

**E-VENT SHARE, LLC**

**DBA SELLEBRATE**

**TERMS AND CONDITIONS OF SERVICE**

**Date of Last Revision: July 14, 2020**

Sellebrate, (as applicable, "Sellebrate," "we," "us," and/or "our"), legal name E-vent Share, LLC, provides its services (described below) to you through its mobile applications and other software made available by Sellebrate and its websites located at <https://www.Sellebrateapp.com> and <https://www.Sellebrate.app> (collectively, the "Service(s)"), subject to the following terms and conditions of service (as amended from time to time, these "Terms"). We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time without further notice. You should periodically visit this page to review the current Terms so you are aware of any revision to which you are bound and print a copy of these Terms for your records. If we do this, we will post the changes to these Terms on this page and will indicate at the top of this page the date these terms were last revised. We may also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective for existing users no earlier than ten (10) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms. If you do not agree to abide by these or any future Terms, do not use or access (or continue to use or access) the Service.

**PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SELLEBRATE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. PLEASE INDICATE YOUR ACCEPTANCE TO THESE TERMS IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY SELLEBRATE. INDICATING ACCEPTANCE ESTABLISHES A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN YOU AND SELLEBRATE. IF YOU DO NOT ACCEPT THESE TERMS, YOU CANNOT USE THE SERVICE.**

The Terms include, and incorporate by reference, the following policies: the Sellebrate Privacy Policy.

### **Access and Use of the Service**

**Services Description:** The Service is a technology platform that provides an online social marketplace in which consumers and/or small businesses can list and sell their celebration items ("Items"), and buyers can browse and purchase Items. Users who purchase Items through the Service are "Buyers," and users who list and sell Items through the Service are "Sellers." A user may be both a Buyer and Seller. All purchases are made directly (and any contract for purchase and sale is) between the Buyer and Seller; Sellebrate is not a traditional auctioneer, nor is it a Seller or carrier. The Service includes pricing and listing assistance and shipping when noted by the Seller, but not buying or selling. We may also help facilitate the resolution of disputes between our Buyers and Sellers, but, Sellebrate has no control over and does not guarantee (a) the existence, quality, safety, authenticity, or legality of Items advertised on the Service; (b) the truth or accuracy of Sellers' content or listings on the Service; (c) the ability of Sellers to sell Items through the Service and ship Items within required shipping windows; (d) the ability of Buyers to pay for Items purchased through the Service; or (e) that a Buyer or Seller will actually complete a transaction, effectuate trouble-free delivery and shipping, or return an Item through the Service.

**Third Party Services:** You may register for the Service using third party services (e.g., Facebook) and otherwise enable various third party services to be directly integrated into your Sellebrate experience. By directly integrating these services into the Service, we make your online experiences richer and more personalized. To take advantage of these features, we may ask you to register for or log into such services on the websites of their respective providers. By enabling third party services within the Service, you are allowing us to pass your log-in information to these service providers for this purpose. For more information about the implications of activating these third party services and Sellebrate's use, storage and disclosure of information related to you and your use of such services within the Service (including your friend lists and the like), please see our [Privacy Policy sellebrate privacy policy](#). However, please remember that the manner in which third party services use, store and disclose your information is governed solely by the policies of such third parties, and Sellebrate shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, Sellebrate is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with third party services. As such, Sellebrate is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party service.

Sellebrate enables these features merely as a convenience and the inclusion of such features does not imply an endorsement or recommendation.

**Your Registration Obligations:** You may also be permitted to register with the Service directly. In any case, if you choose to register for the Service (whether directly or through a third party service), you agree to provide and maintain true, accurate, current and complete information about yourself. Registration data and certain other information about you are governed by our Privacy Policy. The Service is available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not available to minors (people under the age of majority in their state or province of residence) or to temporarily or permanently suspended members of the Service. If you do not qualify, please do not use the Service. Additionally, Sellebrate reserves the right to refuse access to, or use of the Service to anyone, and may terminate any account, at any time, in its sole discretion. You are only authorized to create and use one account for the Service and are prohibited from using alter egos or other disguised identities when using the Service.

**Member Account, Password and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Sellebrate of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Sellebrate will not be liable for any loss or damage arising from your failure to comply with this Section.

**Modifications to Service:** Sellebrate reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Sellebrate shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**General Practices Regarding Use and Storage:** You acknowledge that Sellebrate may establish general practices and limits concerning use of the Service. You agree that Sellebrate has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service. You acknowledge that Sellebrate reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Sellebrate reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

**Mobile Services:** When you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices. You acknowledge and agree that

your use of the Service must be in accordance with the usage rules established by your mobile device platform or service provider.

**Friend Referral Program:** Sellebrate may from time to time offer credits to existing users that refer new users to the Service using the invite code provided by Sellebrate to such existing users. Sellebrate may also make certain credits available to such new users using that invite code. The amount and requirements to earn such credits will be determined, and may change, from time to time in Sellebrate's sole discretion and such program may be terminated by Sellebrate at any time, in each case with or without notice to you. Furthermore, Sellebrate reserves the right to limit the number and/or amount of credits that may be earned with respect to any existing user with or without notice to you. To be eligible for a credit (whether granted to an existing user or new user), the new user must be an individual that has never registered for the Service and must be using a device (not the web) for sign-up and the device being used must not be associated with an existing Sellebrate account. You agree that any credit granted: (1) cannot be traded for cash or any other service; (2) may not be sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by Sellebrate; (3) cannot be acquired via public distribution where you are a contributor but not the primary content owner (e.g. coupon websites); (4) may expire prior to your use; (5) may be voided or deducted by Sellebrate at any time for any reason without liability to Sellebrate, if Sellebrate believes in its sole discretion that such credits resulted from fraud or other misuse of the Referral program or the Service. If your account has been suspended (see "Termination" below), you will not be able to use such credits during the duration of your account suspension.

## **Conditions of Use**

**User Conduct:** You are solely responsible for all descriptions, pictures of items, listings, information, data, text, software, music, sound, graphics, video, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "post") or otherwise transmit via the Service, and for all items that you sell or purchase via the Service. The following are examples of the kind of items, content and/or use that is illegal or prohibited by Sellebrate. Sellebrate reserves the right to investigate and take appropriate legal action against anyone who, in Sellebrate's sole discretion, violates this provision, including without limitation, removing the offending items or content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

1. sell, post or otherwise transmit any item or content that (i) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; (ii) you do not have a right to sell or transmit under any law or under contractual or fiduciary relationships; (iii) poses or creates a

- privacy or security risk to any person; (iv) infringes any intellectual property or other proprietary rights of any party; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (vii) in the sole judgment of Sellebrate, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Sellebrate or its users to any harm or liability of any type;
2. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  3. solicit personal information from anyone under the age of 18;
  4. harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
  5. advertise or offer to sell or buy any goods or services other than those items intended to be sold and purchased through the Service;
  6. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
  7. violate any applicable local, state, national or international law, or any regulations having the force of law;
  8. engage in any activities that violate the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* and its regulations at 47 C.F.R. § 64.1200; the Do-Not-Call Implementation Act, 15 U.S.C. § 6101 *et seq.*; or any similar consumer protection, anti-spam, data protection, or privacy legislation in any jurisdiction;
  9. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
  10. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

**Special Notice for International Use; Export Controls:** Software available in connection with the Service and the transmission of applicable data, if any, is subject to United States ("U.S.") and Canadian export controls (as applicable). No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. and Canadian export laws (as applicable). Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

### **Purchase and Sale Transactions**

**Fees:** Registering for the Service is free; however, Sellebrate charges certain fees for various transactions effected through the Service, as set forth in the Fee Policy. Unless otherwise stated, all fees are quoted in U.S. dollars.

**Taxes; Shipping Costs; Buyer Responsibility:** Items purchased by and shipped to Buyers in locations in U.S. or Canada may be subject to applicable state, provincial or local sales or use tax, privilege tax or similar transaction-based taxes ("State Tax"). Items purchased by and shipped to Buyers in locations outside of U.S. and Canada may also be subject to applicable taxes, including value added taxes (collectively with State Tax, "Taxes"). The amount of Taxes is based on a number of factors, including but not limited to the type of Items purchased, the Buyers designated delivery address, and/or the location of the Seller.

Buyers are responsible for paying the applicable purchase price for a purchased Item to the Seller, as well as any shipping costs (which are detailed in the Fee Policy) and paying applicable Taxes and/or duties associated with the purchase and sale of any Items through the Service. For Buyers in the U.S., the rate of Tax applied to purchases of taxable Items is a combined rate based on the state and local rates of the address where the Items are delivered to or shipped from.

Buyers may use certain Sellebrate promotions or credits, including Sellebrate Credits or credit in a Seller's account, towards the purchase of Items. Depending on the type of promotion or credit used, it may reduce the amount of Taxes that apply to a Buyer's order. The application of the promotion or credit will be reflected at the time of checkout and on the receipt of purchase.

Tax and shipping costs are not included in the listed price for any Items listed by Sellers through the Service but will be displayed to Buyers before confirmation of any purchase.

**Estimated Taxes:** When a Buyer chooses to make an offer an estimated amount of Tax may be displayed at the discretion of Sellebrate. In such a case, the estimated amount of Taxes is an estimate of applicable Taxes based on several factors, including the offer price, Buyers designated delivery address and rates of Taxes in effect at that time. If the offer price is accepted, the amount a Buyer is charged may include the amount of estimated Taxes displayed when the offer is submitted. If there is a counteroffer from the Seller, the amount a Buyer is charged may include the amount of estimated Taxes displayed when the counteroffer is accepted. The amount of Taxes may change and be updated when the order is finalized and completed through the Service.

**Marketplace Collection; Taxes; Commissions; Seller Responsibility:** Sellebrate will collect Taxes from Buyers on behalf of Sellers where we are legally obligated to do so, including (1) those states that have enacted legislation requiring marketplaces, like Sellebrate, to collect Taxes, and (2) those states that have agreed to allow Sellebrate to collect Taxes on behalf of Sellers. In these states, the amount of Taxes collected will be submitted by Sellebrate to the

appropriate taxing authority on behalf of Sellers. In those states where Sellebrate does not collect Taxes on behalf of Sellers, Sellers are responsible for collecting and submitting any Taxes to the appropriate taxing authority in accordance with relevant state or local tax laws.

Sellers are responsible for paying Sellebrate's commission as well as all taxes imposed or measured by Seller's net income, net profits, income, profits, and/or revenues associated with the sale of any Items through the Service.

**Payments:** Buyers may pay for Items using credit cards, PayPal or other payment methods. If you submit your payment information through the Service, then you authorize Sellebrate to store that payment information and charge your payment method for any Item you purchase.

Payment processing services for buyers and sellers on Sellebrate are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to operate as a buyer and/or seller on Sellebrate, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Sellebrate enabling payment processing services through Stripe, you agree to provide Sellebrate accurate and complete information about you and your business, and you authorize Sellebrate to share it and transaction information related to your use of the payment processing services provided by Stripe.

**Fee Modifications:** We reserve the right to change or discontinue, temporarily or permanently, some or all of the fees for the Service. Any change will be effective upon posting of a revised [Fee Policy](#).

**Marketplace Risk: Sellebrate is not affiliated with or endorsed by any designer, manufacturer, retailer or brand of the Items made available through the Service:** Sellebrate is a marketplace and technology platform and is not involved in any transaction between Buyers and Sellers beyond the scope of the Services, does not obtain title to any purchased Items and does not act as a Buyer, Seller (or affiliate for a Buyer or Seller) or broker with respect to any transactions. There are risks that you assume when dealing with other users (including those who may be acting under false pretenses) and all of these risks are borne by you, and not Sellebrate. We encourage you to use the various functionalities of the Service (e.g., our Item commenting system, and our direct messaging platform) to help evaluate the user with whom you are dealing.

Sellebrate does not control the behavior of users of the Service or the information or User Content (defined below) provided by other users. As a result, Sellebrate does not guarantee or endorse the authenticity, quality, safety, or legality of any Items offered or sold, the truth or accuracy of any listings, or the ability of Sellers to sell Items or of Buyers to buy Items. We

cannot assure that all transactions will be completed. Additionally, Sellebrate does not guarantee the ability or intent of users to fulfill their obligations in any transactions. Sellebrate reserves the right to delay the completion of any transaction for a reasonable period of time for purposes of fraud detection and otherwise protecting Sellebrate and its users from illegal or wrongful activities or other violations of these Terms.

**FOR EVERY TRANSACTION THAT IS COMMENCED THROUGH THE SERVICE, YOU MUST MAKE YOUR OWN INDEPENDENT DETERMINATION REGARDING THE STATEMENTS, ITEM DESCRIPTIONS OR THE SELLER'S REPRESENTATIONS AND THE BUYER'S ABILITY TO PAY FOR OR DELIVER THE ITEM(S) OFFERED. PLEASE USE CAUTION, COMMON SENSE, AND PRACTICE SAFE TRADING WHEN DEALING WITH OTHER USERS OR OTHERWISE USING THE SERVICE.**

**Prohibited Items:** Sellebrate prohibits the listing or sale of any Item that is illegal to sell under any applicable law, statute, ordinance, or regulation and Sellebrate reserves the right to prohibit any Item at its sole discretion.

**Sellers:** You must have the right to sell the Items that you make available for sale through the Service. You must describe your Item (including the original price) and all terms of sale in your listing truthfully, accurately and completely.

**Buyers:** You are responsible for reading the full Item listing before making an offer. When you make an offer and your offer is accepted by the Seller, you have a contract with the Seller.

**Purchases:** Buyers may offer to purchase Items from Sellers. Once an offer is accepted by Seller, the sale transaction is binding on both Seller and Buyer, and no returns, refunds, cancellations or retractions are allowed, except as permitted by these Terms. Once the offer is accepted by Seller, Buyer must pay the purchase price and shipping costs for the Item through the Service. After doing so, Buyer's obligations are complete, unless Buyer requests a permitted return. In any case where Sellebrate provides a label, Seller must ship the Item to the Buyer using the agreed upon shipping agreement (and corresponding within 3 days after receipt of the Label. If the Seller does not ship the Item within that time period, then we will notify Seller and give Seller a set amount of time to ship the Item before we cancel the order automatically. Seller transfers title to the Item upon shipment. Sellebrate is under no obligation to provide labels to the Buyer or the Seller.

Seller must comply with the terms and conditions and any other policies or rules imposed by the carrier used to ship the Items. As a Buyer, if an Item shipped with a Label is lost, damaged, or arrives later than expected, or is the wrong Item, we have no obligation to you; however, please report the issue to us through the Service within three days after delivery.



Once the Buyer confirms it has received and accepted the Item (either by affirmatively indicating acceptance through the Service or by failing to notify Sellebrate of any issues with the Item within three days of delivery of the Item, as determined by the tracking information on the Label), then Sellebrate will credit Seller's account with an amount equal to the purchase price received from the Buyer (less any applicable Tax), minus Sellebrate's commission, as set forth in the [Fee Policy](#). Funds credited to Seller's account may be redeemed by the Seller through a permitted third party payment provider (e.g., by ACH from Sellebrate's chosen financial institution) or used by Seller to purchase items listed by other Sellers through the Service.

**Returns:** Sellebrate may allow you to return an Item in limited circumstances, but is not obligated to do so and is not responsible for any actions of Sellers or Buyers before or after an allowable return. If the Item you receive is not as described on the Service, then you may request a return by reporting the issue through the Service or by emailing [info@Sellebrateapp.com](mailto:info@Sellebrateapp.com), in each case within three days after delivery (as determined by the tracking information on the Label) of the Item.

### **Intellectual Property Rights**

**Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain images and descriptions of items and other content (collectively, "Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Sellebrate, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you shall not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology underlying the Service (including the Software distributed in connection therewith) is the property of Sellebrate, our affiliates and our partners. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Service (including the Software). Any rights not expressly granted herein are reserved by Sellebrate.

The Sellebrate name and logos are trademarks and service marks of Sellebrate (collectively the "Sellebrate Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Sellebrate. Nothing in these Terms or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Sellebrate Trademarks displayed on the Service, without our prior

written permission in each instance. All goodwill generated from the use of Sellebrate Trademarks will inure to our exclusive benefit.

**Apple-enabled Software Applications:** Sellebrate offers Software applications that are intended to be operated in connection with products made commercially available by Apple INC., and its subsidiaries and affiliates ("Apple"). With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms, the following terms and conditions apply:

- Sellebrate and you acknowledge that these Terms are concluded between Sellebrate and you only, and not with Apple, and that as between Sellebrate and Apple, Sellebrate, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or consistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iPhone OS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Sellebrate's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Sellebrate and you acknowledge that Sellebrate, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Sellebrate and Apple, Sellebrate, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in 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; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Sellebrate by e-mail to [info@Sellebrate.com](mailto:info@Sellebrate.com).

Sellebrate and you acknowledge and agree that Apple, and Apple's subsidiaries are third party beneficiaries of these Terms with respect to the Apple-Enable Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the Apple-Enable Software as a third party beneficiary thereof.

**Sellebrate Credits:** Sellebrate Credits (when issued) are not redeemable for cash or cash equivalents, are non-transferable and may not be applied toward prior purchases. If your account has been suspended (see "Termination" below), you will not be able to use the credits during the duration of your account suspension. Other restrictions may apply. We reserve the right to rescind at any time any credits that you may receive as result of referral or other promotional programs, subject to reasonable notice to you.

**Electronic Communications:** When you use the Service or send e-mails to us, you are communicating with us electronically. We will communicate with you by e-mail or providing notices via the Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Any such emails may include marketing and promotional content.

**Third Party Material:** Under no circumstances will Sellebrate be liable in any way for any items or content posted by third parties or at the direction of users, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any items or content posted, sold, purchased or otherwise transmitted via the Service. You acknowledge that Sellebrate does not pre-screen items or content, but that Sellebrate and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any items or content that is available via the Service. Without limiting the foregoing, Sellebrate and its designees shall have the right to remove any item or content that violates these Terms or is deemed by Sellebrate, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any items or content, including any reliance on the safety, condition, accuracy, completeness, or usefulness of such items or content.

**User Content Posted on the Site:** You are solely responsible for the content you post or transmit on or through the Service (collectively, "User Content"). You will not post any content that you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyright and rights of publicity contained therein. By posting or otherwise transmitting any User Content you hereby grant and will grant to Sellebrate and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licenseable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify, make

derivative works of and otherwise use in any manner your User Content in connection with the operation of the Service or any other products or services of Sellebrate, or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed (including without limitation publishing your User Content on the Internet or on Third Party Services such as Facebook, sharing it with blogs, etc., and allowing other users to share listings that include your User Content).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about our website, app or the Services ("Submissions"), provided by you to Sellebrate are non-confidential and Sellebrate shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Sellebrate may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Sellebrate, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**Infringement Policy:** Sellebrate respects the intellectual property of others, and we ask our users to do the same. Sellebrate will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, the Copyright Act of 1976 and other applicable intellectual property laws with respect to any alleged or actual infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the applicable state court and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

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

The above information should be sent to Sellebrate's Copyright Agent for Notice of claims of copyright or other intellectual property infringement by email to the following address: [info@Sellebrate.com](mailto:info@Sellebrate.com) (Subject line: "DMCA Takedown Request"). You may also contact us by mail at:

E-vent Share, LLC., dba Sellebrate

Attn: Copyright Agent

8500 New Cut Road

Campobello, SC 29322

### **Third Party Websites**

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Sellebrate has no control over such sites and resources and Sellebrate is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Sellebrate 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 use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between

you and the third party, and you agree that Sellebrate is not liable for any loss or claim that you may have against any such third party.

### **Indemnity and Release**

You agree to release, indemnify and hold Sellebrate and its affiliates and their owners/members/officers, employees, directors and agents (collectively, "Indemnitees") harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service (including any sale or purchase of any items through the Service), any User Content, your connection to the Service, your violation of these Terms or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of any grossly negligent, wreckless, or wrongful action or inaction of such Indemnitee.

### **Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Sellebrate EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Sellebrate MAKES NO WARRANTY THAT (I) YOU WILL BE ABLE TO SELL OR PURCHASE ANY ITEMS THROUGH THE SERVICE OR THAT THE SERVICE WILL OTHERWISE MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY GOODS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Sellebrate SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Sellebrate HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE (INCLUDING ANY INJURY OR OTHER BODILY HARM THAT MAY RESULT FROM YOUR USE OF THE SERVICE); (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND

SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL Sellebrate'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT OF COMMISSIONS THAT YOU HAVE PAID TO Sellebrate AS A SELLER IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED U.S. DOLLARS (USD \$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

**Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

**1. a. Agreement to Arbitrate**

This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sellebrate, whether arising out of or relating to these terms and conditions of service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, provincial or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Sellebrate are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. If you reside in the U.S., the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

**2.**

**b. Prohibition of Class and Representative Actions and Non-Individualized Relief**

*YOU AND COMPANY 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 ACTION OR PROCEEDING. UNLESS BOTH YOU AND SELLEBRATE 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, OR CLASS 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 NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).*

3.

**c. Pre-Arbitration Dispute Resolution**

Sellebrate is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at [info@Sellebrate.com](mailto:info@Sellebrate.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sellebrate should be sent to 8500 New Cut Road, Campobello, SC 29322 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sellebrate and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sellebrate may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sellebrate or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sellebrate is entitled.

4.

**d. Arbitration Procedures**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these terms and conditions of service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the terms and conditions of service and applicable law. Decisions by the arbitrator are enforceable in a court and may be overturned by a court only for very limited



reasons.

Unless Sellebrate and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for USD \$10,000 or less, Sellebrate agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds USD \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

5.

**e. Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is USD \$75,000 or less, at your request, Sellebrate will pay all Arbitration Fees. If the value of relief sought is more than USD \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sellebrate may pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sellebrate may pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

6.

**f. Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

7.

**g. Severability**

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the terms and conditions of service will continue to apply.

8.

#### **h. Future Changes to Arbitration Agreement**

Notwithstanding any provision in these Terms of service to the contrary, Sellebrate agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Sellebrate written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of service (or accepted any subsequent changes to these Terms of service).

### **Termination**

You agree that Sellebrate, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any items or content within the Service, for any reason, including, without limitation, for lack of use or if Sellebrate believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Sellebrate may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Sellebrate may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Sellebrate shall not be liable to you or any third-party for any termination of your access to the Service. Additionally, the User may terminate the use of the app at any time.

### **User Disputes**

You agree that you are solely responsible for your interactions (including any purchase and sale transactions) with any other user in connection with the Service and Sellebrate will have no liability or responsibility with respect thereto. Sellebrate reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

### **General**

These Terms constitute the entire agreement between you and Sellebrate and govern your use of the Service, superseding any prior agreements between you and Sellebrate with respect to the Service. You also may be subject to additional Terms that may apply when you use affiliate or third-party services, third-party content or third-party software. If you reside in the U.S., these Terms of service shall be governed by the laws of the State of South Carolina without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration,

as set forth above, as a U.S. resident, you and Sellebrate agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Spartanburg County, South Carolina. The failure of Sellebrate to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms of service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of service remain in full force and effect. You agree that regardless of any statute or law to the contrary, to the fullest extent permitted by applicable law, any claim or cause of action arising out of or related to use of the Service or these Terms of service must be filed within one (1) year (unless applicable law provides for a longer period) after such claim or cause of action arose or be forever barred. This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in these terms and conditions of service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these terms and conditions of service or other matters by displaying notices or links to notices generally on the Service.

### **Your Privacy**

At Sellebrate, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

### **Notice for Canadian Users**

Notwithstanding any of the foregoing provisions, if you reside in Canada the following provisions shall apply:

- Notwithstanding anything to the contrary in the Arbitration Agreement, the *Arbitration Act*, RSBC 1996, c. 55 (the "Act") governs the interpretation and enforcement of the Arbitration Agreement and any reference to the American Arbitration Association "AAA" is deemed replaced with the British Columbia International Commercial Arbitration Centre ("BCICAC"). If there is an inconsistency between the Arbitration Agreement and the Act, the Arbitration Agreement will prevail.
- these Terms shall be governed by the laws of the Province of British Columbia without regard to its conflict of law provisions, and you agree to the personal and exclusive jurisdiction of

and venue in the provincial courts in Vancouver, British Columbia and waive any objection to such jurisdiction or venue.

- English shall be the language of these Terms and the parties waive any right to use and rely upon any other language or translations. *Il est la volonté expresse des parties que les présentes Conditions d'utilisation et tous les documents qui s'y rapportent soient rédigés en langue anglaise, exception faite des documents pour lesquels la loi exige l'usage exclusif du français.*

For Canadian residents, to the extent of any conflict between the provisions of this Section and the provisions elsewhere in these Terms, the provisions of this Section shall take precedence.

### **Questions? Concerns? Suggestions?**

Please contact us to report any violations of these Terms of service or to pose any questions regarding these Terms of the Service.

E-Vent Share, LLC. Sellebrate

8500 New Cut Road

Campobello, South Carolina 29322

[info@sellebrateapp.com](mailto:info@sellebrateapp.com)