

## **AfterCart, Inc.**

### **Terms of Service**

**Last Updated: March 6, 2023**

Please read these Terms of Service, including the terms of the [Privacy Policy](#), which is incorporated into this document by reference (together, the “**Terms**”) carefully **before** using the AfterCart website, platform, widget, or application (the “**App**”).

These Terms are a contract entered into between You (“**you**,” “**your**,” “**yours**”) and AfterCart, Inc, a Wyoming company (“**we**,” “**us**,” “**our**,” “**AfterCart**”). These Terms govern your use of and access to the App, including any related content, functionality, and services offered on or through it or them (the “**Services**”). These Terms apply to all visitors, users and others who wish to access or use the App and any other associated website or mobile application.

We, or our third-party affiliates, may make improvements and/or changes in the capabilities, features, prices, and availability of the App at any time without notice. You agree that we are not and shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the App, the Services or any portion or functionality thereof.

For any questions about these Terms of Service, please contact us at [team@aftercart.com](mailto:team@aftercart.com).

#### **1. Acceptance of Terms**

- a. **Acceptance.** BY USING THE APP OR SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THE TERMS OR CONDITIONS CONTAINED IN THIS AGREEMENT OR ANY PORTION OF THE TERMS OF SERVICE YOU MUST NOT ACCESS OR USE THE APP OR SERVICES.
- b. **Acceptance on Behalf of a Legal Entity.** IF YOU AGREE TO THESE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF THIS AGREEMENT AND THE ENTIRETY OF THE TERMS OF SERVICE AND FURTHER UNDERSTAND AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THIS AGREEMENT AND THE ENTIRETY OF THE TERMS OF SERVICE. In that event, “you,” “your,” and “yours” will refer and apply to you as an individual and that entity or agency.

- c. **No Insurance Services.** AfterCart provides the Services, which do not include any insurance or insurance services. YOU UNDERSTAND AND ACKNOWLEDGE THAT AFTERCART DOES NOT PROVIDE INSURANCE OR INSURANCE SERVICES.
- d. **Persons who Cannot Accept.** You cannot accept these Terms if: (i) you are not lawfully entitled to use the App or any part, feature, or functionality under any applicable laws in the country, state, province, or other location in which you are physically present at the time of access or otherwise resident of; or (ii) you are under the age of 18. It is your responsibility to ensure that you are legally allowed to enter into these Terms and that you do not violate any applicable laws.
- e. **Modification.** We, or our third-party affiliates, may make improvements and/or changes in the capabilities, features, prices, and availability of the App at any time without notice. You agree that we are not and shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the App, the Services or any portion or functionality thereof. The preceding two sentences do not apply to the rights and obligations of Sections 13 and 14, and if a change or modification of any such sections is made, you will be immediately notified through the App and/or via an email address or other contact method you have provided to us. Your continued use of the App after any such change constitutes acceptance of the new, additional, or modified Terms.

## 2. Shipping Protection Services

- a. **Generally.** In addition to other Services we provide, we provide shipping protection services for online stores, merchants, consumers, ecommerce platforms, and other commercial enterprises. These shipping protection services are not insurance of any kind. You are under no obligation to purchase any shipping protection, and may elect to use another provider or not provide or purchase shipping protection at all.
- b. **Coverage.** We shall pay amounts equivalent to the cost to repair or replace items lost, stolen, or damaged while in transit with a shipping provider, up to the value you declare to us at the time of purchasing such coverage, to a maximum of US \$2,000 unless otherwise agreed to in writing by us, and subject to the qualifications in Section 2(c) and (d). Items packaged by consumers or non-commercial users are eligible for coverage up to a maximum of US \$300. Losses covered include, but are not necessarily limited to package or item damage or loss arising out of or caused by:
  - 1. Accidents, such as drops, scratches, dents, and tears,
  - 2. Water or fire damage, such as leaks in a vehicle or truck,

3. Damage from a collision of or with the shipping provider's vehicle,
4. Non-delivery,
5. Shipping provider negligence,
6. Third-party theft during transit or while the item is within the shipping provider's control

**c. Qualification.** Any specific shipment's qualification for reimbursement is in AfterCart's sole and absolute discretion, and if qualified, and any amount paid for reimbursement is made to the appropriate party as determined by AfterCart. To qualify for shipping protection, and therefore reimbursement, if applicable, you must:

1. Specify an amount of protection with respect to each shipment and the amount of desired protection, based on the value of the product being shipped. THE AMOUNT REIMBURSED IS LIMITED BY THE VALUE OF THE PRODUCT AND ANY REPLACEMENT SHIPPING COSTS AS DEEMED REASONABLE AND APPROPRIATE BY AFTERCART, AS THAT VALUE IS DECLARED BY YOU. You are solely responsible for ensuring that the value you declare is appropriate for the product, and understand that we are under no obligation to and absolutely will not reimburse for amounts in excess of that declared value, regardless of the actual amount of loss.
2. Provide at our request an invoice or other independently-verifiable proof of value which includes the shipper's name and address, the intended recipient's name and address, and a description of the lost, damaged, or stolen product, or that of product similar in specification, age, and condition should the declared value be deemed unreasonable to us.
3. Submit photo or video proof of the damaged product and its packaging, and as available photo or video proof of the product being undamaged prior to shipping, as applicable.
4. Use a recognized third-party shipping provider, where the shipping of items such as the product shipped is in that shipping provider's regular course of business. A unique tracking number issued by the shipping provider to track shipment progress and location is required for any shipment to qualify for shipping protection.
5. Provide any available information or documentation reasonably requested by us to substantiate a claim.

6. Ship with non-descriptive packaging and shipping labels which make no mention of the contents of the packaging or the vendor of the products.
7. Require adult delivery confirmation signature for shipments valued in excess of US \$1000.
8. Comply with these terms and any reasonable request made by us to verify the truthfulness of the reimbursement claim.
9. Provide notice of damage within 5 calendar days from the delivery date according to the shipping provider's tracking updates.
10. Provide notice of loss, non-delivery, or theft no sooner than 5 calendar days from the expected delivery date according to the shipping provider's tracking updates.
11. Report all issues with your shipment no more than 14 days from either the last recorded tracking event or confirmed delivery according to the shipping provider's tracking updates.
12. Ensure all customs fees are paid as shipments held at international borders for non-payment will not be covered.
13. Pick up your shipment from a shipping provider's pickup point within the timeframe outlined by the shipping provider.

**d. Limitations and Exclusions.** Shipping protection provided by AfterCart does not apply to any loss or damage arising out of or resulting from:

1. Improper packaging,
2. Any accident occurring while cargo is being driven under its own power or being towed on its own wheels, except during loading and unloading and positioning by the delivery service provider,
3. Damages to goods caused by shipper-owned trailers,
4. Incorrect, inaccessible, or undeliverable addresses,
5. Loss or damage to property before or after transit,
6. Porch piracy or theft after delivery to the address specified unless such coverage is expressly approved in writing by us,
7. Acts of God or forces of nature, including, but not limited to, storms, fires, earthquakes, pandemic, virus, bacteria, or other pathogen, and similar natural disasters,

8. Acts of war or terrorism including civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, derelict mines, torpedoes, bombs, or other derelict weapons of war,
9. Capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition, nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war, and whether lawful or otherwise,
10. The shipping of prohibited items, specifically bank bills, notes, currency, fireworks, hazardous waste or other hazardous materials, explosives, furs, live animals, negotiable papers, any human body parts or remains, ivory, negotiable papers, marijuana, illegal drugs or controlled substances, postage stamps, shark fins, fresh foods (excepting frozen foods in refrigerated containers), cash, cigarettes and other tobacco products, cotton, flowers, deeds, tickets, traveller's checks, perishable commodities, pharmaceutical drugs, plants, precious stones and metals, securities, server racks (when containing computers, servers or electronic components), used engines, motors, transmissions, and other vehicle machinery (defined as any machinery or component which is used to propel an automobile, boat, personal craft, or vehicle), perishable commodities (defined as commodities which spoil or deteriorate when not carried or stored in a temperature controlled environment), pharmaceutical drugs, precious stones and metals, automobiles and motorcycles, bagged goods, boats and yachts, ceramic or stone tiles, countertops, statues, glass windows, plate glass and similar goods, lumber, used household goods and personal effects, scrap metal, and steel metal and steel metal products, jewelry or art valued in excess of US \$500 per piece unless expressly approved in writing by us, and all shipments prohibited by law.
11. Loss or damage after the delivery service tracking or photographic evidence confirms delivery to the specified address, or the shipment is with a neighbor or at a secure location approved by you,
12. Transactions canceled prior to shipment,
13. Any notices of loss or damage provided to us after the notice deadlines to make a claim,
14. The shipping address or shipping label being changed after your item was taken in possession by the delivery service,

15. Actual or suspected fraudulent activity or other misconduct, as determined at our sole discretion,
16. Any consequential, special, indirect, incidental, punitive, or exemplary damages, or other fines, penalties, or damages resulting from loss of income or use of property,
17. Normal wear and tear, pre-existing conditions, recall, or violation of applicable laws,
18. Loss or damage to items other than those items for which this contract was agreed to and paid for at the time of booking,
19. Violation of the shipping provider's policies.

- e. Ownership of lost or damaged items.** You acknowledge and agree that any items deemed by us to be lost, damaged, or stolen and approved for replacement or refund become our exclusive property. If any party to this agreement comes into possession of any previously lost, damaged, or stolen items, they may be required to ship them to us. It is also acknowledged and agreed that AfterCart may track any lost or stolen items and take reasonable action to recover such items.
- f. Claims of pre-existing coverage.** You acknowledge and agree that we have the exclusive right to pursue and retain the entirety of proceeds from any third-party shipping protection coverage or insurance policy that may have applied to a shipment for which we issued any replacement shipment or refund.

### 3. Registration and Accounts

- a. Fill in the Sign-Up form on the App by providing the requested information. Prior to clicking "Sign Up," you may be required to confirm certain personal information, which may change from time to time. By clicking "Sign Up," your Account is created (an "**Account**"). You are only permitted to have one Account and if your Account is terminated by us for a breach of these Terms, you may not be permitted to create another Account.
- b. You acknowledge that your Account is personal to you, and you are obliged not to provide any other person with access to the App or Services or portions of it using your email address, password, or other security information.
- c. You are responsible for maintaining the confidentiality of your data and for monitoring and, if necessary, restricting access to your devices. Any email address, password, or any other information chosen by you or provided to you as a part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing

your Account from a public or shared device so that others are not able to view or record your password or other Account information.

- d. You will use any and all commercially reasonable efforts to prevent unauthorized use of Account assigned to you and will promptly notify us, in writing, if you suspect that an Account is compromised or misused or if any user ID, password or other access credentials are lost, stolen, compromised, or misused.
- e. You understand, acknowledge, and agree that to the extent permitted by applicable law, we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the unauthorized use of your Account.
- f. You understand, acknowledge, and agree that any Account information must be accurate, current, truthful, and complete, and you will keep your Account information accurate, current, truthful, and complete. We may identify you and send notices, statements, and other information by e-mail or through your Account.
- g. You understand, acknowledge, and agree that we have the right, but not the obligation, to monitor your Account for any reason. You further understand, acknowledge, and agree that we may:
  - remove anything that is, in our sole discretion, unacceptable, inappropriate, or not in compliance with these Terms,
  - disclose data to law enforcement agencies or authorities who may investigate reports of misuse or abuse of the Account or the App, App, and Services; and
  - suspend or terminate access to the Account, at any time and without prior notice

#### **4. Permitted Use and Conduct**

- a. You may use the Services only within the intended purpose and permitted use. You acknowledge that the purpose of the Account is to provide you with access to the Services, including tools to create and manage information, orders, shipping, offer protection, posts, logs, teams, interact with the App features and functionality, comment on or address activities, interact with other users, or other content created, uploaded, shared, published or distributed through the App or Services, either directly or indirectly ("**User Content**"). Any use for other purposes or particular misuse of the Services or App is not permitted.

- b. Under no circumstances are you permitted to engage in Improper Conduct. Improper Conduct includes, but is not limited to:
- Falsifying personal information or impersonating any natural or legal person, including payment information, required to use the Services;
  - to spam, harass phish, pharm, pretext, spider, crawl, or scrape;
  - colluding with any other person or engaging in any type of false advertising or scam;
  - to solicit others to perform or participate in any unlawful acts or to engage in acts that are unrelated to the purpose of the App or Services
  - tampering with the administration of the Services or App or trying to in any way tamper with the computer programs associated with the Services or App;
  - obtaining other users' information for use or abuse unrelated to the Services or App, including inappropriate misuse;
  - abusing the Services or App in any way; or
  - otherwise violating these Terms of Service.
- c. Failure of observing the limits of purpose and permitted use of your Account, the App, and the Services is deemed a material breach of these Terms. We shall be entitled to – without prejudice to any other rights and in our sole and absolute discretion – terminate your Account. You may not use or access the App or Services if we have terminated your Account or otherwise elect not to provide you access to the App or Services.

## 5. User Content and Intellectual Property

- a. **Your Responsibilities.** You are responsible for the User Content that you post on or through the App, including its legality, reliability, and appropriateness. By posting User Content on or through the App, you represent and warrant that the User Content:
1. is owned and created by you or you have the legal right to use it and the ability to grant us the rights and license as provided in these Terms;
  2. does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity;
  3. does not contain a link or promote any affiliate program, multi-level marketing scheme, sites repurposing existing stories or off-topic content;
  4. does not scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way,



using any robot, spider, scraper, web crawler, or using any method of access other than manually accessing the publicly-available portions of the Services through a browser or accessing the Services through any approved mobile application, application programming interface, or client application;

5. does not contain software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
  6. does not falsely or incorrectly claim that you are or any other person is a technology insurance, or financial professional, or falsely state or otherwise misrepresent your or another person's affiliation with a technology company, insurance or indemnification entity, financial institution, or educational facility; and
  7. is not and does contain unlawful, harmful, threatening, abusive, fraudulent, harassing, insulting, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racist, that glorifies violence, is pornographic, unethical or otherwise prohibited, objectionable, or infringing on the rights of any third party.
- b. **Your Rights.** Except for those rights granted herein, you retain any and all of your rights to any User Content you submit, post or display on or through the App or Services and you are responsible for protecting those rights. We take no responsibility and assume no liability for any User Content you or any third-party post or otherwise make available on or through the App or Services. We reserve the right to terminate the account of anyone found to be infringing on a copyright or violating these Terms.
- c. **Your License to Us.** You grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable and license to use, modify, publicly perform, publicly display, reproduce, re-format and distribute any such User Content on and through the Services and App. You agree that this license includes the right for us to make your User Content available to other users of the App, who may also use your User Content subject to these Terms.
- d. **Marks.** You hereby consent to and grant a limited, revocable, non-exclusive, non-transferable, non-sub licensable, fully paid up, royalty-free, worldwide license to us to use any trademarks, trade names, service marks, and other branding assets for the purpose of advertising, marketing, and promoting your company on our

website and other digital properties. You shall retain all right, title, and interest in such marks.

- e. **Intellectual Property Displayed.** Any other information, images, data or content found on or through this App ("**Data**") is the property of AfterCart, used and displayed by AfterCart in accordance with 17 U.S. Code § 107, or used and displayed with permission given to AfterCart, including all patent rights, copyright, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence ("**Intellectual Property**"). You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Data or Intellectual Property, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us. You specifically agree not to access (or attempt to access) the App, Services, User Content, Data or Intellectual Property through any automated means (including the use of any script, web crawler, robot, spider, or scraper), and that you will not forge or manipulate identifiers in order to disguise the origin of any access (or attempted access) to the App, Services, User Content, Data or Intellectual Property.
- f. **Intellectual Property Ownership.** The App, Services, Data, and other Intellectual Property objects displayed, distributed, or otherwise made available via the App and Services, is the property of AfterCart, and its successors, assigns, licensors, or suppliers. Unless specifically provided in these Terms or if you have agreed otherwise in writing with us, nothing in these Terms gives you a right to use the App, Services, Data, User Content or Intellectual Property, and nothing in these Terms transfers or assigns any ownership rights.
- g. **Feedback.** We may provide means for you to give suggestions or feedback, or we may require information from you to provide troubleshooting or other Services. We are under no obligation to use suggestion, feedback, or information, but may, in our sole discretion, without any credit or notification to you. You hereby specifically disclaim any rights, whether through intellectual property, moral rights, or any other right in law or equity for any User Content you submit to us for the purpose of functionality suggestions, feedback, or customer service, including any complaints and regardless of the method you provide it to us and expressly permit us to utilize it as we deem necessary or desirable for any purpose whatsoever.

## 6. Payments

- a. All prices, discounts, and promotions posted on the App are subject to change without notice. The fee charged for Services selected by you will be calculated as a percentage of the value of that particular shipment, as advertised on the App at

- the time the shipment value is calculated, subject to the terms of any promotions or discounts, your geographical location or residence, the chosen payment method, and any other factors we may from time to time deem appropriate.
- b. The fees and costs posted on the App may not include applicable discounts or taxes until the transaction is completed fully. We strive to display accurate fee information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time.
  - c. Any payments made through the App and for the Services may be subject to applicable state, federal, or other tax. You are solely responsible for payment of any applicable tax, whether local, state, federal, international, or other. AfterCart is not liable for any failure of any User to pay taxes.
  - d. You represent and warrant that: (i) any payment information you supply to us is true, correct and complete, (ii) you are duly authorized to use any payment method you provide, (iii) charges incurred by you will be honored by the issuer of your payment method, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any, regardless of the amount quoted on the App or through the Services.
  - e. You understand that you are purchasing the Services from AfterCart via a payment service provider ("**PSP**"). Unless otherwise required by law, you are obligated to contact AfterCart support service for any issues related to payment transactions before contacting the PSP or financial institution.
  - f. Using the App or accessing the Services via the Internet may lead to incurring costs that you will have to pay to your service provider.

## **7. Cancellations, Returns, and Refunds**

- a. For users for whom it is required by applicable law, specifically those primarily residing in a member country of the European Union, you have the right to cancel a purchase of Services for a refund within a period of 14 days from purchase, but only if the product has not yet been placed with a shipping provider, at which point the services are no longer solely digital in nature. Once you have initiated the process to refund your purchase, you will no longer have the right to access to any Services.
- b. Unless otherwise required by applicable law, we have no obligation to provide a refund, exchange, return, or a credit. Due to the nature of App as a digital product, no refunds, exchanges, return, or a credit are granted without clear, justified and

legitimate reasons. We will assess any refund request for fees payable in advance on its merits and in our sole and absolute discretion.

- c. Except as otherwise set out in these Terms, all sales are final, non-refundable, and as-is, with no warranties of any kind, including warranties of quality and fitness for a particular purpose.
- d. To request a refund, exchange, return, or a credit, please contact us at [team@aftercart.com](mailto:team@aftercart.com). Absolutely no refunds, exchanges, returns, or credits will be granted solely on the basis of non-use or a change in the availability of certain Services.

**8. Links to and Integration with Other Websites and Sites.** Use of certain links or integrated features on the App will direct you to third party feeds, software, websites or mobile applications (collectively, "**Third-Party Platforms**"). Such Third-Party Platforms are not under the control of AfterCart, and we are not responsible for the content of any such Third-Party Platforms or any link contained in such Third Party-Platform. Links to Third-Party Platforms included on or through the App are provided for your convenience, and the inclusion of such links does not imply a recommendation or endorsement by us of any such Third-Party Platform or the products or services or information offered therein. If you decide to access any Third-Party Platform information, you do so entirely at your own risk. In no event shall we be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Third-Party Platform. We strongly advise you to read the Terms of Service and Privacy Policies of any Third-Party Platform or any other website or services that you visit.

## **9. Location, Push Notifications, and Other Technologies**

- a. **Location Verification.** To determine your eligibility to use the Services, we may determine your location using one or more reference points, such as GPS, IP address, beacons and/or software within your personal computer, mobile device, consumer electronics device, video game device or console, or any other equipment. If you have set your device(s) to disable GPS, Bluetooth or other location determining software, use connection methods or systems that mask your location, such a virtual private network, or do not authorize the Services to access your location data, the Services may not be able to determine your location and you will not be able to access the Services. We reserves the right to suspend and/or terminate your account if you prevent the Services from accurately determining your location. For more information about how the Services collects, uses and retains your information, please read the Privacy Policy.

- b. **Other Technologies.** We may include other integrated technologies or services in the App and Services, as we deem necessary. Any such additional technology will be subject to the restrictions in our Privacy Policy, which may be updated to reflect any such addition.

## 10. Term and Termination

- a. **Termination.** We may terminate these Terms, your Account, or any use of or access to the App or Services at any time for any reason, with or without cause. We specifically reserve the right to terminate these Terms if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of AfterCart or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If you have registered for an Account, you may also terminate these Terms at any time by contacting us at team@aftercart.com and requesting termination
- b. **Effect of Termination.** Upon the termination of these Terms, any provisions that would be expected to survive termination by their nature shall remain in full force and effect, including, but not limited to Indemnification, Limitation of Liability, Arbitration, and Disclaimers of Warranties. Upon termination, your right to use the App, App, and Services is automatically revoked, and your Account will be closed. As a result of Account closure and your termination of these Terms, YOU MUST NOT ACCESS THE APP OR SERVICES.
- c. **Effect on User Content.** Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to User Content you keep on the App or through the Services and that that any closure of your Account may involve deletion of any User Content stored in your Account, for which we have no liability whatsoever. We, in our sole discretion and as permitted or required by law, may retain some or all of your Account information. If you violate or terminate this Agreement and your Account is closed, we are under no obligation to provide any Services paid for prior to the Account closure.
- d. **Risk of Loss.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ACKNOWLEDGE AND AGREE THAT ANY OR ALL OF OUR SERVICES MAY BE TERMINATED IN WHOLE OR IN PART AT OUR SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU ASSUME ANY AND ALL RISK OF LOSS ASSOCIATED WITH THE TERMINATION OF OUR SERVICES.

- 11. **Disclaimer of Warranties.** You expressly understand and agree that your use of the Services is at your sole risk. The App (including the Services and any User Content) are provided on an "AS IS" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability,

fitness for a particular purpose or non-infringement. You acknowledge that AfterCart has no control over, and no duty to take any action regarding: which users gain access to or use the Service; what effects the User Content may have on you; how you may interpret or use the User Content; or what actions you may take as a result of having been exposed to the User Content. You release AfterCart from all liability for you having acquired or not acquired User Content through the App or Services. The App or Services may contain, or direct you to other websites containing information that some people may find offensive or inappropriate. We make no representations concerning any User Content contained in or accessed through the App or Services, and AfterCart will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the App or Services.

- 12. Indemnification.** In addition to any other indemnifications stated in these Terms, you agree to indemnify, defend, and hold harmless AfterCart and its affiliates, vendors, licensors and their respective owners, directors, officers, employees, agents, subsidiaries, representatives, successors and assigns from and against all claims, demands, liabilities, suits, actions, judgments, awards, damages, losses, costs and expenses, including attorneys' fees, arising out of, related to, or resulting from
- a. any action taken using your Account, user IDs, passwords or other access credentials,
  - b. your use or non-use of the App or Services;
  - c. your reliance or non-reliance on any User Content or other information on the App;
  - d. the User Content made available through your Account;
  - e. your or noncompliance with or breach of these Terms;
  - f. your physical location at the time of use of the App or Services;
  - g. your age at the time of use of the App or Services;
  - h. your receipt, ownership, use, or misuse of any User Content or other information;
  - i. your use of third-party services, including products, links, advertisements, or tools; and
  - j. your violations of any third-party rights, including any third-party intellectual property rights.

**13. Limitation of Liability**

- a. In no event shall AfterCart, Inc, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, injuries or any other damage that might occur to your health, loss of profits, loss of data, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the App; (ii) any conduct or content of any third party on the App; (iii) any content obtained from the App, including any valuation, estimate, or appraisal; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
- b. IN NO EVENT SHALL AFTERCART, INC, ITS EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, SUCCESSORS, ASSIGNS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AND MEMBERS, BE LIABLE TO YOU, YOUR AUTHORIZED USERS OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGES WHATSOEVER ARISING FROM
  1. THE USE OF OR INABILITY TO USE THE APP, SERVICES, AND ACCOUNTS,
  2. ANY INFORMATION, USER CONTENT, INTELLECTUAL PROPERTY, MATERIALS, OR OTHER SERVICES OTHERWISE MADE AVAILABLE TO YOU THROUGH US,
  3. CHANGES IN APPLICABLE LAWS AFFECTING YOU OR OTHER PERSONS, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA.
  4. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY. BY EITHER YOU OR YOUR AUTHORIZED USERS UTILIZING OUR APP, SERVICES, OR ACCOUNTS, YOU ACKNOWLEDGE AND AGREE TO OUR DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCESS OR OTHERWISE USE THEM.
  5. OUR LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF OUR, SUBSIDIARIES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS TO YOU, YOUR

AUTHORIZED USERS OR ANY OTHER PERSON IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR 100,000 UNITED STATES DOLLARS IF NO SUCH FEES ARE PAID TO US.

- c. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- d. THE ABOVE LIMITATIONS SHALL SURVIVE THESE TERMS OF SERVICE AND INURE TO THE BENEFIT OF AFTERCART, ITS AFFILIATES, AND RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
- e. Nothing in these Terms shall be construed to be financial, investment, tax, or legal advice by AfterCart. These Terms of Service are not intended to, and do not, create or impose any tax obligation on AfterCart, its employees, agents, affiliates, assigns, subcontractors, licensors, suppliers, or any other persons or entities.

#### **14. Dispute Resolution**

- a. **Initial Dispute Resolution.** You can email us at [team@aftercart.com](mailto:team@aftercart.com) to address any concerns you may have regarding the App or Services. We attempt to resolve concerns quickly to our user's satisfaction. The parties shall in good faith use their best efforts to settle any dispute, claim, question, or disagreement prior to and as a condition of initiating any legal proceeding.
- b. **Governing Law.** These Terms are governed by the State of Wyoming, without regard to its conflict of laws rules or principles. The parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended.
- c. **Time to File Dispute.** Any claim or cause of action you or may have arising out of, relating to, or resulting from these Terms, our App, Services, User Content, or Account must be commenced within one year after the cause of action accrues. Otherwise, such claim or cause of action is waived and permanently barred.
- d. **Class Action Waiver.** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND AFTERCART AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines



that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

- e. **Binding Arbitration in the United States.** All questions or disputes regarding the interpretation, performance, or enforceability of these Terms, or the rights and remedies of the parties, shall be resolved by binding arbitration before a single arbitrator, with arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect on the date the proceeding is initiated. The arbitrator shall apply the substantive laws of the State of Wyoming, United States without giving effect to any conflict of laws rules or principles. The arbitration hearing and all related proceedings shall be conducted in Wyoming and in the English language. The arbitrator's decision shall be final and non-appealable. Judgment on the award or decision rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to settle any controversy, claim or dispute by finding that a party should be enjoined from certain actions or be compelled to undertake certain actions, and in such event a court of competent jurisdiction may enter an order enjoining and/or compelling such actions as found by the arbitrator. Except to the extent required by applicable law, the parties agree to keep confidential the nature of the controversy, claims, and dispute submitted to arbitration, all submissions made by the parties in connection with any arbitration proceeding or hearing, and the content of the arbitration proceedings and hearings. This section does not limit either party's right to provisional or ancillary remedies from a court of competent jurisdiction before, during, or after arbitration, and the exercise of any such remedy does not waive either party's right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction. Any requirement in these Terms to pay or reimburse court costs or attorneys' fees includes, without limitation, a requirement to reimburse costs and fees related to such arbitration. These Terms are subject to the operation of the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards
- f. **Temporary Restraining Order.** Notwithstanding anything in this Section 14 to the contrary, the parties expressly agree that any court of competent jurisdiction may enter a temporary restraining order, an order enjoining breach of these Terms pending a final award or further decision by the arbitrator.
- g. **Jury Trial Waiver.** EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY FOR DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE,

INCLUDING WITHOUT LIMITATION COUNTERCLAIMS REGARDING SUCH DISPUTES, CLAIMS RELATED TO THE PARTIES' NEGOTIATIONS AND INDUCEMENTS TO ENTER INTO THIS LICENSE, AND OTHER CHALLENGES TO THE VALIDITY OR ENFORCEABILITY OF THIS LICENSE. THE WAIVER IN THE PRECEDING SENTENCE APPLIES REGARDLESS OF THE TYPE OF DISPUTE, WHETHER PROCEEDING UNDER CLAIMS OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY.

- h. **Class Action Waiver.** NEITHER PARTY SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING ARISING OUT OF OR RELATED TO THIS LICENSE, WHETHER PROCEEDING UNDER CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY (collectively, "THIS AGREEMENT'S CLAIMS"). THIS AGREEMENT'S CLAIMS INCLUDE, WITHOUT LIMITATION, COUNTERCLAIMS, CLAIMS RELATED TO THE PARTIES' NEGOTIATIONS AND INDUCEMENTS TO ENTER INTO THIS LICENSE, AND OTHER CHALLENGES TO THE VALIDITY OR ENFORCEABILITY OF THIS LICENSE. THE PROCEEDINGS EXCLUDED ABOVE INCLUDE, WITHOUT LIMITATION, CLASS-WIDE ARBITRATION AND PRIVATE ATTORNEY-GENERAL ACTIONS.
- i. **Exception for Intellectual Property Claims.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its Intellectual Property.
- j. **Waiver of Terms.** Any waiver made by us regarding these Terms shall be effective only if agreed or declared in writing. If we fail at any time to enforce any right, power or remedy reserved to us under these Terms, such failure shall not be treated as a waiver of our right to exercise the same or any other right, power or remedy at any time. The rights and remedies herein provided are cumulative and not exclusive of any other rights and remedies provided by law.
- k. **Right to Opt-Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to team@aftercart.com. The notice must be sent within 30 days of March 6, 2023 or your first use of the Services, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we also will not be bound by them.

## 15. Miscellaneous

- a. **Assignment.** You understand, acknowledge, and agree that we have the right to assign or transfer these Terms and its rights and obligations hereunder to any third party. You understand, acknowledge, and agree that you shall not assign or

transfer your rights or subcontract or delegate the performance of any of your obligations under these Terms without our prior written consent, which may or may not be given, withheld, or delayed at our sole and exclusive discretion.

- b. **Customer Service.** Should you have any questions, comments or concerns regarding information or services provided or offered by us, our customer service may be contacted at any time by email [team@aftercart.com](mailto:team@aftercart.com).
- c. **Entire Agreement.** These Terms of Service, together with the Privacy Policy, constitute the sole and entire agreement between you and AfterCart with respect to App and Services described herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the same. No modification or amendment will be binding upon us unless in a written instrument signed by our duly authorized representative or made available to you by us.
- d. **Export Control.** Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulations.
- e. **Force Majeure.** We shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of god or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond the control of us, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). We shall use all reasonable efforts to notify you of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.
- f. **Notices.** Except as explicitly stated otherwise, any notices directed to AfterCart shall be given by email to [team@aftercart.com](mailto:team@aftercart.com). Any notices directed to you shall be directed to the e-mail address you provide to us, either during the Sign-Up process or when your e-mail address changes. Notice to you shall be deemed

given 24 hours after any such e-mail is sent unless the sending party is notified that the e-mail address is invalid.

- g. **Relationship of the Parties.** The parties are independent contractors under these Terms of Service, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between them. Neither party has authority to enter into terms of any kind in the name of the other party.
- h. **Rights of Third Parties.** These Terms of Use do not give any right to any third party unless explicitly stated herein.
- i. **Severability.** If any part of these Terms is determined to be invalid or unenforceable by a court or tribunal of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.
- j. **Third-Party Beneficiaries.** You understand and agree that, except as otherwise provided for in these Terms, there shall be no third-party beneficiaries to the Terms.
- k. **Titles and Headings.** Titles and headings of sections of these Terms are for convenience only and shall not affect the construction of any provision of this Terms.
- l. **Waiver.** Any waiver made by us regarding these Terms of Service shall be effective only if agreed or declared in writing. If we fail at any time to enforce any right, power or remedy reserved to us under these Terms of Service, such failure shall not be treated as a waiver of our right to exercise the same or any other right, power or remedy at any time. The rights and remedies herein provided are cumulative and not exclusive of any other rights and remedies provided by law.