

TERMS OF SERVICE



Snapl 3PL, Fulfillment, FBA Prep, and Logistics Services
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DATE OF LAST REVISION: JULY 8, 2023.

1. Acceptance of Terms.

- 1.1 Snapl ("Snapl," "we," or "our") provides its Services (as defined below or in an ancillary agreement) to you ("you," "your" or "Merchant") through its website located at Snapl.com ("Site"), subject to these Terms of Service ("Agreement"). In addition, when using certain services, you will be subject to the policies ("Policies") and fee schedule ("Fee Schedule") that govern the operation of such services which are posted on the Site or are readily made available to registered users of the Service. All such Policies and Fee Schedule are hereby incorporated by reference.
- 1.2 By accepting this Agreement, by accessing or using the Services, or clicking through our Site, you acknowledge that you have read, understood, have the authority to, and agree to be bound by this Agreement. The terms of your Order shall not modify this Agreement. If you are an individual, you certify that you are eighteen (18) years of age or older. If you are entering into this Agreement on behalf of a customer, business, or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the terms "you," "your" or "Merchant" shall also refer to such entity and its affiliates. If you do not have such authority, or if you do not agree to be bound by this Agreement, you must not accept this Agreement and may not use the Services.
- 1.3 We may change or revise this Agreement at our discretion. If any change or revision to this Agreement is not acceptable to you, your only remedy is to stop using the Services and send a cancellation email to Support@Snapl.com. Otherwise, you will be bound by the changed or revised terms. Snapl may change or revise this Agreement from time to time by providing ten (10) days prior notice either by emailing the email address associated with your account, by posting a notice on the Site, or by providing notice on the Snapl Platform (as defined below) ("Notice"). You can review the most current version of this Agreement at any time at <https://www.Snapl.com/terms-of-service/> and the Privacy Policy is available at <https://www.Snapl.com/privacy-policy/>. Your use of the Services ten (10) days after Notice shall constitute full acceptance of the revised or changed terms.

2. Registration.

You must register for the Services. As part of the registration process, you will identify an administrative username and password for your account ("Account"). You may use the administrative username and password to create standard users (each with a user password).

3. Description of Services.

- 3.1 The Snapl "Services" include: (a) providing technology solutions to support the receipt, counting, storage, picking and packaging ("fulfillment") of physical goods sold by you (the "Goods") pursuant to your order ("Order") by Snapl or by independent third-party warehouses using the Snapl's proprietary Warehouse Management System ("WMS") and referred to as Snapl Fulfillment Network Providers ("SFN Providers"); (b) providing

technology solutions to support the shipment of the Goods by independent third-party carriers (each, a “Carrier”); (c) access to Snapl’s proprietary platform and associated technology, in object code format only, which is made available by Snapl to you, for purposes of managing Goods, submitting Orders for Goods and fulfilling Orders (the “Snapl Platform”); and (d) all data, reports, text, images, sounds, video, and content, including any offline reports, pricing matrices, or other content, made available to you through any of the foregoing (collectively referred to as the “Content”), including, in each case, all modifications and updates.

- 3.2** We may separately enter into a Warehousing and Fulfillment Pricing Agreement (“Fulfillment Agreement”) with you, which may modify the terms of the Services. If we do so, the terms of the Fulfillment Agreement shall take precedence over any conflicting terms of this Agreement. The terms of any Fulfillment Agreement are incorporated into this Agreement by reference.

4. SFN Providers’ Responsibilities.

- 4.1** You understand and agree that Snapl provides a technology platform connecting you with SFN Providers who are responsible for warehousing, picking and packing, and fulfilling your Goods. The Services offered by Snapl pursuant to this Agreement do not include any of these services when your Goods are serviced by an SFN Provider. Notwithstanding the foregoing, Snapl may also provide warehouse, pick or pack, or fulfillment services for you, in which case this Agreement will govern Snapl as a technology platform provider and as a performing SFN Provider.
- 4.2** Snapl will help facilitate the filing of claims with SFN Providers for Goods that are lost or damaged by an SFN Provider, but Snapl is not responsible for any shrinkage, loss, or damage caused by an SFN Provider.
- 4.3** When such warehouse, pick or pack, and fulfillment services are performed by an SFN Provider, Snapl will use its commercially reasonable efforts to facilitate the SFN Provider’s assent to the following terms: (a) SFN Provider must utilize Snapl’s proprietary Warehouse Management System and follow Snapl’s fulfillment policies; (b) that the SFN Provider has the necessary approvals, authorities, licenses, and insurance to provide the fulfillment services; (c) that the SFN Provider will comply with all federal, state, provincial, and local laws, regulations, and ordinances including, but not limited to, safety-related laws and regulations; (d) that the SFN Provider accepts the duty of care consistent with all applicable industry best management practices, industry guidelines, and the care a reasonably careful person would exercise under like circumstances and (d) that the SFN Provider will maintain insurance as required by law. Notwithstanding the foregoing, Snapl does not guarantee the suitability, legality, or ability of any SFN Provider. You agree that Snapl is not responsible or liable for the SFN Providers’ performance of the warehousing, pick and pack, or fulfillment services and that Snapl does not guarantee any SFN Provider’s compliance with applicable laws or regulations.

5. Carriers’ Responsibilities.

- 5.1** You understand and agree that Snapl provides a technology platform connecting you with Carriers who are responsible for the actual shipping of your Goods. Snapl shall use its proprietary technology to find the best available shipping option with a Carrier based upon the dimensions, desired speed, and final destination of the Order. Snapl is not a carrier and does not itself ship or arrange to ship your Goods, nor do the Services include any shipping services.

- 5.2 Snapl will help facilitate the filing of claims with Carriers for Goods that are lost or damaged by a Carrier, but Snapl is not responsible for any loss or damage caused by a Carrier.
- 5.3 Snapl will use its commercially reasonable efforts to facilitate the Carrier's assent to the following terms: (a) that the Carrier has the necessary approvals, authorities, licenses, and insurance to provide the shipping services; (b) that the Carrier will comply with all federal, state, provincial, and local laws, regulations, and ordinances including, but not limited to, safety laws and regulations and (c) that the Carrier will maintain insurance as required by law. Notwithstanding the foregoing, Snapl will not assess or guarantee the suitability, legality, or ability of any Carrier. You agree that Snapl is not responsible or liable for the Carriers' performance of the shipping services and that Snapl does not guarantee any Carriers' compliance with applicable laws or regulations.

6. Access to and Use of the Services – Your Obligations.

- 6.1 Subject to the terms and conditions of this Agreement, you may access and use the Services only for lawful purposes. All rights, title, and interest in and to the Services (including all intellectual property rights) will remain with and belong exclusively to Snapl. You shall not: (i) sublicense, resell, rent, lease, transfer, assign, time share, or otherwise commercially exploit or make the Services available to any third party; (ii) use the Services in any unlawful manner (including without limitation in violation of any data, privacy, or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Services; or (iii) modify, adapt, or hack the Services, or otherwise attempt to gain unauthorized access to the Services or its related systems or networks. You shall comply with any codes of conduct, policies, or other notices Snapl provides you or publishes in connection with the Services, and you shall promptly notify Snapl if you learn of a security breach related to the Services.
- 6.2 Any software made available to you by Snapl in connection with the Services ("Software"), including but not limited to the Snapl Platform, contains Snapl's proprietary and confidential information that is protected by applicable intellectual property laws and this Agreement. Snapl hereby grants you a non-transferable, non-sublicensable, and non-exclusive right and license ("License") to use the object code of any Software, and Content on a single device solely in connection with the Services, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or sell, assign, sublicense, or otherwise transfer any Content or right in any Software. You agree not to access the Services by any means other than through the interface that is provided by Snapl. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Snapl or any third party is granted to you in connection with the Services. The License may be terminated immediately at Snapl's sole discretion and shall, in any event, terminate upon the termination or expiration of this Agreement.
- 6.3 You are solely responsible for all data, information, feedback, suggestions, text, content, and other materials that you upload, post, deliver, provide, or otherwise transmit or store in connection with or relating to the Services ("Your Content"). For every email sent outside of your organization via the Services, you acknowledge and agree that Snapl shall have the right to automatically add an identifying footer in accordance with our policies.
- 6.4 You are solely responsible for maintaining the confidentiality of your login, password, Your Content, account, and for all activities that occur under your login or account. For

support purposes, designated Snapl employees have the ability to access your Snapl accounts. This access includes but is not limited to production data, including Personally Identifiable Information (“PII”) within the dashboard and data storage locations. This access is audited on a regular basis as a part of Snapl’s internal audit processes. By posting Your Content on or through the Services, you hereby do and shall grant Snapl a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, modify, reproduce, distribute, display, publish, and perform Your Content. Snapl has the right, but not the obligation, to monitor the Services, Content, and Your Content. You further agree that Snapl may remove or disable any Content (including Your Content) at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or Your Content), or for no reason at all.

- 6.5** You understand that the operation of the Services, including Your Content, may be unencrypted and may involve (i) transmissions over various networks; (ii) changes to conform and adapt to technical requirements of connecting networks or devices; and (iii) transmission to Snapl’s third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Services. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection, and backup of Your Content. Snapl will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction, or loss of any of Your Content, and you will indemnify and hold Snapl harmless for any claims, damages, or liability related to Your Content.
- 6.6** You own all of Your Content or have obtained all permissions, releases, rights, or licenses required to engage in your posting and other activities (and to allow Snapl to perform its obligations) in connection with the Services without obtaining any further releases or consents. Your Content does not, and will not, violate, infringe, or misappropriate any third party’s intellectual property or privacy rights, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive, or harassing
- 6.7** You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Services, including hardware, software, networks, and telephone service (collectively, “Your Equipment”). Your Equipment must comply with all specifications set forth in Snapl’s policies then in effect. You shall also be responsible for maintaining the security of Your Equipment, your Account, passwords (including but not limited to administrative and user passwords), files, and for all uses of your Account or Your Equipment with or without your knowledge or consent.
- 6.8** You have no right to access Snapl’s physical facilities or property or any of the SFN Provider’s physical facilities or property. Under no circumstances, and at no time, during the Term of this Agreement or after, are you permitted to enter Snapl’s or the SFN Providers’ facilities, fulfillment centers, or premises without prior express written notice by Snapl or the SFN Provider. As your Goods may be commingled with the Goods of other merchants in Snapl’s or SFN Providers’ facilities, under no circumstances, during the Term or after, may you access the Goods while the Goods are stored in Snapl’s or SFN Providers’ facilities, without prior express written consent of Snapl and the SFN Provider. If you are granted access, you will be monitored during the access period and your access can be terminated at Snapl’s or the SFN Provider’s discretion.
- 6.9** Snapl reserves the right to use your name and/or company name as a reference for marketing or promotional purposes on Snapl’s Site and in other communication with

existing or potential Merchants. To decline Snapl this right you need to email Support@Snapl.com stating that you do not wish to be used as a reference.

- 6.10** Snapl may provide, at Snapl's sole discretion, technical support services, through email, chat, or telephone in accordance with our standard practice.
- 6.11** Snapl is not the Merchant of Record for any of your Goods or the importer of record for Goods stored at an SFN Provider. Snapl shall not be held liable for complying with your instructions through the Services. You understand that Snapl does not inspect your Goods nor does Snapl take responsibility for the business decisions that you make and implement through the Services. For example, Snapl cannot control or ensure that a buyer or seller with whom you do business will remit payment for Goods in accordance with your agreement with them.

7. Your Data Rights.

- 7.1** You retain all right, title and interest in and to Your Data, other than the limited rights expressly granted in this Section. For purposes of this Agreement, "Your Data" means any and all information collected and/or stored by or on behalf of Snapl in connection with your use of the Services, excluding data and information relating to the operation and/or performance of the Snapl Platform.
- 7.2** You hereby grant Snapl the non-exclusive right and license to (i) copy, use, modify, distribute, display and disclose Your Data solely to the extent necessary to provide the Services to you pursuant to the Agreement, (ii) copy, modify and use Your Data in connection with internal operations and functions, including, but not limited to, operational analytics and reporting, financial reporting and analysis, audit functions and archival purposes and (iii) copy, use, modify, distribute, display and disclose Your Data on an aggregate and anonymous basis for marketing purposes.

8. Service Fees.

- 8.1** "Service Fees" are the fees for any Services and any third-party fees (third-party fees include, but are not limited to, Carrier, SFN Provider, and other shipping fees, rates of duty, international brokerage charges, freight charges, insurance premiums, or other third-party charges incurred during your use of the Service).
- 8.2** You shall pay the following Service Fees (unless modified by a Warehousing and Fulfillment Pricing Agreement):
 - 8.2.1** A \$50.00 monthly pallet fee or a \$5.00 monthly box fee, whichever is applicable per SKU, that shall be due for any whole or partial month, beginning on the date that inventory is delivered to Snapl;
 - 8.2.2** Shipping charges, which shall be calculated based on the final destination, dimensions of the final packaged shipment, and speed of shipment selected;
 - 8.2.3** Additional services pricing is found here: <https://www.Snapl.com/pricing>
 - 8.2.4** Charges, costs, taxes, and expenses identified in Section 8.5 and 8.6; and
 - 8.2.5** Any charges or fees incurred by Snapl associated with your payment for the Services by credit card. In the event of conflict between the Services Fees in these Terms and the Warehousing and Fulfillment Pricing Agreement, the following order of priority shall apply: the Warehousing and Fulfillment Pricing Agreement, followed by these Terms.

- 8.3** The final rates and Service Fees may vary based upon the Goods actually tendered, the work actually performed, or a number of factors such as Carrier shipping prices, the actual characteristics of your Goods, the delivery address, and service requested during the normal course of delivery. Snapl reserves the right to bill the Service Fees based on actual charges at any time after the Services are rendered. Snapl specifically disclaims liability for any Carrier shipping rate errors due to inaccurate or incomplete information provided to it, such as dimensions and weights.
- 8.4** All dollar amounts stated in this Agreement and the Site will be in US dollars, unless otherwise specified.
- 8.5** You acknowledge that you are responsible for, and agree to reimburse Snapl, SFN Providers, and Carriers, as applicable, for, all sales taxes, transportation taxes, Service Fees, reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by Snapl, SFN Providers, and Carriers, as applicable in connection with the Services. Carrier chargebacks are subject to additional administrative fees as specified in our Policies.
- 8.6** You acknowledge and agree that all Service Fees, charges, and any other rates or amounts charged by Snapl to you hereunder are exclusive of applicable value added, sales/use or inventory, CDT (as defined below) and service taxes (“Transaction Taxes”) which may be levied in connection with the supply by Snapl of the Services to you. Where applicable, you shall pay all Transaction Taxes arising in respect of the Service Fees or other amounts charged to you by Snapl.
- 8.7** **International CDT.** Customs, Duties, and Taxes (“CDT”) on any international shipment charged by the Carrier are your sole responsibility and will be charged back to you regardless of whether they were or were not in the initial estimate, or whether the order was or was not delivered.
- 8.8** **Failure to Pay; Abandoned Account; Liquidation.** Failure to promptly pay Service Fees is a material breach of this Agreement. If your Service Fees (or any other amounts owed to Snapl, SFN Providers, or Carriers) remain unpaid for a period greater than thirty (30) days, then Snapl reserves the right, at its sole discretion, to terminate this Agreement, suspend its performance of Services, and/or reclassify your Account as an “Abandoned Account.” Additionally, any Account that remains unpaid for greater than sixty (60) days will automatically be deemed an Abandoned Account. **TO THE FULLEST EXTENT PERMITTED BY LAW, UPON AN ACCOUNT BECOMING AN ABANDONED ACCOUNT, ALL RIGHTS TO OWNERSHIP OF THE ACCOUNT BALANCE AND GOODS WILL IMMEDIATELY BE FORFEITED BY YOU TO SNAPL. GOODS WILL BECOME IMMEDIATELY AND IRREVOCABLY UNAVAILABLE TO YOU, AND LIQUIDATION PROCEEDINGS WILL BEGIN.** You agree such Goods would be free and clear of liability, and that you would assume any liability therefore. You will remain liable for any pending Service Fees above and beyond the liquidation proceeds.

9. Payment Method and Liens.

- 9.1** Payment processing for Services is provided by Stripe and is subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the “Stripe Service Agreement”) set forth at <https://stripe.com/ssa>. By agreeing to this Agreement or continuing to utilize our Services as a Merchant, you agree to be bound by the Stripe Service Agreement, as modified by Stripe from time to time. As a condition of Snapl enabling payment processing through Stripe, you agree to provide Snapl accurate and complete information about you and your business, and you authorize Snapl to

share it and transaction information (including User Data) related to your use of payment processing provided by Stripe.

- 9.2 Unless otherwise specified by Snapl, Stripe will collect payment from you via credit card or ACH for Service Fees due on a daily, weekly, or monthly basis depending on the account set-up. Snapl disclaims all liability for any fees charged to you by your bank related to Stripe's collection or disbursement of such payment.
- 9.3 When you use the Services, all charges for the Services and any additional fees payable to Snapl will be immediately charged to the credit card associated with your Stripe account. You agree to pay Snapl the amount that is specified in accordance with this Agreement. If you dispute any charges, you must let Snapl know within thirty (30) days after the date that Snapl invoices you.
- 9.4 You agree and acknowledge that either Snapl or the SFN Provider, depending on which party is performing the warehouse, pick and pack, or fulfillment services shall maintain an actual or constructive general and continuing warehouseman's lien and security interest under the UCC for all Goods in Snapl's or SFN Provider's possession or control, regardless of whether a specific receipt is issued, to cover all charges, expenses, costs, and Service Fees set forth in this Agreement. In the event Snapl or an SFN Provider is required to exercise its lien or security interest, you shall be responsible for all necessary and reasonable costs incurred to enforce the lien or security interest including, but not limited to, reasonable attorneys' fees. You will execute any and all agreements and documents so that Snapl or an SFN Provider may obtain, perfect, and maintain its lien rights and security interest in the Goods. You will also execute any and all documentation to permit Snapl to perfect the liens.

10. Inbound Shipments – Your Obligations.

- 10.1 You represent and warrant to Snapl that (i) you are the legal owner of the Goods and/or have lawful possession or control of the Goods and that you have the sole legal right to store and thereafter direct the release and/or delivery of the Goods, (ii) there are no potential health, safety, or environmental hazards associated with the shipment, warehousing, or fulfillment of the Goods tendered to Snapl under this Agreement, (iii) the Goods do not contain any material violating any federal, state, or local law (collectively, "Laws"); (iv) the Goods are not and do not contain any hazardous or dangerous materials under applicable Laws. You will strictly meet or exceed any compliance obligations under these provisions. Snapl may, in its sole discretion, reject Goods that Snapl determines do not meet the above compliance obligations. If the Goods do not meet the foregoing requirements, you may incur additional fees from Snapl, and if Snapl rejects the Goods, this may result in a delay or non-shipment, and you agree that Snapl shall not be liable for any loss or damage as a result of such delay or non-shipment.
- 10.2 You shall provide Snapl, in a digital format through the Snapl dashboard, with bills of lading for the inventory of all inbound shipments of Goods prior to the shipment arriving to an SFN Provider's facility. All inbound shipments shall be properly labeled and clearly identify the units and quantities of carton, case, or master case. You represent and warrant that the information set forth on any shipment or delivery document, including, without limitation, information as to count, weight, description and condition of the Goods, is accurate and complete and may be relied upon by Snapl. If the items in such a shipment cannot be identified by Snapl, they may be discarded and Snapl assumes no responsibility for any associated losses.

11. Onboarding.

11.1

- 11.1.1 All inbound shipments must be received and inventoried before the Goods shall be prepared to be shipped by the Carriers.
 - 11.1.2 Upon receipt, Snapl or SFN Provider may, at its sole discretion, verify the quantity of the Goods and inspect for any damage. You acknowledge and agree that Snapl or SFN Provider has no obligation to verify the quantity, content, condition, or quality of the Goods delivered to SFN Provider's facility for storage and/or delivery. Snapl or SFN Provider may, at its sole discretion, reject storing and/or delivering any Goods that Snapl or SFN Provider deems, in its sole discretion, to be improperly labeled or packaged as a URO, or any Goods that contain any hazardous or illegal material.
 - 11.1.3 If there are any outstanding or pending Orders that need to be fulfilled first, you shall notify Snapl of the number of Orders to be sent initially and the expected timeline of processing such Orders.
 - 11.1.4 Unless otherwise specified in a Warehousing and Fulfillment Pricing Agreement, upon actual receipt of the Goods, you can expect a minimum of three (3) business days for Goods to be inventoried at Snapl or an SFN Provider's facility. After three (3) business days, your Orders will begin to be processed and labeled, beginning with outstanding and pending Orders. These timelines are subject to change during Peak Season (as defined below) or other holiday days.
 - 11.1.5 Snapl will facilitate fulfillment of the number of Orders which was communicated during onboarding every day. Additional time may be required for special kitting, picking or any alterations in regular process.
 - 11.1.6 Snapl or SFN Providers, as applicable, shall thereafter process, package, and facilitate the shipment of all Orders by Carriers within one (1) business day of actual receipt of the Order from you provided that proper inventory amounts exist and there are no issues with the Order. This provision shall not apply to Orders that are altered, Orders with low inventory items (less than ten (10) items in stock), held Orders and bulk Orders.
 - 11.1.7 You shall provide Snapl with an expectation of the date for Snapl or the SFN Provider to begin facilitating Carriers to ship your Goods, which shall conform to the terms of this Agreement.
- 11.2 You shall be solely responsible for the accuracy of any information provided to Snapl and/or inputted onto Snapl's Site or Platform . You agree that Snapl shall not be liable for any delay, loss, damage or costs as a result of any inaccurate information provided by you to Snapl or any information inputted incorrectly by you onto Snapl's Site or Platform.

12. Shippable Addresses.

- 12.1 You are solely responsible for the accuracy and deliverability of Order shipping addresses. Snapl may, at its sole discretion, verify Order shipping addresses, but this is not a replacement for merchant address diligence and verification by you. You agree and acknowledge that Snapl has no obligation to verify any shipping addresses provided by you.
- 12.2 If Snapl provides an Order shipping estimate based on an address later discovered to be inaccurate or incomplete, you are solely responsible for any applicable address correction fees Snapl incurs from the Carrier, any difference in Carrier shipping cost or

for any other costs or fees due to the incomplete or inaccurate address. Examples of discrepancies for which you may be responsible include, but are not limited to, incomplete addresses, incorrect addresses, commercial/residential address status, and rural address status. Snapl also reserves the right to put the order on hold if addresses are not validated by the Snapl system.

13. Service Level Agreement.

Snapl and SFN Provider service fees are subject to increase during “Peak Season” (defined as the dates between and including Thanksgiving Day and Christmas Eve, but subject to change dependent upon Carriers) by email notification. In addition, Snapl may pass through to you any additional surcharges charged by Carriers.

14. Delays or Non-Delivery by Third-Parties, including Carriers and SFN Providers.

Unless specifically excepted in a Warehousing and Fulfillment Pricing Agreement, Snapl shall not be liable or responsible for any delays in domestic or international shipments of Goods or Orders, and is, without limitation, not responsible or liable for non-delivery or late delivery of Goods caused by third-parties, including Carriers and SFN Providers.

15. Fraudulent Orders.

IT IS YOUR SOLE RESPONSIBILITY TO PROTECT YOURSELF FROM FRAUD. IT IS YOUR SOLE RESPONSIBILITY TO PAY ALL FEES RELATED TO ORDERS WHETHER THE ORDER IS FRAUDULENT OR THE PRODUCT IS DELIVERED OR NOT.

16. Returns.

16.1 Custom returns may be rejected and/or subject to additional fees.

16.2 You shall be solely responsible for any fees assessed by any Carrier or SFN Provider as a result of any shipments of Goods that are returned to Snapl or an SFN Provider by the Carrier for any reason whatsoever.

16.3 Snapl Is Not Liable for International Returns. International shipments that are not delivered are often returned by the Carrier and assessed return shipping, brokerage, and returns processing Carrier fees. These fees assessed by the Carriers are billed through to merchants, often without notice. Snapl strives to work with you to circumvent international returns or abandoned inventory at your request; however, this is done only on a reasonable efforts basis and Snapl reserves the right to charge you fees to the value of the original Carrier shipping cost, including all costs and expenses of returns. If a tariff is not available, Snapl will either put orders on hold until tariff information is available or override the order with no liability to Snapl.

17. Required Removals.

Snapl or SFN Provider, as applicable, may, at its sole discretion, require you to remove unsuitable or unsellable Goods from its facility or an SFN Provider’s facility. Snapl will notify you if it or an SFN Provider has any inventory that requires removal. Pick fees may also be assessed for labor incurred to remove inventory. **IF YOU DO NOT REMOVE THE INVENTORY WITHIN THIRTY (30) DAYS OF RECEIVING A REQUIRED REMOVAL NOTICE, SNAPL OR THE SFN PROVIDER MAY DISPOSE OF THE INVENTORY LISTED IN THE REQUIRED REMOVAL NOTICE. YOU SHALL NOT BE ENTITLED TO ANY DAMAGES OR REIMBURSEMENT FOR THE VALUE OF GOODS DISPOSED OF BY SNAPL OR THE SFN PROVIDER IF YOU DO PROMPTLY REMOVE THE GOODS UPON SNAPL’S WRITTEN REQUEST.**

18. Confidentiality.

You acknowledge that you may receive materials and information from Snapl, SFN Providers, or Carriers that are considered by such entity to be proprietary and confidential, including information relating to the platform, Goods, volume, customers, pricing, procedures, processes, technical specifications, designs, computer code, software applications and related documentation, and technology. You agree that all such materials and information acquired or obtained by you hereunder shall be held in confidence, protected with the same degree of care that you employ for the protection of your own confidential and proprietary information of a similar nature (not less than reasonable care), and you shall not reveal or disclose any such information without Snapl's prior written consent other than as expressly permitted by this Agreement. You shall not have any obligation, however, to preserve the confidentiality of any such materials and information to the limited extent that it: (a) is in the public domain or generally available to the public; (b) was in the possession of or disclosed to you prior to the date hereof, free of any obligation to keep the same confidential; (c) is lawfully acquired by you from a third party under no obligation of confidentiality to the other Party; or (d) is required to be disclosed by you under law or court order, provided, however, that you shall give prompt written notice thereof to Snapl (where permitted by law). You agree and acknowledge that a monetary remedy for a breach of this Section may be inadequate and that such breach may cause Snapl irrevocable harm. In the event of a breach, Snapl will be entitled, without the posting of a bond and in addition to any monetary damage it may subsequently prove, to seek temporary and permanent injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions. This Section supersedes and supplants any and all prior agreements between the Parties regarding confidential information and/or confidentiality, including, but not limited to, any nondisclosure agreements executed between the Parties. The provisions of this Section shall survive the termination of this Agreement.

19. Force Majeure.

Snapl shall not be liable for any failure or delay in performance hereunder which may be due, in whole or in part, to fire, explosion, earthquake, storm, flood, drought, or other adverse weather condition, accident, casualty, breakdown of machinery or facilities, strike, lockout, combination of workmen or other labor difficulties (from whatever cause arising, and whether or not the demands of the employees are reasonable or within Snapl's power to grant), war, civil disturbance, acts of terrorism, insurrection, riot, act of God or the public enemy, law, act, order, proclamation, decree, regulation, ordinance, instruction or request of Government or other public authorities, judgment or decree of a court of competent jurisdiction, delay or failure of Carriers or of SFN Providers, shippers or contractors, labor shortage or inability to obtain transportation, equipment, operating materials, plant equipment or materials required for our performance, curtailment or suspension of operations to remedy or avoid an actual or alleged violation or violations of Federal, State or local law, as may be in effect from time to time during the Agreement period, or any contingency or delay or failure or cause of any nature beyond the reasonable control of Snapl, whether or not of the kind hereinabove specified and whether or not any such contingency is presently occurring or occurs in the future. Snapl shall give notice of any force majeure event as soon as reasonably practicable by giving notice to your administrative email account.

20. Termination.

You have the right to terminate this Agreement at any time, provided you do not have a balance due and owing (other than any amounts subject to a good faith dispute) by sending a termination request to Support@Snapl.com. Subject to earlier termination as provided below, Snapl may terminate, at its discretion and without cause, this Agreement (or our facilitation of the shipments of Goods or our Services hereunder) at any time by providing thirty (30) days prior notice to the administrative email address associated with your Account. In addition to any other remedies we may have, Snapl may also terminate this Agreement upon thirty (30) days' notice (or ten (10) days' notice in the case of

nonpayment) if you breach any of the terms or conditions of this Agreement. The termination of this Agreement shall also constitute a termination of any Warehousing and Fulfillment Pricing Agreement. Snapl reserves the right to immediately modify, suspend, or discontinue, temporarily or permanently, the Services (or any part thereof) if you are in breach of this Agreement. All of Your Content (if any) may be permanently deleted by Snapl upon any termination of your account in Snapl's sole discretion. However, all rights to payment and all other Sections which by their terms are intended to survive shall survive termination or expiration of this Agreement.

21. DISCLAIMER OF WARRANTIES.

- 21.1** The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Snapl or by third-party providers, or because of other causes beyond our reasonable control. Snapl shall use reasonable efforts to provide advance notice in writing or by email of any Services disruption. Snapl shall not be liable for any such unavailability or disruption of Services.
- 21.2** THE SERVICES, INCLUDING THE SNAPL PLATFORM AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND SNAPL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS OR ANY ANCILLARY AGREEMENT, YOU ACKNOWLEDGE THAT SNAPL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR VIRUS-FREE, NOR DOES SNAPL MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND NO INFORMATION, ADVICE, OR SERVICES OBTAINED BY YOU FROM SNAPL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.
- 21.3** Snapl does not represent, warrant, or guarantee that any of its facilities or any of the facilities of SFN Providers will maintain any specific temperature ranges or humidity levels. Snapl shall not be liable or responsible for fluctuations of temperature or humidity levels at any of its facilities or any of the facilities of SFN Providers.

22. LIMITATION OF LIABILITY.

- 22.1** YOU ACKNOWLEDGE AND AGREE THAT WHEN SFN PROVIDERS AND CARRIERS ARE IN POSSESSION OF YOUR GOODS, SFN PROVIDERS AND CARRIERS, AND NOT SNAPL, ARE SOLELY RESPONSIBLE FOR ANY ACTUAL OR ALLEGED HARMS SUSTAINED BY YOU OR YOUR GOODS AS DETERMINED UNDER APPLICABLE LAW.
- 22.2** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) SHALL SNAPL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, OR LOST DATA. FOR AVOIDANCE OF DOUBT, SNAPL IS NOT LIABLE FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE GOODS DAMAGE CAP OR THE AGGREGATE LIABILITY CAP SET FORTH BELOW, WHICHEVER IS THE LESSER AMOUNT.
- 22.3** Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations

may not apply to you. IN THESE STATES, SNAPL's LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW UNDER THE TERMS OF THIS AGREEMENT.

22.4 Insurance, Damage and Loss of Goods:

22.4.1 YOU AGREE THAT THE GOODS STORED OR WAREHOUSED BY SNAPL OR SFN PROVIDERS ARE NOT INSURED AGAINST LOSS OR DAMAGE BY SNAPL OR THE SFN PROVIDER. YOU ARE SOLELY RESPONSIBLE FOR OBTAINING INSURANCE COVERAGE FOR THE GOODS, AND INSURANCE IS AVAILABLE AT YOUR SOLE COST AND EXPENSE. NOTWITHSTANDING YOUR PURCHASE OF INSURANCE COVERAGE, IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF GOODS ("GOODS LOSS") FOR WHICH SNAPL IS OR MAYBE LEGALLY LIABLE, YOU AGREE THAT SNAPL'S OR SFN PROVIDER'S LIABILITY SHALL NOT EXCEED THE GOODS DAMAGE CAP SET FORTH BELOW. FOR INSURANCE TO APPLY TO YOUR CLAIM, YOU MUST PURCHASE THE INSURANCE PRIOR TO THE GOODS LOSS. SNAPL DOES NOT REPRESENT, WARRANT, OR GUARANTY THAT INSURANCE WILL COVER ALL OR A PORTION OF YOUR GOODS LOSS. SNAPL SHALL NOT BE RESPONSIBLE OR LIABLE IF INSURANCE COVERAGE IS NOT AFFORDED FOR THE GOODS LOSS OR IF COVERAGE IS DENIED. THE DECISION TO PURCHASE INSURANCE AND ITS EXPENSE IS YOURS ALONE. ALL SUCH INSURANCE IS PROVIDED BY THOSE THIRD-PARTY INSURANCE CARRIERS OR BROKERS YOU MAY SELECT. SNAPL DOES NOT AND WILL NOT SELL INSURANCE AND SHALL NOT BE DEEMED AN INSURANCE PROVIDER.

22.4.2 IN THE EVENT THAT SNAPL OR THE SFN PROVIDER IS FOUND LEGALLY LIABLE FOR HARMS SUSTAINED BY YOUR GOODS, YOU AGREE THAT SNAPL'S OR THE SFN PROVIDER'S MAXIMUM LIABILITY FOR GOODS LOSS (INCLUDING LOSS FROM ANY GOODS COUNT INACCURACIES) WILL BE LIMITED TO THE ACTUAL PRODUCT VALUE OF THE GOODS, WHICH SHALL BE MEASURED BY THE ORIGINAL PURCHASE INVOICE FROM THE MANUFACTURER OR SUPPLIER, SUBJECT TO A CAP OF 5% OF THE TOTAL PRODUCT VALUE OR ONE MONTH OF THE AVERAGE BILLABLE STORAGE, WHICHEVER IS LOWER ("GOODS DAMAGES CAP").

22.5 **EXCLUSIVE REMEDY.** THE GOODS DAMAGE CAP SET FORTH IN THIS SECTION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SNAPL OR THE SFN PROVIDER FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO LOSS, DAMAGE, AND/OR DESTRUCTION OF GOODS, AND SHALL APPLY TO ALL CLAIMS, INCLUDING GOODS SHORTAGE OR ANY OTHER CLAIMS RELATING TO THE SERVICES (INCLUDING CONVERSION OR THEFT CLAIMS).

22.6 IN ANY EVENT, SNAPL'S OR SFN PROVIDER'S MAXIMUM AGGREGATE LIABILITY TO YOU, NOTWITHSTANDING THE NATURE OR GROUNDS FOR ALL CLAIMS, INCLUDING THE BREACH OF THIS AGREEMENT BY SNAPL, OR SFN PROVIDER SHALL NOT EXCEED \$2,000 FOR ANY CLAIMS NOT COVERED BY THE GOODS DAMAGE CAP. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS

UNDER THIS AGREEMENT AND THE PARTIES RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

23. Indemnification.

You shall defend, indemnify, and hold harmless Snapl and SFN Providers from and against any claims, actions or demands, liabilities (including court costs and attorney's fees), tax obligations, fines, and penalties, including without limitation reasonable legal and accounting fees and expenses, arising or resulting from: (a) your breach of this Agreement; (b) any of Your Content; (c) your negligence, fault, omissions, or willful misconduct; (d) your fraud or misrepresentation in connection with the Services or with your access, contribution to, or use of the Services; (e) any product liability claim arising from use of your Goods; or (f) your misuse of the Services ("Claims"). Snapl shall provide notice to you of any Claim. Snapl and SFN Providers reserve the right to assume the exclusive defense and control of any third-party Claims which are subject to indemnification under this Section. In such case, you agree to cooperate with any reasonable requests assisting Snapl's or SFN Provider's defense of such Claim. This indemnity shall include, without limitations, all Claims in tort, contract, by statute or otherwise, including Claims for personal injury (including death) and actual or tangible property damage.

24. U.S. Government Matters – Your Compliance with Trade Laws.

You may not remove or export from the United States or allow the export or re-export of Goods subject to this Agreement or anything related thereto, or any direct product thereof in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. You represent and warrant that you and your financial institution are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority. As defined in FAR section 2.101, the software and documentation installed by Snapl on your Equipment (if applicable) are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

25. Assignment.

You may not assign or transfer this Agreement without the prior written consent of Snapl, but Snapl may assign or transfer this Agreement, in whole or in part, without restriction. This Agreement is binding upon, and will insure to the benefit of, the successors and permitted assigns of the parties.

26. Miscellaneous.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect, and enforceable. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, representations, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. Except as specifically set forth in this Agreement (or

a Warehousing and Fulfillment Pricing Agreement), the terms of this Agreement shall take precedence over any contrary or conflicting terms in any other agreement. The failure of Snapl to exercise or enforce any right or provision of this Agreement shall not be a waiver of that right. You acknowledge that this Agreement is a contract between you and Snapl, even though it is electronic and is not physically signed by you and Snapl, and it governs your use of the Services. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Snapl in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement or otherwise, the substantially prevailing party will be entitled to recover its costs, expenses and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

27. Governing Law, Venue, Jurisdiction.

This Agreement and all Claims or disputes between the parties shall be governed by the laws of the State of New Jersey without regard to its conflicts of law provisions. The UN Convention on the International Sale of Goods shall not apply. All Claims, lawsuits, causes of action, and disputes between us shall be exclusively brought in the State or Federal Court located in Camden, New Jersey. The parties submit to the exclusive personal jurisdiction and venue of these courts.