

# TERMS AND CONDITIONS OF SERVICE TRADING PRODUCE LLC

**Delaware, 108 West 13th Street, Wilmington, county o New  
Castle.**

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WE ARE A MARKETING PLATFORM FOR RAW MATERIALS, MAINLY HASS AVOCADO. TRADING PRODUCE LLC (USA) SHALL BE HEREIN REFERRED TO AS TRADING PRODUCE.

REMEMBER THAT WE ARE LAUNCHING A BETA VERSION, SO MANY OF OUR SERVICES DESCRIBED IN THESE TERMS MAY NOT BE AVAILABLE, MAY BE PARTIALLY OR MAY BE SUBJECT TO MODIFICATION IN ACCORDANCE WITH THE INTERESTS OF TRADING PRODUCE. THANK YOU VERY MUCH FOR YOUR UNDERSTANDING.

- **NOTICE FOR MINORS**

TRADING PRODUCE informs that our Services are NOT directed to children or minor adolescents. IF YOU ARE A MINOR, DO NOT USE THE SERVICES of the website. If you are a parent or guardian who has discovered that your child has submitted personally identifiable information, TRADING PRODUCE will use reasonable efforts to remove the information from its database at your request. To request the deletion of your child's or ward's information and blocking of the account created, send an email to with the subject "USE OF THE PLATFORM BY A MINOR", identifying the user account and a brief summary of the situation.

Our "USERS" will only be natural persons of legal age registered on our platform.

If in your country of residence, the age of majority is at an age other than 18, it must be understood that in any case our services are only and exclusively for adults.

- **DEFINITIONS**

Within these Terms and Conditions of Service you will find the following words, so we proceed to define them from the beginning:

**TRADING PRODUCE LLC:** Our Company is responsible for these Terms and Conditions. Hereinafter, "TRADING PRODUCE", "we", "TRADING PRODUCE", "TRADING PRODUCE Team".

**Terms and Conditions of Service:** It is this document, through which your relationship with us is regulated, regarding access to our services that we make available to you through our platform. Hereinafter the "Terms".

**Platform:** Refers to the TRADING PRODUCE Website <https://trading-produce.com/> or the applications that contain it. User registration, product request or offer, and the closing of operations are carried out here.

**User:** Users as a general term are natural persons of legal age or companies that make use of our products or services or visit our platform.

**Account:** It is a user account that allows you to access the products and services available on our platform. By creating an account you declare and accept in a voluntary and informed manner the Terms. Hereinafter, “the account”, “your account”.

**Service:** Set of activities in general for the commercialization of raw materials.

**Country:** any independent state recognized by the international community. Hereinafter, “country”, “countries”.

### CHAPTER I: ACCEPTANCE OF THE TERMS, SCOPE, COMPLIANCE WITH ML/TF RULES AND GENERAL PROVISIONS

#### 1. YOUR ACCEPTANCE OF THE TERMS – YOUR REPRESENTATIONS AND WARRANTIES TO US.

*Do I have to accept these Terms? (Yes, otherwise you will NOT be able to access our products or services. This may seem boring, but we have taken the time to make them known to you in a simple way. It will help you to find out in detail about us and your responsibility).*

We welcome you to TRADING PRODUCE LLC, hereinafter TRADING PRODUCE!

The law gives you certain rights that cannot be limited by a Terms and Conditions of Service agreement like this one. The purpose of these Terms is in no way to restrict your rights.

OUR SERVICES ARE DIRECTED TO USERS LOCATED OUTSIDE THE UNITED STATES, so if you are in the US our services are not enabled for you.

We are a trading platform (purchase and sale) of raw materials, mainly Hass Avocado. You can use our services **ONLY IF:** - YOU ARE OF LEGAL AGE IN YOUR COUNTRY OF RESIDENCE AND DO NOT HAVE ANY CURRENT OR SURVIVING DISABILITIES (as defined in our notice); - YOU HAVE A VALID IDENTIFICATION DOCUMENT IN YOUR COUNTRY OF LOCATION; - YOU ARE NOT LOCATED IN A JURISDICTION OR COUNTRY WHERE WE DO NOT PROVIDE OUR SERVICES; - YOU RESPECT AND COMPLY WITH THE LAWS FOR THE PREVENTION OF MONEY LAUNDERING OR FINANCING OF TERRORISM, SANCTIONS AND HUMAN TRAFFICKING; - IN A RELIABLE AND TRUTHFUL MANNER, YOU SUPPLY ALL THE INFORMATION THAT TRADING PRODUCE REQUIRES YOU TO VERIFY YOUR IDENTITY.

You must accept these Terms in a prior, free, expressly voluntary and duly informed manner so that we can provide you with our Services. For this, we have suitable mechanisms to allow the verification of the granting of said authorization. The same may be recorded in any medium, whether it is a physical document, electronic or in any format that guarantees its subsequent consultation, through technical tools, complying with the requirements established by law. This mechanism will always be clear on our platform.

We know that reading them in their entirety may seem a bit boring, but we have taken the time to write them simply and clearly. Remember that these Terms are limited exclusively to the countries in which we offer our Services and are constantly modified. Some or all the Services we mention may not be available in your country. Remember to check the updated date of the Terms constantly.

With these Terms you will know everything about our organization, the countries where we offer our Services, the intellectual property of our platform, the Services we offer you, your responsibility as a

user with your account, your behavior on the platform, the responsibility of TRADING PRODUCE, communication channels among others.

We offer the purchase and sale of Hass Avocado, if you are previously validated as a buyer or seller by our company, thus, the mere fact of registering will not allow you to buy and sell, but you must have an internal validation process.

To enter our platform and access our services you must create an ACCOUNT, so you must provide personal or company information. When you register with us, create your account, and have successfully completed the validation process, you become a User. To learn more about the treatment of your information, we invite you to visit our Data Policy [HERE](#). Remember that you are obliged to read it to accept these Terms in a responsible, voluntary, and informed manner.

WHEN YOU CLICK ON "I ACCEPT", YOU DECLARE AND ACCEPT IN A VOLUNTARY AND INFORMED MANNER: **a)** BE OF LEGAL AGE AND DO NOT HAVE ANY DISABILITY THAT PREVENTS YOU FROM USING OUR SERVICES; **b)** HAVE THE POWER TO ENTER INTO A CONTRACT WITH TRADING PRODUCE; **c)** KNOW THESE TERMS AND HAVE THE CAPACITY TO ACCEPT THEM; **d)** GOVERN BY THESE TERMS. **e)** BIND YOU BY THE TERMS; **f)** REGISTER FOR AN ACCOUNT AND FIND YOURSELF PERSONALLY ASSIGNED TO THE EMAIL ADDRESS YOU PROVIDE US DURING REGISTRATION AND CREATION OF YOUR ACCOUNT; **g)** COMPLY AT ALL TIMES WITH ALL THE OBLIGATIONS AND RULES THAT MAY BE INCLUDED WITHIN THE TERMS WHEN YOU RECEIVE SERVICES AND/OR USE THE SOFTWARE-PLATFORM. IF ANY OF THESE REQUIREMENTS ARE NOT MET AT ANY TIME, TRADING PRODUCE MAY SUSPEND OR CLOSE YOUR ACCOUNT WITH OR WITHOUT NOTICE. **h)** BE LOCATED IN ONE OF THE COUNTRIES WHERE TRADING PRODUCE OFFERS ITS SERVICES; **i)** DO NOT SHARE YOUR ACCOUNT OR ACCESS PASSWORD WITH ANYONE. **j)** THAT ALL THE INFORMATION YOU PROVIDE TO TRADING PRODUCE IS TRUE, COMPLETE, ACCURATE AND CURRENT, IF YOU SEND IT KNOWING THAT IT IS INCOMPLETE OR INACCURATE, OR IF YOU DO NOT KEEP YOUR INFORMATION UPDATED, COMPLETE AND ACCURATE, THIS MAY GENERATE, WITHOUT LIMITATION, IN THE CANCELLATION OF YOUR ACCOUNT; **k)** AUTHORIZE TRADING PRODUCE TO TAKE THE LEGAL MEASURES THAT MAY BE APPROPRIATE IN SITUATIONS CONTRARY TO THE LAW OR THAT MAY AFFECT TRADING PRODUCE. **m)** COMPLY WITH THE LAWS FOR THE PREVENTION OF MONEY LAUNDERING OR FINANCING OF TERRORISM, SANCTIONS AND HUMAN TRAFFICKING; **q)** IN A RELIABLE AND TRUTHFUL MANNER PROVIDE ALL THE INFORMATION THAT TRADING PRODUCE REQUIRES YOU TO PROVE YOUR IDENTITY.

I DECLARE THAT TRADING PRODUCE SHALL NOT HAVE ANY OBLIGATION TO ME WHEN MY BEHAVIOR IS CONTRARY TO THE LAW AND I AGREE TO BE PENALIZED OR SANCTIONED AS SUCH IN ACCORDANCE WITH THE LAW

### **DISCLAIMERS AND LIMITATIONS OF LIABILITY**

TRADING PRODUCE's disclaimers and limitations of liability are set forth in these Terms. In addition, and without limiting the foregoing, the user expressly accepts that the use of the Services and Programs of TRADING PRODUCE is at his own risk. TRADING PRODUCE services and programs are offered "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. Neither TRADING PRODUCE nor any of its companies, licensors, employees, agents, consultants, or contractors offer any guarantee or representation with respect to: - The Services and Programs of TRADING PRODUCE; - Any information, services or products provided or available through or in connection with the TRADING PRODUCE Services and Programs or any results obtained using these. As an additional limitation, the responsibility of TRADING PRODUCE under these Terms is limited in ALL causes with legal impact, to

the total amount of the punctual or particular purchase or sale operation that is carried out, as long as the claim is made in a no more than 60 calendar days from the occurrence of the event.

IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, **DO NOT CLICK "I ACCEPT"**, DO NOT REGISTER ON OUR SITE, **DO NOT** CREATE AN ACCOUNT AND **DO NOT** USE OUR SERVICES.

\*\* If any clause or provision of this contract - Terms, is considered invalid or unenforceable, the rest of the contract will not be affected by such condition and each of the parties, as well as the content of the contract, will be valid, current and legal. in accordance with the Law. Hereinafter these Terms will refer to TRADING PRODUCE LLC as "TRADING PRODUCE".

### 2. ABOUT THE LOCATION OF OUR SERVICES

*Are TRADING PRODUCE services only offered in certain countries? We provide services according to the validation that is made to each client. In no case do we provide services within the US.*

#### *2.1. Your duties on the declaration of your location*

*Do I have to tell the truth about where I am located? (Of course, remember that we only offer our services in certain countries, so if you make a false statement, you may be subject to being blocked, not to mention the legal liability you may face).*

It is your duty to accurately state your location. It is your responsibility to determine whether the state, country, territory, or jurisdiction in which you are located is a jurisdiction in which we offer our Services. At TRADING PRODUCE we reserve the right (but have no obligation) to monitor the location from which you access the Services, TRADING PRODUCE may block access in and to any jurisdiction where we do not offer the Services.

#### *2.2. Countries in which we offer our Services*

*Well, then, in which countries do you offer your services?*

We provide our services mainly to Latin American sellers and European buyers; however, exceptions may be determined within the client validation process.

#### *2.3. Prohibited States/Countries in which we DO NOT offer our Services*

We do not provide our services in the USA.

### 3. YOUR COMPLIANCE WITH THE MONEY LAUNDERING AND TERRORISM FINANCING (ML/FT) RISK MANAGEMENT SYSTEM.

At TRADING PRODUCE we are committed to the prevention of **Money Laundering** understood as the process of hiding money of illegal origin in national or foreign currency and the subsequent acts of simulation regarding its origin, to make it appear legitimate; and the **Financing of Terrorism**, understood as the set of activities aimed at channeling legal or illegal resources to promote, finance, or sponsor terrorist individuals, groups or activities. Thus, we carry out internal due diligence activities to ensure

that our activity is transparent both for the authorities in the countries in which we operate and to guarantee a safe environment for our users and society in general.

We want to tell you that knowing the client is one of the most important pillars of the Money Laundering (ML/TF) Risk Prevention System, so at TRADING PRODUCE we comply with the regulations on the matter and have created different ways to know strictly to the people with whom we interact:

- a) **Customer identification.** All our clients must fill out an entry/association form and compulsorily verify the required data, which allow us to fully identify the natural or legal person who intends to be associated with TRADING PRODUCE.
- b) **Legal persons.** We verify the client's data to generate a contractual relationship with TRADING PRODUCE.
- c) **Contractual clauses with the collaborators of TRADING PRODUCE.** Internally, TRADING PRODUCE has a demanding procedure with which we seek that all contractual relationships acquire an individual and company commitment in compliance with the Money Laundering Risk Prevention System (ML/TF).

### *3.1. How does TRADING PRODUCE identify me as a user - TRADING PRODUCE?*

From TRADING PRODUCE we present the way in which we identify our:

- 1) **Initial identification of access to the platform:** the person will be able to enter with their email.
- 2) **Register as a user.** Users are obliged to fill out a form that will contain, at least:
  - a. Names
  - b. Surnames
  - c. Nationality
  - d. Email
  - e. country of domicile
  - f. City – Municipality – Province etc.
  - g. Identification number and class valid within the country of residence.
  - h. Passport number.
  - i. Country of issuance of the passport.
  - j. Civil status.
  - k. Academic level.
  - l. Occupation.
  - m. Cell phone number.
  - n. Residence address.
  - o. Proof of residence.
  - p. Postal Code.
  - q. Judicial Background Documents (TRADING PRODUCE may establish different mechanisms to verify the validity of the document to verify that it corresponds to the person and the user.
  - r. Are you a publicly exposed person? Yes - No
  - s. Within your country, due to your position or activity, do you manage state or public resources?
  - t. Declaration on main economic activity.

In the event that you are a publicly exposed person or that you manage public resources, you must attach a photo of your passport or identity document.

**\*\*\*The above list is not exhaustive, so TRADING PRODUCE internally may establish different and additional mechanisms, including with national authorities, to verify the identification and validity of the documents provided, to verify that it corresponds to the person claiming a reward. to TRADING PRODUCES.**

#### 4. LANGUAGES

The TRADING PRODUCE platform and games will initially be presented in **English**.

#### 5. ORGANIZATION OF THE PLATFORM FOR THE PROVISION OF OUR SERVICES

We want you to know the organization that TRADING PRODUCE carries out for the provision of its Services:

##### 5.1. PURCHASE OPERATIONS

- TRADING PRODUCE will provide users with a catalog of products and terms in which they could be marketed (Prices, Incoterm, Ports, minimum quantity, maximum quantity, caliber, etc.)
- Through our Platform, the user will be able to make their purchase offer, for which a form will be displayed requesting additional information on the operation.
- Once the purchase offer by the User has been completed, TRADING PRODUCE will verify the availability and logistical possibility of developing the operation and will proceed to confirm or reject the order.
- If the order can be fulfilled under other conditions, TRADING PRODUCE will notify the User, who may accept or reject the new offer.

\* Only orders that have been confirmed and accepted by the company will be payable to TRADING PRODUCE.

\*\* The mere purchase offer does not imply any responsibility for TRADING PRODUCE.

\*\*\* In case of disagreement in the product, the User must notify trading produces immediately.

##### 5.2. SALES OPERATIONS

- In the event that a User wishes to offer their products to TRADING PRODUCE, they must submit complete information on the conditions of the product, quality and quantity.
- From TRADING PRODUCE a direct approach will be made with the User, a scenario in which the sales operations will be agreed upon.

The above requirements are subject to modification by TRADING PRODUCE.

#### 6. POSSESSION OF INTELLECTUAL PROPERTY

*Do I have any intellectual property rights over the TRADING PRODUCE platform or over the content that I eventually create within it? (No, you don't have any, we'll explain it below).*

Remember that we authorize you to use the services offered on our platform, but we reserve ALL intellectual property rights over them and the economic rights that derive from them.



TRADING PRODUCE owns and reserves all rights, title, and interest in the TRADING PRODUCE Services, as well as all information and content published, generated, provided, or otherwise made available on or through our platform, do not remove, obscure, or alter our trademarks, logos, or legal notices, or attempt to modify, decompile, or otherwise attempt to extract our source code, or create derivative works from it. REMEMBER THAT YOU ARE NOT AUTHORIZED TO USE OUR TRADING PRODUCE TRADEMARKS OR LOGOS OR ANY INTELLECTUAL PROPERTY CONTENT.

## CHAPTER II: YOUR ACCOUNT, RULES, RULES OF BEHAVIOR, CONTENT, MEASURES AND COMMERCIAL TERMS.

### 7. IN WHICH CASES IS IT PROHIBITED TO CREATE AN ACCOUNT AND/OR HAVE ACCESS TO THE TRADING PRODUCE SERVICES?

As we told you at the beginning of these Terms, remember that YOU CANNOT AND WILL NOT be able to access our platform, an account, or access any of our services if:

- a) We have previously disabled your account for having violated our Terms or Policies or applicable laws, or committed any act against the platform, users, or staff of TRADING PRODUCE.
- b) Applicable law prohibits you from accessing our products, Services, or software.
- c) You are located within a prohibited jurisdiction.
- d) You are a minor according to the laws of your country or being of legal age you are not a person who is physically or psychologically capable, or any other special condition that prevents you from accessing our Services.

### 8. YOUR ACCOUNT

*Do I need to have an account to be able to buy or sell? (Yes, you need it, and it is the only way you can use our services. Also do not forget that the information entered when creating your account must be 100% real and corresponds exclusively to you).*

#### *8.1. How can I create an account in TRADING PRODUCE?*

Next, we explain the steps you must follow to create an account with TRADING PRODUCE:

**1. Register:** For you to create an account with us, we will ask you for a legitimate and valid email address that you normally control, and you will also need to create a password.

**2. Choose your username:** After you have completed your registration, you will be able to create a username that must correspond to the name of the individual or company.

\*\*TRADING PRODUCE may, at its sole discretion, reject, change, suspend and/or cancel your username and your Account.

#### *8.2. My obligations with my account.*

We want our community to be a safe environment where users take responsibility for their operations. For this reason, you agree with us in relation to your account to:

- a) Provide accurate information about yourself.
- b) Create your account with your personal email address that you usually handle.
- c) Create only one (own) account.
- d) Keep the personal information of your account updated.
- e) Do not share your USERNAME OR PASSWORD, or give other people access to your TRADING PRODUCE account or transfer your account to them. You are responsible for managing your account.
- f) You must not use our Services to carry out actions that violate these Terms, the rules, or the policies that are part of TRADING PRODUCE.
- g) Not upload viruses or malicious code, or carry out activities that may disable, overload, or alter the proper functioning of our Services, or modify their appearance.
- h) Do not access data from our Services or collect them by automated means or attempt to access them without the corresponding permission.

\*\*\*\*Notwithstanding anything to the contrary in these Terms, you acknowledge and agree that you will NOT have any ownership or other proprietary interest in your account, or any virtual content made available on our platform, and that all rights in your account are and will remain always property of TRADING PRODUCE and for its benefit. In addition, you acknowledge that TRADING PRODUCE will NOT be responsible for the destruction, elimination, modification or any damage or loss of the "Platform Content".

*8.3. My responsibility to update my account information and report to TRADING PRODUCE any unauthorized use.*

*What if the information I registered in my account the first time changes?*

*You can and should update your account settings from time to time, this includes your email address, if you do not do so and the information is incomplete or inaccurate, this may result in, without limitation, the termination of your account.*

*If you ever forget your password or username, you can visit our platform where it appears, "recover password". **Do not forget that one of your main obligations is to keep your username and password secret, since you are responsible for all the activity that is done from your account.** We offer you a function that allows you to "recover your password", however, remember that the function of "saving" or "remembering your password" is beyond our responsibility or security protocols and this function makes it possible for third parties to access your account, so we recommend you not to use them, since such use is at your own risk and responsibility.*

*As the owner of your account, you are solely responsible for complying with these Terms, and only you are entitled to all the benefits derived from them. You may not allow any other person to: (i) Access your Account; (ii) Access our Services through your account*

**Unauthorized Uses of My Account:** *It is your obligation to notify us immediately of any unauthorized use of your account, password, or identification, or any other breach or threatened breach of our security or the security of your account. To do this you must send us an email to [requestorders@trading-produce.com](mailto:requestorders@trading-produce.com) with the subject "FRAUD TO MY ACCOUNT" and send us an email explaining the situation and sending even a summary or simple proof of it.*

*8.4. In what cases can my account be suspended or terminated?*

**By TRADING PRODUCE:** We reserve the right to suspend or block your account or remove content that violates these Terms in accordance with applicable law. We may also remove or restrict access to your account, your Services, or your information if we determine that doing so is reasonably necessary to avoid or mitigate legal or legal consequences that harm TRADING PRODUCE or its community.

In addition, we may suspend and/or close the account of any of our users who violates, or who we reasonably believe may be violating or will violate these Terms, at any time without notice and without liability.

It is my wish as a user: You. You can cancel or suspend your account at any time by contacting us at [requestorders@trading-produce.com](mailto:requestorders@trading-produce.com) with the subject line "I WANT TO CANCEL MY ACCOUNT".

*8.5. Problems with my account*

If you have a general problem with your account, please contact us at [requestorders@trading-produce.com](mailto:requestorders@trading-produce.com) with the subject "PROBLEMS WITH MY ACCOUNT"; If your account has been suspended or canceled by mistake, in the subject of your email write "ERROR IN CANCELLATION OF MY ACCOUNT". In both cases we will review the situation, without this implying a decision in your favor and during this time your account may be suspended.

**CHAPTER III: ABOUT OUR SERVICES.**

**9. THE SERVICES WE OFFER YOU ON THE PLATFORM**

Below, you will find the Services we offer on our platform:

- 1) Purchase of raw materials
- 2) Sale of raw materials

\*\*\*These Services are not exclusive or excluding and their execution is subject to the general conditions determined by TRADING PRODUCE.

**CHAPTER IV. LIMITATION OF LIABILITY, NO WARRANTIES, DISCLAIMER AND DISPUTE RESOLUTION**

**10. LIMITATION OF LIABILITY OF TRADING PRODUCE**

These Terms are not intended to affect or restrict your rights, on the contrary, we guarantee them. We are committed to exercising professional diligence in providing our Services to you and to maintaining a safe and error-free environment. Provided we have acted with professional diligence we are not responsible for: -losses not caused by our breach of these Terms or by our actions; -losses that neither we nor you together could foresee at the time of entry into force of these terms, nor events that we cannot control.

We are not responsible for damages caused by not having installed any updates when TRADING PRODUCE has made them available. Furthermore, we are not responsible for: **(a)** any loss that was not foreseeable at the time you accepted these Terms; or **(b)** any loss that we both knew was likely to occur solely because of the special circumstances that existed at the time you agreed to these Terms (including any consequential damages).

Notwithstanding anything in these Terms, IN NO CASE DO WE EXCLUDE OUR LIABILITY TO YOU WHERE WE COULD NOT, including our liability for: **(a)** death or personal injury resulting from our negligence; **(b)** fraud or fraudulent misrepresentation; **(c)** willful or grossly negligent behavior; **(d)** damages derived from the negligent breach of an essential obligation of TRADING PRODUCE typical and foreseeable in the performance of the contract; or **(e)** product liability applicable to the jurisdiction where our Services are offered.

Regarding product quality and quantity guarantees (raw material), they will be agreed upon in each operation.

### 11. DISCLAIMER OF LIABILITY OF TRADING PRODUCE ON WARRANTY

Remember that we do NOT offer any other guarantees in relation to our Services. Unless required by law, we make no implied warranties such as merchantability, fitness for a particular purpose, or non-infringement. You assume all responsibility for the installation and use of the TRADING PRODUCE Services, as well as the results obtained from them (regardless of where you are located).

The TRADING PRODUCE Services are provided to you "as is" and "as available" without warranties or representations of any kind, express or implied. You assume all responsibility for the use of the TRADING PRODUCE Services. To the extent permitted by applicable law, TRADING PRODUCE disclaims all warranties, express or implied, that may apply to the TRADING PRODUCE Services, including implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, any warranties that may arise from the course of dealing, course of performance, or usage of trade, and any warranties as to the accuracy, reliability, or quality of any content or information contained on the TRADING PRODUCE Services.

### 12. COMPENSATION

At your own expenses and costs you will indemnify and hold TRADING PRODUCE, our directors, officers, employees and agents harmless from and against any and all claims, disputes, liabilities, lawsuits, agreements, actions, debts or rights of action, losses of any kind, and all costs and fees, including reasonable attorney and legal fees, arising out of or related to: (i) Your breach of these Terms; (ii) Any use of your account, the platform, the software and the Services by anyone, including yourself; (iii) Your violation of applicable laws; and/or (iv) Your negligence or misconduct; and, if we give you written instructions, you will, at your expense and expense, defend us in any of the foregoing cases using counsel reasonably acceptable to us.

### 13. PROCESS IN THE EVENT OF DISPUTES

Applies to all disputes regardless of where you live

We try to establish clear rules to reduce and if possible, avoid disputes between you and us. However, if any arise, remember that you have a maximum of 60 calendar days from the occurrence of the event to send us an email to [requestorders@trading-produce.com](mailto:requestorders@trading-produce.com) with the subject "DISPUTE",

indicating your full name, username on the platform, country from which you communicate, summary of the situation specifying day-time, notification email (*which will be the means of communication and notification between you and TRADING PRODUCE*), and if possible, even summary evidence. Hereinafter, any dispute, cause, claim, or discrepancy will be called "claim". You agree that all proceedings related to a claim, including any settlement agreement, will always be kept CONFIDENTIAL by the parties.

Below, we inform you how and where a claim will be resolved, as well as the law that will be applicable.

In addition, you agree to know that the claims listed below do not constitute a claim for TRADING PRODUCE, so they will NOT be addressed: (a) Any claim that you intend to enforce or protect, or that refers to the validity of any of your rights of intellectual property or those of TRADING PRODUCE; (b) Any claim related to, or arising out of, allegations of theft, hacking, invasion of privacy, or unauthorized use.

If any claim arises because of these Terms or the TRADING PRODUCE products or Services, or in relation to them, YOU AGREE that it will be resolved by:

- a) **"Informal direct settlement"** between the parties which will last for a period of thirty (30) calendar days from the notification to TRADING PRODUCE of the claim sent to the email with the specifications initially indicated.
- b) If an agreement is not reached through the "Informal Direct Settlement", the exclusive jurisdiction for all disputes between You and TRADING PRODUCE that are not required to reach Private Arbitration (we will explain it to you later) will be the United States. For this purpose, both you and TRADING PRODUCE waive any objection to jurisdiction and competence in said courts, regardless of the provisions related to conflicts of law.
- c) If the claim cannot be resolved before the US Courts, it will be resolved through **"Private Arbitration"**

## CHAPTER V: FINAL PROVISIONS

### 14. UPDATING MEASURES AND MODIFICATION OF THE TERMS

*Will these Terms change in the future? (Yes, when there is room, that's why remember to check them constantly).*

We want you to know that we may amend, change, modify or revise the Terms at any time. If we materially change these Terms, we will notify you in advance and give you an opportunity to review the changes, except (1) when we launch a new service or feature; or (2) in urgent situations, such as those seeking to prevent continued abuse or respond to legal requirements and/or prevent abuse or harm.

Likewise, you will be given the opportunity to review any new agreement that we present to you and decide if you wish to accept the revised terms. If you accept the new contract, you will be able to continue using the Services of the TRADING PRODUCE platform, if you reject them you will not be able to use them. You are responsible for reviewing the Terms for any changes, so please check back from time to time and remember to keep an eye out for the date of the last update.

TRADING PRODUCE may update these Terms and Additional Terms specific to its Services to: a) Reflect changes that occur in its Services or in its way of doing business; for example, when Services, features,

technologies, prices or benefits are added (or those that have become obsolete are removed); b) For legal, regulatory or security reasons; or c) to prevent abuse or damage.

### 15. WHAT ARE THE COMMUNICATION CHANNELS I HAVE WITH TRADING PRODUCE?

If you are a user, TRADING PRODUCE has provided the following contact channels for you:

**a) Via Email:** You can communicate with us through the email [requestorders@trading-produce.com](mailto:requestorders@trading-produce.com) identifying the kind of issues that we have made known to you. In particular, remember that in this channel we also attend to your Complaints, Claims and Disputes.

If you are an authority, entity, you are acting in compliance with a legal duty or you are a non-exclusive third party, please help us to identify you and manage your request, send us an email to [requestorders@trading-produce.com](mailto:requestorders@trading-produce.com) with the subject "AUTHORITY, ENTITY OR THIRD PARTY", indicate the situation and do not forget to relate the country from where you communicate.

### 16. PROCESSING AND TIME OF TRADING PRODUCE TO ATTEND MY REQUESTS

Remember that through our service channels all requests will be attended to and we will attend to them as soon as possible according to their classification in terms of: subject, date of receipt and complexity. We seek that most of them are attended and answered online, however, due to their subject matter, some could take longer; In any case, don't worry, our TRADING PRODUCE team will tell you the process to follow.

### 17. PERMANENT MEASURES

TRADING PRODUCE performs a permanent monitoring of these Terms, which may lead to the modification of these and additional Terms that we have related, always guaranteeing the rights of all our users. These Terms may ONLY be modified by TRADING PRODUCE, at any time by any user.

### 18. BINDINGNESS OF THE TERMS

All our users, employees, suppliers, contractors, and any owner who has any commercial or contractual relationship with TRADING PRODUCE must voluntarily abide by these Terms, additional policies and internal manuals that may exist for their effective compliance.

### 19. COMPREHENSIVE TERMS

*Are these all the terms or the contract that I must accept?*

*If so, in conjunction with the additional policies that are provided in them. Both you and TRADING PRODUCE agree that you have no recourse regarding any term, condition, representation, warranty or the like that is not expressly set forth in these Terms.*

### 20. VALIDITY

This policy became effective on the day ... (...) of the month of (...) of the year (...).

Date of last update: (...) of the month of (...) of the year (...).

