

Terms and Conditions of Service / Terms of Use

The terms and conditions are important because they:

- outline your legal rights on Makerko
- explain the rights you give to us when you use Makerko
- describe the rules you need to follow while using Makerko
- outline the ways of dispute resolution if any

Introduction

These terms and conditions (“Terms of Use”) set forth the general terms and conditions of the use of www.makerko.com website (“Website, Makerko, we, us, our”) and any of the related products, works and services (“Services”). The Terms of Use are legally binding between you (“user, you, your”) and Makerko. You acknowledge that you have read, understood and accept the Terms. If you are entering into this Agreement on behalf of any entity or organization, you warrant that you have the authority to represent the entity or organization. If you don’t accept the terms, you may not use the Makerko Service and access any of the content.

Definitions

Makerko: Makerko means Makerko Private Limited and its services.

User: User means a Client or a Maker using the Makerko platform.

Client: Client means an individual or an entity who registers as a client on Makerko website and places an order for the performance of a particular work.

Maker: Maker means anyone who registers as a maker on Makerko website and performs the work of the client upon order.

1. Becoming a member

Your membership begins at the moment you create an Account on our website. You must be at least 18 years of age in order to use the services herein. If you are below 18 years of age, you should immediately stop using the website.

2. Registration and sharing information

After creating an account on our website your registration shall be complete. You warrant that all the information you provide when you register or place an order is true, accurate, current and complete in all aspects. You shall edit your profile, if any registration details change. You shall be responsible for maintaining the security of your Account. *You shall use the Makerko platform ethically. You shall not use the platform so as to cause any harm to the Makerko.* You shall bear the responsibility for the activities done under your Account and the details provided. If you become aware about the unauthorized use of your Account, you shall notify us immediately.

Makerko may access, copy, distribute, store, transmit, reformat, display and perform your personal information solely as required for the purpose of providing the Services to you. The privacy of your personal information shall be maintained in accordance to **Privacy Policy of Makerko**.

3. Platform

Makerko provides a Web of Production platform whereby the client have the ability to transact directly with the makers.

You understand that Makerko is not a party to any transaction between the client and the maker. The matters related to quotation and pricing, commencement of work, variation or cancellation of order, testing and acceptance of the deliverable and refunds and returns including other matters related to transaction shall be as agreed between the maker and the clients. You agree and acknowledge that any transaction you make through the platform is at your own risk.

Makerko does not at any time during any transaction between the client and the maker via Makerko website accept any liability for any representations, warranty or any promise made by the maker or client or any action or omission of duty by the maker including delay in delivery of work.

Makerko does not accept any responsibility for delayed performance of service or delays. However, the client shall notify Makerko for any irregularities, deficiency, defects caused by the makers to them.

4. Design check and Prototyping services

The client, if does not have a design, shall request for a technical design before commencement of the work.

The client, if has design, shall upload the design of the project, and agree to make modifications as required if use of such design violates the intellectual property of a third party.

Any modifications in the design and the prototyping service shall be requested prior to the commencement of the work.

For the commencement of work, the client shall select a maker to perform the work using the website.

5. Intellectual property rights

Makerko: Any intellectual property rights created during the performance of work shall be retained by the Makerko. The Agreement, or the use of services by the client or maker, in no way transfers any intellectual rights of Makerko to the client or maker except the limited rights of usage.

***Maker:** Maker shall possess limited rights of usage upon the intellectual property of client or Makerko for the purpose of performance of work within the Agreement. The maker hereby grants Makerko all the intellectual property rights created during the performance of work in accordance to the Agreement.*

Client content: The client shall have the intellectual property rights regarding the copyright, design and trademark of user content. The client hereby grants Makerko a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the client content solely in connection with performance of work and promotional use of Deliverable.

6. Warranties and disclaimers

Warranties:

Makerko:

- Makerko warrants that the work does not infringe any intellectual property rights to the best of its knowledge.
- The services provided are not in any way contrary to the applicable law.

Maker:

- *Maker warrants that it shall maintain and keep portfolio of its hub updated by providing details to manufacturing process, material and cost related information.*
- *Maker warrants that any activity of maker does not/shall not infringe intellectual property rights of Makerko and the client, and accepts liability for infringement of such rights.*

- Maker warrants that any client information it possess shall not be dealt in contravention to the Privacy Policy of Makerko.

- Maker warrants that the quality of Deliverable shall be in accordance with the order made by the client.

- Maker shall be liable for any damage caused to the work during the delivery to the client.

- The services provided are not in any way contrary to the applicable law.

Client:

- Client warrants that the information provided by the user are correct and accurate.

- Client shall use the platform ethically.

Disclaimers: THE MAKERKO SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, DELIVERABLE AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE MAKERKO SERVICES ARE PROVIDED BY MAKERKO ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. ALL OTHER WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OUR SERVICE, INCLUDING, NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. MAKERKO DOES NOT WARRANT THAT THE MAKERKO SERVICES, INFORMATION, CONTENT, MATERIALS, DELIVERABLE OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE MAKERKO SERVICES ARE FREE OF HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, MAKERKO SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY MAKERKO SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, DELIVERABLE OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY MAKERKO SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. NO ORAL OR WRITTEN ADVICE GIVEN BY MAKERKO SHALL CREATE A WARRANTY.

7. Indemnification

The users shall defend and indemnify Makerko from any and all claims arising from the manufacture, production, design, purchase, use, or sale of the work, user content, or any willful misconduct on the part of user, including, but not limited to, claims for infringement of intellectual property rights of third party, and from any related costs, attorney's fees, expenses or liabilities incurred by Makerko.

8. Contact/Notice

The user may contact us via our email, phone call or write a letter to our Head Office as mentioned in the "Contact" details of the makerko website. Makerko shall make communications through email or any other mode of communication when required.

9. Governing law

This Agreement shall be governed by the laws of Nepal.

10. Dispute settlement

Any dispute arising from this Agreement, Makerko Services, and Deliverable shall be resolved amicably by the way of discussion and negotiation. If the disputes were not resolved within 15 days from the date of the dispute (date of the written notice specifying nature and details of disputes by one party to another hereto) shall be referred to the competent court of Nepal.

11. Severability

If any provision of this Agreement is held invalid, void or unenforceable for any reason, that provision shall be severable and shall not affect the validity and enforceability of remaining provision.

12. Amendments

Makerko may amend the Terms of Use (this Agreement) anytime. The notice of amendments shall be provided in advance along with the upgraded version to the user. Any continuance in use of service by the user shall be regarded as the acceptance of amendments.

13. Terms and termination

Term: This Agreement shall commence *upon the registration of the user* and shall remain effective until the Services are completed and delivered, or otherwise terminated as set forth herein. However,

Termination: The Agreement may be terminated for convenience at any time by either party effective immediately upon notice, or upon mutual agreement, or if any party; (i) becomes insolvent, or (ii) breaches any material responsibility under this Agreement.

In the event of termination by the user, Makerko shall be compensated for the Services provided through the date of termination and any additional costs incurred through the date of termination.

Annexure

Service Flow Chart:

SERVICE	ACTIONS	Request for Prototype + Check Design	Request for Prototype + Check Design + Quotation	Email to:
Request for Prototype	MAKERKO IS RESPONSIBLE. Request is sent to Makerko prototype team and enquiry begins with followup email/phone calls. <u>Cost and Payment:</u> Quote is sent manually via email and mutually agreed for payment terms - usually 30% advance before commencement of work.			prototype@makerko.com
Check Design	MAKERKO IS RESPONSIBLE. Request is sent to Makerko design team and enquiry begins with followup email/phone calls. <u>Cost and Payment:</u> Design is reviewed and for any design support work, quote is sent manually via email and mutually agreed for payment terms - usually 30% advance before commencement of work.	MAKERKO IS RESPONSIBLE. Request is first sent to Makerko design team and then forwarded to prototype team for making after design correction with users.	BOTH MAKERKO AND THE MAKER IS RESPONSIBLE. Request is first sent to Makerko design team and then forwarded to prototype team for prototyping after design correction with users. Request is also sent to the respective maker. But, making begins only after prototype and confirmation from user on the quotation.	checkdesign@makerko.com
Request for Quotation	MAKER IS RESPONSIBLE. Request is sent to respective Maker and the maker follows up back to customer with quote and necessary details. <u>Cost and payment:</u> Mutually agreed between maker and client.			Email to maker's email submitted in the profile signup. Also, a copy of email is sent to inquiry@makerko.com