

BlueLots Marketplace Services Terms and Conditions for Sellers

Effective January 1, 2022

PLEASE READ THESE BLUELOTS MARKETPLACE TERMS AND CONDITIONS CAREFULLY. This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. These Terms and Conditions require the use of arbitration to resolve disputes, rather than jury trials.

BY PLACING INVENTORY FOR THE MARKETPLACE SERVICES FROM THIS WEBSITE OR APPLICATION, YOU AFFIRM THAT:

- YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS AND CONDITIONS, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS; AND
- IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT PLACE INVENTORY OR OBTAIN MARKETPLACE SERVICES FROM THIS WEBSITE OR APPLICATION IF YOU (A) DO NOT AGREE TO THESE TERMS AND CONDITIONS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH BLUELOTS, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR APPLICATION, OR ANY OF THIS WEBSITE'S OR APPLICATION'S CONTENTS OR SERVICES BY APPLICABLE LAW.

These BlueLots Marketplace Terms and Conditions for Sellers (these “**Terms and Conditions**”) apply to the purchase and sale of services and use of such services through a website or application owned, operated, hosted or managed by BlueLots, such as BlueLots.com, and related services (“**Marketplace Service**”) to facilitate business-to-business sales of excess physical goods (“**Inventory**”) in the United States. These Terms and Conditions are a binding legal agreement between you or the entity you represent (“**Seller**”, “**you**”, or “**your**”) and Sell It Easy, Inc. doing business as BlueLots, a Delaware corporation, with a principal place of business located at 2093 Philadelphia Pike, Claymont, DE 19703 (“**BlueLots**”, “**we**”, “**us**”, “**our**”).

Please note: These Terms and Conditions may have changed. Though your access and use of the Services is governed by these Terms and Conditions effective at the time, BlueLots may revise and update these Terms and Conditions from time to time in our sole discretion. If we make material changes to these Terms and Conditions, we will notify you by email or by posting a notice on the Marketplace Service prior to the effective date of the changes. We will also indicate at the top of this page the date that revisions were last made.

These Terms and Conditions are an integral part of the [Terms of Use](#) that apply generally to the use of our website or Application. You should also carefully review our [Privacy Policy](#) before placing Inventory for sale through the Marketplace Service (see Section 8.5).

1. Marketplace Service.

1.1. Appointment. Seller appoints BlueLots as a provider of online, e-commerce marketplace services for the sale of excess Inventory, within the United States, and BlueLots accepts such appointment.

1.2. Marketplace Service Account. In order to use certain aspects of the Marketplace Service, Seller will need to register for the Marketplace Service and create an account in accordance with the Terms of Use. When creating your account for the Marketplace Service, Seller shall provide true, accurate, current and complete information. Seller shall maintain and update its contact, distribution center address(es), Inventory (including Inventory listings as detailed in Section 1.3), payment account information, a valid credit card and other information as needed to keep it true, accurate, current and complete. Seller is solely responsible for the accuracy of all account and listing information. Seller is solely responsible for maintaining the confidentiality of its account username and password and restricting access to its account, and Seller agrees to accept responsibility for all activities that occur under its account. If Seller has reason to believe that its account is no longer secure, Seller will immediately notify BlueLots. BlueLots may, at any time, suspend or terminate Seller's account, delete any Inventory Information (as defined below), listing or content that violates these Terms and Conditions or any policies communicated to Seller, or prohibit Seller from accessing or using the Marketplace Service for any reason at the sole discretion of BlueLots.

1.3. Inventory Listing. Seller will, or BlueLots may on Seller's behalf, create and post Inventory listings on the Marketplace Service.

(a) Seller shall provide the following information about its Inventory to BlueLots, as an excel file (or other mutually agreed format) uploaded to the Marketplace Service, for the purpose of creating Inventory listings: product names and descriptions, suggested resale price, quantity, condition of products, product images (in the format and resolution requested by BlueLots), location of Inventory and any other information about the Inventory required by BlueLots ("**Inventory Information**"). Subject to these Terms and Conditions, Seller hereby grants to BlueLots a non-exclusive, non-transferable right and license to use and display Seller's logo, name, and any product images and names provided by Seller in connection with the promotion, listing, advertising and sale of the Inventory.

(b) Seller may list duplicate or the same Inventory on the Marketplace Service that is simultaneously listed on another resale channel or elsewhere; provided that Seller shall immediately remove any listings of Inventory that have sold on another resale channel or elsewhere to avoid disputes arising from Seller's inability to fulfill orders for Inventory listed on, but no longer available through, the Marketplace Service. Notwithstanding the foregoing and subject to the provisions of these Terms and Conditions, Seller shall remain responsible and liable for fulfilling any sales for Inventory on the Marketplace Service even if such Inventory was also sold on another channel or platform, or compensate BlueLots for the actual sale value of such listed Inventory, unless determined otherwise by BlueLots.

(c) BlueLots reserves the right to refuse or remove any listing for Inventory at any time for any reason as solely determined by BlueLots.

1.4. Use of the Marketplace Service. Subject to these Terms and Conditions, BlueLots hereby grants to Seller: (a) the right to access and use the Marketplace Service solely for the purpose of listing Inventory for potential sale to end users of the Marketplace Service; and (b) a limited, non-exclusive, non-transferable license to download, install and use software in object code form only, including documentation, to access and use the Marketplace Service through a mobile device (the "**Application**"). BlueLots reserves the right to improve, change, modify or discontinue the Marketplace Service (including any features or functionality) or any portion thereof at any time.

1.5. Restrictions.

(a) Seller shall not, and shall not permit any third party to: (i) copy, modify, adapt or create any derivative work of the Marketplace Service or Application, or any part thereof; (ii) market, sell, license, sublicense, distribute, publish, display, reproduce, rent, lease, loan, assign or otherwise transfer to a third party the Marketplace Service or Application or any copy thereof, in whole or in part; (iii) reverse engineer, disassemble, or decompile the Marketplace Service or Application or otherwise attempt to derive or gain access to the source code of the Marketplace Service or Application, unless expressly permitted or required by law; (iv) employ any robot, spider, data miner, crawler or other automatic device or manual process to copy or monitor the Marketplace Service; or (v) use the Marketplace Service or Application in any manner or for any purpose not expressly permitted in these Terms and Conditions.

(b) Seller shall not: (i) offer or deliver Inventory or upload images or any content that in any way violates or infringes upon the intellectual property, personal, proprietary or other rights (such as copyrights, trademarks, patents, trade secret or confidential information) of any third party (including without limitation counterfeit goods); (ii) offer or deliver Inventory that is illegal in any jurisdiction where the Inventory is offered or delivered; or (iii) engage in any other illegal or fraudulent activities.

(c) Seller shall not circumvent, or attempt to circumvent (including by providing promotional materials for Seller in any pallets, lots or packaging prepared for shipping of Inventory), the Marketplace Service to sell Inventory directly to any buyer that Seller is introduced to, becomes aware of or has previously completed a transaction with as a result of or in connection with Seller's use of the Marketplace Service. In the event of such circumvention, actual or attempted, BlueLots may immediately terminate Seller's account and these Terms and Conditions, and Seller will be liable for any resulting loss or damages suffered by BlueLots.

1.6. Support. BlueLots shall provide support services for the Marketplace Service to Seller, provided that Seller maintains a valid account and abides by these Terms and Conditions. BlueLots will respond to and address bona fide end user questions or comments related to the use of the Marketplace Service. For questions or comments related to Inventory or shipping, BlueLots will forward such questions and comments to Seller, and Seller agrees to promptly respond to and address such questions or comments.

2. Fulfillment and Shipping.

2.1. Fulfillment. Seller shall fulfill accepted orders for listed Inventory within 2 business days after such Inventory is purchased on the Marketplace Service. If Inventory is listed for sale via an auction, Seller cannot cancel such auction once it begins, and must accept and agree to the final auction sale price and fulfill the Inventory in accordance with these Terms and Conditions even if such final auction sale price is lower than the suggested resale price. BlueLots reserves the right to determine, in its sole discretion, whether or not to cancel any order for Inventory. In the event BlueLots allows Seller to cancel an order for Inventory, Seller shall pay to BlueLots an Inventory Cancellation Fee as detailed in the then-current fee schedule in addition to the Fees detailed in Section 5.1, which are non-refundable even in the event of a cancellation.

2.2. Shipping. Unless expressly agreed to by the Parties in writing, BlueLots shall select and arrange the method of shipment of Inventory purchased on the Marketplace Service to an applicable buyer, including creation of shipping labels (which may not be altered by the Seller) and selecting and arranging the freight carrier to deliver the purchased Inventory to the buyer. Seller shall provide accurate shipping weight, dimensions and other relevant freight information to BlueLots for shipping of purchased Inventory. If such freight is reassessed or the package is re-labeled at a

different cost, Seller agrees to be charged by BlueLots for the revised cost even if such cost is higher than the Seller expected. Seller shall promptly prepare Inventory for shipment and honor and abide by any handling and shipping times and arrangements detailed in Schedule A or as otherwise communicated by BlueLots to Seller.

2.3. Ownership of Inventory. Title to all Inventory or other materials that are shipped by BlueLots on behalf of Seller will at all times remain with Seller. Seller shall at all times be the owner of record of such Inventory or other materials and shall be solely responsible for any matters arising from or relating to such Inventory or other materials.

3. **Customized Services**. If any customized services will be provided to Seller by BlueLots, the Parties shall document such customized services in a mutually agreed upon, signed writing and the provision of such services will be subject to these Terms and Conditions.

4. **Additional Seller Obligations.**

4.1. Seller Cooperation. Seller shall: (a) respond promptly to any reasonable requests from BlueLots for information or approvals required by BlueLots in connection with the Marketplace Service; (b) cooperate with BlueLots in its performance of its obligations and the services detailed in these Terms and Conditions (including assisting with and cooperating during any Buyer dispute) and provide access to Seller's premises, employees, and contractors as required to enable BlueLots to provide such services; (c) take all steps necessary, including obtaining any required licenses or consents, to prevent Seller-caused delays in BlueLots's provision of any services related to the Marketplace Service and these Terms and Conditions.

5. **Fees and Payment.**

5.1. Fees. Subject to the terms of this Section, Seller shall pay the following fees to BlueLots for each sale of Inventory through the Marketplace Service: (a) a commission in the amount equal to 10% of the total sale price (exclusive of sales tax) of such Inventory; and (b) a payment processing fee in the amount equal to 2.9% of the total sale price (exclusive of sales tax) of such Inventory (collectively, the "**Sale Transaction Fees**"). In addition to the Sale Transaction Fees, Seller shall pay any other fees associated with each sale of Inventory that are paid by BlueLots on behalf of Seller and listed in these Terms and Conditions (if applicable) (collectively (including Sale Transaction Fees), the "**Fees**"). All Fees are non-refundable, even in the case of a dispute, and subject to change. Any changes to Fees will be effective on Seller at a reasonable date following notice of such change. The Fees are listed in the fee schedule provided by and updated from time to time by BlueLots, current version attached as Schedule C.

5.2. Payment to Seller. Seller appoints BlueLots as its limited agent solely for the purpose of collecting payments from buyers for Inventory. BlueLots shall remit to Seller payment received by BlueLots from buyers who purchase Inventory on the Marketplace Service, less any Fees or other fees owed by Seller to BlueLots. BlueLots shall make payments to Seller twice a month (exact dates during each month to be determined by BlueLots at its sole discretion) and in US dollars by electronic transfer to the Seller's PayPal or bank account on file with BlueLots. Seller is responsible for providing valid, current and accurate PayPal or bank account information to BlueLots and maintaining such account information. In the event that invalid, expired or inaccurate information is provided by the Seller, BlueLots is not responsible or liable for payments being sent to an incorrect account or any resulting delay in payment to Seller.

5.3. Taxes and Resale Certificates. Seller shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Seller hereunder; provided that in no event shall Seller pay or be responsible for any taxes imposed on, or regarding, BlueLots's income, revenues, gross receipts, personnel, or real or personal property or other assets. Notwithstanding the foregoing, BlueLots will request a copy of the resale certificate for buyers using the Marketplace Service and will use commercial reasonable efforts to provide a copy of each relevant resale certificate to Seller.

5.4. Seller's Account Balance. Seller shall maintain a positive account balance in connection with the Marketplace Service. Seller is required to provide and keep a valid credit card on file for its Marketplace Service account to cover any amounts owed to BlueLots and that are not covered by proceeds from a sale of Inventory on the Marketplace Service. Seller authorizes BlueLots to charge Seller's credit card on file, or by any other authorized method if necessary, if Seller's account balance becomes negative. All late payments will bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. During the first three months of Seller having a valid account for and using the Marketplace Service (or longer if necessary and as solely determined by BlueLots), BlueLots may withhold any amount of Seller's account balance for a reasonable period of time until Seller's purchased Inventory is delivered to and accepted by the respective buyer.

5.5. Buyer Disputes. BlueLots is solely responsible for managing and resolving any disputes relating to purchased Inventory filed by buyers on the Marketplace Service. Seller is responsible for any costs arising from any buyer disputes related to Inventory. BlueLots may withhold any amount of a Seller's account balance until a buyer dispute is resolved. Seller agrees to cooperate with the dispute resolution process of BlueLots, including providing any requested information and responding to related requests in a timely manner, in accordance with Section 4.1.

6. **Sales Data and Metrics.** BlueLots shall provide to Seller through a dashboard in the Marketplace Service completed sales and other metrics, as solely determined by BlueLots, regarding Inventory listed and purchased through the Marketplace Service.

7. **Relationship Managers.** Each Party shall designate a primary contact to act as its authorized representative with respect to all matters pertaining to these Terms and Conditions ("**Relationship Manager**"), with such designation to remain in force unless and until a successor Relationship Manager is appointed by the respective Party.

8. **User Information, BlueLots Data and Privacy Policy.**

8.1. Ownership of User Information. Seller retains ownership of any intellectual property rights that it holds in any files, materials, information, data, text or other user-uploaded content ("**User Information**") that it posts, uploads or transmits to or through the Marketplace Service. Seller represents and warrants that it has full rights to post, upload or transmit any and all User Information.

8.2. Use of Seller's User Information. Seller grants BlueLots (i) permission to access Seller's account and profile as it deems necessary in connection with providing the Marketplace Service, and (ii) a non-exclusive, worldwide, royalty-free license to use, host, store, reproduce, display, modify and create derivative works (such as reports, and similar features or services provided in the Marketplace Service) of Seller's User Information. BlueLots reserves the right to verify, audit, backup, edit, copy or transmit User Information as required by these Terms and Conditions, any law or regulations, or as necessary to provide and improve the Marketplace Service. Seller consents to the

collection, use and disclosure of its personally identifiable information and non-personally identifiable information by BlueLots as described in the BlueLots privacy policy.

8.3. Responsibility for User Information. Given the nature of the Marketplace Service and the volume of information submitted, BlueLots cannot and does not monitor all User Information posted or transmitted by Seller and materials or information submitted by other users or third-parties via the Marketplace Service. BlueLots is not responsible or liable for User Information or other information submitted to the Marketplace Service for any reason.

8.4. BlueLots Data and Information. BlueLots shall exclusively own all information, metrics and data generated or tracked by the Marketplace Service as a result of Seller's use of the Marketplace Service, and Seller acknowledges and agrees to such exclusive ownership by BlueLots. BlueLots may use such information for any purpose. Information contained in the Marketplace Service may contain errors. BlueLots may also make changes and improvements to the information provided in the Marketplace Service at any time. BlueLots is not responsible for any errors or delays caused by such errors or other technical problems beyond BlueLots's reasonable control.

8.5. Privacy Policy. Seller agrees that all User Information and other information it provides to BlueLots or submit through the Marketplace Service and all information BlueLots collects via the Marketplace Service is subject to the BlueLots privacy policy, and Seller consents to all actions BlueLots takes with respect to Seller's information consistent with and in compliance such privacy policy.

9. **Intellectual Property.** BlueLots and its licensors reserve and retain all rights, title and interest, including all patent, copyright, trade secret, know-how, design rights, trademark, and other intellectual property rights, in and to the Marketplace Service and Application, and any changes, corrections, enhancements, updates and other modifications thereto. The Parties reserve the right to control and use their respective names, symbols, trademarks and service marks ("**Marks**"), and neither party shall use the other party's Marks without such party's prior written consent. Notwithstanding the foregoing, BlueLots may use and include Seller's name and logo on its websites or applications and in marketing, promotional, case study or publicity materials created for the Marketplace Service or BlueLots, and Seller consents to such use of Seller's name and logo. Any rights not expressly granted to a party herein are reserved by the other party or its third-party providers.

10. **Confidentiality.** Each Party undertakes that it shall not at any time use or disclose to any person (and shall use its best endeavors to prevent the use, publication or disclosure of) any information concerning the business, financial information, customers, price list, clients, suppliers, intellectual property, or other sensitive or proprietary information (whether orally or in writing) ("**Confidential Information**"), except as permitted by this Section 10. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.

10.1. Each party may disclose the other party's Confidential Information: (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement, provided that such party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this Section 10; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.2. Each party agrees and acknowledges that any breach or threatened breach of this Section 10 may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of these Terms and Conditions or the continuation of any such breach by the receiving party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

11. Survival. Sections 10, 11, 14, 15, 17 through 27, and any right or obligation of the parties in these Terms and Conditions which, by its nature, should survive termination or expiration of these Terms and Conditions, will survive any such termination or expiration of these Terms and Conditions.

12. Force Majeure. BlueLots shall not be liable or responsible to Seller, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any term of these Terms and Conditions to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of BlueLots including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, civil unrest, national emergency, strikes or other labor disputes, or restraints or delays affecting carriers; provided that, if the event in question continues for a continuous period in excess of 30 days, Seller shall be entitled to give notice in writing to BlueLots to terminate these Terms and Conditions.

13. Compliance with Law. Each party shall comply with all laws, rules, regulations or other requirements imposed by any governmental body or entity that are applicable to the Inventory or performance of the services.

14. Representations and Warranties. Each party represents and warrants that (a) it has the full and unrestricted right, power and authority to enter into these Terms and Conditions; and (b) its performance of its obligations under these Terms and Conditions and provision of any and all information (including User Information, account information and Inventory listings) do not and will not violate any applicable law or regulation, separate agreement to which it is a party, or any third party's intellectual property rights or other property rights. Seller represents and warrants that (i) it is lawfully in possession of the Inventory; (ii) has all necessary authority, rights and permissions to submit any User Information and grant the licenses described in these Terms and Conditions; (iii) Seller's registration information and any User Information is truthful, accurate, current and complete; and (iv) Seller is not located in or listed on any U.S. Government list of prohibited or restricted parties and country.

15. Insurance. Seller shall, at its own expense, maintain and carry insurance in commercially reasonable amounts on its Inventory to protect against risk of loss and/or damage that includes, but is not limited to, commercial general liability in a sum no less than US\$1,000,000.00 with financially sound and reputable insurers. Upon BlueLots's request, Seller shall provide BlueLots with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms and Conditions, and name BlueLots as additional insureds. Seller shall require its insurer to waive all rights of subrogation against BlueLots's insurers and BlueLots as it relates to Inventory. For clarity, BlueLots will not provide any insurance coverage for Inventory. The Parties agree that with respect to any loss which is covered by self-insurance, insurance then being carried by each party respectively, or required to be carried hereunder, the party self-insuring, carrying or required to carry such insurance and suffering said loss hereby releases the other party of or from any and all claims with respect to such loss.

16. No Guarantees. BlueLots does not guarantee or promise any specific results from using the Marketplace Service, including but not limited to certain profit margins, cost recovery or similar impacts to Seller's business or inventory management.

17. Limitation of Liability.

17.1. EXCEPT FOR BREACH OF CONFIDENTIALITY (SECTION 10) AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS (SECTION 18), IN NO EVENT SHALL EITHER PARTY NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, IN CONNECTION WITH THE MARKETPLACE SERVICE OR THESE TERMS AND CONDITIONS REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17.2. EXCEPT FOR BREACH OF CONFIDENTIALITY (SECTION 10) AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS (SECTION 18), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE MARKETPLACE SERVICE OR THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID BY SELLER OR PAYABLE TO BLUELOTS IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

18. Indemnification. Subject to the exceptions and limitations in this Section, each party ("**Indemnifying Party**") shall indemnify and hold harmless the other party and its directors, officers, employees or agents (collectively, "**Indemnified Party**") from and against any and all losses, damages, liability and expense (including, without limitation, reasonable attorneys' fees and expenses in connection with any action, suit or proceeding) ("**Losses**") incurred or suffered by the Indemnified Party arising from a claim by a third party in connection with or arising out of Indemnifying Party's breach of these Terms and Conditions (including its representations and warranties set forth in these Terms and Conditions), violation of law, or Indemnifying Party's gross negligence or willful misconduct. Notwithstanding anything to the contrary in these Terms and Conditions, Indemnifying Party is not obligated to indemnify or hold harmless Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's gross negligence recklessness or willful act or omission or use of the Marketplace Service or Application in any manner not authorized under these Terms and Conditions. Furthermore, Seller shall indemnify and hold BlueLots and its Indemnified Party harmless from and against any all Losses incurred or suffered by BlueLots arising from a claim by a third party in connection with or arising out of any product liability claims related to the Inventory (including personal injury, death or damage to property caused by or in connection with any Inventory or its packaging).

19. Notices. We may provide any notice to you under these Terms and Conditions by (i) sending a message to the email address you provide or (ii) by posting to the website or Application. To give us notice under these Terms and Conditions, you must contact us at legal@bluelots.com or by registered or certified mail to 340 S Lemon Ave #4161, Walnut, CA 91789. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting or the posted effective date. Notices provided by registered or certified mail will be effective three business days after they are sent.

20. Assignment. Seller shall not assign, transfer or delegate any of its rights or delegate any of its obligations under these Terms and Conditions without the prior written consent of BlueLots. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve you of any of its obligations under these Terms and Conditions. BlueLots may assign any of its rights to any affiliate or to any entity acquiring all or substantially all of its assets without your consent, provided that BlueLots promptly notify you of such assignment. These Terms and Conditions are binding on and inure to the benefit of the parties to these Terms and Conditions and their respective permitted successors and permitted assigns.

21. Binding Arbitration. The parties agree that any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the existence, breach, termination, enforcement, interpretation or validity thereof, or the Seller's access to or use of the Marketplace Service at any time will be settled by binding arbitration between Seller and BlueLots, and not in a court of law. Seller acknowledges and agrees that Seller and BlueLots are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Seller and BlueLots each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a Party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. The award rendered by the arbitrator will be final, non-reviewable, and non-appealable and binding on the Parties and may be entered and enforced in any court having jurisdiction.

21.1. Arbitration Rules. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures (the "AAA Rules") then in effect. There will be one arbitrator agreed to by the Parties within 20 days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with the AAA Rules.

21.2. Governing Rules and Law. You agree that: (i) the Marketplace Services shall be deemed solely based in Delaware; and (ii) the Marketplace Services shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Delaware. These Terms and Conditions shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco County, Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Francisco County, Delaware is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

22. Relationship of the Parties. These Terms and Conditions do not create, and nothing contained in these Terms and Conditions will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. These Terms and Conditions solely benefit the parties to these Terms and Conditions, and nothing in these Terms and Conditions, express or

implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

24. Severability. If any term or provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Amendments. No amendment to or modification of these Terms and Conditions is effective unless it is in writing and signed by an authorized representative of each party.

26. Waiver. No waiver by any party of any of the provisions of these Terms and Conditions will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these Terms and Conditions, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

27. Entire Agreement. These Terms and Conditions, including and together with any related schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

SCHEDULE C

BLUELOTS FEE SCHEDULE
Effective February 1, 2020

Commission Percentage	10% of total sale price for Inventory
Payment Processing Fee	2.9% of the total sale price for Inventory
Inventory Cancellation Fee	\$100