

1. Accepting These Terms

This document and the other documents that we reference below make up our house rules, or what we officially call our Terms of Use (the “Terms” for short).

The Terms are a legally binding contract between you and Microns. The contract is between you and Microns LLC.

Please note that Section 11. Disputes with Microns, contains an arbitration clause and class action waiver. By agreeing to the Terms, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions. *

This contract sets out your rights and responsibilities when you use microns.io and the other services provided by Microns (we’ll refer to all of these collectively as our “Services”), so please read it carefully. By using any of our Services (even just browsing one of our websites), you’re agreeing to the Terms. If you don’t agree with the Terms, you may not use our Services.

2. Your Privacy

We know your personal information is important to you, so it’s important to us. Our Privacy Policy details how your information is collected, used and shared when you use our Services. By using our Services, you’re also agreeing that we can process your information in the ways set out in the Privacy Policy, so please read it here.

Microns, buyers and sellers process members’ personal information (for example, buyer/seller name, email address, and business information) and are therefore considered separate and independent data controllers of buyers’ personal information under EU law. That means that each party is responsible for the personal information it processes in providing the Services.

If, however, Microns and sellers are found to be joint data controllers of buyers’ personal information, and if Microns is sued, fined, or otherwise incurs expenses because of something that you did as a joint data controller of buyer personal information, you agree to indemnify Microns for the expenses it occurs in connection with your

processing of buyer personal information. See Section 9. Indemnification (or What Happens If You Get Us Sued) below for more information about your indemnification obligations to Microns.

4. Your Account with Microns

You'll need to create an account with Microns to use some of our Services. Here are a few rules about buyer accounts with Microns:

A. You must be 18 years or older to use our Services.

B. Be honest with us. Provide accurate information about yourself. It's prohibited to use false information or impersonate another person or company through your account.

C. You're responsible for your account. You're solely responsible for any activity on your account. If you're sharing an account with other people, then the person whose financial information is on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business.

D. Protect your password. As we mentioned above, you're solely responsible for any activity on your account, so it's important to keep your account password secure.

E. Let's be clear about our relationship. These Terms don't create any agency, partnership, joint venture, employment, or franchisee relationship between you and Microns.

5. Your Content

Content that you post using our Services is your content (so let's refer to it as "Your Content"). We don't make any claim to it, which includes anything you post using our Services (like shop names, profile pictures, listing photos, listing descriptions, reviews, comments, videos, usernames, etc.).

A. Responsibility for Your Content. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to all parts of Your Content and that you're not infringing or violating any third party's rights by posting it.

B. Permission to Use Your Content. By posting Your Content through our Services, you grant Microns a license to use it. We don't claim any ownership to Your Content, but we have your permission to use it to help Microns function and grow. That way, we won't infringe any rights you have in Your Content and we can help promote it. For example, you acknowledge and agree Microns may offer you or Microns buyers promotions on the Site, from time to time, that may relate to your listings

C. Rights You Grant Microns. (Here's the legalese version of the last section). By posting Your Content, you grant Microns a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of Your Content. This allows us to provide the Services and to promote Microns, or your business in general, in any formats and through any channels, including across any Microns Services, our partners, or third-party website or advertising medium. You agree not to assert any moral rights or rights of publicity against us for using your business. You also recognise our legitimate interest in using it, in accordance with the scope of this license, to the extent Your Content contains any personal information.

D. Reporting Unauthorised Content. Microns has great respect for intellectual property rights, and is committed to following appropriate legal procedures to remove infringing content from the Services. If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please notify us immediately by email. If Your Content is alleged to infringe another person's intellectual property, we will take appropriate action, such as disabling it if we receive a report of infringement that complies with our policies, or terminating your account if you are found to be a repeat infringer. We'll notify you if any of that happens.

6. Your Use of Our Services

License to Use Our Services. We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services - subject to the Terms and the following restrictions in particular:

A. Don't Use Our Services to Break the Law. You agree that you will not violate any laws in connection with your use of the Services.

B. Pay Your Bills. You are responsible for paying all fees that you owe to Microns.

C. Don't Steal Our Stuff. You agree not to crawl, scrape, or spider any page of the Services or to reverse engineer or attempt to obtain the source code of the Services (including both Microns Intellectual Property and Seller Content) without our express permission.

D. Don't Try to Harm Our Systems. You agree not to interfere with or try to disrupt our Services, for example by distributing a virus, excessive requests to our site or platform, or other harmful computer code.

E. Follow Our Trademark Policy. The name "Microns" and the other Microns marks, phrases, logos, and designs that we use in connection with our Services (the Microns Trademarks), are trademarks, service marks, or trade dress of Microns in the US and other countries.

F. Talk to Us Online. From time to time, Microns will provide you with certain legal information in writing. By using our Services, you're agreeing to our Electronic Communications Policy, which describes how we provide that information to you. It says that we can send you information electronically (such as by email) instead of mailing you paper copies (it's better for the environment), and that your electronic agreement is the same as your signature on paper.

7. Termination

Termination By You. We'd hate to see you go, but you may terminate your account with Microns at any time by emailing us at ilya@microns.io. Terminating your account will not affect the availability of some of Your Content that you posted through the Services prior to termination. Oh, and you'll still have to pay any outstanding bills.

Termination By Microns. We may terminate or suspend your account (and any accounts Microns determines are related to your account) and your access to the Services should we have reason to believe you, your Content, or your use of the Services violate our Terms. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services, for example, to sell or buy on our website. Generally, Microns will notify you that your account has been terminated or suspended, unless you've repeatedly violated our Terms or we have legal or regulatory reasons preventing us from notifying you.

If you or Microns terminate your account, you may lose any information associated with your account, including Your Content.

We May Discontinue the Services Microns reserves the right to change, suspend, or discontinue any of the Services for you, any or all users, at any time, for any reason, including those laid out in Microns's policies under these Terms of Use. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

Survival. The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

8. Warranties and Limitation of Liability (or the Things You Can't Sue Us For)

Businesses You Purchase. You understand that Microns does not inspect any of the businesses sold through our Services. We provide the venue; the businesses in our marketplaces are produced, listed, and sold directly by independent sellers, so Microns cannot and does not make any warranties about their quality, safety, authenticity, or their legality. Any legal claim related to a business or asset you purchase must be brought directly against the seller of the business or asset. You release Microns from any claims related to businesses or assets sold through our Services, including for defective businesses, misrepresentations by sellers, or businesses that are not as described.

Content You Access. You may come across materials that you find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. Microns is not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content.

People You Interact With. You can use the Services to interact with other individuals, either online or in person. However, you understand that we do not screen users of our Services other than to meet certain compliance and legal obligations, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgement in all interactions with others, especially if you are meeting someone in person.

Transactions. If you pay us to facilitate a transaction between you and another party, we reserve the right to withhold payment at our discretion till we are satisfied that the agreement between you and another party has been upheld by both parties. There is no

time limit attached to how long we may withhold payment. We may request further information from one or both parties, and you are obligated to provide such information at the earliest. We may levy additional charges if any party delays the transaction or attempts to take undue advantage.

Third-Party Services. Our Services may contain links to third-party websites or services that we don't own or control. You may also need to use a third party's product or service in order to use some of our Services. When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. Microns is not a party to those agreements; they are solely between you and the third party.

WARRANTIES. Microns IS DEDICATED TO MAKING OUR SERVICES THE BEST THEY CAN BE, BUT WE'RE NOT PERFECT AND SOMETIMES THINGS CAN GO WRONG. YOU UNDERSTAND THAT OUR SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY KIND OF WARRANTY (EXPRESS OR IMPLIED). WE ARE EXPRESSLY DISCLAIMING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

WE DO NOT GUARANTEE THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR EXPECTATIONS. YOU USE THE SERVICES SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIABILITY LIMITS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER MICRONS, NOR OUR EMPLOYEES OR DIRECTORS OR CONTRACTORS SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE

DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS. IN NO EVENT SHALL MICRONS' AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF ONE HUNDRED (\$100) US DOLLARS (USD) OR THE AMOUNT YOU PAID MICRONS IN THE PAST TWELVE MONTHS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Indemnification (or What Happens If You Get Us Sued)

We hope this never happens, but if Microns gets sued because of something that you did, you agree to defend and indemnify us. That means you'll defend Microns (including any of our employees or contractors) and hold us harmless from any legal claim or demand (including reasonable lawyer's fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms, or you or your account's infringement of someone else's rights.

We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

10. Disputes with Other Users

If you find yourself in a dispute with another user of Microns's Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably.

Case System. Buyers and sellers who are unable to resolve a dispute related to a transaction on our websites or offline may participate in our case system. Microns will attempt to help you resolve disputes in good faith and based solely on our interpretation of our policies, in our sole discretion; we will not make judgements regarding legal issues or claims. Microns has no obligation to resolve any disputes.

Release of Microns. You release Microns from any claims, demands, and damages arising out of disputes with other users or parties.

11. Disputes with Microns

If you're upset with us, let us know, and hopefully we can resolve your issue. But if we can't, then these rules will govern any legal dispute involving our Services:

A. Governing Law: The Terms are governed by the laws of the State of New York, without regard to its conflict of laws rules, and the laws of the United States of America. These laws will apply no matter where in the world you live.

B. Arbitration: You and Microns agree that any dispute or claim arising from or relating to the Terms shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the "AAA").

For EU sellers, if any dispute arises in connection with the Terms, the parties should first try to resolve the dispute through the complaints procedure published here. In addition, the dispute may be referred by either party to the Centre for Effective Dispute Resolution ("CEDR") for mediation. The Parties agree to enter into mediation to settle a good faith dispute and will do so in accordance with the CEDR's mediation procedures. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

Any arbitration or mediation under the Terms will take place on an individual basis. You understand that by agreeing to the Terms, you and Microns are each waiving the right to trial by jury or to participate in a class action lawsuit. Class arbitrations shall only be available if requested by either party under its Class Action Arbitration Rules and approved by the arbitration entity. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator or mediator. You may instead assert your claim in "small claims" court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

C. Costs of Arbitration: Payment for any fees will be made by you.

D. Forum: For any actions not subject to arbitration or mediation, you and Microns agree to submit to the personal jurisdiction of a state or federal court located in New York County, New York if your contract is with Microns LLC.

E. Modifications: If we make any changes to this “Disputes with Microns” section after the date you last accepted the Terms, those changes will not apply to any claims filed in a legal proceeding against Microns prior to the date the changes became effective. Microns will notify you of substantive changes to the “Disputes with Microns” section at least 30 days prior to the date the change will become effective. If you do not agree to the modified terms, you may send Microns a written notification (including email) or close your account within those 30 days. By rejecting a modified term or permanently closing your account, you agree to arbitrate any disputes between you and Microns in accordance with the provisions of this “Disputes with Microns” section as of the date you last accepted the Terms, including any changes made prior to your rejection. If you reopen your closed account or create a new account, you agree to be bound by the current version of the Terms.

12. Changes to the Terms

We may update these Terms from time to time. If we believe that the changes are material, we'll definitely let you know by posting the changes through the Services and/or sending you an email or message about the changes. That way you can decide whether you want to continue using the Services. Changes will be effective upon the posting of the changes unless otherwise specified. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

13. Some Finer Legal Points

The Terms, including all of the policies that make up the Terms, supersede any other agreement between you and Microns regarding the Services. If any part of the Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

14. Contact Information

If you have any questions about the Terms, please email us at ilya@microns.io.

*In some countries you may have additional rights and/or the preceding may not apply to you.