

ARKONA GENERAL TERMS OF TRADE

1. **The User.** By entering into this Agreement or accessing the Arkona website/platform, the user confirms that it accepts the terms of this Agreement and the terms of engagement.
 - 1.1. These policies govern use of Arkona Services. Arkona reserves the right to make changes to the site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.
 - 1.2. When Users use Arkona services or send e-mails, text messages, and other communications to Arkona, User consents to receive communications from Arkona electronically, such as e-mails, texts, mobile push notices, or notices and messages on the site.
 - 1.3. User agrees that all agreements, notices, disclosures, and other communications that Arkona provide electronically satisfy any legal requirement that such communications be in writing.
 - 1.4. By accessing the website/platform, you confirm you are not prohibited, individually or professionally from offering the products to the end user and you understand the intricacies, use and application of the products. If working with Personal Data, User has appropriate Organizational and Technical Measures to ensure the ongoing privacy, safety and security of Personal Data. At any time upon the Company's request, User shall provide the Company with verification of qualifications, age, identity and other necessary information.
 - 1.5. Online Transactions refer to the activity on which Users and Arkona conduct transactions through an online trading system and relevant technical services by Arkona.
 - 1.6. Users agree to lower their risks by acquiring and understanding components of the different products by conducting their own due diligence.
 - 1.7. All rights not expressly granted to User in these Terms are reserved and retained by Arkona or its licensors, suppliers, publishers and rights holders.
 - 1.8. No Arkona Service, nor any part of any Arkona Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Arkona.
 - 1.9. In the event of any conflict between these Conditions of Use and any other Arkona or third-party terms applicable to any portion of Arkona Software, such as open-source license terms, such other terms will not control as to that portion of the Arkona Software and to the extent of the conflict.
2. **The Terms.** The User confirms it is duly authorized to enter into this agreement herein and trade on the Arkona website. Arkona reserves the right to give written notice (on its website) of any required Change. Arkona may propose Changes that promote efficiency, safety, security, productivity or other good business practice, and the users of this platform agree such proposal shall be implemented without their express prior written approval.
 - 2.1. **Account.** In future and under the guidance of Arkona, Users may need personal Arkona accounts to use certain Services, and Users may be required to be logged in to an account and have a valid payment method associated with the account. Users once registered on the Arkona website in their own name may not:

- 2.1.1. Embezzle, falsely use or borrow the name of others or illegally use others' business license or qualification documents for registration.
- 2.1.2. Lease or lend its own business license or qualification documents to others for registration.
- 2.1.3. Use fake, altered, expired or invalid business license or qualification documents for registration.
- 2.1.4. Fills out any information during registration process that violates relevant national laws and regulations, or is suspected of infringing the rights of others or interfering with normal operations of Arkona.
- 2.1.5. User is responsible for maintaining the security and confidentiality of the account and is fully responsible for all activities that occur under the account and any other actions taken in connection with it.
- 2.1.6. User agrees to be legally bound by all interactions established through the account and prompt payments made on orders placed which payment shall not be refundable.
- 2.1.7. All purchases of products from Arkona are made pursuant to a shipment and delivery made by Arkona. However, under certain circumstances subject to order quantities, Arkona may use third party delivery services at an extra cost and insurance. This means that the risk of loss is minimized and title for such items pass to User upon delivery.
- 2.1.8. Arkona will not be liable for any acts or omissions by User, including any damages of any kind. Arkona may suspend, disable, or delete an account (or any part thereof) if determined that there is a violation of any provision of this Agreement or that User's conduct would tend to damage Arkona's reputation and goodwill.
- 2.1.9. User may cancel an account on our website by contacting us as provided.
- 2.2. **Orders and Purchases.** Users shall make orders (must ensure they receive a confirmation from Arkona) of the products and or delivery schedule by an exchange of, preferably email or WhatsApp messenger as per the requirement to be in writing.
 - 2.2.1. Arkona website, these terms and conditions and any other agreement shall govern the purchase and sale of products.
 - 2.2.2. Subject to Users compliance with these Terms, and payment of any applicable fees, Arkona or its content providers grant you a limited, non-exclusive, non-transferable, non-sub licensable license to access and make commercial use of Arkona Services.
 - 2.2.3. Arkona shall treat and accept all sales as binding sales and Users shall be obliged to pay for the same after successfully placing an order in writing and must ensure they receive a confirmation from Arkona.
 - 2.2.4. User commits to buying the relevant product or products upon the buyer's confirmation of purchase and a contract for the sale and purchase of the product or products will come into force accordingly.
 - 2.2.5. Subject to these general terms and conditions, the seller's terms of business shall govern a favorable Service Level Agreement to be entered between Arkona and the User.
 - 2.2.6. Notwithstanding the above, the following provisions will be incorporated into a Service Level Agreement:
 - 2.2.6.1. the price for a product will be as stated in the relevant product listing;

- 2.2.6.2. the price for the product shall include all taxes and comply with applicable laws in force from time to time;
- 2.2.6.3. delivery charges, packaging charges, handling charges, administrative charges, insurance costs and other ancillary costs and charges, shall be payable by Arkona subject to a minimum order placed and paid by the User;
- 2.2.6.4. products shall be satisfactory, fit and safe for any purpose specified in, and conform in all material respects to, the product listing and any other description of the products supplied or made available by the seller to the buyer; and
- 2.2.6.5. Arkona warrants that it has good title to, and is the sole legal and beneficial owner of, the products, and that the products are not subject to any third party rights or restrictions.
- 2.2.7. Arkona attempts to be as accurate as possible. However, Arkona does not warrant that product descriptions or other content of any Arkona Service is accurate, complete, reliable, current, or error-free. If a product offered is not as described, your sole remedy is to return it in unused condition.
- 2.3. **Payments.** User must make payments due under these general terms and conditions in accordance with the Payments Information and Guidelines as provided by Arkona from time to time.
 - 2.3.1. Arkona may agree to a credit period after several transactions and depending on the quantity and frequency of products bought.
 - 2.3.2. This credit period may also be granted to User under exceptional circumstances where the User shall be required to execute a separate Service Level Agreement guiding conduct of trade.
- 2.4. **Confidentiality and Arkona's Rights to use Users Content.** The Parties acknowledge that any Party may disclose confidential information in connection with performance of services under this Agreement and subsequent sale and purchase agreements, and both Parties agrees to preserve such information in confidence and not to disclose any such information to the detriment of each other in connection with any transaction described herein. Similarly, the Parties acknowledges that each may have received confidential information in the past and therefore agree to maintain such information in confidence.
 - 2.4.1. User grants to Arkona a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content across Arkona's marketing channels and any existing or future media.
 - 2.4.2. User grants to Arkona the right to sub-license the rights licensed above.
 - 2.4.3. User grants Arkona the right to bring an action for infringement of the rights licensed herein.
 - 2.4.4. Without prejudice to Arkona's other rights under these general terms and conditions, if User breaches any rules in any way, Arkona may delete, unpublish or edit any content.
- 2.5. **Use of Website and Mobile Applications.** User may:
 - 2.5.1. view pages from Arkona's website in a web browser;
 - 2.5.2. download pages from Arkona's website for caching in a web browser;
 - 2.5.3. print pages from Arkona's website for own personal and noncommercial use, providing that such printing is not systematic or excessive;

- 2.5.4. stream audio and video files from Arkona's website using the media player on the website;
- 2.5.5. use Arkona's marketplace services by means of a web browser, subject to the other provisions of these general terms and conditions.
- 2.5.6. Except as expressly permitted herein or other provisions of these general terms and conditions, User must not download any material from Arkona's website or save any such material to the detriment of Arkona.
- 2.5.7. User may only use Arkona's website for own personal and business purposes in respect of selling or purchasing products.
- 2.5.8. Except as expressly permitted by these general terms and conditions, User must not edit or otherwise modify any material on Arkona's website.
- 2.5.9. User may forward links to products on Arkona's website and redistribute Arkona's newsletter and promotional materials in print and electronic form to only registered and practicing dentists in good standing and patients.
- 2.5.10. Arkona reserves the right to suspend or restrict access to its website, to areas of the website and/or to functionality upon its website. Arkona may, for example, suspend access to the website during server maintenance or when it updates the website. User must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

User must not:

- 2.5.11. use Arkona's website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
- 2.5.12. use Arkona's website in any way that is unethical, unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- 2.5.13. hack or otherwise tamper with Arkona's website;
- 2.5.14. probe, scan or test the vulnerability of Arkona's website without express permission;
- 2.5.15. circumvent any authentication or security systems or processes on or relating to Arkona's website;
- 2.5.16. use Arkona's website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- 2.5.17. decrypt or decipher any communications sent by or to Arkona's website without express permission;
- 2.5.18. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to Arkona's website without express written consent;
- 2.5.19. access or otherwise interact with Arkona's website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- 2.5.20. violate the directives set out in the robots.txt file for the website;

- 2.5.21. use data collected from Arkona's website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing);
- 2.5.22. do anything that interferes with the normal use of Arkona's website;
- 2.6. **Copyright and Trademarks.** Subject to the express provisions of these general terms and conditions:
 - 2.6.1. The User shall not in person, through any third party, directly or indirectly de-formulate or reverse engineer or break down/investigate through any physical, chemical, product performance or surface analyze any Arkona product to try to establish any quantity, morphology or identify the constituents of any product.
 - 2.6.2. Arkona, together with its licensors, own and control all the copyright and other intellectual property rights in Arkona's website and the material on the website.
 - 2.6.3. all the copyright and other intellectual property rights in Arkona's website and the material on the website are reserved.
 - 2.6.4. Arkona's logos and other registered and unregistered trademarks are trademarks belonging to Arkona; no permission is given for the use of these trademarks, and such use may constitute an infringement of Arkona's rights.
 - 2.6.5. any third party registered and unregistered trademarks or service marks on Arkona's website are the property of their respective owners and Arkona do not endorse and are not affiliated with any of the holders of any such rights and as such Arkona cannot grant any license to exercise such rights.
- 2.7. **Data Privacy.** The following shall apply:
 - 2.7.1. Users agree to processing of their personal data in accordance with the terms of Arkona's Privacy and Cookie Notice.
 - 2.7.2. Arkona shall process all personal data obtained through the website and related services in accordance with the terms of Arkona's Privacy and Cookie Notice.
 - 2.7.3. Arkona shall bear no liability to Users in respect of any misuse by any third party of their personal data.
3. **Taxes/Obligations.** Both parties understand they will be personally responsible for any and all their taxes. In addition, the Parties agree to indemnify each other for any and all liabilities or costs related to all the aforementioned.
4. **Limitations and Exclusion of Liability.** Nothing in these general terms and conditions will:
 - 4.1.1. limit any liabilities in any way that is not permitted under applicable law;
or
 - 4.1.2. exclude any liabilities or statutory rights that may not be excluded under applicable law.
 - 4.2. The limitations and exclusions of liability set out in this section and elsewhere in these general terms and conditions:
 - 4.2.1. govern all liabilities arising under these general terms and conditions or relating to the subject matter of these general terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these general terms and conditions.

- 4.2.2. In respect of the services offered to User free of charge Arkona will not be liable to User for any loss or damage of any nature whatsoever.
 - 4.2.3. Arkona's aggregate liability to User in respect of any contract to User under these general terms and conditions shall not exceed the total amount paid and payable to Arkona under the contract. Each separate transaction shall constitute a separate contract for the purpose of this section.
 - 4.2.4. Notwithstanding the above, Arkona will not be liable to User for any loss or damage of any nature, including in respect of:
 - 4.2.4.1. any losses occasioned by any interruption or dysfunction to the website;
 - 4.2.4.2. any losses arising out of any event or events beyond Arkona's reasonable control;
 - 4.2.4.3. any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill;
 - 4.2.4.4. any loss or corruption of any data, database or software; or
 - 4.2.4.5. any special, indirect or consequential loss or damage.
 - 4.2.5. Arkona accepts that it has an interest in limiting the personal liability of its officers and employees and, having regard to that interest, User acknowledges that Arkona are a limited liability entity; User agrees that it will not bring any claim personally against Arkona's officers or employees in respect of any losses it suffers in connection with the website or these general terms and conditions (this will not limit or exclude the liability of the limited liability entity itself for the acts and omissions of its officers and employees).
 - 4.2.6. The website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations. Arkona have no control over third party websites and their contents, and Arkona accepts no responsibility for them or for any loss or damage that may arise from use of them.
5. **Variation.** Arkona may revise these general terms and conditions and the codes, policies and guidelines from time to time.
 6. **Assignment.** User hereby agrees that Arkona may assign, transfer, sub-contract or otherwise deal with its rights and/or obligations under these general terms and conditions.
 - 6.1. User may not without Arkona's prior written consent assign, transfer, sub-contract or otherwise deal with any rights and/or obligations under these general terms and conditions.
 7. **Indemnification.** User hereby indemnify Arkona, and undertakes to keep Arkona indemnified, against:
 - 7.1. any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Arkona to any third party in settlement of a claim or dispute) incurred or suffered by Arkona and arising directly or indirectly out of User's use of Arkona's website or any breach by User of any provision of these general terms and conditions; and
 - 7.2. any VAT liability or other tax liability that Arkona may incur in relation to any sale or supply made through the website, where that liability arises out of

User's failure to pay, withhold, declare or register to pay any VAT or other tax properly due.

8. **Notice.** Any notice to be given by one of the Parties to the other under, or in connection with this Agreement, shall be in writing and signed by or on behalf of the Party giving it, and addressed to the recipient.
9. **No Waivers.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing and signed by an authorized representative of the Party.
10. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the party's intent.
11. **Third Party Rights.** A contract under these general terms and conditions is for Arkona's benefit and User's benefit, and is not intended to benefit or be enforceable by any third party.
 - 11.1. The exercise of the parties' rights under a contract under these general terms and conditions is not subject to the consent of any third party.
12. **Governing Law.** The validity, construction, interpretation of this Agreement shall be governed by and construed in accordance with the laws of Kenya without regard to principles of conflicts of law. The Parties hereby consent and agree to the exclusive jurisdiction of Nairobi.
13. **Disclaimer of Warranties and Limitation of Liability** Arkona services and all information, content, materials, products (including software) and other services included on or otherwise made available to User are provided by on an "as is" and "as available" basis, unless otherwise specified in writing. Arkona makes no representations or warranties of any kind, express or implied, as to the operation of Arkona services, or the information, content, materials, products (including software) or other services included on or otherwise made available to User, unless otherwise specified in writing. User expressly agrees that its use of the Arkona services is at User's sole risk.
 - 13.1. To the full extent permissible by law, Arkona disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Arkona does not warrant that the Arkona services, information, content, materials, products (including software) or other services included on or otherwise made available to User, Arkona's servers or electronic communications sent from Arkona are free of viruses or other harmful components. To the full extent permissible by law, Arkona will not be liable for any damages of any kind arising from the use of any Arkona service, or from any information, content, materials, products (including software) or other services included on or otherwise made available to User through any Arkona service, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.