

# 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 marketing affiliate seeking to open and manage a virtual store on the Services for marketing and sale of products ("**Marketing Affiliate**" or "**you**" and "**Store**" respectively) to customers who order products on the Services ("**Customers**"). 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/toum.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 16 BELOW. EXCEPT FOR CERTAIN TYPES OF DISPUTES, AS EXPLAINED IN SECTION 16, 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 use of the Services solely for opening and managing your Store on 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, including without limitation in respect of the provision of and license to your Content provided to the Company herein, (b) you obtained all authorizations and consents for uploading to the Services and using your phone and email lists and ensured that all persons on that list are at least 18 years old; (c) you, your communications with Customers and all of your activities comply with all applicable laws; (d) 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; (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) harass, send spam, intimidate, bully or threaten any person; (vi) 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; syndicate any part of the Services or refer to the Services by use of framing, Deep Linking or similar techniques; (vii) 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; (viii) use, or encourage, promote, facilitate or instruct others to use the Services for any illegal, harmful or offensive use; (ix) 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; (x) 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; (xi) 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; (xii) attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Services; (xiii) transmit or upload any viruses, spyware or other harmful, infringing, illegal, disruptive or destructive content, messages or files; and (xiv) deal with Coins (as defined below) in a manner not explicitly permitted by Company, including transferring Coins to third parties, selling or re-selling Coins or virtual items or obtaining or acquiring Coins or other products or services not in a manner approved by Company.

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.

If you submit any suggestion or feedback to Company ("**Feedback**"), you agree that Company may use and exploit such Feedback without any restrictions and hereby grants Company a perpetual, irrevocable, worldwide, royalty-free license to use the Feedback as it sees fit, including to modify and distribute the Feedback.

## 5. Orders and Payments

- 5.1 Customers may order products from Company on your Store. Company shall process and handle Customer orders. The prices of products and your commission may be changed, from time to time, at Company's sole discretion. The price and commission which will apply to orders made on your Store will be in accordance with the prices and commission in effect at the time of payment for the order ("**Commission**"). Payment can be made only through the Services, via a third party payment interface. You shall not charge your Customers outside the Services for products ordered on the Store.
- 5.2 Company does not hold products in inventory and relies on third parties for supplying, delivering and shipping the products. Company 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 the orders exceeds the supply capacity then we may not be able to fulfill the order.
- 5.3 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. If you receive any support tickets from Customers, you shall notify our customer support with all relevant information at [contact@sellfee.io](mailto:contact@sellfee.io).
- 5.4 For our shipping and cancellation policy see <http://www.sellfee.io/cp.pdf>
- 5.5 All sales are solely between Company and Customer and you shall not have any rights or claims in respect thereof. You earn your Commission subject after actual payment by Customer, fourteen (14) days after the Customer receives the shipment. All Commission earned by you will be retained by Company and recorded in your account on the Services. Commission will be transferred to you only when you request to make withdrawals. You may make withdrawals from your earned Commission at any time using the transfer methods approved by Company, provided that the minimum withdrawal amount is ten USD (\$10). Company shall not be required to pay commission for uncollected payments, cancellations or refunded payments.
- 5.6 The Commission is inclusive of all taxes, levies and charges. You shall have sole responsibility and liability for all taxes, levies and charges applicable to the Commission. Company shall be entitled to withhold and deduct any amounts from the Commission if required by law.

## 6. Domain Names

Company uses third party service providers for provision of domain registration and maintenance services to Marketing Affiliates. You may link to your Store a domain ordered on the Services and/or any domain you registered independently ("**Your Domain**"). You own Your Domain and will exclusively bear all responsibility, costs and liability in respect thereof, including for registration, renewal and transfer costs. Your Domains that are registered through the Services will be retained on your behalf and transferred to you upon submitting a written request with the Company.

## 7. Your Content

- 7.1 **Your Content.** You shall have sole responsibility and liability for: (i) any and all content that you upload to the Services, including without limitation the name of your Store and lists of prospective customers, (ii) any content you upload or promote and any activity on Your Domains and your social media platforms and other websites, whether such activity is related to the Services and products or not, and (iii) any and all of your communications with Customers ("**Your Content**"). We shall not be liable or responsible for Your Content or any parts thereof and shall be entitled, under our sole discretion, to remove or edit any of Your Content from the Services. You may not use a third party trademark, trade name, personal name, corporate name, domain name as a name for your Store.

- 7.2 License.** You hereby grant the Company a worldwide, royalty-free license to use, host, store, display, reproduce, modify, adapt, edit, publish, and distribute Your Content and to fully exploit Your Content for the provision, maintenance and improvement of the Services, and for publicity and advertisement.
- 7.3 Representations, Warranties and Undertakings.** You represent and warrant to the Company that: (i) the Company is not and shall not be liable to pay any payment (including royalties) to any third party in respect of Your Content; (ii) your Content is accurate, true, current, complete, and relevant; (iii) Your Content (a) comply with all applicable laws, rules and regulations and the Terms, (b) do not infringe the rights of any third party, including without limitation any Intellectual Property Rights, the right to privacy or publicity, and (c) does not contain any threatening, offensive, racist, hateful, threatening, violent, sexually explicit, obscene, libelous, defamatory or otherwise inappropriate content.

## **8. 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.

## **9. Virtual Currency and Goods**

You may be able to purchase and/or obtain virtual, in-platform currency (e. g. SellFee Monie, hereinafter "**Coins**") through the Services. Coins may cost real money. Coins may not be redeemed for real money, goods, services or any other item of monetary value from Company or any other party. Coins are not transferable, refundable (other than as set forth below), or exchangeable, except in Company's prior written approval provided at its sole discretion. Coins have no monetary value, and are not personal property. You understand that you have no right, title or interest in any virtual in-platform features, upgrades, items, Coins, cash or spins. You may not purchase, sell, or exchange Coins outside the Services. Doing so is a violation of these Terms and may result in termination of your account and/or legal action taken against you.

The Company retains the right to manage, control, change and/or cancel Coins or any other form of virtual currency, or the way any of them work at its sole discretion and without prior notice, including, without limitation, the prices and availability of Coins. The virtual features, upgrades, items, services and attributes offered by Company in exchange for Coins may be discontinued, modified or removed from your account by Company at any time in its sole and absolute discretion. Coins may only be held by legal residents of countries where access to and use of the Services are permitted. Coins may only be purchased or acquired from us and through means we provide on the applicable application or website or as we otherwise expressly authorize in writing. We reserve the right to refuse your request to purchase and/or acquire Coins for any reason. When purchasing Coins or other content as may be made available, you agree to pay us the applicable charges for your purchase, including any and all applicable taxes and charges, using a valid charge card or other payment method we may accept in accordance with the billing terms and prices in effect at the time the fee or charge becomes payable. You may cancel purchase of Coins only within fourteen (14) days of purchase by submitting a detailed written request to [contact@selfee.io](mailto:contact@selfee.io) and the Payment Provider (defined below), identifying your account and the reference number of the purchase, in which case the Coins will be deleted from your account and the purchase price will be refunded to you after deduction of handling and cancellation fees pursuant to applicable law. There are no refunds for Coins that were used (e. g. to purchase online content, abilities or features).

All transactions in Coins are final. If your game account is charged for items or features you did not purchase, or if you did not receive the items you purchased, or were charged an incorrect amount, you may request a refund or correction (solely in Coins) in accordance with the policies of the relevant payment provider (e. g. Google, Facebook, Apple or any other entity approved by Company, "**Payment Provider**"). Any such refund request must be received by Company and the applicable Payment Provider within ninety six (96) hours from the time of purchase and detail the amount of Coins charged and reasons for the request in order for it to be eligible for refund. Refund requests made ninety six (96) hours from time of purchase will not be honored only in accordance with Payment Provider policy.

You agree to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your account statement. If you do not bring them to our attention within thirty (30) days, you agree that you will be deemed to have waived any and all rights in respect of such problems or discrepancies. You are responsible for and agree to reimburse Company for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by Company (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted. You understand that we may suspend or terminate your user account if for any reason a charge you authorized Company to make to your credit card or other method of payment cannot be processed or is returned to Company unpaid and, if such event occurs, you shall immediately remit to Company payment for such charge through an alternative payment method.

You acknowledge that in the event that any of the following occurs, all of your Coins and account content and information, including any virtual content, shall be irrevocably deleted if your account or these Terms terminate or expire for any reason.

## **10. 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).

## **11. 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**").

## **12. Indemnification**

You agree to defend, indemnify and hold Company and anyone on its behalf, including but not limited to, all of its owners, managers, officers, affiliates, employees, agents, licensors and suppliers harmless from and against any and all losses, expenses, liabilities, costs, claims, demands, damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to: (i) any use of your account and/or your use of the Services; (ii) your violation of any third party right, including, without limitation, any copyright, property, or privacy right, and including any third party claim in respect of Your Content; (iii) any breach of these Terms; and/or (iv) any third party claim or action in respect of any communication sent by you to

Customers or any third party.

### **13. Disclaimer**

YOU AGREE THAT 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 DISCLAIMS 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.

### **14. 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 RECEIVED FROM COMPANY 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.

## 15. 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, 5.6, 6, 7.1, 7.3, 8, 10-17.

## 16. Arbitration, Class Waiver, and Jury Waiver

**16.1 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.

**16.2 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.

**16.3 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.

**16.4 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.

**16.5 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.

- 16.6 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 MARKETING AFFILIATE OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER MARKETING AFFILIATE, CUSTOMER 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 16.12 below.
- 16.7 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.
- 16.8 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.
- 16.9 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@selfee.io*
- 16.10 Small Claims Court.** Notwithstanding the foregoing, either you, or the Company may bring an individual action in small claims court.
- 16.11 Arbitration Agreement Survival.** This arbitration agreement will survive the termination of your relationship with the Company.
- 16.12 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.
- 16.13 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.

## **17. 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; (ii) 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, including to stop offering certain products and start offering other products; (iii) these Terms are the entire agreement between you and the Company regarding the subject matter herein; (iv) 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; (v) 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; (vi) 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; (vii) 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; (viii) 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 RESPECT 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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