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Additional terms and conditions applicable to specific areas of this Site or to particular content or transactions are also posted in particular areas of the Site and, together with the Terms, govern your use of those areas, content or transactions. These Terms, together with applicable additional terms and conditions, are referred to as this “Agreement.”

Use of Site

You may use the Site, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (the “Content”) to learn about Ecomdash products and services. No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. Ecomdash reserves complete title and full intellectual property rights in all Content. Except as expressly authorized by this Agreement, you may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from the Site.

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Linking to this Site

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Limitation of Liability

IN NO EVENT WILL ECOMDASH BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF ECOMDASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, ECOMDASH' LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.

Indemnification

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless Ecomdash, its employees, agents, and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site, the services offered on the Site, the Content, or any violation by you of this Agreement.

Privacy

[Click here](#) to see Ecomdash's Privacy Notice.

User Conduct

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties.

Unsolicited Idea Submission Policy

Ecomdash and its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, marketing strategies, new or improved products, technologies, services, processes, materials, or new product names. We have found this policy necessary in order to avoid misunderstandings should Ecomdash business activities bear coincidental similarities with one or more of the unsolicited ideas offered to us. Please do not send your unsolicited ideas to Ecomdash or anyone at Ecomdash. If, in spite of our request that you not send us your ideas, you still send them, then regardless of what your posting, email, letter, or other transmission may say, (1) your idea will automatically become the property of Ecomdash, without any compensation to you; (2) Ecomdash will have no obligation to return your idea to you or respond to you in any way; (3) Ecomdash will have no obligation to keep your idea confidential; and (4) Ecomdash may use your idea for any purpose whatsoever, including giving your idea to others.

However, Ecomdash does welcome feedback regarding many areas of Ecomdash business that will help satisfy customer's needs, and feedback can be provided through the listed contact areas on the Site. Any feedback you provide shall be deemed a Submission under the terms in the User Supplied Information section below.

User Supplied Information

For all user supplied information, you guarantee to us that you have the legal right to post the Submission and that it will not violate any law or the rights of any person or entity. Confidential and proprietary information will be maintained in accordance with our privacy notice. [Click here](#) to see Ecomdash's Privacy Notice.

Password Security

If you register on this Site, you are responsible for maintaining the confidentiality of your identification and password information, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your member identification and password.

Violation of The Terms

You understand and agree that in Ecomdash sole discretion, and without prior notice, Ecomdash may terminate your access to the Site, cancel your order or exercise any other remedy available if Ecomdash believes that your use is inconsistent with these Terms of Use or has violated the rights of Ecomdash, another user or the law. You agree that monetary damages may not provide a sufficient remedy to Ecomdash for violations of these terms and conditions and you consent to injunctive or other equitable relief for such violations. Ecomdash may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity.

Digital Millennium Copyright Act – Copyright Infringement

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office, and other applicable intellectual property laws. It is our policy to (1) block access or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders. If we remove or disable access to comply with the Digital Millennium Copyright Act we will make a good faith attempt to contact the owner, author, or administrator of each affected site so that they may make a counter notification pursuant to sections 512(g)(2) and (3) of that Act. It is our policy to document all notices of alleged infringement on which we act. A copy of the notice will be sent to a third party who will make it available to the public.

Infringement Notification

If you believe that material or content residing on or accessible through our website or service infringes a copyright, please send a notice of infringement by providing a written communication (by fax or regular mail — not by email, except by prior agreement) that sets forth the items specified below.

To expedite our ability to process your request, please use the following format (including section numbers):

Identify in sufficient detail the copyrighted work that you believe has been infringed.

Identify the material that you claim is infringing the copyrighted work listed in item #1 above, including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence.

You must identify each search result that directly links to a web page that allegedly contains infringing material. This requires you to provide (a) the search query that you used, and (b) the URL for each allegedly infringing search result.

Provide information reasonably sufficient to permit Ecomdash to contact you, including address, telephone number and, if available, email address.

Provide information, if possible, sufficient to permit Ecomdash to notify the owner/author/administrator of the web page that allegedly contains infringing material (email address is preferred).

Include the following statement: "I have a good faith belief that use of the copyrighted materials described above on the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law."

Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint."

Please sign the paper and send the signed notification to our Designated Agent:

Ecomdash, LLC
Attn: Legal Department
5335 Gate Pkwy, 2nd Floor
Jacksonville, FL 32256
Email: support@ecomdash.com

Once proper bona fide infringement notification is received by our Designated Agent, it is our policy: (1) to remove or disable access to the infringing material; (2) to notify the content provider, member or user that we have removed or disabled access to the material; and (3) that repeat offenders will have the infringing material removed from the system and that we will terminate such content provider's, member's or user's access to our service.

Counter Notification

If the content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act.

To file a counter notification with us, you must provide a written communication (by fax or regular mail — not by email, except by prior agreement) that sets forth the items specified below.

To expedite our ability to process your counter notification, please use the following format (including section numbers):

Identify the specific URLs at which material appeared before Ecomdash removed or disabled access to such material, and identification of the material that Ecomdash removed or to which Ecomdash has disabled access.

Provide your name, address, telephone number, e-mail address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or the

U.S. District Court for the Middle District of Florida if your address is outside of the United States), and that you will accept service of process from the person who provided notification of the alleged infringement.

Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that each search result or message identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

Sign the paper. Send the written communication to Ecomdash's Designated Agent.

If a counter-notice is received by our Designated Agent, Ecomdash may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Ecomdash discretion.

General Provisions

1. These Terms constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by Ecomdash of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
2. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Ecomdash therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Ecomdash does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.
3. If there is any dispute about or involving the Site, by using the Site, you agree that the dispute will be governed by the laws of the State of North Carolina without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue exclusively in the state courts of the State of North Carolina.
4. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect.
5. A party's failure or delay to enforce a provision of this Agreement is not a waiver of its right to do so later.
6. If any term of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of the terms will remain in full effect.
7. There are no third party beneficiaries to this Agreement.
8. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

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

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