

THE INFORMATION CONTAINED HEREIN SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE TRANSACTION(S) CONTEMPLATED FOR HEREBY. THESE TERMS REQUIRE THE USE OF ARBITRATION (ON AN INDIVIDUAL BASIS ONLY; I.E., CASE CONSOLIDATIONS AND CLASS-ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES. PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION HEREUNDER IN ORDER TO CONFIRM YOUR ACCEPTANCE HEREOF. YOU MAY NOT BECOME AN AUTHORIZED RESELLER OF MYKARTAPP.COM UNLESS AND UNTIL YOU: (A) AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OLD; (C) HAVE THE LEGAL AUTHORITY TO BIND THE ORGANIZATION THAT YOU REPRESENT, IF ANY, TO THESE TERMS AND CONDITIONS; AND (D) ARE NOT PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS, OR SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.

1. **Applicability of Terms and Conditions:** These terms and conditions (these "**Terms**") shall apply to your offer of authorized products** and related services through Mykartapp.com (the "**Site**"). These Terms are subject to change at any time without prior written notice by My Kart, LLC, a Florida Corporation (referred to herein as either "Company," "we," "us," or "our"). The most recent version of these Terms shall be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Site after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.

Products accepted

- Products that will be allowed to be sold on the e-store will be any physical product that a seller's owns or has the right to sell to third parties and can be shipped or delivered to the customer.

Products prohibited

- Items which infringe on the intellectual property of other sellers including registered trademarks, patents, or copyrights.
- Alcohol
- Dangerous chemicals
- Prescription drugs or items with medical drug claims
- Unauthorized edible products
- Explosive or flammable products
- Live animals, illegal animal products
- Human remains or body parts (except hair and false teeth)
- Virtual goods, digital services or goods
- Tobacco, e-cigarettes, or any illegal drug paraphernalia
- Pornography
- Sexual content of any kind
- Nudity
- Firearms and or weapons
- Items or listings that promote, support or glorify hatred toward or otherwise demean people based upon: race, ethnicity, religion, gender, gender identity, disability, or sexual orientation; including items or content that promote organizations with such views

2. **Online Orders:** When offering products on our Site, you are effectively offering to sell whatever products and services you are authorized to sell through Mykartapp.com. You agree and understand that when you

sell a product or service through the site, you are dealing directly with the customer and under no circumstances we will be responsible for any returns, loss shipment, refunds or any liability of any kind to you and/or the customer.

3. Payment Terms:

- a. As a reseller, you will have a 14-day free trial which you will have the opportunity to try the app with all of its functionality. You must register through our website or app and provide a valid credit card or debit card to begin billing on the 15th day of trial unless cancelled before trial expires. Thereafter, you will be billed on a monthly basis and will continue until cancelled by the reseller. In the event, you unsubscribe, the account will go offline immediately; however you will have access to the account to download reports and to handle orders already in progress before you unsubscribed. You agree and understand that we have the right to suspend the account and terminate services if the payment is declined for any reason.
- b. You are solely responsible for setting the prices and payment terms as a reseller. Further you agree to comply with any and all state and federal laws, if applicable, regarding any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Further, you agree to only use Stripe as your merchant processor to collect payment from your customers and no other merchant shall be used to collect payment through Mykartapp.com. You also must upload your policies in the “Customer Service” section of the app; this includes your policy for payment, returns, refunds and shipping policies and agree to abide by them. We reserve the exclusive right not to approve a reseller or terminate a reseller if we do not agree with your payment terms or do not comply with the Stripe merchant agreement.

4. Shipping Information: It is your responsibility, as the reseller, to ship the accepted order to the customer to the address he/she provides when making the order. You will be responsible for all associated shipping & handling charges, if applicable and if it is established by the reseller. We shall not be responsible for any delays in shipments and no customer shall contact MyKartapp.com with any customer service issues. These shall be handled by you as the reseller.

5. Returns: You shall be responsible for any returns to the customer.

6. Privacy Policy: Please review our Privacy Policy which can be found at the following address **INSERT URL**. The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site.

7. Representations & Warranties (R&Ws); Disclaimers; Limitations on Liability:

- (1) **Buyer’s R&Ws:** You represent and warrant to us as follows: (i) that you have the right to enter any transaction contemplated for hereby without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will offer the goods and services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind.
- (2) **MANUFACTURER’S WARRANTY AND COMPANY’S DISCLAIMERS:** We do not manufacture (or direct the manufacture of) any of the goods or services offered on our Site in any way. Further, we are not the seller of any of the products and services offered on our Site; we offer an online platform for consumers to purchase items from authorized MyKartapp.com resellers. The availability on our Site of goods and services does not constitute an affiliation with or endorsement of any of the goods or services or their manufacturer. As such, subject to applicable law, we are offering Mykartapp.com to you “as is” without express or implied warranties of any kind (including without limitation any: (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage or trade, or otherwise). You acknowledge and agree that under no circumstances shall we be liable for any breach of the manufacturer’s warranty claims and/or for any loss or damages that may arise out of the manufacturer’s failure to honor its warranty obligations to you. Further, y also you acknowledge and agree that under no circumstances shall we be liable for any breach of from the customers and/or

claims and/or for any loss or damages that may arise out of the customer's failure to honor its obligations to you.

(3) **LIABILITY CAP:** UNDER NO CIRCUMSTANCES WILL COMPANY'S OBLIGATION OR LIABILITY UNDER THIS AGREEMENT EXCEED \$100. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND.

(4) **INDEMNITY/HOLD HARMLESS:** Reseller agrees to protect the Company and hold Company harmless from and against any and all losses, claims, damages, expenses or liabilities, joint or several, to which it may become subject whether as a result of any third party claim or otherwise and to reimburse the Company for any legal fees, costs and expenses (including the cost of any investigation and preparation) reasonably incurred by the Company in connection with any claim or litigation, whether or not resulting in any liability, insofar as such losses, claims, damages, liabilities or litigation arise out of or are based upon (i) any breach of warranty or representation by Company, (ii) the failure by Company to fulfill any covenant or agreement contained herein or (iii) any loss or claim arising out of any claims filed by a customer of the Reseller against Company for any alleged acts or omissions by the Reseller.

(5) **RESERVATION OF RIGHTS:** Reseller agrees that My Kart, LLC reserves the right to terminate this agreement without notice for any reason.

8. **Third Party Beneficiaries:** These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
9. **Force Majeure:** Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, and/or delivery, vendor, supplier, or other third-party delays, non-performance, or failures of any kind.
10. **Assignment:** Company may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.
11. **Partial Invalidity:** In the event that any part or portion of these Terms is deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
12. **Governing Law/Binding Arbitration:**
 - (1) **Governing Law:** These Terms shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
 - (2) **Binding Arbitration:** Subject to subsection (c) below and all applicable laws, you are agreeing to give up: (i) your right to litigate any claims that may arise hereunder in court or before a jury; and (ii) your right to consolidate any claim and/or participate in any class-action claim that may arise hereunder in any manner or forum. Instead, any claim, dispute, or controversy of any kind or nature arising hereunder which cannot be amicably resolved by us shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of one arbitrator sitting in Palm Beach County, Florida. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Florida. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. Company shall bear all of its own costs, as well as your reasonable outside attorneys' fees, actually incurred in connection with any such arbitration proceedings; provided, however, that if we are the prevailing party, we shall be entitled to reimbursement for those amounts that were expended on your behalf. With respect to any arbitration

hereunder, as stated above, you hereby expressly waive any right to consolidate any claim and/or participate in any class-action claim of any kind or nature. This Section (13) provides your sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. If any provision of this clause is found unenforceable, such unenforceable provision will be removed and the remaining terms will be enforced.

13. **No Waivers:** Our failure to enforce any of our rights hereunder will not constitute a waiver of our right to make such enforcement in the future, subject to applicable law.
14. **Notices:** We may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Site. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses. You can contact us at any time by any of the following means: (i) facsimile, at: [2347388956](tel:2347388956) or (ii) personal delivery, overnight courier, or registered or certified mail to: Customer Service, My Kart LLC, 184 Working Ranch, Irvine, CA 92602
15. **Entire Agreement:** These Terms, along with the confirmation email referenced in Section (2) above, any instructions that we provide you with relating to any product or service you obtain from us through the Site [(including without limitation any license agreement)], and our Site's 'Terms of Use' and 'Privacy Policy,' shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.