

## **CedCommerce Terms & Condition and Privacy Policy**

CedCommerce, currently provides integration functionality with Sears.com and other marketplaces. Our goal is to provide reliable services for a competitive price that helps merchants sell their products across multiple platforms. We work hard to ensure this service works to its full potential and meet each case with the utmost dedication.

We understand how important a secure website is to e-commerce. Our investment in infrastructure and security only highlights this commitment. Unfortunately, our service is reliant on 3rd party providers that may have other measures in place. Therefore, we cannot guarantee a 100% error free code or website that is accessible at all times. Our service is not liable for any damages or loss of income, revenue or data. Additionally, there is no guarantee that the error in the code or functionality will prevent the suspension or deletion of a Sears.com account.

As a user of CedCommerce.com, you are responsible for your products and 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.com 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, offering the use of the Service is expressly conditioned on your acceptance of these CedCommerce.com Terms and Conditions. By using the Service, you signify that you unconditionally agree and accept to be legally bound 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 in 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 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. 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.

## **Payment Terms**

Cedcommerce reserves right, and would charge you with \$40/ Hour as a customization charge for the additional on-demand benefits /requests made from your end for improving or enhancing the functionality. This charge may increase from time to time.

## **Customization Charge**

After the successful installation of an app, you can import 10,000 products on app free of cost. If you have the catalog of more than 10,000 and you want to import all of them on an app then you have to pay customization charge.

**As per our plan we charge \$100/10,000 SKUs for 1 year. It means-**

<b>Limit</b>	<b>Charges</b>
<b>1 - 10,000</b>	<b>No setup charge.</b>
<b>10,000 - 20,000</b>	<b>\$100 as setup charge</b>
<b>20,000 - 30,000</b>	<b>\$200 as setup charge</b>
<b>30,000 - 40,000</b>	<b>\$300 as setup charge</b>

and so on.

After some limit, we will not extend the setup charges depends upon your catalog.

## **Subscriptions**

Some of CedCommerce Services are billed on a subscription basis means that you will be billed in advance on a recurring, 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 automatically renew 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. While we will be sad to see you go, 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 renew.

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

For users subscribed under Free Subscription Plan if they choose to unsubscribe before or after the subscription end without subscribing to the Paid Plans then any Product which got published on Sears.com Marketplace through Sears Marketplace Integration App would get retired from Sears.com and would not be available for purchase at Sears.com Marketplace through us and functionalities of our app will be disabled for that users as soon as the Free Subscription Plan Expires.

## **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. Sales of Products on Sears.com Marketplace entirely depends on your product, Sears.com and Purchasing Client.

App Provides System and Tools to make Sale Easier but does not guarantee sales. No Refund Policy is applicable in such scenarios where App is considered to generate revenue on Sears.com.

In case any partial or complete refund is made to any users then his account would be completely removed from our records. No support will be provided to the item that got published on Sears.com Marketplace through our app thereafter as well as such product on Sears.com will be recalled/retired from Sears.com Marketplace.

## **When You Can Claim The Refund-**

- Refund only be initiated if you are not able to get Seller Panel from Sears.com. In this case, you can use this money to shop another app of Cedcommerce.

## **When You Can't Claim The Refund-**

- No refund will be initiated for the customization/support work. For cases where sellers receive orders of wrong items (due to wrong information), refund request won't be entertained.
- If within 10 days of the installation of the app, no issues are raised from the sellers, it will be deemed that sellers are familiar with app functionalities and satisfied with its operation, therefore no refund request will be entertained.

## **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.com Terms of Use. 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 the 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) To inform you about latest updates about app and marketplaces.
- 2) To inform you about any issue of app or marketplace.

- 3) Inform you about your trial and subscription.
- 4) Introducing any new product.
- 5) Strategies to boost up your business

We hope you will also be keep in touch and cooperate with us.

## **Review Policy**

We respect your thoughts and ofcourse 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 5 mediums through which you can easily connect with us- [Skype](#), tawk, [Mail](#), Call and [Ticket](#). We will resolve your each and every issue within 3-5 business days with the help of proper communication and details provided by your side. A healthy negotiation is the key to fruitful business and of course you will find the same.

We guarantee, there will not be any delay or lack of perfection from our end but as we also depend upon Marketplace,so we can't guarantee about the same.

## **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 reactivate 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 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 owners 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 generated by the Service or any data compiled from data inputted into the Service by all users of the Service on an aggregate basis (CedCommerce.com Data. CedCommerce.com may use all of CedCommerce.com Data in any way it chooses (including to improve or adapt its services), or to create or design new products and services.

You or your customers, partners or associates whichever may be applicable are the owners 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 generated by the Service or any data compiled from data inputted into the Service by all users of the Service on an aggregate basis (CedCommerce.com Data. CedCommerce.com may use all of CedCommerce.com Data in any way it chooses (including to improve or adapt its services), or to create or design new products and services. Heritage Pewter

Data other than "Your Data," would be statistics of the number of sales per day across accounts of all of our customers, which we can use for example to determine our needs in server 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 secure and confidential any password(s) and user ID(s) CedCommerce.com may issue to you to access the Service, rests solely with you and the employees, representatives, and agents of yours that are entrusted with the same. If you become aware of any unauthorized access to your account(s), or any misuse of your passwords) 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 a 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) that this is no longer in effect. 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 INDIA.

CedCommerce.com DOES NOT WARRANT THAT THE SERVICE, THIS WEBSITE, ITS SERVERS OR ANY EMAIL 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 can also not guarantee that errors in the code or functionality will not cause your account to be suspended or deleted by Sears.com.

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 TM 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 CONN 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 India, and the parties hereto submit to the exclusive jurisdiction of the courts of India.

Thank you for taking the time to understand our Terms & Conditions. Any questions regarding the Terms and conditions should be addressed to [apps@cedcommerce.com](mailto:apps@cedcommerce.com).

## **PRIVACY POLICY**

### **Purpose**

CedCommerce an ecommerce wing of CedCoss Technologies Pvt Ltd , 3/460 Vishwas Khand Gomti Nagar Lucknow India respects the privacy of its clients and the website visitors. This Privacy Policy has been created to make you aware of what information we may collect from you and how you shared information is being used from all our site ( <https://cedcommerce.com/>) and any of the social media pages.

<https://www.facebook.com/cedcommerce>

<https://plus.google.com/+Cedcommerce-Marketplace>

<https://twitter.com/cedcommerce>

<https://www.linkedin.com/company/cedcommerce>

We do our every bit do protect customer information and from time to time make changes to the privacy policy which through a notification is being displayed on the website. Regular visitors are aware of these things and for everyone going through the website make sure to go through the privacy policy page before sharing any information. The website is accessible through multiple devices and this privacy policy applies to all such access.

### **What Information Do We Collect ?**

Any information that you share while processing any order on the website , website page visits such as payment information , shipping information , products you showed interest and personal information like name,age,address,email address, mobile number with a verification call,, which page you visited ,Skype Details , products purchased , how do you came to know about us , Source of Shipping will be collected by us. We may use these information to contact you to provide suitable information. Password related information is stored in an encrypted. We will also collect details such as FTP, API details & Server/ WebSite details for development purposes as well as to provide good support. Once the work is complete or for any other reason it is your responsibility that you change the credentials. When you are providing information you fill a terms and condition and only after that those information reaches to us. As a backend administrator we will able to have an access of your backend as long as you stay as our customer whereby we will able to access your profile and make the necessary changes. Time to time we make changes to

the policy so you should regularly revisit to be aware of such changes.. We notify about such changes by notification at the top of the website. We will also store information such as Browser Information , IP address, operating system , location , date and automatically store the same. We don't collect personal information from children under the age of 13 and should not use the website.

## **Use of Information**

We will use your contact information that is being gathered from you for the following purposes :

- Order and Transaction Related Information
- Sending Associated Product Emails based on the interest shows
- Sending New Product Information
- Product Related and Major Updates
- Improving the overall structure of the site to give personalized experience based personal traits
- Conduct surveys, promotions and marketing
- Payment Related Telephonic Conversations
- [Feedback related Mails and Calls](#)
- Informational Mails and Calls
- Industry related news and updates
- Scheduled Calling
- Service Related Mails
- Notification Mails
- Text Messaging Service

There is always a procedure for unsubscription to receiving such emails and newsletters and after doing so you won't be receiving such information.

## **How do we deal with 3rd Parties?**

Any associated affiliate for may receive the personal information shared and they may contact you on for offering there solution and services. Associated Partners will receive the necessary information of the clients in order to reach out to them to offer the complete service solution. We don't allow any 3rd Parties to conduct contest and surveys and even if we do then we may prohibit them from using the information for any other purpose In the event of the sale of business all the information would be transferred but before that information would be shared with you related to the same. We may conduct advertisements and use third party tool and share information including name, address, email address , telephone number to show tailored based advertisements of product that may suit your purpose. We reserve the right to disclose your personal information as required by law, and as necessary to protect the property, interests and rights of CedCommerce and the CedCommerce Affiliates. The CedCommerce website might contain links to the 3rd Parties Websites. Those 3rd Party Website may use cookies in order to gather information . This privacy policy does not cover their privacy setup. So we suggest to go through each site privacy policy separately. We will use third party software like MailChimp, Hot Jar, Live Chat Facilitators, Google Analytics and Google Adwords to track the visits of the prospects and for remarketing and retargeting purpose.

## **Choice to Opt In / Opt Out**

We want our voice reaches only to those who really want to listen. In case you don't want to receive any information from us, you can go for a solution. We have provided a way, you can always reach us at [apps@cedcommerce.com](mailto:apps@cedcommerce.com) and inform that you don't want to receive any information from our side and we

would stop communicating with you. You can also inform us if you don't want to use our services any more. At any time the client can opt out of any service by removing the software and can also delete / change any information which he has provided earlier. You could also call us at - (+91) -7234976892 or toll-free number at : 888-882-0953 (FOR USA).

### **What are Cookies and What Information does it gathers ?**

Cookies are small piece of information that is transferred to your computer as soon as you visit a website. We use traffic log cookies for statistical analysis in order to tailor it to your needs. Once the purpose is achieved, the required data is immediately removed from our system. In fact, cookies further our objective to allow you take complete advantage of our site You can always change your setting whereby you will be notified whenever a site is using cookies and it will depend on your acceptance whether information is transferred or not. Cookies used by affiliates and partners are not covered under this privacy policy.

### **There are various types of cookies:**

**Strictly necessary cookies :** These are cookies that are required for the operation of our Website. For example, cookies that enable users to log into only secure areas of our Website.

**Analytical/performance cookies:** These types of cookies allow us to recognize, count the number of visitors, and see how visitors move around our Website when they are using it. This assists us to improve the way in which our Website works, for example, by ensuring that you can find what you are looking for easily.

**Functionality cookies :** These cookies are used to recognize you when you return to our Website. They enable the personalization of content, recognition of users, and also remember your user preferences (for example, your choice of language or region)

**Session Cookies :** Session cookies exist only during an online session. They disappear from your computer when you close your browser or turn off your computer. We use session cookies to allow our systems to uniquely identify you during a session or while you are logged into the Website or Services. This allows us to process your online transactions and requests and verify your identity, after you have logged in, as you move through our Website or Services.

### **Updation in Personal Information / Inquiries / Complaints**

In case you want any changes in the information you could mail us at [apps@cedcommerce.com](mailto:apps@cedcommerce.com) . Alternatively you could write us at :

**CedCommerce Inc**  
**3/460 Vishwas Khand**  
**Gomti Nagar**  
**Lucknow – 226010**  
**U.P, India.**

### **Security & Term of Information**

There is no fixed term or duration where we will be keeping the information. We may keep as long as it is required for the purpose mentioned in the policy

and as governed by the Law. CedCommerce.com in encrypted form using industry-standard Secure Sockets Layer (SSL) connections to help protect such information from interception.