

## 1. Terms and Conditions:

The following terms and conditions constitute a legally binding contract (this "agreement") between you and RETRENDE, governs all use by you of the RETRENDE (the "RETRENDE") and the services available on RETRENDE (taken together with the use of the RETRENDE, the "services"). We refer to RETRENDE and all of its subsidiaries and affiliated companies collectively as "RETRENDE", "we", "our", "us", etc. RETRENDE is a custom design drop-ship services company for businesses that want to outsource the delivery component. RETRENDE prints and dropships products ("products") directly to customers ("customers"). Any reference to "manufacturers" in this agreement will be direct suppliers, print-on-demand company(s), warehouse & fulfillment centers, affiliates, and other handmade suppliers who RETRENDE collaborates with. Any reference to "customers" in this agreement will be users who avail RETRENDE drop-shipping services and buy the products listed on the "platform" that RETRENDE leverages. Any reference to "platform" in this agreement will be internet services company(s) where RETRENDE exists as website or affiliates or marketplace partners or sellers from where users can purchase RETRENDE products and services. This is a partially binding agreement and inherits clauses and policies from our "manufacturers" who RETRENDE does business with or sources goods. The services are offered subject to your acceptance without modification of all of the terms and conditions contained herein. We also have other policies and procedures including, without limitation, shipping, return policy, privacy policy and others. Those policies contain additional terms and conditions, which apply to the services and are part of this agreement. Your use of the RETRENDE constitutes your acceptance of and agreement to be bound by this agreement. Furthermore, by placing an order for products or services from RETRENDE, you accept and are bound by this agreement. If you do not agree to this agreement, do not use the RETRENDE or any other services. If you use our services only for your personal use, you are considered a "user".

## 2. Shipping Policy:

Once you have confirmed your order, it might not be possible to edit or cancel it. The risk of loss of, damage to and title for products passed to you upon our delivery to the carrier. It shall be your responsibility to file any claim with a carrier for a lost shipment if carrier tracking indicates that the product was delivered. In such case RETRENDE will not make any refunds and will not resend the product. If carrier tracking indicates that a product was lost in transit, you may make a written claim for replacement of the lost product in compliance with [RETRENDE return policy as discussed in section 3](#) of this document and by raising a support ticket using the chat. For products lost in transit, all claims must be submitted no later than 30 days after the estimated delivery date. All such claims are subject to RETRENDE investigation and sole discretion.

## 3. Return Policy:

Any claims for misprinted/damaged/defective items must be submitted no later than 30 days after the estimated delivery date. If you notice an issue on the products or anything else on the order, you can raise a support ticket using the chat. The return address is set by default to the product manufacturing facility or warehouse. When they receive a returned shipment, an

automated email notification will be sent to you. Unclaimed returns get donated to charity after 4 weeks.

- **Wrong Address:** If you provide an address that is considered insufficient by the courier, the shipment will be returned to the product manufacturing facility or warehouse. You will be liable for reshipment costs once we have confirmed an updated address with you.
- **Unclaimed:** Shipments that go unclaimed are returned to the product manufacturing facility or warehouse and you will be liable for the cost of a reshipment or a failure to claim the shipment for reshipping will be donated to charity at your cost (without us issuing a refund). RETRENDE does not accept returns of sealed goods, such as but not limited to face masks, which are not suitable for return due to health or hygiene reasons. You hereby agree that any returned orders with face masks won't be available for reshipping and will be disposed of.

#### 4. Content:

- **Intellectual Property:** RETRENDE agrees that any content that you purchase using our services will remain yours. RETRENDE respects intellectual property rights and follows intellectual property laws. We are committed to following appropriate legal procedures to remove infringing content from the service(s). Content must comply with right of publicity, trademark and copyright laws, and all other applicable state and federal laws.
- **Copyright and Trademark Responsibility:** By accepting this agreement and using our services, you agree and represent that RETRENDE owns all trademarks, service marks, trade dress, and trade names incorporated into the content, and has authority and written permission to use, post, and reproduce such marks, trade dress, and trade names in connection with any content and the services provided under this Agreement
- **Inappropriate, False, or Misleading Content:** This should be common sense, but there are certain types of content we don't want submitted to our services (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, illegal or otherwise offensive or in violation of any part of this agreement. You also agree not to post any content that is false or misleading or uses the services in a manner that is fraudulent or deceptive.
- **Third-party services:** RETRENDE may contain links to third-party website or services that we don't own or control (for example, links to Facebook, Twitter, Instagram and Pinterest). You may also need to use a product or service of other third Parties in order to use some of our services (like a compatible mobile device to use our mobile Apps). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. RETRENDE is not a party to those agreements; They are solely between you and the third party. You agree that RETRENDE will not be liable to you in any way for your use of these third-party services.
- **Services:** RETRENDE is dedicated to making our services the best they can be, but we're not perfect and sometimes things can go wrong. You understand that our services are provided "As-Is," with all faults and without any kind of warranty (express or implied), as discussed in the [RETRENDE limited warranty policy in section 6 below](#). To the fullest extent permitted by law, we are expressly disclaiming any and all warranties or conditions of non-infringement, merchantability, and fitness for a particular purpose, as well as any warranties or conditions

implied by a Course of performance, course of dealing, or usage of trade, with respect to our services. The services will be secure or available at any particular time or location – RETRENDE shall not be liable for any delays, interruptions or loss of data in connection with the use of our services. You use the services solely at your own risk.

#### 5. Use of Services:

We grant you a limited, non-exclusive, non-transferable, and revocable license to use our services, platforms, and integrations subject to this agreement and the following restrictions in particular:

- **Follow Brand Guidelines:** The name “RETRENDE”, our iconography, phrases, logos, and designs that we use in connection with the services we provide are trademarks, service marks, or trade dress of RETRENDE in the US and all other countries, that are used for proprietary purposes at our sole discretion. Except as expressly provided in this agreement, RETRENDE does not grant you any rights to use its trademarks, service marks, or trade dress. If you use any of our trademarks in reference to our products or services, you must include a statement attributing that trademark to us. You must not use any of our trademarks: (i) in or as the whole or part of your own trademarks; (ii) in connection with activities, products or services which are not ours; (iii) in a manner which may be confusing, misleading or deceptive; or (iv) in a manner that disparages us or our information, products or services (including the RETRENDE). RETRENDE reserves the right to request you to immediately remove any such misused iconography, phrases, logos, and designs at our sole discretion.
- **Share Your Ideas:** We love your suggestions and ideas! They can help us improve your experience and our services. Any unsolicited ideas or other materials you submit to RETRENDE are considered non-confidential and nonproprietary to you. By submitting those ideas and materials to us, you grant us a nonexclusive, worldwide, royalty-free, non-revocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you at any time.
- **Communication Methods:** RETRENDE will provide you with certain legal information in writing. By using our services, you’re agreeing to our communication methods which describe how we provide that information to you. This simply means that we reserve the right to send you information electronically (by email, etc.) instead of mailing your paper copies (it’s better for the environment).

#### 6. Limited Warranty on Products:

We warrant that, at the time of delivery of a product to the customer, the product will not be materially defective or damaged (limited warranty)

- **Who may use this warranty:** RETRENDE extends the limited warranty only to their customers in association with the “manufacturers”
- **What does this warranty not cover?** This limited warranty does not cover any damage or defect in a product caused by any of the following: (a) you or third parties; (b) any improper handling (including during shipping), use or storage of the product; (c) any failure to follow any product instructions; (d) any modifications to the product; (e) any unauthorized repair to the product; or (f) any external causes such as accidents, fire, flood, “acts of god” or other actions Or events

beyond our reasonable control; or (g) any costs or expenses related to the loss of use of the product or any other costs or expenses not covered by this limited warranty. This limited warranty does not cover any items supplied by third parties, size exchanges or buyer's remorse.

- Finally, as noted elsewhere in this agreement, we cannot guarantee that the colors and details in our website images are 100% accurate representations of a product, and sizes might in some cases be approximate. Accordingly, this limited warranty does not cover such matters.
- **What is the period of coverage?** This limited warranty starts on the date of the delivery of the product to the customer and lasts for thirty (30) days (the "warranty period").
- **What are your remedies under this warranty?** With respect to any materially defective or damaged product, we will, in our sole discretion, either: (a) replace such product (or the defective or damaged part of the product) free of charge, or (b) refund the purchase price paid to us by the user or the merchant along with the shipping fees corresponding to the defective or damaged products.
- **How do you obtain warranty service?** Promptly following delivery of a product, you will inspect the product. If a product is materially defective (including any error by RETRENDE in printing) or damaged upon receipt, or if you received the wrong product, then in order to be eligible for service under this limited warranty, you must submit a claim within the warranty period in compliance with our return policy.

## 9. Payments and fees:

You may choose to save your billing information to use it for all future orders and charges associated with RETRENDE products and/or services. When you order a product, or use a service that has a fee, you will be charged, and you agree to pay, the fees in effect at the time the order is placed. By placing an order through the RETRENDE, you are confirming that you are legally entitled to use the means of payment tendered and, in the case of card payments, that you are either the cardholder or have the cardholder's express permission to utilize the card to effect payment.

In case of an unauthorized use of a payment method, you will be personally liable for, and shall reimburse RETRENDE for damages resulting from such unauthorized use. With regard to payment methods, you represent to RETRENDE that (i) the billing information you supply to us is true, correct, and complete and (ii) to the best of your knowledge, charges incurred by you will be honored by your financial institution (including but not limited to credit card company) or payment service provider. If you make any return which does not comply with **RETRENDE return policies as discussed in section 3**, you will reimburse RETRENDE for its losses, which consist of fulfillment costs and chargeback handling fees (up to \$15 USD per chargeback). We may refuse to process a transaction for any reason or refuse to provide services to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of refusing or suspending any transaction after processing has begun.

Unless stated otherwise, you may choose currency from the options available at the RETRENDE in which all fees and payments will be quoted. You are responsible for paying all fees, payments and applicable taxes associated with RETRENDE services. After receiving your order, you may receive an email from us with the details and description of the products ordered. Payment of the total price plus taxes and delivery must be made in full before the dispatch of your products. RETRENDE at its sole discretion may offer you various discounts, as well as change, suspend or discontinue them at any time. You may find more information about the available discounts at the RETRENDE, in the marketing and promotional emails or via other channels or events RETRENDE may use or participate in.

#### 10. Taxes:

Aside from the limited circumstances set out below, you are responsible for (and shall charge) all applicable taxes, such as but not limited to sales taxes, VAT, GST and others, and duties associated with the products (if and as applicable). In some states in the US and countries, RETRENDE may collect the applicable taxes from you as the seller and pay this to the relevant tax authority (if and as applicable). In certain cases, you are required to provide a valid exemption certificate such as Resale certificate, VAT ID or ABN.

#### 13. Purchase of products:

Your order is purchase of a product for which you have paid the applicable fee and/or other charges that we have accepted and received. Any products in the same order which we have not accepted do not form part of that contract. We may choose not to accept any orders in our sole discretion. Orders are placed and received exclusively via the RETRENDE. Before ordering from us, it is your responsibility to check and determine full ability to receive the products. Correct name of the recipient, delivery address and postal code/zip code, up-to-date telephone number, and email address are absolutely necessary to ensure successful delivery of products. All information asked on the checkout page must be filled in precisely and accurately. RETRENDE will not be responsible for missed delivery because of a wrong or misspelled recipient name or surname, delivery address or an inappropriate phone number. Should you like to ask for a change in the delivery address, phone number, or any other special requirements, please contact RETRENDE.

#### 14. Delivery:

As of this day, we deliver to US regions. You shall cover delivery costs. Delivery prices are additional to the products or retail price and may vary depending on delivery location and/or sort of products, and additional charges may be added to the order for remote or difficult to access locations that require special attention. Flat rate delivery charges based on product and delivery location are shown on our checkout page; however, we reserve the right to advise you of any additional delivery charges that apply to your specific delivery address. Some products are packaged and shipped separately. We cannot guarantee delivery dates and to the extent permitted by law accept no responsibility, apart from advising you of any known delay, for products that are delivered after the estimated delivery date. Average estimated time for delivery may be shown on RETRENDE. Ownership of the products will only pass to you after we receive full payment of all sums due in respect of the products, including delivery charges and taxes, and deliver the products to the carrier. We make no guarantees with respect to any collaboration we undertake with you, including any collaboration with respect to product or services or any integration with a vendor platform.

#### 15. Privacy & Safety:

RETRENDE, Inc. (“we”, “our”, “us”, or “RETRENDE”) respects the privacy of its users and is fully committed to protect their personal data and use it in accordance with data privacy laws. This privacy policy describes how we collect, use, and process any personal data that we collect from you—or you provide to us—in connection with your use of our website ([www.retrende.com](http://www.retrende.com)) or our mobile apps and our print-on-demand services (collectively, “Services”). By accessing or using our services, you signify your understanding of the terms set out in this privacy policy.

We do not knowingly collect, maintain, disclose, or sell the personal information about users under the age of sixteen (16). If you are under the age of 16, please do not use our services. If you are under the age of 16 and have used our services, please contact us at the email address below so that we may delete your personal information. If you use our services only for your personal use, you are to be considered as the “User” and for the purpose of the General Data Protection Regulation (“GDPR”), we are the data controller. If you use our services to execute orders and deliver products to third parties, you are to be considered as the “Merchant”. This privacy policy does not apply to third-party websites and services. In order for RETRENDE to provide you with our Services, we work with third parties (“Third Party Service Providers”) with whom we share personal data to support these services.

We will only share personal data to Third Party Service Providers that have undertaken to comply with obligations set out in applicable data protection laws. In certain circumstances, we are required to share information with third parties to comply with legal requirements or requests, as well as to protect our, or a third party’s, lawful interests.