

PurchasingTheUnknown's Terms of Service

Effective as of 06/29/21

Last Updated: 06/29/21

WELCOME: This agreement governs your purchase of "The Unknown." Website platforms and social media platforms and the product "The Unknown" is offered to your acceptance of these terms and conditions. These terms constitute a legally binding agreement between you, the customer/buyer, and "PurchasingTheUnknown," and you should read them carefully. By agreeing to these terms, you, the customer/buyer, also agree to "PurchasingTheUnknown's" Privacy Policy, Return Policy, and Shipping Policy.

THIS AGREEMENT: This agreement contains an arbitration agreement and class action waiver that wave your right to a court hearing or jury trial or to participate in a class action. Arbitration is mandatory and the exclusive remedy for all disputes unless specified below or if you opt-out. You must review this document in its entirety before accessing, using, or buying "The Unknown" through website platforms or social media platforms.

USER OBLIGATIONS: By downloading, accessing, using website platforms or social media platforms to purchase "The Unknown," you, the customer/buyer, represent that you are at least eighteen (18) years of age or the legal age of the majority and you, the customer/buyer, are agreeing to these terms. You also agree to abide by all applicable local, state, and national laws and regulations concerning your, the customer/buyer, use of website platforms, and social media platforms. You further represent you shall always provide complete, current, accurate, and factual information when submitting information regarding purchasing "The Unknown." You shall only use website platforms or social media platforms to purchase "The Unknown" as permitted by this agreement, and you shall not use website platforms or social media platforms or the content for any commercial, political, obscene, illegal, or inappropriate purposes. Please note, you are to assume all responsibility concerning your use of website platforms and social media platforms regarding purchasing "The Unknown," including all activity through your form of access to the website platforms or social media platforms.

PURCHASES: All purchases made through the website, social media platforms, and merchants are subject to our acceptance. As a customer/buyer, this means that we may refuse to accept transactions at our discretion without liability to you or any third party. This also means that we may cancel any transaction at our discretion without penalty to you or any third party. Please note, purchasing "The Unknown" does not permit orders from anyone, dealers, wholesalers, or other customers/buyers who intend to resell "The Unknown" offered on websites platforms or social media platforms. As a customer/buyer, purchasing "The Unknown" expressly conditions its acceptance of your order of purchase on your agreement to these terms and to all additional conditions provided to you on websites platforms and social media platforms that govern your purchase of "The Unknown."

Please note that by ordering and purchasing "The Unknown" through website platforms or social media platforms, you agree to provide complete, current, accurate, and factual information to "PurchasingTheUnknown" and the merchant. "PurchasingTheUnknown" reserves all rights without prior notice to discontinue or change specifications and prices on "The Unknown" without incurring any obligation to you, the customer/buyer. "PurchasingTheUnknown" also reserves the right to revoke any offer to correct any errors, inaccuracies, or omissions. Please refer to our Return Policy as all sales are final. Purchasing "The Unknown" is a final sale, and once purchases are made, "PurchasingTheUnknown" will send a confirmation of the purchase to the customer's/buyer's email, G-mail, or via SMS before shipment of the item purchased.

WEBSITE/CONTENT OWNERSHIP: "PurchasingTheUnknown" owns all ownership of "The Unknown." Website platforms and social media platforms are owned, licensed, or controlled by the specific website platforms or social media platforms provided so that "PurchasingTheUnknown" can sell "The Unknown" to customers/buyers.

Using website platforms or social media platforms, you, the customer/buyer, will not obtain any ownership or intellectual property or other interest in any item or content on website platforms

or social media platforms whatsoever. As the customer/buyer, subject to your agreement and compliance with this agreement, website platforms, social media platforms, and "PurchasingTheUnknown" grants you a limited, non-exclusive, non-transferable, non-assignable, revocable license to access, display, view, and use the content on website platforms or social media platforms for your own personal, non-commercial use only.

LIMITATION OF LIABILITY: Except where otherwise inapplicable or prohibited by law, website platforms, social media platforms, and all content, products, and other information on or accessible from or through website platforms and social media platforms regarding purchasing "The Unknown" is provided "as is" and "as available," without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, security or accuracy.

"PurchasingTheUnknown" does not warrant that:

1. The information on website platforms and social media platforms is reliable, accurate, or correct.
2. The functions continued by website platforms and social media platforms will be uninterrupted or error-free.
3. Defects will be corrected, or that website platforms and social media platforms make it available free of viruses or other harmful components.

Also, in no event shall "PurchasingTheUnknown" be liable for any indirect, special, incidental, exemplary, ventail, or punitive damages, under any cause of return whatsoever including, but not limited to, contract, tort, strict liability, policy, the shipping policy, "The Unknown," or your use of website platforms and social media platforms regarding purchasing "The Unknown."

DISPUTE RESOLUTION: By binding arbitration and class action waiver, if any dispute arises under this agreement, you, the customer/buyer, agree to contact us at Purchasingtheunknown@gmail.com.

Before formally submitting a dispute or arbitration, you and "PurchasingTheUnknown" may choose to resolve the dispute informally. If cannot resolve any dispute informally, you agree that all disputes, other than those filed in small claims court, shall be submitted to final and binding

arbitration before a single arbitrator of the American Arbitration Association ("AAA") in a location convenient to you, the customer/buyer.

Either you or "PurchasingTheUnknown" may commence the arbitration process by submitting a written demand for arbitration with the AAA and providing a copy to the other party. The arbitration will be conducted under the provisions of the AAA's commercial dispute resolution procedures, supplementary procedures, or consumers related disputes, in effect at the time of submission of the demand for arbitration. Except as may be required by law as determined by the arbitrator, no party or arbitrator may disclose the existence, content, or results of any arbitration hereunder without both parties' prior written consent. Please note, "PurchasingTheUnknown" will not pay all the filling costs.

You expressly agree to refrain from bringing or joining any claims in any representative or class-wide capacity, including but not limited to bring or joining any claims in any class action or any class-wide arbitration. The arbitration award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this agreement may be joined to an arbitration involving any other party subject to this agreement, whether through a class action, private attorney general proceeding, class arbitration proceedings, or otherwise.

You understand that you, the customer/buyer, would have had a right to litigate in a court, have a judge or jury decide your case, and be a party to a class or representative action. However, you understand and agree to have any claims decided individually and only through arbitration. You shall have thirty (30) days from the date you, the customer/buyer, purchase a product to opt-out of this arbitration agreement. To opt-out of arbitration, you must contact us in writing at purchasingtheunknown@gmail.com. If more than thirty (30) days have passed from the date that you, the customer/buyer, provide information to "PurchasingTheUnknown," you, the customer/buyer, are not eligible to opt-out of arbitration concerning claims relating to purchasing "The Unknown."

PRIVACY: You, the customer/buyer, understand, acknowledge, and agree that the operation of "PurchasingTheUnknown" requires the submission, use, and dissemination of certain personally identifiable information. Please note that by providing your cell phone number to website

platforms and social media platforms, you, the customer/buyer, are providing "PurchasingTheUnknown" your electronic signature expressly consenting to be contacted by telephone (including by automated dialing systems, prerecorded messages, SMS, and MMS) at the number provided, even if the number you, the customer/buyer, provide is on a corporate, state, or national do not call list. You also expressly understand that your, the customer/buyer, consent is not required to make a purchase.

ELECTRONIC AGREEMENTS: You, the customer/buyer, acknowledge and agree that by clicking on the button labeled "submit," "download," "place my order," "I accept," or any link through which you submit billing or shipping information, or such similar links as may be designated by "PurchasingTheUnknown" to accept these terms and conditions, you are submitting a legally binding electronic signature and entering a legally binding contract. The customer/buyer also acknowledges that your, the customer/buyer, electronic submissions constitute your, the customer/buyer, agreement, and intent to be bound by this agreement.

Under any applicable statutes, regulations, rules, ordinances, or other laws, including without limitation to the United States electronic signatures in Global and National Commerce Act, D.L. 106-229 (the "E-sign act"). As a result of this, you, the customer/buyer, agree to the use of electronic signatures contracts, orders, and other records and electronic delivery of notices, policies, and records of transactions initiated or completed through the product (The Unknown) offered by "PurchasingTheUnknown." Further, you, the customer/buyer, waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which regulate an original signature or delivery or retention of non-electronic records or to payments or the granting of credits by other than electronic means.

SALES TAX: "PurchasingTheUnknown" honors each states' guidelines concerning sales and use tax, determined by the destination address of your shipment. All sales tax is included in the subtotal amount and varies depending on the customer's location. Customers do not have to pay sales tax as "PurchasingTheUnknown" will take full responsibility for this expense.

SHIPPING: All shipping and handling cost is separate from the subtotal amount and varies depending on the number of items purchased. Although customers do not have to pay sales tax

as "PurchasingTheUnknown" will take full responsibility for this expense, customers have to pay shipping and handling costs.

MISCELLANEOUS: This agreement constitutes the entire agreement between you, the customer/buyer, and "PurchasingTheUnknown" and supersedes any prior versions of this agreement. If any provision of this agreement is found by the arbitrator or (if proper) a court of competent authority to be invalid, the remaining provisions shall not be affected thereby and shall continue in full force, and effect and such provision may be modified or served from this agreement to the extent necessary to make such provision enforceable and consistent with the remainder of this agreement.

HOW TO REACH US: If you have any questions, comments, or concerns regarding the personal information you provide to us, or this Privacy Policy, you can contact us by email at Purchasingtheunknown@gmail.com.

ADDITIONAL: Please view "PurchasingTheUnknown" Privacy Policy, Return Policy, and Shipping Policy documentation at your earliest convenience and discretion.

THANK YOU: Thank you for purchasing "The Unknown," a painted poem by MR. MLA.