

# SellFee Terms of Use

IMPORTANT: BY USING THE SERVICES (DEFINED BELOW) YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN PLEASE DO NOT USE THE SERVICES.

## 1. Acceptance of Terms

The following instrument consists of the terms and conditions governing access to and use of SellFee Tech Ltd.'s (the "**Company**" or "**we**") proprietary mobile application (the "**Application**") and website and the content, features, services and products therein (collectively, the "**Services**"). These SellFee TERMS OF USE together with the SellFee Privacy Policy available at: <http://www.sellfee.io/pp.pdf> (the "**Terms**") constitute a binding agreement between the Company and you, a user seeking to purchase ("**Customer**" and/or "**you**") from Company products that are offered on the Services and marketed by a member of Company's marketing affiliates network on its virtual store ("**Marketing Affiliate**" and "**Store**" respectively). By installing the application and/or using the Services (in whole or in part) in any way or manner you hereby agree to abide by, and be bound, by these Terms. If you do not understand and/or agree to these Terms, you should immediately exit the Services and cease making any use of the Services.

We may unilaterally change or add to the terms of these Terms at any time. In the event of a material change, we shall notify you via email or by means of a prominent notice on the Services. You should check our Services periodically and review changes to the Terms at the following URL: <http://www.sellfee.io/pp.pdf> and <http://www.sellfee.io/touc.pdf> .By continuing to use the Services following such changes, you hereby agree to be bound by such changes.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE IN SECTION 12 BELOW. EXCEPT FOR CERTAIN TYPES OF DISPUTES, AS EXPLAINED IN SECTION 12, YOU AND THE COMPANY AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING INDIVIDUAL ARBITRATION, AND YOU AND THE COMPANY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

## 2. License

Subject to the terms and conditions set forth herein, we hereby grant to you, and you accept, a personal, nonexclusive, non-transferable, non-sub-licensable, revocable (to the sole discretion of the Company), limited license to access and make personal non-commercial use of the Services, only according to the terms of these Terms.

## 3. Limitations and Representations

You hereby represent and warrant to the Company that: (a) you have, and will have at all times, all rights, licenses and consents required for your use of the Services, ordering products and providing information to Company and Marketing Affiliate, (b) you are at least eighteen 18 years old. Except as specifically permitted herein, you undertake and agree not to: (i) create false personas, multiple identities, multiple user accounts, set up an account on behalf of someone other than yourself or order products using someone else's means of payment; (ii) upload any information in respect of a third party and/or that is subject to any third party rights, without first obtaining from such third party all required approvals, licenses and consents to upload and use such information and/or content in connection with the Services (including use by the Company as permitted herein); (iii) sell, license (or sub-license), lease, assign, transfer, pledge, or share your account and/or any of your rights under these Terms with/to any third party; (iv) transfer, distribute, scrap, copy all or any part of the Services and/or the SellFee IPR (as defined below); (v) syndicate any part of the Services or refer to the Services by

use of framing, Deep Linking or similar techniques; (vi) make use of the Services in any jurisdiction where same are illegal or which would subject the Company or its affiliates to any registration requirement within such jurisdiction or country; (vii) use, or encourage, promote, facilitate or instruct others to use the Services for any illegal, harmful or offensive use; (viii) access the Services through or use with the Services any automated or unauthorized means, services or tools including without limitation any data mining, robots, or any other automated means or data gathering and extraction tools, including without limitation in order to extract for re-utilization of any parts of this Services; (ix) perform any act that destabilizes, interrupts or encumbers the Services or their servers or use "load testers", that enable sending more request messages to the servers of the Services, in a given period of time, than a human can reasonably send in that time period by using the Services; (x) copy, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), make any attempt to, or use Services in a way that might discover the source code of the Services and/or any other software available on the Services or create derivative works thereof, and/or usage that will subordinate the Company to reveal such code, and/or that will grant third party title for derivative creations originated from the Services or such code; and (xi) attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Services.

You are solely responsible for obtaining, paying for, repairing and maintaining all the equipment, software, hardware and services required for getting access to and using the Services.

#### **4. Ownership of Proprietary Rights**

The Services, including without limitation any underlying data, software, platforms, algorithms, technology, application design, any information, logos, trademarks, trade-names and brands, services, texts (including articles and blogs), files, images, sound, music, videos, organization, structure, specifications, "look and feel" and features and any enhancements, improvements and derivatives thereof and all Intellectual Property Rights related thereto ("**SellFee IPR**") are the property of the Company and/or its licensors who retain all right, title and interest in connection therewith.

**"Intellectual Property Rights"** means worldwide, whether registered or not (a) rights associated with works of authorship, designs, mask works and photography including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress, the right to publicity and goodwill rights; (c) patents, patent applications and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

No transfer or grant of any rights by the Company is made or is to be implied by any provision of these Terms or by any other provision contained in the Services with respect to the SellFee IPR or otherwise, except for the limited license set forth in Section 2 above.

#### **5. Orders and Payments**

- 5.1** In order to use the Services and place orders you will be required to open an account. You shall have sole responsibility and liability to any and all actions performed on your account and to keeping your password in secret.
- 5.2** You may order products from Company on the Services. The prices may be changed, from time to time, at Company's sole discretion. The price which will apply to your order will be the price presented at the time of payment for the order. Payment can be made only through the Services, via a third party payment interface.
- 5.3** Company does not hold products in inventory and relies on third parties for supplying, delivering and shipping the products. Company and Marketing Affiliate shall not be liable for delays in delivery. Please note that the delivery areas may be limited. If the requested destination is not included in the delivery areas of the Services and/or the volume of your orders exceeds the supply capacity then we may not be able to fulfill your order. Orders may

be divided between several shipments and sent from different points of origin, with different arrival dates.

- 5.4 Please note that in real life the product may appear differently (including, but not limited to, color and size) from the product description on the Services, including text, photos and/or videos, if any. In the event of delay or failure to receive the products that you ordered, please contact our customer support at [contact@sellfee.io](mailto:contact@sellfee.io) . Your sole and exclusive remedy and SellFee's and the Marketing Affiliate's sole and exclusive liability for failed shipment shall be to reship the products.
- 5.5 For our shipping and cancellation policy see <http://www.sellfee.io/cp.pdf>
- 5.6 You shall be exclusively liable and responsible for paying all customs, taxes, charges or levies applicable to your orders and their shipment.

## **6. Third Party Content and Services.**

The Company is not a party to any communication or transaction between Marketing Affiliates and Customers, whether through the Services or outside the Services, and shall not be responsible for any services or products provided by Marketing Affiliates outside the Services, including without limitation on its social media accounts, advertising campaigns or any other medium or platform (even if branded under the same name as the Store). The Company is not and shall not be liable or responsible for any third party content and does not promote, recommend, or endorse third party content.

Should you leave the Services via a link, websites, applications or use of third party content, you do so at your own risk.

## **7. Notice and Takedown**

In the event that you believe that any content included in the Services violates your Intellectual Property Rights, right to privacy or is false, defamatory, or otherwise illegal, inappropriate or offensive, please file a detailed notice of complaint to the Company to [contact@sellfee.io](mailto:contact@sellfee.io) identifying such content and detailing the facts basis of your complaint (including URL) and we will make reasonable efforts to remove the content. We will not be able to remove any content that was published outside the Services. In an event that such content is included in the name of the Store, please contact the Marketing Affiliate first and only if the Marketing Affiliate does not remove the content you may contact the Company. Please note that the Company cannot remove any content made available or disseminated outside of the Services and that the Marketing Affiliate is solely responsible for such content (e.g. on the Marketing Affiliate's social media page, advertising campaigns or in communications sent by or on behalf of the Marketing Affiliate).

## **8. Privacy**

The Company's Privacy practices are governed by SellFee's Privacy Policy, the most updated copy of which can be found at <http://www.sellfee.io/pp.pdf> ("**Privacy Policy**").

## **9. Disclaimer**

YOU AGREE THAT THE PRODUCTS AND/OR YOUR USE OF THE SERVICES SHALL BE AT YOUR OWN RISK. THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY AND MARKETING AFFILIATE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

THE COMPANY DOES NOT WARRANT THAT THE SELLFEE IPR AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE PRODUCTS WILL BE AVAILABLE FOR SHIPMENT OR THAT THESE SERVICES OR THE SERVER(S) THAT MAKE(S) THESE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR PRODUCTS INCLUDING WITHOUT LIMITATION THEIR CORRECTNESS, ACCURACY, RELIABILITY, AVAILABILITY OR OTHERWISE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF OR RELIANCE UPON THE SERVICES AND/OR ANY OF THE SELLFEE IPR.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **10. Limitation of Liability**

TO THE MAXIMUM PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL THE COMPANY AND ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL INCLUDING WITHOUT LIMITATION ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO THE PRODUCTS, YOUR USE OF THE SERVICES, OR RELIANCE ON ANY OF THE FOREGOING OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY THE COMPANY. WITHOUT DEROGATING FROM THE FOREGOING, IF DESPITE THE FOREGOING COMPANY WILL BE FOUND LIABLE OR RESPONSIBLE BY A COMPETENT AUTHORITY, UNDER ANY LEGAL THEORY, COMPANY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS THAT YOU PAID THROUGH THE SERVICES DURING THE PRECEDING SIX (6) MONTHS PERIOD.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS ARE MATERIAL BARGAINED FOR BASIS OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THESE TERMS.

## **11. Termination**

We may terminate these Terms and/or suspend your right to access or use any portion or all of the Services and/or SellFee IPR immediately (including without limitations the license set forth in Section 2 above), at our sole discretion without notice. Upon termination you shall immediately cease using the Services and the following Sections shall survive: 1, 3, 4, 6-13.

## **12. Arbitration, Class Waiver, and Jury Waiver**

- 12.1 Applicability of Arbitration Agreement.** All claims and disputes arising out of or relating to these Terms or the use of the Services that cannot be resolved in small claims court will be resolved by binding arbitration on an individual basis ("**Disputes**"), except that you and the Company are not required to arbitrate any dispute for enforcement or infringement of either party's Intellectual Property Rights ("**Excluded Disputes**"). Any and all Disputes relating to, arising out of, or in any way in connection with your rights of privacy and publicity are not Excluded Disputes.
- 12.2 Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association ("**AAA**"). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single neutral arbitrator. Any Disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For Disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum's rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- 12.3 Additional Rules for Non-appearance Arbitration.** If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.
- 12.4 Authority of the Arbitrator.** The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and the Company. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.
- 12.5 Waiver of Jury Trial.** YOU AND THE COMPANY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, OTHER THAN IN RESPECT OF EXCLUDED DISPUTES. You and the Company are instead electing to have claims and disputes resolved by arbitration. In any litigation between you and the Company over whether to vacate or enforce an arbitration award, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.
- 12.6 Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER, MARKETING AFFILIATE OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in Section 12.12 below.
- 12.7 Confidentiality.** No part of the procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed,

except by written agreement of the parties, pursuant to court order, or unless required by law. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

- 12.8 Right to Waive.** Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.
- 12.9 Opt-out.** You may opt out of this arbitration agreement. If you do so, neither you nor the Company can force the other to arbitrate. To opt out, you must notify the Company in writing no later than thirty (30) days after first becoming subject to this arbitration agreement. Your notice must include your name and address, the email address and phone number you provided through the Services when you registered or made a purchase, and an unequivocal statement that you want to opt-out of this arbitration agreement. You must send your opt-out notice to this address: [contact@sellfee.io](mailto:contact@sellfee.io)
- 12.10 Small Claims Court.** Notwithstanding the foregoing, either you, or the Company may bring an individual action in small claims court.
- 12.11 Arbitration Agreement Survival.** This arbitration agreement will survive the termination of your relationship with the Company.
- 12.12 Venue for Excluded Disputes.** Excluded Disputes shall be governed by and construed exclusively in accordance with the laws of the State of New York, US without regard to the principles of conflict of law therein. The parties consent to the exclusive jurisdiction of the competent federal and state courts of New-York, NY in respect of Excluded Disputes and hereby submit themselves to the exclusive jurisdiction of these courts.
- 12.13 U.N. Convention.** The application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly excluded, whether the claim is in arbitration or at court.

### **13. General**

(i) If any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms and shall not cause the invalidity or unenforceability of the remainder of these Terms; (ii) the Company may, at its sole discretion, at any time, start charging and/or change the fees for the Services and/or any feature or content therein (the "**Fees**"), under any payment conditions as it deems fit. You will see changes to the Fees on the payment page in the Services or in a notice provided on the Services or by email. By continuing to use the Services following such changes, you agree to be bound by such changes; (iii) you acknowledge and agree that the Company has the right, at any time and for any reason, to redesign or modify the SellFee IPR and other elements of the Services or any part thereof; (iv) these Terms are the entire agreement between you and the Company regarding the subject matter herein; (v) the Company may assign these Terms, in whole or in part, in its sole discretion. You are not entitled to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without the prior written consent of the Company. Any unauthorized assignment will be void and of no force or effect; (vi) no provisions of these Terms are intended or shall be construed to confer upon or give to any person or entity other than you and the Company any rights, remedies or other benefits under or by reason of these Terms; (vii) the Company's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by the Company as to subsequent enforcement of rights or subsequent actions in the event of future breaches; (viii) all waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion; (ix) ANY CAUSE OF ACTION INITIATED BY YOU AND ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH

CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO WAIVE ANY CLAIM YOU MAY HAVE IN ESPECT THEREOF.

If you have any further questions or require further clarification, please contact us by sending an e-mail to: [contact@selfee.io](mailto:contact@selfee.io)

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