

JUMPSUITE.IO VENDOR TERMS OF SERVICE AGREEMENT

Welcome to Jumpsuite Dash, a service of VenturesDash, LLC. Egypt. By accessing Jumpsuite Dash web site or App, currently located at www.Jumpsuite.io (the “Site”), and using any of the Services (as defined below) accessible through the Site, you become a user and agree to, and are bound by, the terms and conditions of this Agreement for as long as you continue to use the Site or Services. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE SITE OR THE SERVICES.** Your use of, or participation in, certain Services may be subject to additional terms, and such terms will be either listed in this Agreement or will be presented to you for your acceptance when you sign up to use such Services.

Jumpsuite services consist of the following, without limitation: an online marketplace for training and nutrition services for clients, an app interface to view and monitor purchased online content, a separate service for fitness professionals (Jumpsuite Dash), interactive content and community services such as online tutorials (collectively, the “Services”). Jumpsuite may offer additional services or revise any of the Services, at its discretion, and this Agreement will apply to all additional services or revised Services. Jumpsuite also reserves the right to cease offering any of the Services.

This Agreement is subject to change by Jumpsuite in its sole discretion at any time, with or without notice. Your continued use of this Site or the Services after the posting of revisions to this Agreement will constitute your acceptance of such revisions. Please consult the end of this Agreement to determine when the Agreement was last revised.

1. ELIGIBILITY

Minimum Age. You must be at least 18 years old to register for the Jumpsuite Dash services. By using the Services, you represent and warrant that you are at least 18 years old.

2. USE OF MARKETPLACE AND SAAS

2.1 Jumpsuite Dash acts as a venue to allow users, who comply with this agreement. Jumpsuite's policies to offer, sell and buy personalized health and fitness programs within a fixed-price format. Jumpsuite is not directly involved in the transactions between buyers and sellers. As a result, Jumpsuite has no control over the quality, safety, morality or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items. Jumpsuite does not pre-screen content or information provided by users. Jumpsuite cannot ensure that a buyer or seller will actually complete a transaction.

Consequently, Jumpsuite cannot and does not transfer legal ownership of items from the seller to the buyer.

2.2 Jumpsuite cannot guarantee the true identity, age, and nationality of a user and encourages you to communicate directly with potential transaction partners through the tools available on the Site and asks that you do not arrange to meet users from the Site in person.

2.3 You agree that Jumpsuite is a venue and as such is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted by you, other users, or outside parties on Jumpsuite. You use the Jumpsuite service at your own risk.

3. COMPLIANCE

3.1 You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes payable as a result of your activity on the Site. In addition, you agree to abide by Jumpsuite's policies as stated in this Agreement and listed below (if applicable to your activities on or use of the Site) as well as all other operating rules, policies and procedures that

may be published from time to time on the Site by Jumpsuite, each of which is incorporated herein by reference and each of which may be updated by Jumpsuite from time to time without notice to you:

[Terms of Use](#)

[Privacy Policy](#)

In addition, some services offered through the Site may be subject to additional terms and conditions published by Jumpsuite from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into this Agreement by this reference.

3.2 Password: Keep your password secure. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify Jumpsuite of any unauthorised use of your password or any breach of security. You also agree that Jumpsuite cannot and will not be liable for any loss or damage arising from your failure to keep your password secure. You agree not to provide your username and/or password information to any other party other than Jumpsuite without Jumpsuite's express written permission.

3.3 Account Information: You must keep your account information up-to-date and accurate at all times, including a valid email and address. To sell items on Jumpsuite you must provide and maintain a valid PayPal business account and postal address.

3.4 Account Transfer: You may not transfer or sell your Jumpsuite account and User ID to another party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement.

3.5 Account Ownership: Jumpsuite VENDOR ACCOUNT may only hold and operate one active selling account at any one time and the selling account must only be operated by the named account holder. If a secondary account is required then the VENDOR ACCOUNT must request prior written permission from Jumpsuite. Jumpsuite reserves the right to reject any such request and may, at its discretion, terminate additional selling accounts or selling accounts being operated by a person other than the named account holder without prior warning.

3.6 Feedback: Marketplace takes feedback integrity seriously. Sellers may offer small incentives for general feedback, however manipulation and/or bribery is not tolerated. This includes feedback from a related account, offering incentives/bribes in return for specific feedback. The Marketplace team reserve the right to remove any feedback which it suspects has been posted as a result of such manipulation or bribery and may close the seller account to which it relates.

3.7 Right to Refuse Service: Jumpsuite reserves the right to refuse service to anyone at any time. Jumpsuite's services are not available to temporarily or indefinitely suspended Jumpsuite members. Jumpsuite reserves the right, in Jumpsuite's sole discretion, to cancel unconfirmed or inactive accounts.

4. FEES AND SERVICES

4.1 Single Vendor Accounts are free to use, **Multiple Vendor Account** are charged a monthly subscription fee. Jumpsuite also charges a percentage of the sale price when the item sells. Jumpsuite's Features and Fees are subject to change, are incorporated into this Agreement by reference. Increase to the Features & Fees for Jumpsuite's services are effective after Jumpsuite provides you with at least thirty (30) days' notice by posting the changes on the Site. However, Jumpsuite may choose to temporarily change the Features & Fees for its services for promotional events; such changes are effective when Jumpsuite posts the temporary promotional event on the Site. Jumpsuite may decrease the fees as stated in the Features & Fees with no notice to you. Jumpsuite may, at its sole discretion, change some or all of Jumpsuite's services at any time. In the event Jumpsuite introduces a new service, the fees for that service are effective at the launch of the new service. Unless otherwise stated, all fees are quoted in US Dollars (USD).

4.2 Vendor Account must stay up-to-date with all fees owed or the account may be suspended until all outstanding fees are paid in full. In the event that a Vendor Account's product count falls to zero their Vendor Account storefront will no longer show on site but the monthly Vendor Account fee will still be debited from the Vendor Account owner's PayPal account until the account has been officially closed or downgraded. A Vendor Account account can be closed or downgraded at any time and it is the responsibility of the Vendor Account owner to manually terminate their Vendor Account status from their Account Status page.

4.3 You are responsible for paying all fees and applicable taxes associated with using Jumpsuite. Jumpsuite keeps accepted payment information in accordance with its Privacy Policy. If fees are due to Jumpsuite then we will invoice the seller for the amount due that month. This amount will be taken automatically by Jumpsuite from the seller's account payable.

4.4 Fees and Termination: If Jumpsuite terminates a listing or your account, if you close your account, or if the payment of your Jumpsuite fees cannot be completed for any reason, you remain obligated to pay Jumpsuite for all unpaid fees plus any penalties, if applicable. If the seller's account is not paid in full, the seller risks penalties such as the suspension of privileges, termination of the account and/or legal action. If you have a question or wish to dispute a charge, contact Jumpsuite.

5. LISTING AND SELLING

5.1 Listing Description: By listing a product/program on the Site you warrant that you and all aspects of the item comply with Jumpsuite's published policies. You also warrant that you may legally sell the item. You must accurately describe your item and all terms of sale in your listing. Your listings may only include text descriptions, pictures and other content relevant to the sale of that item. All items must be listed in an appropriate category with appropriate tags. You must not list an item more than once, unless the item's listing has different tiered subscription options.

5.2 Binding Sale: All sales are binding. The seller is responsible for delivering within the date specified on each product, unless there is an exceptional circumstance.

5.3 Refunds. Regarding any programs purchased, buyer, may cancel their orders, without any penalty or obligation, at any time prior to midnight of the second business day following the date of purchase, given that the purchase was NOT yet delivered.

5.4 No Delivery. Regarding any programs purchased and not delivered within the communicated time frame, the buyer, may cancel their without any penalty or obligation, and will be entitled to a full refund.

5.5 Promotional Codes: Sellers may issue promotional codes for promotional purposes only and these are to be used against purchases from the issuing seller's Vendor Account only. Promotional codes have no cash value and cannot be exchanged for money or credit. Sellers are expressly prohibited from selling promotional codes for their Vendor Account, Jumpsuite and/or the JUMPSUITE website. If the Seller is found to be selling promotional codes this may constitute fee avoidance.

5.6 Logo use: If a Seller would like to use the "Jumpsuite" badge to advertise and promote their listing on Jumpsuite, they will need to JUMPSUITE' prior permission to do so. Please contact your account manager for more information.

6. PROHIBITED, QUESTIONABLE AND INFRINGING ITEMS AND ACTIVITIES

6.1 You are solely responsible for your conduct and activities on and regarding to Jumpsuite and any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video,

items, and links (together, "Content") that you submit, post, and display on Jumpsuite Copyright Policy.

6.2 Restricted Activities: Your Content and your use of Jumpsuite:

Must not be false, inaccurate or misleading

Must not be fraudulent or involve the sale of illegal, counterfeit or stolen items

Must not infringe upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy (see also, Jumpsuite's Copyright Policy)

Must not breach this Agreement, any site policy or community guidelines, or any applicable law or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising)

Must not contain items that have been identified as hazardous to consumers

Must not be defamatory, libellous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person (including Jumpsuite staff or other users), or falsely state or otherwise misrepresent your affiliation with any person, through for example, the use of similar email address, nicknames, or creation of false account(s) or any other method or device

Must not be obscene

Must not contain or transmit any code of a destructive nature that may damage, interfere with, intercept or expropriate any system, data or personal information

Must not modify, adapt or hack Jumpsuite or modify another website so as to falsely imply that it is associated with Jumpsuite;

Must not link directly or indirectly, reference or contain descriptions of goods or services that are prohibited under this Agreement or other policy documents as posted on Jumpsuite.

Furthermore, you must not list any item on Jumpsuite (or conclude any transaction that was initiated using Jumpsuite's service) that, by paying to Jumpsuite a commission fee, could cause Jumpsuite to violate any applicable law, statute, ordinance or regulation, or that violates the Terms of Use.

7. CONTENT

7.1 License: Jumpsuite does not claim ownership rights in your Content. You grant Jumpsuite a license solely to enable Jumpsuite to use any information or Content you supply Jumpsuite with so that Jumpsuite is not violating any rights you might have in that Content. You grant Jumpsuite a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights you have in the Content, in any media now known or not currently known, with respect to your Content. You agree to allow Jumpsuite to store or re-format your Content on Jumpsuite and display your Content on Jumpsuite in any way as Jumpsuite chooses. Jumpsuite will only use personal information in accordance with Jumpsuite's Privacy Policy.

7.2 By uploading Content to Jumpsuite you promise that you own and/or have the right to use such Content in this manner and that such Content does not infringe any third party intellectual property rights. In the event that Jumpsuite receives a complaint in respect of any Content posted by you it shall be your sole responsibility to deal with such a complaint and to compensate Jumpsuite for any loss suffered. Jumpsuite reserves the right to remove any such Content immediately.

7.3 As part of a transaction, you may obtain personal information, including email address and shipping information, from another Jumpsuite user. Without obtaining prior permission from the other user, this personal information shall only be used for that transaction or for Jumpsuite-related communications. Jumpsuite has not granted you a license to use the information for unsolicited commercial messages. Without limiting the foregoing, without express consent from the user, you are not licensed to add any Jumpsuite user to your email or physical mail list. For more information, see Jumpsuite's Privacy Policy.

7.4 By uploading Vendor Account images to Jumpsuite, you agree that Jumpsuite has the right to use your images to promote Jumpsuite and/or your Vendor Account store in any external press as well as across all JUMPSUITE Websites.

7.5 Re-Posting Content: By posting Content on Jumpsuite, it is possible for an outside website or a third party to re-post that Content. You agree to hold Jumpsuite harmless for any dispute concerning this use. If you choose to display your own Jumpsuite-hosted image on another website, the image must provide a link back to its listing page on Jumpsuite.

8. INTERACTIONS WITH OTHER USERS AND PRIVATE MESSAGING

8.1 Users are solely responsible for interactions with others. Users understand that Jumpsuite does not in any way screen its users. All users agree to exercise caution and good judgment in all interactions with others, particularly if meeting offline or in person.

8.2 Messaging is your way to communicate privately with other Jumpsuite members. It's essentially email, but purely for Jumpsuite members. Messages are primarily intended for communicating about listings, delivered programs and orders that are underway.

8.3 You must not use Messages to send unsolicited advertising or promotions, or "spam". You must not pass on email addresses or any other information on to third parties. Spamming other Vendor Account in order to ask them to 'follow' your own Vendor Account will not be tolerated.

Please use common sense when giving out personal information to others via messaging, for example don't send someone your credit card details.

You must not use messages to knowingly harass, threaten, blackmail or abuse another member.

If someone explicitly tells you not to contact them, you must not use Messages to contact them again, unless you are involved in an open transaction.

You must not use Messages to interfere with a transaction. This means...

You must not contact another member to buy or sell an item listed on Jumpsuite outside of the Jumpsuite site. This may also constitute fee avoidance.

You must not communicate with a member involved in an active or completed transaction to warn the member away from a particular buyer, seller or item.

As an anti-spam measure, sending too many messages too quickly may auto-disable your account. Contact The Marketplace Team who will review account activity and enable your account if spam-free.

9. INFORMATION CONTROL

9.1 Jumpsuite does not control the Content provided by users that is made available on Jumpsuite. You may find some Content to be offensive, harmful, inaccurate, or deceptive. There are also risks of dealing with underage persons or people acting under false pretense.

Additionally, there may also be risks dealing with international trade. By using Jumpsuite, you agree to accept such risks and that Jumpsuite (and Jumpsuite's officers, directors, agents, subsidiaries, joint ventures and employees) is not responsible for any acts or omissions of users on Jumpsuite. Please use caution, common sense, and practice safe buying and selling when using Jumpsuite.

9.2 Other Resources: Jumpsuite is not responsible for the availability of outside websites or resources linked to or referenced on the Site. Jumpsuite 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 agree that Jumpsuite 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 the use of or reliance on any such content, goods or services available on or through any such websites or resources or via pop ups which may appear when accessing the Site from your computer.

10. RESOLUTION OF DISPUTES AND RELEASE

10.1 In the event a dispute arises between you and a user, please contact Jumpsuite.

10.2 Any dispute arising from or relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of Egypt. Use of the Site is not authorised in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section.

10.3 Should you have a dispute with one or more users, or an outside party, you release Jumpsuite (and its officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

10.4 Jumpsuite, for the benefit of users, may try to help users resolve disputes. Jumpsuite does so in its sole discretion, and it has no obligation to resolve disputes between users or between users and outside parties. To the extent that Jumpsuite attempts to resolve a dispute it will do so in good faith based solely on its this agreement and its policies. Jumpsuite will not make judgments regarding legal issues or claims and all disputes related to financial transactions will ultimately be determined by the financial institute involved in the transaction.

11. JUMPSUITE'S INTELLECTUAL PROPERTY

11.1 Jumpsuite, and other JUMPSUITE graphics, logos, designs, page headers, button icons, scripts, and service names are trademarks or trade dress of JUMPSUITE plc and its subsidiaries. Jumpsuite's copyright, trademarks, service marks, logos, business name, domain name, rights in get up and trade dress and all other intellectual property rights may not be used, including without limitation as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.

12. BREACH

Without limiting any other remedies, Jumpsuite may, without notice, and without refunding any fees, delay or immediately remove Content, warn Jumpsuite's community of a user's actions, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user's account privileges, terminate a user's account, prohibit access to the Site, and take technical and legal steps to keep a user off the Site and refuse to provide services to a user if any of the following apply:

Jumpsuite suspects a user has breached this Agreement, the Privacy Policy, or other policy documents and community guidelines incorporated herein.

Jumpsuite is unable to verify or authenticate any of your personal information or Content Jumpsuite believes that a user is acting inconsistently with the letter or spirit of Jumpsuite's policies and/or this Agreement, has engaged in improper or fraudulent activity in connection with Jumpsuite or the actions may cause legal liability or financial loss to Jumpsuite's users or to Jumpsuite.

13. PRIVACY

Except as provided in Jumpsuite's Privacy Policy Jumpsuite will not sell or disclose your personal information (as defined in the Privacy Policy) to third parties without your explicit consent.

14. NO WARRANTY

JUMPSUITE, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS PROVIDE JUMPSUITE'S WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. JUMPSUITE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM JUMPSUITE SHALL CREATE ANY WARRANTY.

15. LIABILITY LIMIT

IN NO EVENT SHALL JUMPSUITE, AND (AS APPLICABLE) ITS OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, JUMPSUITE'S SERVICES, OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

JUMPSUITE'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF JUMPSUITE'S OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO JUMPSUITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) \$100.

16. NO GUARANTEE

Jumpsuite does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside Jumpsuite's control or otherwise.

17. LEGAL COMPLIANCE AND TAXES

You shall comply with all applicable domestic and international laws and regulations regarding your use of the Site and any Jumpsuite service and, if applicable, your listing, purchase, solicitation of offers to purchase, and sale of items. In addition, you shall be responsible for paying any and all taxes applicable to any purchases or sales of items you make on the Site.

18. SEVERABILITY

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

19. NO AGENCY

You and Jumpsuite are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

20. JUMPSUITE SERVICE

Jumpsuite reserves the right to modify or terminate the Jumpsuite service for any reason, without notice, at any time. Jumpsuite reserves the right to alter these Terms of Use or other Site policies at any time, so please review the policies frequently. If Jumpsuite makes a material change Jumpsuite will notify you here, by email, by means of a notice on our home page, or other places Jumpsuite deems appropriate. What constitutes a "material change" will be determined at Jumpsuite's sole discretion, in good faith, and using common sense and reasonable judgment.

21. CHOICE OF LAW

This Agreement shall in all respects be interpreted and governed by the laws of Egypt.

22. REVISION DATE

This Agreement was last revised on March 10, 2015.