

Nitra Marketplace Buyer Terms

LAST UPDATED: November 9, 2023

Welcome to the Nitra Marketplace! These Terms & Conditions apply to the site located at market.nitra.com and all other sites, mobile sites, services, applications, platforms and tools where these Terms & Conditions appear or are linked (collectively, the "Marketplace"). As used in these Terms & Conditions, "Nitra", "us" or "we" refers to Nitra, Inc. and its subsidiaries and affiliates.

Please read the following Terms & Conditions carefully as they affect your legal rights. These Terms & Conditions contain an arbitration agreement that requires the use of arbitration on an individual basis to resolve disputes rather than jury or any other court proceedings, or class actions of any kind. The arbitration agreement is set forth in the "Arbitration Agreement" section below.

Introduction

BY ACCESSING OR OTHERWISE USING THE MARKETPLACE YOU AGREE TO THESE TERMS & CONDITIONS.

The Marketplace is intended for use by U.S.-based companies only, and not for personal, family, or household purposes. Any person or entity who interacts with the Marketplace, whether directly or via automated functionality installed or placed by such person or entity or a third party, is considered to be using the Marketplace. If at any time you do not accept all of these Terms & Conditions, you must immediately stop using the Marketplace. Certain areas within the Marketplace or other services offered by Nitra may be governed by additional terms and policies ("Additional Terms"). By using those areas of the Marketplace or those services, you agree to the Additional Terms. The Additional Terms are incorporated into these Terms & Conditions, and any reference to these Terms & Conditions includes the Additional Terms.

You acknowledge and agree that Nitra may contract with third party service providers to provide Nitra Services, management software, and other services for the Nitra Marketplace.

Content

All content included on the Marketplace such as text, graphics, logos, images, data, software, application updates, and other material (collectively "Content") is owned or licensed property of Nitra or its suppliers or licensors, and is protected by copyright, trademark, patent or other proprietary rights. The collection, arrangement and assembly of all Content on the Marketplace is the exclusive property of Nitra and protected by U.S. and international copyright laws. Nitra and its suppliers and licensors, expressly reserve all intellectual property rights in all Content.

Nitra has not agreed to, and does not agree to, treat as confidential any suggestions, ideas, comments, or questions about the Marketplace submitted by you or your employees or agents ("Feedback"). Nothing in these Terms and Conditions or in the parties' dealings arising out of or related to the Marketplace will restrict Nitra's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting you. You shall have no intellectual property right as a result of Nitra's incorporation of Feedback into such Program.

License and Access

Nitra grants you a limited license to access and make personal use of the Marketplace and the Content only to the extent such use does not violate these Terms & Conditions including, without limitation, the prohibitions listed in the “Unlawful or Prohibited Uses” section of these Terms & Conditions below. You may download, print and copy Content solely in connection with your use of the products you’ve purchased and provided you do not modify or alter the Content in any way, delete or change any copyright or trademark notice, or violate these Terms & Conditions in any way.

Your Account

Your Account

You may be required to register with Nitra in order to access certain services or areas of the Marketplace. Your username and password are for your personal use only, and you will not share your username or password with any individual or third party (other than Nitra). If you use the Marketplace, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. In addition to all other rights available to Nitra including those set forth in these Terms & Conditions, Nitra reserves the right, in its sole discretion, to terminate your account, refuse service to you, or cancel orders.

Modification & Termination

Nitra may at any time: (i) modify or discontinue any part of the Marketplace; or (ii) charge, modify or waive fees required to use the Marketplace. Nitra reserves the right to make changes to these Terms & Conditions at any time, and such changes will be effective immediately upon being posted on the Marketplace. Each time you use the Marketplace, you should review the current Terms & Conditions. You can determine when these Terms & Conditions were last revised by referring to the “LAST UPDATED” legend at the top of these Terms & Conditions. Your continued use of the Marketplace will indicate your acceptance of the current Terms & Conditions; however, any change to these Terms & Conditions after your last usage of the Marketplace will not be applied retroactively. Nitra reserves the right, without notice and at its sole discretion, to terminate your account or your use of the Marketplace and to block or prevent future access to and use of the Marketplace (i) if you violate any of these Terms & Conditions, (ii) for any other reason or (iii) for no reason. Upon any such termination, your right to use the Marketplace will immediately cease.

You agree that we shall not be liable to you or any third party for any termination of your access to the Marketplace. Upon termination, all provisions of these Terms & Conditions which are by their nature intended to survive termination, all representations and warranties, all limitations of liability and all indemnities shall survive such termination.

Nitra Card

Nitra Visa Business Card (“Nitra Card”) accountholders are eligible for exclusive benefits. If your Nitra Card is connected to your Marketplace account, when you use your Nitra Card to make purchases on the Marketplace, you will receive at least 3% Cashback Rewards on eligible purchases. You are also eligible for Nitra’s “Price Match Guarantee” and “Concierge Purchasing” described more particularly below.

Additional benefits or offer opportunities may be available for Nitra Card members in some or all markets, at Nitra's sole discretion. Additional terms and conditions may apply.

Nitra Partners

Nitra provides third party companies ("Nitra Partners") the opportunity to sell and ship items directly to you through the Marketplace. Nitra will process your payment for items sold by Nitra Partners, and Nitra will handle any payment-related disputes, refunds, credits, and adjustments. All transactions with Nitra Partners are between you and the Nitra Partner, and therefore such Nitra Partner will be the seller of record. Nitra is not a party to any transactions between you and Nitra Partners. You acknowledge and agree that these items are being sold to you directly by Nitra Partners, not Nitra, and that the Nitra Partner, not Nitra, will be responsible for the fulfillment and shipping of such items. Nitra is not responsible, nor does it provide any warranties or guarantees, for the products or services that are, or may be, provided by Nitra Partners.

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT NITRA WILL NOT BE LIABLE FOR ANY ACTIONS OF A NITRA PARTNER OR ANY PRODUCTS OR SERVICES SOLD BY SUCH NITRA PARTNER.

Transactions

User Transactions

If you wish to purchase any product or service made available through the Marketplace including items sold by Nitra and items sold by a Nitra Partner (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction including, without limitation, information about your method of payment (such as your payment card number and expiration date), your billing address, and your shipping information. By submitting such information, you grant to Nitra the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

All descriptions, images, references, features, content, specifications, products and prices of products and services described or depicted on the Marketplace are subject to change at any time without notice. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Marketplace does not imply or warrant that these products or services will be available. It is your responsibility to ascertain and obey all applicable local, state, and federal laws in regard to the receipt, possession, use, and purchase of any item purchased from the Marketplace. To the extent you may be required to provide evidence of the legal right to purchase an item, such as a medical license, you will be able to make such evidence available through the Marketplace.

By placing an order, you represent that the products ordered will be used only in a lawful manner. Nitra reserves the right, with or without prior notice, to do any one or more of the following: (i) limit the available quantity of or discontinue any product or service; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar any user from making or completing any or all Transaction(s); and (iv) refuse to provide any user with any product or service. You agree to pay all charges that may be incurred by you or on your behalf through the Marketplace, at the price(s) in effect

when such charges are incurred including, without limitation, all applicable shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

Nitra, our agents or delivery partners may call or text by telephone regarding your account, your Transactions or delivery of your purchases. You agree that we may place such calls or texts using an automatic dialing/announcing device. You agree that we may make such calls or texts to a mobile telephone or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us or maintain a transcript or other records of any written communications you have with us.

Errors & Inaccuracies, Availability

Nitra's acknowledgement of an order means that your order request has been received; it does not mean that your order has been accepted or shipped or that the price or availability of an item has been confirmed. Nitra makes a conscientious effort to describe and display its products and services accurately on the Marketplace. Despite these efforts, a small number of items on the Marketplace may be mispriced, described inaccurately or unavailable, and we may experience delays in updating information on the Marketplace and in our advertising on other sites. As a result, we cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability and services, including for items sold by Nitra Partners. Nitra, or Nitra Partners, reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. In such a case, we apologize for any inconvenience. If we determine that there were inaccuracies in our product information, we will cancel your order and notify you of such cancellation via email. Nitra Partners may have different shipping procedures and processes in place for item availability and price adjustments.

Notwithstanding the foregoing, Nitra provides an Availability Guarantee and Price Match Guarantee to Nitra Card accountholders as more particularly set forth in the applicable terms, which are incorporated into these Terms & Conditions in their entirety.

Returns

If you are not fully satisfied with your purchase of items sold by Nitra, you may return it in accordance with Nitra's Return Policy or the Nitra Partner Return Policy. The Return Policy and each Nitra Partner's Return Policy is incorporated into these Terms & Conditions in its entirety.

Miscellaneous

Links to Third-Party Websites

The Marketplace may contain links and interactive functionality interacting with the websites of third parties, including product manufacturers' sites. Nitra is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Before visiting any such website, Nitra strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website. The links and interactive functionality for third-party sites on the Marketplace do not constitute an endorsement by Nitra of such third-party sites. Other sites may link to the Marketplace with or without our authorization, and we may block any links to or from the Marketplace. YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES IS AT YOUR OWN RISK.

Risk of Loss

Except as otherwise set forth herein, the risk of loss for and title to products purchased on the Marketplace passes to the purchaser upon delivery to the carrier.

Export Policy

You must comply with all U.S. or other export and re-export restrictions that may apply to goods purchased on the Marketplace.

Disclaimers of Warranties

Nitra cannot and does not represent or warrant that the Marketplace or its server will be error-free, uninterrupted, free from unauthorized access (including third-party hackers or denial of service attacks), or otherwise meet your requirements.

THE MARKETPLACE AND ALL INFORMATION, CONTENT, MATERIALS , PRODUCTS, SERVICES, AND USER CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE MARKETPLACE (COLLECTIVELY, THE "SITE CONTENTS") ARE PROVIDED BY NITRA ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. NITRA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE MARKETPLACE, THE ACCURACY OR COMPLETENESS OF THE MARKETPLACE CONTENTS, OR THAT EMAILS SENT FROM NITRA ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE MARKETPLACE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMITTED BY LAW, NITRA DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE MARKETPLACE AND THE MARKETPLACE CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

CERTAIN PROVIDERS OF PRODUCTS MAY SEPARATELY PROVIDE LIMITED REPRESENTATIONS AND/OR WARRANTIES REGARDING THEIR PRODUCTS. THIS DISCLAIMER DOES NOT APPLY TO SUCH PRODUCT WARRANTIES.

On the Marketplace, we may display names, marks, products, advertisements, or services of third parties, pop-up texts, or links to third-party sites. If you decide to link to any such third-party sites, you do so entirely at your own risk.

Jurisdictional Issues

The Marketplace is controlled and operated by Nitra from the United States and is not intended to subject Nitra to the laws or jurisdiction of any state, country, or territory other than that of the United States. Nitra does not represent or warrant that the Marketplace or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Marketplace, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Marketplace's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

Certain products may be available only for businesses within the contiguous 48 states and the District of Columbia.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL NITRA OR ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE MARKETPLACE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER IN CONTRACT OR TORT, EVEN IF NITRA HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE MARKETPLACE, ANY CONTENT ON THE MARKETPLACE, OR THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE MARKETPLACE. YOU ACKNOWLEDGE, BY YOUR USE OF THE MARKETPLACE, THAT YOUR USE OF THE MARKETPLACE IS AT YOUR SOLE RISK. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS ADDITIONAL TO THOSE CONTAINED HEREIN. WITH RESPECT TO RESIDENTS OF NEW JERSEY, NITRA OR ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE MARKETPLACE, OR ANY MATERIALS THEREIN UNLESS SUCH DAMAGES OR INJURIES ARE THE RESULT OF NITRA'S NEGLIGENT, FRAUDULENT OR RECKLESS ACTS OR INTENTIONAL MISCONDUCT.

EACH PROVISION OF THESE TERMS & CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN YOU AND NITRA. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND NITRA. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE(S).

Indemnification & Defense

As a condition of the use of the Marketplace, you agree to defend, indemnify and hold harmless Nitra and its respective employees, directors, officers, agents, vendors and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to Claims alleging facts that if true would constitute a breach by you of these Terms & Conditions.

Notices & Electronic Communications

Except as explicitly stated otherwise, any notices you send to Nitra shall be sent by mail to Nitra Marketplace, One World Trade Center, 285 Fulton Street, Suite 84A, New York, NY 10007. In the case of notices Nitra sends to you, you consent to receive notices and other communications by Nitra posting notices on the Marketplace, sending you an email at the email address listed in your profile in your account, or mailing a notice to you at your billing address listed in your profile in your account. You agree that all agreements, notices, disclosures and other communications that Nitra provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. Notice shall be deemed given (i) 24 hours after the notice is posted on the Marketplace or an electronic message is sent, unless the sending party is notified that the message did not reach the recipient, or (ii)

in the case of mailing, three days after the date of mailing. You agree that a printed version of these Terms & Conditions and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms & Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notice for California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Marketplace, please send an email to support@nitra.com. You may also contact us by writing to Nitra Marketplace, One World Trade Center, 285 Fulton Street, Suite 84A, New York, NY 10007, or by calling us at (845) 209-0213. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Arbitration Agreement

Please read this section carefully. Except as the Terms & Conditions otherwise provide, you waive your rights to try any claim in court before a judge or jury and to bring or participate in any class, collective, or other representative action.

Agreement to Binding Arbitration

You and Nitra agree that in the event of any claim, dispute, or controversy (whether in contract, tort, statute, or otherwise) arising out of, relating to, or connected in any way with (1) the Marketplace or (2) the breach, enforcement, interpretation, application, or validity of these Terms & Conditions, such claim, dispute or controversy will be resolved exclusively by final and binding arbitration, except as otherwise set forth in these Terms & Conditions (the "Arbitration Agreement").

Exceptions to Arbitration

Notwithstanding the foregoing, in lieu of arbitration: (1) either you or Nitra can bring an individual claim in small claims court in the United States of America consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim; and (2) you agree that you or Nitra may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Jury Trial & Class Action Waiver

Except as the Terms & Conditions otherwise provide, you and Nitra acknowledge and agree that you are each waiving the right to a trial by jury. The parties further agree that any arbitration shall be conducted in their individual capacities and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and Nitra may not be plaintiffs or class members in any purported class, collective, or representative proceeding, and may each bring claims against the other only in your or its individual capacity. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the individual claim.

If any court or arbitrator determines that any term in the immediately preceding paragraph is unenforceable for any reason as to any claim, then the Arbitration Agreement will be inapplicable to that claim, and that claim will instead proceed through litigation in court rather than by arbitration, but only after the conclusion of the arbitration of any claim or dispute that is subject to the Arbitration Agreement.

Governing Law & Arbitration Rules

The Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern the interpretation and enforcement of this section. If the FAA is found not to apply to any issue that arises under this section or the enforcement of the Arbitration Agreement, then that issue shall be resolved under the laws of the State of New York.

The arbitration will be conducted under the then current and applicable rules of the American Arbitration Association ("AAA"). The AAA rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879.

Initiating Arbitration

If you intend to seek arbitration you must first send a written notice ("Notice"), by first class or certified mail to Nitra Marketplace, Attention: Legal Department, One World Trade Center, 285 Fulton Street, Suite 84A, New York, NY 10007. If Nitra intends to seek arbitration, Nitra will send a Notice to the current billing address on your account. The Notice must describe the nature and basis of the claim and the specific relief sought. If the parties cannot reach an agreement within 30 days from the receipt of the Notice, either party may initiate arbitration proceedings.

A form to initiate arbitration proceedings is available on the AAA site at www.adr.org. In addition to filing this form with the AAA, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send such copy to Nitra at Nitra Marketplace, Attention: Legal Department, One World Trade Center, 285 Fulton Street, Suite 84A, New York, NY 10007, and Nitra will send such copy to the current billing address on your account or to your attorney, if you have retained one.

Location & Procedure

If your claim is for \$10,000 (US Dollars) or less, you may choose to have arbitration conducted solely on the basis of documents submitted to the arbitrator, via a telephone hearing, by an in-person hearing in the county of your residence, or as otherwise mutually agreed to by the parties. If your claim exceeds \$10,000 (US Dollars), the location of the arbitration and the parties' right to a hearing will be determined in accordance with the rules of the AAA.

Arbitrator's Decision

The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Choice of Law, Forum Selection, & Jury Waiver

Except as set forth in the Arbitration Agreement section above, all matters relating to your access to or use of the site and all matters arising out of or related to these Terms & Conditions, will be governed by

the applicable laws of the United States of America and the laws of the State of Delaware, without regard to Delaware's choice of law principles. Unless you and Nitra agree otherwise, in the event that it is determined or these Terms & Conditions provide that a claim should not proceed through arbitration, you agree that any claim or dispute (with the exception of a claim or dispute appropriately lodged in any small claims court in the United States of America) shall be resolved in the United States District Court for the South District of New York, and you submit to the personal jurisdiction of that court. If subject matter jurisdiction (including diversity jurisdiction) does not exist in the United States District Court for the Southern District of New York for any such claim, then the exclusive forum and venue for any such action shall be the courts of the State of New York located in New York County, and you submit to the personal jurisdiction of that court. As to any proceeding in court, you and Nitra both waive your right to a jury trial, unless such waiver is unenforceable.

The choice-of-law and forum-selection provisions in this section do not apply to the Arbitration Agreement or to any arbitrable disputes as provided by the Arbitration Agreement section. Instead, as provided in the Arbitration Agreement section, the FAA shall apply to any such disputes.

Entire Agreement; Waiver; Severability; Assignment; Force Majeure

These Terms & Conditions, including policies and information linked from or incorporated herein or otherwise found on the Marketplace, constitute the entire agreement between you and Nitra with respect to the Marketplace and supersede all prior or contemporaneous communications, agreements, and proposals with respect to the Marketplace. No provision of these Terms & Conditions shall be waived except pursuant to a writing executed by the party against whom the waiver is sought. No failure to exercise, partial exercise of, or delay in exercising any right or remedy under these Terms & Conditions shall operate as a waiver or estoppel of any right, remedy, or condition. Except as provided in the Arbitration Agreement section, if any provision of these Terms & Conditions is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms & Conditions without our express prior written consent. We will not be responsible for failure to fulfill any obligation due to causes beyond our control.

Contact Us

If you have any concerns about Nitra or your use of the Marketplace, please contact us with a detailed description and we will try to resolve it.

Unlawful or Prohibited Uses

The Marketplace may only be used for lawful purposes in accordance with the terms of the license granted in these Terms & Conditions. As a condition of your use of the Marketplace, you warrant to Nitra that you will not use the Marketplace for any purpose that is unlawful or prohibited by these Terms & Conditions. Whether on behalf of yourself or on behalf of any third party, you may not:

Make any commercial use of the Marketplace or its Content, including making any collection or use of any product listings, descriptions, prices or images;

Download, copy or transmit any Content for the benefit of any other person or entity;

Use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Marketplace other than the search engine and search agents provided by Nitra or generally publicly available browsers;

Frame, mirror or use framing techniques on any part of the Marketplace without Nitra's express prior written consent;

Make any use of data extraction, scraping, mining or other data gathering tools, or create a database by systematically downloading or storing Marketplace content, or otherwise scrape, collect, store or use any Content, account information, product listings, descriptions, prices or images, except pursuant to the limited license granted by these Terms & Conditions;

Use any meta tags or any other hidden text utilizing Nitra's name or marks;

Misrepresent the identity of a user, impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Marketplace;

Conduct fraudulent activities on the Marketplace;

Violate or attempt to violate the security of the Marketplace, whether in an automated fashion or otherwise, including, without limitation: (i) accessing data not intended for you or logging onto a server or an account that you are (a) not authorized to access or, (b) in the case of a user account, not the registered user of such account; (ii) trying to change the behavior of the Marketplace; (iii) attempting to probe, scan or test the vulnerability of a system or network, or to breach security or authentication measures; (iv) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting malware to the Marketplace, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (v) forging any header or any part of the header information in any email or posting; or (vi) forging communications on behalf of the Marketplace (impersonating the Nitra Marketplace) or to the Marketplace (impersonating another user whether such user provided their approval for such action(s) or not);

Send unsolicited or unauthorized email on behalf of Nitra or any Nitra partner, including promotions and/or advertising of products or services;

Tamper with the Marketplace or use or attempt to use any device, software, routine or data that interferes or attempts to interfere with the working or functionality of the Marketplace or any activity being conducted on the Marketplace;

Restrict or inhibit any other person from using the Marketplace (including, without limitation, by hacking or defacing any portion of the Marketplace);

Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any portion of, use of, or access to the Marketplace;

Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Marketplace; or

Remove any copyright, trademark or other proprietary rights notice from the Marketplace or materials originating from the Marketplace.

Nitra Price Match Guarantee

If you are a Nitra Card account holder, Nitra guarantees that we'll match the product prices from online competitors for identical and immediately available new products (excludes clearance, refurbished, and open-box items). Identical products are those offered in the same quantities and qualities and bearing the same SKU.

Our Price Match Guarantee does not cover:

- Pricing only available to select groups of customers including Nitra Card account holders, loyalty members or loyalty offers, discounts relating to non-warehouse membership, or paid loyalty programs.
- Any financing offers, bundle offers, items included in bundle offers, subscription services, free items, pricing errors, mail-in offers, coupon offers, items that are advertised as limited quantity, out of stock items, clearance items, open-box items, refurbished items, and pre-owned items.

Process for Requesting Price Match

1. Find a qualifying product

Find a qualifying product that you want Nitra to price match. Make sure the product you would like to price match is an immediately available new product and is identical to the product on our Marketplace (it must be a matching brand with identical SKU).

2. Chat or call to request a price match

Connect with us via chat or by phone. Please be prepared to direct us to the website that is displaying the current lower price you would like to match, or to send us your GPO purchase order within the last month for GPO price matching. If we can validate the lower price with you, and all other criteria are met, we will honor that lower price. We may refuse a price match in our sole discretion for any suspected fraud or abuse.

Out of Stock or Limited Quantities

Retailers may advertise a product in ads or on their website as having limited quantities in stock. If the item is out of stock or the retailer has advertised as limited quantities of an item, it is not eligible for price matching.

Warehouse Clubs

We will match the prices of warehouse clubs as long as all price match criteria are met. If the warehouse club website price requires a membership identification or login to view, price match is available only if you can display such pricing to us via screen share or other real-time interaction.

Concierge Purchasing

If you are a Nitra Card account holder, our dedicated customer success team will help your business find the supplies you need if they are not available to be purchased through our Marketplace. Note that we cannot guarantee that we can find the product you're looking for, or the quantities or pricing you're looking for, but we will endeavor to do our best. We will let you know within one business day if we are able to

locate the product(s); if so, we will direct you to the specific vendor so that you may complete the transaction directly on your Nitra Card. All purchases and any product warranties will run directly between you and the vendor.