**Terms of Service**

Sourcing and Fulfillment Services

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# **Acceptance of Terms**

By utilizing the sourcing and fulfillment services offered by ProSourcify , hereinafter referred to as "the Company," you acknowledge and agree to adhere to the following comprehensive Terms of Service (TOS). Failure to accept these terms will preclude you from accessing and using our services.

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###### **Description of Services**

The Company provides a range of sourcing and fulfillment services, including but not limited to product procurement, warehousing, order processing, and distribution. The specific scope of services for each client will be detailed in their individual service agreement.

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###### **Client Responsibilities**

As a client of the Company, you are responsible for:

* Providing accurate and comprehensive information required for the successful fulfillment of orders.
* Timely payment of all service fees and charges as specified in the service agreement.
* Ensuring compliance with all relevant laws, regulations, and standards governing the products sourced and fulfilled through the Company's services.

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###### **Payment Terms**

* You agree to remit payment for all fees, charges, and expenses as outlined in your service agreement. The Company maintains the right to adjust pricing and fees as necessary, with prior notice.
* Payment terms and accepted payment methods will be set out in the service agreement.

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###### **Cancellation, Returns, and Refunds**

The Company's policies concerning order cancellation, product returns, and refund processes are expounded upon in the service agreement. The Company reserves the right to impose cancellation fees or withhold refunds in accordance with the service agreement.

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###### **Intellectual Property and Branding**

* You retain ownership of all intellectual property rights associated with your product listings, brand identity, and proprietary materials. The Company disclaims responsibility for any copyright or trademark infringement issues related to your products.
* With your express consent, the Company may employ your business name and logo for promotional purposes.

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###### **Liability and Warranty**

* The Company disclaims liability for any products that may be damaged, lost, or otherwise compromised during the fulfillment process.
* No warranties, either explicit or implicit, concerning the quality, accuracy, or reliability of the Company's services are made.

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###### **Indemnification**

You commit to indemnify and hold the Company, its employees, agents, and affiliated entities harmless from any claims, losses, or damages stemming from your utilization of our services or any violation of these TOS.

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###### **Termination**

The Company maintains the authority to terminate its services and your access thereto at its sole discretion. You may terminate your services by furnishing written notice to the Company.

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###### **Amendments to TOS**

The Company reserves the right to amend these TOS at any time. Notification of changes will be provided, and your continued utilization of our services signifies your acceptance of the revised TOS.

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