

## Commercio Pop-Up Terms of Service – April 2021

Commercio Pop-Up is a web based software platform owned by Facilisgroup, LLC (“us”, “we”, “our”, or “Facilisgroup”). These Terms of Service, plus our [Privacy Policy](#), make up the agreement between us and you, whether you are selling goods, merchandise, and/or services through a store powered by FACILISGROUP’s web interface (a “store”) (then you will be referred to as a “merchant”), shopping in a merchant’s store powered by FACILISGROUP (then you will be referred to as a “customer”), or simply checking out our website. It applies to your use of FACILISGROUP’s Commercio Pop-Up “services,” which include, for example, this website (mycommercio.com), webpages on stores generated by mycommercio.com, our services for merchants (for example, our web interface), and our customer support. If you are using our services on behalf of an organization, association, corporation, limited liability company, partnership or other business entity (a “company”), these Terms of Service apply to you, your company, and your company’s employees, agents, representatives, successors, and assigns.

If you are a merchant and you have entered into one or more agreements (each referred to as a “separate merchant agreement”) with us regarding our services, if there is a conflict between any of the terms of the separate merchant agreement and the Terms of Service, the terms of any separate merchant agreement will control over the Terms of Service.

1. By using our services, you agree to the Terms of Service. We may periodically change the Terms of Service, so please review the Terms of Service from time to time.

Make sure you read and understand everything in these Terms of Service before you use our services. You must agree to these Terms of Service before utilizing the services. Your agreement to these Terms of Service is evidenced by: (i) actually using the services, including logging into the website, or (ii) clicking a box that indicates you agree to the services, where such a box is made available to you. By clicking the box or using the services, you indicate to us that you have read and understood, and agree to be bound by these Terms of Service. You are legally bound by the Terms of Service each time you use our services, even if the Terms of Service have been updated since you last read them.

Please do not use our services or even browse our website if you disagree with any part of the Terms of Service.

We may periodically update the Terms of Service without notice. When we make material changes to the Terms of Service, we’ll update the date at the top of this page. Your continued use of our services following the posting of an updated Terms of Service indicates your acceptance and agreement to the changes, so please check this page occasionally to ensure that you are up to date. A version of the Terms of Service becomes effective when first posted on our website. The current Terms of Service supersede any prior versions presented to you regarding our services, except as otherwise agreed in any separate merchant agreement you have entered into with us.

If you are a merchant, additional terms apply (see Section 27 for more).

2. By using our services, you are representing and warranting to us certain information about yourself and how you will act.

By using our services (for example, this website or a store), you represent and warrant that:

You are at least 18 years of age or are the parent or guardian of a minor who you are authorizing to use our services;

You understand and agree that the Terms of Service are a legally binding agreement and the equivalent of an executed contract;

If you are a representative of an organization or company that you are authorized to bind the organization or company to the Terms of Service;

You will provide only true, accurate, complete and current information to FACILISGROUP;

You are not a resident of the European Economic Area (EEA);

You will abide by the Terms of Service; and

If you are a merchant, you have established practices and policies which comply with the privacy and data security laws in each jurisdiction where your customers reside.

3. Minors under 18 are prohibited from using this website or browsing stores.

Our services are not intended for use by minors. If you are under 18 years of age, you are not authorized to use our services.

4. Our website is our valuable intellectual property and you have no rights in same.

Our website, all the content, code, data, works of authorship and materials on our website the look and feel, design and organization of our website, and the compilation of the material on our website (collectively referred to as "our content") are protected by United States and international trade secret, copyright, trademark, and other relevant laws. FACILISGROUP and its licensors (if applicable) own, solely and exclusively, all rights, title and interest in and to our website and our content, including, for example, all intellectual property and proprietary rights. Your use of our website or our content does not convey to you any ownership in any of the foregoing.

FACILISGROUP owns (or licenses the right to use) all trademarks, logos, service marks and trade names (collectively referred to as "our trademarks") displayed on our website. To use any of our trademarks, you must have our prior written permission (or the prior written permission of the actual owner of the trademark, if such trademark is licensed ).

FACILISGROUP will permit you to access, display and use our website as long as you continue to comply with the Terms of Service. This right is granted solely to allow you to use our services as permitted by the Terms of Service. You agree not to remove, alter or obscure any proprietary notices provided in or with our website's content.

If you are a merchant, see Section 27(B) for information on your rights to your content.

## 5. The Terms of Service reserve to FACILISGROUP significant rights.

The Terms of Service provide that FACILISGROUP has the following rights:

To decline to offer you our services for any reason or no reason, in our sole discretion.

To suspend or terminate any account at any time and for any reason, in our sole discretion.

To reject, cancel, remove, or suspend any store at any time and for any reason.

To change our website or any services provided through our website, including requiring payment for some or all uses of our website without prior notice.

To review, modify, filter, disable, delete or remove any content or information from our website or from a store.

To update and download automatically any software provided on or through our website.

To cooperate, in accordance with applicable law, with any law enforcement, court or government investigation or order or any duly authorized third-party requesting that we disclose content or information that you provide.

To terminate, change, upgrade, suspend, limit, or discontinue any aspect of the services, including, but not limited to content, features, hours of availability or equipment required for access.

You agree that the foregoing are rights of, but not obligations of, FACILISGROUP and that FACILISGROUP may, but is not obligated to, exercise any of these rights. You further agree that the foregoing rights are not mutually exclusive and that FACILISGROUP can exercise any one or more of these rights at any time and from time-to-time.

6. FACILISGROUP does not manufacture, decorate, or sell goods or merchandise to merchants or customers. FACILISGROUP is not responsible for any issues you may have with merchants, suppliers, manufacturers, decorators, or anyone else involved in the fulfillment any order placed through or relating to our website.

FACILISGROUP has developed a web interface that enables merchants to sell goods and merchandise online. Sales are between the merchant and the customer and not between FACILISGROUP and the customer. If you experience any issues with an order you place through a store or any product you receive, you should contact the merchant. FACILISGROUP is not responsible for any issues you may have with the items you order.

FACILISGROUP is not responsible if disputes arise between customers, merchants, decorators, and suppliers. When you use our services, you acknowledge that FACILISGROUP is not responsible for, and you expressly release FACILISGROUP from, any and all claims, damages, losses and demands of every kind — known or unknown, suspected or unsuspected, disclosed

or undisclosed — related to disputes among merchants, suppliers, manufacturers, decorators, and customers, or disputes that you may have with any of such parties.

## 7. Don't violate the law or the Terms of Service.

FACILISGROUP grants you permission to use our website and our services only for lawful purposes, and you are solely responsible for ensuring that you do so. FACILISGROUP does not monitor or assume responsibility for any information that you, or other users, may create, transmit, post, store, distribute, display or present using our website or our services.

Do not use our website or our services for any of the following:

Don't breach any contract or legal duty you have with anyone.

Don't infringe or violate any trademarks or other intellectual property rights.

Don't offer any products or services that are illegal under any applicable laws or that violate any of FACILISGROUP's policies.

Don't spam or send junk mail.

Don't bypass any measures we've put in place to secure our services.

Don't use any kind of software or device (whether it's manual or automated) to "crawl" or "spider" any part of our website.

Don't falsely state or imply that FACILISGROUP sponsors, endorses, or is otherwise affiliated with you or your content.

Don't violate or infringe any privacy rights.

Don't use, modify, collect, publish, transmit, participate in the transfer, rental or sale of, create derivative works from, or in any way exploit any of our content, in whole or in part, for any purpose.

Don't frame or use framing techniques to enclose our website or any part thereof.

Don't use our website or services for any purpose that may constitute a scam or that might otherwise cause harm to others or their property.

Don't use our website or services to upload, post, link to, publish, distribute, reproduce, transmit, or cause any of the following:

content that is unlawful, fraudulent, profane, threatening, harmful, tortious, defamatory, libelous, abusive, harassing, violent, obscene, vulgar, invasive of the legal rights of others (such as the right of privacy), disrespectful, hateful or otherwise objectionable in violation of the legal rights of others; use racial, ethnic, or otherwise offensive or obscene language or use the website to promote violence, degradation, hatred, or subjugation based on race, ethnic origin, religion, disability, gender, age, military status, sexual orientation, or gender identity; and solicit or post sexually explicit images (whether actual or simulated).

As provided in Section 5 and in our sole discretion, we may without notice remove materials that violate the prohibitions above, halt your use of our website, and/or remove your account, among other things. We may cooperate with any law enforcement authorities or court order or subpoena or third party requesting or directing us to disclose the identity of anyone posting such materials.

8. We use a third party to process your payments and financial information. FACILISGROUP is not liable for such third party payment processor's actions.

Your payments will be processed through PayPal or through another third party payment processor. Payments may be reduced for certain activities such as illegal or other prohibited activities.

Your relationship with our third party payment processor is separate from your relationship with FACILISGROUP and may be governed by the terms and conditions contained in the processor's agreement. FACILISGROUP is not responsible for the actions or omissions of any third party payment processor.

If you are a merchant, you may be subject to additional terms and conditions provided by PayPal, Inc. See Section 27 (E) for more information.

Merchants are solely responsible for compliance with state and/or local sales tax requirements.

As a merchant, you are solely responsible to collect, report, and remit sale, use or other taxes to state and/or local governments. FACILISGROUP does not file, report, or remit sales or use taxes on your behalf. You may be required to register your business with each state or local tax authority to be authorized to conduct business in their jurisdictions and to remit sales or use taxes. We do not provide any tax advice or assistance and you should consult with a taxing authority, a tax attorney or accountant to make sure you collect the correct amount of sales or use tax, and to ensure you file and remit taxes correctly.

9. We will handle your personal information as specified in our Privacy Policy.

FACILISGROUP agrees to handle your personal information according to the terms of our [Privacy Policy](#), which is incorporated into the Terms of Service by reference. You agree to our use of your personal information in accordance with our Privacy Policy, which may be updated from time to time.

10. These terms apply to any customer shopping in a store in addition to the other provisions of the Terms of Service.

When you place a merchandise order, your credit card will be authorized for the amount of the purchase. However, your credit card will not be charged until the store closes. You will receive a reminder notice prior to the final charge being processed.

If you make a donation, your credit card will be charged immediately.

If you have questions about your order, contact the merchant directly, and not FACILISGROUP. Contact information for each merchant is available on the web page for the store. The merchant can answer questions, make changes, or issue credits or refunds for your order. In some instances, at the direction of the merchant, FACILISGROUP may facilitate an additional charge or credit using your original payment method. For example, our customer service representatives may, on behalf of the merchant, refund you for an item you returned.

The delivery date listed on a store, if provided, is the merchant's estimate of when they will deliver your order — not a guarantee.

#### 11. Your use of services provided by third parties is separate of your use of our services.

Occasionally, as we think it may be helpful to you, we may suggest or incorporate third party services ("third party services") provided by third parties ("third party providers") into our services. For example, we may suggest shipping, payment, and fulfillment services via third party providers. We may collect a fee from these third party providers in connection with their third party services.

Your use of any third party services will be governed by the terms of service of the third party provider of the third party services and is at your own risk. We cannot and do not make any promises or warranties about the quality of third party services. You acknowledge that FACILISGROUP has no control over third party providers and agree that we will not be liable for problems with third party services. The availability of third party services on FACILISGROUP's websites or the integration of such third party services with our services is merely provided as a courtesy or for your convenience and does not mean FACILISGROUP endorses, authorizes, or otherwise takes responsibility for the actions of any third party providers.

If you use a third party service, you grant FACILISGROUP permission to allow the applicable third party provider to access your data and your customers' data and to take any other actions as required for the coordination of the third party services with our services. Any exchange of data or other interaction between you and the third party provider is solely between you and such third party provider and is subject to the terms of the third party provider's privacy policy. FACILISGROUP is not responsible for any disclosure, modification or deletion of your data or your content, or for any corresponding losses or damages you may suffer, as a result of access to or use of your data or your content by a third party provider.

Our liability is limited to you for your use of third party services as provided in Section 19 below, and you agree to hold us harmless from and indemnify us for issues with third party services as provided in Section 16 below.

#### 12. You agree to abide by all laws applicable to sales with persons outside of the U.S.

United States export control laws govern your use of our services. These laws apply to you and your use of our services, regardless of whether you actually reside in the U.S.

You may not use our services for any purpose that violates export control laws, which may include the sale of products that may be legal to sell in the U.S., but illegal to export. You may not use our services to offer or provide services to end customers with whom U.S. citizens are prohibited from transacting business.

Additional information about U.S. export laws may be obtained from the United States government's portal to exporting and trade services at the following website: <https://www.export.gov/Legal-Considerations>.

13. If you are a resident of the European Economic Area (EEA), our services are not intended for your use.

We do not knowingly collect information from any residents protected by the European Union (EU) privacy and data security laws and are not certified by the EU to transfer or protect information of residents of the EEA according to EU laws and regulations. THEREFORE, IF YOU ARE AN EEA RESIDENT, PLEASE DO NOT USE OUR WEBSITE.

14. If you come to our website from another website, or if you click any links on our website to another website, you do so at your own risk.

You may be able to link from our website to third party websites and third party websites may link to our website (in both cases, referred to as a "linked site"). Your use of linked sites is solely at your own risk. You acknowledge and agree that FACILISGROUP has no responsibility or liability for the content of or transactions through linked sites. We do not know if the content of any linked site is accurate, compliant with state or federal law, or compliant with copyright or other intellectual property laws.

15. The Terms of Service remain in force indefinitely.

All provisions of the Terms of Service remain binding even if you cease use of our services and/or if you terminate your account or we terminate your account or your right to use the services, including, for example, our rights regarding any content that you submitted to our website. Also, your representations to us in the Terms of Service will survive indefinitely.

16. You agree to indemnify FACILISGROUP for any issues resulting from your breach of the Terms of Service.

To the maximum extent permitted by law, you agree to hold harmless, defend, and indemnify FACILISGROUP, its affiliates, officers, members, owners, directors, managers, employees, agents, and representatives (collectively referred to as "related parties") from and against any and all claims, damages, obligations, losses, liabilities, penalties, fines, obligations, costs and expenses of any kind (including, without limitation, reasonable attorneys' fees), arising out of or related in any way to (a) your use of our services, (b) your submission, posting, transmittal, transfer (whether intentional or unintentional), display, storage, distribution, removal, or any

other use of any personal information pertaining to yourself or another, (c) your violation of the Terms of Service, (d) your violation of any law or regulation, including, without limitation, any anti-spam laws of any applicable jurisdiction, (e) your violation of any intellectual property right, including, without limitation, copyright, patent, trademark or trade secret, (f) any claim that your information or any other content by you caused damage to a third party, (g) your misuse of customer information, (h) your failure to secure customer information in accordance with applicable law and any other action you take in violation of privacy and data security laws applicable to the situation, (i) your use of third party services or your relationship with a third party provider or (j) your failure to collect, remit, and/or report the appropriate amount of sales or use tax (including any penalties and interest) to any state or local government. This indemnification obligation will survive the Terms of Service and your use of our services. FACILISGROUP reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with FACILISGROUP's defense of such claim and pay for FACILISGROUP'S cost of defending any such claim.

#### 17. DISCLAIMER OF WARRANTIES; USE OF OUR SERVICES (WHICH INCLUDES OUR WEBSITE AND OUR CONTENT) IS AT YOUR OWN RISK.

You assume all responsibility of and risk associated with your use of our website, our services, and our content. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER FACILISGROUP NOR ITS RELATED PARTIES MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO OUR WEBSITE, OUR SERVICES, OR OUR CONTENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

Neither FACILISGROUP nor any related parties endorse or make any representation or warranty with respect to the accuracy, reliability, timeliness, or completeness of our website, our services, or our content or that our website, our services or our content is non-defamatory, non-infringing or otherwise lawful. Neither FACILISGROUP nor any related parties warrant that the functions performed by our website, our services, or our content will be uninterrupted, timely, secure or error-free, or that defects in our website, our services, or our content will be corrected. Neither FACILISGROUP nor any related parties guarantee or warrant that the files available for downloading will be free from infection by software viruses or other harmful computer code, files, or programs. Our website, our services, and our content are provided on an "as is," "where is," "where available", "as available" , and "with all faults" basis. You acknowledge that any reliance on or use of our website, our services, and our content is at your sole risk.

To the fullest extent permitted by law, you agree that we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our website, any downloads from our website or through our services, or any other of our services.

#### 18. LIMITATION OF LIABILITY – NO COMPENSATION.



To the fullest extent permitted by law, in no event will FACILISGROUP or any related party be liable to any person or entity for any indirect, special, punitive, incidental or consequential damages, or damages relating to lost profits, lost data or business interruption, even if foreseeable, arising out of or in connection with the use, inability to use, or the results of use of FACILISGROUP's services, any third party services or third party provider, any website linked to FACILISGROUP's website, or FACILISGROUP's content, whether based on warranty, contract, tort or any other legal theory, regardless of whether FACILISGROUP or a related party is aware of or of advised the possibility of such damages.

You specifically agree that FACILISGROUP will not be liable for any users' content or any defamatory, offensive or illegal conduct of a third party and that you assume the full risk of harm or damage from the foregoing.

If you are a customer, the total dollar amount of FACILISGROUP's liability to you shall not, under any circumstances, exceed ten U.S. dollars (\$10.00).

If you are a merchant, see Section 27 (J) for additional information.

## 19. AGREEMENT FOR MANDATORY ARBITRATION IN SAINT LOUIS COUNTY, MISSOURI, AND JURY WAIVER.

You agree that a dispute or claim relating in any way to the Terms of Service, your relationship with FACILISGROUP, or your use of our website, services or content (collectively referred to as a "claim") will be resolved exclusively by final and binding arbitration, rather than by court or a jury. The exclusive venue for the arbitration shall be in Saint Louis County, Missouri.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms of Service as a court would.

This arbitration provision is entered pursuant to the Federal Arbitration Act. The arbitration, and any appeal, shall be governed by the substantive law of the State of Missouri and the applicable rules of the American Arbitration Association ("AAA").

If, for any reason, the arbitration and/or appeal cannot be conducted before AAA or pursuant to AAA rules, and the parties cannot agree to an alternative arbitration service and/or rules, any state court of competent jurisdiction in Saint Louis County, Missouri may appoint an arbitrator and/or select appropriate arbitration rules to govern the arbitration and/or appeal.

Each party shall pay an equal share of the arbitrator(s)' fees and costs relating to the arbitration, subject to the arbitrator(s)' authority to reallocate such fees and costs in his or her discretion. In any event, each party shall be responsible for payment of their own attorney's fees and legal costs.

Either party may seek temporary injunctive relief in exclusively through the Circuit or Associate Circuit Court of Saint Louis County, Missouri, which shall have exclusive jurisdiction and venue for such matters, at any time until the selection of the arbitrator(s) is completed. Once the selection of the arbitrator(s) is completed, the arbitrator(s) shall assume responsibility for any

further action or rulings with respect to any such temporary injunction action. The parties consent to the exclusive personal jurisdiction of and venue in the state courts of competent jurisdiction situated in Saint Louis County, Missouri solely for the purpose of any such temporary injunctive relief.

We each agree that any dispute, whether arbitrated or temporarily brought in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Without limiting the generality of the preceding sentence, each party agrees to pursue its claims on an individual basis and not to (1) join its claims with any other person or entity's claims, (2) pursue any claim as a representative of a class, as a private attorney general or in any representative capacity, or (3) participate in a class or collective action or mass action with respect to any claim. It is the express intent of the parties that the arbitrator, or, as applicable, court, shall not have the power to award class or collective relief or to determine or order that the dispute should proceed as a class or collective action, whether in arbitration or in any other forum or venue. The parties understand and acknowledge that by entering this arbitration provision, they are waiving their rights to have a court or jury adjudicate their claims.

If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. You acknowledge that you make this jury waiver knowingly, voluntarily, and willingly. We each further acknowledge and agree that any such action that proceeds in court rather than arbitration can only be initiated in the state courts of competent jurisdiction that are situated in St. Louis County, Missouri and you agree such courts shall serve as the exclusive venue for such actions.

If any inconsistency arises between the terms of this arbitration provision and any other arbitration agreement applicable to the parties, the terms of this arbitration provision shall control.

The parties adopt and agree to implement the AAA Optional Appellate Arbitration Rules with respect to any award subject to this arbitration provision. Written notice of appeal shall be provided to the opposing party and the arbitration service and shall comply with the requirements of the AAA Optional Appellate Arbitration Rules or such other arbitration appellate rules to which the parties may agree or which a court may designate pursuant to the process described earlier in this arbitration provision.

## 20. Missouri law governs the Terms of Service.

The Terms of Service, the Privacy Policy, and the relationship between you and FACILISGROUP shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of law provisions.

## 21. If a court finds any part of the Terms of Service invalid, remaining portions of the Terms of Service shall still be valid.

If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the tribunal should endeavor to give effect to the

parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

## 22. Claims must be asserted within one (1) year.

Any cause of action you may assert against us with respect to your use of our website, our services or our content must be commenced in the appropriate forum within one (1) year after the claim or cause of action arises.

## 23. The Terms of Service and Our Privacy Policy constitute our entire agreement (unless you have a separate merchant agreement with us).

The Terms of Service together with our Privacy Policy constitutes the entire agreement between FACILISGROUP and you with respect to our services and our content, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and FACILISGROUP with respect to our services and our content, unless an agreement specifically provides that it is not superseded by the Terms of Service.

However, if you are a merchant and you have a separate merchant agreement with us regarding our services, the terms of that separate merchant agreement will control over the Terms of Service, if there is a conflict.

Upon termination of your agreement with us, those provisions of the Terms of Service that expressly or by their nature survive such termination will continue in full force and effect.

## 24. Assignment.

You may not assign the Terms of Service or delegate your obligations under the Terms of Service, or any part of the Terms of Service, without the express written consent of FACILISGROUP. You agree that FACILISGROUP may assign, transfer, or delegate any of its rights or obligations under the Terms of Service at any time and for any reason without prior notice or your consent.

## 25. Trademark Infringement.

FACILISGROUP takes trademark rights seriously and will reasonably investigate legitimate trademark issues that are brought to our attention. You acknowledge, however, that trademarks may be similar without constituting an infringement of trademark rights.

If you believe that a merchant is infringing your registered trademark, then you may send us a request to remove the infringing information. In order for us to review a request, you must include all of the following:

Your physical or electronic signature.

The registration number(s) for the trademark.

The countries or territory in which the trademark is registered.

What the trademark is. For instance, is the trademark a word mark, design mark or combination?

A list of the goods and/or services for which the trademark is registered and the length of time you have been using the trademark on such goods and services.

A statement of the reasons you believe your trademark rights have been infringed.

Sufficient identification of the material you believe to be infringing.

Your name, postal address, telephone number, and, if available, email address.

A statement that the information in the written notice is accurate.

A statement, under penalty of perjury, that you are authorized to act on behalf of the trademark owner.

If we, in our sole discretion, determine that you have a legitimate claim, then the allegedly infringing material will be taken down. If action is taken, we will forward the claim to the merchant along with notice of our action. If we believe a merchant is potentially infringing another person's trademark, we can take all action we deem necessary to take down the allegedly infringing material.

## 26. Copyright Infringement.

We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from our website infringe your copyright, you may request our removal of those materials (or access to them) by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice must include substantially the following:

Your physical or electronic signature.

Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on our website, a representative list of such works.

Sufficient identification of the material you believe to be infringing.

Your name, postal address, telephone number, and, if available, email address.

A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the written notice is accurate.

A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive these notices is:

Copyright Agent

Facilisgroup, LLC

1600 South Brentwood Blvd

Brentwood, MO 63144

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on our website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## 27. Terms applicable to Merchants.

### A. PRIVACY PRACTICES.

You must establish and agree to maintain and adhere to privacy practices for your store(s) that comply with all applicable laws and regulations. You will collect and protect your customers' personal information with equal or greater care than FACILISGROUP does.

You consent to the processing and transfer of all your information and customer information by FACILISGROUP, and third parties contracted by FACILISGROUP, to assist in the performance and improvement of our services. You may not use your customers' information in violation of any law, statute, ordinance, regulation, or industry guideline.

### B. STORE OPERATION AND INTELLECTUAL PROPERTY.

You are responsible for all activities that occur in, on, or through your account, regardless of who did it. It is your responsibility to secure and protect your account and to manage the users within your account.

You must sufficiently monitor all of your stores. You are responsible for fulfilling your customers' orders as well as any other obligations after the order has been fulfilled, such as returns, refunds, or the handling of defective products. We are not involved in fulfillment or delivery of any goods or services purchased through our platform, except to the extent we have been separately engaged to provide fulfillment services to you.

You own and are responsible for anything you post, create, or put up for sale, including, for example, product artwork, images, logos, and text (collectively referred to as "your content"). FACILISGROUP will not be liable for any errors or omissions in any of your content.

FACILISGROUP does not own your content and does not seek to infringe your intellectual property rights, but we may need to use your content to provide our services. So, to the extent that you post or otherwise provide FACILISGROUP with your content, including photographs, audio, text, graphics or other works of authorship, on or through the website or your account, you grant to FACILISGROUP the right (which is a non-exclusive, fully paid-up, royalty-free, irrevocable, unlimited, worldwide license) to reproduce, display, perform, use and create derivative works from such content.

You agree and acknowledge that if we use your content, such use does not violate anyone else's rights, including, for example, any trademarks, copyrights, publicity rights, contract rights, or any other intellectual property or proprietary rights.

Any royalties or licensing on your content are your responsibility. You will pay all royalties and other amounts owed to any person or entity based on your content, or on FACILISGROUP's hosting of that content.

#### E. ACCOUNT WITH THIRD PARTY PAYMENT PROCESSOR.

You are required to establish an account with Pay Pal PayFlow Pro. (or whichever third party payment processor we have engaged instead of Pay Pal.). In your capacity as a merchant, you must maintain your account with, and abide by, any agreements you have with Pay Pal. (or whichever third party payment processor we have engaged instead of Pay Pal.) for so long as you remain a merchant. For terms and conditions applicable to your relationship with Pay Pal.

#### G. YOUR RELATIONSHIP WITH FACILISGROUP.

You and FACILISGROUP are independent contractors, and the Terms of Service are not intended to create, and do not create, any agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship between you and FACILISGROUP.

#### H. ACCOUNT AND STORE TERMINATION.

Either you or we may terminate or suspend your account with us, or any stores operated under your account, at any time. For more information on our rights to suspend and terminate your account or stores, see Section 5.

#### I. PERSONS WORKING ON BEHALF OF A COMPANY

If you create or administer an account on our website for your employer or for another organization or company you represent, you agree for yourself and the merchant you represent to abide by all of the terms and conditions provided in the Terms of Service with respect to merchants.

#### J. LIMITATION ON LIABILITY APPLICABLE TO MERCHANTS

In addition to the limitations set forth in Section 18, if you are a merchant, in no event shall the total dollar amount of FACILISGROUP's liability for damages to you exceed the amount of fees paid by you for FACILISGROUP's services in the last twelve (12) months.

#### K. CALIFORNIA PROPOSITION 65 WARNINGS

You, the merchant, are responsible for ensuring that all necessary consumer warnings, including the warnings required under California's Proposition 65 regarding exposure to harmful chemicals, are properly made for the goods that you sell in your stores. Proposition 65 generally provides that warnings for products sold online should be made both online and on the product itself. FACILISGROUP's online platform allows you to include your consumer warnings on the product display page. FACILISGROUP is not responsible for any issues with deficient consumer warnings, and you agree to indemnify FACILISGROUP in accordance with Section 16 above for any losses resulting from such issues.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES