

# TERMS OF SERVICE

Thank you for visiting [www.ecomdash.com](http://www.ecomdash.com).

LTD Software LLC, dba ecomdash (“ecomdash”, “we” “our” or “us”), operates eCommerce automation services (the “Service”). Please read these Terms of Service (these “Terms” or the “Agreement”)) carefully.

These Terms apply to [www.ecomdash.com](http://www.ecomdash.com), its subdomains, and any other website that links to these Terms (collectively, the “Site”) and to the Service.

These Terms include our [Privacy Policy](#) and our [Terms of Use](#), the terms of which are incorporated herein by reference and made part of these Terms.

BY ACCESSING AND USING THE SITE OR SERVICE, YOU ARE ACKNOWLEDGE AND REPRESENT THAT YOU (I) HAVE READ AND UNDERSTAND THESE TERMS, THE PRIVACY POLICY, AND THE TERMS OF USE, AND YOU AGREE TO BE BOUND BY THEM, (II) YOU ARE AT LEAST 18 YEARS OLD (OR THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE, IF HIGHER) AND ARE ABLE TO FORM A LEGALLY BINDING CONTRACT, AND (III) AGREE TO COMPLY WITH ALL LAWS AND REGULATIONS APPLIABLE TO YOU AND TO YOUR USE OF THE SERVICE. IF YOU WILL BE USING THE SERVICE ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU ARE AN OWNER OR EMPLOYEE OF THE ORGANIZATION, THAT YOU AGREE TO THESE TERMS ON BEHALF OF THAT ORGANIZATION, AND THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THIS AGREEMENT. IN SUCH CASE, “YOU” AND “YOUR” WILL REFER TO THAT ORGANIZATION.

**Acceptance of these Terms:** If you are a trial or paying subscription holder, by clicking the “Get Started Now” button or a similar “I accept” button, you indicate your acceptance of these Terms and agree to be bound by these Terms. If you do not agree to these Terms, do not click on this button and do not use the Service.

**Changes to these Terms.** Ecomdash reserves the right, in its sole discretion, to modify these Terms, including the Privacy Policy and Terms of Use, at any time. We may change these Terms at any time for a variety of reasons, such as to address changes in applicable law or updates to the Service. A current version of these Terms will be posted on the ecomdash website and will also be available through the Service user interface. You agree to receive electronic notification of changes to these Terms. If you do not agree to all of the changes, you should stop using the Service, because by continuing to use the Service you indicate your agreement to be bound by the updated Term

**Privacy:** In the course of accessing and or using the Service, we will obtain personally identifiable information about you. Such information is subject to our Privacy Policy. Please review our Privacy Policy to understand our privacy practices.

**Service; License:** Subject to these Terms, ecomdash will use reasonable efforts to make the Site and Service available to you and to permit you to remotely access and use the Site and the Service through the internet. Subject to your compliance with these Terms, ecomdash grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable, license to access and use the functionalities made available by ecomdash to users of the Site or Service. You may access the Site and Service for your information and your personal use solely as intended through the provided functionality and as permitted under these Terms.

## Account

Visitors may browse the Site in accordance with these Terms, but will not have full access to the Service without first becoming an account member. To register an account (“**Account**”), you must comply with the following:

1. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
2. You must provide your real legal full name, a valid email address, and any other information requested in order to complete the signup process. You agree to provide true, accurate, current and complete information when creating your Account, and you agree to keep that information up to date. You will also be required to create a password.
3. Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as you’d like.
4. You are solely responsible for maintaining the security of your Account and password. Ecomdash cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You agree to immediately notify ecomdash if you become aware of any unauthorized use of your Account.
5. You are solely responsible for any and all use of your Account, including all Content posted, and all activity that occurs under or in connection with your Account.
6. One person or legal entity may not maintain more than one trial account.
7. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

## Payment, Refunds, Upgrading, and Downgrading

Except for our trial subscription plan, there is a charge associated with use of the Service, which is billed in advance, and by agreeing to these Terms, you agree to pay that charge. Our current charges for our subscription plans are made available on the Site and will be displayed at the time you sign up for the Service. We may suspend or cancel the Service if we do not receive an on time, full payment from you. We accept American Express, MasterCard, Visa and Discover.

1. A valid credit or debit card is required for paying accounts. Holders of trial accounts are not required to provide a credit or debit card number.
2. An upgrade from any trial subscription to any paying plan will end your trial. Your credit or debit card will be charged for your first month immediately upon upgrading, provided that if you provide written notice to Ecomdash within 30 days of the date your credit or debit card is initially charged that you would like to cease use of the Service for any reason, ecomdash will refund the initial payment to the same card as you originally used. This refund is only available the first time you use the Service.
3. You are responsible for keeping your billing information up to date and your account current. You promise that you have authority to use the payment method you use to pay for your subscription and you authorize us to charge you for the Service using the payment method you provide. If we need to issue you a refund, we will credit the same account you use to pay for your subscription.
4. The Service is billed on a subscription basis. This means that you will be billed in advance on a recurring, periodic basis. Your subscription will automatically renew at the end of each billing cycle unless you cancel your subscription. Your obligation to pay fees continues through the end of the subscription period during which you cancel your subscription.
5. AFTER THE FIRST 30 DAYS OF USE, THE SERVICE IS NON-REFUNDABLE. THERE WILL BE NO REFUNDS OR CREDITS FOR PARTIAL MONTHS OF SERVICE, UPGRADE/DOWNGRADE REFUNDS, OR REFUNDS FOR MONTHS UNUSED WITH AN OPEN ACCOUNT. IN ORDER TO TREAT EVERYONE EQUALLY, NO EXCEPTIONS WILL BE MADE.
6. Your credit or debit card will be charged based on your order volume.
7. Some third-party services, such as creating shipping labels with prepaid postage, will incur additional fees. Third parties, such as the US Postal Service, may change their fees for third-party services at any time and without notice. You are responsible for these third-party fees in addition to the subscription fee.
8. **Sales Order Limits.** Depending on the type of subscription you have chosen, you will be limited to a certain number of sales orders per month. For the purposes of

this Agreement, a sales order may be one that you create manually using the Service or one that you import and from outside the Service and then process using the Service. If you wish to create, import, or process additional sales orders beyond your limit, you must upgrade your subscription first.

## Modifications to the Service and Prices

1. Ecomdash reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Where possible, we will provide you with reasonable advance notice before your Account is terminated. You acknowledge that if your Account is terminated you will not be able to use the Service to access your Content.
2. We reserve the right to adjust pricing for our Service or any components thereof. Any price changes will take effect following notice to you (such notice may be provided to you via the Site, the Service, or via email), and, unless a later time is stated in our notice to you, will take effect at the start of the next billing cycle of your subscription. We also reserve the right, in our sole discretion, to offer special promotions which shall be subject to additional terms and conditions communicated to us by you.
3. Ecomdash shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## Cancellation and Termination

1. You are solely responsible for properly cancelling your account which can be done directly within the tool under the “Billing Information” tab.
2. All of your Content will be immediately deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled. IF YOU CANCEL THE SERVICE BEFORE THE END OF YOUR CURRENT PAID UP MONTH, YOUR CANCELLATION WILL TAKE EFFECT IMMEDIATELY AND YOU WILL NOT BE CHARGED AGAIN.
3. Ecomdash, in its sole discretion, has the right to suspend or terminate your Account and refuse any and all current or future use of the Service, or any other Ecomdash service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account.

Ecomdash reserves the right to refuse service to anyone for any reason at any time.

## Intellectual Property Ownership

**Your Content.** In the course of using the Service, you may provide content to ecomdash (your “**Content**”). Your Content may include, but is not limited to, product images, logo or trademark images, sales order data, customer information, product information, feedback you provide to us, and your user IDs and passwords for external accounts you choose to integrate through the Service. You promise that you have the right and authority to use any Content you provide to ecomdash. You acknowledge that if your access to the Service is suspended, cancelled, or terminated, you will not be able to use the Service to access your Content. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, ecomdash will not be liable for any loss or corruption of your Content. You retain ownership of all of your intellectual property rights in your Content. You grant ecomdash a perpetual, royalty-free license to reproduce, distribute, make publicly available, and otherwise use your Content, but only for the limited purposes of providing the Service to you. This license also extends to our third party service providers that we work with to the extent necessary to provide the Service to you. For the avoidance of doubt, if you provide ecomdash with feedback about the Service, you agree that we may use your feedback and your name for business purposes. All Content posted on the Service must comply with U.S. copyright law. We claim no intellectual property rights over the Content you provide to the Service. Your profile and materials uploaded remain yours. However, by adding users to your account, you agree to allow others to view and share your Content. Ecomdash does not pre-screen Content, but ecomdash and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. If you believe your copyright has been violated by information accessible on the Site or Services, please contact us by email at [support@ecomdash.com](mailto:support@ecomdash.com).

**Ownership of the Site and Service.** Ecomdash (or its licensors) exclusively owns all right, title and interest in and to the Site, Service and the information, writings, images and/or other works available on Site, and Our Technology, and all related intellectual property rights, including, without limitation, all copyrights, trademarks, patents, trade secrets, inventions and know-how. Without limiting the foregoing, all software, code, scripts, proprietary methods and systems used to provide the Site or the Service (“**Our Technology**”) may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission. The look and feel of the Service is copyright © 2013-2018 Ecomdash. All

rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, visual design elements, or content without express written permission from Ecomdash. You must abide by all copyright notices, information or restrictions contained in or attached to any of Our Technology. Nothing in the Agreement implies any transfer to you of any ownership interest in the Service and you hereby assign to us all intellectual property rights in and to the Service that You may have acquired by law or otherwise.

**Retained Rights.** Your access to the Service is nonexclusive, nontransferable, and may be revoked. Neither this Agreement nor your use of the Service grants you any ownership in the Service, the content you access through the Service (other than your Content), Our Technology, or any software or hardware used to provide or access the Service. This Agreement does not grant you any right to use our trademarks or other brand elements. No rights to any source code are granted and you shall not itself, or through any third party, reverse engineer, disassemble, decompile or otherwise attempt to derive source code or design information regarding any Service and are not permitted to make any modifications to Service. You may not remove or obscure any copyright, patent, trademark, trade secret or similar proprietary notice affixed to any Service. You agree that the underlying structure, sequence, organization and source code of the Service are valuable trade secrets of ecomdash and shall remain strictly confidential. Ecomdash and its licensors reserves all other rights not explicitly granted to you in and to the Site, Service, and Our Technology.

**Impermissible Use.** You are responsible for your conduct, your Content, and communications with others while using the Service. You agree to use the Service in compliance with all applicable law. In addition, you promise that you will not:

1. modify, prepare derivative works based upon, relicense, distribute, sell, resell, lease, loan, transfer, publicly display, publicly perform, transmit, or otherwise distribute the Service to any third party, in whole or in part, including using your Account to access the Service for the benefit of a third party, unless you obtain written permission from ecomdash first;
2. interfere with the normal operation of the Service or attempt to access the Services using a method other than through the interfaces that we provide;
3. reverse engineer, disassemble, decompile or otherwise attempt to obtain or perceive the source code from Our Technology or any of the software used to provide or access the Service;
4. copy, replicate, transcribe or reproduce the “look and feel” of the Site or the Service, or any of its features and functionalities;
5. link to, mirror or frame any portion of the Site or Service;

6. use the Service to send viruses, malware, or other types of malicious software, or links to such software;
7. use a spider, robot or any other automated means to access, view or retrieve any information from the Site or Services;
8. attempt to gain unauthorized access to the Site, Service, accounts of others, computer systems or networks connected to the Site;
9. circumvent, disable or otherwise interfere with security-related features of the Site or Service or features that prevent or restrict use or copying of any information on the Site;
10. use the Service to send junk mail, spam, or any other form of unauthorized, duplicative, or unsolicited messages;
11. use the Service to store or transmit inappropriate Content, such as Content containing unlawful, defamatory, threatening, pornographic, libelous or otherwise objectionable material of any kind;
12. use the Service for illegal purposes, for the promotion of dangerous activities or to encourage conduct that could constitute a criminal offense;
13. use the Service to abuse, harass, stalk, or otherwise violate the legal rights of a third party;
14. cause, in our sole discretion, inordinate burden on the Service or our system resources or capacity; or
15. use the Service in any manner that infringes that copyright, trademark, trade secret, or other intellectual property or proprietary right of others or violates our policies.

## Listings

**Legality of Goods.** If you sell or purchase firearms using the Service, you agree to comply with all applicable legal requirements for the sale, transfer and transport of an item, including but not limited to statutes, regulations or requirements of any country, state, locality, province, municipality or other government authority or regulatory entity regarding sales or auctions, the sale and/or transfer of any item (including firearms, ammunition, black powder or any other item), export or import control, taxation, duties or tariffs, presence or licensing of brokers (collectively, the “**Legal Requirements**”) governing the specific requirements for transfer and shipping of firearms. You covenant and agree that: (i) you will comply with all applicable Legal Requirements in listing, selling, purchasing, transferring and shipping items; (ii) you shall be solely responsible for compliance with all applicable export or import controls with respect to these transactions with respect to items purchased or sold by you, (iii) you shall comply with all Legal Requirements regarding the reporting, collection, withholding and payment of all taxes and duties applicable to the sale, export and transport of each item; (iv) you

shall not engage in bid rigging or sale price manipulation of any kind on any item; and (v) you shall comply with the following required terms of sale using the Service:

- In the U.S., Firearms (as defined below) must be shipped only to a Federal Firearms License (FFL) holder. Buyer must transmit a copy of his/her (or his/her transfer dealer's) license to the seller before the item can be shipped. Buyer must make arrangements with a [Transfer Dealer](#) before placing a bid. For purposes of this Agreement, "Firearms" and "Ammunition" shall have the meanings given in the Gun Control Act of 1968, 18 U.S.C. §§ 101 et seq.
- Items may not be sold or shipped contrary to state and local Legal Requirements, which may vary considerably. For example, items such as ammunition or knives may require government-issued proof of age before they can be shipped to certain states, and in some states, certain types of knives or ammunition may not be sold or shipped at all.

**U.S. Requirements.** If you or the items you are bidding upon are located within the U.S. or owned by persons located within the U.S., you additionally warrant that you are familiar with the U.S. statutes and regulations governing export controls, sanctions and embargoes, and you additionally agree that: (i) you are not a national of or located in any country embargoed by the United States, and (ii) you are not on the [Excluded Parties List System](#), the [Specially Designated Nationals List](#), or the [Denied Persons List](#), and you are not listed on any other lists maintained by the U.S. federal government which prohibits or restricts participating in commercial or other transactions, and you are not using or accessing the Site on behalf of a party who is on any such lists.

**Prohibited Listings.** You must have the legal right to sell any items you sell. You may not list the following through our Service: (a) live animals, items created using any animal species designated as threatened or endangered by the [U.S. Endangered Species Act](#) or listed in [Appendix I of the Convention on International Trade in Endangered Species](#), items made from cat or dog parts or pelts as defined in [19 U.S.C. § 1308](#), or ivory or bones from ivory-producing animals; (b) human body parts (e.g., relics, skulls, human remains or other parts); (c) bulk email lists; (d) illegal weapons, instructions, kits, plans, or parts designed to illegally convert firearms to full-auto fire; (e) instructions, kits, plans, or parts designed to illegally build silencers; (f) instructions on how to build bombs or explosives; (g) unauthorized replicas, (h) items containing faces, names or signatures of any person unless authorized by that person; (i) hazardous, restricted or toxic materials or substances; or (j) multi-level marketing or similar programs. You may not list any item that would cause us or you to violate any applicable law, statute, ordinance or regulation. You may not list any item that is stolen or counterfeit. Your listing may not be defamatory, libelous, threatening or harassing; and it may not contain obscenity or child pornography.

## General Terms

**Term and Termination.** These Terms will become effective and binding when accepted by you as set forth above and will end when your subscription ends or when these Terms are otherwise terminated as provided herein. In addition to other remedies available to us, we have the option to immediately terminate your rights under these Terms (including your access and use of the Site, Service and/or Our Technology) if you fail to comply with your obligations stated in these Terms. You understand that if you want to use the Service after termination of your Account, you may need to re-register and provide us with your information anew. Without limiting other remedies, we also reserve the right to limit or partially terminate or suspend the Site, Service, Our Technology or your Account, prohibit access to the Site, delay or remove any content on the Site, and take technical and legal steps to keep any users off of the Site if we think that you or they are creating possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with our policies.

**Electronic Communications.** The communications between you and us use electronic means, whether through the Site, Service or email. For contractual purposes, you (i) consent to receive communications from us in electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures or other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy as it were in writing.

**Notice.** Any notice required or permitted by this Agreement shall be in writing and deemed delivered if delivered (a) by personal delivery when delivered, (b) by overnight courier upon written verification of receipt, (c) by telecopy or facsimile transmission when confirmed by telecopy or facsimile transmission report, (d) by certified or registered mail, return receipt requested, upon verification of receipt or (e) by email notification as long as “NOTICE” or “LEGAL NOTICE” appears in the subject line of the email and the email is set up to show a delivery confirmation. Notices must be sent to the contacts and address provided below or any new address provided by the permitted notice methods.

Ecomdash  
Attn: Operations  
9201 University Blvd.  
PORTAL Building, Suite 329  
Charlotte, NC 28223

**Unavailability.** You acknowledge that the Site and/or Service may, from time to time, be unavailable due to events like scheduled or unscheduled maintenance, system upgrades, internet outages, and other reasons, some of which are beyond our control. We cannot, and do not, guarantee any specific minimum availability of the Site or the Service. You hereby expressly permit us or our authorized contractors to access your Account to investigate and diagnose actual or potential defects or other technical problems with the Site or Service.

**Service Level Agreement.** Notwithstanding the “Unavailability” section above, for each continuous 24-hour period that you are unable to access the Service due to a failure of software or hardware provided by us, other than due to scheduled maintenance, you may contact ecomdash and request a credit equal to half of the subscription fee you actually paid to ecomdash for that billing cycle. However, in no event will ecomdash credit to you more than the full subscription fee actually paid by you for the billing cycle during which the outage(s) occurred.

#### **Links to Third Party Sites.**

Links on the Site to any third party websites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by ecomdash of the third party, the third-party website, or the information contained therein. Ecomdash is not responsible for the availability of any such websites. Ecomdash is not responsible or liable for any such website or the content thereon. If you use these links, you will leave the Site and will be subject to the terms of use and privacy policy applicable to those websites.

#### **Linking to this Site**

If you would like to link to the Site, you must first obtain our written consent. You may not mirror or frame the home page or any other pages of the Site on any other website or webpage.

**No Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICE IS PROVIDED “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE.” ECOMDASH DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, NON-INTERFERENCE, SYSTEM INTEGRATION, ACCURACY OF DATA, AVAILABILITY, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM TRADE USAGE, COURSE OF

DEALING OR COURSE OF PERFORMANCE. USE OF THE SITE AND/OR SERVICE IS AT YOUR OWN RISK. ECOMDASH DOES NOT MAKE ANY WARRANTY THAT THE SITE OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, FREE OF HARMFUL COMPONENTS OR DEFECTS, OR THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT ANY DEFECT WILL BE CORRECTED. ECOMDASH DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. ECOMDASH DOES NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE OR THE SERVICE.

**Exclusion of Certain Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, ECOMDASH AND ITS AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, REVENUE, LOSS OF USE OR OTHER ECONOMIC ADVANTAGE, OR LOSS OF DATA) THAT ARISE OUT OF OR IN CONNECTION WITH (I) THE USE OR INABILITY TO USE THE SITE OR THE SERVICE; (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE OR SERVICE; (III) OR ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE AND THIS AGREEMENT, AND WHETHER BASED ON CONTRACT, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, EVEN IF ECOMDASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF ECOMDASH AND ITS AGENTS ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY YOU TO ECOMDASH FOR USE OF THE SERVICE AT ISSUE DURING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE LIABILITY OCCURRED.

**Indemnification.** To the extent permitted by law, you will indemnify, defend and hold harmless ecomdash and its employees, agents, and service providers from and against any claims, costs, losses, damages, demands, penalties, expenses or other liability (including, but not limited to, reasonable attorneys' fees) arising from any third party claim or demand that any Content provided by you, or your use of the Service violates applicable law or the terms of this Agreement. Ecomdash will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

**Arbitration Agreement.** For any dispute you have with ecomdash, you agree to first contact us and attempt to resolve the dispute with us informally. If ecomdash is not able to resolve the dispute with you informally, we each agree to resolve any dispute

(excluding claims for injunctive or other equitable relief) relating to this Agreement by binding arbitration by the American Arbitration Association (“AAA”). We each agree to be bound by AAA’s rules and procedures applicable at the time, including the AAA’s Supplementary Procedures for Consumer-Related Disputes, if appropriate, as modified by our Arbitration Agreement. Each party will be responsible for paying any AAA filing, administrative, and arbitrator fees in accordance with AAA rules. The arbitrator will decide the substance of all claims in accordance with the laws of the State of North Carolina and such arbitration shall be held within city of Charlotte, North Carolina, and will honor all claims of privilege recognized by law. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ECOMDASH ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

**Claims are Time-Barred.** You agree that regardless of any statute or law to the contrary or the applicable dispute resolution process, any claim or cause of action you may have arising out of or related to the use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or you agree to be forever barred from bringing such claim.

**Governing Law and Jurisdiction.** These Terms are governed by the laws of the State of North Carolina without regard to its conflict of laws provisions. Unless prohibited by applicable law, each party submits to the exclusive jurisdiction of the state or federal courts located in Mecklenburg County, North Carolina.

**UCITA.** The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

**Entire Agreement.** The terms of this Agreement, together with the Privacy Policy and Terms of Use, and any other separate terms referred to and incorporated herein by reference, and any other legal notices published by ecomdash on the Site, constitute the entire agreement between you and ecomdash, and they supersede any other prior or contemporaneous agreements, written or oral, concerning the Site and the Service. Any terms and conditions appearing on a purchase order or similar document issued by you

do not apply to the Service, do not override or form a part of this Agreement, and are void.

**Independent Contractors.** The relationship between you and ecomdash is that of independent contractors, and not legal partners, employees, or agents of each other.

**No Waiver.** A party's failure or delay to enforce a provision of this Agreement is not a waiver of its right to do so later.

**Severability.** If any term of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of the terms will remain in full effect.

**Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.

**Assignment.** You may not assign this Agreement without prior written consent of ecomdash, but may be assigned by us without restriction. Any purported assignment by you in violation of these Terms shall be null and void.

**Digital Millennium Copyright Act – Copyright Infringement.** It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the “DMCA”), the text of which can be found at the U.S. Copyright Office, and other applicable intellectual property laws. It is our policy to (1) block access or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders. If we remove or disable access to comply with the Digital Millennium Copyright Act we will make a good faith attempt to contact the owner, author, or administrator of each affected site so that they may make a counter notification pursuant to sections 512(g)(2) and (3) of that Act. It is our policy to document all notices of alleged infringement on which we act. A copy of the notice will be sent to a third party who will make it available to the public.

**Infringement Notification.** If you believe that material or content residing on or accessible through our website or service infringes a copyright, please send a notice of infringement by providing a written communication (by fax or regular mail — not by email, except by prior agreement) that sets forth the items specified below. To expedite our ability to process your request, please use the following format (including section numbers):

1. Identify in sufficient detail the copyrighted work that you believe has been infringed.
2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above, including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence.
3. You must identify each search result that directly links to a web page that allegedly contains infringing material. This requires you to provide (a) the search query that you used, and (b) the URL for each allegedly infringing search result.
4. Provide information reasonably sufficient to permit ecomdash to contact you, including address, telephone number and, if available, email address.
5. Provide information, if possible, sufficient to permit ecomdash to notify the owner/author/administrator of the web page that allegedly contains infringing material (email address is preferred).
6. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above on the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law."
7. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint."
8. Please sign the paper and contact us at [support@ecomdash.com](mailto:support@ecomdash.com) for our contact address of our designated agent.

Once proper bona fide infringement notification is received by the Designated Agent, it is our policy: (1) to remove or disable access to the infringing material; (2) to notify the content provider, member or user that we have removed or disabled access to the material; and (3) that repeat offenders will have the infringing material removed from the system and that we will terminate such content provider's, member's or user's access to our service.

If the content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. To file a counter notification with us, you must provide a written communication (by fax or regular mail — not by email, except by prior agreement) that sets forth the items specified below. To expedite our ability to process your counter notification, please use the following format (including section numbers): Identify the specific URLs at which material appeared before Ecomdash removed or

disabled access to such material, and identification of the material that Ecomdash removed or to which Ecomdash has disabled access. Provide your name, address, telephone number, e-mail address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or Alameda County, California if your address is outside of the United States), and that you will accept service of process from the person who provided notification of the alleged infringement. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that each search result or message identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled." Sign the paper. Send the written communication to the Designated Agent.

If a counter-notice is received by the Designated Agent, Ecomdash may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at the discretion of ecomdash.

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