

MARSHALL XTREME PCS

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CENTRAL FALLS, RI 02863

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Effective Date: February 2020

Effective Date: This web page represents a legal document and is the Terms and Conditions (Agreement) for our website, <https://marshallxtremepcs.tech>(Website). By using our Website, you agree to fully comply with and be bound by the following Agreement each time you use our Website. Definitions The terms "us", "we", and "our" refer to [MARSHALL XTREME PCS LLC], the owner of this Website. A "Visitor" is someone who merely browses our Website. A "Member" is someone who has registered with our Website to use our Services. The term "User" is a collective identifier that refers to either a Visitor or a Member. The term "Product" refers to any products we sell or give away. All text, information, graphics, design, and data offered through our Website or Services, whether produced by our Members or by us, are collectively known as our "Content". We distinguish content posted by our Members as "Member Content". Acceptance of Agreement This Agreement is between you and [MARSHALL XTREME PCS LLC]. THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING, AND/OR BROWSING OUR WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITE IMMEDIATELY AND DO NOT USE, ACCESS, AND/OR BROWSE IT FURTHER. Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and MARSHALL XTREME PCS LLC and supersedes all other Agreements, representations, warranties, and understandings with respect to our Website, Services, and the subject matter contained herein. However, for you to use our Website and/or Services, you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated. Privacy Notice Our Privacy Notice is considered part of this Agreement and is available on this website. You must review our Privacy Notice by clicking on this [HTTP://MARSHALLXTREMEPCS.TECH](http://MARSHALLXTREMEPCS.TECH) . If you do not accept and agree to be bound by all the terms of this Agreement, including the MARSHALL-XTREME-PCS.UENISHOPS.COM. Privacy Notice, do not use this Website or our Services. Arbitration Any legal controversy or claim arising from or relating to this Agreement and/or our Service, excluding legal action taken by us to collect or recover damages for – or obtain any injunction relating to – website operations, intellectual property, and our Service, will be settled solely by binding arbitration

in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in CENTRAL FALLS, RHODE ISLAND, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in CENTRAL FALLS, RHODE ISLAND, necessary to protect our or your rights or property pending the completion of arbitration. Each party will bear half the arbitration fees and costs.

Choice of Law and Jurisdiction This Agreement will be treated as if it were executed and performed in CENTRAL FALLS, RHODE ISLAND, and will be governed by and construed in accordance with the laws of the state of RHODE ISLAND without regard to conflict of law provisions. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Limited License [MARSHALL XTREME PCS LLC] grants you a nonexclusive, non-transferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services is solely for internal, personal, noncommercial purposes unless otherwise provided for in this Agreement. No printout or electronic version of any part of our Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Legal Compliance You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website, Content, Services, and any software provided therein.

Our Relationship to You This Agreement in no way creates any agency, partnership, joint venture, or employee-employer or franchisor-franchisee relationship between you and MARSHALL XTREME PCS LLC.

Our Intellectual Property Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of our Website or Services does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of MARSHALL XTREME PCS LLC. Our Content, as found within our Website and Services, is protected under United States and foreign copyrights. The copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our Website and Services does not grant you any ownership rights to our Content.

Eligibility and Registration for Membership To use our Services, you must register with our Website to become a Member. Your Membership is not transferable or assignable and is void where prohibited. Our Website and Services are intended solely for Users who are at least (18) years of age or older. Any registration by, use of, or access to our Website by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using our Website and/or Services, you represent and warrant that you are (18) years of age or older and agree to abide by all the terms and conditions of this Agreement. [MARSHALL XTREME PCS LLC] has sole right and discretion to determine whether to accept a Member, and may reject a Member's registration with or without explanation. When you complete the registration process, you will receive a password that will allow you to access our Services. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality as well as all activities that occur through the use of your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that our Website cannot and will not be liable for any loss or damage arising from your failure to comply with password

security as discussed herein. Errors, Corrections, and Changes We do not represent or otherwise warrant that our Website will be error-free or free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Website will be correct, accurate, timely, or otherwise reliable. [MARSHALL XTREME PCS LLC] reserves the right at our sole discretion to change any content, software, and other items used or contained in our Website or Services at any time without notice. Disclaimer Our Website publishes content supplied by third parties, Users, advertisers, merchants, and sponsors. Accordingly, [MARSHALL XTREME PCS LLC] has no editorial control over such content. Any opinions or other information or content expressed or made available by third parties, including information providers, Users, or any other user of our Website, are those of the respective author(s) and not of [MARSHALL XTREME PCS LLC]. [MARSHALL XTREME PCS LLC] does not guarantee the accuracy, completeness, merchantability, or fitness for any particular purpose nor the legality of any content provided by any of these parties. You understand that we do not operate or control the products or services offered by third-party merchants. These merchants are responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into between you and merchants. You agree that use of or purchase from such merchants is AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY US. All rules, legal documents (including privacy policies), and operating procedures of merchants will apply to you while on any merchant websites. You hereby acknowledge that nothing contained in our Website will constitute financial, investment, legal, and/or other professional advice and that no professional relationship of any kind is created between you and [MARSHALL XTREME PCS LLC] or our Members. You hereby agree that you will not make any financial, investment, legal, and/or other decision based in whole or in part on anything contained in our Website or Services. Warranty Disclaimer [MARSHALL XTREME PCS LLC] is not responsible or liable in any manner for any Content posted on our Website or in connection with our Services, whether posted or caused by Members of our Website, or by [MARSHALL XTREME PCS LLC]. Although we provide rules for Member conduct and postings, we do not control and are not responsible for what Members post, transmit, or share on our Website or Services, and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter using our Website or Services. [MARSHALL XTREME PCS LLC] is not responsible for the online or offline conduct of any User of our Website or Services. Our Website or Services may be temporarily unavailable from time to time for maintenance or other reasons. [MARSHALL XTREME PCS LLC] assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of Member communications. [MARSHALL XTREME PCS LLC] is not responsible for any technical malfunction or other problems of any telephone network or service, computer system, server or provider, computer or mobile phone equipment, or software, or for any failure of email on account of technical problems or traffic congestion on the Internet, or for any combination thereof – including injury or damage to Members' or any other person's computer, mobile phone, or other hardware or software – related to or resulting from the use or downloading of materials in connection with our Website or Services, including, without limitation, any software provided through our Website or Services. Under no circumstances will [MARSHALL XTREME PCS LLC] be responsible for any loss or damage, including any loss or damage, personal injury, or death resulting from anyone's use of our Website or Services, or any interactions between Users of our Website or Services, whether

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Website through our Services (Member Content). Members and Visitors understand that by using our Website or Service, they may be exposed to content that is offensive, indecent, or objectionable. We have no control over Member Content and do not in any way guarantee its quality, accuracy, or integrity. MARSHALL XTREME PCS is not responsible for the monitoring or filtering of any Member Content. Should any Member Content be found illegal, [MARSHALL XTREME PCS LLC] will submit all necessary information to relevant authorities. If any Member Content is reported to [MARSHALL XTREME PCS LLC] as being offensive or inappropriate, we may ask the Member to retract or otherwise modify the questionable content within 24 hours of being notified by [MARSHALL XTREME PCS LLC]. If the Member fails to meet such a request, [MARSHALL XTREME PCS LLC] has full authority to restrict the Member's ability to post Member Content OR to immediately terminate the Member's membership without further notice to the Member. Without limiting the foregoing, we have sole discretion to remove any Member Content that violates this Agreement or that is otherwise objectionable in our sole discretion. Members are responsible for complying with all applicable federal and state laws for their content, including copyright and trademark laws. Members will respect copyright and trademark laws. You warrant that you will not use our Services to infringe on the intellectual property rights of others in any way. In accordance with the DMCA and other applicable law, we have adopted a policy of terminating Members whom we deem, in our sole discretion, to be infringers of others' intellectual property rights. As a Member, you agree not to use our Services to do any of the following: Upload, post, or otherwise transmit any Member Content that: Violates any local, state, federal, or international laws Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable Links directly or indirectly to any materials to which you do not have a right to link Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our Website or Services Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation In the sole judgment of [MARSHALL XTREME PCS LLC] is objectionable or restricts or inhibits any other person from using or enjoying our Website or Services, or which may expose [MARSHALL XTREME PCS LLC], our affiliates, or our Users to any harm or liability of any type Use our Content to: Develop a competing website Create compilations or derivative works as defined under United States copyright laws Redistribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism Decompile, disassemble, or reverse engineer our Website, Services, and any related software Use our Website or Services in any manner that violates this Agreement or any local, state, federal, or international laws Use of Information You grant [MARSHALL XTREME PCS LLC] a license to use the information and materials you post to our Website. By posting, displaying, transmitting, performing, or otherwise distributing information or other content ("Member Content") to our Website, you are granting [MARSHALL XTREME PCS), its officers, directors, employees, agents, consultants, representatives, and affiliates, a license to use the Member Content in connection with the operation of the business of [MARSHALL XTREME PCS LLC], its directors, employees, officers, affiliates,

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any provision of this Agreement will not be deemed a waiver of such a provision, nor of the right to enforce such a provision. Our rights under this Agreement will survive any termination of this Agreement. Changes to Our Terms and Conditions We reserve the right to change these Terms and Conditions at any time by giving you advance notice of the changes by email or in writing. We will also post these changes on our website. These changes will become effective 30 days after receipt of the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Website, Services, and Products after any change to these Terms and Conditions and our notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms and Conditions, you can choose to discontinue the use of our Website, Services, and Products