

ECHO CHEMICAL EXCHANGE, INC.

TERMS OF USE

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You warrant and attest that you are at least eighteen (18) years of age.

All other questions or comments about the Site or its contents should be directed to support@echoexchange.net.

1. Nature of the Service.

Echo provides a virtual platform that connects buyers and sellers for the global exchange of chemicals that syncs seamlessly with companies’ ERP systems to create a centralized marketplace. Echo does not buy, sell, or ship any of the products listed on the Site.

2. Privacy

When you accept these terms, you thereby also accept the terms of Echo’s Privacy Policy located at: **[INSERT LINK]**.

3. Copyright and Limited License

The Services, Site and all content on the Site, including, without limitation, the Echo logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the “Materials”) are the property of Echo and are protected by U.S. and international copyright laws.

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7. Third Party Goods and/or Services

Echo connects buyers and sellers of goods and provides a virtual platform for the purchase and sale of such goods. Echo is not a party to these transactions and is not a retailer, distributor, reseller, or manufacturer of goods. At no time are any Third-Party Goods in Echo’s possession, custody, or control. As a result, Echo has no control over the quality, safety, or legality of any goods sold through the Service (collectively, the “Third-Party Goods”), the accuracy of the listings, the ability of sellers to sell Third-Party Goods, or the ability of buyers to buy Third-Party Goods. Echo cannot and does not control whether sellers will complete the sale of Third-Party Goods they offer. Echo cannot and does not control whether buyers will complete the purchase of Third-Party Goods they have committed to buy. In addition, note that there are risks of dealing with people acting under false pretenses. Because Echo does not and cannot control the action of others, you assume full responsibility for your purchase or sale of any Third-Party Goods. In the event that you have a dispute with one or more users of the Services, you will work out the dispute directly with those users, and you release Echo (and its agents and employees, directors, owners, third-party partners and/or licensees) from claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. For legal reasons, Echo cannot control the information provided by other users that is made available through its system. Echo expects that you will use caution—and common sense—when using its Services. In the event of an error in shipment, and in accordance with Echo’s return policy, as a buyer you have 20 days in which to request a credit or refund in writing to Echo; after which time you agree the shipment shall be presumed accepted and waive any revocation or rejection rights. If You are a seller, you agree to negotiate in good faith the replacement, return, substitution, price reduction, or any combination thereof in settlement of the error.

8. Advertisements and Promotions

Echo may run advertisements and promotions from third parties on the Services. Your business dealings or correspondence with, or participation in promotions of, advertisers other than Echo, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Echo is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third-party advertisers on the Services.

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10. Limitation of Liability

IN NO EVENT SHALL ECHO OR ANY OF ITS CORPORATE AFFILIATES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS OR CONSULTANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE)

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THE AGGREGATE LIABILITY OF ECHO, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF THE SITE OR THE SERVICE, SHALL NOT EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO ECHO FOR ACCESS TO OR USE OF THE SITE OR THE SERVICE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

IF YOU ARE A DELAWARE RESIDENT, YOU WAIVE DELAWARE CIVIL CODE § 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

11. Arbitration

You and Echo agree that except as otherwise specifically provided in this paragraph, any controversy or claim arising out of or relating in any way to these Terms or the Terms of Service or the breach of either, or arising out of or relating to the Site and/or the Services shall be resolved exclusively by arbitration administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules and, in the case of consumer disputes, with the AAA's Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules"), and that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, to the extent that either party has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark, or trade secret rights, then the parties acknowledge that arbitration is not an adequate remedy at law and that without waiving any remedy under these Terms or Terms of Service, injunctive or other appropriate relief may be sought from any court specified in the next Section (Applicable Law and Venue). The place of arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules. To the fullest extent permitted by applicable law, no arbitration or claim shall be joined to any other arbitration or claim, and no class arbitration proceedings shall be permitted. In no event shall any claim, action, or proceeding related in any way to the Site or Service be instituted more than two (2) years after the cause of action arose. In the event that any term of this Section (Arbitration) is held by a court or arbitrator to be in conflict with a mandatory provision of applicable law, such conflicting term shall be modified to comply with such provision and the remainder of this Section shall not be affected.

12. Applicable Law and Venue

These Terms the Terms of Service and your use of the Services shall be governed by and construed in accordance with the laws of the United States of America and the State of Washington applicable to agreements made and to be entirely performed within the State of Washington (even if your use is outside of the State of Washington), without resort to its conflict of law provisions. You agree that with respect to any disputes or claims between us not subject to arbitration (as set forth above), shall be filed only in the state or federal courts located in King County, Washington and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts.

13. Severability

If any of these Terms or the Terms of Service should be determined to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction then such term shall be enforced only to the extent it is enforceable and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.

14. Waiver.

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

15. Force Majeure.

If the performance of the Services or any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered, or delayed by such causes.

16. Entire Agreement.

This Agreement together with the Service Terms and Privacy Policy constitute the complete and exclusive statement of the agreement between the parties with respect to the use of Services and any acts or omissions of Echo and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties.