

1. Introduction

This User Agreement, and additional terms posted on and in our sites, applications, tools, and services (collectively "Services") set out the terms on which WND&WVS MARKETPLACE offers you access to and use of our Services. You agree to comply with all terms of this User Agreement when accessing or using our Services.

The entity you are contracting with is: WND&WVS MARKETPLACE.

2. About WND&WVS MARKETPLACE

WND&WVS MARKETPLACE is a marketplace that allows users to offer, sell, and buy goods and services in various geographic locations using a variety of pricing formats. WND&WVS MARKETPLACE is not a party to contracts for sale between third-party sellers and buyers, nor is WND&WVS MARKETPLACE a traditional auctioneer.

Any guidance WND&WVS MARKETPLACE provides as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational and you may decide to follow it or not. Unless otherwise expressly provided, WND&WVS MARKETPLACE has no control over and does not guarantee: the existence, quality, safety, or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

3. Using WND&WVS MARKETPLACE

In connection with using or accessing our Services you agree to comply with this User Agreement, our policies, our terms, and all applicable laws, rules, and regulations, and you will not:

- breach or circumvent any laws, regulations, third-party rights or our systems, Services, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services, or are a person with whom transactions are prohibited under economic or trade sanctions;
- fail to pay for items purchased by you, unless you have a valid reason as set out in an WND&WVS MARKETPLACE policy;
- fail to deliver items sold by you, unless you have a valid reason as set out in an WND&WVS MARKETPLACE policy;

- manipulate the price of any item or interfere with any other user's listings;
- transfer your WND&WVS MARKETPLACE account (including feedback) and user ID to another party without our consent;
- share your log in credentials with any third parties;
- create listings or provide us with content in inappropriate categories or areas of our sites;
- engage in gambling;
- provide us with content that is false, inaccurate, misleading, deceptive, defamatory, libelous, illegal, inappropriate, harmful, or violates and/or infringes the rights of others;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm WND&WVS MARKETPLACE or the interests or property of users;
- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of WND&WVS MARKETPLACE;
- circumvent any technical measures used to provide our Services;
- interfere with the functioning of our Services, such as by imposing an unreasonable or disproportionately large load on our infrastructure;
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to WND&WVS MARKETPLACE. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to WND&WVS MARKETPLACE or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of our Services or post content that does not belong to you;

- commercialize any WND&WVS MARKETPLACE application or any information, data, or software associated with such application, except with the prior express permission of WND&WVS MARKETPLACE; or
- harvest or otherwise collect or use information about users without their consent.

Sellers must meet WND&WVS MARKETPLACE's policies and standards**** Failure to meet these standards may result in WND&WVS MARKETPLACE charging sellers additional fees, and/or limiting, restricting, suspending, or downgrading your seller account.

If we believe you are violating any of our policies, or abusing WND&WVS MARKETPLACE and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. We may offer a process allowing users to report claimed violations for us to consider and handle through one or more of these options, all in our sole discretion.

We may cancel unconfirmed accounts or accounts that have been inactive for a substantial period of time. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

4. Policy Enforcement

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers. The foregoing does not limit or impair our right to refuse, modify, or terminate all or part of our Services to anyone, or to terminate this agreement with anyone, for any reason at our discretion.

5. Fees and Taxes

We charge sellers for the use of our Services. In some cases, where buyers receive supplemental Services such as authentication or storage Services for items in certain categories, we may also charge those buyers for such supplemental Services.

The fees we charge sellers for using our Services to sell goods and services are listed on our Fees pages. We may change our selling fees from time to time by posting the changes on the WND&WVS MARKETPLACE site fourteen (14) days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

If you are a seller, you are liable for fees arising out of all sales made using some or all of our Services, even if sales terms are finalized or payment is made outside of WND&WVS MARKETPLACE.

You as a seller must have a payment method on file when using our selling Services and pay all fees and applicable taxes associated with your use of our Services by the payment due date. If your payment method fails or your account is past due, we may place restrictions on your account.

6. Listing Conditions

When listing an item for sale on our Services, you agree to comply with WND&WVS MARKETPLACE's listing and selling policies*****. and also agree that:

- You assume full responsibility for the item offered and the accuracy and content of the listing, including listing content created using tools offered by WND&WVS MARKETPLACE or third parties such as translation, image editing, and generative artificial intelligence tools;
- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). WND&WVS MARKETPLACE can't guarantee exact listing duration;
- Your fixed-price listings may renew automatically every calendar month, based on the listing terms at the time, until all quantities sell or the listing is ended by you or WND&WVS MARKETPLACE, in its sole discretion;
- The content you provide complies with all of our listing policies.
- Content that violates any of WND&WVS MARKETPLACE's policies may be modified, obfuscated, or deleted at WND&WVS MARKETPLACE's sole discretion;
- We may revise listings to supplement, remove, or correct information;
- We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
 - buyer's location, search query, browsing site, and history;
 - item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;

- seller's history, including listing practices, WND&WVS MARKETPLACE policy compliance, feedback, and defect rate; and
 - number of listings matching the buyer's query.
- You will not sell and will promptly remove all listings for any product recalled by a manufacturer or governmental agency if the sale of the product is prohibited by law or regulation or if the product poses a health or safety hazard as specified by any governmental agency. WND&WVS MARKETPLACE has no responsibility or liability for the safety or performance of any product that you list or sell using our Services, including any product that is subject to a recall. You are solely responsible for any non-conformity or defect in, or compliance with any public or private recall of, any product you list or sell using our Services;
- WND&WVS MARKETPLACE may publish and promote your listings, including related content such as username, product reviews and feedback, in any format and through any channel, including across any WND&WVS MARKETPLACE Services, our partners, or third-party property or advertising medium; and
- Selling fees do not purchase exclusive rights to item exposure on our Services. We may display third-party advertisements (including links and references thereto) or other content in any part of our Services, including listings, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, sellers.

7. Purchase Conditions

When buying an item using our Services, you agree that:

- You are responsible for reading the full item listing before making a bid or offer, buying, or committing to buy;
- You enter into a legally binding contract to purchase an item when you buy the item, commit to buy the item, your offer for the item is accepted, you have the winning bid for the item, or your bid for the item is otherwise accepted, regardless of when payment is due or received unless the transaction terms state that you are required to pay for the item before a binding contract is formed;
- We do not transfer legal ownership of items from the seller to you;

8. Content

When you provide content using our Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights you have in that content in connection with our provision, expansion, and promotion of our Services, including development of new offerings as part of our Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights, including any moral rights, in that content against WND&WVS MARKETPLACE, our assignees, our sublicensees, and their assignees in connection with our, those assignees', and those sublicensees' use of that content in connection with our provision, expansion, and promotion of our Services.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this User Agreement. You represent and warrant that such content is accurate, appropriate, and legal. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any Intellectual Property Rights of any third party. WND&WVS MARKETPLACE takes no responsibility and assumes no liability for any content provided by you or any third party.

We offer product data (including images, descriptions and specifications) that are provided by third parties (including WND&WVS MARKETPLACE users). You may use that content solely in your WND&WVS MARKETPLACE listings. WND&WVS MARKETPLACE may modify or revoke such permission at any time in our sole discretion. The product data includes copyrighted, trademarked, and other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings in the product data and not to create any derivative works based on that data (other than by including the data in your listings).

We try to offer reliable product data, but we cannot promise that the content provided through our Services will always be available, accurate, complete, and up-to-date. You agree that WND&WVS MARKETPLACE is not responsible for examining or warranting the listings or content provided by third parties through our Services, and that you will not attempt to hold us or our data providers liable for inaccuracies.

The name "WND&WVS MARKETPLACE" and other WND&WVS MARKETPLACE marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of WND&WVS MARKETPLACE in the U.S. and other countries. They may not be used without the express written prior permission of WND&WVS MARKETPLACE.

9. Holds and Restricted Funds

To protect WND&WVS MARKETPLACE from risk of liability for your actions as a seller, WND&WVS MARKETPLACE Payments Entities (as defined below) may restrict access to your funds as described in the **payment terms of use*******.

10. Additional Terms

Returns and cancellations for sellers

Sellers can create rules to automate replacements, returns, and refunds under certain circumstances. For all new sellers, in listings where returns are accepted, WND&WVS MARKETPLACE will set a default rule that automates the return process. Sellers may remove or customize their return preferences in their account settings within My WND&WVS MARKETPLACE. Where settings have been set to automatically accept requests for returns or replacements, an WND&WVS MARKETPLACE-generated return shipping label will be provided to your buyer.

When an item is returned or if a transaction is canceled after payment has been completed, WND&WVS MARKETPLACE may issue a refund to the buyer on the seller's behalf and charge the seller for the amount of the refund.

Additionally, WND&WVS MARKETPLACE may charge sellers for the cost of return shipping labels and/or other reasonable fees from sellers when:

- An WND&WVS MARKETPLACE-generated return shipping label is used, and the seller is responsible for its cost;
- Returns have been automated;
- The seller fails to send the buyer a return shipping label and, instead, an WND&WVS MARKETPLACE-generated shipping label is used; and/or
- The item is not as described in the listing and is returned in accordance with WND&WVS MARKETPLACE Money Back Guarantee or other applicable terms.

WND&WVS MARKETPLACE or WND&WVS MARKETPLACE Payment Entities may invoice sellers for these charges and collect such charges as described in the Payments Terms*****

All seller cancellations of orders must be in accordance with our policies*****

Returns and cancellations for buyers

Buyers generally do not have the right to cancel an order. Buyers can request to cancel an order on WND&WVS MARKETPLACE within a 3 day time period and the seller will have 3 days to accept or decline the request.

In certain instances, a buyer may be responsible for the cost of return shipping for an item returned to a seller. If the buyer is responsible for the return shipping costs, the buyer may elect to use an WND&WVS MARKETPLACE-generated shipping label or purchase a shipping label directly from a carrier. By choosing to use an WND&WVS MARKETPLACE-generated shipping label, you (as a buyer) agree that WND&WVS MARKETPLACE may deduct the cost of the shipping label from the refund owed to you.

Recommendations

WND&WVS MARKETPLACE may offer personalized recommendations to you to provide a relevant and engaging experience, helping you sell or buy items of interest to you. These recommendations may consider data related to your WND&WVS MARKETPLACE activity, the item, and seasonality, among other factors.

11. Payment Services

Payments for goods and services sold using our Services are facilitated by designated WND&WVS MARKETPLACE entities (each, an "WND&WVS MARKETPLACE Payment Entity") pursuant to the Payments Terms of Use. You agree to the Payments Terms of Use to the extent applicable to you. To receive payment for an item sold using our Services, you must accept and comply with the Payments Terms of Use, including the requirements to provide to WND&WVS MARKETPLACE Payment Entities information about you, your business, and the financial account you will use to receive payments.

If you are a buyer:

- You may pay for items and services using the payment methods that the WND&WVS MARKETPLACE Payment Entities make available, and the WND&WVS MARKETPLACE Payment Entities will manage settlement of the payment to sellers. The WND&WVS MARKETPLACE Payment Entities will collect the transaction amount on behalf of the seller by charging your selected payment method. Accordingly, payments received by the WND&WVS MARKETPLACE Payment Entity from you will satisfy your obligations to pay the seller in the amount of payments received;
- In certain instances, your transaction may be declined, frozen, or held for any reason including for suspected fraud, Anti-Money Laundering ("AML") compliance, compliance with economic or trade sanctions, in connection with WND&WVS

MARKETPLACE's internal risk controls or due to potential violations of any policy of WND&WVS MARKETPLACE or the WND&WVS MARKETPLACE Payment Entity, or a policy of one of the Payment Entity's third-party payment services providers;

- WND&WVS MARKETPLACE, the WND&WVS MARKETPLACE Payment Entity or its affiliates may save payment information, such as credit card or debit card numbers, and card expiration dates, entered by you on our Services when you make a purchase, redeem a coupon, or make any other transaction on our Services where card information is entered. Such stored payment information may be used as your default payment method for future transactions on our Services. At any time, you can update your card information or enter new card information, at which point the new card information shall be stored as your default payment method. You may make changes to your default payment method through the payment section in My WND&WVS MARKETPLACE. You are responsible for maintaining the accuracy of information we have on file, and you consent to WND&WVS MARKETPLACE updating such stored information from time to time based on information provided by you, your bank or other payments services providers. You will only provide information about payment methods that you are authorized to use. By placing a payment method on file with us, you authorize WND&WVS MARKETPLACE Payment Entities to charge your payment method(s) for any and all amounts arising from your use of our Services, including charges to recover the proceeds of any fraud perpetrated by you, or charges necessary to recoup amounts refunded to you in error;
- You agree to comply with, and not cause a third party to violate, all applicable laws, regulations, rules and terms and conditions in connection with the use of the services provided by the WND&WVS MARKETPLACE Payment Entities. You understand that some third parties, such as credit and debit card issuers, credit and debit card networks and payments services providers, may have their own terms and conditions for the payment or settlement methods you choose to use in connection with managed payments transactions. Failure to abide by third-party terms and conditions may result in fees assessed to you (for example, currency conversion fees from your credit card issuer if the transaction currency is different from your credit card currency) or other actions taken by such third parties, and you agree that the WND&WVS

MARKETPLACE Payment Entity has no control over, or responsibility or liability for, such fees or actions.

12. Disclaimer of Warranties; Limitation of Liability

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid update and other notification functionality in WND&WVS MARKETPLACE's applications may not occur in real time. Such functionality is subject to delays beyond WND&WVS MARKETPLACE's control.

YOU AGREE THAT YOU ARE MAKING USE OF OUR SERVICES AT YOUR OWN RISK, AND THAT THEY ARE BEING PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WND&WVS MARKETPLACE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES) BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CLAIM AT LAW OR IN EQUITY FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES), AND ALL SUCH DAMAGES OR LOSSES ARE EXPRESSLY EXCLUDED BY THIS USER AGREEMENT WHETHER OR NOT THEY WERE FORESEEABLE OR WND&WVS MARKETPLACE WAS ADVISED OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM:

- the content you provide (directly or indirectly) using our Services;
- your use of or your inability to use our Services;
- pricing, shipping, format, or other guidance provided by WND&WVS MARKETPLACE;

- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any WND&WVS MARKETPLACE Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Using WND&WVS MARKETPLACE section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions section above; or
- your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greatest of (a) any amounts due under the WND&WVS MARKETPLACE Money Back Guarantee up to the price the item sold for on WND&WVS MARKETPLACE (including any applicable sales tax) plus its original shipping costs, (b) the amount of fees in dispute, not to exceed the total fees you paid to us in the 12 months prior to the action giving rise to the liability, or (c) \$100.

13. Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

14. Indemnity

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, and agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of our Services or your breach of any law or the rights of a third party.

15. Legal Disputes

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND WND&WVS MARKETPLACE HAVE AGAINST EACH OTHER ARE RESOLVED.

In this Legal Disputes section, the term "related third parties" includes your and WND&WVS MARKETPLACE's respective affiliates, subsidiaries, parent companies, predecessors, successors, assigns, as well as your, WND&WVS MARKETPLACE's, and these entities' respective employees and agents.

You and WND&WVS MARKETPLACE each agree that any and all claims or disputes at law or equity that has arisen, or may arise, between you and WND&WVS MARKETPLACE (or any related third parties) that relate in any way to or arise out of this or previous versions of this User Agreement, your use of or access to the Services, the actions of WND&WVS MARKETPLACE or its agents, or any products or services sold, offered, or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes section.

A. Applicable Law

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Vermont, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and WND&WVS MARKETPLACE, except as otherwise stated in this User Agreement.

B. Agreement to Arbitrate

You and WND&WVS MARKETPLACE each agree that any and all disputes or claims that have arisen, or may arise, between you and WND&WVS MARKETPLACE (or any related third parties) that relate in any way to or arise out of this or previous versions of the User Agreement, your use of or access to our Services, the actions of WND&WVS MARKETPLACE or its agents, or any products or services sold, offered, or purchased through our Services shall be resolved exclusively through final and binding arbitration, rather than in court, subject to any exemptions listed in this section.

The Federal Arbitration Act ("FAA") and, to the extent not inconsistent with the FAA, the law of the State of Utah without regard to principles of conflict of laws govern the interpretation and enforcement of this Agreement to Arbitrate.

1. Exemption - Small Claims Court Claims

Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction and on an individual (non-class) basis only. If a party initiates an arbitration asserting a claim that falls within the jurisdiction of a small claims court, the other party may, in its discretion, require that the arbitration demand be withdrawn and that the claim be filed in small claims court.

Any dispute about whether a claim falls within any given small claims court's jurisdiction will be resolved by that court, not by an arbitrator. In the event of any such jurisdictional dispute, the arbitration proceeding will remain closed unless and until the small claims court issues a decision that the claim should proceed in arbitration.

2. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individualized basis that a court can award to an individual. An arbitrator will apply the terms of the User Agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 2 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide as set forth under Section 18.C below.

The arbitration will be administered by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules and the AAA's Commercial Arbitration Rules, and the AAA's International Centre for Dispute Resolution Rules (as applicable), as modified by this Agreement to Arbitrate. Absent mutual written agreement of the parties, the AAA shall decide which AAA rules apply to the arbitration.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but shall be bound by rulings in prior arbitrations involving the same WND&WVS MARKETPLACE user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

3. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If you complied

with the Notice of Dispute procedures of Section 3 of this Agreement ("Arbitration Procedures"), and the value of the relief sought is \$10,000 or less, at your request, WND&WVS MARKETPLACE will pay all administration and arbitrator fees associated with the arbitration. Any request for payment of fees by WND&WVS MARKETPLACE should be submitted by mail to the AAA along with your Demand for Arbitration and WND&WVS MARKETPLACE will make arrangements to pay administration and arbitrator fees directly to the AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse WND&WVS MARKETPLACE for all fees associated with the arbitration that have been paid by WND&WVS MARKETPLACE on your behalf that you otherwise would have been obligated to pay under the AAA's rules.

4. Severability

With the exception of any of the provisions in Section 2 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

16. General

Except as otherwise provided in this User Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

Without limiting WND&WVS MARKETPLACE's ability to refuse, modify, or terminate all or part of our Services, WND&WVS MARKETPLACE may also terminate this Agreement with anyone at any time for any reason, at our sole discretion, by giving notice of such termination.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement and all terms and policies posted through our Services set forth the entire understanding and agreement between you and WND&WVS MARKETPLACE, and supersede all prior understandings and agreements of the parties.