

TERMS OF USE

Welcome to Unitiques!

We will use the following terms throughout this document:

- “Terms” - These Terms of Use, which are a legally binding agreement that governs your access to our Services.
- “Unitiques”, “we”, “us” or “our” - Unitiques, LLC.
- “Services” - the www.unitiques.com website, its subdomains, any other sites or media that redirect to the www.unitiques.com website or subdomain, our mobile applications and the services that we make available to you through these media.
- “Privacy Policy” - our Privacy Policy, available [here](#).
- “Item” - something that is made available for sale using our Services, which may include, without limitation, clothing, furniture, electronics, textbooks, event tickets, cleaning services or other merchandise or services.
- “Student” - an individual who has an email address ending in “.edu”, or had one at the time of signing up for our Services, and who is not necessarily enrolled in an educational program at the current time. Each student has a “Store.”
- “Guest” - an individual who signed up for our Services, without the using a “.edu” email address.
- “Member” - an individual who is either a Student or a Guest, that has created an account, excluding Merchants.
- “Merchant” - A third party store or business that sells Items through our Services.
- “Store” - a Member or Merchant’s profile on Unitiques where Items are sold.
- “Seller” - a Member or Merchant who uploads an Item for sale.
- “Buyer” - a Member or Merchant who purchases an Item listed on Unitiques.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND UNITIQUES, LLC ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN THE ARBITRATION SECTION (SEE SECTION 14 "AGREEMENT TO ARBITRATE").

1. Acceptance of Terms

PLEASE REVIEW THESE TERMS BEFORE USING OUR SERVICES, AS THEY MAY HAVE CHANGED SINCE YOUR LAST VISIT. IF YOU ARE VIEWING THIS ON YOUR MOBILE DEVICE, YOU CAN ALSO VIEW THESE TERMS VIA A WEB BROWSER AT <http://unitiques.com/terms>. IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT USE OUR SERVICES. BY USING OUR SERVICES, YOU REPRESENT TO US THAT YOU ARE AT LEAST 18 YEARS OLD AND HEREBY INDICATE YOUR UNCONDITIONAL ACCEPTANCE OF THESE TERMS.

We reserve the right to revise these Terms in our sole discretion at any time and without prior notice to you other than by posting the revised Terms via our Services. Revisions to these Terms are effective upon posting. These Terms will be identified as of the most recent date of revision. Your continued use of our Services after a revised version of these Terms has been posted on our Services constitutes your binding acceptance of the revised Terms.

2. Our Services:

(a) Selling

Item listings on Unitiques may only include Content relevant to the sale of the Item. All Items must be listed in the appropriate category, with the appropriate tags. Each listing must accurately and completely describe the Item(s) for sale in that listing. As a non-Merchant seller, you may provide valid bank account info (account number and routing number) to facilitate receiving funds from a buyer, or you may agree to another payment method with a buyer. If you receive payment using your Unitiques Account, we have the right to charge you fees in accordance with the fees set forth on our Services from time to time, and such fees may vary depending on the nature of the Item, the region and other factors. As a non-Merchant seller, You agree to make a good faith attempt to fulfill each transaction that you enter into. Members and Merchants can upload Items to sell. You agree that you are legally able to sell all Items listed. Unitiques strictly prohibits the sale of illegal Items, including but not limited to: replicas or fakes, furs of endangered species, anything requiring a prescription, or stolen goods. Unitiques reserves the right to terminate your use of its Services at any time and for any reason in its sole discretion. Members and Merchants have sole responsibility over the quality, safety, morality, legality, and any other aspect of Items listed for sale. Members and Merchants have sole responsibility over the truth or accuracy of

any Item they list, and their ability to sell Items listed. You agree that we are not responsible or liable for any Content (as defined below), including but not limited to data, text, information, any Member's name, store name, graphics, images, photographs, profiles, messages, prices, Items and links posted by any Member or Merchant. Members and Merchants are responsible for determining whether to enter into an exchange, when and how to accept payment for an exchange and any other exchange logistics. We may also impose limits on the certain features of the Services or restrict your access to part or all of the Services without notice to you. You use our Service at your own risk.

Pricing is determined by Unitiques in its sole discretion. Sellers set "Your Price" (Your Price directly equals to the amount the Seller will earn on the transaction) from upload. Unitiques then calculates a Listing Price (Your Price + delivery fees + processing fees = Listing Price). It is in Unitiques sole discretion to determine the Listing Price which directly equals to the amount the Buyer will pay to purchase the item. Unitiques may adjust the Listing Price at any time without notification or explanation.

Local Selling:

Sellers may list Items for sale through Unitiques' "Local" Service. From upload, click "YES" on "Can It Be Picked Up?" to list your Item "Local" - for sale only on your campus and campuses nearby. We do not transfer ownership of any Items from Sellers to Buyers. We cannot ensure that a Member will actually complete, or pay for a transaction. A Local exchange is defined any exchange that is not UNItiques Online. Local exchanges are typically completed offline, where Buyers and Sellers meet face-to-face. You agree that Unitiques cannot ensure the safety and financial protection of any individual that uses its Local Service. You agree that Unitiques is NOT liable for any potential or real danger as a result of a Local exchange including but not limited to assault, theft, harassment, or death.

UNItiques Online Selling:

Sellers may list Items for sale through Unitiques' "Unitiques Online" Service. From upload, click "Yes" on "Can You Mail It?" to list the Item under Unitiques Online. UNItiques Online is defined as any Item that is purchased online. In a Unitiques Online exchange, Items are typically purchased online with a payment method and mailed to Buyers via USPS mail. Unitiques reserves the right to collect a "processing fee" and "delivery fee" on all Unitiques Online sales.

Sellers will be prompted to provide a "Mailing From" address and Item weight for each Item they upload. Your Mailing From address will only be shared with the Buyer. Unitiques does not control the accuracy of your Mailing From and Item weight. Unitiques does not control the accuracy of the Buyer's mailing address. You agree that it is your responsibility to provide an accurate Mailing From address and Item weight. Failure to provide an accurate Mailing

From address and Item weight AFTER the Item is purchased will result in additional shipping fees. YOU ARE RESPONSIBLE TO PAY THOSE ADDITIONAL SHIPPING FEES.

Unitiques will provide Sellers with a pre-paid, pre-addressed USPS shipping label. Sellers MUST use Unitiques' pre-paid, pre-addressed USPS shipping label to mail the Item. You agree that if you fail to use Unitiques' pre-paid, pre-addressed USPS shipping label you will NOT be paid for your Item and your Item will not be returned.

You are responsible to mail your Item from USPS within 96 hours of the order being placed. You may cancel the order at any time. If you choose to cancel the order, your Item will be completely removed from Unitiques. After 96 hours the order will be cancelled and you will be notified NOT to mail your Item. If you mail a cancelled Item, NOT be paid for your Item and your Item will not be returned.

You agree that you will not be paid for your item, nor will your item be returned IF:

- 1) Your Item is not as listed (not truthful or accurate).
- 2) You mail the incorrect Item.
- 3) Your Item is damaged.
- 4) Your Item is counterfeit or a fake (unless explicitly declared as such and is legal to sell).
- 5) The Item is an Illegal Item or Requires a Prescription.

The list above is not a complete list. It is in Unitiques' sole discretion to decide if you will not be paid for your item, nor will your will item be returned.

You will be paid within 72 hours of the item arriving to the Buyer UNLESS the Buyer "reports a problem." The Buyer only has 72 hours after the item arrives to report a problem. After 72 hours, the item is final sale and you will be automatically paid. If the Buyer reports a problem within the first 72 hours, Unitiques can can not guarantee that you will be paid or that your Item will be returned.

(b) Buying

You as a Buyer agree and understand that Unitiques is acting solely as a marketplace to facilitate transactions and exchanges. While we facilitate each transaction, we do not take ownership of the Items. You may agree with the Seller to pay the Seller independently of Unitiques but we highly recommend buying all items through Unitiques Online. You agree to make a good faith attempt to fulfill each transaction that you enter into, and to provide the payment to the Seller. You agree to provide accurate, complete and updated payment information. You agree that Unitiques does not control the quality, safety, morality, legality, or any aspect of any Item listed for sale. We have no control over the the truth or accuracy of any Item, nor the ability of Sellers to sell Items. Buyers are responsible for determining whether to enter into an exchange and any other exchange logistics. You agree that we are not

responsible or liable for any Content (as defined below), including but not limited to data, text, information, any Member's name, store name, graphics, images, photographs, profiles, messages, prices, Items and links posted by any Member. We may also impose limits on the certain features of the Services or restrict your access to part or all of the Services without notice to you. You use our Service at your own risk.

Local Buying:

Buyers may purchase Items through Unitiques' "Local" Service. Local purchases typically are completed offline, where Buyers and Sellers meet face-to-face. Unitiques cannot ensure the safety, or financial protection of any individual that uses its Local Service. We cannot ensure that a Seller will actually complete, or accept your transaction. You agree that Unitiques is not responsible for the exchange, or a refund of any kind. You agree that Unitiques is NOT liable for any potential or real danger as a result of a Local exchange including but not limited to assault, theft, harassment, or death.

UNItiques Online Buying:

Buyers may purchase Items through Unitiques' "UNItiques Online" Service. Click "Buy Now" on any Item, to purchase it with a payment method and have the item mailed directly to your mailing address via USPS (tracking information provided).

All sales are final. You will receive the order within 7-10 business days. You will have only one hour after the order is placed to cancel and be refunded. After one hour of placing an order, your purchase is final and can not be cancelled. However, the Seller may cancel your order at any time. If the seller fails to mail your Item within 96 hours of the order placed, the order will be cancelled and you will be refunded. Depending on your provider, the refund can take up to 1 full billing cycle to show up on your credit card statement. Additionally, please note that because your order was cancelled shortly after placement, it may not show up in your statement at all (neither a charge nor a refund will show up on your statement). If you applied your balance to purchase an Item, the refund will be credited to your "My Balance" (under "My Account").

Buyers will be prompted to provide a Mailing address and payment method. It is your responsibility to provide an accurate Mailing address and payment method. You agree that if you fail to provide an accurate Mailing address and payment method you will 1) not receive your Item and 2) not be refunded. Your Mailing address will only be shared with the Seller. You consent to Unitiques and its third party payment processor authorizing or reserving a charge on, and charging, your payment card or other payment method for any amount up to the full price of the Items you are purchasing as well as the cost of shipping. You agree to have sufficient funds or credit available at the completion of the intended exchange to ensure that the payment will be collectible. We have partnered with a third party, Authorize.net, to

accept credit cards safely and securely for our customers. Authorize.net payment gateway manages the routing of sensitive information through their credit card processing network. The company adheres to strict industry standards for payment processing including: 128-bit Secure Sockets Layer (SSL) technology for secure Internet Protocol (IP) transactions, Industry leading encryption hardware and software methods and security protocols to protect customer information, and Compliance with the Payment Card Industry Data Security Standard (PCI DSS).

UNItiques Online Payment Protection:

When the Item arrives you must accept the order or report a problem within 48 hours before the Item is automatically accepted. After 48 hours all sales are final. Refunds are only issued for purchases completed with the through Unitiques's "UNItiques Online" Service and mailed via USPS with Unitiques' pre-paid, pre-addressed shipping label.

We will give you a full refund if:

- 1) The Item is not as listed (not truthful or accurate).
- 2) The Item is incorrect.
- 3) The Item has undisclosed damages.
- 4) The Item is a counterfeit or a fake (unless explicitly declared as such).
- 5) The Item never shipped.

The list above is not a complete list.

You must report a problem above, or any problem to orders@UNItiques.com. Unitiques will in its sole discretion verify your report. You agree that you may be asked to return the Item within 5 days to be eligible for a refund.

You agree that you are NOT eligible for a refund if (including but not limited to):

- 1) Item is not your style
- 2) Item does not fit you
- 3) You do not like your Item or you change your mind.

The list above is not a complete list.

3. Member Eligibility

(a) Age: You must be at least 18 years old to use Unitiques. By using our Services, you represent to us that you are 18 years of age or older. If you are under the age of 18, you

agree that you at all times use the Service only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In all cases, the adult is the Member and is responsible for any and all activities.

(b) No Restrictions: You represent and warrant to us that you are not currently restricted from the Service, or not otherwise prohibited from having a Unitiques account and have full power and authority to agree to these Terms and doing so will not violate any other agreement to which you are a party. We may, in our sole discretion, refuse to offer access to or use of the Service to any person or entity and change our criteria at any time.

(c) Failure to Qualify: If you do not qualify to join Unitiques, you are not permitted to use the Service and you shall not use the Service.

(d) Merchant Qualifications: You understand and agree that we may have separate qualifications for you to become a Merchant. We reserve the right to refuse any request to allow an individual or entity to become a Merchant, for any or no reason, including without limitation the desirability of Items offered for sale, the nature of the Items or any other reason.

(e) Creating an Account and Contributing Content Unitiques does not warrant that product or service descriptions or other Member Generated or Third Party Content of this Service is accurate, complete, reliable, current, or error-free. If you are dissatisfied with the Service, please provide feedback through the provided feedback mechanisms. Your only other remedy (and Unitiques' sole liability) with respect to any dissatisfaction with the Service, these Terms or the Privacy Policy is to cease using Unitiques and terminate your Account.

You agree that Unitiques does not control or guarantee that any Member or Merchant is who they say they are. Unitiques can only confirm that Student Members create an account using a valid .edu email.

4. Your Account:

Certain content may be viewed on Unitiques without creating an account, including but not limited to Items in the market.

Students Accounts have "full access" to Unitiques including but not limited to the contact information of all other Members. Students are required to create accounts using a verified .edu email address. You agree that Unitiques reserves the right to issue any Member a Student Account.

Guests have "limited access" to Unitiques including but not limited to being restricted from Local Selling.

You may use your Account to view posts, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, projects, other materials and/or information, associated trademarks and copyrightable works, and/or other content (collectively, "Content") created by other Member ("Member Generated Content"), by third parties ("Third Party Content") or by Unitiques ("Unitiques Content").

Please refer to our Privacy Policy for information about how we protect your Account and Your Content.

To create your Account, you must provide certain personal information about yourself, including but not limited to your name, graduation year, phone number and picture. You will also have the option to provide additional Store information, such as interests or friends.

You may also have the option to link a specified credit card, debit card or other payment method account to your Account.

We may from time to time provide the ability to register with Unitiques through your account with certain third party social networking services, including without limitation Facebook (collectively, "SNS"). When you register through your SNS account, you will be asked to login to our Services using your SNS account credentials. By creating an Account via your account with an SNS, you are allowing Unitiques to access your SNS account information and you are agreeing to abide by the applicable terms and conditions of your SNS in your use of our Services via such SNS. You have the option to disable the connection between your Unitiques Account and SNS account at any time by accessing your SNS account and disconnecting access to our Services. If you do so, you will not be able to use your Unitiques Account until such time as you re-establish the connection between your SNS and your Unitiques Account or you can create an Account with Unitiques that is not linked to your SNS account.

You are responsible for ensuring that any personal information you provide is accurate and up to date. Unitiques reserves the right to verify the accuracy of the information you provide at any time. You are responsible for creating a secure password and protecting your Account from unauthorized access. For any portion of the Service that requires a username (Member name) and/or password you are responsible to maintain the privacy of your username (Member name) and/or password. You are responsible for any activity that occurs under your account. You agree to notify Unitiques immediately if you believe your member identification, password or other identifying information has been lost, stolen or otherwise compromised. You will be held responsible for any activity that occurs under your Account.

You also acknowledge and agree that you are solely responsible for all damages or claims that may arise from any access to or use of this Service by any person to whom you have provided your member identification, password or other identifying information, or by any person who has obtained such information from you, including but not limited to any access to or use of our Services that may occur after you have notified us that your member

identification, password or other identifying information has been lost, stolen or otherwise compromised.

You shall not create multiple Accounts or attempt to use someone else's Account. You shall not impersonate, abuse, harass, threaten or intimidate other people from your Account. You shall not engage in any of the following activities: Modifying, copying, distributing, transmitting, reproducing, publishing, licensing, creating derivative works of, framing, transferring, selling or otherwise using any information, products or software from the Services, including without limitation engaging in the practice of "screen scraping" or similar activity.

You shall not:

- Hack into any portion of our Services to affect or change our Services in any way;
 - Modify another website in order to falsely imply affiliation or association with our Services;
- or
- Intimidate, abuse, harass, issue threats or intimidate other people using your Account.

5. Contributing Content:

You agree to comply with all applicable laws regarding online conduct and acceptable Content. By contributing Content to Unitiques, you acknowledge and agree to the following terms and our Privacy Policy. You should only contribute Content if you are comfortable with these terms:

- Your Content will be publicly visible throughout the Service.
- Your Content, including your public account information such as your display name or profile picture, may be indexed by third party search engines, including without limitation Google, which may not remove such information immediately (or ever), even if such information is removed from our Services.
- You will contribute accurate photos and information. You understand that we may remove any Content for any or no reason, and without providing any notice to you.
- You shall comply with all applicable laws (including without limitation U.S. copyright law) with respect to any posted Content.

You represent and warrant to us that

- (i) you own or otherwise possess all rights to use Your Content;
- (ii) You have the permission to use the name and likeness of each identifiable individual person and to use such individual's identifying or personal information;
- (iii) you are authorized to grant all of the rights described in these Terms; and
- (iv) the use of your Content as contemplated by these Terms will not infringe or violate any intellectual property, privacy, publicity, contract or other rights of any person or entity.

- You are solely responsible for Your Content and conduct on our Services. We are not responsible for any use of Your Content in accordance with these Terms.
- Your Content may be modified or adapted (for example, photos may be cropped) in order to meet design and technical requirements of our Services or for any other reason. We do not guarantee that we will retain Your Content in modified or unmodified form, so we recommend that you retain original copies of Your Content.
- As between you and us, Your Content always belongs to you. By uploading, posting, contributing, or otherwise providing Your Content to us, you hereby grant us a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, fully paid up, sublicensable and transferable license to modify, reproduce, distribute, prepare derivative works of, display, publicly perform, translate, alter, exploit and otherwise use Your Content in connection with our Services and/or our business, including without limitation for promoting and redistributing part or all of the Services in any media format and through any media channel. By way of example, Your Content may be included in one of a series of montages (each, a “look book”) developed and copyrighted by Unitiques, and you understand that Unitiques is the exclusive owner of such “look book”, subject to the licenses from each of our licensors. We do not guarantee that we or any of our licensors or other partners will attribute any use of Your Content to you.
- Be sure to review our Privacy Policy to better understand how your public and private information is used and protected. Removal of Your Account and Your Content You may disable your Account at any time via our Services. If you disable your Account, we will use commercially reasonable efforts to stop displaying any public Account information throughout our Services. Please note that even if you disable your Account, Your Content is not removed from our Services, although it will be anonymized. If you later enable your Account, we may not be able to associate your Account with Your Content that was previously associated with your Account. Because other Unitiques members may have acted on Your Content, you may not be able to remove or edit Your Content once you have contributed it to Unitiques. We reserve the right to monitor and review your Account, Your Content and your activity for compliance with these Terms, and may remove or disable your Account or Your Content for any reason, including but not limited to violation of these Terms, alleged infringement of copyrights or verbal, physical, written or other abuse of a Unitiques member, employee, member or officer. We may use commercially reasonable efforts to communicate with you via your Account email address prior to removal of your Account or Your Content, but we are not obligated to do so and cannot be responsible for failure to reach you via email. We reserve the right to terminate or suspend an Account for any defined period of time or indefinitely. You shall not circumvent any technical measures we use to provide our Services. We cannot guarantee access to your Account or Your Content. We have no obligation to retain or provide you with copies of Your Content. We reserve the right to reclaim any username (Member name) created by a Unitiques member on behalf of businesses or individuals that hold legal claim or trademark on that username

(Member name). We also reserve the right to reclaim any username (Member name) created by a Member if that Member's Account has been inactive for at least three (3) months. Your Account may be permanently disabled due to prolonged inactivity. 7.

Permitted Use of the Service We allows Members to access and make personal use of our Services, including but not limited to visiting our websites or using our downloadable applications. You shall not modify the Service, or any portion of it, except with our express written consent. Joining Unitiques is free. However, Unitiques reserves the right to charge for certain features of our Services. Should you elect to subscribe to such features, you shall pay all applicable fees, as described on our Services, in connection with such features. In addition, we are not responsible for the performance of our payment processors or payment processing software. Disputes between Members (related to fees or otherwise) shall be resolved independently between the applicable Members without Unitiques's intervention; You shall not use or attempt to use our Services for any purpose other than for viewing, buying, or selling Items, or for otherwise conducting legitimate business on our Services; you shall not (and shall not allow any third party to) use or attempt to use this Service or upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity, or violates any law or contract,
- is any way unlawful or prohibited, or that is harmful, threatening, abusive, harassing, deceptive, fraudulent, offensive, libelous, defamatory, hateful, offensive, obscene, profane, or otherwise destructive to anyone or their privacy or property, in our discretion,
- transmits any unauthorized or unsolicited advertisements, solicitations, schemes, spam, flooding, or other unsolicited spam or bulk e-mail (including without limited postings to third party social media services which are linked to the Service) or unsolicited commercial communications,
- transmits any harmful or disabling computer codes, files, programs or viruses,
- harvests e-mail addresses or personally identifiable information from Unitiques or invades the privacy of any person,
- creates a false identity or impersonates another person or entity,
- interferes with our network services or the proper working of the Service or activities conducted on the Service,
- uses manual or automated software or other processes to "crawl", "spider", index or in any non transitory manner store or cache information obtained from any page of the Service, except as permitted by our robots.txt file as we may update from time to time,
- attempts to gain unauthorized access to our Service including bypassing measured we may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service),
- promotes, solicits or participates in any multi-level marketing or pyramid schemes,
- exploits children under 18 years of age,
- encourages conduct that would constitute a criminal or civil offense or that advocates the use of illegal drugs,

- that suggests an express or implied affiliation with Unitiques (without the express written permission of Unitiques) or that impersonates any person or entity including an employee or representative of Unitiques,
- that impairs or limits our ability to operate this Service or any other person's ability to access and use this Service. We reserve the right at all times and for any reason or for no reason, in our sole discretion and without notice to you, to deny you access to and use of any of our Services.

You agree not, and will not permit any person or entity, to:

- (i) use, or allow the use of, our Services for any unfair or deceptive practices or in contravention of any federal, state, local, foreign, or other applicable law, or rules and regulations of regulatory or administrative organizations;
- (ii) act in a fraudulent, tortious, malicious, or negligent manner when using our Services;
- (iii) obtain unauthorized access to any computer system through our Services;
- (iv) circumvent, remove or otherwise interfere with any security-related features of our Services, features that prevent copying or using any part of our Services or features that enforce limitations on the use of our Services or any Content; and
- (v) introduce viruses, worms, Trojan horses and/or harmful code to our Services.

You agree that:

UNITIQUES MAKES NO WARRANTIES WITH RESPECT TO ANY Item PURCHASED FROM ANOTHER MEMBER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

You agree that:

FOR EVERY TRANSACTION THAT IS COMMENCED THROUGH OUR SITE, YOU MUST MAKE YOUR OWN INDEPENDENT DETERMINATION REGARDING THE STATEMENTS, PRODUCT DESCRIPTIONS OR THE REPRESENTATIONS OF THE OTHER PARTY AND THE PARTY'S ABILITY TO PAY FOR OR DELIVER THE ITEM(S) OFFERED. PLEASE USE CAUTION, COMMON SENSE, AND PRACTICE SAFE TRADING WHEN DEALING WITH OTHER USERS OR OTHERWISE USING THE SITE.

(d) Taxes: You are responsible for all taxes, whether sales, use, income or otherwise, that arise out of your use of the Services. We recommend consulting with a tax adviser as to whether any transaction on our Service is taxable.

6. Unitiques Moderation:

Unitiques does not oversee the performance or punctuality of sales. Each Member guarantees his or her ability to deliver on transactions initiated by such Member. Unitiques

does not control, is not responsible for and makes no representations or warranties with respect to any Member or Member's conduct. You are solely responsible for your interaction with or reliance on any Member and their conduct. You must perform any necessary, appropriate, prudent or judicious investigation, inquiry, research and due diligence with respect to any Member or Member conduct. Unitiques is under no obligation to become involved in disputes between any Members, or Members and Merchants, or between Members and any third party or Merchant arising in connection with our Services. This includes, but is not limited to, delivery of Items, and any other terms, conditions, warranties or representations associated with posting Items for sale on our Services. Unitiques reserves the right to reject, cancel, interrupt, remove or suspend a post or an Item at any time and for any reason. Unitiques is not liable for any damages as a result of any of those actions. Unitiques' policy is not to comment on the reasons for any of such actions. Unitiques has the right, but not the obligation, to regulate Member Content posted to, stored on or transmitted via Unitiques by any Member (or any other third party in any manner); to regulate conduct (including but not limited to any authorized or unauthorized access to or use of Unitiques) by any Member (or any other third party in any manner); and to enforce these Terms, for any reason and in any manner or by any means that we, in our sole discretion, deem necessary or appropriate (including but not limited to automated and manual screening and the deletion and/or termination of content, accounts and/or all or any use or access). We may, in our sole discretion and without notice, start, stop or modify any regulation or enforcement measures at any time. Unitiques action or inaction to regulate content or conduct or to enforce against any potential violation of these Terms by any Member, Merchant or any other party does not waive our right to implement or not implement regulation or enforcement measures with respect to any subsequent or similar content, conduct or potential violation of these Terms. You also understand and agree that any action or inaction by Unitiques or any of its directors, officers, stockholders, employees, consultants, agents or representatives (collectively, "Unitiques Representatives") to prevent, restrict, redress or regulate Content, or to implement other enforcement measures against any Content, conduct or potential violation of these Terms is undertaken voluntarily and in good faith, and you expressly agree that neither Unitiques nor any Unitiques Representative shall be liable to you or anyone else for any action or inaction to prevent, restrict, redress, or regulate Content, or to implement other enforcement measures against any content, conduct or potential violation of these Terms.

7. Intellectual Property Rights:

We and our licensors own and retain all proprietary rights in our Services. Our Services (or any portion thereof) may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without our express written consent. You may not use any meta tags or any other "hidden text" utilizing Unitiques' name or trademarks without the express written consent of Unitiques. You may not (directly or indirectly) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive source code or underlying ideas or algorithms of any part of our Services, or modify, translate or otherwise create derivative works of any part of our Services. Any modification of content, or any

portion thereof, or use of the content for any other purpose constitutes an infringement of trademark or other proprietary rights of Unitiques or third parties, and any unauthorized use terminates the permission to use our Services granted by Unitiques. All Content included on our Services is the property of Unitiques or its licensors or content/software suppliers and protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of Unitiques and protected by U.S. and international copyright laws. All software used on this site is the property of Unitiques or its software suppliers and protected by United States and international copyright laws. The marks appearing on this Service, including but not limited to Unitiques and any respective logos, emblems, slogans and designs, are trademarks of Unitiques. All other marks used on this Service are the property of their respective owners.

8. Notice & Take Down Procedures

If you believe any Content on our Services infringes your copyright or trademark rights, you may request such content be removed by following the notice and take down procedures of the Digital Millennium Copyright Act. To follow those procedures, contact Unitiques' copyright agent (identified below) and provide the following information:

- A clear statement identifying the works, or other materials believed to be infringed.
- A statement from the copyright holder or authorized representative that the content is believed to be infringing.
- Sufficient information about the location of the allegedly infringing content so that Unitiques can find and verify its existence.
- Your name, telephone number and email address.
- A statement from you under penalty of perjury that the information supplied is accurate, and that you are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

Unitiques' agent for notice of copyright issues on the Service can be reached as follows: Unitiques, LLC 20151 Bahama Street Chatsworth, CA 91311 Attn: Copyright Agent If you are not sure whether material available online infringed upon your copyright, we suggest that you first contact an attorney.

9. Linking to Third Party Websites:

For your convenience, the Service may provide links to products or services, including payment processing services offered on other websites or applications. Unless expressly stated otherwise, Unitiques does not endorse, approve, sponsor or control, and we are not in any way responsible for, any of the content, services, calculations, information, products or materials available at or through any websites to which our Services may provide a link. By using our Services you acknowledge and agree that Unitiques will not be responsible or liable to you or any other person for any damages or claims that might result from your use of such content, services, calculation, information, products or materials. You should carefully

review each website's privacy statements and terms of use to understand your rights and responsibilities. Prices and availability of Items made available by third parties via the Service are subject to change without notice. Errors will be corrected where discovered, and Unitiques reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card charged.

10. Indemnification:

You agree to indemnify and hold Unitiques, its parent, subsidiaries, affiliates, directors, officers, agents, and other partners and employees, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of your Content, Account, use of our Services, or violation of the Terms. This indemnification obligation will survive these Terms and your use of our Services.

11. Disclaimer & Limitation of Liability

THE SERVICE IS PROVIDED BY UNITIQUES ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNITIQUES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR TITLE, AS TO (1) THE OPERATION OF THE SERVICE, (2) THE QUALITY, ACCURACY, COMPLETENESS OR VALIDITY OF ANY UNITIQUES CONTENT, MEMBER-GENERATED CONTENT OR THIRD PARTY CONTENT ON OUR SERVICES, OR THE INFORMATION OR ITEMS INCLUDED OR SOLD ON OUR SERVICES, OR (3) WHETHER THE FUNCTIONS CONTAINED ON THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THIS SERVICE MAY ALSO CONTAIN FACTS, VIEWS, OPINIONS, STATEMENTS AND RECOMMENDATIONS OF THIRD PARTIES. UNITIQUES DOES NOT ENDORSE THE ACCURACY, TIMELINESS OR RELIABILITY OF ANY OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE SERVICE, OR ANY MEMBER CONTENT OR CONDUCT. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, STATEMENT, INFORMATION OR MEMBER CONTENT OR CONDUCT WILL BE AT YOUR SOLE RISK. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL UNITIQUES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE OR THE INFORMATION CONTAINED ON THE SERVICE, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF UNITIQUES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE GREATER OF THE FEES THAT YOU HAVE PAID UNITIQUES IN THE SIX (6)

MONTHS PRECEDING THE CLAIM OR TEN DOLLARS (US \$10.00). CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 USC 2701-2711): UNITIQUES MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SERVICE OR ANY WEBSITE LINKED TO THE SERVICE. While we strive to protect your information in accordance with our Privacy Policy, Unitiques cannot be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Unitiques' equipment, transmitted over networks accessed by our Services, or otherwise connected with your use of the Service.

12. Termination

Unitiques may, in its sole discretion, terminate or suspend your access to all or part of our Services, for any reason, including without limitation your breach of these Terms. In the event that you are unsatisfied with our Services, you may terminate your Account, which will terminate these Terms. In the event these Terms are terminated, the following Sections shall survive in accordance with their terms: 2, 5, 7, 8, 10, 11, 12, 13 and 14.

13. Jurisdiction, Assignment, Governing Law and Severability

Unitiques operates our Services from our offices in the United States. Unitiques makes no representations that content and materials on our Services are legal or appropriate for use from outside the United States. If you choose to access our Services from other locations, you do so at your own risk and are responsible for compliance with any and all local laws, including without limitation laws relating to data privacy, and you hereby consent to the transfer of your personally identifiable information to the United States of America. You may not use the Service in violation of U.S. export laws and regulations. These Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with Unitiques' prior written consent. Unitiques may assign, transfer or delegate any of its rights and obligations hereunder without consent. These Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding the conflicts of laws provisions thereof and the United Nations Convention on the International Sale of Goods. Subject to Section 14, any action brought to enforce these Terms or matters related to the Service will be brought in either the state or federal courts of the Commonwealth of Massachusetts. Any claim or cause of action you have with respect to use of our Services must be commenced within one (1) year after the claim arises. In any action or proceeding to enforce rights under the Terms, the prevailing party will be entitled to recover costs and attorney's fees. If any provision of these Terms is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from these Terms and the

remaining provisions of these Terms will remain in force. These Terms constitute the entire agreement between you and Unitiques concerning your use of the Service.

14. Agreement to Arbitrate:

Except if you opt-out or for disputes relating to your or our intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents), you agree that all disputes between you and us (whether or not such dispute involves a third party) arising out of or relating to these Terms, our Services, and/or our Privacy Policy <http://unitiques.com/privacy> shall be finally resolved by arbitration before a single arbitrator conducted in the English language in Suffolk County, Massachusetts, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and you and we hereby expressly waive trial by jury. You and we shall appoint as sole arbitrator a person mutually agreed by you and us or, if you and we cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these Terms of Use. Any claims brought by you or us must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither you nor us will participate in a class action or class-wide arbitration for any claims covered by these Terms. You hereby waive any and all rights to bring any claims related to these Terms of Use and/or our Privacy Policy <http://unitiques.com/privacy> as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on your own behalf. You may opt out of this Agreement To Arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within thirty (30) days of the date that you first became subject to this arbitration provision. The opt-out notice must state that you do not agree to the Agreement To Arbitrate and must include your name, address, phone number, your Unitiques Account to which the opt-out applies and a clear statement that you want to opt out of this Agreement To Arbitrate. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Agreement To Arbitrate. You must use this address to opt out: Unitiques, LLC. ATTN: Arbitration Opt-out, 20151 Bahama Street, Chatsworth, CA 91311, USA. Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any change to the Arbitration Procedures (other than a change to any notice address or Site link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the change. Moreover, if we seek to terminate the Arbitration Procedures from these Terms, such termination shall not be effective until thirty (30) days after the version

of these Terms not containing the Arbitration Procedures is posted to our Services, and shall not be effective as to any claim that was filed in a legal proceeding against us prior to the effective date of removal. In accordance with Section 12, this Arbitration section will survive the termination of your relationship with us.

15. How To Contact Us:

Should you have any questions regarding these Terms, please contact us at Unitiques, LLC, 20151 Bahama Street, Chatsworth, CA 91311 or email admin@unitiques.com