

SITE TERMS AND CONDITIONS OF USE

1. User's Acknowledgment and Acceptance of Terms

Everything High-Level LLC (referred to as "us", "we" or "Everything High-Level") provides the www.ehl.life site, any and all mobile apps created by Everything High-Level and various related services (together referred to as our "Services") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us (or your company). Depending on your use of our Service additional rules may also apply to you.

If you use our Service to advertise or market your business, list any product or item for sale, the Everything High-Level SELLER Policy shall also apply to you, and you agree to be bound by all such terms. The SELLER Policy can be found on our site and should be read carefully by all Businesses. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

If you use our Service to browse businesses or business listings, purchase or shop for products offered on our site, or products listed by businesses on our site, Everything High-Level CONSUMER Policy shall also apply to you, and you agree to be bound by all such terms. The CONSUMER Policy can be found on our site and should be read carefully by all Consumers. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

When using our site, Users shall be subject to any posted guidelines or rules, in addition to these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, YOU ARE CREATING A LEGALLY BINDING CONTRACT TO COMPLY WITH AND TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE WHICH ARE FOUND ON OUR SITE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of 3/2/2022. We reserve the right to change these Terms of Use at any time. Such changes, modifications, additions, or deletions shall be effective immediately. Notice of such change may be given by means including, but not limited to issuing an e-mail to the e-mail address listed by registered Users and posting the revised terms on this page. You acknowledge and agree that it is your responsibility to maintain a valid email address as a registered User. Your continued use of the site will constitute your: (a) acknowledgment of the modified Terms of Use; and (b) agreement to abide and be bound by the modified Terms of

Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, officers, directors, or employees. The term Affiliate DOES NOT include Businesses of products on Everything High-Level.

2. Description of Services

Everything High-Level is a shared digital marketplace directory for Black owned businesses, Black content creators, and consumers for the betterment of humanity. Everything High-Level does not facilitate or sell, purchase any goods, take possession of any goods, provide shipping services, or perform any other activity on behalf of any User or third party utilizing this site. Users that list their business or products, and sell items through our Service are entirely responsible for their sales transactions, including without limitation the listing of products, goods and any applicable product warranties. Businesses, content creators, and consumers will collectively be referred to herein as "Users" of the Service.

Everything High-Level services consist of the following:

1. Webpage Advertisement – Everything High-Level offers businesses and content creators with webpage advertisement services, wherein clients' webpages will be listed with a hyperlink for Users to browse.
 2. Webpage Consultation – For an assessed fee, Everything High-Level offers direct communication and webpage planning with the assistance of an agent of our Company to assist with webpage set-up.
 3. Webpage Design – Everything High-Level offers webpage design services.
 4. Webpage Development – Everything High-Level offers webpage development service, which consists of a backend code that delivers functionality for what clients have requested to ensure things such as online shopping carts and subscription services are built and functioning on the webpage.
 5. Webpage Maintenance – Everything High-Level offers webpage maintenance, which includes the upkeep of the client's webpage by maintaining the client's domain and web hosting services.
 6. Webpage Security – Everything High-Level offers security functionality that is built into our domain to keep transactions, browsing history, and customers personal information secure.
 7. Webpage Support – Everything High-Level offers webpage support which assists with updating, editing, and deleting webpage information for clients upon request.
 8. EHL Clothing/Accessories/Books – Everything High-Level will offer clothing and other accessories for sale on our site for direct purchase. These products should not be confused with products offered for sale by businesses and content creators who use our site.
- Fees for the various services are set out in the membership and service fees described elsewhere in this site.
 - **EQUIPMENT.** You are solely responsible for providing, at your own expense, all

equipment necessary to use the services, including a computer and modem; and your own Internet access (including payment of telephone service fees associated with such access).

- **SITE CHANGES.** We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you, or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.
- **DISRUPTIONS:** You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.
- **AS-IS:** You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any User communications or personalization settings.

3. Registration Data and Privacy

In order to access some of the services on this site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

All Users must be current residents of the United States to register an account with Everything High-Level.

Minors under 18 and at least 13 years of age are only permitted to use our Services through an account owned by a parent or legal guardian with their appropriate permission and under their direct supervision. Children under 13 years are not permitted to use Everything High-Level or the Services. You are responsible for any and all account activity conducted by a minor on your account, and there may be commercial products or services available that you may want to consider limiting a minor's access to material online.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

Businesses on Everything High-Level may also process Consumers' Registration Data and personal information in connection with sales (ex. Consumer name, email address, and shipping address). Everything High-Level and Businesses are therefore considered separate and independent data controllers of Consumers' personal information under European Union law. This means that each Everything High-Level and Businesses are independently responsible for the Registration Data and personal information it processes. Businesses are therefore responsible for

their own negligent, improper, or other actions regarding the use of Consumers' Registration Data and personal information. Everything High-Level shall have no liability to Consumer for Business' processing of Consumer' Registration Data and personal information.

If, however, Everything High-Level and Businesses are found to be joint data controllers of Consumers' personal information, and if Everything High-Level is sued, fined, or otherwise incurs expenses because of something that a Business did as a joint data controller of Consumer personal information, Businesses agree to indemnify Everything High-Level for the expenses it occurs in connection with the processing of Consumer personal information.

4. Payment of Fees

If you subscribe to a service on this site that requires payment of a fee, you agree to pay all fees associated with such service. For all charges for services on this site, we will bill your credit card. Recurring charges are billed in advance of service. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address, and telephone number, and to provide us with any changes in such information within thirty (30) days of the change.

If, for any reason, your credit card company refuses to pay the amount billed for the service, you agree that we may, at our option, suspend or terminate your subscription to the service and require you to pay the overdue amount by other means acceptable to us. We may charge a fee for reinstatement of suspended or terminated accounts.

You agree that until your subscription to the service is terminated, you will continue to accrue charges for which you remain responsible, even if you do not use the service. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

All Users of this site and Service are solely responsible for collecting and/or paying any and all applicable taxes for any purchases or sales you make through our Services. Users agree to Indemnify in any threatened or asserted action or claim against Everything High-Level for all unpaid or uncollected taxes by any party, including but not limited to any governmental, regulatory, or administrative body of any territory.

Everything High-Level will not issue a refund to any User of our Service, except that If a User has paid Everything High-Level for a service or product which they do not receive, the User shall receive a refund within 60 days of remitting a refund request to Everything High-Level. Any refund shall be via ACH, cashapp, paypal, or check. Under no circumstances will Everything High-Level refund any User for any service or product purchased from a Business or Content Creator on our Site.

5. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible

for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

- (a) Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- (b) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- (d) Constitutes unauthorized or unsolicited advertising, junk, or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- (e) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- (f) Impersonates any person or entity, including any of our employees or representatives;
- (g) Is false and misleading or uses the Services in a manner that is fraudulent or deceptive; or
- (h) Promotes any other brand, company, product, or enterprise on the site or Services.

Content available through this site often represents the opinions and judgments of an information provider, site User, Seller, Consumer, or other person or entity not an agent of Everything High-Level. We neither endorse, are responsible for, nor assume any liability for the accuracy, reliability, or accuracy of any material uploaded or submitted by any Users of the site. We do not pre-screen, monitor, or edit the content posted by Users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of User conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal

and waive any claim against us arising out of such removal of content. See "User Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

You may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized Users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your use without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

6. Third Party Sites and Information

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

7. Intellectual Property Information

You retain your rights to any content you submit, post, or display on or through the site.

For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by Users on our site. This includes, but is in no way limited to, message boards, chat, and other original content.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Everything High-Level and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, distribute, crawl, scrape or spider, reverse engineer, or attempt to obtain the source code or distribute any documents, information or any pages from this site in any form or

by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil.

Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this site will not infringe the rights of third parties. See "User Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

Everything High-Level is the trademark and service mark of Everything High-Level, LLC. All custom graphics, icons, logos, and service names are trademarks, trademarks, or service marks of Everything High-Level or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Everything High-Level or its Affiliates. The site is protected by copyright, trademark, and other laws. These Terms do not grant you any right, title or interest in the site, other Users' content, or any of our trademarks, logos, or other brand features.

So long as you comply with these Terms, we give you a limited, personal, non-exclusive, non-transferrable, non-assignable, revocable license to access and use our site and Services. We may stop providing the Services or any of its features within our sole discretion. We also retain the right to create limits on use and storage and may remove or limit content distribution on the Services.

8. User's Materials/Content

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us, whether by electronic mail, posting, listing, or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to Your Content and that you are not infringing or violating any third party's rights by posting it. You agree not to assert any moral rights or rights of publicity against us for using Your Content.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. If you or any User of this site believes its copyright, trademark or other property rights have been infringed by a posting, Seller store, or product listing on this site, you should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed'
- (b) Identification of the infringing material;
- (c) Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- (d) Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of Users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

Designated Agent for Everything High-Level

jamesmurray@ehl.life

www.ehl.life

You acknowledge and agree that upon receipt of a notice of a claim of copyright or other intellectual property rights infringement, we may, in our sole discretion, choose to immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act, or other governmental or administrative body.

9. Disclaimer of Warranties

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTIES OF NON-INFRINGEMENT, OR TITLE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (a) THE SERVICES AND MATERIALS OFFERED BY EVERYTHING HIGH-LEVEL WILL MEET YOUR REQUIREMENTS, (b) THE SERVICES AND MATERIALS OFFERED BY EVERYTHING HIGH-LEVEL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE, RELIABLE, OR MEET YOUR EXPECTATIONS (d) OUR SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS OR (e) THE QUALITY OF ANY SERVICES, OR INFORMATION PROVIDED BY EVERYTHING HIGH-LEVEL OR OBTAINED BY YOU FROM EVERYTHING HIGH-LEVEL WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SERVICES, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SITE.

THE USE OF THE SERVICES, THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

EVERYTHING HIGH-LEVEL DOES NOT WARRANT PRODUCTS SOLD BY BUSINESSES OR CONTENT CREATORS ON OUR SITE.

THROUGH YOUR USE OF OUR SITE, YOU WILL HAVE OPPORTUNITIES TO ENGAGE IN COMMERCIAL TRANSACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT EVERYTHING HIGH-LEVEL DOES NOT MANUFACTURE, STORE, OR INSPECT ANY OF THE ITEMS SOLD THROUGH THOSE BUSINESSES AND CONTENT CREATORS ON OUR SITE. EVERYTHING HIGH-LEVEL PROVIDES THE SITE, HOWEVER THE ITEMS LISTED BY BUSINESSES AND CONTENT CREATORS IN AND ON OUR MARKETPLACE ARE PRODUCED, LISTED, AND SOLD DIRECTLY BY INDEPENDENT BUSINESSES, WHO ARE NOT EMPLOYEES, AGENTS, CONTRACTORS, OR PERSONNEL OF EVERYTHING HIGH-LEVEL. THEREFORE, EVERYTHING HIGH-LEVEL DOES NOT AND CANNOT MAKE ANY WARRANTIES ABOUT THE QUALITY, VALUE, CONDITION, SAFETY, AUTHENTICITY, QUANTITY, SIZES, PACKAGING, DELIVERY METHOD, DELIVERY TIME, SPECIFICATIONS, OR EVEN THE LEGALITY OF THE PRODUCTS OFFERED OR SOLD BY BUSINESSES AND CONTENT CREATORS ON OUR SITE. YOU ACKNOWLEDGE THAT ALL TRANSACTIONS RELATING TO ANY MERCHANDISE OR PRODUCT OFFERED BY ANY USER OF THIS SITE, INCLUDING BUT NOT LIMITED TO THE PURCHASE TERMS, PAYMENT TERMS, WARRANTIES, GUARANTEES, MAINTENANCE, AND DELIVERY TERMS RELATING TO SUCH TRANSACTIONS, ARE AGREED SOLELY BETWEEN THE CONSUMER AND USER.

EVERYTHING HIGH-LEVEL WILL HAVE NO INVOLVEMENT, NOR OBLIGATION TO BECOME INVOLVED IN, ASSIST WITH, OR PROVIDE RELIEF RELATED TO ANY SALES TRANSACTION MADE BETWEEN USER AND CONSUMERS. USERS OF THIS SITE AGREE THAT UNDER NO CONDITION WILL EVERYTHING HIGH-LEVEL SEEK TO OBTAIN OR PROVIDE RELIEF FOR, OR ON BEHALF OF ANY CONSUMER OR SELLER, NOR ASSUME LIABILITY FOR ANY RELATED TRANSACTION DISPUTES, CLAIMS OR ACTIONS.

WE MAKE NO WARRANTY, NOR ASSUME ANY LIABILITY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE BETWEEN USERS AND CONSUMERS, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A USER, CONSUMER, OR THIRD PARTY IS PROVIDED SOLELY BY THAT PARTY, AND NOT BY EVERYTHING HIGH-LEVEL.

EVERYTHING HIGH-LEVEL, FROM TIME TO TIME, MAY PERMIT OR DISPLAY PRODUCT LISTINGS, FEATURED PRODUCTS SLOT, AND BANNER ADS OF BUSINESSES ON THE SITE. THESE FEATURES AND LISTINGS DO NOT CONSTITUTE AN ENDORSEMENT OF THE PRODUCT OR SERVICE LISTED, NOR IS IT A WARRANTY WITH RESPECT TO THE GOOD OR SERVICE OFFERED BY THE SELLER.

UNDER NO CIRCUMSTANCES WILL EVERYTHING HIGH-LEVEL OR ITS AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGES CAUSED BY YOUR RELIANCE ON INFORMATION, MATERIALS, OR ADVICE FROM ANY PRODUCTS OR USER OBTAINED THROUGH THIS SITE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability

IN NO EVENT SHALL EVERYTHING HIGH-LEVEL, OUR EMPLOYEES OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA, GOODWILL, PROFITS, OR ANY OTHER INTANGIBLE LOSS WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE, YOUR INABILITY TO ACCESS OR USE OUR SITE, THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. IN NO EVENT SHALL EVERYTHING HIGH-LEVEL' AGGREGATE LIABILITY FOR ANY DAMAGES SOUGHT PURSUANT TO THIS AGREEMENT EXCEED THE GREATER OF ONE HUNDRED (\$100) US DOLLARS (USD) OR THE AMOUNT YOU PAID EVERYTHING HIGH-LEVEL IN THE PAST TWELVE MONTHS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

THE TERMS IN THIS SECTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS ARE SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

USER DISPUTES: LIMITATION OF LIABILITY

OUR SERVICES ALLOWS USERS TO INTERACT WITH EACHOTHER. EVERYTHING HIGH-LEVEL DOES NOT, NOR DO WE AGREE TO SCREEN USERS OF OUR SERVICES, PRODUCTS LISTED, STORE POLICIES, OR ANY MATERIAL POSTED ON THIS SITE BY ANY USER. YOU AGREE TO RELEASE EVERYTHING HIGH-LEVEL FROM ALL LIABILITY RELATING TO YOUR INTERACTIONS WITH OTHER USERS ON OUR SITE, TO THE BROADEST EXTENT PERMITTED BY APPLICABLE LAW.

IF THERE IS A DISPUTE BETWEEN USERS, OR BETWEEN A USER AND A THIRD PARTY WITH REGARD TO AN OFFERED SERVICE OR PRODUCT LISTING, THE MATTER SHALL BE RESOLVED BY SUCH USERS AT THEIR OWN COST. IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE EVERYTHING HIGH-LEVEL AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, SUBSIDIARIES AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

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

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11. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold Everything High-Level, its employees and directors harmless from all liabilities, claims, and expenses, including attorney's fees, which arise from your use or misuse of this site, breach of these Terms, or infringement of any party's rights. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

12. Participation in Promotions

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation, or responsibility for any part of any such correspondence or promotion.

13. E-mail Services

We may make e-mail services available to Users of our site, either directly or through a third-party provider.

We will not inspect or disclose the contents of private e-mail messages except with the consent of the sender or the recipient, or in the narrowly defined situations provided under the Electronic Communications Privacy Act, or as otherwise required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our Users from mass unsolicited mailings (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked. Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block e-mail messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

14. Use of Site and Storage of Material

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability

for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge that we reserve the right to log off accounts which have not paid a subscription fee that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

We may provide storage space and access for material through our site. For purposes of these Terms of Use, "material" refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in "Your Conduct on the Site" above. We will not routinely monitor the contents of your online portfolio. You are solely responsible for any information contained in your online portfolios. However, if complaints are received regarding language, content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our servers and terminate your Web hosting service. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts of our Users operate on shared resources. Excessive use or abuse of these shared network resources by one User may have a negative impact on all other Users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the site, you should not rely on the site as your only storage facility. You should preserve backup copies of any digital data, information, or other materials that you have uploaded. You agree not to hold us for any damage to, any deletion of or any failure to store your files, data, or Registration Data.

15. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account, for any and all statements made, and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

16. Export Controls

Software available on or through this site is subject to United States Export Controls. No software from this site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b)

anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

17. International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

18. Interaction with Users on our Site

Before acquiring the service of any Business or Content Creator listed on this site, or purchasing or offering for sale any products on or through this site, you agree to review all Terms, posted policies, and store rules as provided on the Users webpage or account, and point of purchase. All issues, disputes, or claims between Consumers and Businesses are to be resolved exclusively between those parties. Everything High-Level will not, nor shall have the obligation to intervene, or seek to resolve a dispute related to a transaction on our websites or mobile apps. Under no condition will Everything High-Level receive or permit an exchange of goods or services for any party or User of this Service. ALL USERS OF OUR SITE AND SERVICE AGREE TO RELEASE EVERYTHING HIGH-LEVEL FROM ANY CLAIMS, DEMANDS, AND DAMAGES ARISING OUT OF DISPUTES WITH OTHER USERS OF OUR SERVICE. ALL USERS OF OUR SITE AND SERVICE FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS EVERYTHING HIGH-LEVEL FROM ANY AND ALL DISPUTES WITH OTHER USERS OF PARTIES OF OUR SERVICE, OR ISSUES.

PLEASE BE CAREFUL AND EXERCISE CAUTION AND GOOD JUDGMENT IN ALL INTERACTIONS WITH OTHER USERS.

19. Termination of Use

Users may terminate Services at any time by deleting the User account.

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site, your account, and all accounts associated with, or believed to be associated with you, with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account

and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection therewith, including but not limited to, impact to your income or your ability to generate revenue through the Services. Sections 1, 3, 5-11, 14, and 19-21 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination. In the event we terminate your access to our site, Services, or your account, you do not have a contractual or legal right to continue to use our Services, and hereby waive all legal claims for such termination and resulting damage or cause of action.

20. Legal Disputes

Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the State of Florida, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing this site all Users agree that the statutes and laws of the State of Florida, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site.

Binding Arbitration

Everything High-Level reserves the right to, in its sole discretion, seek recourse against any User of this site either in a court of law, or by binding Arbitration. In the event that Everything High-Level commences an action, dispute or claim before a court of law, parties agree and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Leon's County and the United States District Court for Florida with respect to such matters.

Users agree that any and all disputes or claims that User may seek against Everything High-Level, relating in any way to or arising out of these Terms, your use of or access to the Service, any goods sold, offered, or purchased through the Service, any payments processed for goods sold, offered or purchased through the Service, or any other matter, SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, rather than through other legal proceedings in court. You agree that the Federal Arbitration Act governs the interpretation and enforcement of this Article. All arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable). The AAA's rules are available at <http://www.adr.org>. A form for initiating arbitration proceedings is available on the AAA's site at <http://www.adr.org>. In addition to filing this form with the AAA in accordance with its rules and procedures, you must also send a copy of the completed form to Everything High-Level at the address provided in Section 21 of this Agreement, in order to initiate arbitration proceedings.

If arbitration is commenced, the assigned independent arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve disputes arising out of or relating these Terms or Services. The arbitrator will decide the substance of all claims brought before it in accordance with the laws of the State of Florida, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings

in prior arbitrations involving different Users but is bound by rulings in prior arbitrations involving the same Everything High-Level User to the extent required by applicable law or regulation. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

With the exception of any of the provisions in these Terms, or if an arbitrator or court decides that any part of this policy is invalid or unenforceable, the other parts of this Policy shall still apply. If an arbitrator or court decides that any of the provisions in this Policy ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this section shall be null and void.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

Prohibition of Non-Individualized Relief

You agree that you may bring claims against Everything High-Level only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Everything High-Level agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded cannot affect other Users.

21. Notices

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Notices to us must be sent to the attention of Customer Service at jamesmurray@ehl.life, if by email, or at Everything High-Level, 3122 Mahan Dr., Ste 801-249, Tallahassee, Florida 32308 by conventional mail. Notices to you may be sent either to the e-mail address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you. Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by US mail, return receipt requested; (d) on the delivery date if transmitted by confirmed facsimile; or (e) on the delivery date if transmitted by confirmed e-mail.

22. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s) by User. Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

23. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us, or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy, or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

24. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by Everything High-Level, a Florida limited liability company, located at Everything High-Level, 3122 Mahan Dr, Ste 801-249, Tallahassee, Florida 32308.

EVERYTHING HIGH-LEVEL SELLER POLICY

This policy is a part of our Terms of Use.

By opening and maintaining an Everything High-Level account for the purpose of marketing your business, selling, offering for sale, or listing products or services on our site, you are agreeing to this Policy and our Terms of Use, and consistent with our Terms of Use, are deemed a “Seller” on our Site. All Businesses are expected to adhere to the following policies when marketing their business, or listing products or services on Everything High-Level:

1. **What can you use our Site for?**

Everything High-Level is a shared digital marketplace directory for Black owned businesses, Black content creators, and consumers for the betterment of humanity. You warrant that by listing your Business, products or services on our site, that you have the right to use, sell, or otherwise exploit the business, product, or service, and that you are the exclusive owner of such business, service or product.

Everything High-Level reserves the right, in our sole discretion, AT ANY TIME AND FOR ANY REASON, without recourse by you, to suspend or terminate your account, or remove a listing, that is, or that we believe is, in violation of this section, or Policy. In such an event fees are non-refundable, and you will be obligated to pay any outstanding fees owed to Everything High-Level.

You further agree to Indemnify Everything High-Level, as provided for in our Term of Use Indemnification clause, to hold us harmless from any asserted or threatened claims by any parties, including other Users of our Services/site as a result of your business activities on our Site, product listings, service listings, or breach of any provision of this policy.

2. **Store Management Guidelines**

Businesses of Everything High-Level will be permitted to create a webpage on our Site, which must be managed and maintained with care, honesty, and professionally. This policy requires that Businesses act fairly and honestly on Everything High-Level to ensure a safe and reliable buying and selling experience. All Businesses must adhere to the following management guidelines:

- A. **Provide true and accurate information** to Everything High-Level, our customers, and Consumers at all times, and update all information regarding products, services, and your webpage as they change. As a Seller on this site, we expect that you never provide misleading or inappropriate information about your business, services, or products, its features, your store, its purpose, or any other information on this Site.
- B. **Post and Honor all your shop policies.** As an Everything High-Level Seller, you are an independent Seller, who must run and manage your shop, and set expectations of Consumers. You agree to never convey, imply, or allude to being an agent, personnel, or employee of Everything High-Level. It is important that you are very clear about your

store's policy and post them all in a conspicuous location on your store's page. Individual policies will vary from store to store, however your policy must address, at a minimum, the following topics:

- i. **Order Cancellation Policy.** Your store policy must identify how and if Consumers may cancel their order, and the procedure for requesting a cancellation.
 - ii. **Payment methods.** Businesses are required to utilize third party payment processors designated by Everything High-Level to accept payment from Consumers. Everything High-Level only permits the use of the following payment processors to accept payment on our Site: **PayPal, or CashApp.**
 - iii. **Refund Policy.** All Everything High-Level stores must clearly and prominently state on its store's page its refund policy. At a minimum, your return policy must include 1) if refunds are permitted; 2) specify conditions required for a refund; and 3) if a refund is granted, the method of payment the refund will be issued (ex. Cash, check, money order, payment processor refund).
 - iv. **Product Warranty.** Your store's policy must clearly and prominently state whether or not a service or product warranty is offered for products purchased from your webpage, and any applicable warranty details.
 - v. **Privacy Policy.** Each webpage should contain a privacy policy which advises how and why you will share Consumers' information.
 - vi. **Seller Contact Information.** As provided in the Terms of Use, Everything High-Level will not serve as an intermediary between you and Consumers, for any reason. It is therefore important that Consumers have a direct means of contacting you regarding their purchase. Each Seller must provide on their store's page, and the point of purchase, their valid Phone number, email address, and physical address.
 - vii. **Dispute Resolution Procedure.** Each Seller must Identify how clients should address product concerns or issues with your business.
- C. **Listing Standards.** Everything High-Level strives to make all Users' experience on our site as positive and trouble-free as possible. In order to assure this, Everything High-Level requires that each Seller follow these minimum standards when listing items on our site. 1) Remain professional with all customers and Everything High-Level representatives; and 2) Regularly and Promptly respond to Messages from your Consumers.
- D. **Engage in Fair Business Practices.** Everything High-Level requires that each Seller engage in Fair Business practices, thereby each Seller must refrain from the following activities in managing its store and using our Service:
- i. Attempting to increase the price of a product after an order is confirmed
 - ii. Attempting to damage another Seller, their listings, or ratings
 - iii. Reviewing your own products or a competitors' products
- E. **Engage in professional business practices.** Everything High-Level requires that each Seller engage in professional business practice, thereby each Seller must refrain from the following activities in managing its store and using our Service:
- i. Damaging, violent, or abusive behavior;

- ii. Intentionally or Negligently interfering with Businesses, their listings or ratings;
- iii. Influencing customers' ratings, feedback, and reviews;
- iv. Sending unsolicited or inappropriate communications; and
- v. Engaging in conduct that violates price fixing laws.

3. **Not an agent of Everything High-Level.** Nothing in this Agreement shall be construed to imply a joint venture, partnership, employment, or principal/agent relationship between Seller and Everything High-Level, and neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligations, express or implied, on behalf of the other party. Seller shall NEVER hold self or store out to be an agent of Everything High-Level, and Everything High-Level assumes no liability for actions taken by Businesses while using our Service or engaging in any related activity on our site.

4. **Products Slots and Banner Ads.** Everything High-Level may offer Businesses, product slots and Banner ads which highlight their products or services. Everything High-Level does not and cannot guarantee the end results of using either offering, and makes no guarantee as to sales outcomes as a result of such offerings.

5. **Reviews.** The Consumer Review Fairness Act (CRFA) protects people's ability to share their honest opinions about a business's products, services, or conduct, in any forum, including social media. This act makes it improper and illegal, for any company or person to include standardized provisions that threaten or penalize people for posting honest reviews. Consistent with the CRFA, Everything High-Level permits Consumers to post reviews on the Businesses' store, and our site, and in no way seeks to bar or restrict the ability of a Consumer to review your company's products, services, or conduct, nor shall you or your store seek to do the same. Seller agrees that Everything High-Level shall have no liability for the reviews that are posted by Users of the site, nor any obligation to remove, edit, or address any User's review left about your store. In rare instances, Everything High-Level, may in its sole discretion seek to, or choose to remove any reviews and resulting responses which contains any of the following:

- A. Private information of any person
- B. Obscene, racist, or harassing language or imagery
- C. Discriminatory averments
- D. Advertisements
- E. Spam
- F. Threats of violence or illicit acts; and
- G. any statement or actions otherwise prohibited in this policy or Terms of Use.

7. **Intellectual property Rights.** Everything High-Level reserves the right, in its sole discretion, to remove any webpage, or business listing that is believed or asserted to infringe on the intellectual property rights of a third party of User of this site, without recourse against Everything High-Level. See Section 8 of our Terms of Use for further information.

8. **Tax Obligations.** You hereby agree to comply with any and all applicable tax laws and regulations in connection with your use of the Service, including reporting and payment of any taxes arising from a payment transaction or income received through sales made through the Service. Everything High-Level may request certain information from you to comply with IRS

reporting requirements, including but not limited to, completing W-9 taxpayer identification forms and submitting 1099-K sales reports when required to facilitate Everything High-Level' Tax obligations.

9. **Violation of this Policy.** Seller offenses, prohibited content, and violation of this Policy may result in suspension of your Everything High-Level account. Violating this policy may result in actions against your account, such as cancellation of listings, suspension or forfeiture of payments, termination, and removal of selling privileges.

This policy is a part of our Terms of Use.

By opening and maintaining an Everything High-Level store for the purpose of browsing businesses, or purchasing services or products of businesses listed on our site, you are agreeing to this Policy and our Terms of Use, and consistent with our Terms of Use, are deemed a “Consumer” on our Site. All Consumers are expected to read, become familiar with, and adhere to the following policies and information while using our site.

1. What can you Buy on our Site?

Everything High-Level is a shared digital marketplace directory for Black owned businesses, Black content creators, and consumers for the betterment of humanity. Businesses are prohibited from marketing a business, selling, or offering for sale any service or product which is not theirs.

2. What role does Everything High-Level serve in your transaction?

Everything High-Level is simply an online digital marketplace for Businesses. It is imperative to understand that Everything High-Level is only the venue for Consumers to browse business, their products and services. These Businesses are independent Businesses, and Everything High-Level is not a part of any sales transaction with a Seller. By using our Services, you agree that 1) you are not buying directly from Everything High-Level; 2) Businesses on Everything High-Level are not agents, employees, representatives, or any other associate of Everything High-Level; 3) Everything High-Level does not screen Businesses or items sold by any Seller or store, nor do we have an obligation to do so; 4) Everything High-Level shall have no obligation to intervene, mediate, or resolve any issues between you and any Seller or User of this site; and 6) Everything High-Level does not endorse any Seller or store, and banner ads or product highlights shall not be construed as an endorsement of any Seller. [Refer to Section 9 of the Terms of Use for further provisions.](#)

3. Purchasing Items or services from Sellers

Problems with your purchase. Everything High-Level is NOT responsible for processing refunds, chargebacks or payment reversals or providing customer service in relation to matters between you and Sellers. Payment to a Seller constitutes a payment ONLY to that Seller, and not Everything High-Level. All problems with your purchases, requests for refunds, exchange, or cancellation must be addressed directly with the Seller. Everything High-Level will not assist with the resolution of any issues between Consumers and Businesses. We have sought policies that are designed to help minimize issues, however, in the unfortunate event that a dispute arises, you must address them directly with the Seller. It is therefore extremely important that prior to any purchase, you carefully read the Seller’s store policies, and item details. If you have questions, concerns, or disputes, email the Seller directly at the email or contact number listed on their site. If the Seller does not have any contact information, you should avoid purchasing from that Seller.

Payment. Each Seller on Everything High-Level has agreed that it must only accept PayPal, or CashApp. Do not purchase any product from any Seller offering a different purchase option, as it could be a scam or fraudulent, but most importantly is a violation of our Terms and Policies.

10. **Tax Obligations.** You hereby agree to comply with any and all applicable tax laws and regulations in connection with your use of the Service, including reporting and payment of any taxes arising from a payment transaction or income received through sales made through the Service. Everything High-Level may request certain information from you to comply with IRS reporting requirements, including but not limited to, completing W-9 taxpayer identification forms and submitting 1099-K sales reports when required to facilitate Everything High-Level' Tax obligations.

4. LIMITATION OF LIABILITY

ANY LEGAL CLAIM OR RECOURSE RELATED TO A BUSINESS SALES TRANSACTION, PRODUCT OR SERVICE, OR DISPUTE REGARDING AN ITEM OR SERVICE YOU ACQUIRE FROM A SELLER MUST BE SOUGHT AGAINST THE SELLER OF THE ITEM OR SERVICE. YOU HEREBY RELEASE EVERYTHING HIGH-LEVEL FROM ANY AND ALL CLAIMS RELATED TO SERVICED PROVIDED BY OR ITEMS SOLD BY BUSINESSES THROUGH OUR SITE, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY, DEFECTIVE ITEMS, MISREPRESENTATIONS, AND PRODUCT LIABILITY CLAIMS. Review Sections 9 and 10 of the Terms of Use for additional Terms.

5. Conduct on Site

Everything High-Level seeks to be a community which is pleasant, professional, and inviting. In order to accomplish this, we require each User of our site to engage in a courteous, professional, non-harassing, non-abusive, civil manner at all times, with all Users and agents of Everything High-Level. Failure to do so may result in Everything High-Level terminating your use of our Service, at any time, at our sole discretion. Review Section 5 of the Terms of Use for further conduct obligations.

6. Reviews

The Consumer Review Fairness Act (CRFA) protects people's ability to share their honest opinions about a business's products, services, or conduct, in any forum, including social media. This act makes it improper and illegal, any company or person to include standardized provisions that threaten or penalize people for posting honest reviews. Consistent with the CRFA, Everything High-Level permits Consumers to post reviews on the Businesses' store, and in no way seeks to bar or restrict the ability of a Consumer to review your company's products, services, or conduct, nor shall you or your store seek to do the same. Consumer agrees that Everything High-Level shall have no liability for the reviews it posts, and Consumer will Indemnify and hold harmless Everything High-Level from any dispute which arises from a comment or review provided. Everything High-Level, may however, in its sole discretion, remove any comments or review which contains any of the following, and Consumer agrees not to post any review which contains the following:

- A. Private information of any person;

- B. Obscene, racist, or harassing language or imagery;
- C. Discriminatory averments;
- D. Advertisements;
- E. Spam;
- F. Threats of violence or illicit acts; or
- G. any statement or actions otherwise prohibited in this policy or Terms of Use.

7. **Termination**

Everything High-Level reserves the right, in our sole discretion, AT ANY TIME AND FOR ANY REASON, without recourse by you, to suspend or terminate your account. In such an event, all fees paid to Everything High-Level shall be non-refundable. You further agree to Indemnify Everything High-Level, as provided for in our Term of Use Indemnification clause, to hold us harmless from any asserted or threatened claims by any parties, including other Users of our Services/site as a result of your breach of any provision of this policy.