

Novara International, 30 N Gould St Ste N, Sheridan, WY 82801 USA

Novara International – Terms of Service

Last updated: December 4, 2025

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY. BY CREATING AN ACCOUNT, ACCESSING, OR USING THE NOVARA PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICES.

1. Introduction

1.1 These Terms of Service (“Terms”) govern access to and use of the online platform, tools, and related services operated under the Novara International brand (“Novara”, “we”, “us”, “our”).

1.2 Novara operates a business-to-business (B2B) sourcing and collaboration platform that connects textile buyers (such as brands and boutique owners) with manufacturers and logistics providers (together, the “Services”).

1.3 These Terms form a legally binding agreement between Novara and each entity or individual that creates an account or otherwise uses the Services (“User”, “you”). If you are using the Services on behalf of a company or other legal entity, you represent and warrant that you are authorized to accept these Terms on its behalf.

2. Definitions

2.1 “Buyer” means a User that uses the Services primarily to source or purchase textile products or related services.

2.2 “Manufacturer” means a User that offers textile production or related services through the Services.

2.3 “Logistics Provider” means a User or third-party that offers freight or logistics services in connection with transactions facilitated through the Services.

2.4 “Platform” means the Novara web application, dashboard, catalog, APIs, and any associated websites under the novaraint.com domain and related subdomains.

2.5 “Transaction” means any order, purchase, sale, shipment, logistics arrangement, or other commercial deal between a Buyer and a Manufacturer and/or Logistics Provider that is initiated, facilitated, or tracked through the Platform.

2.6 “Escrow Service” means an independent third-party escrow provider, such as Escrow.com, that may be used by the parties to hold and release funds in accordance with their agreement.

2.7 “Agreement” means these Terms together with any policies, pricing pages, and other documents referenced or incorporated by reference.

3. Scope of Services and Role of Novara

3.1 Novara provides tools to help Buyers discover products and manufacturers, compare options, request quotes, communicate, and manage certain aspects of their supply chain and logistics.

3.2 Novara acts solely as an intermediary and platform provider. Unless explicitly agreed in writing, Novara is not a party to any Transaction between Buyers, Manufacturers, and Logistics Providers and does not take title to any goods.

3.3 The contract for any Transaction is directly between the applicable Buyer and Manufacturer and, where relevant, a Logistics Provider or Escrow Service. Novara does not guarantee the existence, quality, safety, legality, or delivery of any products or services offered by Users.

3.4 Novara is not a bank, payment institution, customs broker, importer of record, exporter of record, or freight forwarder. Any assistance provided by Novara regarding payment, logistics, or documentation is informational only and does not change Novara's role as an intermediary platform.

4. Eligibility and Account Registration

4.1 The Services are intended solely for business use. By using the Services, you represent that you are acting in a business capacity and not as a consumer.

4.2 You must be at least 18 years old and have the legal capacity to enter into binding contracts to use the Services.

4.3 When you register, you agree to provide accurate, current, and complete information and to keep such information updated. Novara may require verification of your identity, business registration, and other details before or after granting you access.

4.4 You are responsible for safeguarding your login credentials and for all activity that occurs under your account. You must promptly notify Novara of any unauthorized access or suspected security breach.

5. Platform Use and Acceptable Use

5.1 You agree to use the Platform only for lawful business purposes and in compliance with these Terms and all applicable laws and regulations.

5.2 You shall not:

- (a) use the Platform for any illegal, fraudulent, or deceptive activity;
- (b) infringe or misappropriate the intellectual property or other rights of any person;
- (c) upload or transmit harmful code, malware, or any content that may damage or interfere with the Platform or other Users;
- (d) attempt to circumvent any security or access control mechanisms;
- (e) scrape, crawl, reverse engineer, or otherwise extract data from the Platform except as allowed via documented APIs;
- (f) misrepresent your identity, capabilities, or relationship with any third party.

5.3 Novara may, at its sole discretion, suspend or terminate any account that violates these Terms or that poses risk to Novara or other Users.

6. Vendor Discovery, Masking, and Reveal

6.1 Within the Platform, Buyers may see anonymized or masked information about Manufacturers and Logistics Providers (for example, "Vendor A", "Vendor B") in order to compare capabilities and pricing.

6.2 Novara may require a Buyer to accept additional terms, including non-disclosure or non-circumvention obligations, before revealing specific vendor identity or contact details.

6.3 When a Buyer proceeds to a Transaction using an Escrow Service, the Buyer's and Manufacturer's legal names and certain contact details may be provided to the Escrow Service and may appear in escrow agreements, invoices, and payment records as required by law and by the Escrow Service's terms. By using the Services, you consent to this disclosure.

7. Fees, Subscriptions, and Billing

7.1 Novara may charge various fees for access to and use of the Services, including but not limited to:

- (a) subscription fees for access to Platform features ("Subscription Fees"); and
- (b) commissions or transaction-based fees related to Transactions ("Transaction Fees").

7.2 Specific fee amounts, structures, tiers, and benefits (including any loyalty or enterprise pricing) are described on Novara's then-current pricing page or in a separate written agreement with you. Such pricing is incorporated by reference into these Terms.

7.3 Subscription Plans.

(a) Monthly Plan. Under a monthly plan, you are billed each month in advance. You may cancel at the end of the then-current billing period, and no further charges will accrue after cancellation. Fees already

paid are non-refundable.

(b) Annual Plan – Upfront Payment. Under an annual upfront plan, you pay in advance for a 12-month period, which may include promotional additional time (for example, 1–1.5 months free). All amounts paid are non-refundable, even if you cancel or stop using the Services before the end of the period.

(c) Annual Plan – Monthly Installments. Under an annual installment plan, you commit to a full 12-month term but pay in monthly installments. You agree that all 12 installments are due regardless of whether you actively use the Services or your account is closed or suspended. Early cancellation does not relieve you from paying remaining installments.

7.4 Transaction Fees.

(a) Novara may charge Transaction Fees that apply to Manufacturers, and in some cases to Logistics Providers or Buyers, in connection with Transactions facilitated through the Platform.

(b) Transaction Fees may be calculated as a percentage of the order value, a fixed fee, a tiered structure, or a combination thereof, as specified on the pricing page or applicable agreement.

(c) Novara may adjust its fees from time to time. Changes will not apply retroactively to Transactions already agreed, but will apply to future Transactions after notice is provided via the Platform, email, or announcement.

7.5 Taxes.

(a) All fees are exclusive of any applicable taxes, duties, or similar governmental assessments, including value-added tax (“VAT”) or goods and services tax (“GST”), unless otherwise stated.

(b) You are responsible for any taxes that apply to your use of the Services or your Transactions, except for taxes on Novara’s income.

7.6 Payment Processing.

(a) Novara may use third-party payment processors and Escrow Services to handle certain payments. Your use of such services may be subject to separate terms and conditions.

(b) Novara is not responsible for the performance, errors, or security of third-party payment or escrow providers, but will use reasonable efforts to coordinate in good faith in case of disputes.

8. Transactions, Escrow, and Responsibilities of Users

8.1 Buyers are solely responsible for:

(a) assessing the suitability of Manufacturers and Logistics Providers;

(b) verifying product specifications, pricing, lead times, and terms;

(c) complying with import/export, customs, and regulatory requirements in their jurisdiction; and

(d) paying all amounts due in accordance with agreed terms and escrow instructions.

8.2 Manufacturers are solely responsible for:

(a) the accuracy of listings, certifications, and product information;

(b) the quality, conformity, and safety of products;

(c) meeting agreed production schedules and delivery terms;

(d) complying with all applicable laws, standards, and regulations in the places of manufacture and sale.

8.3 Escrow Services.

(a) Novara may enable or recommend the use of independent Escrow Services such as Escrow.com for certain Transactions. Any use of an Escrow Service is subject to the terms and privacy policy of that provider.

(b) Funds held in escrow are not controlled by Novara. Release or return of funds is determined by the Escrow Service according to the instructions and agreements between the parties.

(c) Novara is not liable for any decisions, actions, delays, or failures by the Escrow Service.

8.4 Novara does not guarantee:

(a) that any Transaction will be concluded;

(b) that any party will perform its obligations;

(c) that any product will meet your expectations or be suitable for a particular purpose.

9. Intellectual Property

9.1 The Platform, including its design, interface, software, databases, and content (excluding User-generated content) are owned by or licensed to Novara and are protected by intellectual property laws. Novara reserves all rights not expressly granted in these Terms.

9.2 You may not copy, modify, distribute, sell, or lease any part of the Platform, nor reverse engineer or attempt to extract the source code, except as permitted by law or with our prior written consent.

9.3 You retain ownership of any content you submit to the Platform ("User Content"). You grant Novara a worldwide, non-exclusive, royalty-free license to host, use, reproduce, modify, and display such User Content solely as necessary to provide and improve the Services.

9.4 You represent and warrant that you have all necessary rights to submit User Content and that such content does not infringe any third-party rights.

10. Data Protection and Privacy

10.1 Novara's collection and use of personal data is described in the Novara Privacy Policy, which forms part of this Agreement. By using the Services, you acknowledge and agree to the processing of personal data as described in the Privacy Policy.

10.2 Where required by applicable data protection laws, Novara and Users will enter into additional data processing agreements or standard contractual clauses.

11. Confidentiality and Non-Circumvention

11.1 Each party may receive or have access to non-public, confidential, or proprietary information of the other party or other Users. You agree to protect such information with at least the same degree of care you use for your own similar information and not less than reasonable care.

11.2 You agree not to use confidential information obtained through the Platform to circumvent Novara, including by entering into direct agreements with counterparties introduced through the Platform in a way that avoids or reduces fees owed to Novara, for as long as such counterparties remain active Novara Users and for a reasonable period thereafter as described in any separate non-circumvention agreement.

12. Disclaimers

12.1 THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

12.2 NOVARA DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED.

12.3 NOVARA DOES NOT PROVIDE LEGAL, TAX, OR COMPLIANCE ADVICE. YOU ARE RESPONSIBLE FOR OBTAINING YOUR OWN PROFESSIONAL ADVICE REGARDING TRANSACTIONS, CONTRACTS, AND REGULATORY REQUIREMENTS.

13. Limitation of Liability

13.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOVARA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS, EVEN IF NOVARA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOVARA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS SHALL NOT

EXCEED THE GREATER OF (A) THE FEES YOU PAID TO NOVARA FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY, OR (B) USD 1,000.

13.3 Nothing in these Terms shall limit or exclude liability that cannot be limited or excluded under applicable law.

14. Indemnity

14.1 You agree to indemnify, defend, and hold harmless Novara and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) your use of the Services;
- (b) your Transactions with other Users or third parties;
- (c) your violation of these Terms or applicable law;
- (d) your infringement of any third-party rights.

15. Term and Termination

15.1 These Terms remain in effect while you have an account or otherwise use the Services.

15.2 You may terminate your account at any time through the Platform or by contacting us. Certain fee commitments, including annual installment plans, may continue as described in Section 7.

15.3 Novara may suspend or terminate your account or access to the Services at any time, with or without notice, if we believe you have violated these Terms, pose a risk to the Platform or other Users, or if we discontinue the Services.

15.4 Upon termination:

- (a) your right to access the Services will cease;
- (b) certain data may be retained or deleted in accordance with our Privacy Policy and legal obligations;
- (c) any provisions that by their nature should survive termination shall survive, including but not limited to Sections 7–15.

16. Governing Law and Dispute Resolution

16.1 These Terms and any dispute arising out of or in connection with them or the Services shall be governed by and construed in accordance with the laws of Singapore, without regard to conflict of law principles.

16.2 Any dispute, controversy, or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach, or termination thereof, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the SIAC Rules for the time being in force, which rules are deemed to be incorporated by reference into this clause.

- (a) The seat of arbitration shall be Singapore.
- (b) The tribunal shall consist of one arbitrator.
- (c) The language of the arbitration shall be English.

17. Changes to the Terms

17.1 Novara may modify these Terms from time to time. When we do, we will update the "Last updated" date and, where appropriate, provide additional notice (for example, via the Platform or email).

17.2 Continued use of the Services after the effective date of any changes constitutes your acceptance of the revised Terms.

18. Contact

If you have any questions about these Terms, please contact us at: support@novaraint.com.