

Vianexta EULA

END USER LICENSE AGREEMENT (EULA)

Effective Date: [01/01/2025]

PLEASE READ THIS END USER LICENSE AGREEMENT ("Agreement") CAREFULLY BEFORE USING THE VIANEXTA PLATFORM. BY ACCESSING OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

1. ACCEPTANCE OF TERMS By using ViaNexta, you agree to abide by this Agreement and represent that you are authorized to bind your organization to its terms. If you do not agree, do not use the platform.
2. LICENSE GRANT ViaNexta grants you a limited, non-exclusive, non-transferable license to access and use the platform solely for lawful business purposes in accordance with this Agreement.
3. USER RESPONSIBILITIES You agree to:
 - Provide accurate and current information.
 - Maintain the security of your account.
 - Not misuse or interfere with the platform.
4. MANUFACTURING & FULFILLMENT ViaNexta connects users with independent third-party manufacturers, roasters, co-packers, and logistics providers. ViaNexta does not produce goods directly and is not liable for manufacturing defects, delays, or delivery issues. All transactions and relationships are managed between buyers and suppliers, facilitated through our platform and AI agents.
5. PAYMENTS You agree to pay all fees and charges associated with your use of the platform. ViaNexta may process payments, retain a service fee, and remit funds to suppliers. Refunds and chargebacks will be handled in accordance with our Payment Policy.
6. INTELLECTUAL PROPERTY All ViaNexta technology, content, and branding are owned by ViaNexta and protected by intellectual property laws. You retain ownership of any product designs or content you upload, granting ViaNexta a license to use them for order fulfillment and platform operations.
7. DATA & PRIVACY Your use of ViaNexta is subject to our Privacy Policy. We collect and use data to operate, maintain, and improve our services. Aggregated and anonymized data may be used for analytics and insights.
8. TERMINATION We may suspend or terminate your access to ViaNexta at our discretion for violations of this Agreement. Upon termination, you remain responsible for outstanding obligations.
9. DISCLAIMERS ViaNexta provides the platform "as is" without warranties of any kind. We are not responsible for user-generated content, third-party manufacturers, or disruptions beyond our control.
10. INDEMNIFICATION You agree to indemnify and hold harmless ViaNexta, its affiliates, and employees from any claims, damages, or expenses arising from your use of the platform or violation of this Agreement.

11. DISPUTE RESOLUTION & GOVERNING LAW This Agreement shall be governed by the laws of the State of Delaware. Any disputes shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.
12. MODIFICATIONS ViaNexta reserves the right to modify this Agreement at any time. Continued use of the platform constitutes acceptance of any changes.
13. CONTACT For questions regarding this Agreement, contact us at: [Legal@vianexta.com]

By using ViaNexta, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

Privacy Policy

Effective Date: [1/1/2025]

ViaNexta LLC ("ViaNexta", "we", "us", or "our") respects your privacy and is committed to protecting the personal information you share with us. This Privacy Policy describes how we collect, use, share, and safeguard your information when you use our website, platform, and related services (collectively, the "Services").

By using ViaNexta, you agree to the collection and use of information in accordance with this Privacy Policy.

1. Information We Collect

We collect several types of information to provide and improve our Services:

Personal Information

- Name, email address, phone number
- Billing and shipping addresses
- Payment information

Business Information

- Company name, size, and industry

Order and Transaction Information

- Order details (product type, quantity, pricing)
- Fulfillment and shipment details

Usage Data

- IP address, browser type, device information
- Cookies and usage tracking data

Communications

- Customer support requests
- Emails, messages, and chat transcripts

AI Interaction Data

- Prompts submitted to our AI coordination tools
 - Responses generated and related metadata
-

2. How We Use Your Information

We use collected data to:

- Process and fulfill your orders
- Operate, maintain, and improve our platform and services
- Communicate with you about your orders, accounts, and updates
- Personalize your experience and offer tailored solutions
- Handle billing and payment processing

- Prevent fraud and comply with legal obligations
 - Develop and improve AI-driven services
-

3. Sharing Your Information

We do not sell your data. We may share your information with:

- Trusted service providers (payment processors, cloud hosting, communication tools)
- Our manufacturing and fulfillment partners (to fulfill your orders)
- Legal authorities if required to comply with applicable laws
- Successors or assigns in the event of a merger or acquisition

Where possible, we share only the minimum necessary information.

4. Data Retention

We retain your information for as long as necessary to:

- Provide the Services
- Comply with our legal obligations
- Resolve disputes and enforce our agreements

You may request deletion of your personal data, subject to certain limitations.

5. Cookies and Tracking Technologies

ViaNexta uses cookies and similar technologies to:

- Remember user preferences
- Monitor site traffic and usage patterns
- Provide relevant information and offers

You can control cookie usage through your browser settings.

6. Your Rights and Choices

You may:

- Access and update your information at any time
- Request deletion of your information
- Opt-out of marketing emails and SMS messages

For EU users, additional rights apply under GDPR, including data portability and restriction of processing.

7. Security

We implement industry-standard measures to protect your information, including:

- Data encryption
- Access controls
- Regular security audits

No system is completely secure. We cannot guarantee absolute security.

8. International Data Transfers

If you are located outside the United States, please note that your information may be transferred to and processed in the United States.

9. AI Usage Disclosure

ViaNexta may use AI tools to automate and assist in order processing, partner communication, and customer support. AI interactions are processed securely and used only to provide and improve our Services.

10. Changes to This Policy

We may update this Privacy Policy periodically. If material changes are made, we will notify you via email or through our platform.

11. Contact Us

If you have any questions about this Privacy Policy, please contact:

ViaNexta LLC
3675 Market Street, Suite 200
Philadelphia, PA 19104
[Legal@vianexta.com]

ViaNexta Terms of Service

Effective Date: [1/1/2025]

Welcome to ViaNexta LLC ("ViaNexta", "we", "our", "us"). These Terms of Service ("Terms") govern your use of our website, platform, and related services (collectively, the "Services"). By accessing or using our Services, you agree to these Terms.

If you do not agree, you may not use the Services.

1. Use of Services

Eligibility

You must be at least 18 years old and able to form legally binding contracts to use ViaNexta. By using the Services, you represent and warrant that you meet these requirements.

Account Registration

You may be required to register an account. You agree to provide accurate, complete, and updated information and to safeguard your login credentials.

Authorized Use

You agree to use the Services only for lawful purposes and in accordance with these Terms. You may not:

- Violate any applicable laws or regulations
 - Interfere with the security or integrity of the Services
 - Misrepresent your identity or affiliation
 - Use the Services to infringe on any intellectual property rights
-

2. Platform Use and Responsibilities

ViaNexta is a virtual manufacturing and fulfillment platform. We:

- Connect buyers, manufacturers, roasters, packagers, logistics partners, and related service providers.
- Facilitate communication, order processing, and transaction management.

You are responsible for:

- Your interactions and transactions with other users and partners

- Providing accurate and complete order information
 - Complying with applicable laws and regulations
-

3. Payment and Fees

- Prices for goods and services are set by our partners and may vary.
 - ViaNexta may charge platform fees or commissions, which will be disclosed before transactions.
 - Payment processing is handled via integrated providers (such as PayPal).
 - You agree to pay all charges incurred through your account.
-

4. Intellectual Property

All content and technology related to ViaNexta, including logos, software, design, and trademarks, are owned by ViaNexta or its licensors.

You may not use, copy, or distribute any content from ViaNexta without our prior written consent.

5. AI Tools and Automation

ViaNexta uses AI tools to:

- Automate repetitive back-office tasks
- Assist with order intake, partner communication, and fulfillment tracking

By using the platform, you acknowledge that AI-driven features may generate automated messages and assist in business coordination.

6. Termination

We reserve the right to:

- Suspend or terminate your access to the Services at our discretion
- Delete your account if you violate these Terms or applicable laws

You may terminate your use at any time by deleting your account.

7. Disclaimers and Limitation of Liability

- The Services are provided "as is" and "as available."
 - We disclaim all warranties, express or implied.
 - ViaNexta is not liable for any indirect, incidental, special, or consequential damages.
 - Our total liability shall not exceed the amount paid by you to us in the last twelve months.
-

8. Indemnification

You agree to indemnify and hold harmless ViaNexta, its affiliates, and partners from any claims, damages, or expenses resulting from:

- Your use of the Services
 - Your violation of these Terms or applicable laws
 - Your infringement of any intellectual property or other rights
-

9. Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to conflict of law principles.

10. Changes to Terms

ViaNexta may revise these Terms from time to time. We will notify users of material changes via email or through the Services.

Your continued use of the Services constitutes acceptance of any updates to these Terms.

11. Contact

If you have questions about these Terms, contact:

ViaNexta LLC

1500 Hamilton Street, Unit 1001
Philadelphia, PA 19130
[Legal@vianexta.com]

ViaNexta Website Terms of Use

Effective Date: [1/1/2025]

Welcome to the ViaNexta website ("Site"), owned and operated by ViaNexta LLC ("ViaNexta", "we", "our", or "us"). By accessing or using this Site, you agree to the following Terms of Use ("Terms"). If you do not agree, you must not use this Site.

1. Acceptance of Terms

By using this Site, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, please do not use this Site.

2. Use of the Site

You may use the Site solely for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Site in any way that violates applicable laws or regulations
 - Engage in any conduct that could damage, disable, or impair the Site
 - Attempt to gain unauthorized access to any portion of the Site
 - Use automated scripts or bots to collect information from the Site
-

3. Intellectual Property

All content on this Site, including but not limited to text, images, logos, graphics, and software, is owned or licensed by ViaNexta and is protected by intellectual property laws.

You may not copy, modify, distribute, or create derivative works from any content on this Site without our prior written permission.

4. No Warranties

The Site and its content are provided "as is" and "as available." We do not warrant that the Site will be uninterrupted, error-free, or secure. We disclaim all warranties, express or implied, to the fullest extent permitted by law.

5. Limitation of Liability

ViaNexta will not be liable for any damages arising from your use of the Site, including but not limited to direct, indirect, incidental, or consequential damages.

6. Links to Third-Party Sites

The Site may contain links to external websites. We do not endorse or control these sites and are not responsible for their content or practices. Access them at your own risk.

7. Modifications to the Terms

We may revise these Terms at any time. Changes will be posted on this page with an updated effective date. Your continued use of the Site after changes are made constitutes acceptance of those changes.

8. Termination

We may terminate or suspend access to the Site at our sole discretion, without notice, for any reason, including violation of these Terms.

9. Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

10. Contact

If you have questions about these Terms, contact:

ViaNexta LLC
3675 Market Street, Suite 200
Philadelphia, PA 19104
[\[Legal@vianexta.com\]](mailto:Legal@vianexta.com)

Affiliate Partner Terms of Use

(For Manufacturers, Co-packers, Roasters, Logistics Partners, etc.)

Effective Date: [1/1/2025]

These Affiliate Partner Terms (“Terms”) govern your relationship with ViaNexta LLC (“ViaNexta”, “we”, “our”) as a participating partner in our virtual manufacturing and distribution network (“Network”).

By participating in ViaNexta’s Network, you agree to the following:

1. Participation & Relationship

- You agree to act as an independent contractor and acknowledge that no employment, partnership, or joint venture relationship exists.
- You agree to provide accurate and up-to-date information about your services, capabilities, and points of contact.

2. Orders & Fulfillment

- Orders will be sent via email, SMS, or other designated channels.
- You agree to acknowledge orders promptly and fulfill them according to agreed specifications, timelines, and standards.
- You are responsible for maintaining accurate fulfillment data and notifying ViaNexta of any delays or issues.

3. Confidentiality

- You agree to keep all ViaNexta, brand customer, and order-related information confidential.
- You will not disclose any identifying information about brand customers unless explicitly authorized.

4. Non-Circumvention

- You agree not to circumvent ViaNexta by establishing direct relationships with brand customers introduced through the Network.

5. Payment

- You will be paid based on agreed terms. ViaNexta retains the right to collect payment from brand customers before remitting payment to you.
- You will be responsible for taxes related to income earned through ViaNexta.

6. Compliance

- You agree to comply with all applicable laws and maintain necessary licenses, certifications, and insurances related to your services.

7. Termination

- Either party may terminate participation in the Network with 30 days written notice.
 - Violations of these Terms may result in immediate removal from the Network.
-

Brand Customer Terms of Use

(For Brands, Retailers, Cafes, Hospitality Buyers)

Effective Date: [1/1/2025]

These Brand Customer Terms (“Terms”) govern your use of ViaNexta LLC (“ViaNexta”, “we”, “our”) services for creating, sourcing, and distributing products through our virtual manufacturing network (“Platform”).

By using ViaNexta’s Platform, you agree to the following:

1. Access & Use

- You may use ViaNexta to source products, customize private label offerings, and manage fulfillment and logistics.
- You agree to provide accurate product and order specifications.

2. Orders & Payment

- All orders placed through the Platform are binding.
- You agree to pay for orders in full prior to fulfillment unless otherwise agreed.
- ViaNexta will handle payment processing and disbursements to suppliers.

3. Fulfillment & Delivery

- Products are fulfilled by verified partners in our Network.
- While ViaNexta coordinates production and shipping, ultimate delivery dates may vary.

4. White Label / Private Label

- You may customize packaging and branding as allowed through the Platform.
- Ownership of trademarks and brand assets used for private labeling remains yours.

5. Confidentiality

- You agree to keep ViaNexta pricing, partner lists, and proprietary platform information confidential.

6. Limitations of Liability

- ViaNexta is not liable for indirect or consequential damages.
- Disputes related to product quality or delivery will be resolved in good faith with suppliers.

7. Termination

- You may stop using ViaNexta at any time.
- ViaNexta reserves the right to suspend or terminate your access in case of non-payment, abuse, or breach of these Terms.

8. Governing Law

- These Terms are governed by the laws of the State of Delaware.