



USER AGREEMENT

1. INTRODUCTION

- 1.1 Welcome to Flower Meister International ("FMI", the "Site"), a marketplace operated by Otani Trading Pte. Ltd. ("Operator") that connects flower companies from around the world.
- 1.2 Please read the following User Agreement carefully before using this Site or opening an FMI account ("Account") to become a user ("User") of the Site, so that "You" are aware of your legal rights and obligations with respect to FMI, its affiliates, and subsidiaries (individually and collectively, "we", "us" or "our"). The "Services" we provide or make available include (a) the Site, (b) the services provided by the Site and by other Users, and (c) all information, linked pages, features, data, text, images, photographs, or other material made available through the Site or its related services ("Content"). Any new features added to or augmenting the Services are also subject to this User Agreement. Any references to FMI and Operator are used interchangeably in this User Agreement but the Operator is implied where the context is a legal entity.
- 1.3 The Services include an online platform that provides a place and opportunity for the sale of goods between the buyer ("Merchant") and the seller ("Vendor"). The actual contract for sale is directly between the Merchant and the Vendor and the Operator is not a party to that or any other contract between Merchant and Vendor and accepts no obligations in connection with any such contract. Parties to such transactions will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase, and the like. The Operator is not involved in the transaction between Users, except to the extent of facilitating the transfer of information in both directions, coordination, and handling of payments. FMI may or may not pre-screen Users or the content or information provided by Users. FMI reserves the right to remove any content or information posted by Users on the Site. FMI cannot ensure that Users will actually complete a transaction.
- 1.4 Before becoming a User of the Site, you must read and accept all of the terms and conditions in, and linked to, this User Agreement and you must consent to the processing of your Personal data as described in the FMI Privacy Policy.
- 1.5 FMI reserves the right to change, modify, suspend or discontinue all or any part of the Site or the Services at any time. FMI may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. FMI may also impose limits on certain features or restrict your access to parts of or, the entire Site or Services in its sole discretion and without notice or liability.
- 1.6 FMI reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason.



2. PRIVACY

- 2.1 Your privacy is important to us at FMI. To better protect your rights we have provided the FMI Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how FMI collects and uses the information associated with your Account and/or your use of the Services (the "User Information"). By using the Services or providing information on the Site, you:
- a) consent to FMI's collection, use, disclosure, and/or processing of your Content, personal data, and User Information as described in the Privacy Policy;
 - b) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and FMI; and
 - c) shall not, whether directly or indirectly, disclose your User Information to any third party outside of FMI, or otherwise allow any third party outside FMI to access or use your User Information, without FMI's prior written consent.
- 2.2 Users in possession of another User's personal data using the Services (the "Receiving Party") hereby agree that they will
- a) comply with all applicable personal data protection laws with respect to any such data;
 - b) allow the User whose personal data the Receiving Party has collected (the "Disclosing Party") to remove his or her data so collected from the Receiving Party's database; and
 - c) allow the Disclosing Party to review what information has been collected about them by the Receiving Party, in compliance with and where required by applicable laws.

3. LIMITED LICENSE

- 3.1 FMI grants you a limited and revocable license to access and use the Services subject to the terms and conditions of this User Agreement. All proprietary content, trademarks, service marks, brand names, logos, and other intellectual property ("Intellectual Property") displayed in the Site are the property of FMI and where applicable, third-party proprietors identified in the Site. No right or license is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title, or interest therein.
- 3.2 By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site, and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site, or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider, or any other automatic device or manual process to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).

4. ACCOUNTS AND SECURITY

4.1 Some functions of our Services require registration for an Account by selecting a unique user identification ("User ID") and password, and by providing certain personal information. You may be asked to provide information about your business, which FMI deems necessary, during the registration process. If you select a User ID that FMI, in its sole discretion, finds offensive or inappropriate, FMI has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. FMI has not reviewed and assumes no responsibility for any third-party content, functionality, security, services, privacy policies, or other practices of those products, websites, or services. If you do so, the User Agreement for those products, websites, or services, including their respective privacy policies, if different from this User Agreement and/or our Privacy Policy, may also apply to your use of those products, websites, or services.

4.2 You agree to:

- a) keep your password confidential and use only your User ID and password when logging in;
- b) ensure that you log out from your account at the end of each session on the Site;
- c) immediately notify FMI of any unauthorised use of your Account, User ID and/or password;
and
- d) ensure that your Account information is accurate and up to date.

You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. FMI will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this section.

4.3 You agree that FMI may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate your Account and your User ID, remove or discard from the Site any Content associated with your Account and User ID, withdraw any subsidies offered to you, cancel any transactions associated with your Account and User ID, temporarily or in more serious cases permanently withhold any sale proceeds or refunds, and/or take any other actions that FMI deems necessary. Grounds for such actions may include, but are not limited to, actual or suspected:

- a) extended periods of inactivity;
- b) violation of the letter or spirit of this User Agreement;
- c) illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour; or
- d) behaviour that is harmful to other Users, third parties, or the business interests of FMI.

Use of an Account for illegal, fraudulent, harassing, defamatory, threatening, or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, FMI may terminate your Account immediately with or without notice.

- 4.4 Users may terminate their Account if they notify FMI in writing (including via email at sales@support.flowermeister.com) of their desire to do so. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or the like, and Users must contact FMI after he or she has promptly and effectively carried out and completed all incomplete transactions according to the User Agreement. FMI shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Users waive any and all claims based on any such action taken by FMI.

5. TERMS OF USE

- 5.1 In connection with using or accessing our Services you will not:
- a) breach or circumvent any laws, regulations, third-party rights or our systems, Services, policies, or determinations of your account status;
 - b) use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services, or are a person with whom transactions are prohibited under economic or trade sanctions;
 - c) fail to pay for items purchased by you;
 - d) fail to deliver items sold by you;
 - e) post false, inaccurate, misleading, deceptive, defamatory, or libellous content;
 - f) transfer your FMI account and user ID to another party without our consent;
 - g) distribute viruses or any other technologies that may harm FMI or the interests or property of users;
 - h) use any robot, spider, scraper, data mining tools, data gathering, and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of FMI;
 - i) interfere with the functioning of our Services, such as by imposing an unreasonable or disproportionately large load on our infrastructure;
 - j) infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to FMI. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to FMI or someone else;
 - k) infringe any Intellectual Property Rights that belong to third parties affected by your use of our Services or post content that does not belong to you;
 - l) harvest or otherwise collect information about users without their consent; or
 - m) circumvent any technical measures used to provide our Services.

- 5.2 If we believe you are abusing FMI and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.
- 5.3 We may cancel unconfirmed accounts or accounts that have been inactive for a substantial period of time. Additionally, we reserve the right to refuse, modify or terminate all or part of our Services to anyone for any reason at our discretion.

6. LISTING AND PURCHASE CONDITIONS

- 6.1 The Vendor has full responsibility for the item offered and the accuracy and content of the listing. Vendors should write their own descriptions and use their own image(s) to give an accurate representation of the items and not infringe on anyone else's content rights. All listings must be physical items. Vendors must provide clear and accurate information about the items.
- 6.2 The Vendor must not ship orders unless the order status changes to "payment secured" on the FMI order page. If the Vendor arranges shipment to the Merchant without waiting for payment to be secured, then FMI will not be held liable if the Merchant does not pay for the order, and hence no payment is made to the Vendor by FMI.
- 6.3 The Merchant enters into a legally binding contract to purchase an item when an order is accepted by the Vendor. Actual products and quantity supplied are subject to change depending on the Vendor's situation and availability.
- 6.4 Once an order has been processed and delivery has been arranged for, FMI will be not able to cancel, stop or delay the delivery, nor change the port of arrival.
- 6.5 The Merchant can only cancel confirmed orders if the Vendor agrees to the cancellation. The Vendor may also charge a cancellation fee at its discretion to cover costs such as, but not limited to, costs already incurred, cancellation fees of logistics companies, or lost income. Normal usage fees will apply to both Vendor and Merchant, for cancellation fees.
- 6.6 Vendors and Merchants are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

- 6.7 The Vendor must ensure that all export documentation required, such as, but not limited to Phytosanitary Certificates and Certificates of Origin, is obtained and all export permits, if applicable, are obtained. The Vendor must also supply all additional documentation requested by the Merchant at the time of the order. If the Merchant is not able to import items because the Vendor did not enclose the documentation requested by the Merchant at the time of the order, then the Vendor will be held liable for the cost of the item as well as the cost of transportation of the item that could not be imported by the Merchant.
- 6.8 The Vendor must ensure that all items are packed in a way that is suitable for international transport.
- 6.9 The Merchant must ensure that the item ordered can be imported into the destination country. The Merchant is responsible for checking any import restrictions that are in place. Neither the Vendor nor the Operator will be held responsible if the items cannot be imported.
- 6.10 Violations of this User Agreement may result in a range of actions, including, without limitation, any or all of the following:
- a) Listing deletion;
 - b) Limits placed on Account privileges;
 - c) Account suspension and subsequent termination;
 - d) Criminal charges; or
 - e) Civil actions, including without limitation a claim for damages and/or interim or injunctive relief
- 6.11 If you believe a User on our Site is violating this User Agreement, please contact sales@support.flowermeister.com.

7. SHIPPING

- 7.1 Final freight cost will be charged according to the final chargeable weight and effective freight rates at the time of shipment. Please note that there may be some deviation from the estimated chargeable weight on the order, due to reasons such as packing concerns or differences in manual measurements by the forwarder or customs agents.
- 7.2 Flight details, including date of arrival, as well as freight rates and charges may be subject to change after the shipment has been confirmed, due to unavoidable situations that affect the forwarder and airline, such as weather conditions or airspace restrictions.
- 7.3 Once the AWB number and shipping documents for an order has been provided, merchants are responsible for tracking their shipment details and arranging for customs clearance at their own convenience.

8. PAYMENTS

8.1 Payment to Vendors:

- a) Payment to Vendors will be made once per month on a “Payment Day” to the bank account the Vendor registers on FMI unless other arrangements have been made between a Vendor and the Operator. If the Payment Day falls on a non-banking day in Singapore, payment will be made on the banking day following the Payment Day. This payment is free with no withdrawal fees or transfer deductible from the Vendor account. Payments for all invoices issued within a calendar month will be paid on the 10th of the following month by default (the “Payment Day”).
- b) If a Vendor requires more frequent payments, the Vendor may submit a withdrawal request. A handling fee will apply for each withdrawal request, calculated as a percentage of the withdrawal amount subject to a minimum amount, or as a fixed amount, as determined by FMI. The applicable fees will be listed on the withdrawal request page on FMI.
- c) Any fees deducted by the recipient bank for accepting foreign transfers must be borne by the Vendor
- d) Handling fees as determined by FMI are subject to change from time to time. Prior notice will be provided via email in advance.

8.2 Payment from Merchants:

- a) Merchants are required to make full payment based on the total value of the shipment, or estimated order amount in cases where the final price is not fixed at the time of order, before orders can be processed.
- b) For any additional products or changes that increase the order value, Merchants will need to top up the required amount in full before Vendors can proceed with the order.
- c) Payments for orders may be done via bank transfer, credit card, or from Account balances held on FMI. If a merchant has a credit limit with FMI, the balance can be overdrawn by the amount of the credit limit.
- d) International bank transfers must be made with the fee category OUR (Merchant covers all bank fees).
- e) Credit card transaction fees will apply in case credit cards are used. The applicable credit card fees will be listed on the payment page.
- f) Further payment methods may be available in some jurisdictions. If additional fees are involved, these will be clearly indicated on the payment page.
- g) Merchant may top-up their FMI account to maintain a balance. If the Merchant subsequently wishes to withdraw the top-up balance, the Merchant may contact FMI customer service. A handling fee may apply for each withdrawal request, calculated as a percentage of the withdrawal amount subject to a minimum amount, or as a fixed amount as determined by FMI.
- h) FMI may provide credit to Merchants. The decision of whether to offer credit and the credit amount is made solely by FMI and is subject to change at the sole discretion of FMI. Prior notice will be provided via email in advance.

- i) For credit amounts that are not paid by the agreed upon terms, interest will be charged at 12% pa on a compounded basis. Any legal, administrative, or other costs associated with collecting overdue amounts that FMI needs to endure, will be charged to the Merchant.

9. USAGE FEES

9.1 Usage fees are determined by FMI and may change from time to time. Users will be notified when a change in fees occurs. All applicable usage fees will be shown on the order page.

9.2 For Vendors:

- a) Vendors are liable for usage fees, which will be a percentage of the total order amount, arising out of all sales made using some or all of our Services, even if sales terms are finalized or payment is made outside of FMI.
- b) In particular, if Vendors offer or reference your contact information or ask a Merchant for their contact information in the context of buying or selling outside of FMI, you may be liable to pay a usage fee applicable to that item, even if the item doesn't sell, given your usage of our Services for the introduction to a buyer.
- c) In the event of a claim, the Vendor is still liable to pay full usage fees, based on the original order amount.
- d) Payment of usage fees: An invoice will be issued for the usage fee. This invoice can either be separately paid by credit card or bank transfer or deducted from the balance held on FMI. Unless usage fees are paid separately before an automated or requested payout, the accumulated usage fee amount will be deducted from the payout balance.

9.3 For Merchants:

- a) Merchants are liable for usage fees, which will be a percentage of the total confirmed order amount.
- b) In the event of a claim, a Merchant is still liable to pay full usage fees based on the original order amount. If a claim is substantial or a Merchant is dissatisfied in paying full usage fees, the Merchant can submit a request to review usage fees. All such requests will be considered on a "case by case" basis.
- c) Usage fees can be added to the invoice of the order, or a separate invoice can be issued just for the usage fee. Payment of the usage fee can be made with the same methods described in section 7.2.

10. DISPUTES AND CLAIMS

- 10.1 In the event a problem arises in a transaction, the Merchant and Vendor agree to communicate with each other on the Site to attempt to resolve any disputes by mutual discussion, which FMI shall use reasonable commercial efforts to facilitate.
- 10.2 All Merchants are responsible for raising and submitting their own claims on FMI with adequate supporting documents for the claim such as photographs, video evidence, data from temperature recorders and description of damages, within 48 hours after shipment arrival. Vendors agree to give Merchants 48 hours after arrival at the destination port to submit claims.
- 10.3 Vendors are generally not expected to accept claims for the freight cost, as this is outside their control. FMI can assist in submitting claims to the airlines on behalf of the Merchant if the freight was arranged by FMI or by the vendor. However, it should be noted that it is not uncommon for airline claim proceedings to take over 6 months and the compensation offered will be at the airline's discretion. FMI will endeavour to offer guidance based on past experience.
- 10.4 Each Merchant and Vendor covenants and agrees that it will not bring suit or otherwise assert any claim against FMI or its Affiliates (except where FMI or its Affiliates is the Vendor of the product that the claim relates to) in relation to any transaction made on the Site or any dispute related to such transaction.
- 10.5 The claim process is between Vendor and Merchant. For the claim to be valid, both Vendor and Merchant must agree to the claim amount on the Site.
- 10.6 The final decision on any claims will be made by the Vendor. However, should the need arise, FMI will assist to mediate between both parties to reach a solution.
- 10.7 Provided that all items ordered arrived at the destination port, FMI will release the full order amount to the Vendor, if no agreement can be reached between the merchant and vendor within 10 days of claim submission. Both Merchants and Vendors are however strongly encouraged to amicably settle claims, as repeated dishonest or insincere conduct may lead to suspension or cancellation of their FMI accounts.
- 10.8 The Vendor can request FMI to extend the claim resolution period by an additional 10 days if he/she wishes to continue discussions with the Merchant.
- 10.9 If it can be shown through shipping documents or other objective proof that ordered products did not arrive at the destination, then FMI will deduct the cost of the items that did not arrive from the balance of the Vendor, and credit the Merchants account with the same amount.

11. RELEASE AND INDEMNITY

- 11.1 If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.
- 11.2 You agree to indemnify, defend and hold harmless FMI, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs, and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to:
- a) any transaction made on the Site, or any dispute in relation to such transaction (except where FMI or its Affiliates is the Seller in the transaction that the dispute relates to);
 - b) the FMI Guarantee;
 - c) the hosting, operation, management and/or administration of the Services by or on behalf of FMI;
 - d) your violation or breach of any term of this User Agreement or any policy or guidelines referenced herein;
 - e) your use or misuse of the Services;
 - f) your breach of any law or any rights of a third party;
 - g) any Content uploaded by you.

12. GENERAL PROVISIONS

- 12.1 FMI reserves all rights not expressly granted herein.
- 12.2 FMI may modify this User Agreement at any time by posting the revised User Agreement on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised User Agreement.
- 12.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

- 12.4 Nothing in this User Agreement shall constitute a partnership, joint venture, or a principal-agent relationship between you and FMI, nor does it authorise you to incur any costs or liabilities on FMI's behalf.
- 12.5 The failure of FMI at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.
- 12.6 This User Agreement is solely for your and our benefit and is not for the benefit of any other person or entity, except for FMI's affiliates and subsidiaries (and each of FMI's and its affiliates' and subsidiaries' respective successors and assigns).
- 12.7 The terms set forth in this User Agreement and any agreements and policies included or referred to in this User Agreement constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by this User Agreement, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise, or assurance of any person other than as expressly set out in this User Agreement. Each party irrevocably and unconditionally waives all claims, rights, and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. This User Agreement may not be contradicted, explained, or supplemented by evidence of any prior agreement, any contemporaneous oral agreement, or any consistent additional terms.
- 12.8 If you have any questions or concerns about this User Agreement or any issues in this User Agreement or on the Site, please contact us at: sales@support.flowermeister.com.

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