

**Last updated: October 1, 2015**

Thank you for using LTD Software LLC dba List on Jet.com (“List on Jet.com”, “we” or “us”) eCommerce automation services (“Services”). Please read the terms of this software as a service agreement (“Agreement”) carefully as they form a contract between you, the subscriber, and us.

By accessing and using the Services, you are agreeing to be bound by the terms of this Agreement. If you will be using the Services on behalf of an organization, you represent that you are an owner or employee of the organization, that you agree to these terms on behalf of that organization, and that you have the authority to bind that organization to this Agreement. In such case, “you” and “your” will refer to that organization.

**Please note that except for those contained in the Service Level Agreement described in Section 17, List on Jet.com does not provide any warranties for the Services. This Agreement also limits List on Jet.com’s liability to you. See Sections 18, 19, and 20 for details.**

**1. Subscription Fee.** The Services are billed on a subscription basis. This means that you will be billed in advance on a recurring, periodic basis. Your subscription will automatically renew at the end of each billing cycle unless you cancel your subscription. If you cancel your subscription, your access to the Services will continue until the end of that billing cycle. You will not receive a prorated refund of your subscription fee for any time during which you do not use the Services.

**2. Third-Party Fees.** Some third-party services, such as creating shipping labels with prepaid postage, will incur additional fees. You are responsible for these third-party fees in addition to the subscription fee.

**3. Price Changes.** List on Jet.com may change the subscription fee charged for the Services at any time. The change will become effective only at the end of the then-current billing cycle of your subscription. You agree to receive electronic notification of price changes and promotional offers. Third parties, such as the US Postal Service, may change their fees for third-party services at any time and without notice.

**4. Payments and Refunds.** You are responsible for keeping your billing information up to date and your account current. You promise that you have authority to use the payment method you use to pay for your subscription. If we need to issue you a refund, we will credit the same account you use to pay for your subscription.

**5. Product Listing Limits.** You will not be limited to a certain number of product listings per month. However, we reserve the right to add additional pricing tiers based on the number of product listings created in a given billing cycle.

**6. Your Content.** In the course of using the Services, you may provide content to List on Jet.com (your “Content”). Your Content may include, but is not limited to, product images, logo or trademark images, sales order data, customer information, product information, feedback you provide to us, and your user IDs and passwords for external accounts you choose to integrate through the Services. You promise that you have the right and authority to use any Content you provide to List on Jet.com.

You acknowledge that if your access to the Services is suspended, cancelled, or terminated, you will not be able to use the Services to access your Content. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, List on Jet.com will not be liable for any loss or corruption of your Content.

**7. Limited License to Your Content.** You retain ownership of all of your intellectual property rights in your Content. You grant List on Jet.com a royalty-free license to reproduce, distribute, make publicly available, and otherwise use your Content, but only for the limited purposes of providing the Services to you. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide List on Jet.com with feedback about the Services, you agree that we may use your feedback and your name for business purposes.

**8. Your Account.** You must have an account in order to access and use the Services.

**-You agree to provide accurate information when creating your account, and you agree to keep that information up to date. You agree to notify List on Jet.com if you become aware of any unauthorized use of your account.**

-Your login may only be used by one person or entity (as the case may be) a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like. You are responsible for maintaining the security of your account and password.

-List on Jet.com cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

-You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).

-You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

**9. Account Termination.** List on Jet.com may terminate your account and your access to the Services at any time and for any or no reason. Where possible, we will provide you with reasonable advance notice before your account is terminated. If your account is terminated by us for reasons other than your breach of the terms of this Agreement, you will receive a refund of the subscription fee you paid for the current billing cycle. You acknowledge that if your account is terminated you will not be able to use the Services to access to your Content.

**10. Account Cancellation.** Though we will be sad to see you go, you may cancel automatic renewal on your subscription at any time through your Services account profile page, by contacting our customer support team. Your subscription will continue until the end of the current billing cycle before terminating. If you cancel your subscription in the middle of a billing cycle, you will not receive a refund for any period of time you do not use the Services. You acknowledge that you will not be able to use the Services to access your Content after your subscription has terminated at the end of the billing cycle.

**11. Free Trial and Beta Users.** If you have signed up for a free trial or as a beta user, all of the terms of this Agreement apply to you.

**12. Intellectual Property Ownership.** You own Your Content. List on Jet.com (or its licensors)

exclusively owns all right, title and interest in and to the Services and its Content. Nothing in the Agreement implies any transfer to you of any ownership interest in the Services and you hereby assign to us all intellectual property rights in the Services that You may have acquired by law or otherwise.

**13. List on Jet.com's Retained Rights.** Your access to the Services is nonexclusive, nontransferable, and may be revoked. Neither this Agreement nor your use of the Services grants you any ownership in the Services, the content you access through the Services (other than your Content), or any software or hardware used to provide or access the Services. This Agreement does not grant you any right to use List on Jet.com's trademarks or other brand elements. No rights to any source code are granted and you shall not itself, or through any third party, reverse engineer, disassemble, decompile or otherwise attempt to derive source code or design information regarding any Services and are not permitted to make any modifications to Services. You may not remove or obscure any copyright, patent, trademark, trade secret or similar proprietary notice affixed to any Services. You agree that the underlying structure, sequence, organization and source code of the Services are valuable trade secrets of List on Jet.com and shall remain strictly confidential. List on Jet.com reserves all other rights not explicitly granted to you.

**14. Impermissible Use.** You are responsible for your conduct, Content, and communications with others while using the Services. You agree to use the Services in compliance with applicable law. In addition, you promise that you will not:

- resell, lease, loan, or redistribute the Services to any third party, including using your account to access the Services for the benefit of a third party, unless you obtain written permission from List on Jet.com first;
- interfere with the normal operation of the Services or attempt to access the Services using a method other than through the interfaces that we provide;
- reverse engineer, disassemble, or decompile the software used to provide or access the Services;
- use the Services to send viruses, malware, or other types of malicious software, or links to such software; - use the Services to send junk mail, spam, or any other form of unauthorized, duplicative, or unsolicited messages;
- use the Services to store or transmit inappropriate Content, such as Content containing unlawful, defamatory, threatening, pornographic, libelous or otherwise objectionable material of any kind;
- use the Services to encourage conduct that could constitute a criminal offense;
- use the Services to abuse, harass, stalk, or otherwise violate the legal rights of a third party; or
- cause, in List on Jet.com's sole discretion, inordinate burden on the Services or List on Jet.com's system resources or capacity.

### **13. Legality of Goods.**

If you sell or purchase firearms using the Services, you agree to comply with all applicable legal requirements for the sale, transfer and transport of an item, including but not limited to statutes, regulations or requirements of any country, state, locality, province, municipality or other government authority or regulatory entity regarding sales or auctions, the sale and/or transfer of any Item (including firearms, ammunition, black powder or any other item), export or import control, taxation, duties or tariffs, presence or licensing of brokers (the foregoing, "Legal Requirements") governing the specific requirements for transfer and shipping of firearms. You covenant and agree that: (i) you will comply with all applicable Legal Requirements in listing, selling, purchasing, transferring and shipping Items; (ii) you shall be solely responsible for compliance with all applicable export or import controls with respect to

these transactions with respect to Items purchased or sold by you, (iii) you shall comply with all Legal Requirements regarding the reporting, collection, withholding and payment of all taxes and duties applicable to the sale, export and transport of each Item; (iv) you shall not engage in bid rigging or sale price manipulation of any kind on any Item; and (v) you shall comply with the following required terms of sale using the Services:

- In the U.S., Firearms (as defined below) must be shipped only to a Federal Firearms License (FFL) holder. Buyer must transmit a copy of his/her (or his/her transfer dealer's) license to the seller before the Item can be shipped. Buyer must make arrangements with a [Transfer Dealer](#) before placing a bid. For purposes of this Agreement, "Firearms" and "Ammunition" shall have the meanings given in the Gun Control Act of 1968, 18 U.S.C. §§ 101 et seq.
- Items may not be sold or shipped contrary to state and local Legal Requirements, which may vary considerably. For example, Items such as Ammunition or knives may require government-issued proof of age before they can be shipped to certain states, and in some states, certain types of knives or Ammunition may not be sold or shipped at all.

U.S. Requirements. If you or the Items you are bidding upon are located within the U.S. or owned by persons located within the U.S., you additionally warrant that you are familiar with the U.S. statutes and regulations governing export controls, sanctions and embargoes, and you additionally agree that: (i) you are not a national of or located in any country embargoed by the United States, and (ii) you are not on the [Excluded Parties List System](#), the [Specially Designated Nationals List](#), or the [Denied Persons List](#), and You are not listed on any other lists maintained by the U.S. federal government which prohibits or restricts participating in commercial or other transactions, and You are not using or accessing the Site on behalf of a party who is on any such lists.

Prohibited Listings. You must have the legal right to sell any items you sell. You may not list the following through our Services: (a) live animals; (b) human body parts (e.g., relics, skulls, human remains or other parts); (c) bulk email lists; (d) illegal weapons, instructions, kits, plans, or parts designed to illegally convert firearms to full-auto fire; (e) instructions, kits, plans, or parts designed to illegally build silencers; (f) instructions on how to build bombs or explosives; (g) unauthorized replicas, (h) items containing faces, names or signatures of any person unless authorized by that person; (i) hazardous, restricted or toxic materials or substances; or (j) multi-level marketing or similar programs. You may not list any item that would cause us or you to violate any applicable law, statute, ordinance or regulation. You may not list any Item that is stolen or counterfeit. Your Listing may not be defamatory, libelous, threatening or harassing; and it may not contain obscenity or child pornography.

**14. Changes to this Agreement.** List on Jet.com may change the terms of this Agreement at any time for a variety of reasons, such as to address changes in applicable law or updates to the Services. A current version of this Agreement will be posted on the List on Jet.com website and will also be available through the Services user interface. You agree to receive electronic notification of changes to the terms of this Agreement. If you do not agree to all of the changes, you should stop using the Services, because by continuing to use the Services you indicate your Agreement to be bound by the updated terms.

**15. Changes to the Services.** List on Jet.com is constantly improving the Services. List on Jet.com, at its sole discretion, may add, alter, or remove functionality from the Services at any time without prior notice and may make certain functionality available to some subscribers and not others as part of ongoing beta testing or on a trial basis. List on Jet.com may also limit, suspend, or discontinue the Services at any time. You agree to receive electronic notification of significant changes to the Services.

**16. Privacy and Security.** In order to operate and provide the Service, we may collect certain information about you, your computer or device, and your use of the Services. You acknowledge and agree that we may access or disclose information about you, including the content of your communications, in order to:

- comply with any applicable law, regulation, legal process, or enforceable governmental request; - enforce applicable terms of this Agreement, including investigation of potential violations;
- detect, prevent, or otherwise address fraud, security, or technical issues; or
- protect against harm to List on Jet.com's rights or property or the safety of our users or the public.

**17.** While we work to protect the security of your Content and account, List on Jet.com cannot guarantee that unauthorized third parties will not be able to defeat our security measures. You acknowledge that your information and that of your buyers' information (personal or otherwise) may be transmitted to the United States or European jurisdictions as a result of us providing the Services. We and third parties use "cookies" or similar technologies to track browsing and purchasing habits. Customer must comply with all applicable laws concerning "cookie" disclosures to consumers, including any opt in and opt out requirements. **Service Level Agreement.** For each continuous 24-hour period that you are unable to access the Services due to a failure of List on Jet.com's software or hardware, you may contact List on Jet.com and request a credit equal to half of the subscription fee you actually paid to List on Jet.com for that billing cycle. However, in no event will List on Jet.com credit to you more than the full subscription fee actually paid by you for the billing cycle during which the outage(s) occurred.

**18. No Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." LIST ON JET.COM DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LIST ON JET.COM DOES NOT MAKE ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF HARMFUL COMPONENTS, OR THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

**18.Exclusion of Certain Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIST ON JET.COM AND ITS AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, OR LOSS OF DATA) THAT ARISE OUT OF OR IN CONNECTION WITH THE SERVICES AND THIS AGREEMENT, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF LIST ON JET.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**19. Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF LIST ON JET.COM AND ITS AGENTS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY YOU TO LIST ON JET.COM FOR USE OF THE SERVICES AT ISSUE DURING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE LIABILITY OCCURRED.

**20. Indemnification.** To the extent permitted by law, you will defend List on Jet.com against any cost, loss, damage, or other liability arising from any third party claim or demand that any Content provided by you, or your use of the Service violates applicable law or the terms of this Agreement. List on Jet.com will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

**21. Arbitration Agreement.** For any dispute you have with List on Jet.com, you agree to first contact us and attempt to resolve the dispute with us informally. If List on Jet.com is not able to resolve the dispute with you informally, we each agree to resolve any dispute (excluding claims for injunctive or other equitable relief) relating to this Agreement by binding arbitration by the American Arbitration Association ("AAA"). We each agree to be bound by AAA's rules and procedures applicable at the time, including the AAA's Supplementary Procedures for Consumer-Related Disputes, if appropriate, as modified by our Arbitration Agreement. Each party will be responsible for paying any AAA filing, administrative, and arbitrator fees in accordance with AAA rules. The arbitrator will decide the substance of all claims in accordance with the laws of the State of North Carolina and such arbitration shall be held within city of Charlotte, North Carolina, and will honor all claims of privilege recognized by law. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND LIST ON JET.COM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

**24. Claims are Time-Barred.** You agree that regardless of any statute or law to the contrary or the applicable dispute resolution process, any claim or cause of action you may have arising out of or related to the use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or you agree to be forever barred from bringing such claim.

**25. Governing Law and Jurisdiction.** These terms are governed by the laws of the State of North Carolina without regard to its conflict of laws provisions. Unless prohibited by applicable law, each party submits to the exclusive jurisdiction of the state or federal courts located in Mecklenburg County, North Carolina.

**26. Entire Agreement.** The terms of this Agreement constitute the entire agreement between you and List on Jet.com, and they supersede any other prior or contemporaneous agreements, written or oral, concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of this Agreement, and are void.

**27. Independent Contractors.** The relationship between you and List on Jet.com is that of independent contractors, and not legal partners, employees, or agents of each other.

**28. No Waiver.** A party's failure or delay to enforce a provision of this Agreement is not a waiver of its right to do so later.

**29. Severability.** If any term of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of the terms will remain in full effect.

**30. Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.

**31. UCITA.** The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

**32. Assignment.** Neither party may assign this Agreement without the other party's prior written consent, except that List on Jet.com may assign this Agreement without consent in the case of a reorganization, merger, consolidation, or sale of all or substantially all of its assets.

**33. Notice.** Any notice required or permitted by this Agreement shall be in writing and deemed delivered if delivered (a) by personal delivery when delivered, (b) by overnight courier upon written verification of receipt, (c) by telecopy or facsimile transmission when confirmed by telecopy or facsimile transmission report, (d) by certified or registered mail, return receipt requested, upon verification of receipt or (e) by email notification as long as "NOTICE" or "LEGAL NOTICE" appears in the subject line of the email and the email is set up to show a delivery confirmation. Notices must be sent to the contacts and address given or any new address provided by the permitted notice methods.