

PLEASE READ THIS LEGAL DISCLAIMER AND TERMS OF SERVICE CAREFULLY  
BEFORE ACCESSING OUR WEBSITE OR USING OUR SERVICES

A visitor to the Website (as defined below), current Customer (as defined below) or prospective Customer is subject to this Legal Disclaimer and Terms of Service (“Terms”), as set forth below. These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

### **1. You and Us**

Welcome to E-Commerce.One (the “Company,” “we,” “us,” and “our”). Formally, we are E-Commece.One LLC and do business as E-Commerce.One, so references to the “Company,” “we,” “us,” and “our” are references to E-Commece.One LLC. We provide our services (“Services”) online, including via our website at [www.e-commece.one](http://www.e-commece.one) or any website owned by E-Commece.One (collectively the “Website”), and other forms of communications such as email. Providing information on the Website also constitutes part of the Services.

We use the term “User” or “you” or “your” or “Visitor” or “Customer” to mean any past, current, or prospective customer of our Services as well as any visitor to the Website. These Terms apply to each Customer. There will be no fees for Customers to use the Services unless stated explicitly in these Terms or in other notices from E-Commece.One to Customers such as information on the Website.

These Terms govern your access to and use of our Services. By accessing or using the Services (including accessing the Website), you agree to be bound by these Terms as if these Terms were signed by you in ink on a hard-copy agreement. We may also ask you to confirm that you agree to these Terms, including by taking particular actions, such as clicking a button labelled “I Agree” or “Buy Now” or using the Services. Any personally-identifiable information about you or anyone else may be stored on or through the Services (“Personal Data”). So long as you are a Customer, E-Commece.One hereby grants you permission to use the software (“Software”) included in the Website as part of the Services. Your right to use the Software is revocable by E-Commece.One, and is not sublicensable. Moreover, the Software must be used solely for personal use by you.

The information provided in the Website or via any other means of transmission from E-Commece.One is not legal advice, but general information. The content contained on the Website or information contained in any other transmission from E-Commece.One is subject to these Terms.

E-Commece.One reserves the right to change or update these Terms at any time. Changes or updates of these Terms will appear on the Website and/or be communicated to Customer and are effective immediately. Use of the Website or receipt of Services after any such changes constitutes your consent to such changes and updates.

### **2. Informational Purposes Only**

The purpose and intent of E-Commece.One is to provide you with general information, and not to provide any specific advice (legal or otherwise). The information presented is provided solely for informational purposes and constitutes an advertisement for services. E-Commece.One does not wish to represent anyone desiring legal representation based upon viewing the Website or information provided via email, facsimile, phone conversation, or any other form of transmission. Visitors or recipients of this information should not act upon this information without consulting with legal counsel. None of the information on the Website constitutes

professional or legal advice or a recommendation by E-Commerce.One, its representatives, agents, or otherwise. E-Commerce.One operates exclusively at Customer's direction and does not offer legal, tax or accounting advice or services, and no information provided by E-Commerce.One constitutes legal, tax, or accounting advice.

The transmission and receipt of materials provided by E-Commerce.One is not intended to and does not create an attorney-client relationship. Also, providing any of the information made available at the Website or via other forms of transmission does not create a business, legal, or professional relationship.

### **3. Information Provided As-Is**

Information obtained from E-Commerce.One or the Website should NOT be used as a substitute for legal advice from an attorney. It is provided "as is", is not guaranteed to be correct, complete or up-to-date, and E-Commerce.One expressly disclaims all warranties and disclaims any and all liability of responsibility for loss, claim, liability, or damage that is a result of or in any manner related to errors or omissions in the content provided by E-Commerce.One or the Website.

### **4. Content**

Any information, text, graphics, photos or other materials uploaded, downloaded or appearing in connection with our Services or on our Website, including all Personal Data, are collectively referred to as "Content". When you provide Content to us ("Customer Content"), you warrant to us that you have all rights necessary to provide your Content to us.

In addition to Customer Content, some of the Content on the Services and Website is owned by us ("E-Commerce.One Content"), and by partners and other entities ("Third Party Content"). You may use E-Commerce.One Content and Third Party Content for your personal use only. Except for Customer Content, you may not share any Content with any other person or entity without the prior written permission of the owner of that Content. For example, you would need to obtain our prior written permission prior to re-posting any E-Commerce.One Content to another website or sharing it with others.

We own E-Commerce.One Content and the Services, and all intellectual property associated therewith, including copyrights and trademarks. You may not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices in or accompanying the Services or any of the Content other than Customer Content. You may not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Services or any Content, other than Customer Content.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person that originates the Content. We do not monitor the Content posted via the Services. E-Commerce.One will not be liable for any Content, including but not limited to any errors or omissions in any Content, or any loss or damage of any kind incurred arising out of the Content or any use of any Content.

Your use of or reliance on any Content or materials posted on our Website or provided to or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Website or in connection with the Services. We do not endorse any opinions expressed via the Services.

You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings or Content that have been mislabeled or are otherwise deceptive. You grant E-Commerce.One and agree to grant E-Commerce.One a nonexclusive, perpetual, irrevocable, worldwide, unlimited, assignable, sublicensable, transferable, fully paid-up and royalty-free right and license to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and

commercialize Customer Content in any form, format or process now known or hereafter discovered, via the Services or otherwise, including but not limited to any Customer-generated Content, ideas, concepts, techniques or data, without any further consent by you, and without any notice or compensation to you or to any third parties (“Content License”). Except for the Content License you grant to us, you retain all ownership or other rights you may have to Customer Content. Prior to providing us with Customer Content, you should retain a copy of Customer Content in a safe place accessible to you.

You are responsible for your use of the Services, for your Content, and for the consequences of what you do.

## **5. Customer Contact Information**

BY CUSTOMER PROVIDING ANY EMAIL ADDRESS, PHONE NUMBER, CELLULAR PHONE NUMBER, OR ANY OTHER MEANS OF CONTACTING CUSTOMER (“CUSTOMER CONTACT INFORMATION”), CUSTOMER EXPRESSLY AGREES THAT E-COMMERCE.ONE CAN CONTACT SUCH CUSTOMER VIA SUCH CUSTOMER CONTACT INFORMATION (INCLUDING VIA TEXT MESSAGES) FOR ANY PURPOSE, INCLUDING PROVIDING INFORMATION REGARDING OR IN CONNECTION WITH THE SERVICES, AS WELL AS FOR ADVERTISEMENTS OR TELEMARKETING MESSAGES VIA AUTODIALED CALLS, TEXTS, OR ROBOCALLS. PHONE CALLS OR TEXT MESSAGES DIRECTED TO CUSTOMER CONTACT INFORMATION MAY CONTAIN ARTIFICIAL OR PRERECORDED MESSAGES. CUSTOMER’S CONSENT TO BE CONTACTED VIA ANY OF THE CUSTOMER CONTACT INFORMATION (INCLUDING VIA TEXT MESSAGES) IS NOT REQUIRED FOR PURCHASE OF SERVICES AND CUSTOMER CAN CONTACT E-COMMERCE.ONE CUSTOMER SERVICE TO WITHDRAW SUCH CONSENT AT ANY TIME OR TO SIGN A VERSION OF THESE TERMS AND CONDITIONS WHICH DO NOT PROVIDE SUCH CONSENT. MESSAGE AND DATA RATES MAY APPLY IN CONNECTION WITH CONTACTING CUSTOMER AT CUSTOMER CONTACT INFORMATION.

## **6. Minimum Age**

You must be at least 18 years old to register with us and use the Services. You warrant that you have the right, authority and capacity to enter into these Terms as a binding agreement. If anyone under the age of 18 (“Young Person”) provides any Content to us, the Young Person’s parent or guardian may contact us. We will delete any Content provided by the Young Person.

## **7. Privacy**

Certain types of Content you submit to us might reveal your gender, ethnic origin, nationality, age, religion, sexual orientation, health information, or other Personal Data about you or others. Each time you use our Services or submit Personal Data or other Content to us, you confirm your consent to the collection, storage, processing, use, sharing, and onward transfer of your Personal Data and any other Personal Data you submit, and all other Content you provide, as further stated in the version of these Terms and the version of the Privacy Policy that are current as of the date of your submission.

Please note, however, that any Personal Data, or other Content or data collected, stored or processed by a partner or a third party is subject to the privacy policy or agreements of that partner or third party. We are not responsible for the privacy practices, security, or other aspects

or processes of any partner or third party, except as expressly stated in the current version of these Terms and the current version of the Privacy Policy.

We also reserve the right to access, read, preserve, and disclose any Content, data or other information (including Personal Data) as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce the Terms, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to Customer support requests; or (v) protect the rights, property or safety of E-Commerce.One, the Services, our customers and the general public.

## **8. Third-party Sites**

The Website contains links to servers maintained by other businesses and organizations, which exist independently from E-Commerce.One or the Website. E-Commerce.One cannot provide any warranty about the accuracy or source of the information contained on any of these servers or the content of any file a Customer might download from these sites. No such third party is endorsed or recommended by us by virtue of the fact that links to their servers appear on the Website. All accessing and downloading of material from such third party sites is at the Customer's own risk, for which E-Commerce.One is not responsible or liable in any way.

**All third party information is provided without any warranty, express or implied, as to its legal effect and completeness.**

For the avoidance of doubt, all charges imposed by such third parties - including but not limited to auto-renew fees for registered agent and/or any other services - cannot be reversed, discounted or in any way altered after those charges have been applied to your account.

## **10. Disclaimer of Warranties**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR FEEL HARMED BY E-COMMERCE.ONE, THE SERVICES, OR ANYTHING RELATED TO THE SERVICES, YOU MAY STOP USING THE SERVICES. TERMINATION IS YOUR SOLE AND EXCLUSIVE REMEDY. IN PARTICULAR, WE DISCLAIM THAT THE SERVICES WILL RESULT IN ANY PARTICULAR FINANCIAL BENEFIT OR OTHER BENEFIT OR SUCCESS TO CUSTOMERS IN ANY WAY.

WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. WE DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR WITHOUT ERRORS. THE OPERATION OF THE SERVICES, INCLUDING THE WEBSITE, MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS. FURTHERMORE, WE DISCLAIM ALL LIABILITY FOR ANY MALFUNCTIONS, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET OR ANY OTHER NETWORK, AND FOR ANY OTHER REASON.

## **11. Cancellation Policy and Termination**

E-Commerce.One may, at its sole discretion, refuse or cancel existing Services to any person or entity for any reason, including for misuse of E-Commerce.One promotions.

For example, if E-Commerce.One were to offer a promotion (such as a promotion on state

incorporation), such promotion can only be used once by a Customer and attempting to use such promotion more than once by the same Customer is misuse of E-Commerce. One reserves the right to refuse service or cancel any orders in which a Customer is misusing a E-Commerce. One promotion by attempting to use such promotion a second time or more. E-Commerce. One is not responsible for any damage or loss that may result from E-Commerce. One's refusal or cancellation of Services for any reason.

An order is generally refundable until payment is forwarded to any government entity, such as a state or the U.S. federal government (typically within twenty-four hours after an order is placed), less a \$100.00 cancellation fee and less any other expenses which have been paid or incurred in furtherance of an order, including payments to any entities, including state agencies or the Federal government or third party vendors. Once payment has been forwarded to any government entity or third party, E-Commerce. One cannot accept any cancellations or any other changes to an order. In the case of trademark filings, once a trademark search has been conducted or payment has been made to the U.S. Patent and Trademark Office, E-Commerce. One cannot accept any cancellations or any other changes to an order. To request an order cancellation prior to E-Commerce. One making any payments to a government entity or other third party, or prior to a search being conducted for a trademark filing, your order must be in Review status. You must place the cancellation request meets E-Commerce. One's requirements as stated above, as determined by E-Commerce. One at E-Commerce. One's sole discretion, then E-Commerce. One will honor the cancellation. Instructions to cancel an order or any other changes to an order cannot be accepted by telephone or text messages. E-Commerce. One does not dispute legitimate chargebacks. If, however, an illegitimate or improper chargeback (e.g., a chargeback requested after payment by E-Commerce. One to a government entity or third party, or after a trademark search has been conducted) is submitted, E-Commerce. One reserves the right to take any actions E-Commerce. One deems appropriate at E-Commerce. One's sole discretion. Such actions by E-Commerce. One include, but are not limited to, cancelling subscriptions or other Services and the dissolution of any entity formed for which payment was charged back or disputed by Customer. Customer shall be liable to E-Commerce. One for all costs incurred by E-Commerce. One in dissolving such legal entity. If E-Commerce. One is unable or unwilling to dissolve such entity, or if payment was made to the

U.S. Patent and Trademark Office for a trademark filing, Customer agrees to dissolve such entity promptly or abandon the trademark filing, at the request by E-Commerce. One, or be liable to E-Commerce. One for liquidated damages in the amount of five hundred U.S. dollars (US\$500) plus any and all costs incurred by E-Commerce. One to collect the liquidated damages and dissolve the legal entity, including court costs, legal fees, and collection costs to the extent not prohibited by applicable law. E-Commerce. One reserves the right to dissolve any legal entity which is fraudulently formed by any person who uses a third party's name without authorization from such third party to form the legal entity, and any person who forms such legal entity shall be liable to E-Commerce. One for liquidated damages in the amount of ten thousand U.S. dollars (US\$10,000) plus any and all costs incurred by E-Commerce. One to collect the liquidated damages and dissolve the legal entity, including court costs, legal fees, and collection costs to the extent not prohibited by applicable law.

We may terminate these Terms for any reason or no reason, at any time, with or without notice. Any termination by us shall be effective immediately or as may be specified in our notice.

We may restrict, suspend or block the access of any Customer who abuses or misuses the Services. Misuse includes, among other things, infringing any intellectual property rights, using any functionality, feature or capability of the Services to generate, support or transmit any form of spam, engaging in any behavior or activity that we asked you not to do, or any other behavior that we, in our sole discretion, deem contrary to the mission and purpose of E-Commerce.One and the Services.

Upon termination, you may lose access to some or all of the Services. We may block access to the Services from an Internet Protocol (“IP”) address or range of IP addresses associated with those of terminated Customers. Upon termination, all licenses and other rights granted to you by us in these Terms will immediately cease, but any licenses you have granted to us will survive termination regardless of the reason for such termination. In addition, any fees invoiced to you prior to termination that have not been paid will continue to be due in accordance with these Terms, and no refunds shall be provided for payments previously made.

#### **10. Auto-renewal Services and Price Changes**

Services provided by E-Commerce.One may automatically renew to keep a Customer’s legal entity in compliance with state or other government requirements. A current and active credit card on file will be charged by E-Commerce.One’s registered agent partner, for the annual renewal of the Registered Agent service. The current Registered Agent service annual renewal fee is available on the Website and the Customer Dashboard (see Website). Customer has the option to cancel the Registered Agent service at any time by assigning a new registered agent with state and notifying E-Commerce.One of the change. If such notification is not provided to E-Commerce.One by the expiration date of the existing Registered Agent service, E-Commerce.One may automatically renew these Services. If E-Commerce.One is unable to complete an auto-renewal due to payment failure, E-Commerce.One may, at its sole discretion, cancel the Registered Agent service. Credit card information held for purposes of automatic renewal and subscription Services by E-Commerce.One will not used for other purposes without Customer consent and permission. E-Commerce.One and E-Commerce.One’s registered agent partner implement reasonable safeguards to protect Customer data pursuant to the Privacy Policy. All prices for Services advertised on E-Commerce.One are subject to change at any time without notice.

#### **11. Lawful Use**

Customer hereby agrees, represents, and confirms that Customer will not use the information presented, products, Services or materials purchased from or provided by E-Commerce.One to commit fraud or any other illegal act or crime; to mispresent identity or legal purpose; to misrepresent, misstate, or falsify information on legal documentation; to misrepresent or mistake any fact; or in any other unlawful, illegal or improper manner. Customer hereby agrees to be responsible for any costs, including legal fees, incurred by E-Commerce.One in the event Customer fails to conform to this requirement. Customer hereby accepts full liability and shall indemnify, defend and hold E-Commerce.One, its owners, agents, employees, representatives, and providers harmless from any and all damages, claims, demands, judgments, expenses, and causes of action asserted against E-Commerce.One by any person or local, state or federal government agency arising from or out of any event, circumstance, act or incident resulting from Customer’s use or misuse of the information presented, or products, Services or materials provided by E-Commerce.One.

Customer hereby agrees and confirms to give E-Commerce. One complete authority to sign documents on Customer's behalf for the purpose of, and not limited to, completing any order or modification thereof on Customer's behalf.

E-Commerce. One reserves the right to investigate complaints or reported violations of these Terms and to take any and all actions it deems necessary or appropriate including the reporting of any suspicious or suspected unlawful or illegal activity to law enforcement, applicable regulators or other third-parties. E-Commerce. One may disclose any information necessary or appropriate in this respect, including Customer-submitted information, profiles, email addresses, usage reports, IP addresses, Customer traffic, and other Customer Content.

As a condition to your right to access the Website and to use the Services, you agree to these Terms, including agreeing to comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements and to provide accurate information to us and update it as necessary. You also agree to review our Privacy Policy, which may change from time to time as well as review and comply with notices sent by us concerning the Services.

You also agree to not act dishonestly, inappropriately or unprofessionally by posting inappropriate, inaccurate, or objectionable Content. Furthermore, you agree not to use software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other part of the Services. You will also not override any security component included in or underlying the Services.

## **12. Post-Formation Information and Maintenance**

Customer acknowledges that Customer is solely responsible for the post-formation maintenance, reporting, filings, and any other documentation required to maintain formation status and/or legal, tax or other required compliance with applicable federal, state or local government agencies or oversight commissions. Customer acknowledges that E-Commerce. One may provide Customer with information regarding post-formation maintenance. E-Commerce. One may provide updates, notifications and/or reminders to the postal address or email address or cellular telephone number provided by Customer or as a post or alert to Customer's online account (if applicable) solely as a courtesy and such does not create any liability on the part of E- Commerce. One. E- Commerce. One is not responsible for: (i) Customer's action or inaction based on any information provided via email, facsimile, cellular phone text, phone conversation, website posting, alert, or any other form of transmission or communication; (ii) Customer's failure or inability to receive or access the information; or (iii) E-Commerce. One's decision, in its sole discretion, to cease providing such information. E-Commerce. One makes no representation or warranty as to the comprehensiveness or timeliness of the information. Customer acknowledges that it is Customer's sole responsibility to comply with all applicable state, local, federal, or international laws.

## **13. Limitation of Liability**

**CUSTOMER HEREBY AGREES THAT IN NO EVENT SHALL E-Commerce. One BE LIABLE FOR ANY DAMAGE, LOSS, CLAIM, INJURY, OR LIABILITY RESULTING FROM YOUR USE OF THE WEBSITE OR ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR INFORMATION PROVIDED BY E-Commerce. One (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES).**

TO THE EXTENT PERMITTED BY LAW, NEITHER E-COMMERCE.ONE NOR ANY OF E-COMMERCE.ONE AFFILIATES SHALL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES, IF ANY, YOU PAID E-COMMERCE.ONE DURING THE CALENDAR YEAR IN WHICH SUCH EVENT IS CLAIMED TO HAVE OCCURRED, OR USD \$100, WHICHEVER AMOUNT IS LOWER.

NEITHER E-COMMERCE.ONE NOR ANY OF E-COMMERCE.ONE AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA TO YOU, ANY ENTITY, OR ANY THIRD PERSON. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER (I) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, (II) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (III) THE LIMITED REMEDIES PROVIDED IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

#### **14. Waiver and Release**

Customer hereby waives, discharges, and releases E-Commerce.One of any and all claims, losses, demands, or liability of any kind against E-Commerce.One, its owners, partners, affiliates, representatives, employees, agents, licensors, suppliers, and any other third party providers, whether known, unknown, disclosed or undisclosed, arising out of or in any way connected with your use of the information or Services of E-Commerce.One.

Customer also acknowledges and agrees that when third parties provide fulfillment services on E-Commerce.One's behalf and such services have been appropriately charged to Customer, including auto-renew fees, such fulfillment services cannot be subject to any type of refund and/or discount after charges for those services have been applied to the Customer's account.

#### **15. Indemnification**

Customer hereby agrees to indemnify, defend and hold harmless E-Commerce.One, its owners, partners, affiliates, representatives, employees, agents, licensors, suppliers, and any other third party providers, from and against all claims, losses, expenses, damages and costs, including but not limited to legal costs and fees, arising out of or in any way connected with Customer's use of the information or Services of E-Commerce.One. Customers acknowledge that any third-party service fees, including but not limited to registered agent fees, state filings, or business licenses, are non-refundable. Customer hereby agrees to indemnify, defend and hold harmless E-Commerce.One, its owners, representatives, and employees, from and against all claims, losses, expenses, damages and costs, including but not limited to legal costs and fees, arising out of or in any way connected to Services provided by an affiliate, partner, supplier, third party provider or vendor including but not limited to any act, omission, negligence, or error by such affiliate, partner, supplier, third party provider or vendor.

You agree to defend, indemnify and hold E-Commerce.One and its partners, as well as any of our respective subsidiaries, affiliated companies, officers, employees, members, directors, or service providers ("E-Commerce.One Affiliates") harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following alleged activities: (i) your Content or your access to or use of the Services; (ii) any alleged breach of these Terms; (iii) any breach, infringement, misappropriation or violation of any third-party right including without limitation any intellectual property right, publicity right, confidentiality, property right or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, any regulatory, administrative and legislative authorities; or (v) any misrepresentation



made by you. We ask that you cooperate as reasonably requested by E-Commerce.One in the defense of any claim. E-Commerce.One reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you. Customer will not in any event settle any claim against E-Commerce.One or E-Commerce.One Affiliates, without the prior written consent of E-Commerce.One, which consent E-Commerce.One may refuse in its sole discretion.

## **16. Dispute Resolution by Binding Arbitration or Small Claims**

Please read this carefully. It affects your rights. Summary: most customer concerns can be resolved quickly and to the customer's satisfaction by sending a electronic letter to our Customer Care Center at info@e-commerce.one. In the unlikely event that the E-Commerce.One Customer Care Center is unable to resolve your complaint to your satisfaction (or if E-Commerce.One has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration. Before arbitration, both parties must engage in a mandatory mediation process within 30 days. Failure to do so waives the right to arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts.

## **17. Arbitration Agreement:**

(a) All disputes, claims, or controversies arising out of or related to these Terms, the Services, or any aspect of the relationship between E-Commerce.One, its affiliates, employees, agents, partners, representatives, contractors, suppliers, or any third-party providers (collectively "Protected Parties") and the Customer must be resolved exclusively through binding arbitration. Customers expressly waive their right to file a lawsuit or participate in any class action, jury trial, or other court proceeding against E-Commerce.One or any Protected Party.

The arbitration shall be final, binding, and the sole method of dispute resolution for any claims by the Customer against E-Commerce.One or any Protected Party.

(b) E-Commerce.One and Protected Parties May Sue in Any Jurisdiction. While customers must submit to arbitration, E-Commerce.One and any Protected Party retain the right to bring legal action against any Customer in any court, in any jurisdiction of their choosing, including state, federal, or international courts. E-Commerce.One and Protected Parties may pursue claims for injunctive relief, contract violations, damages, intellectual property infringement, fraud, or any other dispute in any forum deemed appropriate.

(c) Arbitration Location and Rules. Arbitration shall be conducted exclusively in the State of Wyoming, under the rules of the American Arbitration Association (AAA). The arbitrator shall have no authority to modify these Terms, award punitive damages, or certify any class action. Each party shall bear its own legal costs, except that Customers must reimburse ECommerce.One and Protected Parties for all arbitration-related expenses if they prevail.

(d) Strict 180-Day Limit on Claims. All claims against E-Commerce.One or any Protected Party must be brought within 180 days from the date the claim arises. Any claim filed after this period shall be permanently barred, and Customers waive any rights to pursue claims after the deadline.

(e) Waiver of Class Actions and Jury Trials. Customers agree to resolve disputes only on an individual basis. Class actions, collective arbitrations, private attorney general actions, and jury trials are strictly prohibited. Customers acknowledge that they are waiving their right to participate in any representative action.

(f) Governing Law. These Terms, and any disputes arising from them, shall be governed exclusively by the laws of the State of Wyoming, without regard to conflict of law principles.

(g) Exceptions to Arbitration for E-Commerce.One and Protected Parties E-Commerce.One and any Protected Party may seek injunctive relief, damages, or any other remedy in any court or

jurisdiction of their choosing. This includes, but is not limited to, cases of fraud, intellectual property infringement, breach of contract, or customer chargebacks.

(h) Termination and Survival of Arbitration Obligations. Termination of Services or Account does not terminate or affect your obligation to arbitrate disputes. This arbitration provision survives termination of these Terms, the termination of any business relationship with E-Commerce.One, and your use of the Services. Even if you stop using E-Commerce.One's services, you remain bound by this arbitration requirement.

(i) Notices and Communications. Any required legal notices or arbitration demands must be sent in writing via U.S. certified mail to: E-Commerce.One LLC 30 N Gould St, Ste R, Sheridan, WY 82801. Customers agree that electronic notices via email or updates on E-Commerce.One's website constitute valid and sufficient notice.

(j) Modification of Arbitration Terms. E-Commerce.One reserves the right to modify this arbitration clause at any time. Any modifications will not apply retroactively to disputes that E-Commerce.One was already made aware of in writing. Continued use of the Services after modifications constitutes acceptance of the new terms.

(k) No Waiver of Arbitration Requirement. Failure by E-Commerce.One to enforce any provision in this arbitration agreement does not constitute a waiver of its right to require arbitration for future disputes.

## **18. General Provisions**

**Severability.** If any provision of these Terms is found by a court of competent jurisdiction to be illegal, void, or unenforceable, the provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the parties with respect to the provisions within the context of the overall Terms. If a court finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms will not be affected.

**Entire Agreement.** These Terms constitute the entire, complete and exclusive agreement between you and us regarding the Services, and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms. You acknowledge that you have had the opportunity to review these Terms and our Privacy Policy with counsel of your choice.

**No Informal Waivers, Agreements or Representations.** Any failure to act with respect to a breach of these Terms by one party does not waive the other party's right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Terms, no representations, statements, consents, waivers or other acts or omissions by either party or its affiliates shall be deemed legally binding unless expressly and specifically documented in a writing that refers to the Terms and states expressly the intent to modify or supplement the Terms.

**Assignment and Delegation.** You may not assign or delegate any rights or obligations under the Terms without the prior written permission of E-Commerce.One. Any purported assignment and delegation by you will be ineffective. We may freely assign or delegate some or all of our rights and obligations under the Terms and Privacy Policy, effective on sending a notice to you at the email address we have for you, or if we have no email address for you, by posting a notice of assignment on the Website.

**CUSTOMER HEREBY AGREES THAT CUSTOMER HAS READ AND AGREES WITH THIS LEGAL DISCLAIMER AND TERMS AND CONDITIONS IN ITS ENTIRETY**