

TERMS OF SERVICE

Statim Corp. ("Statim" or "We" or "Us") welcomes you to our website, www.statimcorp.com ("Site") where you can gain access to and use of our mobile application for iOS and Android devices ("App") including any content, functionality and services offered on or through the Site ("Services") (Site, Services, and App, are collectively referred to herein as (the "Platform"). These Terms of Service ("TOS") govern your use of the Platform. By using the Platform, you are stating that you have read, understand, and agree to be bound by the TOS. You also agree to be bound by our Privacy Policy, available at www.statimcorp.com/privacy (the "Privacy Policy"), and terms of any additional agreements that are applicable to your use of the Platform. Please do not use the Site, App or Services if you do not agree to the TOS and the Privacy Policy.

ACCEPTANCE OF THE TERMS OF USE

By installing the App, by otherwise accessing or using any aspect of the Platform, or by clicking to accept or agree to these Terms of Use when this option is made available to you, you accept and agree that you have read, understood, and agree to be bound and abide by these Terms of Use and our Privacy Policy (collectively, "Agreement").

The Platform, and any services provided through it, are available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, you may not use the Services or any portion of the Platform if you are a minor (a person under the age of 18), if you are a person barred from receiving services under the laws of the United States or any other applicable jurisdiction, if you do not agree to the TOS and/or the Privacy Policy (if applicable), or if you are violating the TOS. If you are using the Platform on behalf of a company or other organization, then you represent and warrant that you are an authorized representative of that entity with the authority to bind that entity under the terms of this Agreement. If you do not meet all of these requirements or do not agree to be bound by this Agreement, you must not use or access the Platform or any services.

This Platform is generally operating from the United States. This Platform may be accessible from multiple jurisdictions throughout the world; however, we make no representation or warranty that the Platform or any portion of its Services is viewable or appropriate in the jurisdiction in which you access this Platform.

DESCRIPTION OF THE SERVICES

We provide access to a marketplace or communication platform where placement agencies ("Agency") that are seeking to obtain or place legal support services can expeditiously locate potential independent, self-employed individuals and/or businesses ("Contractors"). The Platform further offers Contractors digital marketing assistance and other digital services. Each Agency and Contractor, and any visitor to the Site, is a "User" for the purposes of these Terms of Use. Each User shall create an account that enable such User to access the Platform. In

addition to a User Account, Contractors must have their contractor account accepted prior to accessing the contractor functions through their User account. For the purposes of this Agreement, the services provided by Contractors to Agencies that are scheduled through the Platform shall be referred to as the "Contract Services." It is up to the Contractor to decide whether to provide Contract Services to Agencies soliciting them through the Platform.

Unless otherwise disclosed, Contractors are deemed to be unlicensed. Please note that in certain markets, Contractors may be required to have certification/registration to perform certain services. Accordingly, Agencies must determine for themselves whether a Contractor is qualified to perform the requested Contract Services. Agencies should consult their state or local requirements to determine whether certain Services are required to be performed by a certified/registered professional.

Contractors and Agencies should make whatever investigation they feel is necessary or appropriate before proceeding with any communication or Contract Services.

ANY DECISION BY CONTRACTORS AND AGENCIES TO OFFER OR ACCEPT CONTRACT SERVICES THROUGH THE PLATFORM IS A DECISION MADE IN SUCH CONTRACTOR AND AGENCIES' SOLE DISCRETION. EACH CONTRACT SERVICE PROVIDED BY A CONTRACTOR TO AN AGENCY SHALL CONSTITUTE A SEPARATE AGREEMENT BETWEEN THAT CONTRACTOR AND AGENCY. CONTRACTORS ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES OR SUBCONTRACTORS OF STATIM. STATIM MAKES NO REPRESENTATION AND IS NOT RESPONSIBLE FOR THE PERFORMANCE OF AGENCIES OR CONTRACTORS, NOR DOES IT HAVE CONTROL OVER OR MAKE REPRESENTATIONS REGARDING THE QUALITY, TIMING, LEGALITY, FAILURE TO PROVIDE, OR ANY OTHER ASPECT WHATSOEVER RELATING TO ANY CONTRACT SERVICES. WE DO NOT HAVE CONTROL OVER THE QUALITY, TIMING OR LEGALITY OF CONTRACT SERVICES DELIVERED BY CONTRACTORS. EXCEPT AS OTHERWISE SET FORTH HEREIN. OTHER THAN SERVICES OFFERED BY VIDEO DISCOVER, INC., WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY KIND OR NATURE INCURRED AS A RESULT OF INTERACTIONS AND CONTRACT SERVICES THROUGH THE SITE.

CONTRACTORS; BACKGROUND CHECKS

We do not perform background and identity checks on each Contractor; therefore, we cannot confirm that each Contractor is who they claim to be. We cannot and do not assume any responsibility for the accuracy or reliability of the identity information or any other information provided through the Service. Each User should exercise caution and common sense to protect their personal safety and property, just as you would when interacting with any person with whom you do not know.

"STAT" CANCELLATION

Our cancellation policy for specific Services is as follows:

a. Cancellation by Agency. Any submitted request for a Contractor within ninety (90) minutes of a scheduled proceeding is considered a "Stat" request. Should an Agency cancel a Stat after an online acceptance of a contractor of any such proceeding, Agency shall be fully liable to the Contractor who accepted the assignment as if the assignment had been completed as well as subject to a Cancellation Fee in accordance with the Fee Schedule published on the Site. Please make every effort to utilize the in-app communication, on the Agency's web interface, feature to text or call the Provider to inform them of any cancellation.

b. Cancellation for Non-Performance by Contractor. As a Contractor, you may cancel an accepted assignment that is not Stat within five (5) minutes without a negative impact on the Platform. Should you cancel an accepted assignment within sixty (60) minutes of the scheduled time, this may result in the suspension or deactivation of your account on the Platform. If you are more than five minutes late for a scheduled assignment or fail to complete a scheduled Service, you shall be deemed to have cancelled any such Service. Any cancellation or failure to timely appear for an accepted assignment could negatively impact the Contractor's status on the Platform. PLEASE BE ADVISED THAT YOUR CANCELLATION OR NON-PERFORMANCE OF ANY ACCEPTED ASSIGNMENT WITHIN SIXTY (60) MINUTES OF THE SCHEDULED TIME IS A VIOLATION OF THE TERMS OF THIS AGREEMENT, MAY NEGATIVELY IMPACT YOUR RATING ON THE STATIM PLATFORM AND MAY RESULT IN THE SUSPENSION OR DEACTIVATION OF YOUR ACCOUNT AFTER MULTIPLE OCCURANCES AT STATIM'S SOLE DISCRETION.

LOCATION COORDINATES

To schedule and accept Services, you must possess an iOS or Android smartphone capable of accessing the Statim Platform (the "Mobile Device"). As a Contractor, you hereby acknowledge and consent to our collection of the latitude and longitude location ("Location Coordinates") of your Mobile Device so that we can match Agencies with Contractors. In addition, while in Contractor mode, we collect the Location Coordinates of the Mobile Device on which the Platform is installed for legal purposes (such as to enforce our agreements). By executing this Agreement, you agree to the use and disclosure of Location Coordinates information as described above.

THIRD PARTY SOFTWARE

Software you download in connection with the Statim Platform consists of a package of components that may include certain third-party software ("Third-Party Software") provided under separate license terms (the "Third-Party Terms"). Your use of the Third-Party Software in conjunction with the Statim Platform should be in a manner consistent with this Agreement. However, you may have broader rights under the applicable Third-Party Terms and nothing in these TOS is intended to impose restrictions on your use of the Third-Party Software.

NOTICE REGARDING APPLE

If you are using our mobile applications on an iOS device, you acknowledge that these Terms of Use are between you and Statim only, not with Apple, and Apple is not responsible for the Statim Platform or its content. Apple has no obligation to furnish any maintenance or support services with respect to the Statim Platform. If the Statim Platform fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Statim Platform. Apple is not responsible for addressing any claim by you or any third party relating to the Service or your possession or use of the Statim Platform, including: (a) product liability claims; (b) any claim that the Statim Platform fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

Apple is not responsible for the investigation, defense, settlement, or discharge of any third-party claim that the Statim Platform or your possession and use of the mobile application infringe that third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Statim Platform. Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Use, and upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

SECURITY

You represent and warrant that you are the sole authorized user of your Statim Corp. account (your "Account"). You are responsible for maintaining the confidentiality of any username and password provided by you or us for accessing your Account. You are solely and fully responsible for all activities that occur under your username, password and your Account. We have no control over the use of your account and we expressly disclaim any liability derived therefrom. Should you suspect that any unauthorized party may be using your username, password or Account, or should you suspect any other breach of security, you agree to contact us immediately and notify us of the security breach. We are not responsible or liable for any damage or loss related to any unauthorized access or use of your account.

YOUR INFORMATION

You acknowledge and agree that any information you provide, publish or display through the Site and/or Service, and/or provide directly to us ("Your Information") will be governed by the Privacy Policy and the TOS. You consent to our use of Your Information to provide the Site and the Service to you, and you further agree to allow us to store and collect Your Information in the manner described in the Privacy Policy. You further agree that you are solely responsible for Your Information and your interactions with other people who use the Site and Service.

When you use the Site and the Service, you agree to provide accurate, current and complete information. You also agree to maintain and timely update Your Information to keep it accurate, current and complete at all times during your use of the Site and the Service. You agree that we, as well as others, may rely on Your Information as accurate, current and complete. You acknowledge that if Your Information is untrue, inaccurate, not current or incomplete in any respect, or if we have reasonable grounds to believe Your Information is untrue, inaccurate, not current or incomplete, we have the right to terminate the TOS and your use of the Site and the Service. You further acknowledge and agree that we are not liable for damages resulting from your use, or others use, of Your Information.

YOUR CONTENT ON THE SITE

The Site and Services allow you to share, post and display photographs, comments, and other content and data ("Your Content"). Once you share, post or display Your Content on the Site, it is available to the public to view. Therefore, please do not share, post or display anything you do not want the public to see. Statim shall not be responsible for any information You post on the Site that is later considered private and You specifically agree not to hold Statim liable for any such publication. You agree to grant us a non-exclusive license to use and display Your Content on the Site and/or with the Service. We may take Your Content off the Site at any time, for any reason, in our sole discretion.

You agree that we are not responsible for any actions, claims, or damages that are caused by Your Content. You represent and warrant that Your Content is not in violation of these TOS, that you have complete ownership over Your Content, and that Your Content does not infringe on any intellectual property rights, privacy rights, publicity rights, data collection or processing rights, or any other legal rights of any third party, and that you have the right to grant the rights to US described in these TOS.

PAYMENT FOR SERVICES

a. Credit Card Information. To facilitate payment for the Services, each Agency is required to register a credit card. You authorize us and the payment processing service retained by us (currently, Stripe) to facilitate the transaction for the Services between you and us. All payments transacted through Stripe shall be subject to the Stripe Connected Account Agreement, located at <https://stripe.com/payment-terms/legal> which includes the Stripe Terms of Service, located at <https://stripe.com/us/terms> (collectively, the "Stripe Services Agreement"). By agreeing to this Agreement, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of gaining access to the Platform, you agree to provide Us with accurate and complete information about you and, if applicable, your business, and you authorize Us to share it and transaction information related to your use of the payment processing services provided by Stripe.

b. Agency Payments. As an Agency, we will charge your credit card in accordance with our Fee Schedule set forth on the Site based on all Services scheduled through the Platform, which amount will include the Connection Fee applicable to the Services that were provided to you by your Contractor. You hereby authorize us to charge the credit card on file in your account for such amounts upon your successful Agency submission of a request and an acceptance by a Contractor. We retain the right, in our sole discretion, to place a hold on your credit card for an ordered or completed Service transaction. You agree to pay the Contractor who accepts your request within thirty (30) days of satisfactorily completing the assignment and submitting the work product required.

c. Referral Program. You are entitled to enroll in an Affiliate Referral Program in which Users may be eligible to receive monetary compensation for referring new Contractors and Agencies to the Statim Platform. Please refer to Referral Program Terms and Conditions on the Site when available.

LICENSE AND SITE ACCESS

We grant you a limited license to access the Site and Service for personal use. You may not: download or copy account information or any information on the Platform; download or copy in information on the Platform for the benefit of another vendor or any other third party; cache the Site, create unauthorized hypertext links to the Site or frame the Site or any other Content (defined below) available through the Site; upload, post, or transmit any content that you do not have a right to make available (such as the intellectual property of another party); upload, post, or transmit any material that 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; take any action that imposes or may impose in our sole discretion an unreasonable or disproportionately large load on the Site; or any use of data mining, robots, or similar data gathering and extraction tools. You may not bypass any measures used by us to prevent or restrict access to the Site or Service. Any unauthorized use by you shall terminate the permission or license granted to you by us.

RIGHT TO REFUSE SERVICE

We reserve the right to refuse to provide the Service, terminate accounts, or remove or edit content on the Site in our sole discretion, for any reason or no reason.

YOUR REPRESENTATION AND WARRANTIES

You represent, warrant, and agree that:

- You are at least 18 years of age.
- You are either a Legal Services Agency, Court Reporter or Videographer.
- You have the right, authority and capacity to enter into agreements with us, including these TOS.

- You shall use the Site and Service in a manner consistent with any and all applicable laws and regulations, including local, state and federal laws. We reserve the right, but are not obligated to, investigate and terminate the Service, your access and use of the Site, and your Account if you have misused the Site and/or Service, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal.
- You shall not use the Site and/or Service for any purpose other than the Intended Purpose.
- You shall not impersonate any person or entity using the Site and/or Service.
- You shall not “Stalk” or otherwise harass any person using the Site and/or Service.
- You shall not make any express or implied statements that you are endorsed by or associated with us without our specific prior written consent.
- You shall not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service and/or Site or its contents.
- You shall not distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information using the Site and/or Service without obtaining the prior consent of the owner of such proprietary rights.
- You shall not remove any copyright, trademark or other proprietary rights notices contained in the Site or Service.
- You shall not interfere with or disrupt the Service or Site.
- You shall not post, email or otherwise transmit any material that 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 through the Site or Service.
- You shall not manipulate identifiers to disguise the origin of any information transmitted through the Site and/or Service.
- You shall not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site or Service, or any software used on or for the Site and Service, or cause others to do so.
- Your Information and your interactions on the Site and with the Service shall not: (a) be false, inaccurate or misleading (directly or by omission or failure to update information); (b) infringe any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) violate any law, statute, ordinance or regulation; (d) be defamatory, trade libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material; (e) contain any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language; (f) contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (g) use the Site and/or Service to link directly or indirectly to any other web sites or Apps.

- Your Information is truthful and correct and that you are the sole author of Your Information.
- All information you provide to us or others through the Site or Service is truthful and accurate.
- You shall not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation during your use of the Site or Service.
- You shall not send unsolicited or unauthorized advertising or commercial communications, such as spam.
- You shall not impersonate any person or entity or perform any other similar fraudulent activity, such as phishing.
- You shall not advocate, encourage, or assist any third party in doing any of the foregoing.

Violation of any provision of this paragraph will be considered material breach of the TOS and will allow us to seek an immediate injunctive relief and damages.

INTELLECTUAL PROPERTY

You acknowledge and agree that the Service, Site and Platform may contain content or features that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws (the “Service Content”). Other than Your Content, we own all right, title and interest in and to the Site, Services and the Platform. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Site, the Service or the Service Content, in whole or in part. You agree that you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods in connection with your use of the Site and/or the Service. Any use of the Site, Service or the Service Content other than as specifically authorized herein is strictly prohibited.

All right, title and interest in and to the Site, Services, Platform, including the underlying technology and software and look and feel of the Site, Services and other portions of the Platform are owned by or licensed to and the property of Statim Corp., our affiliates and our partners. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in our Service, Site and/or Service Content. Any rights not expressly granted herein are reserved by Statim Corp.

Our name and logos are trademarks and service marks of Statim Corp. (collectively the “Statim Trademarks”). Other trademarks, product names, service names, logos and copyrights used and displayed via the Site and the Service are the trademarks or service marks of their respective owners. Nothing in the TOS should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Statim Trademarks. All goodwill generated from the use of the Statim Trademarks will inure to our exclusive benefit.

Except as otherwise stated in these TOS, we own all right, title and interest, including all related intellectual property rights, in and to the Service and Site, and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service or Site. The TOS do not convey any rights, intellectual property or otherwise, in the Service, Site, or Service Content except as expressly granted in the TOS.

COPYRIGHT VIOLATIONS AND THE DMCA

We are committed to protecting copyrights and expect users of the Site and Service to do the same. At our discretion and in appropriate circumstances, we may terminate or prevent access to all or part of the Site and/or Service's features by users who infringe the intellectual property rights of others.

We abide by the federal Digital Millennium Copyright Act ("DMCA"). If you believe that a user's content is your proprietary work and has been copied in a way that constitutes an infringement of your copyrights or other intellectual property in that work, please immediately notify us of any such copyright or other intellectual property rights infringement. Similarly, if you disagree that your content constitutes an infringement, you may send a counter-notification. In either case, your written notice should be sent to our designated agent as follows:

Attn: DMCA Complaints
Address: 3130 Bonita Road, Suite 102 Chula Vista, CA 91910
Email: Notice@statimcorp.com (subject line of email should be DMCA Complaints)

Copyright infringement Notification. To file a copyright infringement notification, please send us written communication that includes substantially the following (please consult your legal counsel and/or see Section 512(c)(3) of the Copyright Act for the DMCA laws). To expedite our ability to process your request, please use the following format:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the

law.

- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Counter-Notification. If you disagree that your content is an infringement of another's work, you may elect to send us a counter notice. To be effective your counter notice must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see Section 512(g)(3) of the Copyright Act for the DMCA laws) To expedite our ability to process your request, please use the following format:

- A physical or electronic signature of the subscriber.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Please also note that under the DMCA, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability. All reports and inquiries will be kept confidential, except to the extent necessary to investigate any alleged violation and enforce the terms and conditions of these Terms. Before sending either a copyright infringement notification or counter-notification, you may wish to contact a lawyer to better understand your rights and obligations under the DMCA and other applicable laws. The following notice requirements are intended to comply with our rights and obligations under the DMCA and do not constitute legal advice. Where applicable, we will comply with the procedures outlined in the DMCA.

INDEMNITY

You agree to indemnify, hold harmless and defend us and our officers, directors, employees, agents and assigns for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Site and the Services, including: (1) your breach of the TOS, (2) fraud you commit, or your intentional misconduct or gross negligence, (3) your violation of any applicable U.S. or foreign law or the rights of a third party, (4) misrepresentations regarding the authenticity or brand of a dress. We will control the defense of any claim to which this indemnity may apply, and in any event, you shall not settle any claim without our prior written consent.

LIMITATION OF LIABILITIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SITE AND/OR THE SERVICE, INCLUDING WITHOUT LIMITATION ANY PURCHASE OF A DRESS THAT IS FACILITATED BY THE SITE AND SERVICE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SITE AND/OR THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE OR THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE OR THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SITE OR THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WE, OUR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT PAID TO YOU BY US HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN THE EVENT THAT STATIM CORP. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

DISCLAIMER OF WARRANTIES.

YOUR USE OF THE SITE AND THE SERVICE IS AT YOUR SOLE RISK. THE SITE, SERVICE, AND ANY GOODS WE SELL (INCLUDING BUT NOT LIMITED TO THE DRESS) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WE MAKES NO WARRANTY THAT (I) THE SITE, SERVICE, AND THE CONTRACT SERVICE YOU PURCHASE THROUGH THE SITE WILL MEET YOUR REQUIREMENTS, (II) THE SITE AND/OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE AND/OR SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE SERVICE (INCLUDING BUT NOT LIMITED TO THE DRESS) WILL MEET YOUR EXPECTATIONS OR (V) AS TO THE MANNER, PROFESSIONALISM, SECURITY OR FITNESS OF SITE AND THE SERVICE.

ELECTRONIC COMMUNICATION

When you use the Site, Service, or send emails to Statim Corp., you are communicating with Statim Corp. electronically. You consent to receive communications electronically from Statim Corp. Statim Corp. will communicate with you by email, mobile phone push notifications or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

RELATIONSHIP OF THE PARTIES

You agree that no joint venture, partnership, employment, or agency relationship exists between you and US as a result of this Agreement.

THIRD PARTY LINKS

The Site, Service, or third parties may provide links to other websites or resources. Because Statim Corp. has no control over such sites and resources, you acknowledge and agree that Statim Corp. is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that Statim Corp. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such website or resource.

MODIFICATION AND NOTIFICATION OF CHANGES

We reserve the right to make changes to the Service, Site, related policies and agreements,

these TOS, and the Privacy Policy at any time. If we make a modification to these TOS, it will notify you by: (i) sending an email to the address associated with your account, although please note that we are not responsible for your failure to receive an email due to the actions of your ISP or any email filtering service; therefore, you should add OnlineConsignCouture.com to the list of domains approved to send you email (commonly known as your “whitelist”), or: (ii) displaying a prominent announcement above the text of these TOS, as appropriate, for thirty (30) days, with (i) or (ii) being deemed sufficient notification, of such changes. After notice of a modification to the TOS has been posted for 30 days, the notice may be removed. If you choose to continue using the Site or Service, you agree that by doing so you will be deemed to accept the new TOS.

GENERAL

If any of these conditions are deemed invalid, void, or for any reason unenforceable, the parties agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the unenforceable condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. From time to time, Statim Corp. may offer special promotional offers, which may or may not apply to your Account. Headings are for reference purposes only and do not limit the scope or extent of such sections. These TOS and the relationship between you and Statim Corp. will be governed by the laws of the State of California without regard to its conflict of law provisions. You and Statim Corp. agree to submit to the personal jurisdiction of the federal and state courts located in the County of San Diego in the State of California with respect to any legal proceedings that may arise in connection with these TOS. The failure of Statim Corp. to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Statim Corp. does not guarantee it will take action against all breaches of these TOS. Except as otherwise expressly provided in these TOS, there shall be no third-party beneficiaries to these TOS. These TOS constitute the entire agreement between you and Statim Corp., and governs the Service, superseding any prior agreements between you and Statim Corp. with respect to the Site or Service.

HOW TO CONTACT US

If you have any questions or comments about these TOS or this Site, please contact us by using the form below, or emailing us at customerservice@statimcorp.com. You also may write to us at:

Statim Corp.
Attn: Administrative
3130 Bonita Road, Suite 102
Chula Vista, CA 91910

EFFECTIVE DATE. These terms of use were updated on June 18, 2018 and are effective immediately and in perpetuity unless otherwise noted.