

BRAND EXPAND LLC TERMS OF USE AGREEMENT

Last Updated: January 2024

You hereby agree and acknowledge that you have read and understood this Terms of Use Agreement (“Agreement”) in its entirety and that You shall be bound by all of the provisions contained herein. This Agreement and all terms contained hereunder shall be binding between the user (“You,” “Your,” or “User”) and Brand Expand LLC (“Company,” “Us,” “We,” “Our”), hereinafter collectively the “Parties” and each a “Party.” This Agreement shall govern all of Your use of Our software, products, subscriptions, websites, applications, and other products and services. The following terms may affect your rights. Any use You make of Our Services (defined below) indicates that You have accepted and agreed to all the terms of use laid out in this Agreement and any and all other standards and guidelines We release in relation to the Company and its products and services.

1. Description of Services. You agree to all terms contained in this Agreement when You make any use of our Software-as-a-Service (SaaS) service, software, applications, website, information, data, or APIs including, but not limited to, providing launch and ranking services, listing copy creation, marketing campaign creation and optimization, keyword research and optimization, marketing and branding content, and various KPI metrics deemed beneficial to online e-commerce retailers using the software, applications, website, and APIs, downloading, and installing the software, apps, or anything related to the Service (together the “Service”). Any mentions of Brandexpand.io or any comparable mentions shall incorporate all online content, including all pages and subdomains, information, demonstrations, affiliated domains, brands, services, and products accessible through the Website (“Website” or “Site”). The Website, all apps, products, and services and any and all of their features that are offered by Us shall be included in the Service addressed in this Agreement. Content shall regardless of form or medium, incorporate all software, text, photographs, charts, interactive features, graphics, sounds, audiovisual works, layouts, music, videos, and any and all material that is a part of the Service in any way whether or not it is viewable or accessible by the User. If You purchase additional products or services from Us, we may require You to execute additional agreements in relation to those new products or services. Any additional, subsequent agreements will be in effect in addition to the terms of this Agreement.

2. Access to Service. To use or access the Service, You must be eighteen (18) years of age or older, if required by the laws of the jurisdiction in which You reside. The Service is not examined for any content that would invoke the Child Online Privacy Protection Act (“COPPA”), which applies to children thirteen (13) years of age and younger, as all users of the Service shall be of the age of eighteen (18) or older. You are responsible for obtaining and maintaining Your own internet access and ability to access the Service. We shall in no way provide access for You. You shall be required to create an account using only true and comprehensive information. If any of the information you use in the creation of your account or during the Term of this Agreement is deemed incorrect, incomplete, or false, then We

retain the right to cease providing You access to the Service or any related product or service immediately, without notice. Each account created through registration or payment of a fee gives access to a single User who shall maintain their own account and no other person shall use the account without expressly stated permission by contract. You are responsible for limiting access to Your account and for monitoring any action that occurs on Your account. All passwords must be kept secret. If You suspect any unauthorized activity on Your account or that there has been a breach of Your account, alert Us immediately. You may be held liable for any damages We or any others sustain because of the unauthorized use. We shall not be held liable for any damages You suffer because of any unauthorized use.

3. User Obligations. You shall abide by all of the following regulations when using the Service.

- a. You shall provide only accurate and up to date information;
- b. You shall in no way hamper other users from utilizing the Service;
- c. You shall, at no time, bypass, disable, interfere, circumvent, obstruct, or limit the Service's security-related measures or the use of the Service for any reason;
- d. Unless given express, written, prior approval, You shall not exploit any content or information related to the Service in any way, including, but not limited to, distributing, selling, transmitting, reproducing, copying, licensing, creating derivative works, or displaying to any third party;
- e. You shall not mirror, cache, or frame any of the Service, its parts, or any content contained in the Service;
- f. You shall not reverse engineer the Service or any of its parts, sections, or content;
- g. You shall not communicate or post any offensive or distasteful information using the Service, including, but not limited to, obscene, vulgar, profane, hateful, disparaging, misleading, unlawful, or fraudulent information, or anything that would constitute civil liability, constitute a criminal offense, or violate any law, including, but not limited to, export control laws, regulations, local, state, national, or foreign law;
- h. You shall not communicate or post any unsolicited commercial information using the Service, including, but not limited to, advertisements, opportunities for investment, or solicitations of any kind, unless We expressly provide prior consent, or spam or flood the Service;
- i. You shall not communicate or post anything using the Service that contains a virus, worm, or any other harmful information or software;
- j. You shall not commercially sell or exploit access to or any part of the Service, either directly or indirectly, including distributing any information obtained through the Service by publishing, transmitting, posting, or in any other way exploiting said information;
- k. You shall not engage in solicitation in any form, either directly or indirectly, by using email addresses acquired using the Service;
- l. You shall not use any data gathering or extraction tools, including, but not limited to, data mining and robots;
- m. You shall not use any programmed or automated systems to access the Service, including but not limited to, scripts, web crawlers, and other codes;

- n. You shall not claim any part of the Service as Your own or a joint venture between Us and You or otherwise imply any type of endorsement or relationship with Your own brands or services;
- o. You shall not impersonate another individual or entity, utilize a fake email address, or furnish any information using the Service that misleads as to its source or Your identity;
- p. You shall not frame the Us or the Service in a negative light, including, but not limited to, uttering, posting, insinuating, or communicating any misleading, derogatory, false, or offensive information about Us;
- q. You shall take no actions that in any way interfere with the functioning of Our Service or any other users' or third party's use of the Service, including, but not limited to, actions that disable, flood, damage, harm, or overload the Service;
- r. You shall not try to access the Service through any unauthorized means, including through password mining;
- s. You shall not violate any laws or regulations concerning the distribution of a third party's name, likeness, or photograph while using this Service. If You transmits any such material, You must first obtain consent to the extent required under the law;
- t. You shall not violate or infringe any intellectual property rights held by any copyright owner or right holder by distributing, publishing, posting, reproducing, creating derivative works of, uploading, posting, chatting, or any other communication of any material or information protected by copyright, trademark, patent, trade secret, privacy, publicity, or any other proprietary right.

4. Monitoring Rights. We are not required to monitor the Service to ensure Our users are in compliance with all relevant rules, regulations, and laws. However, We reserve the right to monitor the Service and may occasionally do so to ensure compliance. If required by law, We shall reveal any and all relevant information and materials. We shall disable, remove, refuse to publish or post any information or material that violates this Terms of Use Agreement, that violates any relevant laws, regulations, and governmental requirements, that are offensive, inappropriate, or undesirable.

5. Grant of License. We hereby grant You a limited, nonexclusive, non-transferrable, non-sublicensable, non-assignable license to the Service. The license allows You to access and use the Service only while this Agreement is in effect. While using the Service under this license, You must comply with all terms herein, including, but not limited to, the number of specified users and all user guidelines. The Service shall only be used internally for noncommercial purposes unless written consent is granted by the Company.

6. Confidentiality. This section applies to all Marketplace usernames and passwords, Service usernames and passwords, contracts, records, source code, object code, operational or technical information, business procedures, business plans, promotional methods including marketing and advertising strategies, financial information, any information related to the Service, data, data analytics, any documentation, methodologies, systems, products, and any other information or materials that are shared with You ("Confidential Information"). You agree to hold all Confidential Information in secrecy and treat it with the same precautions

that You would Your own Confidential Information with the minimum efforts reflecting industry standards for maintaining confidentiality. At the termination of this Agreement, all obligations related to confidentiality continue indefinitely. You shall return or destroy any of Our Confidential Information you may have immediately. You further acknowledge Our right to pursue any equitable relief in a court of law to enforce Your duty of confidentiality.

7. Publicly Available Information and Materials. Our Privacy Policy [https://cdn.brandexpand.io/privacy_policy.pdf] governs all Our actions with regard to any information You use in accessing or utilizing the Service, including Your name, address, credit card information, and any other information that may reasonably identify you (“Personally Identifiable Information”).

- a. **Public Information.** You hereby agree and acknowledge that by using the Service some of your Personally Identifiable Information may become publicly available (“Public Information”). You are responsible for any consequences that result from the Public Information. All Public Information is non-confidential and We owe You no duty of confidentiality in regard to Public Information. You further hereby acknowledge that you are exclusively responsible for any information, data, materials, or content that you publicly post on the Service and represent and warrant that you own or license all required rights in the content you publicly post or submit. You shall not post any material, content, or information that infringes on a third party’s rights, violates this Agreement, or is illegal in any way.
- b. **Our License to Publicly Available Information and Materials.** We are hereby granted a worldwide, royalty free, non-exclusive, perpetual, irrevocable, transferrable, and sublicensable right to any names, content, ideas, materials, copyrights, trademarks, patents, trade secrets, or other data or information You publicly post or submit to the Service. Under this license, We have the right to utilize Your public posts or submissions in any way, including, but not limited to, distributing, publishing, adapting, creating derivative works of, displaying, reproducing, and using in advertisements or marketing materials.
- c. **Right to Remove.** If Your publicly posted content infringes on intellectual property rights, violates this Agreement, the Privacy Policy, or third party rights, we shall have the right to remove it from Our Service without prior notice. We also retain the right to terminate Your account if You post material that violates the terms of this Agreement, the Privacy Policy, or third party rights.
- d. **Endorsement.** We further stipulate that by allowing public posting and submissions by users, We in no way endorse, sanction, condone, or approve of the content of their posts or submissions.

8. Subscription Fees and Payments. You shall be responsible for all fees, subscription fees, taxes, surcharges, and purchases made using Your account by You or anyone who uses or gains access to Your account. Access to Our Service is based on a subscription model which includes several tiers located on our homepage at <https://brandexpand.io> in addition to any custom subscription plans accessible under your account at <https://brandexpand.io/layout/seller/pricing-plan>, and payment under this Agreement represents a fee (the “Subscription Fee”) paid by You each month or year (the “Payment Period”). The

Subscription Fee shall be collected on the first day of the billing period by an automatic credit card payment or any other payment as chosen by Us. You must submit accurate payment information and update Us any time there has been any change or update. When You submit any payment information, You hereby authorize Us to charge that account. We retain the right to suspend or rescind your access to the Service or charge any other payment We have on file should You fail to make payments within thirty (30) days of the failed charge. However, suspension or termination of your account shall not affect Your duty to pay any outstanding balances You may owe Us. User shall also reimburse Us for any expenses incurred in trying to collect outstanding payments. Users agree to waive chargebacks for any account fees, product charges, or services rendered. Any chargebacks will result in immediate remediation to cover all costs associated with the Service as it relates to the User.

- a. **Expenses Incurred by Failure to Protect Usernames and Passwords.** You shall maintain the confidentiality and secrecy of Your usernames and passwords for Our Service and any related e-commerce Amazon accounts. You shall be liable for any expenses incurred as a result of a failure to reasonably protect Your log-in information, including emails, usernames, passwords, and other authorization materials.
- b. **Automated Price Updates.** Our pricing API runs periodically to return the most updated pricing reflected on your product page. You hereby consent to any and all price updates, including price adjustments, that occur while running a Brand Expand campaign.
- c. **Pioneer Terms.** “Pioneer” status is granted at the sole discretion of Our Company and is subject to revocation at any time without prior notice. The specific benefits associated with a User's Pioneer status will be mutually agreed upon during the sign-up process. Users explicitly acknowledge and understand that the Company reserves the right to remove Pioneer status at its discretion, and such removal may occur for reasons not expressly outlined in this agreement.

9. Credit Coverage Fees. Users acknowledge and agree that overage fees will be incurred in the event that You surpasses the included credits in Your subscription billing period. You will not be notified upon exceeding Your included credit limit and are responsible for monitoring Your use of the service in Your account. Overage fees will be automatically billed to the Users designated payment method when orders are fulfilled. Overage fees are non-refundable.

10. Refund Policy. Users acknowledge and agree that the pricing of our services is based on specific marketing requirements and terms of the contract, including discounts for longer-term commitments such as monthly versus annual contracts. You hereby agree to pay for all subscription charges incurred during any subscribed month(s) regardless of reasons including but not limited to software usage, instances of underperforming marketing campaigns, or unused credits. Approved refund requests will only be honored if the charge was placed within the past thirty (30) days of refund request.

11. Account Pause Policy. Users may request to pause their subscription by contacting success@brandexpand.io or utilizing our in-software chat feature. All Account pauses will become effective at the conclusion of the ongoing Subscription Period, and the user acknowledges that access to Our software features will be suspended during the Account pause. Users may pause their account for an indefinite duration, with the exception of accounts designated with Pioneer status. Pioneer Users expressly acknowledge and agree that pausing their account for a period exceeding 3 months within any rolling 12-month period will lead to the immediate and permanent removal of Pioneer status and forfeiture of any accrued credits.

12. Warranties and Limitations of Warranties. All of Our Service, Website, content, and otherwise are provided “as-is,” and shall not include any implied or express warranty of any kind, including, but not limited to, any warranties of fitness for a particular purpose, noninfringement, merchantability, or title. Further, We provide no warranty of the accuracy, quality, completeness, validity, or reliability of any of the Service, Website, programs, or otherwise, including, but not limited to, product descriptions, search results, product reviews, product availability, opinion, statement, pricing information, advice, recommendations, reviews, or any other information that may be viewable, uploaded, displayed, or distributed in relation to the Service. We also provide no warranty as to the functionality of the Website, and do not represent or warrant that any Website defects or problems will be resolved or corrected, that the Website or its related Content will be free of harmful technologies such as viruses, or that use of the Website will be without errors or interruptions. We specifically disclaim any guarantee regarding the effectiveness of marketing campaigns, including achieving specific or customer-defined metrics. We bear no liability for the underperformance or failure of any marketing or promotional efforts. Users acknowledge and agree that the use of our service, including all marketing tools and features, is at their own risk, and the service's results are never guaranteed.

13. Limitations on Liability. To the fullest extent permissible under the applicable laws of the relevant jurisdiction, in no way and in no event shall We be liable for any incidental, consequential, special, exemplary, statutory, punitive, or other indirect damages for any loss of data, profits or otherwise, or for loss of use damages, even where We have been advised of the possibility that such damages could occur. You hereby agree and understand, to the fullest extent permissible under the applicable laws of the relevant jurisdiction, that the maximum aggregate liability that may arise from the terms of this Agreement, shall not exceed fifty U.S. dollars (\$50) or the maximum amount of Subscription Fees received by Us during the last four years from the effective date of this Agreement, whichever may be least. This limitation on liability applies to all causes of action or liabilities, regardless of how they have arisen, and shall include, but is not limited to, breach of contract, negligence, and any other claims whether in contract, equity, or tort. The enumerated disclaimers may not be applicable to You depending on Your jurisdiction, as some jurisdictions may not allow limitations of certain kinds of liabilities and warranties.

14. Indemnification. You hereby understand and agree to indemnify Us, Our affiliates, as well as all respective employees, agents, affiliates, officers, and successors, against any damages, claims, causes of action, losses, attorney fees, and court fees that may arise out of, or otherwise be connected to, any materials provided by You or through the use of Your account credentials, Your breach of this Agreement, or otherwise. You hereby agree to cooperate with Us as may be

necessary or otherwise required for the settlement of any claims, and in our defenses. Relating to any matter which may be subject to indemnification by You, We, in Our sole and reasonable discretion, are entitled, but not obligated, to assume entire control over the settlement and/or defense.

15. Term. This Agreement shall go into effect on the date which you have signed up for our services. This Agreement shall last until such a point where either Party terminates this Agreement.

16. Termination. This Agreement may be terminated by either Party at any time for any reason. We further reserve the right to terminate or suspend Your Account if You breach this Agreement. The Party that wishes to terminate this Agreement shall provide the other Party with notice via email. Upon termination, all licenses granted to You for the Service shall be revoked and We shall no longer provide you with the Service and You shall no longer have access to your account. We shall retain the licenses You granted to Us. After termination, all other obligations herein contained, including the duty of confidentiality remain in force. You shall be responsible for paying any outstanding payments within thirty (30) days after termination.

17. Modification of Terms of Use. We retain the right to change, update, amend, delete, and add all and any terms to this Agreement, with or without notice to You. If We provide notice, modifications of such modifications to this Agreement shall be posted on Our Website and shall sent to You via email. We shall assume You consent to all modifications to this Agreement if You continue to use Our Service. Your only course of action should You disagree with any modifications We have made to this Agreement is to terminate this Agreement via the prescribed method above.

18. Modifications to Service or Pricing. We retain the right to modify, update, discontinue, and add to the Service, or any part or portion thereof without notice to You at any time. We further retain the right to modify our pricing at any time without notice. We shall assume You consent to all modifications to the Service and pricing if You continue to use Our Service. Your only course of action should You disagree with any modifications We have made to the Service or pricing is to terminate this Agreement via the prescribed method above.

19. Intellectual Property. You hereby understand and agree that the Service and anything related to the Service belongs exclusively and solely to Us in perpetuity. Such content includes, but is not limited to, any and all data, logos, trade secrets, confidential information, data compilations, including any data from third party providers and any data processed by or resulting from the Service, all usage data, statistical data, and aggregated data collected from the Service, Intellectual Property rights, including trademarks, service marks, all forms of copyrighted works such as source code, object code, Website, marketing materials, user guides, training manuals, graphics, writings, ideas, inventions, pitches, concepts, patents, and all other rights afforded hereto (“Intellectual Property”). You shall not reproduce, distribute, or create any derivative works out of any content, information, or data found on Our Website, Service, or any other related platform. You further shall not remove any notices related to intellectual property rights or proprietary rights from the Service, Website, content, materials, or data.

20. Feedback. We welcome feedback on our Service, Website, materials, and any other related topic. However, by submitting any feedback to Us, You agree to hand over all intellectual property rights in the content to Us. We shall be allowed to, at any time, without limitation, edit, copy, distribute, publish, translate, create derivative works, and otherwise use the feedback in any way We see fit.

21. International Users. Users accessing the Service outside the United States shall be aware that this Service, Website, and all other related platforms and materials are controlled, operated, and administered in the United States of America. Further, all international Users shall acknowledge and agree to abide by both the laws of the United States, including, but not limited to export laws and regulations and the rules or laws of the relevant territory or country. No User shall access this Service from any territory or country where this Service or any portion of it is illegal. By accessing this Service You further acknowledge and allow Us to transfer to and store any personal data or information on Our servers in the United States or any other country in which Our agents, partners, affiliates, or subsidiaries reside.

22. Content and Services Supplied by Third Parties. Third parties may supply certain content, including advertisements, on Our Service. Such content is not controlled in any way by Us. Anything found in content provided by third parties, including, but not limited to, advertisers, customers, users, suppliers, and vendors, is not representative of Our Company or Our affiliates, employees, directors, officers, or agents and reflects solely the opinion, statement, service, offer, or advice of those third parties. Therefore, the content available to You on Our Service will often reflect the judgments, statements, and opinions of third parties, whether or not those third parties are in a contractual relationship with Us. If You correspond with or participate in the promotions of any third parties using Our Service, such correspondence or participation is solely between You and the respective third parties, including activity involving the payment for or delivery of any products or services of any kind. As such, the Company is not responsible for any opinion, statement, content, or advice made on the Service, nor does the Company endorse such information or content. The Company and its affiliates, employees, attorneys, agents, directors, and officers shall not be liable for any loss or damage due to Your reliance on any content or information accessed, obtained, or discovered through the use of Our Service. By using Our Service, You will be exposed to content originating from a range of sources, and You therefore understand that the Company is not responsible for the safety, accuracy, or helpfulness of or the intellectual property rights related to the content on Our Service. By using Our Service, You may also be exposed to content that is offensive, objectionable, inaccurate, or indecent, and You therefore waive any rights or remedies You have or may have, whether legal or equitable in nature, relating to such content. To the extent permissible under applicable law, You indemnify and hold harmless the Company, its affiliates, licensors, owners, operators, and licensees to the fullest extent allowed by the law in relation to Your use of Our Service.

23. Third Party Integration. The Company may incorporate the use of third-party services like APIs or browser extensions, such as APIs from Amazon.com and its affiliates or Google Chrome Browser extensions. The Company has no association, endorsement, affiliation, or sponsorship with or by any third-party service with which it interacts or uses for purposes of API or browser

extension services or the like (“Third Party Services”). The Company does not represent or warrant anything regarding any User’s compliance with the terms of service of any Third Party Service, and every User is solely responsible for reading, understanding, and complying with the terms of all Third Party Services (“Third Party Terms”). By using Our Service, you waive any and all rights or claims against the Company and release and indemnify the Company against any and all claims any third parties may bring against You, including claims relating to Your use of any Third Party Services, Your compliance with Third Party Terms, or Your compliance with any applicable rules, regulations, or privacy policies of any third parties. You hereby grant the Company access to any applicable third party accounts and consent to Our use of the data obtained from such accounts for purposes including, but not limited to, providing Our Services, improving Our Services, gathering insights, predicting results, and other business purposes. The data We use may include, but is not limited to, pricing, shipping costs, sales data, sales information, and other information provided for the use of Our Services. For purposes of this Agreement, the information We gather pursuant to this section is not considered confidential information. You represent and warrant that You have all necessary consents, approvals, and rights to grant the Company access to Your information for the uses discussed in this section.

24. Third Party Social Logins. Company may, in its sole discretion, use social logins so that Users can log in to Our Service through third-party authentication services including, but not limited to, Facebook, Google, LinkedIn, Twitter, and other account credentials. You hereby acknowledge that the use of these Third Party Services does not in any way create any relationship between the Company and any Third Party Services, nor does it establish any endorsement of Third Party Services by the Company. The Company is not responsible for any information, systems, or data used through Third Party Services, including login data. You hereby acknowledge that You may be subject to the terms of use and/or privacy policy of Third Party Services and that the Company has no responsibility in Your compliance with such agreements.

25. Third Party Links and Contact Information. For Your convenience, the Company may furnish links to third party services or websites and/or email contact information for third parties, and in doing so, makes no endorsement of a third party nor any representation or warranty relating to any relationship or activity occurring between You and a third party including, but not limited to, visiting third party websites or services, email or other communication with third parties, or any transaction with third parties discovered through the use of Our Services. The Company is not affiliated with any such third parties, and such third parties are entirely independent from the Company, even if there may exist some sort of indication of a connection or relationship between the Company and such third party. It is the User’s sole responsibility to read and abide by any third party terms of use, privacy policy, or other policy or agreement, including those of third parties with whom the Company has outsourced a portion of the Service to, even if such third party has access to data through the operation of the Service.

26. Digital Millennium Copyright Act: Notification of Allegedly Infringing Content. Any copyright owner or copyright owner’s agent who believes that any content on Our Service infringes on a copyright may submit a notification under the Digital Millennium Copyright Act (“DMCA”), or 17 U.S.C. § 512(c)(3), by giving to Our Copyright Agent the following information via email at success@brandexpand.io:

- a. the signature, physical or electronic, of the copyright owner or person authorized to act on behalf of the copyright owner of the right allegedly being infringed;
- b. information identifying the copyrighted work allegedly infringed, or a representative list of works if multiple copyright works on a single website are all allegedly infringed and being brought by the same notification;
- c. information identifying the content that allegedly infringes the copyright owner's copyrighted work or works, the removal of or removal of access to which is being requested, sufficient for the Company to locate the content;
- d. contact information sufficient for the Company to contact the individual submitting the notification, such as a residential address, telephone number, and email address;
- e. a statement that the individual submitting the notification believes, in good faith, that the allegedly infringing activity was not authorized by the copyright owner, the copyright owner's agent, or the law; and
- f. a statement that all information provided in the notification is entirely accurate and, under penalty of perjury, that the individual submitting the notification is either the copyright owner of or is authorized to act on behalf of the copyright owner of the allegedly infringed work.

You recognize that Your notice may not be valid if you do to comply with the requirements set forth under the DMCA.

27. Dispute Resolution.

- a. **Informal Disputes.** We request that You address any concerns or disputes that may arise with Us directly prior to exploring formal dispute resolution processes. You hereby agree and understand that You are to allow Us the opportunity to respond to any disputes or concerns that may arise by submitting any such comments by email success@brandexpand.io. We will use Our best efforts to reasonably resolve the dispute or concern by contacting You directly by way of email communication. Should the dispute fail to be resolved within thirty (30) days from Your initial submission of the complaint, either Party is entitled to initiate a formal dispute resolution process, described in the following paragraph.
- b. **Arbitration.** Both Parties to this Agreement hereby understand and agree that any and all claims, disputes, controversies, or otherwise that may arise out of, or in relation to, this Agreement, the Service, or otherwise against Us, Our employees, subsidiaries, and agents ("Disputes"), shall be resolved through the process of arbitration. Arbitration is a Dispute resolution process that is more informal and efficient than a traditional proceeding in federal or state court and uses an arbitrator that is a neutral party instead of a jury or judge. All decisions made by the arbitrator shall be binding, subject only to minimal review by courts in limited situations. The arbitrator, in its sole discretion, shall determine which Disputes are subject to the arbitration process. You hereby agree and understand that this Agreement's interpretation and enforcement in arbitration shall be governed by the U.S. Federal Arbitration Act and federal arbitration laws.
- c. **Class Action Waiver.** You hereby agree and understand that both Parties to this agreement are waiving the right to a trial by jury and the opportunity to bring any claims other than in Your individual capacity. Neither Party shall be entitled to act as a class member or a plaintiff in any representative proceeding, class action lawsuit, private attorney general action, or consolidated action. The arbitrator is not entitled to join any Party's claim with

another claim on the Dispute, nor issue any decision that achieves an equivalent result. Should this paragraph be found unenforceable for any reason, it may not be severed from this agreement to arbitrate, and the entire section compelling arbitration will be deemed void and null.

- d. JAMS. In the case of arbitration, to the fullest extent permissible under the relevant laws of the local jurisdiction, all arbitration processes shall be administered by Judicial Arbitration and Mediation Services, Inc. (“JAMS”), in accordance with its Expedited Procedures and subject to its Comprehensive Arbitration Rules and Procedures, or subject to the JAMS’ Streamlined Arbitration Rules and Procedures (“Rules”). A copy of the relevant Rules can be found online at www.jamsadr.com. The arbitrator of the relevant Dispute shall be bound by the terms of this Agreement. For any Disputes arising out of this Agreement, the exclusive venue permissible for arbitration is Saint Petersburg, Florida
- e. Rejecting Provisions. Should We make any material changes to this provision regarding the arbitration process, regardless of those terms provided for in this Agreement to the contrary, You are entitled to reject any changes within thirty (30) days of such changes, by sending Us a notice in writing to 433 Central Ave. Floor 4, Saint Petersburg, Florida 33701. Any prior arbitration provisions that You have already undertaken and to which You have previously agreed, shall remain in effect despite Your rejection of the updated arbitration provision. Similarly, this arbitration provision is entirely optional to You. You are entitled to opt out of or altogether decline this arbitration agreement by sending a signed and written notice to 433 Central Ave. Floor 4, Saint Petersburg, Florida 33701 within the first thirty (30) days of becoming a Member or from initially using or accessing any of Our Content, Services, programs, or otherwise.
- f. Judgements. Any awards granted from the judgment of the arbitration may be entered in any relevant court having jurisdiction. Applications to the relevant court may also be made for an order of enforcement or a judicial acceptance of any award, as may be applicable.

28. Consumer Rights Under California Civil Code § 1789.3 for Electronic Commerce. All California users of electronic commercial services have the right, pursuant to California Civil Code § 1789.3, to contact the Complaint Assistance Unit of the Division of Consumer Platform of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 9525210. Further, all California users have the right to the name, address, and telephone number of the provider of the service: Brand Expand LLC, 433 Central Ave. Floor 4, Saint Petersburg, Florida 33701, 813-474-7450. Finally, all California users have the right to know of any charges to the user imposed by the provider for the use of the service.

29. Assignment. Unless You have otherwise been granted Our prior written consent, You are not entitled to transfer, assign, or otherwise grant to another Your obligations and rights under the terms of this Agreement, either in part or in whole. Any assignment, transfer, or otherwise that is lacking written consent by Us shall be void and null. We are entitled to assign or transfer any and all of the rights and obligations under this Agreement without consent from You or any other User of the Site.

30. Applicable Law. The interpretation, construction, and enforcement of this Agreement, including those rights, responsibilities, and obligations of both Parties under this Agreement, shall be governed by the laws of the state of Florida, United States. This is without any regard to

conflict of law provisions that may be contained within this Agreement. Any Disputes that may arise from the terms of this Agreement will be applied in the United States Federal or State Court in Florida

31. Headings and Interpretation. Any titles or headings within this Agreement shall not affect the interpretation of any of the terms contained herein and are only used for convenience purposes. Any ambiguities contained in the reading or interpretation of this Agreement shall not be construed against Us as the drafting Party.

32. Force Majeure. Neither Party will be held responsible for any failure to fulfill their duties under this Agreement if said failure is the result of unforeseeable circumstances that reasonably prevent said completion, including, but not limited to, pandemics or epidemics, natural events such as floods, wildfires, hurricanes, tornadoes, landslides, etc., random acts of God, governmental acts including government shutdowns, acts of war, terrorist attacks, civil unrest, and/or industry-wide labor boycotts. You are still obligated to pay for the Service under this Agreement despite such circumstances. The Party delayed by such unforeseeable circumstances must send the other Party timely notice and is required to use reasonable and commercially accessible efforts to mitigate the lapse in Party's required duties.

33. Severability. Unless otherwise stated, should any provision of this Agreement be deemed invalid, void, unlawful, or unenforceable, such invalidity shall not affect the validity of any other provisions of this Agreement, and all other provisions to this Agreement shall remain in effect to the fullest extent permitted by the applicable laws of the relevant jurisdiction.

34. Waiver. Any waiver by Us, failure to enforce, or otherwise act upon any provision provided in this Agreement on a single occasion shall not be considered a waiver of any other provisions provided in this Agreement, nor shall it be a waiver of the specific provision in future events.

35. Contact Information. Should You have any questions regarding the Terms of this Agreement, You may contact Us at:

Brand Expand LLC

Attention: Terms of Use Notice

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36. Entire Agreement. The Terms provided herein shall constitute the entire Agreement between You and Us. This Agreement shall survive and supersede any prior agreements between, or otherwise affecting, either Party to this Agreement. All agreements, statements, or representations entered into or otherwise made, whether oral or written or in advertising statements, including both direct and indirect, shall not be binding upon either Party unless otherwise expressly confirmed by Us, to You, in writing. However, additional conditions or terms may apply to You upon purchasing or otherwise engaging with other services, third party content, third party software, or affiliate services.