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Generally, the role of cookies is beneficial, making your interaction with frequently visited sites smoother with no extra effort on your part. Without cookies, online shopping would be much harder. Without cookies, some websites will become less interactive with the cookie option turned off.

Session cookies These cookies expire when you close your web browser (Internet Explorer, Firefox, Safari, Google Chrome). These cookies are used for various reasons, for example, remembering what you have put in your shopping basket as you browse a website. They can also be used for security to access your Internet banking or email.

Persistent cookies These cookies are still stored on your computer after you have closed your web browser which allows your preferences on websites to be remembered. These cookies are used for a variety of purposes, for example, remembering your preferences on a website (your language choice or your username on a particular website).

First and Third-Party cookies This refers to the website placing the cookie. First party cookies are cookies set by the website you are visiting. Third party cookies are set by another website; the website you are visiting may have advertising on the page and this other website will be able to set a cookie on your computer. Third party cookies on the main web browsers allow third party cookies by default. Changing the settings on your browsers can prevent this.

Exceptions There are some exemptions to the above where it is essential for a website to store information on your computer, for example, to provide a service to you that you have requested. We employ the use of cookies. By using BrightCart's website you consent to the use of cookies in accordance with BrightCart's privacy policy. Most of the modern-day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

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-Sell, rent or sub-license material from www.brightcart.io

-Reproduce, duplicate or copy material from www.brightcart.io

- Redistribute content from www.brightcart.io(unless content is specifically made for redistribution). Hyperlinking to our Content The following organizations may link to our Web site without prior written approval:

-Government agencies;

-Search engines;

-News organizations; Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and

-System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and

-Charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Web site information so long as the link:

(a)is not in any way misleading;

(b)does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and

(c) fits within the context of the linking party's site. We may consider and approve in our sole discretion other link requests from the following types of organizations:

-online directory distributors;



-internet portals;

-accounting, law and consulting firms whose primary clients are businesses; - educational institutions and trade associations.

We will approve link requests from these organizations if we determine that:
(a)the link would not reflect unfavourably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work- at-home opportunities, shall not be allowed to link);

(b)the organization does not have an unsatisfactory record with us;

(c)the benefit to us from the visibility associated with the hyperlink outweighs the absence of;

(d)and where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link:

(a)is not in any way misleading;

(b)does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and

(c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to legal@brightcart.io.

Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our web site, and a list of the URL(s) on our site to which you would like to link.



Allow 2-3 weeks for a response. Approved organizations may hyperlink to our Web site as follows: -By use of our corporate name; or -By use of the uniform resource locator (Web address) being linked to; or -By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site. No use of BrightCart's logo or other artwork will be allowed for linking absent a trademark license agreement.

Iframes Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site. **Reservation of Rights** We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions. **Removal of links from our website** If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

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BrightCart will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with these terms



or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

No matter how many claims are made and whatever the basis of such claims, BrightCart's maximum aggregate liability to you under or in connection with these terms in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in these terms) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by You for the services in relation to which Your claim arises during the 12 month period prior to such claim.

None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of BrightCart, its employees or its sub-contractors. BrightCart shall not be liable for any interruptions to the services or outages arising directly or indirectly from: I. interruptions to the flow of data to or from the internet; II. changes, updates or repairs to the

network or software which it uses as a platform to provide the services; III. the effects of the failure or interruption of services provided by third parties; IV. factors outside of BrightCart's reasonable control;

V. your actions or omissions (including, without limitation, breach of Your obligations set out in these terms) or those of any third parties; VI. problems with Your equipment and/or third-party equipment; VII. Interruptions to the services requested by You. We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

Force Majeure BrightCart shall not be responsible for any failure to provide any services or perform any obligation under these terms because of any act



of God, strike, lock-outs or other industrial disputes (whether involving the workforce of BrightCart (or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

Non-Waiver The failure of BrightCart to require Your performance of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by BrightCart of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Survival The provisions, terms, conditions, representations, warranties, covenants, and obligations contained in or imposed by these terms which by their performance after the termination of Your contract, shall be and remain enforceable notwithstanding termination of these terms for any reason.

However, neither party shall be liable to the other for damages of any sort resulting solely from terminating Your contract in accordance with its terms but each party shall be liable for any damage from any breach by it of these terms. **Disclaimer** To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury resulting from negligence;

- limit or exclude our or your liability for fraud or fraudulent misrepresentation;

- limit any of our or your liabilities in any way that is not permitted under applicable law; or -exclude any of our or your liabilities that may not be excluded under applicable law.



The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer:

(a) are subject to the preceding paragraph; and

(b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty. To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.