

ITEMS TERMS AND CONDITIONS-CUSTOMER

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1 INTRODUCTION

These Customer Terms and Conditions ("**Customer Terms**") is made and entered into by and between Alzare Technologies Inc. ("**Alzare Technologies**", "**we**", "**us**", or "**our**"), a company based in Texas, having its principal place of business located at Address: P.O. Box 16183 Houston TX 77222 USA and a User who signs up on the Platform and orders or purchases one or more Products or Services ("**Customer**", "**you**" or "**your**").

The following demonstrates terms and conditions applicable to the Customer's use of the Platform to interact and purchase Products or Services from Vendors registered on the Platform. Customers are required to read and accept these Customer Terms and the Privacy Policy, before Customers may use the Platform. You hereby acknowledge and admit that you have read, understood and agree to these Customer Terms, as may be modified by Alzare Technologies from time to time. Any amendments or variations thereto shall take effect from their date of publication on the Platform.

Terms not defined herein shall have the same meaning as assigned to them under the Terms and Conditions available on the Platform.

2 DEFINITIONS

Unless the context otherwise provides or requires, the following words and expressions used in this Customer Terms shall have the meaning as provided to them herein below:

- 2.1 "**Account**" means the account that Users are required to create on the Platform to purchase the Products or Services listed by Vendors;
- 2.2 "**Business Day**" means a day (other than Sunday, national holidays and bank holidays in Texas, USA) on which nationalized banks are generally open in Texas, USA for the conduct of banking business and comprising of normal working hours;
- 2.3 "**Confirmed Order**" or "**Order Confirmation**" means when the payment for an order has been done by the Customer and received by the Platform;
- 2.4 "**Delivery Method**" means the delivery method/channel engaged by Vendor for the Delivery or Returns of the Product;
- 2.5 "**Forward Delivery**" means delivery of the Products by Vendor to the Customer at the location designated by the Customer and taking the receiver's confirmation signatures of receipt;
- 2.6 "**Party**" and "**Parties**" means Alzare Technologies and Customer, referred to individually and collectively respectively;
- 2.7 "**Personal Data**" means any data related to a specific natural person or related to a natural person that can be identified directly or indirectly by linking the data,

including but not limited to an individual's name, voice, image, identification number, electronic identifier, geographical location;

- 2.8 "**Platform**" means the Website and/or Alzare Technologies' application for mobile devices;
- 2.9 "**Platform Content**" means any and all text, graphics, images, music, video, audio, usernames, user photos, user videos and any other information, including the display of delivered order and any other information/material, which are available on the Platform;
- 2.10 "**Product(s)**" or "**Services**" means such goods or services which the Vendor has listed on the Platform in order to sell and deliver such goods to the Customers in accordance with the Customer Terms and Vendor Terms;
- 2.11 "**Proof of Delivery**" or "**POD**" means the physical document which contains the proof of delivery or acceptance of the handover of the Products from the Vendor or to/from the Customer as the case maybe;
- 2.12 "**Returns**" or "**RTO**" means the delivery of Products not accepted by the Customer for any reasons whatsoever;
- 2.13 "**Reverse Pickup**" means collection of the Products by Vendor from the Customer's address as specified by the Customer;
- 2.14 "**User**" means any person, company or organization that has visited or is using the Platform or the services including Alzare Technologies and the Customer;
- 2.15 "**Vendor**" means a User who sells Products or Services on the Platform;
- 2.16 "**Vendor Profile**" means the profile of the Vendor on the Platform; and
- 2.17 "**Website**" means www.alzare.com.

3 TERM

This Customer Terms commence when a Customer places an order on the Platform and continues unless it is terminated in accordance with the terms of this Customer Terms ("**Term**").

4 MODIFICATION OF CUSTOMER TERMS

We may modify the Customer Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Customer Terms on the Platform or through other communication means. It's important that you review the Customer Terms whenever we modify them because if you continue to use the Platform after we have posted the modified Customer Terms on the Platform, you are indicating to us that you agree to be bound by the modified Customer Terms. If you don't agree to be bound by

the modified Customer Terms, then you may not use the Platform anymore. Since our services are evolving over time, we may change or discontinue all or any part of the Platform or services, at any time and without notice, at our sole discretion.

5 HOW ALZARE TECHNOLOGIES WORKS

5.1 Alzare Technologies is an online marketplace, acting as a simple, easy-to-use Platform to purchase Products or Services. Alzare Technologies brings together Customers and Vendors, streamlining the process of buying Products or Services for Customers.

5.2 Sellers are referred to as 'Vendors' on the Platform and can list their Products or Services via their Vendor Profile which can then be purchased by Customers.

5.3 A broad range of Products or Services can be advertised and purchased on the Platform.

6 ACCOUNT REGISTRATION

6.1 To sign up and start buying Products or Services, Customer shall register on the Platform and create an 'Account' by providing true and accurate details, including but not limited to full legal/business name, registered business address, current address, phone number, a valid email address etc and keep such information up to date.

6.2 Any information provided in relation to creating an Account on the Platform will be subject to our Privacy Policy. The mobile numbers and email addresses provided will be used for the purpose of verification and may be used by us for marketing and communication purposes. We reserve the right to request additional information from a Customer (such as a valid ID copy) in order to verify your identity. The use of a VPN, proxy, VoIP number or any other means of concealing your true location will lead to delays, like ID check and possible cancellation of the associated order. The mobile number that you provide may be subject to geographic location checks in order to verify the authenticity of the User.

6.3 If the Customer provides any information that is untrue, inaccurate, not current or incomplete or Alzare Technologies has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to revoke any and all licenses under this Customer Terms and indefinitely suspend, terminate the services being provided to Customer and refuse to provide you access to the Platform.

- 6.4 Customer shall have only one (1) Account, which shall be in Customer's registered name. Customer further agrees and acknowledges that Customer shall not create fake/duplicate accounts on the Platform.
- 6.5 Each Customer shall be responsible for maintaining the security of their Account and for all activities that occur under the Account and any other actions taken in connection with the Account. You may not share your password with unaffiliated third parties. You agree to notify us immediately of any unauthorized use of Account, or any other breaches of security. You are fully responsible for all uses of your password, Account and username, or registration, whether by you or others. Alzare Technologies is authorized to act on instructions received through your Account and is not liable for any loss or damage arising from your failure to comply with this Clause 6.
- 6.6 Your Account, including any information pertaining to it (e.g., contact information, Account history, etc.), is strictly personal to you. You may therefore not sell or charge others for the right to use your Account, or otherwise transfer your Account.
- 6.7 By creating an Account or using the Platform, you consent to us contacting you about your interest in our Platform and services by email, mobile, or through any other contact information you have chosen to provide.
- 6.8 Customers who wish to not receive offers from us may notify us at any time via one of the contact methods listed in the 'Contact Us' section on the Platform.
- 6.9 Customer shall not access the Platform for any unlawful purposes.
- 6.10 Customer shall not infringe or misappropriate any third party's intellectual property rights.

7 CONTRACT BETWEEN USERS

- 7.1 You acknowledge, agree, and understand that Alzare Technologies is not a party to any contract between the Vendor and Customer, that the formation of such a contract between the Users will not, under any circumstance, create an employment or other service relationship between Alzare Technologies and any User or a partnership or joint venture between Alzare Technologies and any User.
- 7.2 With respect to any contract Vendor and Customer may enter into or any written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow or expand Alzare Technologies' rights and obligations under these Customer Terms.

8 CUSTOMER OBLIGATIONS

8.1 Eligibility

The Customer hereby declares to have completed the minimum age required to enter into a contract according to applicable law and warrants to be the authorized representative if engaging on behalf of a corporation, organization, company, etc. The Customer shall furnish all documents that may be required under the applicable law for verification purposes. The Customer shall maintain at all times and adhere to all applicable laws and rules in the territory from which the Customer operates during the period of this Customer Terms.

8.2 Relationship with Vendors

8.2.1 The Customer shall be courteous towards Vendors and refrain from using abusive language or anything that may negatively impact the sentiments of the Vendor on matters, including but not limited to religion, culture, sex, age and beliefs.

8.2.2 The Customer shall not contact the Vendor for services other than those offered by Alzare Technologies.

8.2.3 The Customer shall adhere to the Code of Conduct Policy published on the Platform.

8.3 Prohibited Activities

8.3.1 The Customer shall not impersonate another person or entity or gain unauthorized access to another User's Account.

8.3.2 The Customer shall not interfere with or otherwise prevent other Customers from accessing the Platform.

8.3.3 The Customer shall not abuse our resources, including our support services.

9 ORDER AND FINANCIAL TERMS

9.1 You may order any Product or Service offered on our Platform. Once you make payment of the fee displayed on our Platform ("**Total Fee**") against such Product or Service, you consent and agree to engage in the offered services.

9.2 When you place an order through the Platform, such order is required to be accepted by us and the Vendor, before it is confirmed. We will send Customer an Order Confirmation notification when the order has been accepted. You understand and acknowledge that the agreement for the supply and provision of any Product(s) or Service(s) ordered by you shall come into existence only after we send you the Order Confirmation.

9.3 Total Fee for Order Confirmation will be collected via the Platform at the time of Order Confirmation.

9.4 Unless otherwise stated, all fees are quoted in United States Dollars (USD).

10 DELIVERY AND RETURNS

10.1 Forward Delivery of the Products

10.1.1 Customer shall select the Delivery Method and the correct address of delivery of Product(s) on the Platform.

10.1.2 The Parties acknowledge and agree that in the course of the delivery of Products provided by Vendor, if there is any loss or theft of the Product(s) solely on account of gross negligence and willful misconduct of the Delivery Method, any such damage or loss to the Product(s) shall be borne by the Vendor pertaining to liability of the Vendor in accordance with the Vendor Terms.

10.1.3 At the time of delivery of Product(s), the Customer or his representative shall (upon request) sign on a document which is referred to as a POD.

10.2 Returns/RTO of the Products

10.2.1 If Product(s) are not accepted by the Customer, then those Product(s) will be returned to the Vendor.

10.2.2 Returns will be initiated by the Vendor for any Product which is not accepted by the Customer for any reason whatsoever. If the Product(s) are not accepted by the Vendor for reasons such as damage of the Product(s) where such damage is attributable solely to the Customer, then the Vendor reserves the right to levy suitable damage charges. In such a case of non-acceptance of the Products by the Vendor beyond thirty (30) days, the Customer has the right to dispose such Product(s) and the Vendor will forfeit all claims in this regard towards the Customer.

10.3 Reverse Pickups

10.3.1 Reverse Pickup may be initiated by the Customer within fifteen (15) days of delivery of Product(s) by choosing your reason for return from the drop-down menu.

10.3.2 Vendor will make no less than two (2) attempts to pick up the Product from the Customer over a period of seven (7) Business Days from the date of initiation of a Reverse Pickup request.

10.3.3 The Customer is solely responsible for packaging of Product(s) for which a Reverse Pickup request has been initiated. The packaging should be good enough to ensure no damage in transit.

11 CANCELLATION AND REFUND

11.1 The confirmation for any order made via the Platform is subject to our approval. We may, in its sole discretion, not provide the services to a User, or cancel an order for any reason. Refund for a cancelled order will be initiated according to this Clause 10.

11.2 Customer may cancel an order anytime before it is received by you. If your order has already shipped before you cancel the order, non-refundable shipping charges will apply to your order.

11.3 Customer is eligible for a refund within fifteen (15) days from when you receive your ordered Product(s). If fifteen (15) days have gone by since the day of receiving ordered Product(s), you will no longer be eligible for a refund.

11.4 To be eligible for a full refund (barring shipping charges), your items in the order must be unused and in the same condition that you received it. It must also be in the original packaging.

11.5 If a cancellation as per this Clause 10 is eligible for a refund, Alzare Technologies will process the refund within twenty-four (24) hours of the notice. It may take up to seven (7) business days for the funds to reach the bank account of the Customer.

12 COMPLAINTS

12.1 If you feel that you need to report a Vendor, you can do so by using the 'Report' button on the Vendor's Profile. You can also report a specific Product in the same way. A member of our team will then review your complaint and take the necessary actions accordingly.

12.2 If the Vendor you've ordered from hasn't met the agreed terms, for example has not delivered within time or the quality of their Product or Service does not meet expectations, you can create a dispute. To do this, go to your Account and click on the 'Disputes' button, then 'Create Dispute'. You then choose the Product or Service the dispute is in relation to and select one of the reasons from the drop-down menu.

12.3 If none of these options are appropriate, we recommend you get in contact with a member of our customer support team.

13 DATA PROTECTION

In the context of your use of the Platform and/or its services, Alzare Technologies will collect and process your Personal Data. By using the Platform and creating an Account, you acknowledge and accept the processing of your Personal Data by us in accordance with applicable data protection laws, regulations, and the provisions of the Privacy Policy.

14 TERMINATION

14.1 Either Party may terminate this Customer Terms at any time and for any reason in accordance with the Customer Terms. Termination of the Customer Terms means that you will lose access to your Account.

14.2 We may at any time terminate our agreement with you if (a) you have breached any provision of these Customer Terms (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with these Customer Terms); (b) we are required to do so by law (for example, where the provision of the services to you is, or becomes, unlawful); (c) the provision of the services to you by us is, in our opinion, no longer commercially viable; or (d) we have elected to discontinue the provision of our services (or any part thereof).

14.3 You can delete your Account at any time by contacting us or simply go to, the 'My Account' section and select 'Delete Account'. Notwithstanding the foregoing, if you have a Confirmed Order with one or more Vendor, the Platform will not allow you to delete your Account unless the Confirmed Order(s) is cancelled or completed, there being no Vendors linked to any future Confirmed Order(s). You agree that you will remain liable for all obligations related to your Account even after your Account is closed or restricted.

14.4 If you do not log in to your Account for six (6) or more months, we may treat your account as 'inactive' and permanently delete the Account and all the data associated with it.

14.5 If Alzare Technologies terminates this Customer Terms because you breached its terms and conditions or any applicable laws, no refund will be issued even if you have unused, prepaid amounts for orders under this Customer Terms.

14.6 Once terminated, we may permanently delete your Account and all the data associated with it.

14.7 Alzare Technologies may charge an Account reactivation fee should an Account need to be reactivated by a Customer after an Account has been deactivated due to breach of the Customer Terms and/or long period of inactivity.

15 LIMITATION OF LIABILITY

According to the Indemnity and Disclaimer of Liability policy.

16 RELATIONSHIP BETWEEN PARTIES

These Customer Terms will not and do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship of any kind between the Parties. You shall not have any authority of any kind to bind us in any respect. Unless expressly stated otherwise in these Customer Terms, there are no third-party beneficiaries to the Customer Terms. We do not have any special relationship to you nor any fiduciary duty.

17 FORCE MAJEURE

Parties shall not be liable for any failure or delay in performance of this Customer Terms, in whole or in part, where such failure or delay is caused by circumstances beyond their reasonable control, including but not limited to internet failures, computer, telecommunications or any other equipment failures, electrical power failures, acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, pandemics, labor activity, or strike, court order or any other cause outside our exclusive and direct control.

18 DISPUTE RESOLUTION

According to the Dispute Resolution Policy.

19 GOVERNING LAW AND JURISDICTION

This Customer Terms, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of Delaware, USA and shall be subject to the jurisdiction of courts in Delaware, USA. This Customer Terms is executed in English language which shall prevail over any translation thereof.

20 COMPLIANCE WITH LAWS

Each Party hereto agrees that it shall comply with all applicable local laws, ordinances and codes in performing its obligations hereunder. If at any time during the Term of this Customer Terms, a Party is informed or it comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that Party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each Party shall establish and maintain all proper records (including but not limited to, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.

21 WAIVER

21.1 The Customer hereby, with this reference, waives its right to take legal action against Alzare Technologies, including without limitation, its representatives, licensees, marketers, and any other related parties for the breach of any of these Customer Terms. Notwithstanding the foregoing, the Customer shall in no way have deemed to have waived their right to any legal action resulting from any material breach of these Customer Terms and/or any obligations mentioned within this Customer Terms for which they ought to have a legal remedy under appropriate law.

21.2 Alzare Technologies' failure to enforce any right or failure to act with respect to any breach by a Customer under these terms and conditions will not waive that right nor waive Alzare Technologies' right to act with respect with subsequent or similar breaches.

22 NOTICES

Reports, statements, notices, and any other communications may be transmitted by Alzare Technologies to Users via the email address specified by them in their Account. All communications and notices shall be deemed to be duly served to a User when electronically sent by Alzare Technologies to the User to the email address specified in their Account. Any change in the email address shall immediately be updated by the User, failing which, any notice sent to the User on the pre-existing email address shall be deemed to be a notice duly served to the User.

Any notice provided for by the User shall be in writing and shall be sent by post or Email, to Alzare Technologies at its address set out below:

Address: P.O. Box 16183 Houston TX 77222 USA

Email: legal@alzare.com

23 ENTIRE AGREEMENT

This Customer Terms along with other documents as and when updated on the Platform or sent directly to the Customer, shall constitute the entire agreement between the Parties relating to the subject matter contained in this Customer Terms and supersede all prior or contemporaneous negotiations, commitments and understanding of the Parties whether oral, written or otherwise.

24 SUCCESSORS

This Customer Terms is binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

25 ELECTRONIC SIGNATURES/ COUNTERPARTS

This Customer Terms may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument. For purposes of this Customer Terms, the use of a facsimile, email, or other electronic media shall have the same force and effect as an original signature.

26 CONFIDENTIALITY

Any communication made by the Customer(s) to Alzare Technologies via or on the Platform is confidential. However, your communication may be recorded to ensure quality of service. Further, for training purposes and to ensure excellent customer service, calls from and to Alzare Technologies may be monitored and recorded.

27 SEVERABILITY

Whenever possible, each provision of this Customer Terms will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Customer Terms is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Customer Terms will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

28 SURVIVABILITY

All clauses that logically ought to survive the termination of this Customer Terms shall survive.

29 HEADINGS

Headings used in this Customer Terms are provided for convenience only and shall not be used to construe meaning or intent.

30 CONTACT US

You may contact us through our Platform, or the email address given below:

Address: P.O. Box 16183 Houston TX 77222 USA

Email: legal@alzare.com

You acknowledge that you have read, understood, and accepted to be bound by these Customer Terms.