

## **CedCommerce Terms & Conditions and Privacy Policy (BestBuy.ca Shopify)**

CedCommerce, LLC currently provides BestBuy.ca integration functionality with integration into other marketplaces. Our goal is to provide reliable service for a competitive price that helps merchants sell their products across multiple platforms. We work hard to ensure this service works at its full potential and meet each case with the utmost 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 code or functionality will prevent the suspension or deletion of a BestBuy.ca account.

As a user of CedCommerce.com, products you are responsible for your account as well as any content related to your account. Furthermore, you agree to use CedCommerce.com in compliance with all applicable laws and will in no way violate the BestBuy.ca Terms of Use or Seller Agreement.

Furthermore, CedCommerce do not hold responsibility for any illegal use and reserve the right to close an account for any reason.

CedCommerce, LLC (â€œthe Serviceâ€•) offering 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 to communicate with those marketplaces via available API in a manner that follows all terms and conditions of those marketplaces. This also means that CedCommerce will not be responsible for the eventual termination of seller's accounts on any marketplaces, and fees charged by those marketplaces, etc.

## **Updates**

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

## **Payment Terms**

Cedcommerce reserves right, and would charge you with 15 \$/ Hour as a customisation charge for the additional on demand benefits /requests made from your end for a improving or enhancing the functionality.

## **Customization Charge**

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

As per our plan we charge \$50/10,000 products. It means-

1 - 10,000

10,000 - 20,000

20,000 – 30,000

30,000 – 40,000

- No setup charge.

- \$50 as setup charge
  - \$100 as setup charge
  - \$150 as setup charge
- and so on.

After some limit we will not extend the set up 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 BestBuy.ca Marketplace through BestBuy.ca Integration App would get retired from BestBuy.ca and would not be available for purchase at BestBuy.ca 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 BestBuy.ca Marketplace entirely depends on your product , BestBuy.ca and Purchasing Client. App Provides System and Tools to make Sale Easier but does not guarantees sales. No Refund Policy is applicable in such scenarios where App is considered to generate revenue on BestBuy.ca.

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

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

Refund only be initiated if you are not able to get Seller Panel from BestBuy.ca. 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 15 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 BestBuy.ca.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.

## **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 owner of any data you upload into the Service ("Your Data"). By "Your Data," we mean images of your products, your personal and company information, products, customers and sales information. You hereby agree that CedCommerce.com is the owner of all data other than Your Data, including any system generated data 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's Data"). CedCommerce.com may use all of CedCommerce.com's Data in any way it chooses (including to improve or adapt its services), or to create or design new products and services. Data other than "Your Data," would be statistics of amount of sales per day across accounts of all of our customers, which we can use for example to determine our needs in server's capacity and speed.

We own these global statistics (which do not contain any information that can be clarified as "Your Data"). You acknowledge and agree that the nature of the Internet is international and that CedCommerce.com has your express consent to store and provide access to your personal or confidential information, and that of your users(s) and customers, and to transmit and deliver such information via the Internet (which may involve its transmission across multiple jurisdictions).

You are responsible for all data on your account and you agree to comply with all applicable legal requirements for the sale, transfer and transport of

an item, including but not limited to statutes, regulations or requirements of any country, state, locality, province, municipality or other government authority or regulatory entity regarding sales or auctions, the sale and/or transfer of any Item (including firearms, ammunition, black powder, or any other item), export or import control, taxation, duties or tariffs, presence or licensing of brokers (the foregoing, "Legal Requirements") governing the specific requirements for transfer and shipping of firearms.

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

### **Your Account and Password**

It is your responsibility to keep 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 password(s) and user ID(s), you must follow the CedCommerce process to disable your account(s) and/or re-issue new password(s) or user ID(s) as soon as possible.

You agree that you are solely responsible for the actions and omissions of the person(s) you nominate as 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 LAWS OF NEW YORK and United States of America.

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

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

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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 BestBuy.ca Marketplace through BestBuy.ca Integration App would get retired from BestBuy.ca and would not be available for purchase at BestBuy.ca Marketplace through us and functionalities of our app will be disabled for that users as soon as the Free Subscription Plan Expires.

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## **Your Data**

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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 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 LAWS OF NEW YORK and United States of America.

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### **Limitation of Liability**

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the purpose of this clause, the term "force majeure" means and includes any event which was not under the control of CedCommerce.com, or was not reasonably foreseeable, including, but not limited to any natural disaster such as thunderstorm, flood or storm, fire, national emergency, strike or equivalent labor action, or the unavailability of the Internet for reasons beyond the control of CedCommerce.com.

## **Jurisdiction**

This Agreement shall be construed and governed in accordance with the laws of the India, and the parties hereto submit to the exclusive jurisdiction of the courts of the India.

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