

(Last Updated: July 8, 2025)

Disclaimer of Responsibility

BrandMart explicitly disclaims responsibility for the actions of the company, platform, company shareholders, or any individuals utilizing the platform. Users engaging in deals and business transactions on BrandMart do so at their own risk. Additionally, Manufacturers are required to pay a subscription fee, and brand holders are required to pay a 2% transaction fee to BrandMart, not including any banking or payment gateway fee that may be applicable by a third party. It's crucial to note that users are not entitled to request penalties or any other compensation for any reason.

General Terms & Conditions of BrandMart

1. General Provisions

These Terms and Conditions (the "**Terms**") govern your use of our website and services as a marketplace for white-label and private-label products (the "**Marketplace**") and all associated services (together with the Marketplace, the "**Services**") and establish the legal framework governing the relationship between you and BRAND-MART CORPORATION, (doing business as "**BrandMart**"), a Canadian Company located at 305-2150 Bellevue Ave. West Vancouver, BC., V7V 1C3 Canada, and managed by directors Omid Qashqai, Founder, and Sean Flynn, CEO.

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you are not permitted to use the Services. You can reach out to us via email at support@BrandMart.com.

These Terms serve to clarify the rights, duties, and responsibilities of all parties involved in the usage of the Services. All disputes, controversies, or claims arising out of or in connection with the use of the Services shall be settled under the jurisdiction of Vancouver, British Columbia, and are governed by the laws of Canada applicable within.

2. Definitions

In the context of these Terms, the following terms have been defined to ensure clarity and mutual understanding:

2.a "BrandMart" (or "Marketplace")

Refers to the digital marketplace platform, consisting of a business-to-business ("**B2B**") marketplace and complementary software, operated by BRAND-MART CORPORATION, providing a solution for companies worldwide to offer their products on white labels. Manufacturers and Brand Holders/Retailers use the platform to connect, place bulk orders, and customize products with their logos and

colours. Prices will vary depending on the quantity of the order. BrandMart includes a comprehensive set of features and additional services that streamline the facilitation of the process between Manufacturers and Retailers, between Manufacturers and Manufacturers and between Retailers and Retailers.

"User"

Any individual, business entity, or representative thereof of a Manufacturer or a Retailer that registers, logs in, browses, or engages in any activity on BrandMart.

"Manufacturer"

A user who manufactures, lists, promotes, sells, or offers products or services on BrandMart.

"Retailer"

A Brand Holder or Retailer user who browses, inquires about, or purchases products or services on BrandMart.

"Content"

Any form of data, information, graphics, text, or images that are uploaded, submitted, or displayed on BrandMart.

"Product Images"

Specific visual representations or photographs of products uploaded by Manufacturers for the purpose of listing or advertising on BrandMart.

"Membership"

Refers to the established relationship between the User and BrandMart, commencing upon the successful registration of the User to our Services.

Memberships are free for Retailers who gain access to the Marketplace and its basic features without a monthly or annual fee. Retailers are currently subject to a 2% transaction fee as further outlined in Section 7 of these Terms. Certain additional variable costs similar to transaction fees may occur. Hence, a User under a free membership plan may be subject to pay BrandMart for additional explicitly booked Services.

Manufacturers must subscribe for a membership. These membership grants the User enhanced privileges, access to advanced features, and other additional benefits in exchange for a fee, as detailed in the specific terms and conditions of the Related Membership offering. Manufacturer Memberships are subject to the Membership parameters outlined on the BrandMart website Plans page, the most current version of which can be found at: <https://BrandMart.com/plans>

It should be noted that the exact privileges, terms, and conditions associated with each membership type may vary and are detailed in subsequent sections of these Terms or other related documentation.

"Contractual Agreement"

Any agreement involving the transfer of goods, services, and/or money between a Retailer and a Manufacturer, resulting from an introduction made by BrandMart.

"Side Agreements"

Individualized contracts or arrangements made between BrandMart and a User, addressing specific needs, and existing alongside the standard Terms & Conditions.

"Offer"

Refers to any form of membership, product, or service made available to the User through the BrandMart platform. This includes but is not limited to Free Membership, Premium Membership, software tools, sourcing services, and any other additional features or services that may be provided. Specific terms, conditions, and fees associated with each Offer are detailed in relevant sections of this Agreement or other related documentation.

3. Eligibility for Membership

The platform is primarily available to, and designed for, Users who act in the execution of their own commercial or independent business activity. However, employees who use the platform as part of their job responsibilities are also permitted to register, and the number of additional employees permitted under each account is dependent on the type of Membership used by the User. It should be noted that in such cases, the employer, usually a commercial entity, will be considered the User for the purposes of these Terms and any agreement between that User and BrandMart or other users.

4. Registration & Account

4.a Registration Process

To access certain features on BrandMart, you shall be required to register and create an account. You are required, pursuant to Section 4.d. of these Terms to provide accurate and up-to-date information during the registration process. To register, Users must strictly follow the steps outlined on the BrandMart website Verification Process, which may change from time to time, the most current version of which can be found at: <https://BrandMart.com/verification-process>

4.b User Types

The platform recognizes two primary User roles: Retailers and Manufacturers.

"Retailers":

Refers to registered Users who primarily seek to source or buy goods, materials, or services through the BrandMart platform. Retailers typically include e-commerce and established consumer brands, retailers, and wholesalers, among others, seeking to engage with Manufacturers for their sourcing needs.

"Manufacturers":

Encompass manufacturers, suppliers, or service providers offering their goods or services on the Marketplace. Manufacturers avail themselves of membership to enhance their visibility and access to features as explained in the Member definitions of these Terms.

4.c. Crossover Business Relationships

There may be circumstances where Users registered as Manufacturers may engage in transactions with each other, effectively assuming the role of 'Retailer' for that specific transaction. For example, a manufacturer may go into a business relationship with a packaging supplier; in this case, even though both users are registered as 'Manufacturers', one manufacturer is considered a 'Retailer' for that particular transaction while the packaging supplier remains a 'Manufacturer.' Similarly, users registered as 'Retailers' may also engage in manufacturing or selling activities under certain circumstances.

4.d Accuracy of Information

Users are solely responsible for the accuracy of their information and data. It is incumbent upon Users to keep this data updated and maintain the confidentiality of their accounts. The registration process may necessitate a due diligence review by BrandMart. We reserve the right to engage with Users through various communication channels, including but not limited to phone calls, emails, and online and in-person meetings.

4.e Registration Approval and Contractual Relationship

Upon completing the registration process, users make a binding offer to enter into a contractual relationship with BrandMart. However, the receipt of a confirmation email from BrandMart after the sign-up does not automatically equate to acceptance of the offer. We hold the discretion to accept or reject any registration within a span of thirty (30) days following the offer. Acceptance will be communicated explicitly through appropriate channels, such as the transactional email system clearly stating approval of the User's signup. If a registration is declined, it could be, but is not limited to, the following examples: Inability to verify business legitimacy, suspected unlawful intent, potential competitor espionage, spam, wrong user role, wrong registration intent by the user, or any perception of non-compliance with best business practices.

Once the User's registration is approved, the Membership period, and consequently the contract, between the User and BrandMart starts.

4.f Personal Accounts

Users may be granted a personal account under a broader company account. A company is limited to one primary account, but this can host multiple user accounts. Creating multiple company accounts is expressly forbidden.

5. Role of BrandMart

BrandMart serves as an intermediary Marketplace, introducing Manufacturers to Retailers and facilitating the discovery and negotiation process. While BrandMart does not act as a contracting party, merchant of record, or direct participant in any contracts between Users for goods or services created through its Marketplace, it may charge a transaction fee as detailed in these Terms. Although BrandMart takes effort to verify each Users, the responsibility for due diligence, including checks on creditworthiness and signing authority, rests with the Users.

6. Product Orders and Customization

6.a Order Process

Orders by Users are to follow the steps outlined on the BrandMart website Order Process page, which may change from time to time, the most current version of which can be found at: <https://BrandMart.com/order-process>

6.b Order Policy

Users orders are subject to the Order Policy outlined on the BrandMart website Order Policy page, which may change from time to time, the most current version of which can be found at: <https://BrandMart.com/order-policy>

6.c Bulk Orders

Manufacturers and Retailers may place bulk orders of white-label products, and the price will be based on the quantity ordered.

6.d Product Customization

Customization of products with logos, colours, or in any other way, is subject to the approval of the User providing the product, and is in no way the responsibility of BrandMart. BrandMart does not guarantee the availability of customization of any product on the Marketplace. Private Label information can be found on the BrandMart website Private Label page, which may change from time to time, the most current version of which can be found at: <https://BrandMart.com/what-is-private-label>

7. Remuneration of BrandMart

7.a Retailer Payments

BrandMart may provide select Users with a Free Membership trial. This allows Manufacturers to establish profiles and access BrandMart's core features. **Retailer registration is free, and a 2% transaction fee applies when placing orders.**

7.b Services Provided for Payment

In consideration for transaction fees in the case of Retailers, and monthly or annual subscription fees in the case of Manufacturers, BrandMart shall provide the Services

7.c Additional Charges

All amounts due under these Terms and any Membership agreement are exclusive of VAT, sales or other tax applicable which shall be paid in addition by the User at the rate and in the manner for the time being prescribed by law. The Retailer may also be obligated to a fee to the payment gateway. At this time, it is approximately 3% of transaction value. This may change from time to time and may be lowered based on volumes ordered.

7.d Payment Timing

Invoices for the Services shall be raised 10 Business Days in advance of the month to which the Charges relate and shall be payable within 30 Business Days of the date of the Supplier's invoice by BACS or CHAPS transfer or Direct Debit to the Supplier's bank account specified in the relevant invoice.

7.e Missed Payments

If the User fails to make any payment that is properly due to BrandMart by the due date for payment, then at BrandMart's option: the User shall pay interest on the overdue amount at the greater of: (i) annual rate of the Late Payment of Commercial Debts rate; or (ii) 4% a year above the base rate of Barclays Bank PLC, but in any event, interest payable by the User shall not exceed the maximum rate permitted by law. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The User shall pay the interest together with the overdue amount; and/or BrandMart may immediately suspend the User's access to the Services until such overdue amounts are paid.

- this clause shall not apply to payment of Charges that the User disputes in good faith, provided that the User notifies BrandMart of such Charges within seven (7) days of the date of the invoice.
- The Parties agree that any fees or expenses comprising the Charges shall be reviewed annually by BrandMart and may be increased with effect from 1 January in each year following the first anniversary of this Agreement and BrandMart shall notify the Users of such increase at least 30 (thirty) days prior to the effective date of such increase.

7.f Transaction Fees

For Retailers, the entitlement of BrandMart to a Transaction Fee arises immediately upon the conclusion of a transaction, whether it's facilitated on our Marketplace or outside of it, as long as the transaction occurred due to BrandMart's intermediation. A transaction is considered to have 'occurred due to Intermediation' if the buyer and seller were introduced or matched via the BrandMart Marketplace, or if BrandMart provided resources, tools, or services that materially contributed to the introduction of each party leading to the closing of any form of transaction. The time elapsed between the initial matchmaking on the BrandMart platform and the completion of the transaction is not a factor in determining the applicability of this clause.

Re-orders are inherently subject to commission, emphasizing the continuous value provided by BrandMart's intermediation. For all contracts—whether they originated on or off the BrandMart are subject to Transaction Fees. In both instances, it is imperative that sellers notify BrandMart about any and all closed contracts. Failure to notify BrandMart about any and all closed contracts will be considered "platform circumvention" as outlined in section 11 of these Terms.

7.g Previous Contacts

It's crucial to emphasize that Transaction Fees are still valid and applicable even if a relationship between users is established between a Buyer and a Seller who might have been in touch outside of the Marketplace prior to the Intermediation through our service.

7.h Invoice and Payment

In relation to the Transaction Fee, Retailers will be forwarded an invoice detailing every charge upon a contractual agreement that has been closed through a point-of-sale event. [Payment of this amount is expected to be immediate upon closing of transaction.

Users acknowledge that timely payment plays a pivotal role in maintaining the Marketplace and ensuring that it runs smoothly for the benefit of all Users. By engaging in transactions on the BrandMart Marketplace, Users acknowledge and agree to this fee structure.

8. General User Obligations & Prohibitions

8.a General Obligations and Prohibitions

Every User, upon accessing the Marketplace, is bound by certain obligations to ensure a seamless and safe experience for all users involved. Notwithstanding these obligations, BrandMart acts solely as an intermediary and shall have no liability for any actions, omissions, or any other activities of the users or any third parties on or through the platform, as outlined further in Section 11 of these Terms.

- Users shall not use the Marketplace for activities that are illegal, deceptive, malicious, or prejudiced.
- Users shall not request or interfere with login information or access another User's account.

- Users shall not engage in activities that could disrupt, overload, or impede the proper functioning of our Marketplace, like launching a denial-of-service attack.
- Users shall avoid probing, scanning, or testing the vulnerability of BrandMart's systems or networks, breaching security, or encouraging any violations of these Terms.

8.b Obligations to Provide Accurate Information

Users are expected to ensure that all provided information, whether related to their business or specific products and services, is accurate, complete, up-to-date, and not misleading in any manner. BrandMart does not guarantee the availability or quality of any product listed on the Marketplace.

8.c Content Integrity

All content uploaded to the platform should not infringe upon the rights of third parties, be it copyrights, trademarks, or other proprietary rights. Users will be solely responsible for any content they upload.

8.d Content Licensed

By registering and sharing content on the platform, Users grant BrandMart a non-exclusive, perpetual, worldwide right to use, reproduce, and distribute the content for the purpose of showcasing it on the Marketplace and for marketing purposes, such as newsletters, sales presentations, references on digital and offline channels of BrandMart. This includes the right to make such content available to the public, and use uploaded product images in promotional, advertising, or marketing materials.

8.e Prohibited User Activities

BrandMart is committed to maintaining an environment free from illegal, deceptive, malicious, or harassing activities. When engaging with the Marketplace, you are obliged to adhere to the following principles:

- Refrain from violating applicable laws or regulations, uploading or transmitting unlawful content, or attempting to interfere with the website's functionality or security.
- Avoid any behavior that may be interpreted as bullying, harassment, stalking, belittling, threatening, or discriminating against any User.
- Ensure not to cause intentional distress, embarrassment, threats, harassment, or invasion of privacy towards any User.
- Refrain from interrupting, damaging, or altering any communication not directed to you.

8.f Communication Obligations and Response Time

To ensure the Marketplace runs smoothly and efficiently, all Users engaged in communication or collaboration through BrandMart's Marketplace are obligated to respond to messages or requests

within a 48-hour period. In instances where Users fail to adhere to this response timeframe, or cease communication without explanation, BrandMart reserves the right to intervene as follows:

1. *Direct Contact*: BrandMart may contact the non-responsive User directly to inquire about the lack of response and to facilitate the continuation of communication.
2. *Alternative Connections*: If a Manufacturer ceases communication with a Retailer, BrandMart may connect the Retailer with an alternative Manufacturer to ensure the continuation of the project.
3. *Blocking and Reminders*: If a Retailer ceases communication, BrandMart may issue reminders and, if non-responsiveness persists, may block the Retailer's access to specific functionalities on the Marketplace.

8.g Dispute Management

To assist with troubleshooting and dispute management, BrandMart may access conversations between the Users involved. This access is solely for the purpose of resolving the issue and will be conducted in accordance with BrandMart's Privacy Policy and applicable laws.

8.h Interference and System Integrity

Users are strictly prohibited from engaging in any activity that compromises the integrity of the Marketplace platform. This includes but is not limited to, sending spam, using bots or scrapers, conducting denial-of-service attacks, and attempting to decipher the Marketplace platform's underlying code.

8.i Non-Competition and Unauthorized Practices

The following non-competition restrictions and unauthorized practices apply to the use of the Marketplace:

- Users shall not use the Marketplace for activities that are illegal, deceptive, malicious, or prejudiced.
- Users shall not attempt to collect information from the Marketplace, especially for competitive purposes, is strictly prohibited. For certainty, this extends to actions of reverse engineering, probing for vulnerabilities, and using the Marketplace's content to offer competitive services.

In the event of any violation of the above, BrandMart reserves the right to take necessary actions, including temporary suspension, permanent banning, or legal recourse, to safeguard the interests of its Users and the Marketplace.

8.j Expected User Conduct and Compliance

BrandMart reserves the right to further define the behaviours that are required by Users either in updated Terms or by publishing a code of conduct, and may take reasonable measures to restrict access to those who violate these Terms or any future code of conduct.

You recognize that BrandMart is not mandated to supervise your access or use of the Marketplace or the Services but reserves the right to do so to enhance and operate the Marketplace and Services (including for fraud prevention, risk assessment, investigation, and User support), to assure your adherence to these Terms, to comply with legal or regulatory obligations, to address content deemed objectionable.

9. Obligations & Prohibitions of Manufacturers

For a thriving Marketplace Manufacturers are bound by the following obligations to ensure BrandMart remains beneficial for all Users:

9.a Quality Assurance

Manufacturers are accountable and fully responsible for ensuring that the products and services they offer adhere to applicable laws and standards. This includes, but is not limited to, possessing any and all necessary licenses and certifications to sell and market their products and services.

9.b Transparency in Contracting

Manufacturers are obligated to inform BrandMart of every Contractual Agreement they enter into as a result of introductions or interactions facilitated by the Marketplace. This obligation ensures transparency, aids in maintaining the integrity of the Marketplace, and fosters trust between all parties involved. Upon entering a Contractual Agreement sellers are bound to notify BrandMart about all relevant details, including the buyer's name and address, the sold product, quantity, and total price.

10. Obligations & Prohibitions of Retailers

Retailers, while having the freedom to choose from a range of products and services, have specific obligations on the Marketplace.

10.a Registration Authenticity

Retailers must be registered businesses, ensuring that all provided details are true and accurate.

10.b Protection of Marketplace Integrity

Any attempt to scrape products or company profiles is strictly prohibited. Furthermore, Retailers are expected not to engage in activities that would lure Manufacturers away from BrandMart to another service.

10.c Engagement with Manufacturers

Engaging with Manufacturers with the intention to move the transaction off the Marketplace is strictly prohibited. All transactions should ideally remain on the Marketplace to ensure that they adhere to these Terms.

11. Circumvention & Breach of Contract

Any effort to circumvent the Marketplace's operations is strictly prohibited. While the platform provides comprehensive tools for communication, any need to communicate outside should be backed by legitimate reasons, such as physical meetings or signing of NDAs. However, in all cases, BrandMart must be informed about off-platform communication. Moreover, projects should be transitioned back to the platform at the earliest. Manufacturers are required to notify BrandMart about any closed contract through the Marketplace's built-in functionalities or through direct communication with BrandMart's support team.

11.a General Prohibition

All Users agree not to circumvent, or attempt to circumvent, the platform for any interactions or transactions initiated or facilitated by BrandMart.

“Non-Circumvention”

For one (1) year from the date of initial contract through the BrandMart platform, manufacturers and brand holders agree not to circumvent the platform by engaging in direct transactions with any party first met via BrandMart.

This non-circumvention obligation shall remain in effect for the full one-year term, unless the parties mutually agree otherwise in writing. Failure to comply may result in legal action and recovery of any damages suffered by BrandMart.

The purpose is to protect the integrity of the BrandMart platform, and the relationships established through it. All parties must act in good faith and honour this non-circumvention agreement.

11.b Consequences of Breach

If a User breaches this prohibition the User will incur penalties. Specifically:

- The penalty amount will be equal to expected value of orders if not yet completed.
- The penalty amount will be calculated based on the total contract values of the transactions that were circumvented by the Retailer
- The penalty must be paid to BrandMart within fourteen (14) days from the date on which the breach is identified by BrandMart or its agents and the User is notified in written form. Failure to remit payment within this period may lead to further legal consequences. This penalty does not limit BrandMart's ability to seek other remedies available under the law.

11.c Notification of Contractual Agreement

Users are required to notify BrandMart of any Contractual Agreement within five (5) days of its conclusion. To ensure compliance with this requirement, BrandMart reserves the right to reach out to the parties involved in the Contractual Agreement. Additionally, BrandMart may access relevant

project data, in accordance with applicable privacy laws and BrandMart's Privacy Policy, to verify the details of the agreement and to combat any attempts at Marketplace circumvention. Such actions are aimed at maintaining the integrity of the Marketplace and ensuring that all transactions are conducted in accordance with BrandMart's Terms.

12. Individual Side Agreements

BrandMart recognizes the unique requirements of some of our Users. To address these specific needs, individual side agreements can be crafted. However, even in the presence of these side agreements, it's imperative to emphasize the foundational role of BrandMart's standard Terms.

While side agreements provide tailored provisions, in situations where there might be ambiguities, uncertainties, or areas not explicitly covered within the side agreement, the stipulations of the Terms will be invoked as the prevailing directive. Hence, our Terms not only remain applicable but serve as the ultimate fallback, ensuring that there's a comprehensive structure governing all interactions and transactions on the Marketplace. This integrated approach ensures a harmonious balance between individual customization and standardized regulations.

13. Payment and Billing

The following payment and billing terms apply to Users of the Marketplace:

- Payment for orders placed on the Marketplace shall be made at the time of purchase.
- BrandMart uses secure payment gateways to process transactions, and does not store your credit card or payment information. For further information please see our Privacy Policy on our website brand-mart.com
- Prices for products and services of Manufacturers displayed on the BrandMart website do not include taxes or shipping costs, which may be added during the checkout process.

14. Shipping and Delivery

The following shipping and delivery terms apply to Users of the Marketplace:

- Shipping and delivery times may vary depending on the location and distance of the contracting users and the quantity of the order.
- BrandMart does not guarantee any shipping timelines and is not responsible for any delays or issues caused by third-party shipping providers.

15. BrandMart Intellectual Property

All elements and intellectual properties associated with our Services, excluding user-provided content, remain the sole and exclusive property of BrandMart and its licensors. This encompasses, *inter alia*, copyrighted materials, trademarks, and distinctive brand features. No provision in these Terms shall be construed as granting, by implication or otherwise, any license or right to use any of BrandMart's intellectual property without our express written consent.

16. Limitation of Liability

BrandMart acts solely as an intermediary platform, introducing Manufacturers to Retailers, providing a technical infrastructure, and does not participate in or assume liability for any contracts or transactions between Users for goods or services created through its Marketplace. Accordingly, BrandMart shall have no liability for any claims, losses, damages, costs, expenses, or other liabilities, whether direct, indirect, incidental, consequential or punitive, and whether in contract, tort, or otherwise, arising out of or in connection with any actions or omissions of Users or any other parties involved in transactions facilitated by BrandMart. This exclusion of liability applies to the fullest extent permitted by applicable law, and notwithstanding the foregoing, shall not exclude or limit any liability that cannot be excluded or limited under applicable law.

17. Proprietary Rights of BrandMart

The Services provided by BrandMart are furnished "AS IS" and "AS AVAILABLE", without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. BrandMart does not warrant the completeness, accuracy, availability, timeliness, security, or reliability of the Services. No representation or other affirmation of fact, whether oral or written, shall constitute a warranty beyond the provisions of these Terms and the ensuing agreement between user and BrandMart.

18. Contract Duration and Termination

18.a User Termination Rights

The User agreement with BrandMart remains in effect for an indefinite period, commencing upon contract ratification (BrandMart acceptance of user Membership). Users may terminate the agreement, without cause, with a notice period of 14 days prior to the end of the contract term (membership). Termination notices must adhere to a written format to an address submitted by the User to BrandMart. This includes physical letters or digital letters created and sent through digital means, such as email or a secured messaging portal, with proper authentication and acknowledgment of receipt.

18.b BrandMart Termination Rights

At its sole discretion, BrandMart may terminate or suspend User access to the Services without prior notice for any reason whatsoever.

18.c Post-Termination

Upon termination, any existing financial obligations of a User shall persist, further this Section 18 and sections regarding Restrictions, Intellectual Property Rights, License, User Submissions, 'Prohibited Content', Privacy, Indemnity, and Independent Contractors, shall survive termination of these Terms. BrandMart retains the discretion to remove any listings if deemed necessary post-termination.

19. Data Protection and Privacy

The protection and privacy of User data is paramount to BrandMart. All personal data provided is processed in accordance with BrandMart's Privacy Policy found on our website at <https://BrandMart.com/privacy-policies>. Utilizing our Services constitutes the User's agreement to our data collection, processing, and usage practices, as detailed in the aforementioned Privacy Policy.

20. Governing Law and Jurisdiction

These Terms and the relationship between you and BrandMart shall be governed by and construed in accordance with the laws of the Province of British Columbia and Canada, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Vancouver and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that BrandMart may seek injunctive relief in any court of competent jurisdiction.

21. Indemnity

You agree to defend, indemnify and hold harmless BrandMart and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to legal fees) arising from: (i) use of, or inability to use, the Marketplace or any part thereof or therein; (ii) your actions as a User; (iii) your interaction with any other User; or (iv) your violation of these Terms.

22. Information and Press Releases

The BrandMart website may contain information and press releases about BrandMart. While such information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information or any press releases. Further, information about companies other than ours contained in the press release or otherwise should not be relied upon as being provided or endorsed by us.

23. Independent Contractors

All Users and BrandMart are independent contractors. Nothing in these Terms or any other Agreement between the parties creates a partnership, joint venture, agency, or employment relationship. Users shall not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of BrandMart.

24. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by Users. but may be assigned by BrandMart without restriction or notification to Users.

25. General

BrandMart reserves the right to discontinue or modify any aspect of the Marketplace at any time. These Terms (and any referenced policies) shall constitute the entire agreement between you and BrandMart concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

26. Amendments to These Terms and Agreement

BrandMart reserves the right to modify these Terms when required to accommodate unforeseen developments that might disturb the contractual balance. Updates will be posted on the BrandMart website, and continued use signifies acceptance of the revised Terms.