

Terms of Service

The following Terms of service represent the Warehouse & Fulfillment operating agreement

These terms of service (“Terms”) form a contract between you and 1StockLocation.com, (“1StockLocation”) as a subsidiary trading name for Secure Global LLC, that governs your access and use of the 1StockLocation Services (as defined below in Section 1B). **By using any of the 1StockLocation Services, you agree to be bound by these Terms.** If you are using the 1StockLocation Services on behalf of an organization, you are agreeing to these Terms for that organization and representing to 1StockLocation that you have the authority to bind that organization to these Terms (in which event, “you” or “Merchant” will refer to the organization). You may use the 1StockLocation Services only in compliance with these Terms and only if you have the power and right to form a contract with 1StockLocation. **IF YOU DO NOT OR CANNOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST NOT USE THE 1STOCKLOCATION SERVICES.**

1. ACCOUNTS, 1STOCKLOCATION SERVICES, AND POLICIES.

A. Accounts. In order to create an account with 1StockLocation, you will provide 1StockLocation with identifying information, a password, company information and information about your products (“Registration Information”). You agree that you will provide accurate Registration Information and will promptly update such Registration Information as necessary, but in no event later than 30 days after any applicable change. Upon 1StockLocation acceptance of your request to register for an account (“Account”), you will be sent validation and activation instructions. Access to, and use of, the Account is restricted to authorized users only. You agree not to share your password(s), Account information, or Account access information. You are responsible for maintaining the confidentiality of password(s) and Account information, and you are responsible for all activities that occur under your password(s) or Account(s) or as a result of your access to the Account(s). You agree to notify 1StockLocation immediately of any unauthorized use of your Account. 1StockLocation shall not be liable for any unauthorized use of your Account. Through your Account you can select 1StockLocation Services. For purposes of these Terms, “Good Standing” means that the Account has a positive balance and that you are not be in breach of these Terms or Policies.

B. 1StockLocation Services. Subject to your compliance with these Terms and the Policies (as defined below in Section 1(c)), 1StockLocation shall perform the 1StockLocation Services as selected and authorized by you in your Account. For purposes of these Terms, “1StockLocation Services” means the 1StockLocation products and services and any other features, software, technologies and/or functionalities offered by 1StockLocation and ordered by you through your Account. You may order 1StockLocation Services through your Account (“1StockLocation Services Orders”). All 1StockLocation Services Orders are deemed incorporated into, and governed by, these Terms. By using the 1StockLocation Services, you acknowledge and agree that 1StockLocation is a broker of third-party warehouse and shipping services. 1StockLocation helps you accept shipments from, and make shipments to, third parties. 1StockLocation is an independent contractor for all purposes. 1StockLocation acts as your agent only with respect to the custody of your merchandise.

C. Customer Policies and Use of 1StockLocation Services. 1StockLocation has defined policies that govern your use of the 1StockLocation Services (“Policies”). The Policies are linked below and are hereby incorporated by reference. In the event of any conflict or inconsistency between these Terms and any of the Policies, these Terms shall control. Your breach of any of these Terms or the Policies shall excuse 1StockLocation’s performance of the applicable 1StockLocation Service.

You acknowledge that your breach of the Policies or the Terms may result in you incurring additional fees from 1StockLocation or third parties for the applicable 1StockLocation Services.

2. ACCOUNT BALANCES AND FEES.

A. Account Balances. 1StockLocation may or may not, (depending on the volume of your business), set a minimum balance that you must maintain on your Account (“Minimum”). 1StockLocation reserves the right to increase or to decrease the Minimum on your Account immediately upon notice to you. If and when a minimum has been set, your 1StockLocation Account must be funded at or above the Minimum in order to receive 1StockLocation Services. The funds that you maintain in your 1StockLocation Account constitute your “Account Balance”. As 1StockLocation Services charges are incurred, 1StockLocation will deduct these from your Account Balance. 1StockLocation reserves the right to request deposits to receive inventory to cover costs such as receiving costs and enforce minimum Account Balances. If your Account is closed for any reason, 1StockLocation reserves the right to hold the Minimum Balance for up to 180 Days.

B. Usage Fees. “Usage Fees” are the fees for any 1StockLocation Services and any third-party fees (including, but not limited to carrier fees, shipping fees, rates of duty, international brokerage charges, freight charges, insurance premiums or other charges given during your use of 1StockLocation Services) ordered through your Account and any special or additional fees assessed against your Account as permitted in these Terms or the Policies. Note that the Usage Fees for 1StockLocation Services are billed to the month in which the 1StockLocation Services are performed. Usage Fees are subject to change. If you are on a billing plan, should you change plans during or at the end of any month, your previous pricing plan may no longer be available.

C. Estimates. Quotations for 1StockLocation Services and Usage Fees are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon 1StockLocation. Quotations accepted through 1StockLocation Services’ online interface are estimates based on the information available at the time made. The final rates and service fees may vary based upon the shipment actually tendered, the work actually performed, or a number of factors such as carrier shipping prices, the actual characteristics of your product, the delivery address, and services requested during the normal course of delivery. 1StockLocation reserves the right to bill the Usage Fees based on actual charges at any time after the 1StockLocation Services are rendered. 1StockLocation specifically disclaims liability for any shipping rate errors due to inaccurate or incomplete information, such as dimensions and weights.

D. Currency Fluctuations. 1StockLocation reserves the right to adjust its pricing in response to currency fluctuations, including but not limited to, currency conversion rate changes, conversion fee changes, and/or discount rate changes.

E. Usage Fee Disputes. Should you disagree with any Usage Fees (other than carrier or third-party fees) charged against your Account, you must submit the dispute to 1StockLocation within 90 days of the fee being charged (“Dispute Period”). 1StockLocation will not review customer requests for Usage Fee adjustments that are received after the Dispute Period. The dispute timing allowed for third-party fees and carrier fees shall be set by the applicable third-party or carrier and such time period may be substantially shorter than the 1StockLocation Dispute Period. If you have a dispute with a third-party fee or carrier fee, please contact 1StockLocation immediately.

F. Lien. 1StockLocation shall have a lien against the inventory and on the proceeds thereof for all Usage Fees as well as any reasonable expenses incurred by 1StockLocation for the preservation of the inventory or its sale pursuant to law. 1StockLocation further claims a lien against all Usage Fees for all such inventory stored by you in any other warehouse affiliated with 1StockLocation or its affiliates wherever located and whenever deposited and without regard to whether or not said other property is still in storage.

G. Account Balance Disputes. If 1StockLocation becomes aware of, or is notified of, a dispute relating to your Account Balance, then 1StockLocation will promptly review the dispute. Within 7 business days after the resolution of the dispute, 1StockLocation will credit or debit your Account Balance accordingly, if appropriate. 1StockLocation will not review customer requests for Account Balance adjustments that are received more than 90 days after the amount in dispute is posted to your Account Balance.

H. Abandoned Account and Liquidation. If your Usage Fees remain unpaid for a period greater than 30 days, then 1StockLocation reserves the right, at its sole discretion to reclassify your Account as an “Abandoned Account.” Additionally, any Account that remains unpaid for greater than 60 days will automatically be deemed an Abandoned Account. Upon an Account becoming an Abandoned Account, all rights to ownership of the Account Balance and inventory would then immediately be forfeited by you. Inventory will become immediately and irrevocably unavailable to you, and liquidation proceedings would begin. You agree the inventory would be free and clear of liability, and that you would assume any liability therefore. You would have no rights to the liquidation proceeds. You would also remain liable for any pending Usage Fees above and beyond the liquidation proceeds.

I. Taxes. You acknowledge and agree that all fees, charges and any other rates or amounts charged by 1StockLocation to you hereunder are exclusive of applicable value added, sales/use or goods and service taxes (“Transaction Taxes”) which may be levied in connection with the supply by 1StockLocation of the 1StockLocation Services to you. Where applicable, you shall pay all Transaction Taxes arising in respect of the Usage Fees or other amounts charged by 1StockLocation to you.

J. Currency. All dollar amounts stated in these Terms and the Policy’s will be in US dollars unless otherwise specified.

K. Client Property. No Confidential Information obtained by 1StockLocation from you shall become 1StockLocation Property. All materials provided by you under any 1StockLocation Services Orders shall be deemed “Client Property” for purposes of the Agreement. You grant to 1StockLocation a non-exclusive license to the Client Property solely as needed to provide the

1StockLocation Services. No other licenses, express or implied, under any intellectual property rights are granted by you to 1StockLocation under these Terms.

L. Data Security. The Service is currently provided from the United States. Registration Information, Account Data, information and other data (“Data”) is currently stored and processed in the United States. 1StockLocation has implemented and will maintain appropriate physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration or disclosure of. These measures include encryption of Data during transmission to the 1StockLocation Service and encryption of backups of Data and authentication credentials at rest. 1StockLocation will use reasonable efforts to promptly notify Account owner of any unauthorized access to, or use of, Data that comes to 1StockLocation’s attention. You must immediately notify 1StockLocation of any suspected security breach at security (at) 1StockLocation (dot) com, followed by contacting 1StockLocation customer support.

6. INDEMNITY.

You agree to indemnify and to hold harmless 1StockLocation, its parent corporation, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys’ fees and costs, due to or arising out of your use of the 1StockLocation Services and/or your violation of the Terms or the Policies. Whether 1StockLocation accepts or refuses goods you agree to indemnify and hold harmless 1StockLocation from any and all claims for transportation, storage, handling and other charges relating to such goods, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature.

7. DISCLAIMERS.

A. AS IS. WHILE, 1STOCKLOCATION WILL ENDEAVOR TO PROVIDE THE 1STOCKLOCATION SERVICES IN ACCORDANCE WITH THESE TERMS, THE 1STOCKLOCATION SERVICES AND THE 1STOCKLOCATION WEB SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. 1STOCKLOCATION AND 1STOCKLOCATION’S SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT FOR THE 1STOCKLOCATION SERVICES, THE 1STOCKLOCATION WEB SITE AND ANY THIRD PARTY SERVICES. THE USE OF THE 1STOCKLOCATION SERVICES, 1STOCKLOCATION WEB SITE, OR THIRD PARTY SERVICES IS AT YOUR OWN RISK.

B. Inventory Disclaimer. 1StockLocation is not the importer of record for inventory stored at 1StockLocation locations. 1StockLocation shall not be held liable for complying with your instructions through the 1StockLocation Services. You understand that 1StockLocation does not inspect your goods nor does 1StockLocation take responsibility for the business decisions that you make and implement through the 1StockLocation Services. For example, 1StockLocation cannot control or ensure that a buyer or seller with whom you do business will remit payment for goods in accordance with your agreement with them. For purposes of clarity, 1StockLocation is not the Merchant of Record for any of your inventory. 1StockLocation is not responsible for items damaged during the pick and pack process or for breakage of items during transit that have been picked and packed by 1StockLocation.

C. No Continuous Access. 1StockLocation does not guarantee continuous, uninterrupted or secure access to the 1StockLocation Service. Operation of the 1StockLocation Services may be interfered with by numerous factors outside of our control. 1StockLocation will make reasonable efforts to process requests for receiving or shipping merchandise in a timely manner but 1StockLocation makes no representations or warranties regarding the amount of time needed to complete processing because our Service is dependent upon many factors outside of our control, such as delays caused by third parties.

8. LIMITATION OF LIABILITY.

A. Third Party Liability. By using the 1StockLocation Services, you acknowledge and agree that 1StockLocation disclaims all liability for the acts or omissions (including, without limitation, any negligence or willful misconduct) of any third party whether or not selected by or retained by 1StockLocation.

B. Annual Goods Shrink-Allowance. Handling physical products could result in loss or damage of inventory. We maintain high standards, however occasionally facilities experience concealed shortages, product damages, mislabeled, mis-picked product

and/or cross-shipments. 1StockLocation maintains merchant friendly receiving and product labeling requirements. You agree that 1StockLocation will have a 1.5% shrink allowance based on the value of your account's product known to be in the facility based on the stated cost value measured on an annual basis and subject to Limitations of Liability in Section 8 below. Explainable, offsetting inventory adjustments based on mis-marked inventory or receiving inventory errors will not be deemed an inventory shrinkage event or lost inventory.

C. Waiver of Consequential Damages and Limitation of Liability. IN NO EVENT SHALL 1STOCKLOCATION OR 1STOCKLOCATION'S SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS, LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE, ANY CONTENT, OR ANY THIRD PARTY SITES AND CONTENT. OTHER THAN AS SET FORTH BELOW, IN NO EVENT SHALL 1STOCKLOCATION'S LIABILITY UNDER THIS AGREEMENT EXCEED THE MONIES PAID OR PAYABLE BY YOU TO 1STOCKLOCATION FOR THE APPLICABLE 1STOCKLOCATION SERVICES EXCLUDING CARRIER FEES OR OTHER THIRD PARTY FEES ("DAMAGES CAP"). IN THE EVENT OF AN UNAUTHORIZED TRANSACTION BY A 1STOCKLOCATION EMPLOYEE OR AGENT, 1STOCKLOCATION IS ONLY LIABLE FOR THE DAMAGES CAP. 1STOCKLOCATION MUST BE NOTIFIED WITHIN FIVE (5) DAYS AFTER ANY UNAUTHORIZED TRANSACTION OR YOU WAIVE ALL DAMAGES FROM 1STOCKLOCATION.

D. Exclusive Remedy. 1STOCKLOCATION'S LIABILITY REFERRED TO BELOW SHALL BE YOUR EXCLUSIVE REMEDY AGAINST 1STOCKLOCATION FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO LOSS, DAMAGE AND/OR DESTRUCTION OF INVENTORY AND SHALL APPLY TO ALL CLAIMS INCLUDING INVENTORY SHORTAGE AND MYSTERIOUS DISAPPEARANCE CLAIMS UNLESS YOU PROVE BY AFFIRMATIVE EVIDENCE THAT 1STOCKLOCATION CONVERTED THE GOODS TO ITS OWN USE. YOU WAIVE ANY RIGHTS TO RELY UPON ANY PRESUMPTION OF CONVERSION IMPOSED BY LAW.

E. Damage or Loss of Inventory. INVENTORY INSURANCE IS AVAILABLE. IN THE EVENT OF LOSS, DAMAGE OR DESTRUCTION OF INVENTORY ("INVENTORY LOSS") FOR WHICH 1STOCKLOCATION IS LEGALLY LIABLE, YOU DECLARE THAT 1STOCKLOCATION'S LIABILITY SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (1) THE ACTUAL DOCUMENTED COST OF THE LOST, DAMAGED, AND/OR DESTROYED INVENTORY LESS ANY RESIDUAL VALUE; (2) THE DOCUMENTED FAIR MARKET VALUE OF THE LOST, DAMAGED, AND/OR DESTROYED INVENTORY ON THE DATE YOU ARE NOTIFIED OF LOSS, DAMAGE AND/OR DESTRUCTION; (3) 5 TIMES THE MONTHLY STORAGE PORTION OF THE MONTHLY FEE APPLICABLE TO SUCH LOST, DAMAGED AND/OR DESTROYED INVENTORY; (4) \$.50 PER POUND FOR SAID LOST, DAMAGED, AND/OR DESTROYED INVENTORY OR, (5) \$100 (US DOLLARS) PER ASN RECEIVED THAT INCLUDED THE INVENTORY SUBJECT TO THE LOSS, DAMAGE OR DESTRUCTION. PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER INVENTORY IS RECEIVED, YOU MUST ADD INVENTORY INSURANCE ON PART OR ALL OF THE INVENTORY IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED COVERAGE; FURTHER PROVIDED THAT NO SUCH COVERAGE SHALL BE VALID UNLESS PAID FOR BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE INVENTORY HAS OCCURRED. IN NO EVENT SHALL 1STOCKLOCATION BE LIABLE FOR ANY LOST SALES REVENUE FROM INVENTORY LOSS. 1STOCKLOCATION'S MAXIMUM LIABILITY FOR INVENTORY LOSS WILL BE CAPPED AT 5% OF THE TOTAL PRODUCT VALUE OR ONE MONTH OF THE AVERAGE BILLABLE STORAGE, WHICHEVER IS LOWER ("INVENTORY DAMAGES CAP"). FOR GREATER COVERAGE, YOU MUST ADD INVENTORY INSURANCE IN YOUR ACCOUNT SETTINGS ON THE INVENTORY THAT YOU WISH COVERED BY INSURANCE, IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED COVERAGE; FURTHER PROVIDED THAT NO SUCH COVERAGE SHALL BE VALID UNLESS PAID FOR BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE INVENTORY HAS OCCURRED.

F. Inventory Count Inaccuracies. IN THE EVENT OF INVENTORY LOSS IN EXCESS OF THE ANNUAL GOODS SHRINKAGE ALLOWANCE DUE TO INVENTORY COUNT INACCURACIES, INACCURATE INVENTORY COUNTS DURING RECEIVING OR INVENTORY COUNT INACCURACIES AT ANY TIME THAT 1STOCKLOCATION IS IN POSSESSION OF INVENTORY FOR WHICH THE CLAUSES ABOVE IS DETERMINED TO BE INAPPLICABLE AND 1STOCKLOCATION IS HELD LEGALLY LIABLE, YOU AGREE THAT IT WILL BE CONSIDERED AN "INVENTORY LOSS" AND 1STOCKLOCATION'S LIABILITY SHALL BE LIMITED AS STATED IN 8.E. ABOVE. IN NO EVENT SHALL 1STOCKLOCATION BE LIABLE FOR ANY LOST SALES REVENUE FROM THE INVENTORY LOSS DUE TO INVENTORY COUNT INACCURACIES.

G. Projects. IN THE EVENT OF A LOSS DUE TO A PROJECT DEFINED AS AN HOURLY OR PIECE WORK DONE ON EXPECTED OR HELD INVENTORY ("PROJECT"), YOU DECLARE THAT 1STOCKLOCATION'S LIABILITY SHALL

BE LIMITED TO THE HOURLY CHARGE YOU PAID TO 1STOCKLOCATION FOR THE PROJECT.

9. TERMINATION AND CLOSING YOUR ACCOUNT.

There are 3 classes of Account closure and limited access, which you accept as preconditions to using the Service:

A. Held Accounts. A held Account will be inaccessible to you, and all activity will be suspended. 1StockLocation reserves the right to place an Account on hold for a number reasons, including but not limited to the following:

- Insufficient funds or negative Balance;
- Suspicious activity on or through the Account;
- If anyone using your Account uses abusive language or otherwise threatens 1StockLocation or its staff;
- To allow time to resolve or investigate a third party complaint of a violation of these Terms;
- To allow time for investigation or resolution of an unauthorized transaction, customer complaint, dispute or accusation;
- To allow time for 1StockLocation to comply with your extraordinary support requests.

B. Immediate termination. Immediate termination is where we immediately close your Account and ship remaining inventory to the billing address listed in your Account, at your expense. If no address is available, we will liquidate your inventory (See Abandoned Account and Liquidation for more information). 1StockLocation reserves the right to immediately terminate an Account for a number reasons, including but not limited to the following:

- Ignoring a warning of misuse of the 1StockLocation Services.
- Violation of 1StockLocation's Policies (including, without limitation, the Acceptable Use Policy), these Terms or any other conditions of use.

C. Termination with 30 days notice. 1StockLocation reserves the right to terminate an Account for any reason upon 30 days notice ("Termination Notice Period") which 1StockLocation shall send to you via email. It is your responsibility to make sure 1StockLocation has a working email for you. You may have full or limited use of your Account during the Termination Notice Period in our discretion, with the intention of allowing you to expire existing inventory without it being shipped back to you. Any inventory that remains in inventory at the expiration of the Termination Notice Period will be shipped to the address on file and, if address is not on file, the billing address on your credit card, at your expense. If no address is available or no balance is available to pay for shipment back to you, we will liquidate your remaining inventory. (See Abandoned Account and Liquidation Policy for more information.)

D. Additional Actions. If you violate the Policies or these Terms, we may close, put on hold, or limit access to your Account or the 1StockLocation Services as set forth above. Without limiting any of remedies under law or equity, we may also take any actions we deem necessary or advisable, including, without limitation, any of the following actions:

- Contact buyers who have received goods that we shipped on your half, contact your bank or credit card issuer, and warn other users, law enforcement, or impacted third parties of your actions;
- Update inaccurate information;
- We may refuse to provide the 1StockLocation Services to you in the future;
- We may hold your funds and inventory for up to 180 days if reasonably needed to protect against the risk of liability; and
We may take legal action against you.

E. Closing Accounts. You may close your Account at any time. If you wish to close your Account with 1StockLocation, then please follow the steps in the Closing Your Account policy.

10. DISPUTES.

Please note, while disagreements sometimes arise, 1StockLocation wants to address any complaint with the 1StockLocation Service in a proactive manner. Please log a support case for resolution, you can send an e-mail to customer@1StockLocation.com. If you feel an escalation is merited please e-mail Legal@1StockLocation.com regarding your unresolved case and your concern. For purposes of clarity, this does not waive the notice requirement set forth below.

A. Merchant Protection is Available. 1StockLocation strongly urges you to appreciate that errors happen with storage and shipping, and that the best defense is protecting yourself ahead of time. 1StockLocation offers multiple merchant protection services that can be taken advantage of anytime. Please note these services may not be applied retroactively, and are thus best used at the time of Account setup.

- **Insurance is Available.** Insurance is available, and strongly recommended. Inventory insurance, and outbound shipping insurance are available options in your Account and may offer remedies in the event of an error. To see details, please visit the Help Center on www.1StockLocation.com.
- **Customer Care is Available.** 1StockLocation offers support services to active Accounts in Good Standing. Support services are provided for informational purposes and is not a guarantee. 1StockLocation specifically disclaims any liability for opinions followed or not followed by merchants.
- **Promptly Review Your 1StockLocation Charges.** 1StockLocation urges you to review your 1StockLocation service and Usage fees regularly so that we can work with you in a timely manner should there be a discrepancy or disagreement as to a charge. Please see section 5.5 that limits the billing review period to 90 days for 1StockLocation fees and less time for some carrier charges due to carrier or insurance terms of service.

B. Mandatory Mediation and Arbitration of Disputes. Except for disputes relating to payment for 1StockLocation Services or as otherwise expressly provided in these Terms, all disputes arising under these Terms, any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, or otherwise from your use of or access to the website or Services, shall be determined by arbitration in the County of Santa Clara, California (using the English language), before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures then in effect or such other rules as may be stipulated to by the parties. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Prior to the appointment of the arbitrator, and within 10 days from the date of commencement of the arbitration, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

11. GOVERNING LAW AND VENUE.

These Terms and performance by the parties hereunder shall be construed in accordance with the applicable laws of the State of California without regard to conflicts of laws provisions thereof, or, as appropriate the federal laws. Any action or proceeding arising from or relating to these Terms must be brought in a federal or state court in Santa Clara, California. You and 1StockLocation consent to the exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara, California. Notwithstanding the foregoing, 1StockLocation may seek injunctive or other equitable relief to protect 1StockLocation's intellectual property rights in any court of competent jurisdiction.

12. GENERAL PROVISIONS.

A. Severability. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make such provision valid and enforceable and the remaining provisions of these Terms shall remain in effect and enforceable in accordance with their terms.

B. No Waiver. Failure or delay of 1StockLocation to exercise a right or power under these Terms shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

C. Notices to You. You agree that 1StockLocation may provide notice to you by posting it on our website, emailing it to the email address listed in your Account, or mailing it to the street address listed in your Account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to the email address listed in your Account. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. 1StockLocation reserves the right to terminate your Account if you withdraw your consent to receive electronic communications.

D. Notices to 1StockLocation. Except as otherwise stated, legal notices to 1StockLocation must be sent by postal mail to: 1StockLocation.com, Attention: Legal Department, 1600 E. St. Andrew Place Santa Ana, CA 92705, and shall not be deemed to be received until actually received.

E. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without 1StockLocation's prior written consent and any attempted assignment without that consent will be void. 1StockLocation reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. Subject to the foregoing provisions of this Section, these Terms shall be binding on and inure to the benefit of the parties' successors and assigns.

F. Conflict of Terms. If there is a conflict between these Terms and the terms on any air waybill, bill of lading or other transit documentation set forth by the contracted carrier, the carrier's terms will control. If not stated within the carrier's terms, the Terms as stated herein shall control.

G. Entire Agreement and Modifications to Terms and Policies. These Terms and the Policies are the entire statement of the terms that govern your use of the 1StockLocation Services and the 1StockLocation Website. 1STOCKLOCATION MAY MAKE CHANGES TO THESE TERMS AND/OR THE POLICIES FROM TIME TO TIME IN 1STOCKLOCATION'S SOLE DISCRETION. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE 1STOCKLOCATION SERVICES OR THE 1STOCKLOCATION WEB SITE AFTER 1STOCKLOCATION POSTS OR OTHERWISE MAKES AVAILABLE MODIFIED TERMS AND/OR POLICIES WILL CONSTITUTE YOUR ACCEPTANCE OF THOSE MODIFIED TERMS AND POLICIES. 1StockLocation will endeavor to provide you with notice of any changes to these Terms or the Policies, but 1StockLocation's failure to do so shall not excuse your obligation to comply with such modified Terms and Policies.

H. Attorneys' Fees and Costs. 1StockLocation shall have the right to collect from you its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing these Terms.

I. Force Majeure. 1StockLocation shall not be liable for any delays or inability to perform the 1StockLocation Services caused by forces beyond 1StockLocation's control including, without limitation, acts of God or acts of third party service providers including but not limited to carriers and postage systems. When goods are ordered out, in the case of acts of God, war, terrorism, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond 1StockLocation's control, or because of loss or destruction of goods for which 1StockLocation is not liable, or because of any other excuse provided by law, 1StockLocation shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges. If 1StockLocation has exercised reasonable care and is unable, due to causes beyond its control, to affect delivery before expiration of the current storage period, the inventory will be subject to storage charges for each succeeding storage period.
