

Terms & Conditions

SimpleTrade, Inc., a Delaware corporation dba BluePallet (the “BluePallet”, “we,” or “us”), welcomes you to our website (the “Site”) and the applications and services available from us, through the Site or other platforms (collectively with the Site, the “Services”). Your use of the Site and the Services are governed by these Terms & Conditions (these “Terms”). Any time you browse the Site or use the Services in any way, you agree to be bound by these Terms. If you don’t agree to these Terms, do not use the Site or the Services. These Terms and all other agreements referenced herein set forth the legally binding terms and conditions for your use of the Services, whether you are a Seller, Buyer, or other user of the Services (each a “User”).

We reserve the right to modify these Terms at any time, with such changes becoming effective when we post the modified Terms to the Site. We also reserve the right to make any changes to the Site and Services in any manner and to deny or terminate your access to the Site and Services, even if you have an Account, in our sole discretion. Each time you use the Site or the Services, the then-current version of the Terms will apply. If you use the Site or the Services after a modification of these Terms, you agree to be bound by the Terms as modified.

These Terms contain important information regarding your rights with respect to the Site and the Services, including your relationship with us, and include an arbitration provision and class action waiver that may limit your ability to pursue claims against us in court or to participate in a class action suit against us. Please read them carefully and review them regularly.

1. Privacy policy

For information about our data practices, please review our Privacy Policy at <http://www.bluepallet.io/privacy>. By accessing or using the Services, you agree that we can collect, use, and share your information pursuant to our Privacy Policy, which is incorporated into and a part of these Terms.

2. Platform

a. Platform Connects Users.

The Services include a platform where manufacturers and sellers of chemical products (“Sellers”) can create listings to sell their products (“Products”) and where Users can place purchase orders for such Products (“Buyers”) from such Sellers. We are not directly involved in or otherwise a party to any transactions that may take place between Buyers, Sellers, and/or any other Users. We have no control over the quality, safety, morality, or legality of any aspect of the Sellers’ listings or any claims made by any Seller or other User about the products or services a Seller offers, the truth or accuracy of a listing created by a Seller, the ability of a Buyer to pay for the Products, the ability of a Seller to sell the Products, or the ability of a Seller to fulfill an order for a Product (an “Order”). We have no responsibility or liability for any

content posted by any User. You are permitted to use the Services solely at your own risk. You agree that all sales of Products utilizing the Service in which you act as a Buyer or Seller shall be conducted pursuant to these Terms. Buyers and Sellers may agree to terms of sale as between each other (which will have no effect on the rights or obligations of BluePallet under these Terms) that are different than those set forth in this these Terms, if they provide notice to BluePallet that a separate agreement has been entered into between the Buyer and Seller. We are not responsible for enforcing the terms of sale agreed to between Buyer and Seller, and reserve the right to cancel or refuse to facilitate an Order for any reason. You agree to provide, at the BluePallet's request, copies of any written agreements between you and any Buyer or Seller, and you represent that such disclosure shall not result in a violation of any agreement to which you are a party.

YOU UNDERSTAND THAT WE ARE NOT A PARTY TO ANY ORDERS OR OTHER TRANSACTIONS BETWEEN USERS, AND YOU RELEASE US AND OUR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVE, AGENTS, AND OUR AND THEIR AFFILIATES AND LICENSORS ("RELEASED PARTIES") FROM ALL LIABILITY RELATING TO ANY ORDERS OR YOUR INTERACTIONS WITH OTHER USERS. THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY CLAIM, INJURY, OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES.

b. User Vetting.

Users may be subject to a vetting process before they can register for and during their use of the Services, including, but not limited to, a verification of identity, using third-party services as appropriate. You hereby give consent to us to conduct background checks as often as required in compliance with federal and state laws, including, without limitation, the Fair Credit Reporting Act.

Although we may perform background checks of Users as outlined above, we cannot confirm that each User is who they claim to be and therefore, we cannot and do not assume any responsibility for the accuracy or reliability of identity or background check information or any information provided through the Services.

When interacting with other Users, you should exercise caution and common sense to protect your personal and confidential information, just as you would when interacting with other persons whom you don't know.

YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO EXERCISE CAUTION, DUE DILIGENCE, AND GOOD JUDGMENT IN ALL INTERACTIONS WITH OTHER USERS.

c. Communication Assistance.

In the event that we, as a courtesy, assist in communications between you and another User in relation to any transaction, such assistance does not and cannot be

construed to create any obligation on our part or to be inconsistent with or otherwise limit or prejudice any of the conditions set forth above in this Section 2.

d. Funds Transfer Service Provided by Third-Party Financial Institution

BluePallet does not provide fund transfer services. All fund transfer services that facilitate payments between Buyers to Seller in connection with an Order are provided by an unaffiliated FDIC-insured depository institution, Evolve Bank & Trust (“Financial Institution”). In order to act as a Buyer or Seller you must establish a deposit account (“Deposit Account”) with the Financial Institution and enter into the Financial Institution Demand Deposit Account Agreement located at <https://silamoney.com/evolve-bank-deposit-agreement/>. You will also be required to link an external bank account (“Linked Account”) to your Deposit Account in order to make, in the case of Buyers, or receive, in the case of Sellers, payments with respect to Orders. We do not own or control Deposit Accounts.

By using the Services, you authorize BluePallet to transmit instructions and other data to the Financial Institution on your behalf in order to enable the Financial Institution to provide fund transfer services to you. You acknowledge and agree to the Financial Institution Demand Deposit Account Agreement to authorize the establishment of your Deposit Account and fund transfers between your Deposit Account and your Linked Account pursuant to your instructions to the Financial Institution transmitted on your behalf by BluePallet.

BluePallet is not a party to the deposit agreement you enter with the Financial Institution and is not responsible for acts or omissions of the Financial Institution.

e. Third-Party Services.

In addition to the services of the Financial Institution, you may need to use another third party’s products or services to use certain aspects of the Services. There may also be optional products and services made available to you by a third party in connection with your use of the Services. For example, you may be able to obtain financing from a third-party lending in connection with your Orders.

Third-party providers of other services may require you to accept their own terms of use. When you access such services, you do so at your own risk. We are not a party to any agreement between you and a third party and you agree that we are not liable or responsible to you for any products or services you receive from a third party in connection with our Services.

f. Modification of the Services.

We reserve the right to add, modify, or eliminate features, functionalities, and other aspects of the Services from time to time.

3. Eligibility, accounts, and use

a. Permitted Users.

When you use the Services, you represent that you are at least the age of majority in the jurisdiction where you reside. If you are using the Services on behalf of an entity, you represent and warrant that you are duly authorized to act on behalf of the entity and accept these Terms on behalf of such entity.

b. Registering for an Account and Using the Services.

Certain Services or portions of the Site may require you to register for an account (“Account”), becoming a “Registered User”. As part of the Account creation process, you may be asked to provide a username and password unique to the Account (“Login Information”). You are responsible for the confidentiality and use of your Login Information and agree not to transfer or disclose your Login Information to any third party other than an individual with express authority to act on your behalf. If you suspect any unauthorized use of your Account, you agree to notify us immediately. You are solely responsible for any activities occurring under your Account. You have no ownership right to your Account. If you are registering an Account as the authorized user of an organization, that organization may have administrator rights to access your account and any information provided under your Account. You represent that any information you submit to us when using the Services is accurate, truthful, and current. You also represent that your use of the Services does not violate any applicable law or regulation.

c. Organizational Accounts.

If you register for the Services on behalf of an organization, you may grant access to the Services to certain authorized users, subject to the limits of any plan for which you enroll. We may require that each authorized user have unique Login Information. When registering for an Account and accessing the Services, you represent or warrant that the information you enter for your organization is correct. You acknowledge and agree that (i) the organizational account owner is responsible for all activity under authorized user accounts and (ii) organizational administrators may have access to all activity/data under all authorized users’ accounts.

d. Account Transfer.

The access rights granted to you in these Terms are non-transferable and non-assignable without our express written permission. You may not assign or otherwise transfer these Terms to anyone, including any parent, subsidiaries, affiliated entities or third parties, without our prior written consent. Any attempted assignment or other transfer in violation of this paragraph is void and deemed to be a breach of these Terms. The terms “assignment” and “transfer” as used herein include any sale or transfer of all or substantially all of your assets, a merger, consolidation, or reorganization, and any change in ownership.

e. Confidentiality.

As a Buyer or Seller, you will be granted access (revocable by us at any time) to certain information, including information relating to other Users. You agree to keep all information you obtain from the Services strictly confidential and will not use the information for any purpose other than to submit and accept Orders only as expressly permitted by us and these Terms. Any request to contact a User outside of the Services must be submitted to us in writing.

4. Marketplace terms

a. Product Availability.

All prices are quoted in US Dollars and are subject to change without notice. Product pricing and availability may vary based on the location and network access of the User. We reserve the right to impose purchase restrictions or limits at any time, and we may pass on surcharges or markups. Product pricing may not include the cost of shipping and handling. See Shipping and Logistics section below.

b. Pricing.

The final price of any Product listed by a Seller on the Services will be an amount including all of the following: (i) the price of the Product as established by the Seller (the "Product Price"), (ii) a markup determined by us representing the fees for administering the platform, as applicable, (iii) applicable taxes, and (iv) shipping and handling fees, as shown on the Services (collectively, the "Total Price").

c. Listing Options.

When listing a Product, the Seller may be able to market a listing (i) to the Seller's own internal network and/or (ii) through our network (a "Public Listing"). The Seller's identity will be anonymous for Public Listings; however, you as the Buyer acknowledge and agree that any Order for a Product on a Public Listing is still a contract between you and the applicable Seller. If you are the Seller on a Public Listing, you acknowledge and agree that we may, in our discretion, to facilitate the resolution of disputes or for another reason, disclose your identity to Buyers or prospective purchasers of the applicable Products.

d. Payment Methods.

You represent and warrant that you are the owner of, or for an organizational account, have the right to use, any Linked Account or other means of payment you provide to us and/or the Financial Institution. All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms and may result in cancellation of your Order or termination of your membership or other use of the Services. We may also, in our

sole discretion: (i) request additional information from you prior to accepting an Order, (ii) verify information prior to processing any Order or purchase, or (iii) refuse or cancel an Order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in Product or pricing information, or problems identified by us related to credit or fraud. We reserve the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per Order for any reason. We also reserve the right, in our sole discretion, to prohibit sales to dealers or resellers.

e. Taxes.

Depending on your business status and location, we may be required to collect any applicable taxes, duties, or levies and remit them to the relevant tax authorities. If we are required under tax laws or regulations to report sales-related information, you agree to provide such information to us. If required in the applicable jurisdictions, we reserve the right to collect any taxes from the Buyer or Seller and pay such taxes to the relevant tax authority.

f. Payment Terms.

Each Order will include payment terms agreed by the Buyer and Seller regarding when the Buyer will deliver payment to the Seller for the Order (the "Payment Terms"). The date of payment to the Seller will be either immediate or NetX, where X represents the number of days after the sale takes place. The Financial Institution, not BluePallet, provides the payment processing and funds transfer service to facilitate payment to the Seller in accordance with the Payment Terms. Blue Pallet's services are limited to the transmission of data and other ancillary services.

As a Buyer, you agree that by placing an Order and agreeing to the Payment Terms, you are instructing and authorizing the Financial Institution to debit your Linked Account for the Total Price as of the date agreed pursuant to the Payment Terms and to transfer such amount (net taxes, shipping and handling, and fees owed to BluePallet, which shall be paid to BluePallet or other third parties, as applicable) to the Seller. You authorize BluePallet to transmit your instructions to the Financial Institution to enable the Financial Institution to engage in such funds transfer.

If offered through the Services, Buyers and Sellers may also agree for the Buyer to provide proof of funds by immediately transferring the Total Price from the Buyer's Linked Account to the Buyer's Deposit Account and maintaining such funds in the Deposit Account during the period of time between the Order date and the date upon which the Buyer has agreed to make payment to the Seller ("Deferred Payment"). This payment option may not be available for your Order.

If the Buyer and Seller agree to Deferred Payment, by placing the Order and agreeing to such Payment Terms the Buyer authorizes the Financial Institution to immediately debit the Buyer's Linked Account and to transfer such funds to the

Buyer's Deposit Account and for Buyer to not withdraw such funds unless the Buyer and Seller have agreed to cancel the Order, or otherwise pursuant to these Terms. The Buyer further authorizes the Financial Institution, upon NetX, to transfer the funds from the Buyer's Deposit Account to the Seller (net taxes, shipping and handling and the fees owed to BluePallet, which shall be paid to BluePallet or other third parties, as applicable). BluePallet will transmit the instructions and other applicable data to the Financial Institution on behalf of the Buyer.

If the Buyer has insufficient funds or otherwise fails to deliver full payment in accordance with the Payment Terms, we may defer or cancel further shipments or other Orders, cancel any portion of an unshipped Order, or suspend or terminate the Buyer's account. You further agree that you are liable to BluePallet, and shall pay BluePallet promptly upon demand, any amount due from BluePallet to any third party arising from or related to your use of the Services including (i) any payment for an Order, whether or not authorized by you, (ii) any reversal, return, adjustment or rejection thereof, or (iii) any act or omission of yours, including your failure to have sufficient funds in your Linked Account to make a payment for an Order or any reversal, return, adjustment or rejection thereof.

g. Binding Sale.

Once an order is placed by a Buyer and the Seller accepts such order, each such Buyer and Seller will be deemed to have entered into a binding sale and purchase agreement with one another subject to these Terms unless the Buyer and Seller enter into a separate written agreement and provide notice of that fact to BluePallet. The payment information provided by Buyer will be processed by Financial Institution to remit payment in the amount of the Order. All such sales are binding. Each Buyer who places an Order with respect to any Seller's listing, thereby agrees to accept and pay for the Products, as well as all applicable shipping and handling charges and taxes.

h. Shipping and Logistics.

All shipments of Products will be made 'Free Carrier' or 'FCA' (the Seller's location), where the Buyer takes responsibility for the shipment upon leaving the Seller's warehouse or site. At the time of checkout, a Buyer has the option to either (i) arrange for shipment of the Order using the Buyer's own carrier of choice or (ii) for an additional fee, as shown on the Services, use ECHO's logistics service (the "Logistics Service"). If you opt to use the Logistics Service for an Order, the ECHO Global Logistics, Inc. terms and conditions available at

<https://www.echo.com/themes/custom/echobootstrap/docs/ShipperTermsConditions.pdf> will apply and take precedence over these Terms where the two are inconsistent in relation to the shipment of the Order. If you opt to arrange for shipment of the Order yourself, you agree that you must arrange for the Product to

be picked up within 15 days of the date of the Order (or within another time frame if noted on the Services) to avoid additional fees and/or the cancellation of the Order. If you select the Logistics Service for an Order, you acknowledge and agree that any dispute regarding the fulfillment of the Logistics Service is between you and ECHO Global Logistics, Inc., and not between you and us, and you agree to indemnify and hold us harmless from and against any dispute, claim, or action related to the Logistics Service.

i. Damaged Shipments.

You agree to check your Order for damage immediately upon arrival and note any damage on the delivery receipt. You must notify us of any shortage or damage within five business days of receipt by emailing support@bluepallet.io or calling us at 512-686-3450. You must provide photographs showing any damage.

j. Disputes and Dispute Resolution.

If a Product is (i) of poor quality, (ii) of incorrect quantity, or (iii) not as described in Seller's listing, Buyer must notify us within 5 business days of delivery by initiating a dispute from your Account or by calling us at 512-686-3450. We cannot facilitate any dispute resolution if we are not contacted within that window. No refunds will be available for any cancellation of an Order by Buyer unless one of the conditions in the preceding clauses (i) through (iii) are notified and demonstrated.

We, for the benefit of Users, may elect to assist Users to resolve disputes; however, we do so in our sole and exclusive discretion, and we undertake no formal obligation to resolve disputes between Users or between Users and outside parties. To the extent that we attempt to resolve such disputes: (a) we do so in good faith and based solely on our policies. We will not make judgments regarding legal issues or claims, and (b) each affected User shall promptly respond (in any event within 3 calendar days) to all requests from us as well as cooperate with us with respect to any such dispute. In the event the dispute remains unresolved, we will have the right, but not obligation, to step in and determine how the dispute should be resolved, including, without limitation, issuing a refund, reversing a sale, or requiring the purchasing Buyer to pay for the items in question. As between you and us, you agree that our determination of any dispute is final.

5. Terms for sellers

The provisions of this Section 5 apply solely to Sellers.

a. Application.

Your acceptance of these Terms, and your registration for an Account on the Services, is not an offer by us to you. Your registration for an Account is a request by you to become a Seller of Products on the Services, subject to our acceptance. We

may approve or deny your request at our sole discretion. If you properly register for the Services and if we approve your request, you will be able to display and sell Products on the Services. If we deny your request to become a Seller, you will be prohibited from selling on the Services.

b. Product Ownership.

You may only create listings and accept Orders for Products owned by or in your sole control and which you are capable of fulfilling on your own.

c. Product Listings.

By listing a Product on the Services, you warrant that all aspects of the Product comply with all applicable laws and all provisions of these Terms. You also warrant that you may legally sell the Product. You agree that you will accurately describe the product and all terms of sale in its listing on the Services. You agree that each listing may only include text descriptions, graphics, pictures, and other content applicable to the sale of that particular Product. All Products must be listed in an appropriate category with appropriate tags. Each listing must accurately and completely describe the Product for sale in that listing. Each unique Product must have its own listing. The price stated in each listing must be an accurate representation of the sale. You may not misrepresent the product's location or use another User's account without permission. By posting images and information on the Services, you represent and warrant that that (a) the applicable Products will be in conformity with such posted information as well as all applicable laws and industry standards, and (b) the posted images and information themselves do not infringe on anyone else's copyright or intellectual property rights.

CHEMICALS ARE HIGHLY REGULATED BY LOCAL, STATE, AND FEDERAL LAWS. COMPLIANCE WITH SUCH LAWS IS YOUR SOLE RESPONSIBILITY, INCLUDING, BUT NOT LIMITED TO, PROPER PREPARATION AND MAINTENANCE OF ALL REQUIRED DOCUMENTATION. WE ARE NOT AND CANNOT BE RESPONSIBLE FOR ENSURING COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, AND YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY FAILURE TO SO COMPLY.

d. Payments Received into Deposit Account.

In order to receive a payment for Orders you must establish a Deposit Account directly with Financial Institution by entering into the Financial Institutional Demand Deposit Account Agreement and provide a Linked Account to be linked to your Deposit Account. You acknowledge that all payment processing and receipt and transmission of funds is performed by the Financial Institution, not BluePallet.

By entering into these Terms and accepting an Order, you instruct and direct the Financial Institution to accept on your behalf funds paid by the Buyer and to deliver

such funds to your Deposit Account. You further authorize the Financial Institution, promptly upon the delivery of funds to your Deposit Account, to transfer such funds to your Linked Account, or such other external bank account as you may designate from time to time. By accepting these Terms you authorize us to deliver instructions and other data to the Financial Institution to enable the Financial Institution to provide such fund receipt and transfer services.

e. Refunds and Amounts Owed to BluePallet.

You agree that you are obligated to issue a refund to a Buyer if a Product with respect to an Order is found to be: (i) of poor quality, (ii) of incorrect quantity, (iii) not as described in a listing, or (iv) cancelled by Buyer for good cause. A cancellation by Buyer after the date of shipment set forth on the applicable listing shall be deemed without good cause, unless one of the conditions in the preceding clauses (i) through (iv) are satisfied. You further agree that BluePallet may, in its discretion, issue such refund to the Buyer on your behalf, and if BluePallet has issued such refund, you are liable to BluePallet for such amounts.

You are liable to BluePallet, and shall pay BluePallet promptly upon demand for (i) any amount paid by BluePallet to a third party or (ii) any amount owed by BluePallet to a third party, in each case including a Buyer or the Financial Institution, in connection with your Products or your use of the Services, including, but not limited to, the following events: (a) we provide a refund to a Buyer or other adjustments to Buyers in connection with Orders (whether for poor quality, or any other fault of yours), (b) we discover erroneous or duplicate transactions related to you, (c) we receive a reversal, return or adjustment of payment for the amount of a Buyer's purchase from you, or (d) you violate these Terms. We reserve the right to obtain amounts you owe to us by deducting from future payments owed to you, reversing any credits to your account balance, offsetting against any amount received or held in your Deposit Account, charging your Deposit Account or Linked Account, or seeking reimbursement from you by any other lawful means, including by using third-party collections services. You authorize us to use any or all of the foregoing methods to seek payment from you and grant us the right to any amounts received in your Deposit Account to offset amounts owed to us.

f. Order Preparation.

You must prepare and make available all Products in an Order strictly according to the specifications of the listing and Order.

g. User Information.

You are solely responsible for complying with all applicable international, state, and federal laws, including those governing your use and disclosure of User information. Although we may provide platforms for you to serve Buyers, you must

provide Users with all requisite disclosures relative to the collection of personally identifiable information of Users by Sellers.

h. Circumvention of the Services.

Any action you take to avoid paying a fee is strictly prohibited. This includes, for example, encouraging Buyers to purchase a Product through a venue that is not the Services. A transaction initiated on the Services may not be completed off the Services. You acknowledge and agree that the price for a Product set forth in its listing description is an accurate representation of the sale.

i. Suspended or Terminated Accounts.

If your Account is suspended or terminated, you remain obligated to pay us for all unpaid fees, reimbursements, and/or other amounts due and payable under these Terms. All payments owed between you and/or us pursuant to these Terms will be paid by the respective responsible party within 60 days after the effective date of termination.

6. Permitted uses/license

You are authorized to access the Site for the sole purpose of viewing and using the Services on your computer or device. We authorize you to copy materials from the Services to your hard drive solely for the purpose of viewing and using the Services on your computer.

You may not decompile, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site, the Services, or any data thereon. You may not use any robot, spider, or other automatic device or manual process to monitor or copy the Site or its content without our prior written permission. Your failure to abide by these conditions will immediately terminate your right to access the Site or to use the Services and may violate our intellectual property rights or the intellectual property rights of third parties.

7. Location-based services

Some of the Services may require that location functionality be enabled on the relevant device in order to work properly. You acknowledge and agree that if location permissions and functionalities are not enabled on the device with which you access the Services, the Services may not work appropriately or at all. We will use any location information we receive from you in accordance with our Privacy Policy.

8. Third Party Sites

The Site may contain links to websites we do not operate, control, or maintain ("Third Party Websites"). We do not endorse any Third Party Websites, and we make no representation or warranty in any respect regarding the Third Party Websites. Any links to Third Party Websites on the Site are provided solely for your

convenience. If you do access any Third Party Websites, you do so at your own risk and waive any and all claims against us regarding the Third Party Websites or our links thereto.

9. Content, Material, and Licenses.

a. Our Intellectual Property.

We own all legal rights, title, and interest in and to the Site and Services, including any intellectual property rights which subsist in the Site or Services, whether those rights happen to be registered or not, and wherever those rights may exist. You have no right to use any of our trade names, trademarks, service marks, logos, domain names, and other distinctive brand features, and trade dress, including as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner.

b. BluePallet Generated Content.

You release to us all rights to exhibit any image created or otherwise generated by you and thereafter made available by you to us (whether by posting on the Site or otherwise) (collectively, "BluePallet Generated Content") in any and all media, now or hereafter known, publicly or privately, even if it includes or otherwise encompasses any work that you may claim copyright upon. You further acknowledge and agree that you have no right, title, or interest in or to any of the BluePallet Generated Content and hereby release and hold harmless us and our successors and assigns from any damages or liability relating to or arising from any use of or modification or alteration to any of the BluePallet Generated Content; and hereby waive any claims you may have based on any use of the BluePallet Generated Content or works derived therefrom. You further acknowledge and understand that, in the event your Account is terminated (for any reason and whether by us or you), you shall have no right to use any BluePallet Generated Content, absent the express, written content of us, and must promptly remove any BluePallet Generated Content from any materials published or distributed in any forum (online or otherwise.)

c. User Content.

We do not claim ownership rights in content which is content generated solely by you and expressly defined as not including BluePallet Generated Content (hereafter, "User Content"). However, by submitting User Content to the Site, you grant us (and our affiliated third-party websites and their operators) a license to fully enable us (and affiliates) to use any information or User Content you supply us, so that we are not violating any rights you might have in that User Content. By submitting User Content to the Site, you further grant us and our affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the User Content, in any media now known or not currently known, with respect to the User Content. You agree to allow us and our affiliates to

store or re-format your User Content on or through the Services and display your User Content on or through the Services in any way we choose (including for advertising, marketing, or other promotional purposes relative to us). Our use of personal information submitted by Users shall be governed by and in accordance with our Privacy Policy.

d. Seller Account.

If you are a Seller, until 60 days after an effective termination of your Account pursuant to these Terms, you explicitly grant to us (and our affiliated third-party websites and their operators) a worldwide, royalty free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute any User Content, you submit, post, or display on or through the Services (including affiliated third-party websites). You are solely responsible to ensure the User Content posted is of your own images, copyright, and intellectual property or that you have the express written consent to use such User Content. You hereby further grant to us the right to promote the services provided to Sellers in our press kits, press releases, and any other promotional materials related to our business. You acknowledge us as the creator and provider of the Site and Services. You acknowledge and agree that you are solely responsible for protecting and enforcing any rights you may have to any User Content that you

submit, post, transmit, or display on, or through, the Services and that we have no obligation to protect or enforce those rights on your behalf.

e. Licenses.

You represent and warrant to us that you have all the rights, power, and authority necessary to grant the above licenses to User Content. As part of a transaction, Sellers may obtain personal information, including email address and shipping information, from another User. Without obtaining prior permission from the other User, this personal information shall only be used for that transaction or for communications related to the Services. We do not grant any Users a license to use any personal information of any other User for unsolicited commercial messages. Without limiting the foregoing and without express consent from the User, you are not licensed to add any other User to any email or physical mail list. By posting User Content on the Services, you acknowledge that it is possible for an outside website or a third party to re-post that User Content. You agree to indemnify and hold us harmless for any dispute, claims or causes that may arise from any such re-posting.

f. Feedback.

We consider any unsolicited suggestions, ideas, proposals, or other material submitted to us by Users (other than the User Content and the tangible items sold on the Services Users) (collectively, the "Material") to be non-confidential and non-proprietary, and we are not liable for the disclosure or use of such Material. If

any User sends Material to improve the Site or Services (regardless of method), we will also consider that Material to be non-confidential and non-proprietary and we will not be liable for use or disclosure of the Material. Any communication by you to us is subject to these Terms. You hereby grant and agree to grant to us, under all of your rights in the Material, a worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully-paid, sublicensable, and transferable right and license to incorporate, use, publish, and exploit such Material for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the Services, documentation, or any product or service, without notice, compensation or accounting to you and without further recourse by you.

10. User conduct

You agree not to use the Site or the Services to take any action or actions that (including with respect to any User Content): (i) are patently offensive in any manner (as determined in our sole discretion), (ii) involve commercial activities without our prior written consent, such as contests or sweepstakes, (iii) are contrary to our public image, goodwill, or reputation, (iv) infringe on our or any third party's intellectual property rights, (v) violate any law, including, but not limited to, the U.S. Export Control Reform Act of 2018 and the Export Administration Regulations, or any third party's legal rights, or that would cause BluePallet to be in violation of any law, including, but not limited to, economic sanctions implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or (vi) "frame" or "mirror" any part of the Site without our prior written consent.

11. Data

You agree that we have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Site and Services, and related systems (for example, anonymous and aggregated information concerning user behavior and use of the Services), and we will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Site Services and for other development, diagnostic, and corrective purposes in connection with the Site and Services and other of our offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

12. Paid services

We may require Services to be paid for ("Paid Services"). We have the right to change, delete, discontinue, or impose conditions on Paid Services or any feature or aspect of a Paid Service. Paid Services may subject you to recurring fees and/or terms. By signing up for a Paid Service, including after any free trial period, you agree to pay us the Paid Services and any applicable taxes as set forth in your Account settings or as otherwise agreed in writing ("Paid Services"). Paid Services may subject you to

fees charged per usage and/or terms. By using Paid Services, you agree to pay the fees and any taxes incurred at the time of usage ("Paid Service Fees").

Paid Service Fees may be paid by credit card, debit card, or other payment forms we may permit. If you link a debit or credit card to your Account, you authorize us to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card.

Unless otherwise provided in Paid Service's terms, Paid Fees will be charged on the 1st of every month until cancelled. You may cancel a Paid Service at any time from your Account settings. If you cancel a Paid Service, you will continue to have access to that Paid Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Paid Fee already due or paid. We reserve the right to change our Paid Fee upon thirty (30) days' advance notice. Your continued use of Paid Services after notice of a change to our Paid Fee will constitute your agreement to such changes.

13. Copyright infringement

We respect the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides a complaint procedure for copyright owners who believe that website material infringes their rights under U.S. copyright law. If you believe that your work has been improperly copied and posted on the website, please provide us with the following information: (i) name, address, telephone number, email address, and an electronic or physical signature of the copyright owner or of the person authorized to act on his/her behalf; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where on the Site the material that you claim is infringing is located; (iv) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (v) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. These requirements must be followed to give us legally sufficient notice of infringement. Send copyright infringement complaints to the following email address: support@bluepallet.io. We suggest that you consult your legal advisor before filing a DMCA notice with our copyright agent. There can be penalties for false claims under the DMCA.

14. Warranty Disclaimer

You agree that the Services are available on an "as is" basis, without any warranty, and that you use the Services at your own risk. We disclaim, to the maximum extent permitted by law, any and all warranties, whether express or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) warranties against infringement of any third party intellectual property or proprietary rights, (c) warranties relating to delays, interruptions, errors, or omissions in the Services or on the Site, (d) warranties relating to the accuracy or correctness of data on the Services, and (e) any other warranties otherwise relating to our performance, nonperformance, or other acts or omissions.

We do not warrant that the Site or the Services will operate error-free or that the Site is free of computer viruses and/or other harmful materials. If your use of the Site or the Services results in the need for servicing or replacing equipment or data, we are not responsible for any such costs. We are also not responsible for, and have no liability to you, with respect to acts or omissions by the Financial Institution.

Some jurisdictions do not allow the exclusion or limitation of certain categories of damages or implied warranties; therefore, the above limitations may not apply to you. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

15. Limitation of liability

Any liability we have to you in connection with these Terms, under any cause of action or theory, is

strictly limited to, in aggregate for all violations, the amount paid to you by us for your use of the Services in the six month period immediately preceding the events giving rise to the claim. Without limiting the previous sentence, in no event shall either of us or any of our affiliates be liable to the other party for any indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with, these Terms. The foregoing limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we or our affiliates have been advised of the possibility of such damages.

You agree to indemnify and hold us harmless for any breach of security or any compromise of your Account, other than those due to a security breach of BluePallet's systems or that are caused by fraud, willful misconduct or gross negligence or BluePallet or its employees.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential; therefore, the above limitations may not apply to you. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

16. Indemnification

"You agree to indemnify and hold harmless us, our affiliates, and our and their officers, directors, partners, agents, and employees from and against any loss, liability, claim, or demand, including reasonable attorneys' fees (collectively, "Claims"), made by any third party due to or arising out of your use of the Site and Services in violation of these Terms, any breach of the representations and warranties you make in these Terms, your use of the funds transfer service provided by the Financial Institution, or your User Content, provided that you shall not be obligated to indemnify us to the extent such Claims arise from our own violation of these Terms, or the fraud, willful misconduct or gross negligence of BluePallet or its employees. You agree to be solely responsible for defending any Claims against or

suffered by us, subject to our right to participate with counsel of our own choosing, at our own expense."

17. Electronic signature and notices

Certain activities on the Services may require you to make an electronic signature. You understand and accept that an electronic signature has the same legal rights and obligations as a physical signature.

If you have an Account, you agree that we may provide you any and all required notices electronically through your Account or other electronic means. You agree that we are not responsible for any delivery fees charged to you as a result of your receipt of our electronic notices.

18. Governing law

These Terms are governed by Texas law, without giving effect to conflicts of law principles. You agree that, to the extent applicable and expressly subject to the dispute resolution provisions below, to submit to the exclusive jurisdiction of the state and federal courts located in Austin, Texas, in circumstances where these Terms permit litigation in court.

19. Dispute resolution

Please read this section carefully. It contains procedures for mandatory binding arbitration and a class action waiver.

a. Notice Requirement and Informal Dispute Resolution.

Before either we or you may seek arbitration, the party seeking arbitration must send the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute and the requested relief. A Notice to us should be sent to: BluePallet, 5501 Balcones Drive #162A, Austin, TX, 78731. After the Notice is received, you and we may attempt to resolve the claim or dispute informally. If we do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

b. Arbitration Rules.

Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules

are in conflict with the Terms. The AAA Commercial Arbitration Rules (the "Arbitration Rules") governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) shall be resolved through binding non-appearance based arbitration. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in Austin, Texas, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

c. Additional Rules for Non-Appearance Based Arbitration.

The arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

d. Time Limits.

If either you or we pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

e. Authority of Arbitrator.

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the parties involved, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

f. Waiver of Jury Trial.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead

electing that all claims and disputes shall be resolved by arbitration under these terms. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND WE WAIVE

ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. g. Waiver of Class or Consolidated Actions.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION 19 MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

h. Confidentiality.

All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. You agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Section 19, to enforce an arbitration award, or to seek injunctive or equitable relief.

i. Severability.

If any part or parts of this Section 19 are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Section 19 shall continue in full force and effect.

j. Right to Waive.

Any or all of the rights and limitations set forth in this Section 19 may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Section 19.

k. Survival of Agreement.

This Section 19 will survive the termination of your relationship with us.

l. Small Claims Court.

Notwithstanding the foregoing, either you or we may bring an individual action in small claims court.

m. Emergency Equitable Relief.

Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section 19.

n. Claims Not Subject to Arbitration.

Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of our patent, copyright, trademark, or trade secrets rights shall not be subject to this Section 19.

20. Notice for California Users.

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

21. Miscellaneous.

We may assign, transfer, delegate, or otherwise hypothecate our rights under these Terms in our sole discretion. If we fail to enforce a provision of these Terms, you agree that such a failure does not constitute a waiver to enforce the provision (or any other provision hereunder). If any provision of these Terms is held or made invalid, the invalidity does not affect the remainder of these Terms. We reserve all rights not expressly granted in these Terms and disclaim all implied licenses.