

# Ezecache Vendor Terms & Conditions

*Effective date 12/22/2025*

By signing up on the Ezecache Vendor website (<https://ezecache.com>) you agree to these terms and conditions. These Vendor Terms and Conditions (the "Terms and Conditions") constitute the sole agreement between MNC Inc. (the "Licensor", dba Ezecache) and the Vendor (the "Agreement"). Ezecache, subject to the provisions of this paragraph, may amend the Terms and Conditions in its sole discretion and at any time. The most recent version of the Terms and Conditions (as may be amended by Ezecache from time to time) will be available on Ezecache's Vendor Website or emailed to Vendors. Vendor agrees that either or both of these notification methods constitute adequate notice to inform Vendor of any amendments to the Agreement and Vendor further agrees to be bound by any such amendments to the Agreement upon such notification.

## Definitions

"VENDOR OFFERING" means the goods and/or services to be provided by the Vendor, stated on the Voucher as presented by Ezecache. Values determined by Vendor.

"PURCHASER" means the Ezecache user who buys a Voucher within the Ezecache app or on the Ezecache Website.

"REDEEMER" means the person presenting the voucher to the Vendor. The redeemer may or may not be the purchaser of the Voucher.

"AMOUNT PAID" means the amount an Ezecache purchaser pays for each Voucher.

"PROMOTIONAL VALUE" means the Full Offer Value as presented on the Voucher or determined at the time of redemption (e.g. 10% Off purchases to \$50 or more).

"PROMOTIONAL VALUE EXPIRATION DATE" means the date stated on the Voucher when the Promotional Value expires.

"FINE PRINT" means the conditions and restrictions concerning Voucher redemption and the Vendor Offering stated on the Ezecache Vendor Website and Voucher.

"LOCATION" means a physical location, shown on the Ezecache Map where Vendor Vouchers may be redeemed.

## 1. Voucher Program

1. Ezecache is authorized to promote and sell Vouchers on Vendor's behalf subject to the terms of this Agreement. The Voucher will evidence the Vendor Offering and the Vendor will be notified when the Voucher is redeemed. The presenter will redeem Vouchers by presenting the Voucher in paper or electronic form to the Vendor. Vendor is the issuer of the Vouchers and seller of the Vendor Offering. If there is a conflict between this Agreement and the Terms of Sale, the Agreement controls.
2. The Vendor is required to accept and honor all Ezecache Vouchers if the redeemer meets the terms of the Voucher through the Promotional Value Expiration Date.
3. Ezecache is authorized to promote and sell Vouchers on Vendor's behalf.
4. Any Vendor who provides a Vendor Offering that includes massage or personalised services (such as tattoo artists, doctors or dentists) shall: (i) conduct background

checks for all of its employees, agents and/or independent contractors performing any service to ensure that they maintain a good reputation; and (ii) confirm that its employees, agents and/or independent contractors providing massage services have the required licenses and/or certifications, as well as meet other applicable state law requirements, for performing the services. Vendor shall provide the results of such background checks to Ezecache upon request. Vendor shall obtain the necessary consent to share with Ezecache the results requested.

5. Vendor shall promptly notify Ezecache any time it receives a complaint related to potentially criminal conduct, including allegations of sexual assault, allegedly engaged in by any of its employees, agents or independent contractors, regardless of whether a Ezecache customer makes the complaint.
6. Ezecache reserves the continuing right to reject, revise, or discontinue any Vendor Account or Vendor Offering, at any time and for any reason in Ezecache's sole discretion, and to terminate the Vendor Account, Map presence or Vendor Offering and to remove all references to the Vendor or Vendor Vouchers from the Map and/or Website; and redirect or delete any URL used in connection with the Vendor Offering.
7. Vendor is responsible for all customer service in connection with the Vendor Offering and for supplying all goods and services stated in the Vendor Offering.
8. If applicable, Vendor will hold the Vendor Offering for pick-up by each purchaser at the Redemption Site. The "Redemption Site" is the complete and accurate address provided by Vendor to Ezecache where purchasers are able to redeem the Voucher to pick-up the Vendor Offering. Vendor also agrees to provide Ezecache with the hours and dates of operation, complete with any exceptions, and a valid phone number for the Redemption Site. If any of the information related to a Redemption Site changes, Vendor agrees to notify Ezecache immediately of such change.
9. Vendor agrees to accept returns of the Vendor Offering in compliance with applicable laws, but in any event: (i) will accept returns of a defective Vendor Offering or nonconforming items in or a part of any Vendor Offering at all times and pay (or reimburse a redeemer for) any and all costs associated with the return of such Vendor Offering; and (ii) will not impose a more restrictive return policy on purchasers than Vendor's regular return policy as applied to Vendor's redeemer in the ordinary course of Vendor's business.
10. Vendor agrees that the amount represented by Vendor as the Full Offer Value of the Vendor Offering (if any) is the actual, regular value of the goods and/or services to be provided by the Vendor, complies with applicable laws and is, at a minimum, an accurate representation of the price at which Vendor has made substantial sales of the goods and/or services in the last 90 days. Vendor further represents and warrants that Vendor has not inflated or increased the Full Offer Value and agrees that it will not manipulate pricing or advertised values in any way that could be perceived as unfair, deceptive, misleading, and/or outside the ordinary course of business. Vendor takes full responsibility for ensuring that the Full Offer Value remains accurate and is updated whenever necessary to comply with the preceding terms and applicable laws.

## 2. Vendor Responsibilities

1. The Vendor agrees to have at least one published Voucher at each location shown on the Ezecache Map.
2. The Vendor agrees that only locations where they legally conduct business will be used as locations on the Ezecache Map.
3. Vendor is responsible for compliance with all applicable laws.
4. Vendor is responsible for providing the information for, and ensuring the accuracy of all statements on, the Website or Map related to the Vendor Offering. Vendor assumes all liability for inaccuracies or misstatements regarding the Vendor Offering.
5. Amounts retained by Ezecache from the selling of Vouchers and other Vendor Offerings are compensation to Ezecache for marketing, promoting, and advertising the Vendor Offering and distributing the Vouchers on behalf of Vendor.
6. Vendor agrees that it meets all legal and regulatory requirements to conduct any business referenced by Ezecache Vouchers. Any offerings which do not meet these requirements will be removed promptly by the Vendor. Furthermore Ezecache at its sole discretion can remove any such offerings.
7. Vendor agrees not to put any offensive, illegal or prurient items within its Vouchers, Locations or on the Ezecache Map. Any items presented to users must adhere to the Ezecache usage rules (see <https://ezecache.com/legal/eula.php>)

### 3. Customer Data Restrictions

1. "Customer Data" means all identifiable information about purchasers or redeemers generated or collected by Ezecache or Vendor, including, but not limited to, purchaser's name, redeemer's name, Ezecache account information, passwords, shipping addresses, email addresses, phone numbers, purchaser preferences and tendencies, and financial transaction data.
2. Vendor shall use Customer Data only to fulfill its redemption obligations in connection with the Vendor Offering as authorized by this Agreement. Vendor expressly agrees that any Customer Data shall be used only for this purpose (including, but not limited to, the redemption of Vouchers and provision of goods and services to purchasers), and not to enhance a file or list owned by Vendor, or any third party. Vendor represents, warrants and covenants that it will not resell, broker or otherwise disclose any Customer Data to any third party, in whole or in part, for any purpose, unless required by applicable law. If Vendor engages any third party to facilitate its redemption obligations hereunder, Vendor shall ensure that such third party implements and complies with reasonable security measures in handling any Customer Data. If any Customer Data is collected directly by Vendor or a third party engaged by Vendor to facilitate its redemption obligations hereunder, Vendor shall ensure that it or such third party adopts, posts and processes the Customer Data in conformity with its posted privacy policy and all applicable laws.
3. As long as Vendor uses Customer Data in compliance with applicable law and Vendor's posted privacy policy, restrictions stated in this Agreement on Vendor's use of Customer Data do not apply to: (i) data from any purchaser who is already a customer of Vendor before the Effective Date, if such data was provided to Vendor by such purchaser independent of this Agreement or any transaction hereunder; or (ii) data supplied by a purchaser directly to Vendor who becomes a customer of Vendor

in connection with such purchaser explicitly opting in to receive communications from Vendor.

4. Vendor shall immediately notify Ezecache if Vendor becomes aware of or suspects any unauthorized access to or use of Customer Data or any confidential information of Ezecache, and shall cooperate with Ezecache in the investigation of such breach and the mitigation of any damages. Vendor will bear all associated expenses incurred by Ezecache to comply with applicable laws (including, but not limited to, any data breach laws) or arising from any unauthorized access or acquisition of Customer Data while such data is in Vendor's reasonable possession or control. Upon termination or expiration of this Agreement, Vendor shall, as directed by Ezecache, destroy or return to Ezecache all the Customer Data in Vendor's or any agent of Vendor's possession.

#### 4. Term

This Agreement will continue in effect until terminated by either party in accordance with this Section ("Term"). Ezecache is authorized to terminate this Agreement, at any time for any reason, upon written notice to Vendor. Vendor is authorized to terminate this Agreement upon seven (7) business days prior written notice to Ezecache. Termination of this Agreement will not in any way affect Vendor's obligation to redeem any Voucher according to the terms of this Agreement, including the obligation to honor the Voucher for the Promotional Value prior to the Promotional Value Expiration Date. Provisions in this Agreement that are intended to survive termination will continue in full force and effect after the Term.

#### 5. Marketing

Ezecache and its business partners may communicate with Vendor with regard to products, promotions, and other services that may be of interest to Vendor. This may include email or other communications. Ezecache may also solicit Vendor's opinion for market research purposes.

#### 6. Intellectual Property Rights

1. Vendor grants to Ezecache a non-exclusive, worldwide, royalty free, paid-up, perpetual, irrevocable, transferable and sub-licensable license and right to use, modify, reproduce, sublicense, publicly display, distribute, broadcast, transmit, stream, publish and publicly perform: (a) Vendor's name, logos, trademarks, service marks, domain names, and any audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved to use by Vendor (collectively, "Vendor IP"); and (b) any third party's name, logos, trademarks, service marks, domain names, audiovisual recordings, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved for use by Vendor (collectively, "Third Party IP"), in each case in connection with the promotion, sale/resale (as may be applicable) or distribution of the Vendor Offering in all media or formats now

known or hereinafter developed ("License"). Any use of the Vendor IP or Third Party IP as contemplated in this Agreement is within Ezecache's sole discretion.

2. Vendor acknowledges and agrees that, as between the parties, Ezecache owns all interest in all apps, Websites, Customer Data, Ezecache trade names, logos, trademarks, service marks, domain names, social media identifiers, all data collected through or from the Website, all audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text or any other content created by Ezecache or at Ezecache's direction, or assigned to Ezecache, and any materials, software, technology or tools used or provided by Ezecache to promote, sell/resell (as may be applicable) or distribute the Vendor Offering and conduct its business in connection therewith (collectively "Ezecache IP"). Vendor shall not use, sell, rent, lease, sublicense, distribute, broadcast, transmit, stream, place shift, transfer, copy, reproduce, download, time shift, display, perform, modify or timeshare the Ezecache IP or any portion thereof, or use such Ezecache IP as a component of or a base for products or services prepared for commercial use, sale, sublicense, lease, access or distribution, except that Ezecache grants Vendor a limited, non-exclusive, revocable, non-transferable, non-sub licensable license during the Term to use one copy of Ezecache's mobile Vendor software application on a single mobile computer, tablet computer, or other device, solely for the purposes permitted by that software, and to make one copy of the software for back-up purposes. Vendor shall keep the Ezecache IP confidential, and shall not prepare any derivative work based on the Ezecache IP or translate, reverse engineer, decompile or disassemble the Ezecache IP. Vendor shall not take any action to challenge or object to the validity of Ezecache's rights in the Ezecache IP or Ezecache's ownership or registration thereof. Except as specifically provided in this Agreement, Vendor and any third party assisting Vendor with its obligations in this Agreement, are not authorized to use Ezecache IP in any medium without prior written approval from an authorized representative of Ezecache. Vendor shall not include any trade name, trademark, service mark, domain name, social media identifier, of Ezecache or its affiliates, or any variant or misspelling thereof, in any trademark, domain name, email address, social network identifier, metadata or search engine keyword. Vendor shall not use or display any Ezecache IP in a manner that could reasonably imply an endorsement, relationship, affiliation with, or sponsorship between Vendor or a third party and Ezecache. All rights to the Ezecache IP not expressly granted in this Agreement are reserved by Ezecache.
3. If Vendor provides Ezecache or any of its affiliates with feedback, suggestions, reviews, modifications, data, images, text, or other information or content about a Ezecache product or service or otherwise in connection with this Agreement, any Ezecache IP, or Vendor's participation in the Vendor Offering or Voucher, (collectively, "Feedback"), Vendor irrevocably assigns to Ezecache all right, title, and interest in and to Feedback. In the event your assignment to Ezecache is invalid for any reason, you hereby irrevocably grant Ezecache and its affiliates a perpetual, paid-up, royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (i) use, reproduce, perform, display, and distribute Feedback; (ii) adapt, modify, re-format, and create derivative works of Feedback for any purpose and sublicense the foregoing rights to any other person or entity. Vendor warrants

that: (A) Feedback is Vendor's original work, or Vendor obtained Feedback in a lawful manner; and (B) Ezecache and its sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. Vendor agrees to provide Ezecache such assistance as Ezecache might require to document, perfect, or maintain Ezecache's rights in and to Feedback.

## 7. Representations and Warranties

Vendor represents and warrants that: (a) Vendor has the right, power and authority to enter into this Agreement; (b) Vendor, if required by applicable law, is registered for sales and use tax collection purposes in all jurisdictions where Vendor's goods and services will be provided; (c) the Voucher, upon being delivered by Ezecache, will be available immediately for redemption and Vendor will have sufficient goods and/or services available for redemption through the Promotional Value Expiration Date (*i.e.*, a number of goods and/or services sufficient to fulfill its redemption obligations in connection with the applicable Maximum Number of Vouchers); (d) the terms and conditions of the Voucher, including any discounts or goods and services offered thereunder do not and will not violate any, local, state, provincial, territorial or federal law, statute, rule, regulation, or order, including but not limited to, any law or regulation governing the use, sale, and distribution of alcohol and any laws governing vouchers, gift cards, coupons, and gift certificates; (e) the Vendor's redemption of the Voucher will result in the bona fide provision of goods and/or services by Vendor to the purchaser; (f) Vendor owns all interest in and to the Vendor IP and has licensing rights in (with the right to sublicense to Ezecache) the Third Party IP, and has the right to grant the License stated in this Agreement; (g) the Vendor IP and the Third Party IP, the Vendor Offering, Ezecache's use and promotion thereof, and the results of such Vendor Offerings, will not infringe, dilute, misappropriate, or otherwise violate, anywhere in the world, any patent, copyright, logo, trademark, service mark, trade name, rights in designs, or other intellectual property right or right of privacy or publicity of any third party or any applicable law, and does not and will not result from the misappropriation of any trade secret or the breach of any confidentiality obligations to any person or entity; (h) the Vendor IP and Third Party IP does not include any material that is unlawful, threatening, abusive, defamatory, vulgar, obscene, profane or otherwise objectionable, or that encourages conduct that constitutes a criminal offense, gives rise to civil liability or otherwise violates any law; (i) the Vouchers and any advertising or promotion of Vendor's goods and services relating thereto will not constitute false, deceptive or unfair advertising or disparagement under any applicable law; (j) Vendor and its employees, contractors and agents have had the proper education and training and hold all required and up-to-date regulatory authorization, licenses and certifications relating to any Vendor Offering to provide the goods or services described in this Agreement; (k) Vendor's business information and direct deposit details as provided in this Agreement, indicating where payments should be forwarded are accurate and Vendor is the authorized entity to receive the funds forwarded by Ezecache; (l) Vendor is not authorized to resell, broker or otherwise disclose any Customer Data (as defined in this Agreement) to any third party, in whole or in part, for any purpose, and Vendor is not authorized to copy or otherwise reproduce any Customer Data other than for the



purpose of redeeming or verifying the validity of Vouchers in connection with this Agreement.

8. Indemnification

To the extent allowed under applicable law, Vendor agrees to defend, indemnify and hold Ezechache, its affiliated and related entities, and any of its respective officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including but not limited to reasonable attorneys' fees and costs) arising out of or relating to any of the following: (a) any breach or alleged breach by Vendor of this Agreement, or the representations and warranties made in this Agreement; (b) any claim for state sales, use, or similar tax obligations of Vendor arising from the sale and redemption of a Voucher; (c) any claim by any local, state, provincial, territorial or federal governmental entity for unredeemed Vouchers or unredeemed cash values of Vouchers or any other amounts under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest; (d) any claim arising out of a violation of any law or regulation by Vendor or governing Vendor's goods and/or services; (e) any claim arising out of Vendor's violation of law or regulation governing the use, sale, and distribution of alcohol; (f) any claim by a purchaser or anyone else arising out of or relating to the goods and services provided by Vendor and/or pick up of the goods and services at the Redemption Site, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages; (g) any claim by a purchaser for the Amount Paid; (h) any claim arising out of Vendor's misuse of Customer Data, or any violation of an applicable data privacy or security law; and (i) any claim arising out of Vendor's negligence, fraud or willful misconduct. Ezechache maintains the right to control its own defense and to choose and appoint its own defense counsel, regardless of the presence or absence of a conflict of interest between Ezechache and Vendor. Vendor's duty to defend and indemnify Ezechache includes the duty to pay Ezechache's reasonable attorneys' fees and costs, including any expert fees.

9. Confidentiality

The terms for the Vendor Offering described in this Agreement are confidential, and Vendor agrees not to disclose the terms described in this Agreement to any party (other than to its employees, parent companies, shareholders, lawyers and accountants on a strict need-to-know basis or as required by applicable public records and other law, if Vendor has taken the necessary precautions of the kind generally taken with confidential information to preserve the confidentiality of the information made available to such parties). In the event of a breach, Ezechache is entitled to injunctive relief and a decree for specific performance, and any other relief allowed under applicable law (including monetary damages if appropriate).

10. Limitation of Liability

EXCEPT FOR Vendor'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT IS EITHER PARTY LIABLE OR OBLIGATED TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST BUSINESS, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. Ezecache'S SOLE AND COMPLETE LIABILITY TO Vendor FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY ERRORS, OMISSIONS OR MISPLACEMENTS OF ANY VOUCHER IS LIMITED TO THE AMOUNT OF FEES RETAINED BY Ezecache HEREUNDER FOR THE PRECEDING SIX(6) MONTHS AFTER FINAL CALCULATION AND RECONCILIATION OF ALL REFUNDS. THIS LIMITATION OF LIABILITY APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY. IN ADDITION, ANY CLAIM BY OR ON BEHALF OF A Vendor IN CONNECTION WITH ANY PAYMENT MADE BY Ezecache, INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGING THAT A Vendor WAS UNDERPAID, MUST BE MADE IN WRITING TO Ezecache WITHIN NINETY (90) DAYS FROM THE DATE Ezecache REMITS THE PAYMENT AT ISSUE. ALL CLAIMS NOT MADE IN ACCORDANCE WITH THE FOREGOING SHALL BE DEEMED WAIVED, RELEASED AND DISCHARGED BY Vendor.

#### 11. Dispute Resolution

All disputes arising out of, or relating in any way to this Agreement, shall be resolved pursuant to this Section 14 Dispute Resolution.

##### 1. Binding Arbitration

EXCEPT AS SPECIFICALLY STATED HEREIN, ANY DISPUTE OR CLAIM BETWEEN Vendor AND Ezecache ARISING OUT OF, OR RELATING IN ANY WAY TO, THIS AGREEMENT ("DISPUTES") SHALL BE RESOLVED EXCLUSIVELY BY FINAL, BINDING ARBITRATION. BY VIRTUE OF THE AGREEMENT IN THIS SECTION 14 TO ARBITRATE, Vendor AND Ezecache ARE EACH GIVING UP THE RIGHT TO GO TO COURT AND HAVE A DISPUTE HEARD BY A JUDGE OR JURY (EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 14). The provisions of this Section 14 shall constitute Vendor's and Ezecache's written agreement to arbitrate Disputes under the Federal Arbitration Act. The arbitration will be administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to its applicable rules, including those applicable to Commercial Disputes, available at <https://www.adr.org> or by calling 800-778-7879. The arbitrator will apply and be bound by this Agreement, apply applicable law and the facts, and issue a reasoned award.

To begin an arbitration proceeding, Vendor or Ezecache must comply with the limitations provision set forth in Section 13 and submit the Dispute by making a demand for arbitration as detailed at <https://www.adr.org>. If Vendor demands arbitration, it shall simultaneously send a copy of the completed demand to the following address: C T Corporation System, 208 S. LaSalle Street, Suite 814,



Chicago, IL 60604. If Ezecache demands arbitration, it shall simultaneously send a copy of the completed demand to the Vendor's address of record. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Ezecache will reimburse those fees for Disputes totaling less than \$10,000 if Vendor is the prevailing party in such arbitration. Ezecache will not seek attorneys' fees and costs in arbitration unless the arbitrator determines that a Vendor Dispute is frivolous. The arbitration will be conducted based upon written submissions unless Vendor requests and/or the arbitrator determines that a telephone or in-person hearing is necessary. If the arbitrator grants the request or determines an in-person hearing is necessary, the hearing will proceed in Chicago, Illinois, unless the arbitrator determines or we agree that the matter should proceed in the county of Vendor's principal place of business.

2. Class Action Waiver

WE EACH AGREE THAT WE SHALL BRING ANY DISPUTE AGAINST THE OTHER IN OUR RESPECTIVE INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. IN ADDITION, WE EACH AGREE THAT DISPUTES SHALL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THE ARBITRATOR DOES NOT HAVE THE POWER TO VARY THESE PROVISIONS.

3. Choice of Law/No Jury Trial

If for any reason a Dispute proceeds in court: (i) Vendor and Ezecache agree that any such Dispute may only be instituted in a state or federal court in Cook County, Illinois; (ii) Vendor and Ezecache irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts for resolution of such Disputes; (iii) Vendor and Ezecache agree that the Federal Arbitration Act, the AAA rules, applicable federal law and the laws of the State of Illinois, without regard to principles of conflicts of law, will govern this Agreement and any Disputes; and (iv) Vendor AND Ezecache AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

4. Injunctive Relief/Attorneys' Fees

Notwithstanding anything to the contrary in this Agreement, either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to claims that the other party's conduct may cause the other irreparable injury and/or (ii) individual claims for which applicable law expressly prohibits pre-dispute arbitration agreements, if any, where such law is not preempted by the Federal Arbitration Act. In the event Ezecache is the prevailing party in any Dispute, subject to any exceptions in this Section 14, Vendor shall pay to Ezecache all reasonable attorneys' fees and costs incurred by Ezecache in connection with any Dispute.

12. Other

1. The parties are independent contractors. Nothing in this Agreement is to be construed to create a joint venture, partnership, franchise, or an agency relationship between the parties. Neither party has the authority, without the other party's prior written approval, to bind or commit the other in any way.
2. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

3. Vendor is not authorized to transfer or assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without Ezechache's prior written consent. Any waiver must be in writing and signed by an authorized signatory of Ezechache. Ezechache is authorized to transfer or assign this Agreement to a present or future affiliate or pursuant to a merger, consolidation, reorganization or sale of all or substantially all of the assets or business, or by operation of law, without notice to Vendor.
4. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement are not affected.
5. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS NOR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF VendorABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Ezechache DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES OFFERED ON OR THROUGH THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE VOUCHERS ARE ERROR-FREE, OR THAT ANY Vendor OFFERING WILL RESULT IN ANY REVENUE OR PROFIT FOR Vendor.
6. Password Security. You must safeguard your password for, and supervise use of, Ezechache's self-serve platform and tools, including, without limitation, Vendor Website, and all information concerning Vendor Offering (together your "Account"), Locations or Redemption. You are solely responsible for maintaining the security of your Account and maintaining settings that reflect your preferences. We will assume that anyone using your Account is you or is authorized by you to do so. You agree that you are solely responsible and liable for any activity that occurs under your Account.
7. Call Recording. You acknowledge that Ezechache may record phone calls with you for quality assurance and training purposes.