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Terms of Use

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The ExtremeSneakList application (“App”) is a classified ads platform that connects Sellers to Buyers who are most likely to buy sneakers shoes. The App is owned and managed by ExtremeSneakList LLC (“We”, “Our”, or “Us”).

The Terms of Use (the “Terms”) is the legal agreement between you (“User”) and Us, upon which you are permitted to use, create a profile, and advertise through the App. By downloading, installing, accessing or otherwise using the App, you agree, without limitation or qualification, to be bound by the Terms. If you do not agree to or accept the Terms, you may not download, install, access or use the App.

Additional terms (including, but not limited to, the terms of social media services, third-party payment processors, and third-party fulfillment providers) may apply to particular functionalities and features related to the App.

Note: From time to time, We introduce new features that may only be available to certain users. Provisions of the Terms relating to such new features, including, at the present, the electronic

payments and fulfillment solutions, may not apply to all users.

PLEASE READ THE TERMS CAREFULLY. THE TERMS INCLUDES A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER PROVISION, WHICH AFFECT YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH US. BY ACCESSING OR USING OUR APP, YOU AGREE TO BE BOUND BY ALL TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE ("TERMS"). IF YOU DO NOT AGREE TO THE ENTIRETY OF THE TERMS, DO NOT ACCESS OR USE THE APP.

YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH UTILIZING AN INTERNET-BASED MARKETPLACE AND INTERACTING WITH OTHER USERS IN PERSON AS OUTLINED IN SECTION 17.

Eligibility.

ONLY USERS WHO ARE THIRTEEN (13) YEARS OF AGE OR OLDER MAY REGISTER FOR OR USE THE APP. The App is not targeted towards, nor intended for use by, anyone under the age 13. If you are between the ages of 13 and 18, you may use the App only under the supervision of a parent or legal guardian who agrees to be bound by the Terms and any applicable additional terms. You further represent and warrant that you: (a) have not previously been suspended or removed from using the App; (b) are legally permitted to, and do, live in the United States or one of its territories, and (c) may enter into this agreement without violating any other agreement to which you are a party. If you are registering to use the App on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

Account Registration and Security Responsibilities.

In order to access certain parts of the App, you may be required to create an ExtremeSneakList account (an "Account"). In connection with creating an Account, you must provide certain information ("Registration Data") and answer all questions or fields marked "required." You agree to: (a) provide true, accurate, current and complete Registration Data; (b) maintain and update such Registration Data to keep it true, accurate, current and complete; (c) maintain the security of your Account, including by maintaining the security and confidentiality of your login credentials; and (d) consent to allow Us to contact you for the purpose of confirming some or all of your Registration Data, to conduct research and to resolve disputes, as We may elect to do from time to time.

Purchases From Other Users.

Cash and Other Payments Determined by Users. A Buyer may, by agreement with the Seller, elect to make payment by cash, check or other payment method accepted by the Seller. Such payments are made directly between the Buyer and the Seller when they meet in person to complete their purchase and sale transaction, pursuant to terms they determine. We are not a party to such transactions, and does not facilitate such transactions, refunds or returns in any manner.

Payment Solution. A Buyer and Seller may instead pay with and accept credit cards and other electronic payment methods (each an "Electronic Payment Method") through the App.

Enrollment in and usage of the Payment Solution is voluntary, so Buyers should note that some Sellers may not accept Electronic Payment Methods, or may only accept Electronic Payment Methods for certain transactions. We, in Our sole discretion, may from time to time impose limits on your ability to make and/or receive payments through the Payment Solution.

Buyers.

As with any purchases made using cash, all purchases made using the Payment Solution are made directly between the Buyer and the Seller when they complete their purchase and sale transaction, pursuant to the terms they determine. When you initiate a payment through the Payment Solution, the Seller processes your Electronic Payment Method. We are not a party to purchase and sale transactions completed using the Payment Solution, and disclaim any and all responsibility to facilitate such transactions. We further disclaim any and all responsibility to facilitate or provide refunds or returns in any manner.

The App acts as a marketing platform to allow Sellers who comply with our policies to offer and advertise sneakers products. We are not directly involved in the transaction between Buyers and Sellers. As a result, We have no control over the originality, quality, safety, morality or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of Sellers to sell items or the ability of Buyers to pay for items. Consequently, We do not transfer legal ownership of items from the Seller to the Buyer.

If you are a Buyer, you agree that We are not responsible or liable for any aspect of originality, quality, safety, morality, legality of any truth or accuracy failure in content, for example, data, text, information, photographs, profiles, audio, video, items, and links posted by Sellers or outside parties on the App.

You acknowledge that fraudulent transactions are inherent risks when buying, selling and advertising online. Thus, you agree to apply precautions to avoid encountering these risks and verify certain transaction details prior to contacting, meeting and purchasing products from Sellers.

In particular, you agree to verify the originality, quality, safety, morality, legality of any truth or accuracy of the product advertised by Sellers or outside parties on the App before your purchase. You also agree to use precautions when meeting up Sellers. If you are under the age of 18, you must be accompanied by an adult during the meet up.

Sellers.

Seller Ads. You agree that the advertisements you will post on the App will:

- be clear, accurate and detailed so Buyers know what is included in the purchase;
- only include text descriptions, graphics, pictures and other content relevant to that item;
- use pictures that are clear and appropriate for a professional, global community (logo, clip art, group pictures, or heavily digitally manipulated pictures are prohibited.)
- be listed in an appropriate category with appropriate tags; and
- be for a tangible object.

If an advertisement is removed due to featuring a counterfeit, you may not alter that product advertisements for a new item.

Advertisements that do not comply with our policies may be removed or suspended. Sellers with repeated instances of noncompliance may have their profiles removed, access revoked, and/or transactions cancelled.

You acknowledge that customer returns, cancelled orders and fraudulent transactions are inherent risks in the business of selling and advertising online. Thus, you agree to apply policies to avoid encountering these risks and verify certain transaction details prior to shipping or giving your product to Buyers.

Seller Fees. You agree to pay the service fees (“Service Fees”) for the sales transactions you make using the Payment Solution. We reserve the right to change the Service Fees from time to time.

Acceptable Use Violations. YOUR RIGHT AND/OR ABILITY TO RECEIVE SALES PROCEEDS VIA THE EXTREMESNEAKLIST PAYMENT SOLUTION MAY BE

REVOKED, DISABLED OR LIMITED IF THE PURCHASE OR SALE VIOLATES SECTION 10 (ACCEPTABLE USE) OF THE TERMS, INCLUDING FOR SALES THAT VIOLATE THE PROHIBITED ITEMS GUIDELINES.

Customer Service. The Seller must provide customer service to its Buyers who give inquiries or request assistance. The Seller should respond to the customer in a timely manner. We believe in our Sellers and encourages Sellers to resolve their own customer service issues according to their store policies. Since the transaction is between the Seller and the Buyer, We will only intervene in customer service matters if it cannot be or has not already been resolved by the Seller.

Transactions Final.

Regardless of the payment method chosen, ALL PURCHASES ARE FINAL, AND THERE ARE NO REFUNDS, UNLESS YOU AND THE SELLER OTHERWISE AGREES AND MAKES ARRANGEMENTS FOR A REFUND. We will not be responsible for facilitating refunds.

Taxes.

It is your responsibility to determine what, if any, taxes apply to each transaction you complete via the App, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from any transaction you complete via the App.

Terms of Sale for Paid Services.

From time to time, We may make certain services available for a fee in connection with the App ("Paid Services"). The following terms of sale apply solely to your purchase of Paid Services from the App.

Fees. Unless otherwise agreed upon by Us in writing, the fees payable in connection with any Paid Services ("Fees") will be specified via the App. All Fees are denominated in U.S. dollars and are exclusive of any applicable taxes.

Payment Method. You may only pay Fees using valid payment methods acceptable to Us, as specified via the App. You represent and warrant that you are authorized to use the payment method you designate via the App. You authorize Us to charge your designated payment method for the total amount of your purchase, including any applicable taxes and other charges. If the payment method cannot be verified, is invalid or is otherwise not acceptable to Us, your order may be suspended or cancelled.

Subscriptions. SOME OF THE PAID SERVICES MAY BE OFFERED ON A SUBSCRIPTION BASIS WITH AUTO-RENEWING PAYMENTS ("SUBSCRIPTION SERVICES"). THE BILLING PERIOD FOR EACH TYPE OF SUBSCRIPTION SERVICE WILL BE AS SPECIFIED VIA THE APP AT THE TIME OF REGISTRATION. WHEN YOU REGISTER FOR ANY SUBSCRIPTION SERVICE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (i) WE (OR OUR DESIGNATED THIRD-PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU ON A RECURRING BASIS FOR THE SUBSCRIPTION SERVICE (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) AT THE THEN-CURRENT RATES FOR AS LONG AS THE SUBSCRIPTION SERVICE CONTINUES, AND (ii) THE SUBSCRIPTION SERVICE WILL CONTINUE UNTIL YOU CANCEL IT OR WE SUSPEND OR STOP PROVIDING ACCESS TO THE App IN ACCORDANCE WITH THE TERMS.

Cancellation Policy For Subscription Services. TO CANCEL ANY SUBSCRIPTION SERVICE, YOU MUST CONTACT US THROUGH OUR HELP CENTER VIA OUR APP OR WEBSITE (WWW.EXTREMESNEAKLIST.COM) AND FOLLOW THE INSTRUCTIONS IN THE EMAIL WE SEND YOU IN RESPONSE TO YOUR CANCELLATION REQUEST. YOU

MUST CANCEL A SUBSCRIPTION SERVICE BEFORE THE START OF THE NEXT BILLING PERIOD IN ORDER TO AVOID CHARGES FOR THE NEXT BILLING PERIOD'S FEES. FOLLOWING ANY CANCELLATION, YOU WILL CONTINUE TO HAVE ACCESS TO THE SUBSCRIPTION SERVICES THROUGH THE END OF YOUR CURRENT BILLING PERIOD.

Price Changes. WE RESERVE THE RIGHT TO MODIFY THE FEES FOR ANY PAID SERVICES, INCLUDING ANY SUBSCRIPTION SERVICES, FROM TIME TO TIME IN OUR SOLE DISCRETION. FOR SUBSCRIPTION SERVICES, PRICE CHANGES WILL APPLY TO THE NEXT BILLING PERIOD.

Taxes. You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of Paid Services. We will collect applicable sales tax if We determine that We have a duty to collect sales tax, and will provide notice of such taxes at the time you place your order.

No Refunds. Except as provided in Section 8.8, or as otherwise expressly agreed upon by US, all sales of Paid Services (including any Subscription Services) are final and there are no refunds. THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION SERVICES PERIODS.

Errors. In the event of an error in connection with the pricing or charging of Paid Services, We reserve the right to correct such error and revise your order accordingly (including charging the correct price) or to cancel the purchase and refund any amount charged. Your sole remedy in the event of a billing error is to obtain a refund for the excess amount charged. To be eligible for such refund, you must provide notice of any such error within 120 days of the date of the billing statement in which such error first appeared.

Discontinuance of the App.

We may, in Our sole discretion and without liability to you, modify, discontinue, terminate, suspend or shut-down (temporarily or permanently) all or any portion of the App at any time, without prior notice. Upon any such Our action, you must immediately stop using the App. You may also cancel your Account at any time, as described in Section 19 below.

Acceptable Use.

When accessing or using the App, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort.

Without limiting the generality of the foregoing, you agree that you will not do, and will not permit any third party to do, any of the following:

Engage in any unauthorized use of the App (including, without limitation, political campaigning, advertising, or marketing);

Transmit or otherwise make available any content that: (a) you do not have the right to provide or transmit using the App, (b) may expose Us or Our affiliates, licensors, or users to any harm or liability, or (c) is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, unlawful, untrue, or otherwise objectionable;

Upload to, transmit, distribute, store, create, or otherwise sell or offer for sale anything that violates Our guidelines.

Transmit or otherwise make available any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

Originate, send, deliver, relay or otherwise transmit unsolicited commercial email or other messages through the App;

Copy any portion of the App or any underlying content or source code;

Reverse engineer, disassemble or decompile any portion of the App or otherwise attempt to discover or re-create the source code to any software;

Distribute the software or source code behind the App to any third party;

Make any modification, adaptation, improvement, enhancement, translation or derivative work of or to any portion of the App;

Remove, alter, or obscure any of Our copyright or other proprietary notices or Our affiliates or licensors in any portion of the App;

Obscure or disable any advertisements that appear on or through the App;

Use any type of automated means, including without limitation any harvesting bot, robot, spider, script, crawler, scraper or other automated means or interface not provided by Us, to utilize the App or to collect or extract data;

Access without authorization any networks, systems, or databases used in providing the App or any accounts associated with App, or to access or use any information therein for any purpose;

Attempt to probe, test, hack, or otherwise circumvent any security measures;

Violate any requirements, policies, procedures or regulations of any network connected to the App;

Use the App in any manner that could damage, disable, overburden, or otherwise impair the App (or the networks connected to the App);

Interfere with or disrupt the use and enjoyment by others of the App, including without limitation attempting, in any manner, to obtain the password, account, or other security information of any other user;

Falsely state, impersonate, or otherwise misrepresent your identity;

Provide false information during Account creation or otherwise provide false, inaccurate or misleading information;

Create more than one Account or create an Account on behalf of anyone other than yourself without permission;

Use or attempt to use another user's Account without authorization;

Attempt to pay for an item using the Payment Solution with an Electronic Payment Method that you either do not own or are not validly authorized to use;

Use the App in any manner to stalk, harass, invade the privacy of, or otherwise cause harm to, any person;

Use the App in any manner that exposes Us to any harm or liability of any nature;

Use the App to infringe or violate the intellectual property rights or any other rights of anyone else (including Ours);

Develop any third-party applications that interact with the App without Our prior written consent;

Use the App to engage in any illegal or unauthorized purpose or to engage in, encourage, or promote activities that are unlawful, misleading, malicious or discriminatory, including, but not limited to violations of the Terms, illegal gambling, fraud, money-laundering, or terrorist activities;

Transfer any rights granted to you under the Terms; or

Encourage or induce any third party to engage in any of the activities prohibited under this section.

If you violate any of the foregoing, We reserve the right to suspend or terminate your right to access and use the App immediately without notice, and you will have infringed Our intellectual property and other rights, which may subject you to prosecution and damages. We also reserve the right to take any remedies We deem appropriate under the circumstances if you have

purchased or sold items that are in violation of this Section 10. We reserve the right at all times to monitor, review, retain and disclose any information regarding your use of the App as necessary to satisfy any applicable law, regulation, legal process or governmental request. You also acknowledge and agree that We are not responsible or liable for the conduct of, or your interactions with, any users of the App (whether online or offline). Your interactions with other users are solely between you and such users and We are not responsible or liable for any loss, damage, injury or harm which results from these interactions. In addition, enforcement of the Terms is solely in Our discretion, and the absence of enforcement in some instances does not constitute a waiver of Our right to enforce the Terms in other instances. The Terms do not create any private right of action on the part of any third party or any reasonable expectation or promise that the App will not contain any content that is prohibited by the Terms.

User Content.

In the course of using the App, you may transmit or otherwise make available certain content, including information about yourself, content, messages, materials, data, information, text, photos, graphics, code or other items or materials (“User Content”) through interactive areas or services, such as posting items for sale, making an offer, private messaging, or other areas or services. User Content may be publicly viewable in some instances. We reserve the right, but do not have the obligation, to remove, screen or edit any User Content posted, transmitted, or stored on the App at any time and for any reason without notice. You will not (and will not allow or authorize any third-party to) post, upload to, transmit, distribute, store, create, solicit, disclose, or otherwise, publish through the App any of the following:

User Content that is, in Our judgment, disrespectful or may expose Us, Users or others to harm or liability;

User Content that may infringe the patent, trademark, trade secret, copyright, intellectual, privacy or proprietary right of any party;

Private information of any third parties, including addresses, phone numbers and payment card information;

Viruses, corrupted data or other harmful, disruptive, or destructive files; or

User Content that inhibits any other person from using or enjoying the App.

You are solely responsible for creating backup copies of and replacing your User Content at your sole cost and expense. You acknowledge and agree that We are not responsible for any errors or omissions that you make in connection with the App.

By submitting or posting User Content, you hereby grant to Us a non-exclusive, transferable, royalty-free, perpetual, irrevocable, sublicensable right to use, reproduce, modify, adapt, publish, translate, sell, create derivative works from, distribute, perform, and display the User Content, and your name, company name, location and any other information you submit with the User Content, in connection with the App. The use of your or any other User’s name, likeness, or identity in connection with the App does not imply any endorsement thereof unless explicitly stated otherwise. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy.

Moderation.

You agree that We may moderate access to and use of the App in Our sole discretion through any means (including, for example, blocking, filtering, deletion, delay, omission, verification, and/or termination of your access. Furthermore, We have the right to remove any posting you make on the App if, in Our opinion, your post does not comply with the content standards set out in Sections 10 and 11 above, and any other App rules. You agree not to bypass or attempt to bypass

such moderation. You further agree that We are not liable for moderating, not moderating or making any representations regarding moderating.

Third Party Services and Content.

In using the App, you may view content, utilize services, or otherwise interact with content and services provided by third parties to websites, applications or services of such parties (“Third-Party Content”). We do not control, endorse or adopt any Third-Party Content. You acknowledge and agree that We will have no responsibility for any Third-Party Content, including without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business or other dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any damage or loss of any sort caused, or alleged to be caused, by or in connection with any such dealings, including the delivery, quality, safety, legality or any other aspect of any good or services that you may purchase or sell to or from a third party.

Location-Based Services.

In order to fully function, the App requires precise information about your location. To provide location-based features of the App, We may collect, use and share precise location data, including the geographic location of your mobile device. If you disallow the App's access to such location information, the App may not be fully functional. We may review the aggregate location data of our customers to improve our services and refine our marketing strategies.

Feedback.

Any comments or materials sent to Us, including, but not limited to, ideas, questions, comments, suggestions, feedback or the like regarding the App or any other products or services will (collectively, "Feedback"), is non-confidential and will become Our sole property. We will have no obligation to you of any kind, monetary or non-monetary, with respect to such Feedback and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works from and distribute the Feedback to others without limitation or obligation. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Further, you agree not to submit any feedback that is defamatory, illegal, offensive or otherwise violates any right of any third party, or breaches any agreement between you and any third party.

Copyright Policy.

Repeat Infringer Policy. In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, We have adopted a policy of terminating, in appropriate circumstances and at Our discretion, users who are deemed to be repeat infringers. We also may, at Our discretion, limit access to the App and terminate access of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Copyright Complaints. If you believe that anything on the App infringes upon any copyright that you own or control, you may file a notification with Us as set forth below:

ExtremeSneakList

Address:

285 West Wieuca Road NE, Atlanta, GA, 30342, USA

Email Address:

ExtremeSneakList@gmail.com

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you may be liable for any damages, including costs and attorneys’ fees, incurred by Us or the alleged infringer as the result of Our reliance upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

Intellectual Property Rights.

Unless otherwise indicated, the App and all content, materials, information, functionality and other materials displayed, performed, contained or available on or through the App, including, without limitation, Our logo, and all designs, text, graphics, pictures, information, data, sound files, images, illustrations, software, other files, and the selection and arrangement thereof (collectively, the “Materials”) are Our proprietary property or of Our affiliates or licensors, and are protected by U.S. and international copyright laws and other intellectual property rights laws. Except as otherwise provided, subject to your compliance with all of the terms and conditions of the Terms, and in consideration of your promises reflected herein (and with respect to any services requiring payment of fees, your payment of such fees), We grant to you a revocable, personal, non-exclusive, non-assignable and non-transferable license for personal, non-commercial purposes, except where explicitly provided otherwise, to (i) access and use the App, (ii) cause the Materials to be displayed from a computer and/or mobile device and (iii) use the Materials, solely as permitted under the Terms (the “License”). We and Our affiliates and licensors reserve all rights not expressly granted to you in the Terms. You agree that the Terms do not grant you any rights in or licenses to the App or the Materials, except for this express, limited License. You will not otherwise copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the Materials or any other part of the App or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, you agree not to frame or display the App or Materials (or any portion thereof) as part of any other website or any other work of authorship without Our prior written permission. The License granted under this Section will automatically terminate if We suspend or terminate your access to the App.

Trademarks.

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Suspension; Termination.

We may revoke or terminate your access or use the App for any reason without notice at Our sole discretion. Without limiting the generality of the foregoing, We may revoke or terminate your access or use if you: (i) breach any obligation in the Terms or in any other agreement between you and Us, (ii) violate any policy or guideline applicable to the App or Materials, or any other ExtremeSneakList product or service, or (iii) use the App or the Materials other than as specifically authorized in the Terms, without Our prior written permission. You will stop accessing or using the App immediately if We suspend or terminate your access or use the App. We reserve the right, but do not undertake any duty, to take appropriate legal action including the pursuit of civil, criminal, or injunctive redress against you for continuing to use the App during

suspension or after termination. We may recover Our reasonable attorneys' fees and court costs from you for such action. The Terms will remain enforceable against you while your access or use the App is suspended and after it is terminated.

You may also terminate your access or use the App by closing your Account at any time. For more details on how to close your Account, please refer to Our FAQs.

Disclaimer of Warranties.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, AND EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY US, THE APP, THE MATERIALS, THE PAID SERVICES, AND ANY ITEMS SOLD BY USERS THROUGH THE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE APP, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN, AND ANY ITEMS SOLD THROUGH THE APP. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER US NOR ANY OF OUR AFFILIATES OR LICENSORS, NOR THE RESPECTIVE OFFICERS, DIRECTORS, LICENSORS, EMPLOYEES OR REPRESENTATIVES OF SUCH PARTIES (COLLECTIVELY, THE "EXTREMESNEAKLIST PROVIDERS") REPRESENT OR WARRANT (I) THAT THE APP, MATERIALS OR ITEMS SOLD THROUGH THE APP WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE OR ERROR FREE; (II) THAT THE APP, MATERIALS OR ITEMS SOLD THROUGH THE APP WILL ALWAYS BE AVAILABLE OR WILL BE UNINTERRUPTED, ACCESSIBLE, TIMELY, RESPONSIVE OR SECURE; (III) THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE APP, MATERIALS OR ITEMS SOLD THROUGH THE APP WILL BE FREE FROM VIRUSES, "WORMS," "TROJAN HORSES" OR OTHER HARMFUL PROPERTIES; (IV) THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIALS AVAILABLE ON OR THROUGH THE APP; (V) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; (VI) THAT THE APP, MATERIALS OR ITEMS SOLD THROUGH THE APP ARE NON-INFRINGEMENT; OR (VII) THAT ANY BADGE IS A REPRESENTATION AS TO THE IDENTITY, CHARACTER OR INTEGRITY OF ANY PERSON, BUSINESS, OR ENTITY THAT IS ASSOCIATED WITH A BADGE.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH THE APP MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, DISASTERS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES OUTSIDE OF OUR REASONABLE CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH THE APP.

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this Section 20 may not apply to you.

Assumption of Risk.

YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH

UTILIZING AN INTERNET-BASED MARKETPLACE AND INTERACTING WITH OTHER USERS IN PERSON. WE DO NOT INVESTIGATE OR VERIFY ANY USER'S REPUTATION, CONDUCT, MORALITY, CRIMINAL BACKGROUND, OR ANY INFORMATION USERS MAY SUBMIT TO THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS WHEN INTERACTING WITH OTHER USERS, PARTICULARLY WHEN MEETING A STRANGER IN PERSON FOR THE FIRST TIME. IT IS POSSIBLE THAT OTHER USERS MAY ATTEMPT TO PHYSICALLY HARM OR DEFRAUD YOU OR OBTAIN INFORMATION FROM YOU FOR FRAUDULENT PURPOSES. YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISKS RELATED TO, SELLING AND BUYING THROUGH EXTREMESNEAKLIST'S SERVICES (INCLUDING ALL ONLINE AND OFFLINE INTERACTIONS WITH OTHER USERS).

COMMUNITY MEETUP SPOTS. COMMUNITY MEETUP SPOTS ARE LOCATIONS IN WHICH A THIRD PARTY (SUCH AS A POLICE DEPARTMENT) HAS AGREED TO POST A COMMUNITY MEETUP SPOT SIGN. WE ENCOURAGE THIRD PARTIES TO PLACE COMMUNITY MEETUP SPOTS IN WELL-LIT LOCATIONS, WITH SURVEILLANCE AND IN GENERALLY WELL-TRAFFICKED AREAS; HOWEVER, EXTREMESNEAKLIST DOES NOT INDEPENDENTLY VERIFY THE CONDITIONS AT ANY COMMUNITY MEETUP SPOT, DOES NOT MONITOR COMMUNITY MEETUP SPOTS AND DOES NOT WARRANT THEIR SAFETY OR CONDITION. YOUR USAGE OF COMMUNITY MEETUP SPOTS, AND ANY DISPUTE ARISING OUT OF THAT USAGE, INCLUDING AGAINST ANY THIRD PARTY POSTING A COMMUNITY MEETUP SPOT SIGN, REMAINS SUBJECT TO THE EXPRESS PROVISIONS IN SECTIONS 20-24 OF THE TERMS OF USE.

Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR PROVIDERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (I) USE OF THE APP OR MATERIALS, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, ANY OF THE APP OR MATERIALS, (II) ANY INABILITY TO USE THE APP OR MATERIALS FOR WHATEVER REASON, OR (III) ANY GOODS OR SERVICES DISCUSSED, PURCHASED OR OBTAINED, DIRECTLY OR INDIRECTLY, THROUGH THE APP, EVEN IF WE OR OUR PROVIDERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM (Y) RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM COMPANY, OR (Z) THAT RESULT FROM EVENTS BEYOND OUR OR OUR PROVIDERS' REASONABLE CONTROL, SUCH AS SITE INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO EXTREMESNEAKLIST'S RECORDS, PROGRAMS OR SERVICES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL

OUR OR OUR PROVIDERS' (JOINT) AGGREGATE LIABILITY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE THE EXTREMESNEAKLIST SERVICE OR OTHERWISE RELATING TO THIS AGREEMENT EXCEED THE GREATER OF (I) ANY COMPENSATION YOU PAY, IF ANY, TO EXTREMESNEAKLIST FOR ACCESS TO OR USE OF THE APP OR MATERIALS DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; OR (II) \$100 U.S. DOLLARS.

THE LIMITATIONS SET FORTH IN THIS SECTION 22 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR OUR OR OUR PROVIDERS' GROSS NEGLIGENCE, INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT OR FRAUD.

Indemnity.

You agree to hold harmless, defend and indemnify Us and Our Providers from all liabilities, losses, damages, deficiencies, claims, causes of action, demands and expenses, (including, but not limited to, reasonable attorneys' fees), that are due to, arise from or otherwise relate to your conduct or your use or misuse of the App or Materials, including, without limitation, any actual or threatened suit, demand or claim made against Us or any of Our Providers that arises out of or relates to: (i) any intellectual property rights or other proprietary rights of any third party, (ii) your breach of the Terms including without limitation your breach of any of your representations and warranties; (iii) your use of any of the App or Materials; (iv) any content that you store on or transmit through the App; or (v) any items that you mail or ship in connection with the App, including items sold to other Users. We may assume exclusive control of any defense of any matter subject to indemnification by you, and you agree to cooperate with Us in such event.

Arbitration.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO SUBMIT TO BINDING ARBITRATION (INCLUDING A JURY TRIAL WAIVER) ANY AND ALL DISPUTES (OTHER THAN SPECIFIED INTELLECTUAL PROPERTY CLAIMS AND SMALL CLAIMS) WITH EXTREMESNEAKLIST AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM EXTREMESNEAKLIST (NO CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS).

Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") arising out of or related to a violation of Section 10 or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and We agree (1) to waive your and Our respective rights to have any and all Disputes arising from or related to the Terms, the App or the Materials, resolved in a court, and (2) to waive your and Our respective rights to a jury trial. Instead, you and We agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. You and We agree that any Dispute arising out of or related to the Terms, the App or the Materials is personal to you and Us and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and We agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further,

you and We agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Federal Arbitration Act. You and We agree that the Terms affect interstate commerce and that the enforceability of this Section 20 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

Notice; Informal Dispute Resolution. You and We agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Us shall be sent by certified mail or courier to ExtremeSneakList., Attn: ExtremeSneakList, 285 West Wieuca Road NE, Atlanta, GA, 30342, USA. Your notice must include (1) your name, postal address, telephone number, the email address you use or used for your Account, and, if different, an email address at which you can be contacted, (2) a description in reasonable detail of the nature or basis of the Dispute, and (3) the specific relief that you are seeking. Our notice to you will be sent to the email address you used to register for your Account, and will include (a) Our name, postal address, telephone number and an email address at which We can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that We are seeking. If you and Us cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or We may, as appropriate and in accordance with this Section 24, commence an arbitration proceeding, or to the extent specifically provided for in Section 24.1, file a claim in court.

Process. Except for Disputes arising out of or related to a violation of Section 10 or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Us agree that any Dispute must be commenced or filed by you or Us within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that you and We will no longer have the right to assert such claim regarding the Dispute). You and Us agree that (1) any arbitration will occur in Atlanta, Georgia, (2) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and mediation Services (“JAMS”), which are hereby incorporated by reference, and (3) that the state or federal courts of the State of Georgia and the United States, respectively, sitting in Georgia have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

Authority of the Arbitrator. As limited by the FAA, the Terms and the applicable JAMS rules, the arbitrator will have (1) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (2) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by the Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Rules of JAMS. The rules of JAMS and additional information about JAMS are available on

the JAMS website. By agreeing to be bound by the Terms, you either (1) acknowledge and agree that you have read and understand the rules of JAMS, or (2) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

Severability. If any term, clause or provision of this Section 24 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 24 will remain valid and enforceable. Further, the waivers set forth in Section 24.2 are severable from the other provisions of the Terms and will remain valid and enforceable, except as prohibited by applicable law.

Opt-Out Right. You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section 20 by writing to: ExtremeSneakList LLC, Attn: ExtremeSneakList Designated Agent, 285 West Wieuca Road NE, Atlanta, GA, 30342, USA. In order to be effective, the opt-out notice must include your full name and clearly indicate your intent to opt-out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 24.

Governing Law; Venue.

The Terms, your access to and use of the App and Materials shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to conflict of law rules or principles (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of Georgia and the United States, respectively.

Miscellaneous.

Entire Terms; Order of Precedence. The Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding its subject matter.

Amendments. We reserve the right to make changes or modifications to the Terms from time to time, in Our sole discretion. If We make changes to the Terms, We will provide you with notice of such changes, such as by sending you an email and/or by posting the amended Terms via the App and updating the “Last Updated” date at the top of the Terms. All amendments will become effective immediately on the date they are posted to the App, unless We state otherwise. Any amendment will apply prospectively to use of the App after such changes become effective. Your continued use of the App following the effective date of such changes will constitute your acceptance of such changes. If you do not agree to any amendment, you must discontinue using the App.

Severability. If any provision of the Terms is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and such decision will not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.

Waiver. Our failure or delay in exercising any right, power or privilege under the Terms will not operate as a waiver thereof.

Relationship. We are an independent contractor for all purposes, and is not your agent or trustee. You are not Our agent.

Assignment. You may not assign or transfer any of your rights or obligations under the Terms without prior written consent from Us by operation of law or in connection with any change of control. We may assign or transfer any or all of its rights under the Terms, in whole or in part, without obtaining your consent or approval.

Headings. Headings of sections are for convenience only and will not be used to limit or

construe such sections.

Survival. Sections 20 (Disclaimer of Warranties), 22 (Limitation of Liability), 23 (Indemnity), 24 (Arbitration), 25 (Governing Law; Venue), this Section 26 (Miscellaneous), and any other term that, by its nature, should survive, will survive any termination or expiration of the Terms. Contact Us.

If you have any concerns, comments or suggestions, please to contact us through:

ExtremeSneakList

285 West Wieuca Road NE, Atlanta, GA, 30342, USA

Extremesneaklist@gmail.com