

GENERAL TERMS OF USE

Last Updated December 9, 2021

IMPORTANT: THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 16 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND THE COMPANY ENTITIES ARE EACH GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

We may update these Terms of Use from time to time by notifying you of such changes by any reasonable means, including by posting a revised Terms of Use through the Company Sites. You agree that it your responsibility to regularly check www.yaytech.com for any updated Terms of Use. In addition, by continuing to use or access any of the Company Sites or otherwise engaging with Company after we post any changes, you accept the updated Terms of Use. The “Last Updated” date above indicates when these Terms of Use were last changed.

1. Introduction

These Terms of Use govern your access to and use of all the Company Sites among other things. By using the Company Sites, you affirm that you are of legal age to enter into these Terms of Use, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Use and your parent or guardian consents to these Terms of Use on your behalf. If you violate or do not agree to these Terms of Use, then your access to and use of the Company Sites is unauthorized.

Definitions:

- **“Company”** means Fortune Tech, Inc., and any subsidiaries of Fortune Tech, Inc. (including any subsidiaries that Fortune Tech, Inc. may form or acquire in the future), and their affiliates, directors, officers, employees and agents. We also refer to Company as **“we,” “us”** and **“our.”** **“Company Entities”** means Fortune Tech, Inc.; its suppliers, vendors, contractors, and licensors.
- **“Company Sites”** means www.yaytech.com, the Company Apps, and all related functionality, services, and Content offered by or for Company on or through www.yaytech.com, and the Company Apps or the systems, servers, and networks used to make the Company Sites available.
- **“Company Apps”** means the official “Company App” for iPhone and Android, which may be downloaded from the iTunes App Store or the Google Play Store.
- **“You”** or **“your”** means any user of any Company Site and any person who has notice of these Terms of Use.

- **“Terms of Use”** means these Terms of Use and all other terms and policies posted by Company on the Company Sites (and any updates by Company to these Terms of Use and those terms and policies).
- **“Content”** means merchandise information, product descriptions, reviews, comments, messages, reviews, communications, feedback, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, logos, hash tags, designs, icons, photographs, software programs, music clips or downloads, video clips, and written and other materials.)
- **“Make available”** means post, transit, publish, upload, distribute, transmit, display, provide, or otherwise submit or make available (including through any part of the Company Sites administrated by third-party social media platforms (e.g., Facebook) that allow interaction with the Company Sites through the tools offered by such social media platforms).
- **“Materials”** means Content that Company Entities make available on or through the Company Sites.

2. Use of the Company Sites

You certify that the Content you provide on or through the Company Sites is accurate and that the information you provide on or through the Company Sites is complete. You are solely responsible for maintaining the confidentiality and security of your account including username and password. Company is not responsible for any losses arising out of the unauthorized use of your account. You agree that Company does not have any responsibility if you lose or share access to your device. Any agreement between you and the issuer of your credit card, debit card, or other form of payment will continue to govern your use of such payment method on the Company Sites. You agree that Company is not a party to any such agreement, nor is Company responsible for the content, accuracy, or unavailability of any method used for payment. Your account may be restricted or terminated for any reason, at our sole and absolute discretion. Except as otherwise provided by law, at any time without notice to you, we may (1) change, restrict access to, suspend, or discontinue the Company Sites or any portion of the Company Sites, and (2) charge, modify, or waive any fees required to use any services, functionality or other content available through the Company Sites or any portion of the Company Sites.

In connection with the Company Sites, you will not:

- Make available through or in connection with the Company Sites any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
- Use the Company Sites for any any purpose that is fraudulent or otherwise tortious or unlawful.

- Interfere with or disrupt the operation of the Company Sites or the systems, servers, or networks used to make the Company Sites available, including by hacking or defacing any portion of the Company Sites; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Company Sites.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, distribute, or otherwise exploit any portion of (or any use of) the Company Sites except as expressly authorized in these Terms of Use, without Company's express prior written consent.
- Reverse engineer, decompile, or disassemble any portion of the Company Sites, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark, or other proprietary rights notice from the Company Sites.
- Frame or mirror any portion of the Company Sites, or otherwise incorporate any portion of the Company Sites into any product or service, unless you obtain Company's express prior written consent to do so.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any Materials, or reproduce or circumvent the navigational structure or presentation of the Company Sites, without Company's express prior written consent.
- Cause injury to any person or entity.
- Violate any statute, law, rule, or regulation, or these Terms of Use.
- You will not use the Company Sites or Company's name, logo, or brand to (1) send any unsolicited or unauthorized Content, including advertising, promotional materials, email, junk mail, spam, or other form of solicitation; or (2) use any meta tags or other hidden text or metadata utilizing a Company trademark, logo, URL, or product name without Company's written consent.
- You will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this Section, or attempt, permit, encourage, assist, or allow any other violation of these Terms of Use.

3. Monitoring by Company

Company will have the right, in our sole and absolute discretion, to monitor, evaluate, and analyze Content, and any use of and access to the Company Sites, including to determine compliance with these Terms of Use and any other operating rules that may be established by Company from time to time. Company will also have the right, in our sole and absolute discretion, to edit, move, delete, or refuse to make available any Content made available through, the Company Sites, for any reason, including violation of these Terms of Use, whether for legal or other reasons. Despite this right of ours, you are solely responsible for any Content you make available, and you agree to indemnify Company for all claims resulting from any Content you make available.

4. Materials Available on the Company Sites

Company and its suppliers and licensors may make available various Materials. The Materials are for educational and informational purposes only, and errors may appear from time to time. Before you act in reliance on any Materials, you should confirm any facts that are important to your decision. The Company Entities make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any Materials.

THE COMPANY ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS.

5. Merchandise

The Sites may make available listings, descriptions, and images of goods and services (collectively, “Products”). Such Products may be made available by us or by third parties. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications, and prices contained on the Sites). Such information and the availability of any Product are subject to change at any time without notice.

We have made efforts to accurately display the attributes of Products. In addition, certain weights, measures, and similar descriptions are approximate and are for convenience only.

Company has no liability to you for content on the Company Sites that you find to be offensive, indecent, or objectionable.

Company is not responsible for, and cannot guarantee the performance of, goods and services provided by third parties, including any Company Entity, our advertisers, or other third parties to whose items or sites we link. While our goal is to provide accurate information, product packaging and material may contain more and/or different information than that provided on the Company Sites, including the product description, country of origin, and other information. Always read labels, warnings, directions, and other information provided with the product before using the product. For additional information about a product, please contact the manufacturer. If you find a product is not as described, your sole remedy is to return it (excluding products that are not eligible for return), in accordance with Company’s return policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

6. Third Party Sites

References on the Company Sites to any names, marks, products, or services of third parties, or links to third-party sites or information, are not an endorsement, sponsorship, or recommendation of the third party or its information, products, or services. Company is not responsible for the content of any third-party linked site or any link contained in a linked site, including any third-party social media or mobile app platform with which the

Company Sites operate or otherwise interact, nor is Company responsible for the acts or omissions of any operator of any such site or platform. Your use of any such third-party site or platform is at your own risk, and will be governed by such third party's terms and policies (including its privacy policy).

7. Ordering

A. Order Acceptance and Billing

You represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. By providing payment card information to us, you authorize us to store and use the card as a payment method for purchases made through your account, including on affiliated sites and properties which you access via your account credentials. All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use and may result in cancellation of your order. Prior to accepting an order we may also request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is canceled or if additional information is required to accept your order. Company may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the Products, as well as all shipping and handling charges and applicable taxes. You will not be charged for most orders until the order has shipped.

Company reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per order for any reason. We will attempt to notify you should such limits be applied. Company also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms of Use, “reselling” will be defined as purchasing or intending to purchase any Product(s) from Company for the purpose of engaging in a commercial sale of the same Product(s) to a third party.

In addition to any other remedies available to it, Company may in its sole discretion restrict or terminate your account, or cancel or refuse orders for violations of, or abuse of Company returns policy.

B. Pricing Information and Availability

Company cannot confirm the price or availability of an item until after your order is placed. Pricing or availability errors may occur on the Company Sites. The receipt of an order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a Product. Company reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Company. Company may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

C. Promotional Codes

Promotional codes are limited in nature and may expire or be discontinued with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise transferred. They are not redeemable for cash and are subject to cancellation or change at any time for any reason without notice. We reserve the right in our discretion to impose conditions on the offering of any promotional code.

8. Shipping and Delivery

Products will be shipped to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on the Company Sites. All transactions are made pursuant to a shipping contract, and, as a result, risk of loss and title for Products pass to you upon delivery of the Products to the carrier.

Delivery of Products purchased from the Company Sites to addresses outside the United States is limited. Some Products also have restricted delivery within the United States.

9. Export Policy

You acknowledge that goods licensed or sold on the Company Sites are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received, and you agree to comply with all applicable laws. You agree, represent, and warrant that no Materials will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through, exported to, or re-exported (collectively “transferred”) to any territory (or national resident thereof), person, entity, or organization to which such Materials could not be transferred directly from the United States or by a U.S. person without a license, including without limitation to any person on the U.S. Treasury Department’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List.

10. Intellectual Property

The Company Sites and all Materials, and all copyrights, trademarks, trade dress, and other intellectual property rights (collectively, the “IP”) are owned or controlled by or licensed to Company, and are protected by U.S. and international trademark, copyright,

and other intellectual property laws. Materials are licensed (not sold) to end-users. Subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Company to use the Company Sites, you may access, view, download, and print the Materials for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, or other proprietary designations contained on all Materials; (2) do not modify or alter the Materials in any way; and (3) do not provide or make available the Materials to any third party in a commercial manner. If you fail to comply with any of the terms or conditions of these Terms of Use, you must immediately cease using the Company Apps and uninstall and/or delete the Company Apps from your mobile device.

Company names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through any of the Company Sites are trademarks or trade dress of Company in the U.S. and other countries. All other marks are the property of their respective companies.

11. Privacy

You acknowledge that any personal information that you provide through the Company Sites will be used by Company in accordance with Company's Privacy Policy (available www.yaytech.com]), which may be updated by Company from time to time. If you purchase an item on www.yaytech.com, Company may share certain information to a third party or supplier, as applicable, to fulfill and ship your order, process returns, and provide customer service.

You authorize your wireless operator to disclose to Company and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship.

12. Third-Party Software & Licensing Notices

The Company Sites may include certain third-party technologies and open source materials (collectively, "Third-Party Technology"). Your use of such Third-Party Technology is subject to these Terms of Use, as well as well the applicable terms and conditions of such third parties.

13. Limited Warranty

Unless otherwise stated in these Terms of Use, the Company represents and warrants only to you, the original purchaser of all content, materials, products, services, functionality, and other items included on or otherwise made available to you through the Company Sites shall be free from defects in materials and workmanship under normal use for the twelve (12) month period after the date of purchase (the "Limited Warranty"). Any and all claims require valid proof of purchase.

The Limited Warranty shall not apply to any purchases outside of the contiguous United States, consumable parts (e.g., batteries), Third-Party Technology, damage caused by Third-Party Technology, damage caused by an accident, misuse, spillage of food, liquid or other product, any act of God, such as an earthquake, fire or flood, non-standard use; cosmetic damage, including but not limited to scratches and/or dents, and defects due to ordinary use (e.g., dead pixels, broken buttons, wear and tear, etc.).

In the event of a valid claim, the Company, will at its sole and absolute discretion, and to the extent permitted by law, repair, replace or exchange content, materials, products, services, functionality, and other items, at an equal or similar value included on or otherwise made available to you through the Company Sites (collectively, “replacement”). In no event shall the Company represent or warrant that any replacement shall offer the same functionality. In the event the Company cannot provide a replacement, the Company may issue a refund for the purchase price, if applicable.

14. Disclaimer of Warranties

UNLESS OTHERWISE STATED, THE COMPANY SITES, AND ALL CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY SITES ARE PROVIDED BY COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. NO COMPANY ENTITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE COMPANY SITES OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE COMPANY ENTITIES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF THE COMPANY SITES IS AT YOUR SOLE RISK. THIS SECTION 14 DOES NOT LIMIT THE TERMS OF ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF AN ITEM THAT IS SOLD BY COMPANY TO YOU. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE COMPANY SITES AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE COMPANY SITES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO COMPANY ENTITY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE COMPANY SITES. SOME STATES DO NOT ALLOW

LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

15. Exclusions and Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THE COMPANY ENTITIES WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE EVEN IF AN AUTHORIZED REPRESENTATIVE OF A COMPANY ENTITY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO COMPANY ENTITY WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE COMPANY SITES DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO COMPANY ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER OR OTHER USER OF THE COMPANY SITES.

16. Indemnification

You agree to defend (at Company's option), indemnify, and hold the Company Entities harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Company Sites or any breach by you of these Terms of Use. Company reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Company if and as requested by Company in the defense and settlement of such matter.

17. Disputes & Arbitration; Applicable Law

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Using or accessing the Company Sites constitutes your acceptance of this Arbitration provision. Please read it carefully as it provides that you and Company will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND COMPANY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <http://www.jamsadr.com/consumer-arbitration>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these Terms of Use and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms of Use, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

These Terms of Use will be governed by and construed under the laws of the United States (including federal arbitration law) and the State of California, without regard to conflicts of law principles.

18. Termination

These Terms of Use are effective unless and until terminated by either you or Company. You may terminate these Terms of Use at any time, provided that you cease any further use of the Company Sites. We also may terminate these Terms of Use at any time and may do so immediately without notice, and deny you access to the Company Sites, if in our sole and absolute discretion you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or Company, you must promptly destroy all Materials and other Content downloaded or otherwise obtained from the Company Sites, as well as all copies of such Content, whether made under these Terms of Use or otherwise. The following sections will survive any termination of these Terms of Use: “Your Use of the Company Sites,” “Monitoring by Company,” “Materials Available on the Company Sites,” “Merchandise,” “Third Party Sites,” “Placing an Order with Company,” “Shipping and Delivery,” “Export Policy,” “Intellectual Property” (excluding the rights granted to you in that Section), “Privacy,” “Indemnification,” “Termination,” “Limited Warranty,” “Disclaimer of Warranties,” “Exclusions and Limitation of Liability,” “Disputes & Arbitration,” and “General”.

19. General

These Terms of Use represent the complete agreement and understanding between you and Company and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms of Use. These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Company. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Use is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use will remain in full force and effect. The failure of Company to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and will not limit Company's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms of Use without restriction. Any use of the term “including” or variations thereof in these Terms of Use shall be construed as if followed by the phrase “without limitation.” Notices to you (including notices of changes to this these Terms of Use) may be made via posting to the Company Sites or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

20. How to Contact Us

If you have any questions or comments, please contact us at www.yaytech.com, support@yaytech.com or by mail at the following address: 13825 Norton Avenue, Chino,

California 91710. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.