

Terms of Use
Last Updated: January 23, 2018

StoneTrash, Inc. (“StoneTrash,” “we,” “us,” or “our”) welcomes you. We provide you access to our website, available at www.stonetrash.com (the “Site”) and our accompanying desktop and mobile applications (the “Apps” and, collectively with the Site, the “Platform”) subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Platform.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. DESCRIPTION AND USE OF STONETRASH

We provide Visitors and Registered Users with access to the Platform as described below.

Visitors. Visitors, as the term implies, are people who do not register with us, but want to explore the Platform. No login is required for Visitors. Visitors can: (i) view all content and access all publicly-available features and functionality on the Platform; (ii) subscribe to StoneTrash communications, alerts, and other notifications; (iii) contact us; and (iv) download an App.

Registered Users. Registered Users can do all the things that Visitors can do, and: (i) access non-public features and functionality available only to Registered Users; (ii) create, access, manage, and update their own personal accounts on the Platform; (iii) post comments, reviews, and other content on the Platform and/or interact with other Registered Users of the Platform (all content and information provided in connection with the foregoing is collectively referred to herein as “Registered User Content”; and (iv) purchase or sell stone products through the Platform (“Products”). A Registered User may be either a “Purchaser” or a “Seller.”

A “Purchaser” is a Registered User who chooses to create an account through which the Registered User may purchase Products from Seller.

A “Seller” is a Registered User who chooses to create an account through which the Registered User may offer or sell Products to Purchasers.

StoneTrash is an intermediary only and is neither a Purchaser nor Seller. StoneTrash holds sales proceeds in escrow until such time as the Purchaser confirms delivery of the Products from the Seller.

StoneTrash is under no obligation to accept any individual as a Registered User and may accept or reject any registration in its sole and complete discretion. In addition, StoneTrash may deactivate any account at any time, including, without limitation, if it determines that a Registered User has violated these Terms of Use.

2. RESTRICTIONS ON USE

By accessing and/or using the Platform, you agree to comply with the following restrictions on use:

- If you wish to become a Purchaser or a Seller, you must be at least 18 years old or the age of majority in your jurisdiction, whichever is greater;
- You will comply with all applicable laws in your use of the Platform and will not use the Platform for any unlawful or otherwise fraudulent purpose;
- You will not upload, post, e-mail, transmit, or otherwise make available any Registered User Content that:
 - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - constitutes promotion or advertising of any third-party website, product or service; or
 - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
 - discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.
- You will not "stalk," threaten, or otherwise harass another person;
- You will not access or use the Platform to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- You will not interfere with or attempt to interrupt the proper operation of the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Platform through hacking, password or data mining, or any other means;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Platform;
- You will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Platform for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- During the term of this Agreement, you will not and will not attempt to, for the purpose of avoiding fees otherwise payable to StoneTrash hereunder, enter into any agreement for StoneTrash posted Seller Products or items with any Purchasers or Sellers introduced to you via the Platform other than through the Platform, and if any Purchaser or Seller seeks to do so with you, you will promptly notify us. Purchasers and Sellers may enter into such an agreement other than through the Platform; provided, however, that you shall be bound by the terms and conditions of this Agreement vis-à-vis StoneTrash, and, without limiting the foregoing, shall be responsible for paying all fees that would be payable to StoneTrash if such event space was booked through the Platform.
- You will let us know about inappropriate Registered User Content of which you become aware.

We have the right, but not the obligation, to review and reject or remove any Product listing or other Registered User Content that, in our sole discretion, violates these Terms of Use in any respect. We also reserve the right, in our sole and absolute discretion, to deny you access to the Platform, or to any portion of the Platform, without notice.

3. SIGN-IN NAME; PASSWORD; UNIQUE IDENTIFIERS

If you wish to become a Registered User, you will be prompted to create an account, which includes a sign-in name (“Sign-In Name”), a password (“Password”), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future (“Unique Identifiers”). When creating your account, you must

provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one Registered User. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered or payments made through the Site using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. StoneTrash will not be liable for any loss or damage caused by any unauthorized use of your account.

4. FEES AND PAYMENTS

When purchasing any Product through the Platform, you shall pay the full listed purchase price for each such Product, as well as any applicable transaction fees applied by StoneTrash and any applicable taxes. Such payments are held in escrow by StoneTrash until Purchaser accepts delivery. Our third-party payment processor, Stripe, shall authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the purchase price, transaction fees, and applicable taxes, and you hereby consent to the same. All payments will be charged and made in U.S. dollars. By purchasing any Product, you agree to Stripe's terms of service and privacy policy, which can be found here: <https://stripe.com/us/terms> and <https://stripe.com/us/privacy>.

Purchasers must provide current, complete, and accurate billing and credit card information in connection with each purchased Product. You must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your Sign-In Name or Password). If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

Sellers agree that StoneTrash may deduct all transaction fees, commissions, and other fees posted by StoneTrash, in advance of paying out any Product purchase amounts or other amounts owed to you in connection with your use of the Platform. By listing any Product via the Platform, you also agree to the terms of service and privacy policy of our third-party payment processor, Stripe.

5. TAXES AND DUTIES

StoneTrash will estimate the taxes or duties (the "Estimate") due on a sale based on the Seller's zip code. Seller, however, is responsible for the collection and payment of any and all taxes or duties according to applicable law. StoneTrash makes no

representation that the Estimate will be accurate or include all the applicable taxes or duties owed as a result of the transactions on our Platform. In no event, will StoneTrash ever be responsible for the taxes or duties owed by either a Seller or a Purchaser.

By using the Platform you agree that StoneTrash is not responsible for determining whether any or what kinds of taxes or duties apply. StoneTrash is not responsible for collecting, reporting, or remitting any taxes or duties from any transaction facilitated by our Platform. However, if a taxing or other governmental authority requires us to pay any of your taxes or duties, you will reimburse us for the amounts paid within ten (10) days of receipt of the notice from us to you. All taxes and duties are in addition to the fees StoneTrash may apply to a transaction.

6. INTELLECTUAL PROPERTY

The Platform contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of StoneTrash (collectively referred to as the “Content”). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Platform automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of StoneTrash (the “StoneTrash Trademarks”) used and displayed on the Platform are registered and unregistered trademarks or service marks of StoneTrash. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with StoneTrash Trademarks, the “Trademarks”). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the StoneTrash Trademarks inures to our benefit.

Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any

means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

6. REGISTERED USER CONTENT

As noted above, the Platform provides Registered Users the ability to post and upload Registered User Content. You expressly acknowledge and agree that once you submit your Registered User Content, it will be accessible by others, and that there is no confidentiality or privacy with respect to such Registered User Content, including, without limitation, any personally identifying information that you may make available. YOU, AND NOT STONETRASH, ARE ENTIRELY RESPONSIBLE FOR ALL REGISTERED USER CONTENT THAT YOU UPLOAD, POST, E-MAIL, OR OTHERWISE TRANSMIT VIA THE SITE, AND YOU WILL INDEMNIFY US IN RESPECT OF ANY LOSS, LIABILITY, CLAIM, OR DAMAGE SUFFERED OR INCURRED BY US IN CONNECTION WITH ANY SUCH REGISTERED USER CONTENT.

You retain all copyrights and other intellectual property rights in and to your own Registered User Content. You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sublicensable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) your Registered User Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised. You also grant us and our sublicensees the right, but not the obligation, to use your Registered User Content, your Sign-In Name, name, likeness, and photograph in connection with any use of the related Registered User Content permitted by the previous sentence and/or to advertise and promote the Platform, StoneTrash, and our other products and services. Without limiting the foregoing, you acknowledge and agree that uses of your Registered User Content, name, likeness, and photograph permitted by the foregoing rights and licenses may include the display of such Registered User Content, name, likeness, and photograph adjacent to advertising and other material or content, including for profit.

If you submit Registered User Content to us, each such submission constitutes a representation and warranty to StoneTrash that such Registered User Content is your original creation (or that you otherwise have the right to provide the Registered User Content), that you have the rights necessary to grant to StoneTrash the license to the Registered User Content as set forth above, and that it and its use by StoneTrash and third parties as permitted by this Agreement does not and will not infringe or misappropriate the intellectual property or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates this Agreement.

7. COMMUNICATIONS WITH US

Although we encourage you to e-mail us, we do not want you to, and you should not, e-

mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

As part of our service and efforts to ensure quality control, we may record phone calls of users contacting our office for any reason or communications between Purchasers and Sellers facilitated by our Platform. By calling us or communicating through our Platform, you hereby consent to our recording of all calls and communications, and you grant StoneTrash the rights to use such recordings or communications for our own purposes.

8. SELLER REPRESENTATIONS AND WARRANTIES

Seller represents, warrants, and covenants that (i) it has the full right and authority to sell and provide all Products it lists via the Platform; and (ii) all Products will conform to all purchase and delivery specifications (including the shipping policy) provided to StoneTrash and/or the Purchasers. All warranties run to the benefit of StoneTrash and the Purchasers.

If Seller collects or access a Purchaser's Personal Information or Transaction Information, Seller shall use such Personal Information and Transaction Information solely for the purposes of processing and shipping such Purchaser's order.

9. NO WARRANTIES; LIMITATION OF LIABILITY

All Products are provided by the third-party Sellers, and not by StoneTrash; therefore, StoneTrash has no control over, and hereby disclaims any and all liability arising out of or associated with, the condition, quality, safety, legality or suitability of any Product. PURCHASERS AND SELLERS, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE ASSIGNS, SUBROGEEES, REPRESENTATIVES AND ALL OTHER PERSONS OR ENTITIES ACTING FOR, BY OR THROUGH IT, HEREBY RELEASE AND FOREVER DISCHARGE STONETRASH, ITS DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND INSURERS, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS OR RIGHTS OF ACTION, OF WHATEVER NATURE, CHARACTER OR DESCRIPTION, FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH THAT ARISE FROM, ARE RELATED TO OR ARE IN ANY WAY CONNECTED WITH ANY PRODUCT OR ITS PURCHASE OR USE.

YOU ACKNOWLEDGE THAT THE PLATFORM MAY CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM FAILURES. THE PLATFORM AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE PLATFORM OR CONTENT WILL OPERATE ERROR-FREE OR THAT THE

PLATFORM, ITS SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE PLATFORM OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE PLATFORM OR THE CONTENT SHALL BE LIMITED TO THE TOTAL FEES THAT YOU HAVE PAID TO US WITHIN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO ANY CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

10. EXTERNAL SITES; THIRD-PARTY VENDORS

The Platform may contain links to third-party websites, including, without limitation, websites maintained or owned by other Registered Users or the websites of third-party vendors (such as shipping providers) that may provide services complimentary to our services ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of such External Sites. The External Sites are developed and provided by others, and you should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites or the third-party vendors highlighted on such External Sites, and we do not make any representations regarding the content or accuracy of materials on such External Sites or any such third-party vendors. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

11. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, licensors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Content or the Platform; (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right; and/or (iv) your purchase, sale, or use of a Product. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

12. COMPLIANCE WITH APPLICABLE LAWS

The Platform is based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access or use the Platform or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

13. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Platform, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Platform at any time without prior notice or liability.

14. DIGITAL MILLENNIUM COPYRIGHT ACT

StoneTrash respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Copyright Agent
StoneTrash, Inc.
1591 Smithtown Ave,
Bohemia, NY 11716

If you believe that your work has been copied on the Platform in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the

requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Platform where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

15. CONTROLLING LAW

The Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

16. BINDING ARBITRATION

In the event of a dispute arising under or relating to the Agreement, the Platform, or the Content (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's 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 arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in New York, New York. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth

in Section 18 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

17. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) 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. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

18. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York for purposes of any such action by us.

19. DOWNLOADING THE APP FROM THE APP STORE.

The following terms apply when you download an App from Apple, Inc.'s App Store. These terms are in addition to all other terms contained in the Agreement.

- You acknowledge and agree that (i) the Agreement is concluded between you and StoneTrash only, and not Apple; and (ii) StoneTrash, not Apple, is solely responsible for the App and content thereof. Your use of the App must comply with the App Store Terms of Service.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. As between

StoneTrash and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of StoneTrash.

- You acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, as between StoneTrash and Apple, StoneTrash, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by the Agreement.
- You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App against you as a third-party beneficiary thereof.

20. COMMUNICATIONS DECENCY ACT NOTICE

StoneTrash is a provider of "interactive computer services" as defined under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation, libel, product disparagement, and other claims arising out of any Registered User Content is limited as described therein. We are not responsible for any Registered User Content. We neither warrant the accuracy of the Registered User Content nor exercise any editorial control over Registered User Content, nor do we assume any legal obligation for editorial control of Registered User Content or liability in connection with Registered User Content, including any responsibility or liability for investigating or verifying the accuracy of any Registered User Content.

21. MISCELLANEOUS

If the Agreement is terminated in accordance with the Termination provision above, such termination shall not affect the validity of Sections 4 through 21, which shall remain in full force and effect.

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Copyright 2018 StoneTrash, Inc. All rights reserved.