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Welcome to WwMalls! By signing up for a WwMalls Account (as defined in Section 1) or by using any WwMalls Services (as defined below), you are agreeing to be bound by the following terms and conditions (the “**Terms of Service**”).

As used in these Terms of Service, “**we**”, “**us**”, “**our**” and “**WwMalls**” means the applicable WwMalls Contracting Party (as defined in Section 13 below), and “**you**” means the WwMalls User (if registering for or using a WwMalls Service as an individual), or the business employing the WwMalls User (if registering for or using a WwMalls Service as a business) and any of its affiliates.

WwMalls provides a complete commerce platform that enables merchants to unify their commerce activities. Among other features, this platform includes a range of tools for merchants to create and manage their store in our online mall sell in their city, manage products, inventory, payments, fulfillment, business operations, marketing and advertising, and engage with existing and potential customers. Any such service or services offered by WwMalls are referred to in these Terms of Services as the “**Service(s)**”. Any new features or tools which are added to the current Services will also be subject to the Terms of Service. You can review the current version of the Terms of Service at any time at <https://www.WwMalls.com/legal/terms>.

1. Account Terms

1. To access and use the Services, you must register for a WwMalls account (“**Account**”). To complete your Account registration, you must provide us with your full legal name, business address, phone number, a valid email address, and any other information indicated as required. WwMalls may reject your application for an Account, or cancel an existing Account, for any reason, at our sole discretion.
2. You must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside and from which you use the Services to open an Account.
3. You confirm that you are receiving any Services provided by WwMalls for the purposes of carrying on a business activity and not for any personal, household or family purpose.
4. You acknowledge that WwMalls will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you (“**Primary Email Address**”). You must monitor the Primary Email Address you provide to WwMalls and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with WwMalls can only be authenticated if they come from your Primary Email Address.
5. You are responsible for keeping your password secure. WwMalls cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
6. Technical support in respect of the Services is only provided to WwMalls Users. Questions about the Terms of Service should be sent to WwMalls Support.
7. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Services, or access to the Services without the express written permission by WwMalls.
8. You agree not to work around, bypass, or circumvent any of the technical limitations of the Services, including to process orders outside WwMalls’s Checkout, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services.
9. You agree not to access the Services or monitor any material or information from the Services using any robot, spider, scraper, or other automated means.
10. You understand that your Materials may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to

technical requirements of connecting networks or devices. “**Materials**” means Your Trademarks, copyright content, any products or services you sell through the Services (including description and price), and any photos, images, videos, graphics, written content, audio files, code, information, or other data provided or made available by you or your affiliates to WwMalls or its affiliates.

WHICH MEANS

You are responsible for your Account, the Materials you upload to the WwMalls Service and the operation of your WwMalls Store. If you violate WwMalls’s terms of service we may cancel your service access. If we need to reach you, we will communicate via the Primary Email Address.

2. Account Activation

2.1 Store Owner

1. Subject to Section 2.1.2, the person signing up for the Service by opening an Account will be the contracting party (“**Store Owner**/Manager”) for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding Account we may provide to the Store Owner/Manager in connection with the Service. You are responsible for ensuring that the name of the Store Owner/Manager (including the legal name of the company that owns the Store, if applicable) is clearly visible on the Store’s website.
2. If you are signing up for the Services on behalf of your employer, your employer will be the Store Owner. If you are signing up for the Services on behalf of your employer, then you must use your employer-issued email address and you represent and warrant that you have the authority to bind your employer to our Terms of Service.

2.2 Staff Accounts

1. Based on your WwMalls pricing plan, you can create one or more staff accounts (“**Staff Accounts**”) allowing other people to access the Account. Each Staff Account must include a full legal name and a valid email account. With Staff Accounts, the Store Owner can set permissions and let other people work in their Account while determining the level of access by Staff Accounts to specific business information (for example, you can limit Staff Account access to sales information on the Reports page or prevent Staff Accounts from changing general store settings).
2. The Store Owner is responsible for: (a) ensuring it’s employees, agents and subcontractors, including via Staff Accounts, comply with these Terms of Service; and (b) any breach of these Terms of Service by the Store Owner’s employees, agents or subcontractors. The Store Owner acknowledges and agrees that Store Owner will be responsible for the performance of all of its obligations under the

Agreement, regardless of whether it sublicenses or subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Store Owner.

3. The Store Owner and the users under Staff Accounts are each referred to as a “WwMalls User”.

2.3 Stripe Checkout and WwMalls Payments Accounts

1. Upon completion of sign up for the Service, WwMalls will create a Stripe Checkout account on your behalf, using your Primary Email Address. Depending on your location, WwMalls may also create a WwMalls Payments account on your behalf.
2. You acknowledge that Stripe Checkout and/or WwMalls Payments will be your default payments gateway(s) and that it is your sole responsibility as the Store Owner to activate and maintain these accounts. If you do not wish to keep either of the payment accounts active, it is your responsibility to deactivate them. For the avoidance of doubt, Stripe Checkout is a Third Party Service, as defined in Section 9.7.1 of these Terms of Service.

3. WwMalls Rights

1. The Services have a range of features and functionalities. Not all Services or features will be available to all Merchants at all times and we are under no obligation to make any Services or features available in any jurisdiction. Except where prohibited in these Terms of Service or by applicable law, we reserve the right to modify the Services or any part thereof for any reason, without notice and at any time.
2. WwMalls does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from any part of the Services, including if we determine in our sole discretion that the goods or services that you offer through the Services, or the Materials uploaded or posted to the Services, violate our Terms of Service or are illegal in your jurisdiction.
3. Verbal or written abuse of any kind (including threats of abuse or retribution) of any WwMalls employee, member, or officer will result in immediate Account termination.
4. We reserve the right to provide our Services to your competitors and make no promise of exclusivity. You further acknowledge and agree that WwMalls employees and contractors may also be WwMalls customers or merchants and that they may compete with you, although they may not use your Confidential Information (as defined in Section 6) in doing so.
5. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license,

government issued photo ID, the last four digits of the credit card on file, or confirmation of your status as an employee of an entity.

6. WwMalls reserves the right to determine, in our sole discretion, rightful Account ownership and transfer an Account to the rightful Store Owner. If we are unable to reasonably determine the rightful Store Owner, without prejudice to our other rights and remedies, WwMalls reserves the right to temporarily suspend or disable an Account until resolution has been determined between the disputing parties.

WHICH MEANS

WwMalls has the right to control who we make our Services available to and we can modify them at any time. We also have the right to refuse or remove Materials from any part of the Services, including your Store. We may offer our services to your competitors, but we will never share your confidential information with them in doing so. In the event of an ownership dispute over a WwMalls Account, we can freeze a WwMalls Account or transfer it to the rightful owner, as determined by us.

4. Your Responsibilities

1. You acknowledge and agree to provide public-facing contact information, a refund policy and order fulfilment timelines on your WwMalls Store.
2. You acknowledge and agree that the Services are not a marketplace, and any contract of sale made through the Services is directly between you and the customer. You are the seller of record for all items you sell through the Services. You are responsible for the creation and operation of your WwMalls Store, your Materials, the goods and services that you may sell through the Services, and all aspects of the transactions between you and your customer(s). This includes, but is not limited to, authorizing the charge to the customer in respect of the customer's purchase, refunds, returns, fulfilling any sales or customer service, fraudulent transactions, required legal disclosures, regulatory compliance, alleged or actual violation of applicable laws (including but not limited to consumer protection laws in any jurisdiction where you offer products or services for sale), or your breach of these Terms of Service. You represent and warrant that your Store, your Materials and the goods and services you sell through the Services will be true, accurate, and complete, and will not violate any applicable laws, regulations or rights of third parties. For the avoidance of doubt, WwMalls will not be the seller or merchant of record and will have no responsibility for your Store or items sold to customers through the Services.
3. You are solely responsible for the goods or services that you may sell through the Services (including description, price, fees, tax that you calculate, defects, required legal disclosures, regulatory compliance, offers or promotional content), including compliance with any applicable laws or regulations.

4. You may not use the WwMalls Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction, or the laws of the USA and the State of Montana. You will comply with all applicable laws, rules and regulations (including but not limited to obtaining and complying with the requirements of any license or permit that may be necessary to operate your store or that may be held by you) in your use of the Service and your performance of obligations under the Terms of Service.
5. You agree to use WwMalls Checkout for any sales associated with your online store. "**WwMalls Checkout**" means WwMalls's checkout experience that allows Customers to enter their shipping information and payment details after adding item(s) to their cart and before placing an order, including checkouts that occur through the WwMalls Checkout.

WHICH MEANS

You are responsible for your WwMalls Store, the goods or services you sell, and your relationship with your customers, not us.

5. Payment of Fees and Taxes

1. You will pay the Fees applicable to your subscription to Online Service ("**Subscription Fees**") and any other applicable fees, including but not limited to applicable fees relating to the value of sales made through your Store when using Stripe Payments other than WwMalls Payments ("**Transaction Fees**"), and any fees relating to your purchase or use of any products or services such as WwMalls Payments, Transaction Fees and the Additional Fees are referred to as the "**Fees**".
2. You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. WwMalls will charge applicable Fees to any valid payment method that you authorize ("**Authorized Payment Method**"), and WwMalls will continue to charge the Authorized Payment Method for applicable Fees until the Services are terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in U.S. or Canadian dollars, and all payments will be in U.S. or Canadian currency depending on store location.
3. Subscription Fees are paid in advance and will be billed in 30 day intervals (each such date, a "**Billing Date**"). Transaction Fees and Additional Fees will be charged from time to time at WwMalls's discretion. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. Fees will appear on an invoice, which will be sent to the Store Owner via the Primary Email Address provided. As well, an invoice will appear on the Account page of your Store's administrative console. Users have approximately two weeks to bring up and settle any issues with the billing of Subscription Fees.

4. If we are not able to process payment of Fees using an Authorized Payment Method, we may make subsequent attempts to process payment using any Authorized Payment Method. If we are unable to successfully process payment of Fees using an Authorized Payment Method within 28 days of our initial attempt, we may suspend and revoke access to your Account and the Services. Your Account will be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle. You may not be able to access your Account or your storefront during any period of suspension. If the outstanding Fees remain unpaid for 60 days following the date of suspension, WwMalls reserves the right to terminate your Account in accordance with Section 14.
5. All Fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and, harmonized or other taxes, fees or charges now in force or enacted in the future (“**Taxes**”).
6. You are responsible for all applicable Taxes that arise from or as a result of your subscription to or purchase of WwMalls’s products and services. To the extent that WwMalls charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us. Such amounts are in addition to the Fees for such products and services and will be billed to your Authorized Payment Method. If you are exempt from payment of such Taxes, you must provide us with evidence of your exemption, which in some jurisdictions includes an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive evidence satisfactory to WwMalls of your exemption. If you are not charged Taxes by WwMalls, you are responsible for determining if Taxes are payable, and if so, self-remitting Taxes to the appropriate tax authorities in your jurisdiction.
7. For the avoidance of doubt, all sums payable by you to WwMalls under these Terms of Service will be paid free and clear of any deductions or withholdings whatsoever. Other than Taxes charged by WwMalls to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law will be borne by you and paid separately to the relevant taxation authority. WwMalls will be entitled to charge the full amount of Fees stipulated under these Terms of Service to your Authorized Payment Method ignoring any such deduction or withholding that may be required.
8. You are solely responsible for determining, collecting, withholding, reporting, and remitting applicable taxes, duties, fees, surcharges and additional charges that arise from or as a result of any sale on your WwMalls Store or your use of the Services. The Services are not a marketplace. Any contract of sale made through the Services is directly between you and the customer.
9. You must maintain an accurate location in the administrative console of your WwMalls Store. If you change jurisdictions you must promptly update your location in the administrative console.
10. WwMalls does not provide refunds.

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WHICH MEANS

A valid payment method (such as a credit card) must remain on file to pay all service fees, including the subscription, transaction and additional fees required for all stores. You will be billed for your Subscription Fees every 30 days. Any Transaction Fees or Additional Fees will be charged to your payment method. If we are unable to process payment of Fees using your payment method, we may make subsequent attempts to process payment of Fees using your payment method. If payment of Fees is unsuccessful within 28 days of our initial attempt to process payment, WwMalls may freeze your store. You are responsible for all taxes relating to your Store or use of the Services. You may be required to remit Taxes to WwMalls or to self-remmit to your local taxing authority. No refunds.

6. Confidentiality

1. “**Confidential Information**” will include, but will not be limited to, any and all information associated with a party’s business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. WwMalls’s Confidential Information includes all information that you receive relating to us, or to the Services, that is not known to the general public including information related to our security program and practices.
2. Each party agrees to use the other party’s Confidential Information solely as necessary for performing its obligations under these Terms of Service and in accordance with any other obligations in these Terms of Service including this Section 6. Each party agrees that it will take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such party’s obligations hereunder, who each will treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the receiving party will give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information will not include any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information; (B) is independently developed by the receiving

party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms of Service; or (C) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms of Service.

WHICH MEANS

Both you and WwMalls agree to use the Confidential Information of the other only to perform the obligations in these Terms of Service. Confidential Information must be protected and respected.

7. Limitation of Liability and Indemnification

1. You expressly understand and agree that, to the extent permitted by applicable laws, WwMalls and its suppliers will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or relating to the use of or inability to use the Service or these Terms of Service (however arising, including negligence).
2. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, WwMalls partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) your breach of these Terms of Service or the documents it incorporates by reference (b) or your violation of any law or the rights of a third party; or (c) any aspect of the transaction between you and your Customer, including but not limited to refunds, fraudulent transactions, alleged or actual violation of applicable laws (including but not limited to Federal State or Provincial consumer protection laws), or your breach of the Terms of Service.
3. You will be responsible for any breach of the Terms of Service by your affiliates, agents or subcontractors and will be liable as if it were your own breach.
4. Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
5. WwMalls does not warrant that the Services will be uninterrupted, timely, secure, or error-free.
6. WwMalls does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.
7. WwMalls is not responsible for any of your tax obligations or liabilities related to the use of WwMalls's Services.
8. WwMalls does not warrant that the quality of any products, services, information, or other materials purchased or obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.

WHICH MEANS

We are not responsible for damages or lawsuits that arise if you break the law, breach this agreement or go against the rights of a third party. The Service is provided on an “as is” and “as available” basis. We provide no warranties and our liability is limited in the event of errors or interruptions.

8. Intellectual Property and Your Materials

8.1 Your Materials

1. We do not claim ownership of the Materials you provide to WwMalls; however, we do require a license to those Materials. You grant WwMalls a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to host, use, distribute, expose, modify, run, copy, store, publicly perform, communicate to the public (including by telecommunication), broadcast, reproduce, make available, display, and translate, and create derivative works of any Materials provided by you in connection with the Services. We may use our rights under this license to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms of Service. You represent, warrant, and agree that you have all necessary rights in the Materials to grant this license. You irrevocably waive any and all moral rights you may have in the Materials in favour of WwMalls and agree that this waiver may be invoked by anyone who obtains rights in the materials through WwMalls, including anyone to whom WwMalls may transfer or grant (including by way of license or sublicense) any rights in the Materials.
2. If you owned the Materials before providing them to WwMalls then, despite uploading them to your WwMalls Store they remain yours, subject to any rights or licenses granted in the Terms of Service or elsewhere. You can remove your WwMalls Store at any time by deleting your Account. Removing your WwMalls Store does not terminate any rights or licenses granted to the Materials that WwMalls requires to exercise any rights or perform any obligations that arose during the Term.
3. You agree that WwMalls can, at any time, review and delete any or all of the Materials submitted to the Services, although WwMalls is not obligated to do so.
4. You grant WwMalls a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to use the names, trademarks, service marks and logos associated with your Store (“**Your Trademarks**”) to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms of Service. This license will survive any termination of the Terms of Service solely to the extent that WwMalls requires the license to exercise any rights or perform any obligations that arose during the Term.

8.2 WwMalls Intellectual Property

1. You agree that you may not use any trademarks, logos, or service marks of WwMalls, whether registered or unregistered, including but not limited to the word mark WWMALLS, the word mark SHOP, the word mark SHOP PAY, and the “**S**” and shopping bag design mark (“**WwMalls Trademarks**”) unless you are authorized to do so by WwMalls in writing. You agree not to use or adopt any marks that may be considered confusing with the WwMalls Trademarks. You agree that any variations or misspellings of the WwMalls Trademarks would be considered confusing with the WwMalls Trademarks.
2. You agree not to purchase, register, or use search engine or other pay-per-click keywords (such as Google Ads), trademarks, email addresses, social media names, or domain names (including without limitation top-level domains, sub-domains, and page URLs) that use or include WwMalls or WwMalls Trademarks or that use or include any terms that may be confusing with the WwMalls Trademarks.
3. You acknowledge and agree that the Terms of Service do not give you any right to implement WwMalls patents.

WHICH MEANS

Anything you upload remains yours (if it was yours) and is your responsibility, but WwMalls can use and publish the things you upload. Anything uploaded to WwMalls remains the property and responsibility of its initial owner. However, WwMalls will receive a license of materials published through our platform that we may use to operate and promote our Services.

1. 8.3 WwMalls Communication Policy

2. The Services allow you to send certain communications to your customers by short message service (SMS) messaging (for example, sending order confirmation notifications via SMS) (the "SMS Services"). You will only use the SMS Services in compliance with these Terms of Service, any other applicable terms (including Nexmo Inc.'s [Acceptable Use Policy](#) and Twilio's [Acceptable Use Policy](#), as may be amended from time to time), and the laws of the jurisdiction from which you send messages, and in which your messages are received.

WHICH MEANS

when you use our SMS Services, you have to comply with our terms, the acceptable use policies of the SMS providers, and the law.

8.4 WwMalls Email

You may generate or send email from your Account using the WwMalls email services (the “**Email Services**”). In addition to the terms applicable to the Services generally (including WwMalls’s Acceptable Use Policy, and Privacy Policy), the following terms apply to your access and use of the Email Services:

1. WwMalls employs certain controls to scan the content of emails you deliver using the Email Services prior to delivery (“**Content Scanning**”). Such Content Scanning is intended to limit spam, phishing, or other malicious content that contravenes these Terms of Service, or WwMalls’s Acceptable Use Policy (collectively, “**Threats**”). By using the Email Services, you explicitly grant WwMalls the right to employ such Content Scanning. WwMalls does not warrant that the Email Services will be free from Threats, and each WwMalls merchant is responsible for all content generated by their respective Stores.
2. BY GENERATING OR SENDING EMAIL THROUGH THE EMAIL SERVICES, YOU AGREE TO COMPLY WITH THE FOLLOWING REQUIREMENTS (THE “**EMAIL SERVICES REQUIREMENTS**”). WWMALLS, OR ITS THIRD PARTY PROVIDERS, MAY SUSPEND OR TERMINATE YOUR ACCESS TO AND USE OF THE EMAIL SERVICES IF YOU DO NOT COMPLY WITH THE EMAIL SERVICES REQUIREMENTS.
 1. Your use of the Email Services must comply with all applicable laws. Examples of applicable laws include laws relating to spam or unsolicited commercial email (“**UCE**”), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Email Services and the emails you generate or send through the Email Services.
 2. Your use of the Email Services must comply with WwMalls’s Privacy Policy. It is your responsibility to read and understand the Privacy Policy applicable to your use of the Email Services and the emails you generate or send through the Email Services.
 3. You will use commercially reasonable efforts not to send sensitive personal data, including information regarding an individual’s medical or health condition, race or ethnic origin, political opinions, religious or philosophical beliefs, or other sensitive data (collectively, “**Sensitive Data**”) through the Email Services. It is your responsibility to read and understand your obligations in relation to Sensitive Data.
 4. Your use of the Email Services must follow all applicable guidelines established by WwMalls. The guidelines below are examples of practices that may violate the Email Services Requirements when generating, or sending emails through the Email Services:

1. using non-permission based email lists (i.e., lists in which each recipient has not explicitly granted permission to receive emails from you by affirmatively opting-in to receive those emails);
2. using purchased or rented email lists;
3. using third party email addresses, domain names, or mail servers without proper permission;
4. sending emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com);
5. sending emails that result in an unacceptable number of spam or UCE complaints (even if the emails themselves are not actually spam or UCE);
6. failing to include a working “**unsubscribe**” link in each email that allows the recipient to remove themselves from your mailing list;

7. failing to comply with any request from a recipient to be removed from your mailing list within 10 days of receipt of the request;
8. failing to include in each email a link to the then-current privacy policy applicable to that email;
9. disguising the origin or subject matter of any email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any email;
10. failing to include in each email your valid physical mailing address or a link to that information; or
11. including “**junk mail,**” “**chain letters,**” “**pyramid schemes,**” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any email that encourages a recipient to forward the Email to another recipient.

3. If you or a customer knows of or suspects any violations of the Email Services Requirements, please notify WwMalls at abuse@WwMalls.com. WwMalls will determine compliance with the Email Services Requirements in its discretion.
4. WwMalls’s Email Services utilize Third Party Providers, including SendGrid (a Twilio Company). Your use of the Email Services is subject to SendGrid’s [Acceptable Use Policy](#) as it may be amended by SendGrid from time to time.

WHICH MEANS

By using the Email Services, you agree that WwMalls may use certain tools to ensure the content of the emails sent through the service is safe and compliant with our policies.

9.0 Beta Services

1. From time to time, WwMalls may, in its sole discretion, invite you to use, on a trial basis, pre-release or beta features that are in development and not yet available to all merchants (“**Beta Services**”). Beta Services are not part of the Services, and Beta Services may be subject to additional terms and conditions, which WwMalls will provide to you prior to your use of the Beta Services. Such Beta Services and all associated conversations and materials relating thereto will be considered WwMalls Confidential Information and subject to the confidentiality provisions in this agreement. Without limiting the generality of the foregoing, you agree that you will not make any public statements or otherwise disclose your participation in the Beta Services without WwMalls’s prior written consent. WwMalls makes no representations or warranties that the Beta Services will function. WwMalls may discontinue the Beta Services at any time in its sole discretion. WwMalls will have no liability for any harm or damage arising out of or in connection with a Beta Service. The Beta Services may not work in the same way as a final version. WwMalls may change or not release a final or commercial version of a Beta Service in our sole discretion.

WHICH MEANS

Beta Services may be offered from time to time. They are not a part of the regular Services, and they might have errors or change at any time. You use Beta Services at your own risk, and we are not responsible for any losses or harm that might come from using a Beta Service. You may be required to keep your participation in the Beta Services confidential.

10. Feedback and Reviews

WwMalls welcomes any ideas and/or suggestions regarding improvements or additions to the Services. Under no circumstances will any disclosure of any idea, suggestion or related material or any review of the Services, Third Party Services or any Third Party Provider (collectively, “**Feedback**”) to WwMalls be subject to any obligation of confidentiality or expectation of compensation. By submitting Feedback to WwMalls (whether submitted directly to WwMalls or posted on any WwMalls hosted forum or page), you waive any and all rights in the Feedback and that WwMalls is free to implement and use the Feedback if desired, as provided by you or as modified by WwMalls, without obtaining permission or license from you or from any third party. Any reviews of a Third Party Service or Third Party Provider that you submit to WwMalls must be accurate to the best of your knowledge, and must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable. WwMalls reserves the right (but not the obligation) to remove or edit Feedback of Third Party Services or Third Party Providers, but does not regularly inspect posted Feedback.

WHICH MEANS

We welcome customer feedback but are under no obligation to ensure that ideas and suggestions regarding our Services or the services of third parties remain confidential and we can use the feedback in any way we want.

11. DMCA Notice and Takedown Procedure

WwMalls supports the protection of intellectual property and asks WwMalls merchants to do the same. It’s our policy to respond to all notices of alleged copyright infringement. If someone believes that one of our merchants is infringing their intellectual property rights, they can send a DMCA Notice to WwMalls’s designated agent using our form. Upon receiving a DMCA Notice, we may remove or disable access to the Materials claimed to be a copyright infringement. Once provided with a notice of takedown, the merchant can reply with a counter notification using our form if they object to the complaint. The original complainant has 14 business days after we receive a counter notification to seek a court order restraining the merchant from engaging in the infringing activity, otherwise we restore the material. Learn more at [Reporting Intellectual Property Infringement](#).

WHICH MEANS

WwMalls respects intellectual property rights and you should too. If we receive a DMCA Notice, we may disable access or remove the allegedly infringing content from your Store. If you don't think the claim is valid, you can send a counter notification. If you believe one of our merchants is infringing your intellectual property rights, you can send WwMalls a DMCA Notice. We will expeditiously disable access or remove the content and notify the merchant.

12. Privacy and Data Protection

1. WwMalls is firmly committed to protecting the privacy of your personal information and the personal information of your customers. By using the Service, you acknowledge and agree that WwMalls's collection, usage and disclosure of this personal information is governed by our [Privacy Policy](#).
2. To the extent that WwMalls processes personal information of your customers as a "data processor" or "service provider" under certain data privacy or protection laws, including the EU or UK General Data Protection Regulation and the California Consumer Privacy Act, WwMalls's collection and use of personal information is also subject to our [Data Processing Addendum](#).

WHICH MEANS

WwMalls's use and collection of personal information is governed by our Privacy Policy. WwMalls's use and collection of customer personal information is further governed by our Data Processing Addendum.

13. WwMalls Contracting Party

1. If the billing address of your Store is located in the United States or Canada, this Section 13(1) applies to you:
 1. "**WwMalls Contracting Party**" means WwMalls Inc., a USA corporation, registered in the State of Montana.
 2. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Montana with respect to any dispute or claim arising out of or in connection with the Terms of Service. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service and is hereby expressly excluded.

3. “**WwMalls Contracting Party**” means WwMalls Inc., a private company limited by shares, incorporated in Montana USA under registration number D1200423-14777631, and its website is at <https://WwMalls.com/>.
4. You irrevocably and unconditionally agree to submit to the jurisdiction of Irish courts, which have jurisdiction to settle any disputes which may arise out of or in connection with the validity, effect, interpretation or performance of these Terms of Service and you similarly irrevocably and unconditionally waive any objection to any claim that any suit, action or proceeding has been brought by WwMalls in any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service and is hereby expressly excluded.

14. Term and Termination

1. The term of these Terms of Service will begin on the date of your completed registration for use of a Service and continue until terminated by us or by you, as provided below (the “**Term**”).
2. You may cancel your Account and terminate the Terms of Service at any time by contacting [WwMalls Support](#) and then following the specific instructions indicated to you in WwMalls’s response.
3. Without limiting any other remedies, we may suspend or terminate your Account or the Terms of Service for any reason, without notice and at any time (unless otherwise required by law), including if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services. Termination of the Terms of Service will be without prejudice to any rights or obligations which arose prior to the date of termination.
4. Upon termination of the Services by either party for any reason:
 1. WwMalls will cease providing you with the Services and you will no longer be able to access your Account;
 2. unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
 3. any outstanding balance owed to WwMalls for your use of the Services through the effective date of such termination will immediately become due and payable in full; and
 4. your WwMalls Store will be taken offline.

5. If there are any outstanding Fees owed by you at the date of termination of the Service, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.

WHICH MEANS

To initiate a termination, you must contact [Support](#). WwMalls will respond with specific information regarding the termination process for your account. Once termination is confirmed, domains purchased through WwMalls will no longer be automatically renewed. If you cancel in the middle of your billing cycle, you'll have one last email invoice.

We may terminate your account at any time.

15. Modifications

1. We reserve the right, in our sole and absolute discretion, to update or change any portion of the Terms of Service at any time. We will provide you with reasonable advance notice of changes to the Terms of Service that materially adversely affect your use of the Services or your rights under the Terms of Service by sending an email to the Primary Email Address, providing notice through the WwMalls administrative console, or by similar means. However, WwMalls may make changes that materially adversely affect your use of the Services or your rights under the Terms of Service at any time and with immediate effect (i) for legal, regulatory, fraud and abuse prevention, or security reasons; or (ii) to restrict products or activities that we deem unsafe, inappropriate, or offensive. Unless we indicate otherwise in our notice (if applicable), any changes to the Terms of Service will be effective immediately upon posting of such updated terms at this location. Your continued access to or use of the Services after we provide such notice, if applicable, or after we post such updated terms, constitutes your acceptance of the changes and consent to be bound by the Terms of Service as amended. If you do not agree to the amended Terms of Service, you must stop accessing and using the Services.
2. WwMalls may change the Fees for the Services from time-to-time. We will provide you with 30 days advanced notice prior to any changes in Fees by sending an email to the Primary Email Account, providing notice through the WwMalls administrative console, or by similar means. WwMalls will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services (or any part thereof).

WHICH MEANS

If we make a material change to the Terms of Service that adversely affects your rights under the Terms of Service or your use of our Services in a material way, we will notify you in advance (unless the change relates to legal requirements or to prevent abuse of our Services, among other things).

16. General Conditions

1. The Terms of Service, including the documents it incorporates by reference, constitute the entire agreement between you and WwMalls and govern your use of the Services and your Account, superseding any prior agreements between you and WwMalls (including, but not limited to, any prior versions of the Terms of Service).
2. The failure of WwMalls to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. If any provision of the Terms of Service, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provision of the Terms of Service will remain in full force and effect.
3. Save for WwMalls and its affiliates, you or anyone accessing WwMalls Services pursuant to these Terms of Service, unless otherwise provided in these Terms of Service, no person or entity who is not a party to these Terms of Service will have any right to enforce any term of these Terms of Service, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this will not affect the rights of any permitted assignee or transferee of these Terms.
4. The Terms of Service will be governed by and interpreted in accordance with the laws of the State of Montana and the laws of the USA applicable therein, without regard to principles of conflicts of laws.
5. The Terms of Service may be available in languages other than English. To the extent of any inconsistencies or conflicts between these English Terms of Service and WwMalls's Terms of Service available in another language, the most current English version of the Terms of Service at <https://www.WwMalls.com/legal/terms> will prevail. Any disputes arising out of these Terms of Service will be resolved in English unless otherwise determined by WwMalls (acting in its sole discretion) or as required by applicable law.
6. All the terms and provisions of the Terms of Service will be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. WwMalls will be permitted to assign these Terms of Service without notice to you or consent from you. You will have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without WwMalls's prior written consent, to be given or withheld in WwMalls's sole discretion.
7. If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the

provision) of the Terms of Service, and the Terms of Service will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.

8. On termination, all related rights and obligations under the Terms of Service immediately terminate, except that (a) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination; and Sections 1 (Account Terms), 5 (Payment of Fees), 6 (Confidentiality), 7 (Limitation of Liability and Indemnification), 8.1 (Intellectual Property and Your Materials), 9.7(8)-(10) (Third Party Services, Experts, and Experts Marketplace), 10 (Feedback and Reviews), 12 (Privacy and Data Protection), 13 (WwMalls Contracting Party), 14 (Cancellation and Termination), 15(1) (Modifications), and 16 (General Conditions) will survive the termination or expiration of these Terms of Service.