

TERMS AND CONDITIONS GLOBALUTION CONSULTING LLC

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TERMS AND CONDITIONS AGREEMENT

This *Terms and Conditions* Agreement, along with our Privacy Policy (https://globalution.net/Privacy.pdf) constitutes a legally binding agreement (collectively, "Agreement") made between you, whether personally or on behalf of an entity ("user", "client" or "you") and Globalution Consulting LLC and its affiliated companies, Websites, applications and tools (collectively, Globalution Consulting LLC, "Company" or "we" or "us" or "our"), concerning your access to and use of the https://globalution.net Website(s) as well as any other media form, media channel, mobile website or mobile application related or connected thereto (collectively, the "Sites"); concerning the way services are commissioned by you or products are purchased by you via the Sites or other contact channels. The Sites provide a media experience that is; we provide consulting and advisory services that are, neither professional, legal nor financial advice. The consulting company Globalution Consulting LLC is a 360-degree boutique office. Upon contact, we help individuals to globalize their lives, expand their freedom, protect their wealth, and optimize their security ("Company Services"). Supplemental terms and conditions or documents that may be posted on the Sites, are hereby expressly incorporated into this Agreement by reference.

Company makes no representation that the Sites are appropriate or available in other locations other than where they are operated by Company. The information provided on the Sites is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Sites from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) are not permitted to use the Sites. Company Services can only be commissioned by persons deemed adults.

YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE IN FORMS, BY SENDING E-MAIL(S), BY CONTACTING COMPANY IN OTHER WAYS, AND ALSO BY CONTINUING TO USE THE SITES. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT COMPANY MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE COMPANY SERVICES OR THE SITES.

VERBAL CONTRACTS AND IMPLIED CONTRACTS TO REDUCE FRICTION

Company and you agree to be bound by verbal and implied(-in-law) contracts. Thus, a contract is created by your words, actions, (conclusive) behavior, and the circumstances. The only condition is that a clear will is expressed by you and that acceptance is signaled by Company. You agree that no contract in writing is needed in order to form a legal agreement. You agree that a verbal or implied contract has the same legal force as a written contract. Company is allowed to withdraw acceptance for particular verbal



or implied contracts without disclosing reasons. Company can demand a written contract or confirmation in writing at any time. You are not allowed to revoke a contract from the moment Company started to execute the contract.

ELECTRONIC CONTRACTING AND ELECTRONIC SIGNATURES

Your use of the Sites and the Company Services includes the ability to enter into agreements or contracts or to make transactions, electronically. YOU ACKNOWLEDGE AND ACCEPT THE ELECTRONIC FORM OF AGREEMENT AND CONTRACTING AND AGREE THAT YOUR USE OF THE SITES OR YOUR CONTACT TO COMPANY CONSTITUTES YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH ELECTRONIC AGREEMENTS AND CONTRACTS AND TO PAY FOR COMPANY SERVICES COMMISSIONED, ELECTRONICALLY. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC BEHAVIOUR APPLIES TO ALL COMPANY SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may need certain hardware and software, which are your sole responsibility.

You agree to accept, transmit and receive electronic signatures as rendered valid in the United States under the Electronic Signatures in Global and National Commerce Act (E-Sign Act) of 2000 and the Uniform Electronic Transactions Act (UETA) of 1999 as adopted by individual states.

CONTACT STIMULATES CONSULTING; PURCHASE OF SERVICES; PAYMENT

Upon contact and if demand for Initial Consulting can be deduced from your initiative, Globalution will verify your identity to comply with legal requirements or to meet requirements arising from contracts with our network affiliates. By contacting Company, you agree to this authentication (see: Privacy Policy). Once your identity is verified, Company will evaluate your wishes or contact you to further inquire or specify your wishes. Then, Company prepares an Initial Consulting and informs you about the respective costs. If you opt for our consulting then, you are billed, accordingly. Globalution Consulting LLC will bill you through a payment provider for Company Services. A link with payment details will be sent to you via e-mail or via the Sites - dependent on how you contacted Company first. Company does not have to execute any Company Service before the respective payment will have been made. By contacting Company, by stimulating Company Services, or, therafter, by opting for specific solutions, you agree to pay Company all charges at the prices communicated by Company for the specific products or services which you or other persons using your identity choose or purchase, and you authorize Company to charge you for the choices or purchases. You agree to make payments using Company's payment provider. If you have purchased a product or service that is subject to recurring charges then you agree to us charging your payment method on a recurring basis, without requiring your prior approval for each recurring charge until such time as you cancel the applicable product or service. Globalution Consulting LLC reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchases as deemed required by Company. Company may change prices at any time without prior notice. All payments shall be in U.S. dollars. Company may refuse to work with particular clients for reasons that do not have to be disclosed.



AS-IS COMPANY SERVICES, REFUND AND RETURN

Company offers AS-IS services, products, and proposals that have worked in the past for some people. Whether or not specific solutions (will) work for a particular client now (or in the future) is beyond the control of Company but depends on personal factors or is at the discretion of third parties like governments and legal bodies. Company has no control over future or TO-BE developments: Solutions that work now can be rendered inappropriate in the future due to personal, economic, political, social, and other changes. You acknowledge this fact and know that Company is no fortune teller. The Company Services are tailored precisely to the needs of the customer. Therefore, a return or refund is excluded. Thus, all Company Services are final and irrevocable and no refunds shall be issued. Furthermore, you acknowledge that payments made in order to achieve a goal (for example, payments made to acquire a residency in a particular state), are normally non-refundable even if the desired goal is not reached due to adverse decisions made in a particular case by third parties. In case you face adverse decisions, Company is pleased to assist you to find an alternative. Company does not guarantee any form of success linked to the Company Services and Company is neither liable nor responsible for adverse decisions made by third parties.

REFERRAL FEES

Company can refer you to professional Third Parties (Legal Services and others) that might be capable to help you to realize your respective goals (for example, to obtain a Residency in a particular state). Company has carefully built up a network of experts who are deemed to be helpful for its clients – always keeping in mind the client's benefit. However, where it is legally allowed, Company receives a Referral Fee for Referrals. Where it is legally prohibited, Company does not receive a Referral Fee for Referrals but refers clients without any compensation by the respective Third Party. You are accepting this fact.

USER REPRESENTATIONS

Contact Form, E-Mail, Telephone, Messages, Personal Meetings, Digital Meetings

By using the Sites or commissioning Company Services, you represent and warrant that:

- A. all information you submit is truthful and accurate;
- B. you will maintain the accuracy of such information;
- C. you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use our Sites or commission Company Services; and
- D. your use of the Company Services does not violate any applicable law or regulation.

You also agree to: (a) provide true, accurate, current and complete information about yourself and (b) promptly update data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate contact and refuse any and all current or future use of the Sites and Company Services (or any portion thereof).



Provided Personal Information

Regarding private information you provide to Company via the Sites or via other contact channels like telephone, mail or personal meeting in a <u>non-public</u> manner: Our Privacy Policy provides further information regarding Company's descreet data handling: https://globalution.net/Privacy.pdf

Submissions

You acknowledge and agree that any <u>comments, suggestions, ideas, feedback or other information about</u> the Sites or the Company Services ("Submissions") provided by you to Globalution Consulting LLC are non-confidential and Globalution Consulting LLC (as well as any designee of Company) shall be entitled to the unrestricted use of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Content and Information which You provide Publicly

We may invite you to publicly chat or participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to our Sites and/or to or via the Sites' forms, emails, chat agents, popups, including, without limitation, text, writings, video, audio, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "Contributions"). Any Contributions you publish publicly (for example: On a Social Media platform) are treated as non-confidential because you publish them publicly and this allows us to assume that this information is intended to be publicly visible, available, non-confidential, and non-proprietary. When you create or make available a public Contribution, you, thereby, represent and warrant that:

- A. the creation, distribution, transmission, public display and performance, accessing, downloading and copying of your Contribution does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret or moral rights of any third party;
- B. you are the creator and owner of or have the necessary licenses, rights, consents, releases and permissions to use and to authorize Globalution Consulting LLC and the Sites' users to use your Contributions as necessary to exercise the licenses granted by you under this Agreement;
- C. you have the written consent, release, and/or permission of each and every identifiable individual person in the Contribution to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Contribution in the manner contemplated by our Sites;
- D. your Contribution is not obscene, lewd, lascivious, filthy, violent, harassing or otherwise objectionable (as determined by Globalution Consulting LLC), libelous or slanderous, does not ridicule, mock, disparage, intimidate or abuse anyone, does not advocate the violent overthrow of any government, does not incite, encourage or threaten physical harm against another, does not violate any applicable law, regulation, or rule, and does not violate the privacy or publicity rights of any third party;
- E. your Contribution does not contain material that solicits personal information from anyone under 18 or exploit people under the age of 18 in a sexual or violent manner, and does not violate any federal or



state law concerning child pornography or otherwise intended to protect the health or well-being of minors;

- F. your Contribution does not include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;
- G. your Contribution does not otherwise violate, or link to material that violates, any provision of this Agreement or any applicable law or regulation.

CONTRIBUTION LICENSE

By posting Contributions to any part of the Sites, or making them accessible to the Sites, you automatically grant, and you represent and warrant that you have the right to grant, to Globalution Consulting LLC an unrestricted, unconditional, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part) and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, such Contributions, and to grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. Such use and distribution license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names and logos, personal and commercial images you provide. Company does not assert any ownership over your Contributions; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We will not use your Contribution in a way that infringes on your rights and always process your personal information lawfully and with your consent. Company has the right, in our sole and absolute discretion, to (i) edit, redact or otherwise change any Contributions, (ii) re-categorize any Contributions to place them in more appropriate locations or (iii) pre-screen or delete any Contributions that are determined to be inappropriate or otherwise in violation of this Agreement. By uploading your Contributions to the Sites, you hereby authorize Company to grant to each end user a personal, limited, no-transferable, perpetual, non-exclusive, royalty-free, fully-paid license to access, download, print and otherwise use your Contributions for their internal purposes and not for distribution, transfer, sale or commercial exploitation of any kind.

GUIDELINES FOR REVIEWS

Globalution Consulting LLC may accept, reject or remove reviews in its sole discretion. Globalution Consulting LLC has absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Those persons posting reviews should comply with the following criteria: (1) reviewers should have firsthand experience with the person/entity being reviewed and they musn't mix up responsibilities, e.g. Globalution Consulting LLC should not receive a negative review if not Globalution Consulting LLC but partners or authorities are responsible for a negative experience (2) reviews should not contain: offensive language, profanity, or abusive, racist, or hate language; discriminatory references based on religion, race, gender, national origin, age, marital status,



sexual orientation or disability; or references to illegal activity; (3) reviewers should not be affiliated with competitors if posting negative reviews; (4) reviewers should not make any conclusions as to the legality of conduct; and (5) reviewers may not post any false statements or organize a campaign encouraging others to post reviews, whether positive or negative. Reviews are not endorsed by Globalution Consulting LLC, and do not represent the views of Globalution Consulting LLC or of any affiliate or partner of Company. Globalution Consulting LLC does not assume liability for any review or for any claims, liabilities or losses resulting from any review. By posting a review, the reviewer hereby grants to Globalution Consulting LLC a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable and sublicensable license to reproduce, modify, translate, transmit by any means, display, perform and/or distribute all content relating to reviews or reviews themselves.

PROHIBITED ACTIVITIES

You may not access or use the Sites for any other purpose other than that for which Globalution Consulting LLC makes it available. The Sites may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Globalution Consulting LLC. Prohibited activity includes, but is not limited to:

- A. attempting to bypass any measures of the Sites designed to prevent or restrict access to the Sites, or any portion of the Sites
- B. attempting to impersonate another person or using the (user)name of another person
- C. criminal or tortious activity
- D. deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Sites
- E. deleting the copyright or other proprietary rights notice from any Sites' content
- F. engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools
- G. except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Sites, or using or launching any unauthorized script or other software
- H. harassing, annoying, intimidating or threatening any Company employees or agents engaged in providing any portion of the Company Services to you
- I. interfering with, disrupting, or creating an undue burden on the Sites or the networks or services connected to the Sites
- J. making any unauthorized use of the Company Services or Sites, including collecting names and/or email addresses of clients or users by electronic or other means for the purpose of sending unsolicited email, or sending inquiries by automated means or under false pretenses
- K. Not applicable anymore
- L. systematic retrieval of data or other content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company
- M. tricking, defrauding or misleading Company or other persons, especially in any attempt to learn sensitive information such as passwords, strategies, etc.
- N. using any information obtained from the Sites in order to harass, abuse, or harm another person



- O. using the Company Services as part of any effort to compete with Company or to provide services as a service bureau
- P. Pretending to be a (potential) client to gather information or using the contact channels provided by Company to forward unsolicited spam or advertisements.
- Q. using the Sites in a manner inconsistent with any and all applicable laws and regulations

INTELLECTUAL PROPERTY RIGHTS

The content on the Sites ("Globalution Consulting LLC Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to Globalution Consulting LLC, and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Globalution Consulting LLC Content, includes, without limitation, all source code, databases, functionality, software, Sites' designs, audio, video, text, photographs and graphics. All Globalution Consulting LLC graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of Globalution Consulting LLC in the United States and/or other countries. Globalution Consulting LLC trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Globalution Consulting LLC. Globalution Consulting LLC Content on the Sites is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Sites, you are granted a limited license to access and use the Sites and the Globalution Consulting LLC Content and to download or print a copy of any portion of the Globalution Consulting LLC Content to which you have properly gained access solely for your personal, non-commercial use. Globalution Consulting LLC reserves all rights not expressly granted to you in and to the Sites and Globalution Consulting LLC Content and Marks.

THIRD PARTY WEBSITES AND CONTENT

The Sites contains (or you may be sent through the Sites or the Globalution Consulting LLC Services) links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party accessed through the Sites or any Third Party Content posted on, available through or installed from the Sites, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Websites or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Sites and access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any websites to which you navigate from the Sites or relating to any applications you use or install from the Sites. Any



purchases you make through Third Party Websites will be through other websites and from other companies, and Globalution Consulting LLC takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

SITE MANAGEMENT

Globalution Consulting LLC reserves the right but does not have the obligation to:

- A. monitor the Sites for violations of this Agreement;
- B. take appropriate legal action against anyone who, in Globalution Consulting LLC's sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities:
- C. in Globalution Consulting LLC's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate this Agreement or any Globalution Consulting LLC policy;
- D. in Company's sole discretion and without limitation, notice or liability to remove from the Sites or otherwise disable all files and content that are excessive in size or are in any way burdensome to Globalution Consulting LLC's systems;
- E. otherwise manage the Sites in a manner designed to protect the rights and property of Globalution Consulting LLC and others and to facilitate the proper functioning of the Sites.

TERM AND TERMINATION

This Agreement shall remain in full force and effect while you use the Sites or are otherwise a user of the Sites or Company Services, as applicable.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY RESERVES THE RIGHT TO, IN COMPANY'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITES AND THE COMPANY SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND COMPANY MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITES AND THE COMPANY SERVICES, DELETE ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED OR TRANSFERRED AT ANY TIME, WITHOUT WARNING, IN COMPANY'S SOLE DISCRETION.

In order to protect the integrity of the Sites and Company Services, Company reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Sites and Company Services.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

YOU UNDERSTAND THAT CERTAIN STATES ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF COMPANY'S

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THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CONTACT THE COMPANY VIA E-MAIL USING THE CONTACT INFORMATION BELOW IN THIS AGREEMENT. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

If Company terminates or suspends contact for any reason, you are prohibited from contacting the company anew under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending contact, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS

To Agreement

Company may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Sites and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the Sites or Company Services after any such modification becomes effective. Company may also, in its discretion, choose to alert all clients by e-mail of such modifications. You agree that you will periodically check the Sites for updates to this Agreement and you will read the messages we send you to inform you of any changes. Modifications to this Agreement shall be effective after posting.

To Services

Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Company Services (or any part thereof) with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Company Services.

DISPUTES

Between Users

If there is a dispute between users of the Sites, or between users and any third party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other users of the Sites, you hereby release Company, its officers, employees, agents and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Company Services.

With Company

A. Governing Law; Jurisdiction. This Agreement, the Sites (if applicable), and Company Services shall be governed by and construed in accordance with the internal laws of the State of New Mexico, without regard to conflict of law provisions. With respect to any disputes or claims not subject to



informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Bernalillo County, State of New Mexico, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement since its focus are goods and not services and since its scope are B2B transactions. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way to the Sites or Company Services be instituted more than six (6) months after the cause of action arose.

- **B. Informal Resolution.** To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute") or Company Services, you and Company agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other.
- C. Binding Arbitration. If you and Company are unable to resolve a Dispute through informal negotiations, either you or Company may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Company will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Bernalillo County, State of New Mexico. Except as otherwise provided in this Agreement, you and Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- **D. Restrictions.** You and Company agree that any arbitration shall be limited to the Dispute between Company and you, individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

E. Exceptions to Informal Negotiations and Arbitration. You and Company agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of any of your or Company's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. If this Section is found to be illegal or unenforceable then neither you nor Company will elect to arbitrate any Dispute falling within that portion of this Section found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and you and

CORRECTIONS

Occasionally there may be information on the Sites that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. Company reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

Company agree to submit to the personal jurisdiction of that court.

DISCLAIMER

The Sites and the Company Services may not be used by persons who are subject to any jurisdiction that prohibits access to such Services (e.g. due to nationality, residency, or other reasons). The Sites, the Company Services, and the Globalution Consulting LLC Content are not intended for distribution to, or use by, any person or entity in jurisdictions or states where the usage is opposing law or which would subject Globalution Consulting LLC or its subsidiaries, or affiliates, to any registration requirement within such jurisdiction or state. The Globalution Consulting LLC Content and the Sites do not recommend or offer any form of investment product, investment service, or security. All Globalution Consulting LLC Content is provided without guarantee and does not claim to be reliable or complete. Globalution Consulting LLC Content should not form the basis of any decision; nor should it replace detailed advice in individual cases. We recommend seeking additional (legal) advice before making any decisions on the basis of Globalution Consulting LLC Content or on the basis of statements by Globalution Consulting LLC in general. Globalution Consulting LLC cannot be held accountable for loss that arises from reliance on the Globalution Consulting LLC Content. Any liability for loss or damage of any kind that may result from accessing Globalution Consulting LLC Content, its use/non-use, or application/non-application is excluded. Company cannot control the nature of all of the content available on the Sites. By operating the Sites, Company does not represent or imply that Company endorses any blogs, contributions or other content available on or linked to by the Sites, including without limitation content hosted on third party websites or provided by third party applications, or that Company believes contributions, blogs or other content to be accurate, useful or non-harmful. We do not control and are not responsible for unlawful or otherwise objectionable content you may encounter on the Sites or in connection with any contributions. The Company is not responsible for the conduct, whether online or offline, of any user of the Sites or Company Services.

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LIMITATIONS OF LIABILITY

IN NO EVENT SHALL COMPANY OR ITS MANAGERS, MEMEBERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITES OR COMPANY SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES OR COMMISSION PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES (= THE AMOUNT THAT REMAINS WITH THE COMPANY = THE AMOUNT PAID LESS THIRD PARTY SHARES, THIRD PARTY FEES, THIRD PARTY COSTS, THIRD PARTY COMMISSIONS, ETC.) DURING THE PERIOD OF FOUR (4) WEEKS PRIOR TO ANY CAUSE OF ACTION ARISING — WHETHER THE FEES OR COMMISSION WERE EXPLICITLY STATED AND SEPARATED FROM THIRD PARTY SHARES, FEES, COSTS OR THIRD PARTY COMMISSIONS IN AN INVOICE (AS A SEPARATE POSITION OR SEPARATE POSITIONS) OR NOT.

THIS BEING SAID, YOU ACKNOWLEDGE AND AGREE THAT COMPANY DOES NOT MAKE DECISIONS FOR YOU BUT ONLY HELPS YOU TO GET TO KNOW POTENTIAL OPTIONS THAT MIGHT HELP YOU TO AUGMENT YOUR PERSONAL OR ENTREPRENEURIAL FREEDOM: IT IS UP



TO YOU TO MAKE DECISIONS AND YOU ARE RESPONSIBLE FOR YOUR OWN DECISIONS AS WELL AS FOR THE CHOICES YOU MAKE REGARDING PARTICULAR OPTIONS: YOU ALWAYS HAVE THE FREEDOM TO REJECT OPTIONS AND WE REPEAT OUR RECOMMENDATION TO SEEK ADDITIONAL (LEGAL) ADVICE BEFORE MAKING ANY DECISION ON THE BASIS OF COMPANY SERVICES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

INDEMNITY

You agree to defend, indemnify and hold Company, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your contributed content, use of the Company Services, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Company, and you agree to cooperate, at your expense, with Company's defense of such claims. Company will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

NOTICES

Except as explicitly stated otherwise, any notices given to Company shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the onboarding process, or another address as each party may specify. Notice shall be deemed to be given twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail or by the means that can be found on the Sites, whichever applies.

USER DATA

Our Sites will maintain certain data that you transfer to the Sites for the purpose of the performance of the Company Services, as well as data relating to your use of the Company Services. Although we perform regular routine backups of data, you are primarily responsible for all data that you have transferred or that relates to any activity you have undertaken using the Company Services. You agree that Company shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of



action against Company arising from any such loss or corruption of such data. You acknowledge that this section is supplemented by our separate Privacy Policy.

MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Company regarding the use of the the Sites and the Company Services. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your client account may not be assigned by you without our express written consent. Company may assign any or all of its rights and obligations to others at any time. Company shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Company's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and Company as a result of this Agreement or use of the Sites and Company Services. Upon Company's request, you will furnish Company any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against Company by virtue of having drafted the Agreement. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

CONTACT US

In order to resolve a complaint regarding the Company Services or to receive further information regarding use of the Company Services, please contact Company as set forth below or, if any complaint with us is not satisfactorily resolved, and you are a California resident, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, California 95814 or by telephone at 1-916-445-1254.

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