

RESIN8 USER AGREEMENT TERMS OF SERVICE

1. INTRODUCTION AND ACCEPTANCE

This User Agreement constitutes a binding legal contract between Resin8 LLC, a Delaware limited liability company with principal business operations in Texas and principal engineering operations in Canada (“Resin8,” “Company,” “Us,” “Our,”), and any person or entity accessing or using our industrial equipment marketplace platform (“User,” “You,” “Your”). We operate as a Marketplace Facilitator that connects businesses engaged in buying and selling industrial products, equipment, and related services through our online platform.

By accessing our platform, creating an account, or using any of our services, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions set forth in this Agreement. If you do not agree to these terms in their entirety, you must immediately cease all use of our platform and may not access our services.

This Agreement governs your use of our platform and supplements any additional terms that may apply to specific features or services. Your continued use of our platform following any modifications to this Agreement constitutes your acceptance of such changes.

2. PLATFORM ROLE AND SERVICE LIMITATIONS

We function exclusively as a marketplace facilitator that provides technology infrastructure enabling communication and transactions between independent buyers and sellers. Our role is limited to maintaining the platform, coordinating payment processing through third-party providers, facilitating user communications, and providing access to optional services.

We are not and do not act as a party to transactions between users, an agent or broker for any user, a seller or distributor of equipment, a warranty provider or guarantor of product condition, a shipping or logistics company, an inspector or certifier of equipment, a financing institution, or a legal or technical advisor to any party. We do not take possession of equipment, control pricing decisions, guarantee transaction completion, or assume responsibility for the performance of any user.

All equipment listed and sold through our platform is offered on an "as-is, where-is" basis, meaning buyers accept products in their existing condition and location at the time of sale with all faults, defects, and limitations whether known or unknown. We exercise no control over equipment quality, condition, specifications, performance, user

behavior, transaction outcomes, dispute resolution, product delivery, post-sale support, or regulatory compliance matters.

3. USER OBLIGATIONS AND CONDUCT STANDARDS

You agree to provide accurate, complete, and truthful information in all interactions with our platform and other users. This obligation includes maintaining current account information, providing honest descriptions in any listings or communications, and promptly updating us of any material changes to your business circumstances or contact information.

Your use of our platform must comply with all applicable laws and regulations including but not limited to export control laws, economic sanctions regulations, anti-money laundering requirements, tax obligations, and industry-specific regulations governing your business activities. You are solely responsible for determining which laws apply to your use of our platform and ensuring full compliance with such requirements.

You must maintain adequate insurance coverage appropriate for your business activities conducted through our platform. This includes general liability insurance, professional liability coverage if you provide services, cyber liability insurance covering platform-related activities, and any other coverage required by applicable law or prudent business practice.

You are prohibited from reverse engineering, decompiling, or attempting to recreate any aspect of our platform technology, circumventing our platform to avoid fees after initial contact through our services, using our platform for any illegal or unauthorized purpose, sharing your account credentials with unauthorized persons, or engaging in any conduct that could harm our platform's reputation or functionality.

4. ARTIFICIAL INTELLIGENCE SYSTEMS AND LIMITATIONS

Our platform employs artificial intelligence and machine learning technologies to enhance various aspects of marketplace functionality including listing creation assistance, product identification and categorization, pricing recommendations, fraud detection and prevention, user matching services, and content moderation. These AI tools are designed to assist and support user decision-making rather than replace human judgment or professional expertise.

You acknowledge and understand that artificial intelligence systems have inherent limitations and may produce errors, omissions, or unexpected results. AI-generated content, suggestions, recommendations, valuations, and classifications may contain

material inaccuracies, reflect biases present in training data, fail to account for unique circumstances or recent developments, or prove unsuitable for your specific needs or requirements.

You bear complete responsibility for independently verifying all AI-generated information before making any business, financial, safety, or operational decisions. Our AI tools cannot substitute for physical inspection of equipment, professional engineering or technical analysis, legal advice, financial consultation, or regulatory compliance assessment. Reliance on AI outputs without independent verification is undertaken entirely at your own risk.

We provide all AI tools and services on an "as-is" basis without warranties of any kind regarding accuracy, completeness, reliability, fitness for purpose, or performance. To the maximum extent permitted by applicable law, we disclaim all liability for damages arising from your use of or reliance upon AI systems including incorrect valuations, misclassified equipment, failed fraud detection, algorithmic bias, or any decisions made based upon AI-generated information.

5. TRADE SECRET PROTECTION AND CONFIDENTIAL INFORMATION

You acknowledge that our platform technology, artificial intelligence algorithms, machine learning models, business processes, operational methodologies, pricing strategies, market analytics, user behavior patterns, competitive intelligence, vendor relationships, and technical documentation constitute valuable trade secrets and confidential proprietary information protected under applicable trade secret laws.

You agree to maintain strict confidentiality regarding all trade secrets and proprietary information obtained through your use of our platform. This obligation includes refraining from reverse engineering, decompiling, or attempting to recreate any platform technology or algorithms, disclosing trade secrets or confidential information to third parties without our express written consent, using confidential information for competitive purposes or to develop competing products or services, sharing account credentials or providing unauthorized access to proprietary systems, copying or creating derivative works from proprietary information, or retaining copies of confidential information after account termination.

Violations of trade secret obligations would cause irreparable harm for which monetary damages would be inadequate. We are entitled to seek immediate injunctive relief,

temporary restraining orders, and other equitable remedies without posting bond in the event of trade secret misappropriation. Breach of these obligations may result in immediate account termination, monetary damages as determined by applicable law, disgorgement of profits derived from misappropriation, and recovery of attorney fees and costs.

These trade secret protection obligations survive indefinitely after account termination or agreement expiration, consistent with the perpetual nature of trade secret protection under applicable law.

6. LIABILITY LIMITATIONS AND DAMAGE EXCLUSIONS

Except for violations of confidentiality obligations, willful misconduct, or gross negligence, and to the maximum extent permitted by applicable law, our total aggregate liability for all claims arising from or relating to this Agreement or your use of our platform shall not exceed the lesser of one thousand dollars or the total fees actually received by us from your specific account during the twelve months immediately preceding the event giving rise to liability.

This limitation applies to all types of claims regardless of legal theory including those related to platform use, AI tool performance, user transactions, data loss or corruption, security breaches, payment processing, verification services, sanctions compliance, or any other matter connected to our platform or services.

We are not liable for any indirect, incidental, consequential, special, exemplary, or punitive damages including lost profits, lost revenue, lost business opportunities, business interruption, loss of data or reputation, equipment downtime, replacement costs, third-party claims, regulatory fines or penalties, or damages arising from verification services provided by independent contractors.

You must commence any legal claim against us within one year after the cause of action accrues. Failure to file suit within this limitation period constitutes an absolute bar to such claims regardless of any other applicable statute of limitations.

You agree to indemnify, defend, and hold us harmless from any claims, damages, losses, costs, and expenses including reasonable attorney fees arising from your breach of this Agreement, violation of applicable laws, or misuse of our platform or services.

7. INTERNATIONAL COMPLIANCE AND REGULATORY OBLIGATIONS

Your use of our platform must comply with all applicable international trade laws and regulations. This includes adherence to United States Export Administration Regulations, International Traffic in Arms Regulations, Canadian Export and Import Permits Act, European Union Dual-Use Regulation, and any other export control laws in your jurisdiction.

You must also comply with all economic sanctions administered by relevant authorities including the United States Office of Foreign Assets Control, Canadian Special Economic Measures Act, European Union Consolidated Sanctions List, United Nations Security Council Sanctions, and other applicable sanctions regimes.

You agree to screen all transaction counterparties against applicable restricted party lists before conducting business through our platform and to obtain any required government licenses for controlled technology or dual-use items. You will not use our platform for transactions involving persons or entities on government restricted lists, countries or regions under comprehensive economic sanctions, or products intended for weapons programs without proper authorization.

We reserve the right to immediately suspend or terminate your access if we suspect violations of export control or sanctions laws. You acknowledge that such compliance failures could result in severe civil and criminal penalties under applicable law.

8. DATA PROTECTION AND PRIVACY COMPLIANCE

Our collection, use, and protection of personal information is governed by our Privacy Policy and Data Processing Agreement, which are incorporated herein by reference.

9. DATA LICENSE

You grant Resin8 a non-exclusive, royalty-free, perpetual license to use listing details, search data, user interaction patterns, and transaction details (excluding personal information) to: operate the marketplace and improve services; train machine learning models and develop AI features; generate market insights and analytics; and enhance platform performance and user experience.

10. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of Texas, United States, without regard to conflict of law principles. Subject to mandatory consumer protection laws, all disputes arising from or relating to this Agreement will be resolved exclusively in the state or federal courts located in Texas.

For commercial disputes exceeding \$25,000, we may elect to require binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association conducted in Texas. Arbitration decisions shall be final and binding upon all parties.

To the maximum extent permitted by applicable law, you waive any right to participate in class action lawsuits, collective arbitrations, or representative proceedings against us. You also waive any right to jury trial for disputes arising from this Agreement.

Neither party shall be liable for delays or failures in performance caused by circumstances beyond reasonable control including natural disasters, pandemics, government actions, cyber attacks, infrastructure failures, AI system malfunctions, regulatory changes requiring immediate compliance, international sanctions or trade restrictions, supply chain disruptions, or climate-related events affecting operations.

11. ACCOUNT MANAGEMENT AND TERMINATION

You must maintain accurate account information and complete all verification procedures we may require. We reserve the right to verify your identity, business credentials, and compliance status at any time to ensure marketplace integrity and legal compliance.

This Agreement continues until terminated by either party. You may terminate by providing thirty days written notice. We may terminate immediately upon your breach of this Agreement, commission of fraud, violation of applicable laws, or engaging in conduct harmful to our platform or other users.

Upon termination, your platform access ceases immediately except as necessary to complete pending transactions. Your ongoing obligations including payment duties, warranties, indemnification responsibilities, and trade secret protection continue indefinitely after termination.

12. MODIFICATIONS AND GENERAL PROVISIONS

We may modify this Agreement at any time by providing seven days advance notice for most changes or thirty days notice for significant modifications affecting core terms. For security, compliance, or legal emergency situations, we may implement immediate changes with concurrent notification.

We reserve comprehensive rights to monitor all platform activities, communications, and transactions for compliance, security, and fraud prevention purposes. We may immediately suspend accounts, block transactions, and share information with authorities when required for legal compliance or platform security.

This Agreement represents the complete understanding between the parties and supersedes all prior agreements relating to the subject matter herein. If any provision is found invalid or unenforceable, the remainder shall continue in full force and effect with invalid provisions modified minimally to achieve enforceability.

13. CONTACT INFORMATION

Send all legal notices and formal communications to support@resin8.ai or to our business address at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. We will send notices to the address specified in your account profile.

By using our platform, you acknowledge that you have read, understood, and agree to be bound by all terms of this Agreement