



## RawConnect User Agreement

### Introduction

In this User Agreement, these entities are individually and collectively referred to as "RC (RawConnect LLC," "we," or "us."

This user agreement encompasses all of RC's policies as posted on our website [www.rawconn.com/policies](http://www.rawconn.com/policies). You agree to comply with all of the terms of service within the user agreement when accessing or using our services or conducting any actions within the scope of our services.

### About RawConnect

We are a virtual and quality driven business-to-business (B2B) marketplace for the life sciences community to connect and transact new, used, and excess raw materials, consumables, and equipment. The actual transaction or contract for sale is executed directly between vendors (or seller) and buyers. RC is not a traditional auctioneer, nor does RC take title of products, provide warranties, or guarantee quality of products.

While we may provide pricing, shipping, listing, sourcing, and other information in our platform as part of our services, such guidance is solely informational and you as the vendor may decide to follow it or not, and you as the buyer must decide whether to use that information to contract a deal. Also, while we may help facilitate the resolution of disputes through various programs, RC has no control over and does not guarantee: the existence, quality, safety, or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

RC services include an automated portal that allows vendors to connect their banking institution with Stripe, a global provider of banking merchant services. This allows the vendor to accept credit card or other authorized payment forms from vendors to facilitate direct payment from buyers. This does not make RC responsible for: the existence, quality, safety, or legality of products advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

### Using RawConnect

In connection with using or accessing the services you will not:

post, list, or upload products that meet the following categories;

- Active Pharmaceutical Ingredient (API)
- Intermediates (see 21 CFR)

- Medical Devices as outlined in 21 CFR Parts 800-1299
- Authorized sources of narcotic raw materials as outlined in 21 CFR Part 1308
- Non-life science products (must have or will be used in a life science capacity)
- Proprietary products, e.g., cell banks
- Undocumented raw materials and components (all must have a Certificate of Analysis)
- Non-physical transactions, e.g., advertising plant capacity, promoting or advertising items without intention to sell, and the like.

post, list or upload products or items in inappropriate categories;

breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;

use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), not a representative of the approved organization, or are temporarily or indefinitely suspended from using our sites, services, applications or tools;

fail to pay for items purchased by you, unless you have a valid reason as set out in an RC policy, for example, the Vendor has shipped a materially different item than what was agreed;

fail to deliver items sold by you, unless you have a valid reason as set out in an RC policy, for example, the buyer fails to comply with the posted terms in your listing or you cannot contact the buyer;

post false, inaccurate, misleading, deceptive, defamatory, or libelous content;

take any action that may undermine the quality of the product after the agreement;

transfer your RC account and user ID to another party without our consent;

distribute or post spam, unsolicited or bulk electronic communications, chain letters, pyramid schemes, or any other content not related to raw materials, equipment, parts, excipients, or similar life science items;

distribute viruses or any other technologies that may harm RC or the interests or property of users;

use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose;

interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure without prior consent by RC;

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 RC. 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 RC or someone else;  
infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or  
post content that does not belong to you;

use RC's services to identify potential buyers or vendors and circumvent RC's fee structure associated with  
those services outside RC's platform or purview;

commercialize any RC application or any information or software associated with such application, except  
with the prior express permission of RC;  
harvest or otherwise collect information about users without their consent; or

circumvent any technical measures we use to provide the Services.

Sellers and Buyers must meet RC's minimum performance standards. Failure to meet these standards may  
result in RC charging you additional fees, and/or limiting, restricting, suspending, or downgrading your  
account as a seller or buyer.

If we believe you are abusing RC 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.

If we believe you are violating the policy on offers to buy or sell outside of RC, you may be subject to a  
range of actions, including limits on your buying and selling privileges, restrictions on listings and account  
features, suspension of your account, application of fees, and recovery of expenses for policy monitoring and  
enforcement. If you are a seller and you offer or reference your contact information or ask a buyer for their  
contact information in the context of buying or selling outside of RC's purview, you may be liable to pay a  
final value fee applicable to that item, even if the item does not sell. Contact information is permitted to be  
distributed for the sole purpose of expediting transactions and providing flexibility for communication, but  
all transactions must be completed using RC's services.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or  
discontinue our Services. Additionally, we reserve the right to refuse or terminate all or part of our Services  
to anyone for any reason at our discretion.

### **Policy Enforcement**

When a buyer or seller issue arises, we may consider the user's performance history and the specific  
circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an  
effort to do the right thing for both buyers and sellers. All RC policies can be found here. These policies are  
highlighted in proceeding sections and include:

- 14-Day Money Back Guarantee Policy
- Quality Policy

- Privacy Policy
- Shipping Policy
- Listing Policy
- Transparency Policy
- Registration Policy
- Deviations Policy
- Returns Policy
- Supplemental Agreements Policy

## **Fees**

The default fees charged for using our Services are a 20% commission on the price of products to be paid by the Seller upon a successful transaction. Fees may vary depending upon the nature of the vendor and their requirements, and such arrangements can be made to supplement these terms. Any changes to fees will be provided with a 14-day notice.

Vendors must pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due if an invoiced (net) deal, we may retain collection agencies and legal counsel, and, for accounts over 60 days past due. Each 30 days of past due payment of fees will add an additional 3% to the commissions total. RC, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information RC reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at RawConnect LLC 100 S. Commons Ste 102, Pittsburgh, PA 15212. If you wish to dispute the information a collection agency reported to a credit bureau regarding your RC account, you must contact the collection agency directly.

Seller fees don't purchase exclusive rights to item exposure on RC, whether on a web page, mobile app, or otherwise.

## **Quality of Listing Conditions**

When listing an item, you agree to comply with RC's Listing policy and that:

you are responsible for the accuracy of the information of the listing and item offered;

your listing or updates to current listings may not be immediately searchable by keyword or category for up to 24 hours;

content that violates any of RC's policies may be modified, obfuscated or deleted at RC's discretion;

we may revise product data associated with listings to supplement, remove, or correct information;

we strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:

- buyer's location, search query, browsing site, and history;
- item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance

to the user query;

- seller's history, including listing practices, detailed seller ratings, RC policy compliance, feedback, and defect rate;
- cGMP, or other governing quality standard, information provided in the description

### **Purchase Conditions**

When buying an item, you agree to the rules and policies for buyers and that:

you are responsible for reading and understanding the full item listing before entering an agreement and/or purchasing the item;

you enter into a legally binding contract to purchase an item when you commit to buy an item by clicking the 'submit my order' link. You may be required to sign the sales invoice in order to memorialize the deal and ensure the quality of information that underpins the transaction is legally accurate according to 21 CFR Part 11 standards;

we do not transfer legal ownership of items from the seller to the buyer. Such legality happens as result of the payment between buyers and sellers.

### **Content**

When providing content using the Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights (as defined above) you have in that content in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce against RC, our assignees, our sublicensees, and their assignees your Intellectual Property Rights in that content in connection with our, those assignees', and those sublicensees' use of that content in connection with our provision, expansion, and promotion of the Services.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this User Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any Intellectual Property Rights of any third party. RC takes no responsibility and assumes no liability for any content provided by you or any third party.

We offer product data (including images, descriptions and specifications) that are provided by third parties (including RC users). You may use that content solely in your RC listings. RC may modify or revoke that permission at any time in our sole discretion. The product data includes copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings in the product data and not to create any derivative works based on that data (other than by including the data in your listings).

We try to offer reliable product data, but cannot promise that the content provided through the Services will always be available, accurate, complete, and up-to-date. You agree that RC is not responsible for examining

or warranting the listings or content provided by third parties through the Services, and that you will not attempt to hold us or our data providers liable for inaccuracies. As a seller, you agree to ensure that content directly associated with your listings is accurate.

Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code.

### **Holds**

To protect the marketplace from quality related issues, RC may recommend that Stripe restrict access to funds in a seller's stripe account based on certain factors, including, but not limited to, selling history, seller performance, returns, riskiness of the listing category, transaction value, or the filing of an RC Money Back Guarantee case. This may result in Stripe restricting funds in your Stripe account. All payments through stripe will require the vendor implement a 14-day hold regardless of the agreement between the buyer and seller in order to honor RC's 14-day money back guarantee. Additionally, RC may automatically refund a buyer if the request for return or cancellation is made within 14 days of the transaction sale date (payment or signature).

### **Supplemental/Additional Terms**

Vendors and buyers and welcome to engage in any supplemental agreement so long as it is legal and this user agreement is not violated.

### **Returns and Cancellations**

Sellers can create rules to automate replacements, returns, and refunds under certain circumstances. There is a standard returns process as outlined in RC's return policy below. Sellers are responsible for communicating with buyers and facilitating returns.

When an item is returned, to refund the buyer, you (as seller) authorize RC to request that Stripe remove the refund amount (in same or other currency) from your Stripe account and/or charge your payment method on file.

You authorize RC to approve a return payment to the seller within the 14-day window and request stripe automatically return monies. RC returns fees to the vendor if within the 14-day period as well. If outside the 14-day window, Vendors and Buyers work through the return according to their supplemental agreements as required. Additionally, RC is not obligated to return fees if the return is requested outside of 14 days. The cost of returns and associated shipping is the vendor's responsibility unless otherwise agreed by the buyer and seller. The buyer is either responsible for invoicing the seller the return shipping costs or the vendors facilitates the shipping and payment.

### **Shipping**

Our shipping policy highlights shipping requirements. All shipping is facilitated by the seller and at their expense. RC does not impose global shipping standards or provide shipping services. The seller may set up their own shipping methods using our platform and services to include price, steps, weights, dimensions, and the like.

## RC Money Back Guarantee

RC anticipates a majority of transactions to go smoothly, professionally, and with a quality-driven approach. If there's a problem with a purchase, the RC Money Back Guarantee Policy helps buyers and sellers communicate and resolve issues. You agree to comply with the policy and permit us to make a final decision on any RC Money Back Guarantee case.

All payments for transactions will have a 14-day money back guarantee window where payment holds will be placed on transactions by the vendor.

If you (as vendor), choose to reimburse a buyer, or are required to reimburse a buyer or RC under the RC Money Back Guarantee, you authorize RC to request that stripe to remove the reimbursement amount (in same or other currency) from your stripe account, place the amount on your invoice, and/or charge your payment method on file. If we cannot get reimbursement from you, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

If invoicing services are used, the buyer agrees not to pay the seller within the 14-day window.

## Payment

Payment options for RC include the following:

Stripe merchant account of Seller (includes different methods of payment, most notably credit).

Invoicing (net 30 or 60) – Seller is responsible for sending a net 30 or 60 invoice within 3 business days of the transaction agreement. Seller is responsible for paying RC's net 30 invoice of the agreed commissions contingent upon payment from the seller. RC's net 30 invoice to sellers will begin on the last eligible day of payment from the buyer based on the invoice's signage date.

## Disclaimer of Warranties; Limitation of Liability

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Such functionality is subject to delays beyond RC's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

the content you provide (directly or indirectly) using the Services;

your use of or your inability to use our Services;

pricing, shipping, format, or other guidance provided by RC;



viruses or other malicious software obtained by accessing or linking to our Services;

glitches, bugs, errors, or inaccuracies of any kind in our Services;

damage to your hardware device from the use of any RC Service;

the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;

a suspension or other action taken with respect to your account or breach of the Abusing RC Section above;

the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or

your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

The buyer understand RC does not provide warranty or guarantee the information associated with posted items are accurate or fulfill the buyer's needs or quality requirements.

### **Release**

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.

### **Indemnity**

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of RC's Services or your breach of any law or the rights of a third party.

### **Legal Disputes**

You and RC agree that any claim or dispute at law or equity that has arisen, or may arise, between you and RC (including any claim or dispute between you and a third-party agent of RC) that relates in any way to or arises out of this or previous versions of this User Agreement, your use of or access to the Services, the actions of RC or its agents, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

### *Applicable Law*

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Pennsylvania, without regard to principles of conflict of laws, will govern this User Agreement and any



claim or dispute that has arisen or may arise between you and RC, except as otherwise stated in this User Agreement.

#### *Agreement to Arbitrate*

You and RC each agree that any and all disputes or claims that have arisen, or may arise, between you and RC (including any disputes or claims between you and a third-party agent of RC) that relate in any way to or arise out of this or previous versions of the User Agreement, your use of or access to the Services, the actions of RC or its agents, or any products or services sold, offered, or purchased through the Services shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

#### *Arbitration Procedures*

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules and procedures, including the AAA’s Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA’s rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The use of the word “arbitrator” in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the AAA’s rules will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, an official Notice of Dispute (“Notice”).

The Notice to RC should be sent to RawConnect LLC, 100 S. Commons Ste 102, Pittsburgh, PA 15212. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and RC are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or RC may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA’s site at [www.adr.org](http://www.adr.org). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party.

The arbitration hearing shall be held in the county in which you reside or at another mutually agreed location.

#### *Costs of Arbitration*

Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in this Agreement to Arbitrate.

#### **General**

We may amend this User Agreement at any time by posting the amended terms on [www.rawconn.com](http://www.rawconn.com), by emailing active account holders, or requiring an acceptance of our new terms prior to logging in or completing a transaction. RC will provide a 30-day notice before any material changes go into effect. Buyers

and Sellers agree that subsequent term changes do not require signature on a 21 CFR Part 11 system, requiring only notice of updates. This User Agreement may not otherwise be amended except through mutual agreement by you and an RC representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies and terms posted on our Services may be changed from time to time. Changes take effect when we post them on the RC Service.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement and all terms and policies posted through our Services set forth the entire understanding and agreement between you and RC, and supersede all prior understandings and agreements of the parties.