

TERMS OF SERVICE

These Terms of Service (the “**Terms**”) govern your access to and use of the online marketplace platform operated by [Precision Project Flow], a [New York Limited Liability Company] (“**Company**,” “we,” “our,” or “us”), including any related websites, applications, and services that link to or reference these Terms (collectively, the “**Platform**”). By accessing or using the Platform, registering an account, or clicking to accept or agree to these Terms, you confirm that you have read, understood, and agree to be bound by these Terms.

The Platform is meant for use only by entities and individuals acting on behalf of businesses for business-to-business transactions. By using the Platform, you represent and warrant that you are accessing the Platform on behalf of a company, that you have full authority to bind that business to these Terms, and that all information you provide is accurate, complete, and current.

The Platform allows engineering companies and other qualified businesses to offer products and services as vendors (“**Vendors**”) and to search for, evaluate, and purchase such products and services as buyers (“**Buyers**”). In these Terms, “**User**” means any person or entity that accesses or uses the Platform in any capacity, including as a Vendor or as a Buyer.

If you access or use the Platform on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms, and in that case, “you” and “your” refer to that entity. If you do not have such authority or do not agree to these Terms, you must not access or use the Platform.

1. Account Creation And Eligibility

1.1. **Account Registration.** To access and use the Platform, you must create an account and provide all information requested during the registration process. You agree that all information you submit will be accurate, complete, and kept current at all times.

1.2. **Business Use Only.** The Platform is available only for business-to-business transactions. By registering an account, you represent and warrant that you are creating the account on behalf of a legitimate business entity and that you have the authority to bind that entity to these Terms.

1.3. **Eligibility Requirements.** You may use the Platform only if you have full legal capacity to enter into binding contracts and act with the full authority of your business. You may not use the Platform if you are located in a jurisdiction where use of the Platform or participation in online marketplaces is prohibited by law.

1.4. **Account Security.** You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to notify us immediately if you become aware of any unauthorized access to or use of your account.

1.5. **Accuracy of Information.** You agree to keep your business details, contact information, and any required documents up to date at all times. If any information you provide is found to be false or misleading, we may suspend or terminate your account.

1.6. **Multiple or Fraudulent Accounts.** You may not create multiple accounts for the same business without our prior written consent. We may refuse registration, suspend, or terminate accounts if we determine that you have created accounts using false information, automated tools, or improper means.

2. Vendor Onboarding and Approval

2.1. **Vendor Application.** Vendors must complete the Platform's application process and submit all required information and documentation requested during onboarding. This may include business identification information, verification documents, and any industry or regulatory materials needed to assess eligibility.

2.2. **Manual Review and Approval.** All Vendor accounts are subject to manual review. Submission of an application does not guarantee approval. We may approve, deny, or request additional information in our sole discretion.

2.3. **Continuing Obligations.** Vendors must ensure that all information and documentation provided during onboarding remains accurate and up to date. Vendors agree to update their information promptly if any material change occurs, including changes to business status, licensing, ownership, or contact information.

2.4. **Right to Request Documentation.** We may request additional documentation at any time to confirm a Vendor's business identity, qualifications, or compliance with applicable laws. We may suspend or remove a Vendor account if requested documents are not provided.

2.5. **No Verification Duty.** We do not independently verify the accuracy, validity, or sufficiency of any licenses, certifications, qualifications, or other documents provided by Vendors. Vendors remain solely responsible for ensuring that they possess all required credentials to offer products and services through the Platform.

2.6. **Suspension or Revocation.** We may suspend, restrict, or revoke a Vendor's access to the Platform at any time if we determine that the Vendor has violated these Terms, provided inaccurate or misleading information, failed to maintain required qualifications, or engaged in conduct that could harm Users or the Platform.

3. **Vendor Responsibilities and Compliance**

3.1. **Compliance with Laws and Regulations.** Vendors are solely responsible for ensuring that all products and services offered through the Platform comply with all applicable federal, state, local, and international laws, rules, regulations, industry standards, and professional requirements. This includes all licensing, certification, safety, engineering, export, import, and regulatory obligations relevant to their business activities.

3.2. **Licensing and Qualifications.** Vendors must maintain all professional licenses, permits, certifications, and authorizations required to manufacture, distribute, or provide the products and services they list on the Platform. Vendors are responsible for verifying that their qualifications are valid and current at all times.

3.3. **Accuracy of Listings and Documentation.** Vendors must ensure that all product descriptions, technical specifications, engineering details, safety information, and other content they publish are accurate, complete, and not misleading. Vendors are responsible for the accuracy and sufficiency of all documentation they provide to Buyers.

3.4. **Regulated and Restricted Products.** Vendors may not list or sell any product or service that is illegal, unsafe, improperly documented, or subject to special regulatory controls without meeting all applicable requirements. Vendors must identify any product that requires specialized handling, disclosure, or compliance documentation.

3.5. **Vendor Liability for Offerings.** Vendors are fully responsible for the products and services they offer, including their design, accuracy, functionality, safety, and compliance. We are not responsible for verifying any engineering claims, regulatory status, or technical assertions made by Vendors.

3.6. **Industry-Specific Requirements.** If a product or service requires specialized qualifications, documentation, or regulatory approval, the Vendor is solely responsible for ensuring that all obligations are satisfied. Vendors must provide Buyers with any required documentation upon request and must comply with all applicable standards governing controlled or regulated engineering products.

3.7. **Ongoing Duty to Maintain Compliance.** Vendors must monitor changes in laws, regulations, and industry standards that affect their offerings. Vendors agree to update their listings, practices, and documentation as needed to remain compliant and must remove any non-compliant listings immediately.

3.8. **Independence of Vendors.** Vendors operate independently and are not employees, agents, partners, or representatives of the Platform. Vendors do not have the authority to make representations or commitments on behalf of the Platform.

4. Listings and User-Generated Content

4.1. **Creation of Listings.** Vendors may create and publish listings for products and services they offer through the Platform. Each listing must accurately describe the product or service, including all technical specifications, performance details, materials, safety information, and any other information that a reasonable Buyer would need to evaluate the offering.

4.2. **Accuracy and Integrity of Content.** Vendors are solely responsible for the accuracy, completeness, and truthfulness of all content they upload or publish on the Platform. This includes product descriptions, images, diagrams, certifications, engineering documents, and all other materials. Vendors may not post any content that is false, misleading, deceptive, or incomplete.

4.3. **Prohibited Content.** Vendors may not upload or publish content that:

- (a) promotes or involves illegal, unsafe, or non-compliant products or services;
- (b) infringes or misappropriates any intellectual property rights;
- (c) contains confidential or proprietary information of third parties without authorization;
- (d) contains harmful code or disrupts the Platform's functionality; or
- (e) violates any law or regulation.

4.4. **Right to Remove Content.** We may review, edit, refuse, or remove any listing or content at any time if we determine that it violates these Terms, poses a risk to Users, is inaccurate or misleading, or is otherwise inappropriate for the Platform.

4.5. **License to Use Content.** By uploading or publishing content to the Platform, Vendors grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, display, host, store, modify, and distribute such content as necessary to operate, promote, and improve the Platform. This license does not transfer ownership of the content to us.

4.6. **Responsibility for User Interactions.** Vendors are responsible for ensuring that any documents, specifications, or materials exchanged with Buyers through the Platform's messaging or file-sharing tools are accurate, complete, and suitable for their intended purpose.

4.7. **No Endorsement.** The Platform does not endorse, verify, or guarantee the accuracy, legality, or quality of any listings or user-generated content. Buyers are solely responsible for evaluating the qualifications of Vendors and the suitability of any product or service.

5. **Transactions and Payment Processing**

5.1. **Use of Stripe.** All payments for products and services offered through the Platform must be completed using Stripe. By conducting transactions on the Platform, Users agree to comply with Stripe's [terms of service](#), and any additional requirements Stripe imposes for payment processing.

5.2. **Platform Role in Transactions.** The Platform provides a marketplace where Vendors and Buyers can enter into transactions. We are not a seller, manufacturer, distributor, or provider of any product or service listed on the Platform. All transactions are solely between the relevant Vendor and Buyer.

5.3. **Stripe Connect.** The Platform uses Stripe Connect to process payments. Buyers authorize Stripe to charge their selected payment method for all amounts due. Vendors authorize Stripe to credit payouts to their designated accounts.

5.4. **Payouts to Vendors.** Vendors will receive payouts directly through Stripe, in accordance with Stripe's applicable schedules and policies. We do not control the timing of payouts, withholding requirements, verification steps, or compliance reviews performed by Stripe.

5.5. **Platform Fees.** We may charge Vendors a transaction fee or service fee for use of the Platform. Any such fees will be disclosed during onboarding or in the Vendor dashboard and may be deducted automatically from payouts processed through Stripe.

5.6. **Pricing and Charges.** Vendors are solely responsible for setting the prices of their products and services. Buyers are responsible for all charges incurred in connection with a transaction, including taxes and any additional fees disclosed at checkout.

5.7. **Taxes.** Vendors are solely responsible for assessing, collecting, reporting, and remitting all applicable taxes, duties, and similar charges arising from the sale of their products and services. We do not provide tax advice and are not responsible for determining whether any tax applies.

5.8. **Fraud Prevention.** To reduce fraud and unauthorized activity, Stripe or the Platform may place temporary holds on payments or require additional verification from Buyers or Vendors. We may cancel or suspend transactions if fraudulent or suspicious activity is detected.

5.9. **Off-Platform Transactions Prohibited.** Vendors and Buyers may not use the Platform to identify potential counterparties and then circumvent the Platform by completing transactions off-platform. Doing so is grounds for account suspension or termination.

6. **Pricing, Fees, and Taxes**

6.1. **Vendor Control Over Pricing.** Vendors are solely responsible for setting the prices of their products and services. All pricing information provided in listings must be accurate, current, and stated in the currency supported by the Platform.

6.2. **Platform Fees.** We may charge Vendors a transaction fee, service fee, or other applicable charges for use of the Platform. Any applicable fees will be disclosed during onboarding or made available in the Vendor dashboard. Fees may be deducted automatically from payments processed through Stripe.

6.3. **Disclosure of Fees to Buyers.** Buyers will see the total amount due at checkout, which may include product prices, service fees, taxes, and other applicable charges. Buyers are responsible for reviewing all costs before confirming a transaction.

6.4. **No Responsibility for Vendor Fees.** Vendors are responsible for all fees charged by Stripe or other third-party service providers in connection with payment processing, payouts, or compliance reviews.

6.5. **Vendor Tax Obligations.** Vendors are solely responsible for determining, collecting, reporting, and remitting all taxes, duties, levies, and similar charges that apply to the sale of their products and services. This includes sales tax, VAT, GST, excise duties, and any other required tax.

6.6. **No Tax Advice.** We do not provide tax advice or determine whether any tax applies to a particular transaction. Vendors should consult qualified tax professionals regarding their obligations.

6.7. **Buyer Tax Obligations.** Buyers are responsible for any taxes assessed on their purchases that are not collected at the point of sale by the Vendor.

6.8. **Changes to Fees.** We may modify our fee structure at any time. Changes will become effective upon posting on the Platform or upon communication to Vendors. Continued use of the Platform after any fee changes constitutes acceptance of the revised fee structure.

7. **Returns, Refunds, and Cancellations**

7.1. **Vendor Return Policies.** Vendors must establish and publish their own return, refund, and cancellation policies for the products and services they offer through the Platform. These policies must be clearly stated in each listing or communicated to Buyers before purchase.

7.2. **Vendor Responsibility for Refunds.** Vendors are solely responsible for issuing refunds to Buyers. Refunds must be processed directly through Stripe using the Vendor's Stripe account. We do not issue refunds on behalf of Vendors and do not control refund timelines, eligibility, or conditions.

7.3. **Minimum Standards.** We may require Vendors to meet minimum return or refund standards to maintain a Vendor account. At a minimum, Vendors must act in good faith, respond to Buyer inquiries within a reasonable timeframe, and process refunds in accordance with their posted policies.

7.4. **Cancellation of Orders.** Vendors must specify whether cancellation is permitted, the cancellation timeframe, and any applicable charges. Vendors are responsible for ensuring that their cancellation policies comply with applicable laws and industry standards.

7.5. **Platform Role.** We are not a party to any return, refund, or cancellation agreement between Vendors and Buyers. Disputes related to returns or refunds must be addressed directly between the Vendor and Buyer.

7.6. **Failure to Honor Policies.** If a Vendor fails to honor its posted return or refund policies, or repeatedly receives complaints related to returns or cancellations, we may suspend or terminate the Vendor's account or remove affected listings.

7.7. **Finality of Vendor Decisions.** Except where required by law, Vendor decisions regarding returns and refunds are final. Buyers are responsible for reviewing Vendor policies before completing a transaction.

8. **Dispute Resolution Between Vendors and Buyers**

8.1. **Direct Resolution Required.** Vendors and Buyers must attempt to resolve all disputes related to a transaction, including quality issues, delays, non-delivery, defects, or payment matters, directly with each other. The Platform is not a party to any transaction and does not resolve disputes on behalf of Users.

8.2. **Information Sharing.** Vendors and Buyers agree to provide each other with reasonable information needed to assess and resolve a dispute, including order details, documentation, correspondence, and any relevant technical materials.

8.3. **Limited Platform Assistance.** We may, in our discretion, offer limited support to help facilitate communication between Users. Any assistance we provide is informal and non-binding. We do not make factual determinations, interpret engineering specifications, or assess regulatory compliance in connection with disputes.

8.4. **No Responsibility for Outcomes.** We are not responsible for the outcome of any dispute between a Vendor and a Buyer. Vendors and Buyers are solely responsible for evaluating and resolving any issues arising from their transaction.

8.5. **Reporting Misconduct.** Users may report suspected misconduct, fraudulent activity, safety issues, or violations of these Terms. We may review such reports and take appropriate action, including removing listings or suspending accounts, but we are not obligated to investigate or intervene.

8.6. **Repeated Disputes.** If a User is involved in repeated or unresolved disputes, or if we determine that a User is engaging in conduct that harms other Users or the Platform, we may suspend, restrict, or terminate that User's account.

8.7. **No Claim Against the Platform.** Users agree that they will not assert any claim against the Platform for disputes arising between Vendors and Buyers, including claims related to engineering defects, regulatory non-compliance, misrepresentations, delays, or failures in performance.

9. Platform Obligations and Disclaimers

9.1. **Provision of the Platform.** We provide access to the Platform so that Vendors and Buyers may connect, communicate, and conduct transactions. We do not guarantee uninterrupted or error-free operation. Access may be suspended or limited at any time for maintenance, technical issues, or other reasons.

9.2. **No Engineering Oversight or Verification.** We do not review, verify, endorse, or guarantee the accuracy, legality, safety, completeness, or suitability of any product, service, listing, documentation, engineering specification, or technical information provided by Vendors.

9.3. **No Professional Advice.** The Platform does not provide engineering, technical, regulatory, or legal advice. Vendors and Buyers are responsible for obtaining any professional advice needed to evaluate products, services, or regulatory requirements.

9.4. **No Responsibility for User Conduct.** We are not responsible for the actions, omissions, or representations of Users, including any misstatements, delays, non-performance, breaches of contract, engineering errors, or regulatory violations committed by Vendors or Buyers.

9.5. **No Guarantee of Outcomes.** We do not guarantee that any product or service offered through the Platform will meet a Buyer's needs, comply with industry requirements, or be delivered on time. We do not guarantee that Vendors will perform as described or that Buyers will fulfill their obligations.

9.6. **Third-Party Services.** The Platform may rely on third-party providers such as Stripe, hosting services, analytics tools, or other integrated services. We are not responsible for any acts or omissions of these third parties, and Users must comply with the terms imposed by those providers.

9.7. **Operational Changes.** We may modify, suspend, or discontinue any feature or component of the Platform at any time without prior notice. Continued use of the Platform after any modification constitutes acceptance of the revised functionality.

9.8. **“As Is” Basis.** The Platform is provided on an “as is” and “as available” basis. To the fullest extent permitted by law, we disclaim all warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, and availability.

10. Prohibited Activities

10.1. **General Prohibitions.** Users may not use the Platform for any unlawful, harmful, or improper purpose. You agree not to engage in any activity that disrupts, interferes with, or harms the operation of the Platform or the experience of other Users.

10.2. **Prohibited Conduct for All Users.** Users may not:

- (a) violate any applicable law, regulation, or industry standard;
- (b) misrepresent their identity, qualifications, or authority;
- (c) create false or misleading listings or submit inaccurate information;
- (d) upload or transmit viruses, malware, or harmful code;
- (e) interfere with or attempt to gain unauthorized access to the Platform or any related systems;
- (f) use automated tools, bots, or scripts to access or interact with the Platform; or
- (g) engage in any activity that could harm the Platform, its Users, or its reputation.

10.3. **Vendor-Specific Prohibitions.** Vendors may not:

- (a) list or sell any product or service that is illegal, unsafe, improperly documented, or non-compliant with applicable laws;
- (b) claim or imply qualifications, licenses, or certifications that they do not possess;
- (c) provide inaccurate engineering specifications, safety information, or technical data;
- (d) use the Platform to distribute hazardous materials or restricted items without required approvals;
- (e) attempt to conduct off-platform transactions with Buyers identified through the Platform; or
- (f) re-upload or reuse content belonging to other Vendors without authorization.

10.4. **Buyer-Specific Prohibitions.** Buyers may not:

- (a) misuse Vendor documents, technical materials, or proprietary information;
- (b) attempt to coerce Vendors into off-platform transactions;
- (c) engage in fraudulent chargebacks or unauthorized payment disputes; or
- (d) use the Platform to obtain information for competitive analysis, data scraping, or reverse engineering.

10.5. **No Circumvention.** Users may not take any action intended to bypass the Platform’s payment systems, fee structures, or monitoring tools. Circumvention of the Platform’s processes is grounds for immediate suspension or termination.

10.6. **Enforcement.** We may investigate any suspected violation of this Section. We may suspend or terminate accounts, remove listings, or take any other action we deem appropriate in response to prohibited conduct.

11. **Intellectual Property**

11.1. **Platform Ownership.** The Platform, including all software, design elements, text, graphics, logos, trademarks, interfaces, and related materials, is owned by us or our licensors. Users may not copy, modify, distribute, display, or create derivative works based on any part of the Platform except as expressly permitted by these Terms.

11.2. **Vendor Ownership of Content.** Vendors retain ownership of the product descriptions, technical specifications, engineering documents, images, certifications, and other materials they upload to the Platform (“**Vendor Content**”). Except for the license granted in Section 11.3, we do not claim ownership of Vendor Content.

11.3. **License Granted to the Platform.** By posting or submitting Vendor Content, Vendors grant us a non-exclusive, worldwide, royalty-free license to host, store, reproduce, display, modify, transmit, and distribute Vendor Content as needed to operate, promote, and improve the Platform. This license continues for as long as the content is available on the Platform or as otherwise required to meet legal or compliance obligations.

11.4. **Representation of Rights.** Vendors represent and warrant that they own all rights in their Vendor Content or have obtained all permissions and licenses necessary to grant the rights described in these Terms. Vendors are responsible for ensuring that their content does not infringe or violate any third party's intellectual property rights.

11.5. **Buyer Use of Vendor Content.** Buyers may view Vendor Content to evaluate and purchase products and services. Buyers may not copy, republish, distribute, or use Vendor Content outside of the transaction context unless expressly permitted by the Vendor.

11.6. **Infringing Content.** We may remove or disable access to any content that we believe, in good faith, violates intellectual property laws or infringes the rights of others. We may suspend or terminate the accounts of repeat infringers.

11.7. **DMCA Procedure.** If a User believes that content posted on the Platform infringes their copyright, they may submit a notice in accordance with the Digital Millennium Copyright Act. Upon receiving a valid notice, we will act in accordance with applicable law.

11.8. **No License to Platform IP.** Except for the limited rights expressly granted under these Terms, Users acquire no rights to the Platform or to any of our or our licensors' intellectual property.

12. **Vendor Representations and Warranties**

12.1. **Business Legitimacy.** Vendors represent and warrant that they are duly organized, validly existing, and in good standing under the laws of their jurisdiction, and that they have full authority to enter into and perform their obligations under these Terms.

12.2. **Licensing and Qualifications.** Vendors represent and warrant that they hold all licenses, permits, certifications, registrations, and other authorizations required to manufacture, distribute, sell, or provide the products and services they list on the Platform.

12.3. **Regulatory Compliance.** Vendors represent and warrant that all products, services, documentation, and technical materials they provide comply with all applicable federal, state, local, and international laws, regulations, and industry standards, including engineering, safety, import, export, and environmental requirements.

12.4. **Accuracy of Information.** Vendors represent and warrant that all information, listings, technical specifications, safety details, documents, and other materials provided to Buyers or posted on the Platform are accurate, complete, and not misleading.

12.5. **Ownership of Content.** Vendors represent and warrant that they own all rights, titles, and interests in their Vendor Content or have obtained all necessary rights and permissions to upload and use the content on the Platform without infringing any intellectual property or proprietary rights.

12.6. **No Misrepresentation.** Vendors represent and warrant that they will not misstate or exaggerate their qualifications, engineering capabilities, regulatory approvals, or the characteristics or performance of their products and services.

12.7. **Suitability and Safety.** Vendors represent and warrant that their products and services are safe for their intended use and meet any applicable safety, testing, or certification requirements. Vendors are solely responsible for ensuring that products meet all engineering and quality standards.

12.8. **No Conflicts.** Vendors represent and warrant that entering into and performing under these Terms does not violate any other agreement or obligation to which they are subject.

13. Buyer Responsibilities

13.1. **Evaluation of Vendors.** Buyers are responsible for evaluating the qualifications, experience, and suitability of Vendors before entering into any transaction. Buyers must conduct any due diligence they consider necessary, including review of technical specifications, certifications, or regulatory information provided by Vendors.

13.2. **Assessment of Products and Services.** Buyers are responsible for determining whether a product or service is appropriate for their intended use. This includes verifying engineering requirements, regulatory standards, quality specifications, compatibility, safety considerations, and any other factors relevant to the Buyer's operations.

13.3. **Compliance with Laws.** Buyers must comply with all applicable laws, regulations, and industry standards in connection with their use of the Platform and their purchase or use of Vendor products and services. Buyers are responsible for ensuring that their acquisition or use of a product or service complies with any regulatory requirements that apply to their business or jurisdiction.

13.4. **Accuracy of Buyer Information.** Buyers must provide accurate and complete information during registration and during any transaction. Buyers agree to keep all account information current and to notify us of any material changes.

13.5. **Misuse of Vendor Content Prohibited.** Buyers may not copy, distribute, or reuse Vendor Content outside of the transaction context unless they have obtained express permission from the Vendor. Buyers may not use Vendor technical materials or documents in a way that violates intellectual property rights or confidentiality obligations.

13.6. **Payment Obligations.** Buyers must ensure that all payment information submitted through Stripe is valid and authorized. Buyers are responsible for completing payment for all confirmed orders and for resolving any payment disputes directly with their bank or payment provider.

13.7. **Dispute Resolution with Vendors.** Buyers must work directly with Vendors to resolve any disputes relating to order details, delivery, product quality, specifications, or refunds. Buyers agree not to hold the Platform responsible for any such matters.

13.8. **Prohibited Conduct.** Buyers may not engage in conduct that harms Vendors, including fraud, misuse of proprietary information, manipulation of listings, attempts to coerce off-platform transactions, or improper chargebacks.

14. **Indemnification**

14.1. **Vendor Indemnification.** Vendors agree to indemnify, defend, and hold the Platform and its officers, directors, employees, and agents harmless from and against all claims, demands, damages, losses, liabilities, judgments, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) any breach of these Terms by the Vendor;
- (b) any product, service, listing, document, technical specification, or other material provided by the Vendor;
- (c) any allegation that Vendor Content infringes or misappropriates the intellectual property or proprietary rights of a third party;
- (d) any engineering defect, design failure, safety issue, regulatory violation, or non-compliance related to a Vendor's product or service;
- (e) any misrepresentation regarding the Vendor's qualifications, licenses, certifications, or regulatory status; and
- (f) any dispute between a Vendor and a Buyer.

14.2. **Buyer Indemnification.** Buyers agree to indemnify, defend, and hold the Platform and its officers, directors, employees, and agents harmless from and against all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) any breach of these Terms by the Buyer;
- (b) the Buyer's misuse of Vendor Content or confidential information;
- (c) any violation of applicable laws or regulations in connection with a purchase or use of Vendor products or services; and
- (d) any dispute between a Buyer and a Vendor.

14.3. **Process.** If the Platform seeks indemnification under this Section, it will notify the User promptly upon becoming aware of any claim. The indemnifying party must assume control of the defense of the claim, subject to the Platform's right to participate, and must not settle any claim in a manner that imposes obligations on the Platform without its written consent.

14.4. **Independent Obligations.** The obligations in this Section apply to the fullest extent permitted by law and survive termination of the User's account or access to the Platform.

15. **Limitation of Liability**

15.1. **No Liability for Vendor or Buyer Conduct.** To the fullest extent permitted by law, the Platform is not liable for any acts, omissions, errors, representations, breaches, or failures of any Vendor or Buyer. This includes engineering errors, product defects, regulatory violations, delays, non-performance, or disputes between Users.

15.2. **No Liability for Listings or Content.** We do not guarantee the accuracy, legality, completeness, safety, or suitability of any listing, product description, technical specification, engineering document, or other content posted by Users. We are not responsible for any reliance placed on such information.

15.3. **No Liability for Transactions.** All transactions occur solely between Vendors and Buyers. The Platform is not responsible for:

- (a) the quality or performance of any product or service;
- (b) shipment, delivery, or fulfillment issues;
- (c) refund, return, or cancellation decisions; or
- (d) payment disputes, chargebacks, or delays caused by Stripe or other third-party providers.

15.4. **No Liability for Third-Party Services.** The Platform uses third-party service providers, including Stripe and hosting or analytics services. We are not responsible for any acts, omissions, errors, service interruptions, or failures of third-party providers.

15.5. **Exclusion of Certain Damages.** To the fullest extent permitted by law, the Platform is not liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or related to the use of the Platform, even if advised of the possibility of such damages. This includes loss of profits, business interruption, loss of data, loss of goodwill, and reputational harm.

15.6. **Liability Cap.** To the fullest extent permitted by law, the Platform's total liability to any User arising out of or relating to these Terms or use of the Platform will not exceed the greater of: (a) one hundred dollars (\$100), or (b) the amount of Platform fees paid by the User in the six months preceding the event giving rise to the claim. This limitation applies regardless of the legal theory asserted.

15.7. **Jurisdictions with Limitations.** Some jurisdictions do not allow the exclusion or limitation of certain damages. In those jurisdictions, the limitations in this Section apply to the maximum extent permitted by law.

15.8. **Basis of the Bargain.** Users acknowledge that the limitations in this Section form an essential basis of the agreement between the Platform and its Users. Without these limitations, the Platform would be unable to remain available.

16. Termination and Suspension

16.1. **Our Right to Suspend or Terminate.** We may suspend, restrict, or terminate any User's access to the Platform at any time, with or without notice, if we determine that the User has violated these Terms, provided false or misleading information, engaged in unlawful or harmful conduct, or posed a risk to other Users or to the Platform.

16.2. **Vendor-Specific Grounds for Removal.** We may suspend or terminate a Vendor's account if the Vendor:

- (a) fails to maintain required licenses, permits, or regulatory qualifications;

- (b) posts inaccurate, misleading, or unsafe listings;
- (c) receives repeated or unresolved complaints from Buyers;
- (d) refuses to honor return or refund obligations; or
- (e) engages in conduct inconsistent with professional or industry standards.

16.3. **Buyer-Specific Grounds for Removal.** We may suspend or terminate a Buyer's account if the Buyer:

- (a) engages in fraudulent or abusive conduct;
- (b) misuses Vendor technical materials or proprietary information;
- (c) attempts to circumvent the Platform's payment systems; or
- (d) repeatedly initiates improper chargebacks or payment disputes.

16.4. **User-Initiated Termination.** Users may close their accounts at any time by submitting a request through the Platform. Termination will not affect the User's obligations for transactions already completed or initiated.

16.5. **Effect on Active Transactions.** Upon suspension or termination of an account:

- (a) all active listings may be removed;
- (b) pending payouts may be delayed or voided by Stripe in accordance with its policies; and
- (c) Vendors and Buyers remain responsible for completing any open transactions unless prohibited by law or Stripe's requirements.

16.6. **Retention of Information.** We may retain account information, transaction records, and related data after termination as required for legal, regulatory, tax, audit, or operational purposes.

16.7. **No Reinstatement Guarantee.** Terminated accounts may not be reinstated. Any request for reinstatement will be reviewed at our discretion, and we may require additional information or documentation.

17. **Governing Law and Dispute Resolution**

17.1. **Governing Law.** These Terms and any dispute arising out of or relating to the Platform, your use of the Platform, or your relationship with us will be governed by and interpreted in accordance with the laws of the State of [New York], without regard to its conflict-of-laws principles.

17.2. **Agreement to Arbitration.** Except as provided in Section 17.5, any dispute, claim, or controversy between you and the Platform arising out of or relating to these Terms or your use of the Platform will be resolved exclusively through binding arbitration. The American Arbitration Association will administer arbitration in accordance with its Commercial Arbitration Rules.

17.3. **Location and Procedures.** The arbitration will take place in [Buffalo, New York] unless the parties agree otherwise. The arbitration will be conducted by a single arbitrator. The arbitrator will have authority to award monetary damages and injunctive relief consistent with these Terms.

17.4. **Costs of Arbitration.** Each party will bear its own costs and attorneys' fees, except that the filing fee and arbitrator's fees will be allocated in accordance with the AAA Commercial Arbitration Rules.

17.5. **Exceptions.** Either party may bring an action in small claims court for qualifying claims. Either party may also seek injunctive or equitable relief in a court of competent jurisdiction to prevent unauthorized use or misuse of intellectual property or confidential information.

17.6. **Class Action Waiver.** To the fullest extent permitted by law, all disputes must be resolved on an individual basis. You agree that you will not bring or participate in any class, collective, or representative action against the Platform, and that no arbitration may be conducted on a class or collective basis.

17.7. **Court Jurisdiction for Certain Matters.** If arbitration is not permitted by law for any part of a dispute, the matter will be resolved exclusively in the state or federal courts located in [Buffalo, New York]. Users consent to the personal jurisdiction of those courts.

17.8. **Time Limit to Bring Claims.** Any claim against the Platform must be brought within one (1) year after the event giving rise to the claim. If not filed within that period, the claim is permanently barred.

18. Notices

18.1. **Notices from the Platform.** We may send notices, communications, or other information related to your account or these Terms by email, through the Platform interface, or by any other method reasonably designed to reach you. You agree that all electronic notices satisfy any legal requirement that such communications be in writing.

18.2. **User Responsibility to Maintain Contact Information.** Users must keep their email address, business address, and other contact information up to date. Notices sent to the most recent contact information provided by the User will be deemed received.

18.3. **Notices to the Platform.** Users may send notices or other communications to us at the email address or physical address designated on the Platform. Notices will be effective when received by us.

18.4. **Service of Legal Process.** Nothing in these Terms limits our right to serve legal process in any manner permitted by law. Users agree not to use notices or communication methods described in this Section to assert legal claims unless expressly required by applicable law.

19. Updates to the Terms

19.1. **Right to Update.** We may update or modify these Terms at any time. Updated Terms will take effect when posted on the Platform, unless a later effective date is stated.

19.2. **Notice of Changes.** We may notify Users of material changes by email or through the Platform. Users are responsible for reviewing updated Terms. Continued use of the Platform after the updated Terms take effect constitutes acceptance of the revised Terms.

19.3. **Material Changes.** If a change materially affects a User's rights or obligations, we may provide additional notice. If the User does not agree to the updated Terms, the User must stop using the Platform and may request closure of their account.

19.4. **No Obligation to Maintain Previous Versions.** We are not required to maintain or provide access to earlier versions of these Terms. The most current version will always be the version posted on the Platform.

20. Miscellaneous

20.1. **Entire Agreement.** These Terms constitute the entire agreement between you and the Platform regarding your use of the Platform. They supersede all prior and contemporaneous agreements, understandings, representations, and communications, whether written or oral.

20.2. **Relationship of the Parties.** Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and the Platform. Vendors and Buyers act independently and are not authorized to bind the Platform in any manner.

20.3. **Assignment.** Users may not assign or transfer their rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations without restriction, including to an affiliate or successor entity.

20.4. **Severability.** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The invalid provision will be replaced with an enforceable provision that most closely reflects the original intent.

20.5. **Waiver.** A waiver of any breach or default under these Terms is not a waiver of any other breach or default. Our failure to enforce any provision of these Terms does not constitute a waiver of our right to enforce it later.

20.6. **Force Majeure.** We are not liable for any failure or delay in performance caused by events outside our reasonable control, including natural disasters, acts of government, war, terrorism, labor disruptions, power outages, or failures of third-party service providers.

20.7. **Survival.** Sections that by their nature should survive termination of these Terms will continue in effect after termination. This includes intellectual property rights, indemnification, limitations of liability, governing law, dispute resolution, and any payment obligations.

20.8. **Interpretation.** Headings are for convenience only and do not affect interpretation. References to “including” mean “including but not limited to.”