

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 ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE 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 purchase of 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.
2. Online Orders: When placing an order on our Site, you are effectively offering to purchase whatever products and services you select through the authorized resellers who have signed up with My Kartapp.com. **You agree and understand that when you place an order through the site, you are dealing directly with the vendor and under no circumstances we will be responsible for any returns, loss shipment, refunds or any liability of any kind.**
3. Payment Terms: All applicable prices are set forth alongside by the individual resellers of the goods and services offered on the Site. Such prices are subject to change at any time by the discretion of the reseller, pursuant to its terms and conditions. You will be responsible for the payment of : (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges, if applicable. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal, Stripe, etc.) as established by the reseller. By using any such card or payment provider, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.
4. Shipping Information: It is the responsibility of the reseller to ship your accepted order to you at the address you provide 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.
5. Returns: If you, for any reason, are not satisfied with your order, you may return it to the reseller pursuant to its return policy. You are responsible for familiarizing yourself with the reseller's return and refund policies.
6. Privacy Policy and Website Terms of Use: 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. The Website Terms of Use governs your use of our Site in general.
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 use 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; and (iii) that you are buying the goods or services from the Site for solely your own use, and not for resale and/or export.
  - (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 the goods and services 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). They may be, however, covered by the manufacturer’s warranty as detailed in in any product’s description on our Site and included with our delivery of the goods and services. You can avail yourself of any of the manufacturer’s warranties by following the instructions provided in their warranty agreement[s]. 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, you also acknowledge and agree that under no circumstances shall we be liable for any breach of from the resellers and/or claims and/or for any loss or damages that may arise out of the reseller’s failure to honor its obligations to you.

**(3) LIABILITY CAP: UNDER NO CIRCUMSTANCES WILL COMPANY’S OBLIGATION OR LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE YOU PAID ON THE SITE FOR ANY GOODS OR SERVICES. 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.**

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: **(234)738-8956** 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.