRESS OR IMPLIED WARRANTIES) THAT THE SERVICE WILL

BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR OR LOSS OF CONTENT, DATA OR INFORMATION. IN ADDITION, CedCommerce.com SHALL NOT BE LIABLE FOR ANY COMPATIBILITY ISSUES PERTAINING TO CUSTOMERS' COMPUTERS, APPLICATIONS OR OTHER SOFTWARE ON ANY COMPUTERS USING THE SERVICE.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW IN NO EVENT SHALL CedCommerce.com BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY LOST PROFITS OR LOST SAVINGS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STRICT LIABILITY, STATUTE OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONTENT FOUND HEREIN, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THE SERVICE OR THIS SITE), OR (III) THE PERFORMANCE OR NON PERFORMANCE BY CedCommerce.com EVEN IF THE CedCommerce.com HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY.

Force Majeure

CedCommerce.com has no responsibility for and is released from all contractual obligations and liability (e.g. for damages) if its performance of these Terms and Conditions is affected by an event of force majeure. For the purpose of this clause, the term "force majeure" means and includes any event which was not under the control of CedCommerce.com, or was not reasonably foreseeable, including, but not limited to any natural disaster such as thunderstorm, flood or storm, fire, national emergency, strike or equivalent labor action, or the unavailability of the Internet for reasons beyond the control of CedCommerce.com.

Jurisdiction

This Agreement shall be construed and governed in accordance with the laws of the India, and the parties hereto submit to the exclusive jurisdiction of the courts of the India. Thank you for taking the time to understand our Terms & Conditions. Any questions regarding the Terms and Condition should be addressed to: shopify@cedcommerce.com