



## VENDERS AGREEMENT

### USATEMU.COM

Flat 10% commission with No hidden extra fees – using USA-TEMU robust system guarantees sellers to offer their goods and services in various geographic locations using a variety of pricing formats, sellers must have inventory in America, usatemu.com is not a party to contracts for sale between third-party sellers and buyers, nor are usatemu.com, a traditional auctioneer.

Any guidance at usatemu.com, provided as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational, and you may decide to follow it or not. We may help facilitate the resolution of disputes between buyers and sellers through various programs. Unless otherwise expressly provided, USATEMU.COM, has no control over and does not guarantee: the existence, quality, safety, or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

### Using USATEMU.COM

In connection with using or accessing our Services you agree to comply with this User Agreement, our policies, our terms, and all applicable laws, rules, and regulations, and you will not:

- breach or circumvent any laws, regulations, third-party rights or our systems, Services, policies, or determinations of your account status.

- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services or are a person with whom transactions are prohibited under economic or trade sanctions.
- fail to pay for items purchased by you, unless you have a valid reason as set out in an usatemu.com policy, for example, where the seller has materially changed the item's description after done.
- fail to deliver items sold by you, unless you have a valid reason as set out in the usatemu.com policy.
- manipulate the price of any item or interfere with any other user's listings.
- take any action that may undermine the feedback or ratings systems thus be fair to all.
- transfer your USATEMU.COM, account (including feedback) and user ID to another party without our consent.
- share your log in credentials with any third parties. If you require that authorized third parties (employees, agents, etc.) have access to your account we offer a Multi-User Account Access program for that purpose.
- create listings, post, or upload content in inappropriate categories or areas on our sites.
- engage in gambling.
- post false, inaccurate, misleading, deceptive, defamatory, libelous, or illegal content.
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes.
- distribute viruses or any other technologies that may harm USATEMU.COM, or the interests or property of users.

- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of USATEMU.COM.
- circumvent any technical measures used to provide our Services.
- interfere with the functioning of our Services, such as by imposing an unreasonable or disproportionately large load on our infrastructure.
- export or re-export any USATEMU.COM, application or tool, except in compliance with the export control laws, and rules and policies of any relevant authorities.
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to USATEMU.COM but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to USATEMU.COM, or someone else.
- infringe any Intellectual Property Rights that belong to third parties affected by your use of our Services or post content that does not belong to you.
- commercialize any USATEMU.COM, application or any information, data, or software associated with such application, except with the prior express permission of usatemu.com.
- harvest or otherwise collect or use information about users without their consent. Sellers must meet USATEMU.COM, minimum performance standards. Failure to meet these standards may result in USATEMU.COM, charging sellers additional fees, and/or limiting, restricting, suspending, or downgrading your seller account. If we believe you are violating this User Agreement or any of our policies, or abusing USATEMU.COM, and/or our Services in any way, we may, in our sole discretion and without limiting other

remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. We may offer a process allowing users to report claimed violations for us to consider and manage through one or more of these options, all in our sole discretion.

If we believe you are violating our policies prohibiting Offers to buy or sell outside of usatemu.com you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and account features, suspension of your account, application of fees, and recovery of expenses for policy monitoring and enforcement. Also, as provided below in the fees and Taxes section, if we believe you are violating our policy on buying or selling outside of usatemu.com you may be charged final value fees.

We may cancel unconfirmed accounts or accounts that have been inactive for a substantial period. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

## **Policy Enforcement**

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement to do the right thing for both buyers and sellers. The foregoing does not limit or impair our right to refuse, modify, or terminate all or part of our Services to anyone, or to terminate this agreement with anyone, for any reason at our discretion.

## **Fees and Taxes**

We charge sellers for the use of our Services. In some cases, where buyers receive supplemental Services such as authentication or storage Services for items in certain categories, we may also charge those buyers for such supplemental Services.

The fees we charge sellers for using our Services to sell goods and services are listed on our Selling fee pages. We may change our selling fees from time to time by posting the changes on the usatemu.com site fourteen (14) days in advance, but with no advance notice required for temporary promotions or any changes that result in a reduction of fees.

If you are a seller, you are liable for fees arising out of all sales made using some or all our Services, even if sales terms are finalized or payment is made outside of USATEMU.COM. If you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of USATEMU.COM

you may be liable to pay a final value fee applicable to that item, even if the item doesn't sell, given your usage of our Services for the introduction to a buyer.

You as a seller must have a payment method on file when using our selling Services and pay all fees and applicable taxes associated with your use of our Services by the payment due date. If your payment method fails or your account is past due, we may place restrictions on your account, or the USATEMU.COM, Payments Entities (as defined below) may collect amounts owed in the manner described in the Payments Terms of Use. and late fees will apply usatemu.com, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, overdue payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information usatemu.com, reported to a credit bureau (i.e., Experian, Equifax, or TransUnion) please contact us at USATEMU.COM, C/O LP BUSINESS CONSULTING LLC, if you wish to dispute the information a collection agency reported to a credit bureau regarding your USATEMU.COM, account, you must contact the collection agency directly.

## **Listing Conditions**

When listing an item for sale on our Services, you agree to comply with USATEMU.COM, listing policies and Selling practices policy and agree that:

- You assume full responsibility for the item offered and the accuracy and content of the listing, including listing content created using tools offered by USATEMU.COM, or third parties such as translation, image editing, and generative artificial intelligence tools,
- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). USATEMU.COM, cannot guarantee exact listing duration,
- Your fixed-price listings may automatically renew every calendar month, based on the listing terms at the time, until all quantities sell, or the listing is ended by you or USATEMU.COM in its sole discretion,
- The content you provide complies with all our listing policies, including the Images, videos and text policy,
- Content that violates any of USATEMU.COM, policies may be modified, obfuscated, or deleted at USATEMU.COM, sole discretion.

- We may revise product data associated with listings to supplement, remove, or correct information,
- We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
  - buyer's location, search query, browsing site, and history.
  - Item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query.
  - seller's history, including listing practices, Detailed Seller Ratings, usatemu.com policy compliance, feedback, and defect rate.
  - number of listings matching the buyer's query,
- To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer,
- Some advanced listing upgrades will only be visible on some of our Services.
- USATEMU.COM, Duplicate listings policy may also affect whether your listing appears in search results.
- Metatags and URL links that are included in a listing may be removed or altered,
- We may provide you with optional information to consider when creating your listings. Such information may be based on the aggregated sales and performance history of similar sold and/or current listings; results may vary for individual listings. You agree that we may display the sales and performance history of your individual listings to other sellers,
- Artificial intelligence-based tools may be used to provide you with content; availability and accuracy of these tools and content are not guaranteed.

- For items listed in certain categories, subject to certain programs, and/or offered or sold at certain price points, USATEMU.COM, may require the use of certain payment methods, subject to our Payments methods policy. For example, for inventory covered by authentication or storage services, buyer and sellers may be subject to escrow and/or payment handling requirements.
- You will not sell and will promptly remove all listings for any product recalled by a manufacturer or governmental agency if the sale of the product is prohibited by law or regulation or if the product poses a health or safety hazard as specified by any governmental agency. Usatemu.com has no responsibility or liability for the safety or performance of any product that you list or sell using our Services, including any product that is subject to a recall. You are solely responsible for any non-conformity or defect in, or compliance with any public or private recall of, any product you list or sell using our Services,
- USATEMU.COM, may publish and promote your listings, including related content such as username, product reviews and feedback on the websites or in the applications, services, and tools of other USATEMU.COM and corporate family members or cooperating third-party operators of websites, applications, services, and tools.
- Selling fees do not purchase exclusive rights to item exposure on our Services. We may display third-party advertisements (including links and references thereto) or other content in any part of our Services, including listings, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, sellers.

## **Purchase Conditions**

When buying an item using our Services, you agree to the rules and policies for buyers that:

- You are responsible for reading the full item listing before making a bid or offer, buying, or committing to buy.
- You enter a legally binding contract to purchase an item when you buy the item, commit to buy the item, your offer for the item is accepted, you have the winning bid for the item, or your bid for the item is otherwise accepted, regardless of when payment is due or received.
- For motor vehicles and real estate, a bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item and does not create a formal contract between the buyer and the seller.
- We do not transfer legal ownership of items from the seller to you,
- Hawaii Code Annotated applies to the transfer of ownership between the buyer and the seller, unless the buyer and the seller agree otherwise.

## **International Buying and Selling; Translation.**

Given the nature of USATEMU.COM and the global marketplace, listings may be viewed and purchased by, and shipped to, buyers around the world. Many of our Services are accessible internationally. We offer certain programs, tools, and experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools. If, as a seller, you do not want your item to be sold to buyers internationally, you can exclude countries or regions you don't want to ship to by adjusting your shipping settings as provided in the international selling policy. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

If you purchase an item on an USATEMU.COM, site that is different from your registration site, you are subject to the User Agreement and applicable policies of that other USATEMU.COM, site with respect to that purchase, as detailed in the international selling policy.

For sellers, you agree that we may display your listing for sale on an USATEMU.COM site other than the site where you listed your item for sale, based on your shipping



settings. You may adjust these settings as detailed in the international selling policy. If you list your items with an international shipping option, the appearance of your listings on sites other than the listing site is not guaranteed. If you sell an item on an USATEMU.COM, site that is different from your registration or listing site, you are subject to the User Agreement and applicable policies, including any buyer protection programs, of that other USATEMU.COM, site with respect to that particular sale, as detailed in the international selling policy.

You authorize us to use automated tools to translate your USATEMU.COM content, including member-to-member communications, in whole or in part, into local languages where such translation solutions are available. We may provide you with tools which will enable you to translate content at your request. The accuracy and availability of any translation are not guaranteed.

One of the ways we make USATEMU.COM listings available to international buyers is through the USATEMU.COM, International Shipping Program enables buyers to obtain parcel processing, international shipping, and customs clearance services. It is facilitated by USATEMU.COM, through third-party service providers that USATEMU.COM, have contracted to operationalize the program. By listing your item on USATEMU.COM and you agree to our terms and conditions. If you choose not to participate in EIS, you can opt out of the program by updating your shipping preferences.

## **Content**

When you provide content using our Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights you have in that content in connection with our provision, expansion, and promotion of our Services, including development of new offerings as part of our Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights in that content against USATEMU.COM and our assignees, our sublicensees, and their assignees in connection with our, those assignees', and those sublicensees' use of that content in connection with our provision, expansion, and promotion of our Services.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this User Agreement. You represent and warrant that such content is accurate, appropriate, and legal. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any Intellectual Property Rights of any third party. USATEMU.COM takes no responsibility and assumes no liability for any content provided by you or any third party.

We offer product data (including images, descriptions, and specifications) that are provided by third parties (including USATEMU.COM, users). You may use that content solely in your usatemu.com listings. Usatemu.com, may modify or revoke such permission at any time in our sole discretion. The product data includes copyrighted, trademarked, and other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings in the product data and not to create any derivative works based on that data (other than by including the data in your listings).

We try to offer reliable product data, but we cannot promise that the content provided through our Services will always be available, accurate, complete, and up to date. You agree that USATEMU.COM are not responsible for examining or warranting the listings or content provided by third parties through our Services, and that you will not attempt to hold us or our data providers liable for inaccuracies.

The name "USATEMU.COM, " and other USATEMU.COM, marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of USATEMU.COM, in the U.S. and other countries. They may not be used without the express written prior permission of usatemu.com.

## **Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code**

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. USATEMU.COM, Verified Rights Owner (VeRO) program works to ensure that items and content using our Services do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our team and we will investigate. Learn how to submit a notice to USATEMU.COM.

## **Holds and Restricted Funds**

To protect USATEMU.COM from the risk of liability for your actions as a seller, USATEMU.COM, Payments Entities (as defined below) may restrict access to your funds as described in the Payments Terms of Use.

## **Authorization to Contact You; Recording Calls; Analyzing Message Content**

USATEMU.COM, may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our

policies, applicable law, or any other agreement we may have with you. USATEMU.COM may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions), if you consent to such communications. Our collection, use, disclosure, retention, and protection of your personal information is governed by our User Privacy Notice. As described in our User Privacy Notice, USATEMU.COM may collect other telephone numbers for you and may place manual non-marketing calls to any of those numbers and autodialed non-marketing calls to any landline. Standard telephone minute and text charges may apply and may include overage fees if you have exceeded your plan limits. You may change your marketing communications preference for calls at any time, including through the Communication Preferences section of our websites. You may also opt-out of a specific text marketing campaign by replying "STOP" to such marketing text message.

USATEMU.COM, may share your telephone number with its authorized service providers as stated in our User Privacy Notice. These service providers may contact you using autodialed or prerecorded calls and text messages, only as authorized by USATEMU.COM, to conduct the purposes identified above.

USATEMU.COM, may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with USATEMU.COM, or its agents for quality control and training purposes, or for its own protection.

USATEMU.COM, automated systems scan and analyze the contents of every message sent through its messages platform, including messages between users, to detect and prevent fraudulent activity or violations of USATEMU.COM, User Agreement, including the incorporated terms, notices, rules, and policies. This may result in a manual review of messages sent through our messaging tools. This scanning and analysis may occur before, during, or after the message is sent, or while in storage, and may result in your message being delayed or withheld. USATEMU.COM, may store message contents, including to conduct this scanning and analysis.

## **Privacy of Others; Marketing**

If USATEMU.COM provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose or distribute a user's information to a third party for purposes unrelated to our Services. Additionally, you may only send marketing communications to users who have consented to receive them in accordance with applicable laws, and only use USATEMU.COM, Services.

## **Additional Terms**

### **Returns and cancellations for sellers.**

Sellers can create rules to automate replacements, returns, and refunds under certain circumstances. For all new sellers, in listings where returns are accepted, USATEMU.COM will set a default rule that automates the return process. Sellers may remove or customize their return preferences in their account settings within the USATEMU.COM, Where settings have been set to automatically accept requests for returns or replacements, USATEMU.COM, generated return shipping label will be provided to your buyer. You agree to comply with our returns policy. When an item is returned or if a transaction is canceled after payment has been completed, USATEMU.COM may issue a refund to the buyer on the seller's behalf and charge the seller for the refund.

Additionally, USATEMU.COM, may charge sellers for the cost of return shipping labels and/or other reasonable fees from sellers when:

- USATEMU.COM, generated return shipping labels are used, and the seller is responsible for its cost.
- Returns have been automated.
- The seller fails to send the buyer a return shipping label and, instead, an USATEMU.COM, -generated shipping label is used.
- The item is not as described in the listing and is returned in accordance with USATEMU.COM, Money Back Guarantee or other applicable terms.

USATEMU.COM, or USATEMU.COM, Payment Entities may invoice sellers for these charges and collect such charges as described in the Payments Terms of Use. All seller cancellations of orders must be in accordance with our Order cancellation policy.

### **Returns and cancellations for buyers.**

Buyers generally do not have the right to cancel an order. Buyers can request to cancel an order on USATEMU.COM, within the time period and as provided in our Order cancellation policy, and the seller will have 3 days to accept or decline the request. If the order cannot be canceled, buyers may still be permitted to return the item if the item is eligible for return.

In certain instances, a buyer may be responsible for the cost of return shipping for an item returned to the seller. If the buyer is responsible for the return shipping costs, the buyer may elect to use an USATEMU.COM, -generated shipping label or purchase a shipping label directly from a carrier. By choosing to use an USATEMU.COM, -generated shipping label, you (as a buyer) agree that USATEMU.COM may deduct the cost of the shipping label from the refund owed to you.

## **USATEMU.COM, Money Back Guarantee**

Most USATEMU.COM, sales go smoothly, but if there's a problem with a purchase covered by USATEMU.COM, Money Back Guarantee, buyers can get their money back if an item didn't arrive, is faulty or damaged, or doesn't match the listing. You agree to comply with the policy and permit us to make a final decision on any USATEMU.COM, Money Back Guarantee case.

If you (as seller) choose to reimburse a buyer or are required to reimburse a buyer or USATEMU.COM, under the USATEMU.COM, Money Back Guarantee, USATEMU.COM, or USATEMU.COM, Payments Entities may invoice you in the amount of the reimbursement or collect the amount of the reimbursement from you as described in the Payments Terms of Use. If we cannot get reimbursement from you, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

We may suspend the USATEMU.COM, Money Back Guarantee in whole or in part without notice if we suspect abuse or interference with the proper working of the policy. You agree to make us whole for any losses, including expenses we incur to recoup such losses, arising out of your abuse of the USATEMU.COM, Money Back Guarantee.

## **Recommendations**

Usatemu.com, may offer personalized recommendations to you to provide a relevant and engaging experience, helping you sell or buy items of interest to you. These recommendations may consider data related to your USATEMU.COM, activity, the item, and seasonality, among other factors.

## **Payment Services**

Payments for goods and services sold using our Services are facilitated by designated USATEMU.COM, entities (each, an "USATEMU.COM, Payment Entity") You agree to the Payments Terms of Use to the extent applicable to you. To receive payment for an item sold using our Services, you must accept and comply with the Payments Terms of Use including the requirements to provide to USATEMU.COM, Payment Entities information about you, your business, and the financial account you will use to receive payments.

If you are a buyer:

- You may pay for items and services using the payment methods that the USATEMU.COM, Payment Entities make available, and the USATEMU.COM, Payment Entities will manage settlement of the payment to sellers. When buying on our Services, you authorize USATEMU.COM, Payment Entity, to initiate payments using your selected payment method and collect the

transaction amounts on behalf of the seller. Accordingly, payments received by the USATEMU.COM, Payment Entity from you will satisfy your obligations to pay the seller in the amount/numbers of payments received.

- Payment Entity or its affiliates may save payment information, such as credit card or debit card numbers, and card expiration dates, entered by you on our Services when you make a purchase, redeem a coupon, or make any other transaction on our Services where card information is entered. Such stored payment information may be used as your default payment method for future transactions on our Services. At any time, you can update your card information or enter new card information, at which point the new card information shall be stored as your default payment method. You may update your default payment method through the payment section in My USATEMU.COM, You maintained the accuracy of the information we have on file, and you consent to USATEMU.COM, updating such stored information from time to time based on information provided by you, your bank, or other payments services providers. You will only provide information about payment methods that you are authorized to use. By placing a payment method on file with us, you authorize USATEMU.COM, Payment Entities to charge your payment method(s) for all amounts arising from your use of our Services, including charges to recover the proceeds of any fraud perpetrated by you, or charges necessary to recoup amounts refunded to you in error.
- You may seek returns or cancellations on our Services, or file USATEMU.COM, Money Back Guarantee claims on our Services. If you are entitled to a refund, the USATEMU.COM, Payment Entities will issue a refund if the USATEMU.COM, Payment Entities processed the original payment. Refund timing may vary in accordance with the rules of third parties, such as credit and debit card networks.

- You agree to comply with, and not cause a third party to violate, all applicable laws, regulations, rules and terms and conditions in connection with the use of the services provided by the USATEMU.COM, Payment Entities. You understand that some third parties, such as credit and debit card issuers, credit and debit card networks and payments services providers, may have their own terms and conditions for the payment or settlement methods you choose to use in connection with managed payments transactions. Failure to abide by third-party terms and conditions may result in fees assessed to you (for example, currency conversion fees from your credit card issuer if the transaction currency is different from your credit card currency) or other actions taken by such third parties, and you agree that the USATEMU.COM, Payment Entity has no control over, or responsibility or liability for, such fees or actions.

## **Disclaimer of Warranties; Limitation of Liability**

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of our access to our Services. Bid update and other notification functionality in USATEMU.COM, applications may not occur in real time. Such functionality is subject to delays beyond USATEMU.COM's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, in no event will USATEMU.COM, (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents, and employees) be liable to you or any third party under any claim at law or in equity for any consequential damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages), and all such damages or losses are expressly excluded by this User Agreement whether or not they were foreseeable or USATEMU.COM, was advised of such damages or losses. Without limiting the generality of the foregoing, we

(including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents, and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- the content you provide (directly or indirectly) using our Services.
- your use of or your inability to use our Services.
- pricing, shipping, format, or other guidance provided by USATEMU.COM
- delays or disruptions in our Services.
- viruses or other malicious software obtained by accessing or linking to our Services.
- glitches, bugs, errors, or inaccuracies of any kind in our Services.
- damage to your hardware device from the use of any usatemu.com, Service.
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items.
- a suspension or other action taken with respect to your account or breach of the Using USATEMU.COM, section above.
- the duration or way your listings appear in search results as set out in the Listing Conditions section above.
- your need to modify practices, content, or behavior, or your loss of or inability to do business, because of changes to this User Agreement or our policies.

Some districts do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greatest of (a) any amounts due under the USATEMU.COM, Money Back Guarantee up to the price the item sold for on USATEMU.COM, (including any applicable sales tax) plus its original shipping costs, (b)



the amount of fees in dispute, not to exceed the total fees you paid to us in the 12 months prior to the action giving rise to the liability, or (c) \$100.

## **Release**

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

## **Indemnity**

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, and agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of our Services or your breach of any law or the rights of a third party.

## **Legal Disputes**

Please read this section carefully. it affects your rights and will have a substantial impact on how claims you and usatemu.com, have against each other are resolved.

In this Legal Disputes section, the term "related third parties" includes your and USATEMU.COM, respective affiliates, subsidiaries, parent companies, predecessors, successors, assigns, as well as your, USATEMU.COM, and these entities' respective employees and agents.

You and USATEMU.COM, each agree that any and all claims or disputes at law or equity that has arisen, or may arise, between you and USATEMU.COM, (or any related third parties) that relate in any way to or arise out of this or previous versions of this User Agreement, your use of or access to the Services, the actions of USATEMU.COM, or its agents, or any products or services sold, offered, or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes section.

### **A. Applicable Law**

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Hawaii, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and USATEMU.COM, , except as otherwise stated in this User Agreement.

## **B. Agreement to Arbitrate**

you and usatemu.com, each agree that any and all disputes or claims that have arisen, or may arise, between you and usatemu.com, (or any related third parties) that relate in any way to or arise out of this or previous versions of the user agreement, your use of or access to our services, the actions of usatemu.com, or its agents, or any products or services sold, offered, or purchased through our services shall be resolved exclusively through final and binding arbitration, rather than in court, subject to any exemptions if applicable

- **Exemption - Small Claims Court Claims**

Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's district and on an individual (non-class) basis only. If a party initiates an arbitration asserting a claim that falls within the jurisdiction of a small claims court, the other party may, in its discretion, require that the arbitration demand be withdrawn and that the claim be filed in a small claims court.

Any dispute about whether a claim falls within any given small claims court's authority will be resolved by that court, not by an arbitrator. In the event of any such jurisdictional dispute, the arbitration proceeding will remain closed unless and until the small claims court issues a decision that the claim should proceed in arbitration.

- prohibition of class and representative actions and non-individualized relief  
you and usatemu.com, agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class, or representative or private attorney general action or proceeding. unless both you and usatemu.com, agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form of a consolidated, representative, class, or private attorney general action or proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief sought by that party's individual claim(s). any relief awarded cannot be granted to or affect other users. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or a particular request for a remedy (such as a request for injunctive relief), then that claim or that remedy request (and only that claim or that remedy request) must be severed from the arbitration and may be brought in court (pursuant to Section 18.C below), subject to your and USATEMU.COM, right to appeal the court's decision. All other claims will be arbitrated.
- **Arbitration Procedures**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is extremely limited. However, an arbitrator can award the same damages and relief on an individualized basis that a court can award to an individual. An arbitrator will apply the terms of the User Agreement as a court would. All issues are for the arbitrator to decide, except those issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 2 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide as set forth under Section 18.C below.

A party who intends to seek arbitration must first send to the other, by certified mail, a valid Notice of Dispute ("Notice"). The Notice to USATEMU.COM must be sent to USATEMU.COM will send any Notice to you to the physical address we have on file associated with your USATEMU.COM account; it is your responsibility to keep your physical address up to date. To be valid, you must personally sign the Notice and complete all information on the Notice form, including a description of the nature and basis of the claims you are asserting, the specific relief sought, and the email address and phone number associated with your account.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but shall be bound by rulings in prior arbitrations involving the same USATEMU.COM, user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- **Costs of Arbitration**

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If you complied with the Notice of Dispute procedures of Section 3 of this Agreement ("Arbitration Procedures"), and the value of the relief sought is \$10,000 or less, at your request, USATEMU.COM, will pay all administration and arbitrator fees associated with the arbitration. Any request for payment of fees by usatemu.com should be submitted by mail to AAA along with your Demand for Arbitration and USATEMU.COM will decide to pay administration and arbitrator fees directly to AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse USATEMU.COM, for all fees associated with the arbitration that have been paid by USATEMU.COM, on your behalf that you otherwise would have been obligated to pay under the AAA's rules.

- **Severability**

Except for any of the provisions in Section 2 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

- **Opt-Out Procedure**

If you are a new user of our services, you can choose to reject this agreement to arbitrate ("opt-out") by mailing us a written opt-out notice ("opt-out notice"). The opt-out notice must be postmarked no later than 30 days after the date you accept the user agreement for the first time.

You must complete, sign and mail that to us to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state, and zip code), and the user ID(s) and email address(es) associated with the USATEMU.COM, Service account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of this User Agreement and its Legal Disputes section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

- **Future Amendments to the Agreement to Arbitrate**

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against USATEMU.COM and, prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and USATEMU.COM. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on usatenmu.com and, at least 30 days before the effective date of the amendments and by providing notice through the USATEMU.COM, Message Center and/or by email. If you do not agree to these amended terms, you may close your account within the 30-day period and you will not be bound by the amended terms.

## **C. Judicial Forum for Legal Disputes**

If the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or

as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute between you and USATEMU.COM, will be resolved exclusively by a state or federal court located in Salt Lake County, Hawaii. You and USATEMU.COM agree to submit exclusively to the personal authority of the courts located within Salt Lake County, Hawaii for the purpose of litigating all such claims, disputes, or matters.

## **General**

Except as otherwise provided in this User Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, and in such an event, we will post notice on usatemu.com and, Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will act against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on USATEMU.COM. Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you with 30 days' notice by posting the amended terms. Additionally, we will notify you through the USATEMU.COM, Message Center and/or by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an USATEMU.COM and representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

Without limiting USATEMU.COM's ability to refuse, modify, or terminate all or part of our Services, USATEMU.COM may also terminate this Agreement with anyone at any time for any reason, at our sole discretion, by giving notice of such termination.

The policies and terms posted on our Services may be changed from time to time. Changes take effect when we post them on the USATEMU.COM, Service.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such an account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement and all terms and policies posted through our Services set forth the entire understanding and agreement between you and USATEMU.COM and supersede all prior understandings and agreements of the parties.

The following sections survive any termination of this User Agreement: Fees and Taxes, Content, Holds and Restricted Funds, Additional Terms, Payment Services, Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.

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