

## General Principle:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE AGREEMENT CAREFULLY.

The following demonstrates terms and conditions of use (here-in-after referred to as an “**Agreement**”) are a binding legal agreement between you (the “Members(s)”) and **Service\_Exporter** (hereinafter referred to as “**SE**”) that govern your use of the websites, applications, and other offerings from **Service\_Exporter** (collectively, the “**Service\_Exporter Platform**”).

Before you subscribe to and/or begin participating in or using Service\_Exporter Platform, SE believes that user(s) have fully read, understood and accept the agreement.

If you do not agree to or wish to be bound by agreement, you may not access or otherwise use the web site.

The Service\_Exporter Platform offers an online venue that enables users (“Members”) to provide, search, use, and invest in a service or technology globally. Members who offer services are “**Providers**”; Members who search for , provide their request, and use services are “**Customers**”; and Members who search for and invest in services are “**Investors**”. You must register an account to access and use many features of the Service\_Exporter Platform, and must keep your account information accurate.

We maintain other terms and policies that supplement these Terms like our “**Privacy Policy**”, which describes our collection and use of personal and corporate data,

## Terms of Service for Providers:

### 1) Provider:

As a provider, Service\_Exporter offers you the opportunity to offer your services / technologies in international markets, and earn money by exporting tem. It is easy to verify yourself, add / remove your services and technologies, set your price, upload technical and non-technical documents and information that is needed to know by Customers.

**Opportunities:** We would like to inform all providers that we have added a new section called opportunities. In this section, we introduce real projects that are looking for a provider (or providers) in order to complete a task, to provide some materials, or to finance whole or part of the project. In order to participate in these opportunities, you need to pay 100 USD as subscription fee. For your information, in order to protect knowledge-based companies, none of these companies would

pay the above fee. They need to just provide us any information that shows they are knowledge-based.

## **2) Your Responsibilities:**

You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your services. You are responsible for setting your price and establishing rules and requirements for your services. You must describe any and all fees and charges in regards to using your services, and would not collect any additional fees or charges outside the Service\_Exporter Platform. Do not encourage Customers / Investors to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Service\_Exporter Platform.

## **3) Service\_Exporter Platform Rules:**

### **3-1) Rules:**

You must follow these rules and must not help or induce others to break or circumvent these rules:

#### **1) Act with integrity and treat others with respect**

- Do not lie, misrepresent something or someone, or pretend to be someone else.
- Be polite and respectful when you communicate or interact with others.

#### **2) Do not scrape, hack, reverse engineer, compromise or impair the Service\_Exporter Platform**

- Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the Service\_Exporter Platform.
- Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Service\_Exporter Platform or Content.
- Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the Service\_Exporter Platform.
- Do not take any action that could damage or adversely affect the performance or proper functioning of the Service\_Exporter Platform.

#### **3) Honor your legal obligations**

- Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
- If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our "Privacy Policy" .

- Do not use the name, logo, branding, or trademarks of Service\_Exporter or others without permission.
- Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with Service\_Exporter branding

#### 4) Service\_Exporter's Role:

We offer a platform that enables Members to offer, search for, and use provided services.

Provide verified information provided by our Members

Protect providers, customers, and investors by means explained in this website.

ensure Members' compliance with these Terms

comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body

maintain and enforce any quality or eligibility criteria, including by removing Listings that don't meet quality and eligibility criteria

Members acknowledge and agree that Service\_Exporter administers its Policies (such as our Extenuating Circumstances Policy) and Standards (such as basic requirements for providers), including decisions about whether and how to apply them to a particular situation, at its sole discretion. Members agree to cooperate with and assist Service\_Exporter in good faith, and to provide Service\_Exporter with such information and take such actions as may be reasonably requested by Service\_Exporter with respect to any investigation undertaken by Service\_Exporter regarding the use or abuse of the Service\_Exporter Platform.

Service\_Exporter is not acting as an agent for any Member except for scenarios in which a member has chosen one of our B2B Premium Services.

If Service\_Exporter detects that your price and other means are outside of the norm of the market, ST would inform you with its details. SE would provide its consulting services to reach the proper information.

Contracting with Customers / Investors: When a customer / investor has become interested to use your service / technology through the Service\_Exporter Platform, either your service / technology is delivered if it based on **Cross-border supply** model, or the negotiation phase would start. ST would start the negotiation as a representative of the provider. After a while, the negotiation would continue in a three way conversation. If the negotiation is reached to a contract, it would be between all three parties, and it

would be consistent with these Terms, our Policies, and the information provided in the profile of your service / technology.

In order to protect both parties of the signed contract, and to make sure both parties would fulfill their obligations, ST would monitor the contract by becoming the project manager of the contract: terms of the contract would be translated to a project; it would be provided to both parties to control, accept, and/or to provide any update; it would be added to the contract as an attachment; and ST executes its monitoring by being its project management. If any of the parties have difficulty to fulfill his/her obligation, ST has the right to provide any facility to help and make sure the obligations are achieved.

## 5) Search Ranking:

The ranking of Listings in search results on the Service\_Exporter Platform depends on a variety of factors, including these main parameters:

- Customers' search parameters (e.g. keywords, industry, search request),
- Listing characteristics (e.g. price, technical information, provided any limitation by the provider),
- Provided Reviews / Feedbacks by previous Customers,

## 6) Fees:

Service\_Exporter may charge fees to providers for use of the Platform. Except as otherwise provided on the Service\_Exporter Platform, service fees are non-refundable. Service\_Exporter reserves the right to change the service fees at any time, and will provide Members notice of any fee changes before they become effective. If you disagree with a fee change you may terminate this agreement at any time pursuant to Section 18.2.

More information about when service fees apply and how they are calculated can be found as bellow:

Description	Fee
Company Registration (in target market for any reason)	2-5 percent (of total stocks)
Technology Licensing	5 percent (of total price)
Maintenance and repair services n.i.e.	10 percent (of total price)
Design and ordering production line machine	10Percent (of total price)

## Terms of Service for Customers / Investors:

## 7) Our Mission:

Our platform provides services and technologies as a guarantee of fair value, through guaranteed, customer-oriented professionals in order to investors and developing countries in order to promote the industry and the economy.

## 8) Searching:

You can search for provided Services by using criteria like keywords, search requests, and industry, and category. You can also view profile of each service / technology based on your search result. Learn more about search results in our "[Support Center](#)".

## 9) Furnishing Your Request:

You can furnish us with your request. By sending your request, we would find and inform the proper provider that matches with your request. If there was no suitable provider in our providers' network, we inform you; and we would find the right provider as you have provided us with your approval. Learn more about search results in our "[I Need a Solution](#)".

## 10) Responsibilities of Customers / Investors:

You are responsible and liable for  
Your own acts and omissions,  
Paying for services to Service\_Exporter Platform

## 11) Refund Policy:

We ensure 100% customer satisfaction for all our services. However, the refund policy is available to accommodate the customers' concerns. All refund requests will be fulfilled as per the following arrangement:

We will gladly refund if refund request received within three days from the date of services

Refund Request will not be considered if you have posted any negative comment(s) at any business or social portal/platforms about Service\_Exporter at any capacity

All refund requests should be communicated to the customer care department [customercare@serviceexporter.com](mailto:customercare@serviceexporter.com) based upon the members' violation; company reserves the right to approve/disapprove any request on an individual case to case basis.

•If you have any questions or concerns about our Refund Policy, please email us at [customercare@serviceexporter.com](mailto:customercare@serviceexporter.com)

## General Terms:

## **12) Member Accounts:**

You must register an account to access and use many features of the Service\_Exporter Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older (We may require at any time that you provide evidence of your age).

You must provide true, accurate, current, and complete information during registration and keep your account information up-to-date. If you provide any information that is untrue, inaccurate, not current or incomplete, or Service\_Exporter has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Service\_Exporter has the right to suspend or terminate your account.

Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "multiple use"), may cause irreparable harm to Service\_Exporter or other Users of the Sites. Member shall indemnify Service\_Exporter, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, Service\_Exporter shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to Member.

## **13) Member And User Conduct:**

Upon registering, you will receive a password and Service\_Exporter ID. You are responsible for maintaining the confidentiality of the password and ID, and are fully responsible for all activities that occur under your password or ID. You agree to (a) you may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party; (b) immediately notify Service\_Exporter if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised, any unauthorized use of your password or account, or any other breach of security; and (c) ensure that you exit from your account at the end of each session. Service\_Exporter cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

You acknowledge and agree that all information, data, text, pictures, graphics, video, files, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Service\_Exporter, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Services.

## **14) Data Protection:**

Personal information supplied by Member(s) during the use of our platform is governed by our privacy policy. Please click here to know about our "[Privacy Policy](#)".

## **15) Third-Party Services:**

Links to third party sites are provided by web site as a convenience to member(s) and Service\_Exporter has not have any control over such sites i.e. content and resources provided by them.

ST may allow member(s) access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such Third Party's web site. You are cautioned to read such sites' terms and conditions and/or privacy policies before using such sites in order to be aware of the terms and conditions of your use of such sites. ST believes that member(s) acknowledge that ST has no control over such third party's site, does not monitor such sites, and ST shall not be responsible or liable to anyone for such third party site, or any content, products or services made available on such a site

## **16) Termination, Suspension and other Measures:**

### **16-1) Term:**

The agreement between you and Service\_Exporter reflected by these Terms is effective when you access the Service\_Exporter Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

### **16-2) Termination:**

You may terminate this agreement at any time by sending us an email or a Notification. After receiving your message, your account Service\_Exporter would be in touch with you in order to know its reason(s). Our initial intention is to solve these reason(s). If there is no other alternative, Service\_Exporter may terminate this agreement and your account for any reason by giving you 30 days' notice via email, notification, or using any other contact information you have provided for your account. Service\_Exporter may also terminate this agreement immediately and without notice and stop providing access to the Service\_Exporter Platform if you breach these Terms, you violate our Policies, you violate applicable laws, or we reasonably believe termination is necessary to protect Service\_Exporter, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.

ST reserves the right to limit, deny or create different access to the web site and its features with respect to different user(s), or to change any of the features or introduce new features without prior notice

### **16-3) Member Violations:**

Following activities would be classified as member violation:

- you breach these Terms, our Policies, or our Standards
- you violate applicable laws, regulations, or third-party rights

Service\_Exporter believes it is reasonably necessary to protect Service\_Exporter, its Members, or third parties

If it concludes that the member(s) have provided any false information in connection with the member account to ST, or are engaged in fraudulent or illegal activities.

Impersonate or unlawfully use another companies name to post information or conduct business of any form

Obtain by any means web site member's user name and/or password

Service\_Exporter may, with or without prior notice:

- suspend or limit your access to or use of the Service\_Exporter Platform and/or your account;

- suspend or remove Listings, Reviews, or other Content;

- suspend or revoke any special status associated with your account;

- suspend or permanent termination of membership.

For minor violations or where otherwise appropriate as Service\_Exporter determines in its sole discretion, you will be given notice of any intended measure by Service\_Exporter and an opportunity to resolve the issue. You may appeal actions taken by us under this Section by contacting customer service. If a reservation is cancelled under this Section, the amount paid to the Host will be reduced by the amount we refund or otherwise provide to the Guest, and by any other costs we incur as a result of the cancellation.

#### **16-3-1) Indemnify :**

Each Member agrees to indemnify Service\_Exporter, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your use of the Sites or Services, or from your breach of the Terms.

### **16-4) Legal Mandates:**

Service\_Exporter may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement,

or other administrative agency or governmental body, including the measures described above in Section 5.3

Subject to any Additional Agreements, the Terms constitute the entire agreement between you and Service\_Exporter with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein

If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

Service\_Exporter's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of Service\_Exporter's right to act with respect to subsequent or similar breaches.

Service\_Exporter shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Service\_Exporter). You may not assign, in whole or part, the Terms to any person or entity.

#### **16-5) Effect of Termination:**

If you are a Provider and terminate your Service\_Exporter account,

Any in progress contract have to complete.

If the provider could not / did not reply to his/her responsibilities, the customer would receive a full refund.

All financial relationships of finalized contracts have to be clear.

If we are in middle of negotiation, either a replaced provider would be activated, or the negotiation would be terminated.

If you are a Customer and would like to terminate your Service\_Exporter account,

Any confirmed service(s) will be automatically cancelled and any refund will depend upon the terms of the reservation's cancellation policy.

When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the Service\_Exporter Platform has been limited, or your Service\_Exporter account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Service\_Exporter Platform through an account of another Member

#### **17) Reviews:**

After providing a service, Customers, Investors, and Providers will have an opportunity to review each other; and they will have an opportunity to review ourselves. Your Review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates our Content Policy or Review Policy. Reviews are not verified by Service\_Exporter for accuracy and may be incorrect or misleading.

## **18) Content:**

Parts of the SertoTeck Platform enable you to provide text, photos, audio, video, information, and other content (collectively, "**Content**"). By providing Content, in whatever form and through whatever means, you grant Service\_Exporter a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. If Content includes personal information, our "[Privacy Policy](#)" describes how we use that personal information. Where Service\_Exporter pays for the creation of Content or facilitates its creation, Service\_Exporter may own that content, in which case supplemental terms or disclosures will say that. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant Service\_Exporter the rights described in these Terms. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. Content must comply with our "[Content Policy](#)", which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent, and illegal content. You agree that Service\_Exporter may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Service\_Exporter does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

## **19) Limitations on Liability:**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY Service\_Exporter ON OR THROUGH THE SITES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND Service\_Exporter HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED

Any material downloaded or otherwise obtained through the Sites is done at each Member's sole discretion and risk and each Member is solely responsible for any damage to Service\_Exporter's computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or

written, obtained by any Member from Service\_Exporter or through or from the Sites shall create any warranty not expressly stated herein.

The Sites may make available to Member services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall Service\_Exporter and our affiliates be held liable for any such services or products.

Each Member hereby agrees to indemnify and save Service\_Exporter, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such Member's use of the Sites or Services (including but not limited to the display of such Member's information on the Sites) or from your breach of any of the terms and conditions of the Terms. Each Member hereby further agrees to indemnify and save Service\_Exporter, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from Member's breach of any representations and warranties made by Member to Service\_Exporter, including but not limited to those set forth in Section 5 hereunder.

Each Member hereby further agrees to indemnify and save Service\_Exporter, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Sites. Each Member hereby further agrees that Service\_Exporter is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each Member. Service\_Exporter reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Service\_Exporter in asserting any available defenses.

Service\_Exporter shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following :

- the use or the inability to use the Sites or Services;
- any defect in products, samples, data, information or services purchased or obtained from a Member or any other third party through the Sites;

violation of Third Party Rights or claims or demands that Member's manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;

unauthorized access by third parties to data or private information of any Member;

statements or conduct of any Member of the Sites; or;

any matters relating to Services however arising, including negligence.

Notwithstanding any of the foregoing provisions, the aggregate liability of Service\_Exporter, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each Member for all claims arising from the use of the Sites or Services during any calendar year shall be limited to the greater of

the amount of fees the Member has paid to Service\_Exporter or our affiliates during the calendar year and

the maximum amount permitted in the applicable law. The preceding sentence shall not preclude the requirement by the Member to prove actual damages. All claims arising from the use of the Sites or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under any applicable law governing this Term of Use.

The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Service\_Exporter has been advised of or should have been aware of the possibility of any such losses arising.

If the customer, for any reason, gets in direct contact with one of Service\_Exporter 's service or technology suppliers and is harmed outside of Service\_Exporter 's scope of work, Service\_Exporter has no responsibility.

## **20) Complaints by Members:**

Any Member has the right to send his/her complain to SertoTeck platform. If a Member provides evidence that another Member has not fulfilled his/her obligation, the complaining Member can seek compensation through the Resolution Center. ST hereto shall deal promptly and properly with such complaints. If the complaining Member escalates a Claim to Service\_Exporter, the other Member will be given an opportunity to respond. If the responding Member agrees to pay, or Service\_Exporter determines in its sole discretion that they are responsible for the Claim, Service\_Exporter can collect any sums required to cover the Damage Claim from the responding Member. If the responding Member disagrees about the scenario, Section **Dispute Resolution** (section 22) would

become activated. You agree to cooperate in good faith, provide any information Service\_Exporter requests, execute documents, and take further reasonable action, in connection with Claims, Member complaints, or other claims related to your provision or use of the provided Services.

## **21) Dispute Resolution:**

Any dispute arising out of or in connection with the present Term or any ST's legal documents shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators designated in accordance to said Rules.

## **22) Governing Law:**

This contract is governed by the laws of International Chamber of Commerce (ICC).

## **23) Modification:**

Service\_Exporter may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the Service\_Exporter Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of any material changes by sending a notification at least 30 days before the date they become effective. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the Service\_Exporter Platform will constitute acceptance of the revised Terms.

## **24) Service\_Exporter Platform Content:**

Content made available through the Service\_Exporter Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of Service\_Exporter and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the Service\_Exporter Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, Service\_Exporter grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view the Content made available on or through the Service\_Exporter Platform and accessible to you, solely for your personal and non-commercial use.

**25) Force Majeure :**

Service\_Exporter shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**26) Contact Us:**

If you have any questions about these Terms please [email us \(info@serviceexporter.com\)](mailto:info@serviceexporter.com)