

TERMS OF SERVICE

1. Your Acceptance

Welcome to the Terms of Use for the Pacospain owned websites and any services provided by Pacospain (collectively referred to as the “Platform”). This is an agreement (“Agreement”) between Pacospain, the owner and operator of the Platform and you (“you”, “your” or “user(s)”), a user of the Platform.

Throughout this Agreement, the words “us,” “we,” and “our,” refer to our company, Pacospain, as is appropriate in the context of the use of the words.

By clicking “I agree” or accessing the Platform you agree to be bound by this Agreement and the Privacy Policy. We may amend this Agreement at any time and may notify you if we do so. PLEASE BE AWARE THAT THERE ARE ARBITRATION AND CLASS ACTION PROVISIONS THAT MAY AFFECT YOUR RIGHTS.

2. User Accounts and Sign-up

Portions of the Platform may require you to create a login or sign-up for an account. You must fully complete the registration process by providing us with your current, complete, truthful, and accurate information as prompted by the applicable registration form. Where required, Pacospain may also assign you a username and password. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to notify Pacospain immediately of any unauthorized use of your account or any other breach of security. Pacospain will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Pacospain or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. Companies may register via the Platform but may only have one user account. If you are registering on behalf of your company, you represent and warrant that you are authorized by your company to create an account on your company's behalf. Pacospain has the sole discretion in granting or denying any accounts.

3. Privacy

Please read Pacospain's Privacy Policy for more information regarding the collection and use of your information.

4. Access to the Platform

After properly registering for the Platform, we grant you a personal, non-exclusive, fully revocable, non-assignable, non-transferable, limited right to use and access our Platform as permitted by us. As a user, you do not receive any ownership interest in the Platform; you merely

receive the right to use and access the Platform as provided by us. All rights not explicitly granted are reserved for Pacospain. You agree to abide by the following restrictions listed below:

- You may not decompile, reverse engineer, disassemble, modify, rent, sell, lease, loan, distribute, or create derivative works or improvements to the Platform or any portion of the Platform.
- You may not share your license with any other parties unless permitted by us in writing.
- You may not violate any laws, rules or procedures of the United States.
- You may not violate any of our additional policies.
- You may not use our Platform except through specific channels provided by us.
- You may not use the Platform on a computer that is used to operate nuclear facilities, life support, or other mission critical applications where life or property may be at stake.
- You may not sell, lease, loan, distribute, transfer, or sublicense the Platform unless provided by us.

Please be aware that this is not an all-encompassing list of restrictions, if you breach any of these restrictions, we may revoke your access to use our Platform, at our discretion. Additionally, we may revoke or restrict your access to our Platform if we believe that your actions may harm or have harmed Pacospain or the Platform itself. Failure by us to revoke your access does not act as a waiver of your conduct.

5. User Content

Your ability to submit or transmit any information through the Platform, including but not limited to text, audio messages, videos, photos, images or any other information will be referred to as “User Content” throughout this Agreement. All User Content you submit to the Platform will be owned by you. Please be aware that we are not required to host, display, migrate, or distribute any of your User Content and we may refuse to accept or transmit any User Content. You agree that you are solely responsible for any User Content submitted and you release us from any liability associated with any User Content submitted. You understand that we cannot guarantee the absolute safety and security of any such User Content. Any User Content found to be in violation of this Agreement or that we determine to be harmful to the Platform may be modified, edited, or removed at our discretion. Pacospain does not endorse and may not verify, monitor, or restrict any of its users or any User Content submitted. You agree that any User Content or any other information may be inaccurate, unsubstantiated or possibly even incorrect.

When submitting any User Content to our Platform you represent and warrant that you own all rights to the User Content and you have paid for or otherwise have permission to use any User Content submitted.

When you submit any User Content to us, you grant the Pacospain, its partners, affiliates, users, representatives and assigns a non-exclusive, fully-paid, royalty-free, irrevocable, world-wide, universal, transferable, assignable license to display, publicly perform, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works and otherwise use and reuse all or part of your User Content. It is important for you to grant us this license so that we may transmit your User Content to other users through our Platform. Additionally, although you own

all User Content submitted by you, we own all layouts, arrangement, metadata and images that are used to render your User Content through our Platform.

6. Platform Availability and Modification

Although we will attempt to provide continuous Platform availability to you, we do not guarantee that the Platform will always be available, work, or be accessible at any particular time. We make no uptime guarantees. We reserve the right to alter, modify, update, or remove our Platform at any time. We may conduct such modifications to our Platform for security reasons, intellectual property, legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications. For example, we may provide updates to fix security flaws, or to respond to legal demands. Please note that this is a non-binding illustration of how we might exercise our rights under this section, and nothing in this section obligates us to take measures to update the Platform for security, legal, or other reasons.

7. Your Conduct While Using The Platform

When accessing or using our Platform, you are solely responsible for your use and for any use of the Pacospain Platform made using your account. You agree to abide by the following rules of conduct:

- You will not copy, distribute or disclose any part of the Platform in any medium, including without limitation by any automated or non-automated “scraping”;
- You will not attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Platform;
- You will not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Platform or to extract or export data collected through the Platform;
- You will not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- You agree not to use the Platform to stalk, harass, bully or harm another individual;
- You agree that you will not hold Pacospain responsible for your use of the Platform;
- You may not post any User Content that is violent, distasteful, contains sexual nudity or sex acts, or is otherwise not up to community standards;
- You agree not to violate any requirements, procedures, policies or regulations of networks connected to Pacospain;
- You agree not to interfere with or disrupt the Platform;
- You agree to not violate any US federal or state laws and European laws while using the Platform; and
- You agree not to use the Platform in any way that is: misleading, unlawful, defamatory, obscene, invasive, threatening, or harassing.

If you are discovered to be undertaking any of the aforementioned actions or if we believe that any of your actions may harm Pacospain’s Platform or business interests your privileges to use our Platform may at our sole discretion be terminated, revoked, or suspended. Generally, we will provide an explanation for any suspension or termination of your use of any of our Platform, but

Pacospain reserves the right to suspend or terminate any account at any time without notice or explanation.

8. Payment Restrictions

You acknowledge and agree that, unless otherwise indicated, some services can not be purchased by Credit Card (Stripe/Square), Services such as Traffic and social media services, for these services you can fund your account or use one of our other [payment options](#).

9. Payments

You acknowledge and agree that, unless otherwise indicated, any purchase is directly between you and Pacospain.

10. Refunds

Pacospain does not provide refunds.

11. User Disputes

In the event of a dispute between Pacospain and user, Pacospain and user agree to attempt to settle the dispute amicably and in good faith by contacting each other and attempting to resolve such a dispute. If such dispute cannot be settled, Pacospain at its discretion, may settle the dispute. In the event that Pacospain settles the dispute resolution, user agree to accept such resolution as resolved, binding, and final. This section does not obligate Pacospain to settle disputes between any users and all users agree that Pacospain is not a party to any such disputes.

12. Termination

You may cancel your account at any time, contacting us at hello@pacospain.com. Please be aware that upon termination of your account, access to portions of our Platform may be become immediately disabled and any Orders not concluded may be terminated. Upon termination you will not be entitled to any refunds or proration of any fees paid except as stated in this Agreement. We may terminate your membership if we determine that: (1) you have violated any applicable laws while using our Platform; (2) if you have violated this Agreement or any other of our Platform policies; (3) if your account has remained inactive for an extended period of time; or (4) if we believe that any of your actions may harm Pacospain, at our sole decision or discretion. In the event of termination, we will strive to provide you with a timely explanation; however, we are not required to do so.

13. Taxes

Depending on the laws of your jurisdiction you may be taxed for any payments or purchases. Therefore, at the time of payment we may collect all applicable taxes related to your use of the Platform. In the event that we do not collect the applicable taxes, you agree that you are still responsible for any applicable taxes. Although no taxes may be collected by us you agree that

you will pay any applicable taxes or fees to the tax agencies having jurisdiction over you. In the event we do not collect the relevant taxes owed by you, you agree that we are not responsible for collecting, transmitting, or advising on taxes, duties, or other levies by the government regarding your payments.

14. Idea Submission

Pacospain or any of its employees do not accept or consider unsolicited ideas, including but not limited to ideas relating to processes, technologies, product enhancements, or product names. Please do not submit any unsolicited ideas, content, artwork, suggestions, or other works ("Submissions") in any form to Pacospain. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Pacospain's products might seem similar to ideas you submitted to Pacospain. If, despite our request that you not send us your ideas, you agree to the following: (1) your Submissions and their contents will automatically become the property of Pacospain, without any compensation to you; (2) Pacospain may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for Pacospain to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

15. Intellectual Property

The name "Pacospain," the design of the Pacospain Platform along with Pacospain created text, writings, images, templates, scripts, graphics, interactive features and the trademarks, marks and logos contained therein ("Marks"), are owned by or licensed to Pacospain. The Marks are subject to copyright and other intellectual property rights under US laws, European laws and international conventions. Pacospain reserves all rights not expressly granted in and to the Platform. You agree to not engage in the use, copying, or distribution of the Marks or anything else contained within the Platform unless we have given you express written permission.

16. Representations and Warranties

THE PLATFORM AND ALL SELLER SERVICES SOLD IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER PACOSPAIN, NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS, ASSIGNS OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE PLATFORM; (B) ANY INFORMATION PROVIDED VIA THE PLATFORM; (C) ANY SELLER SERVICES AVAILABLE OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO PACOSPAIN OR VIA THE PLATFORM. IN ADDITION, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

PACOSPAIN DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL BE

ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM OR THE SERVER THAT MAKES THE PLATFORM AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS. PACOSPAIN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE PLATFORM ARE ACCURATE, COMPLETE, OR USEFUL. PACOSPAIN DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND PACOSPAIN SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES.

17. Limitation of Liability

IN NO EVENT SHALL PACOSPAIN, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (I) YOUR USE OR INABILITY TO USE THE PLATFORM OR ANY ERRORS, MISTAKES, OR INACCURACIES FOUND WITHIN THE PLATFORM, (II) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR PLATFORM OR FROM ANY SELLER SERVICES OR ORDERS, (III) ANY INTERRUPTION, MISINFORMATION, INCOMPLETE INFORMATION, OR CESSATION OF TRANSMISSION TO OR FROM OUR PLATFORM TO YOU, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR PLATFORM VIA A THIRD PARTY, (V) ANY FAILURES OR DISRUPTIONS WHETHER INTENTIONAL OR UNINTENTIONAL, (VI) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS OR (VII) ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR WHILE USING THE PLATFORM. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN JURISDICTIONS THAT ALLOW A LIMITATION ON LIABILITY, YOU AGREE THAT OUR LIABILITY TO YOU IS NO MORE THAN THE AMOUNT YOU PAID IN THE PAST SIX MONTHS FOR SERVICES OR ONE-HUNDRED US DOLLARS, WHICHEVER IS GREATER.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY BETWEEN JURISDICTIONS. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by Pacospain's negligence or that of any of its officers, employees or agents; (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future. The foregoing limitations on liability and any other limitations of liability set forth herein are not applicable to residents of New Jersey. With respect to residents of New Jersey, Pacospain shall not be liable for any damages arising out of your access to or use of the Platform,

unless such damages are the result of our negligent or reckless acts or omissions; provided, however, that we shall not be liable for consequential, indirect or punitive damages.

18. Indemnity

You agree to defend, indemnify and hold harmless Pacospain, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to the Pacospain Platform;
- your violation of any term of this Agreement; and
- any claim that your use of the Platform harmed another user or third party.

This defense and indemnification obligation will survive this Agreement and your use of the Pacospain Platform. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

19. Age Compliance

Pacospain and its Platform may only be used by persons 18 years and older. If you are under 18 please stop using our Platform and please do not submit any information to us.

20. Intellectual Property and Copyrights

If you believe that any User Content or other content found on the Pacospain Platform has infringed on your copyrights or other intellectual property rights, please consult the Pacospain Copyright and Intellectual Property Policy ("Policy"). The Policy contains information regarding the notification procedures required by us to remove any infringing material or content from our Platform. You must agree to abide by the Policy before using or accessing the Platform.

21. Choice of Law

This Agreement shall be governed by the laws in force in the state of North Carolina. The offer and acceptance of this contract is deemed to have occurred in North Carolina.

22. Arbitration

You agree that any dispute relating in any way to your use of the Platform shall be submitted to confidential arbitration in Henderson County, NC. Arbitration under this Agreement shall be conducted pursuant to the applicable rules ("Rules") then prevailing at the American Arbitration Association. Arbitration shall be conducted by one (1) arbitrator as selected pursuant to the Rules; the arbitrator's award shall be final and binding and may be entered as a judgment in any

court of competent jurisdiction. Each party shall be responsible for their own arbitration fees and costs. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred (the foregoing time limitation is not applicable to residents of New Jersey). In the event that the law does not permit the abovementioned dispute to be resolved through arbitration, you agree that any actions shall be brought solely in a court of competent jurisdiction located within or otherwise nearest to Henderson County, NC.

23. Class Action

You and Pacospain agree that any proceedings to resolve or litigate any dispute whether through a court of law or arbitration shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, or private attorney general action. The foregoing class action waiver does not apply to residents of New Jersey.

24. Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

25. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement or any other agreement you may have with Pacospain are deemed to conflict with each other's operation, you agree that Pacospain shall have the sole right to elect which provision remains in force.

26. Non-Waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

27. Survival

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

28. Assignment

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

29. Additional Agreements

This Agreement along with the Privacy Policy, the Responsible Listing Guidelines, and any other supporting agreements provided by Pacospain constitutes the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter.

30. Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Platform.

31. Electronic Communications

The communications between you and Pacospain use electronic means, whether you visit the Platform or send Pacospain e-mails, or whether Pacospain posts notices on the Platform or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Pacospain in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Pacospain provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

32. Affiliate Terms

The following sections 48-54 apply specifically to the Pacospain Affiliate Program. As an incentive to share the Platform with friends, Pacospain has implemented an Affiliate program; users taking part in the Affiliate program shall be referred to as “Affiliates”. In order to join the Pacospain Affiliate program, a user may be required to provide additional information. We reserve the right to reject any users who wish to join the Affiliate program. Furthermore, Pacospain reserves the right to terminate any Affiliates at any time, at our discretion.

Payments

Once accepted into the Affiliate program, Affiliates shall be provided with a unique link or identifier to track referrals (“Tracker”). Affiliates are solely responsible for ensuring that the Tracker functions properly. Referrals shall be counted by the Tracker and successful referrals (“Qualified Referral”) shall be determined in the sole discretion of Pacospain. Pacospain agrees to pay Affiliate a referral fee for each Qualified Referral as outlined on the Platform. Affiliates shall be notified by Pacospain for each Qualified Referral received. In the event of a dispute relating to any Qualified Referrals, Pacospain shall have the sole discretion in deciding the outcome of such a dispute. During the duration of the dispute, Pacospain shall not be required to pay the Affiliate any referral fees. Payment shall be issued on an as requested basis but no greater than monthly periods. Affiliate shall be paid in USD and in a manner as agreed upon by the parties. Pacospain shall not be responsible to pay Affiliate any referral fees, where such referral fees have been earned on the accounts of any users who have failed to sign up or follow the necessary procedures.

Additional Guidelines for Affiliates

Affiliate agrees that it may not bind Pacospain and shall not misrepresent its relationship with Pacospain. Furthermore, Affiliates may not:

- Send spam messages or violate any US laws.
- Attempt to inflate their commissions by circumventing or otherwise compromising our systems.
- Create or post any ads that contain the Pacospain Marks, without first receiving written permission from Pacospain.
- Collect, scrape, or store data about other users or Affiliates.
- Commit fraud or preform any illegal activities through your use of the Affiliate program.
- Post ads that are misleading, harmful, not up to community standards, offensive, illegal, hateful, pornographic, or otherwise distasteful.
- Post ads using malware, viruses, pop-unders, pop-overs, or other spammy technology.

We may suspend or terminate your Affiliate account immediately, if you violate any of these guidelines or at our discretion.

33. Term and Termination for Affiliates

Upon successful registration as an Affiliate, the user shall be deemed an Affiliate for the purposes of this Agreement. The Affiliate term shall continue indefinitely until terminated by either party subject to this Agreement’s termination provisions. Pacospain may terminate this Agreement at any time and for any reason by giving written notice via email or the Platform to the Affiliate. Affiliate may terminate this Agreement by providing written notice to Pacospain via the Platform or via email. Please be aware that upon termination by Affiliate, any outstanding payments owed to Affiliate shall be forfeited.

34. Taxes

Affiliate agrees to pay and withhold all taxes as required by their local laws and jurisdictions. In some instances Pacospain may withhold taxes for Affiliate. However, Affiliate agrees that Pacospain is not required to, cannot, and will not provide Affiliate with any tax or legal advice.

35. Fraud

Pacospain actively monitors traffic for deceptive or fraudulent activity. If deception or fraud is detected as determined in Pacospain's sole discretion, Affiliate's account will be made inactive pending further investigation. After determining that Affiliate has participated in fraudulent or deceptive activity, Pacospain may terminate Affiliate's account and Affiliate shall not be entitled to any compensation that is owed but unpaid.

36. Additional Limitations of Liability and Disclaimers for Affiliates

Unless otherwise provided in this Agreement, in no event shall Pacospain be liable to the Affiliate for any lost profits or any special, incidental, consequential, exemplary, punitive or other indirect damages of any nature, for any reason, whether based on breach of contract, tort (including negligence), or otherwise and whether or not either has been advised of the possibility of such damages. UNDER NO CIRCUMSTANCES SHALL PACOSPAIN BE LIABLE TO ANY AFFILIATE FOR AN AMOUNT GREATER THAN THE AMOUNTS PAID BY PACOSPAIN TO AFFILIATE DURING THE PRECEDING MONTH. DUE TO THE NATURE OF INTERNET AVAILABILITY AND ACCESSIBILITY, IONICWARE CANNOT GUARANTEE THAT THERE WILL BE NO DOWNTIME OR OTHER INTERRUPTIONS IN SERVICE REGARDING THE PLATFORM. WITHOUT LIMITING THE ABOVE, THE PLATFORM, PACOSPAIN CONTENT AND ANY OTHER MATERIALS PROVIDED TO AFFILIATE ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND PACOSPAIN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, PACOSPAIN DOES NOT REPRESENT OR WARRANT (A) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS ON THE PLATFORM, (B) THAT A PARTY'S SECURITY METHODS EMPLOYED WILL BE SUFFICIENT IN ALL CIRCUMSTANCES OR IN THE FACE OF ALL ATTACKS, OR (C) ANY INFORMATION WILL BE CORRECT, COMPLETE, OR ACCURATE. SOME JURISDICTIONS LIMIT THE ABILITY TO DISCLAIM ALL WARRANTIES, SO THIS CLAUSE OR SOME PORTIONS OF THIS CLAUSE MAY NOT APPLY TO YOU.

Pacospain makes no representations and warranties whatsoever, and disclaims any responsibility and liability, regarding the content or nature of any Pacospain content or its Platform. Pacospain has no liability to Affiliate for unapproved materials, including all copy, images, URL names, and search terms used by Affiliate.

37. Affiliate Warranties

Affiliate represents, warrants, and covenants as follows:

- Affiliate has the ability and the right to grant the permissions required to effectuate this Agreement;
- Affiliate has not entered into any previous agreements which would limit its ability to undertake or perform this Agreement;
- Affiliate will comply in good faith with Pacospain' directions and all other agreements provided; and
- Affiliate shall abide by all laws and regulations of the US and is capable of undertaking this Agreement without infringing on the rights of third parties.

38. Relationship of Parties

Affiliate agrees that Pacospain is acting as an independent contractor in performing any services contemplated under this Agreement and that the relationship between the Pacospain and Affiliate shall not constitute a partnership, joint venture or agency. Neither Pacospain nor any of Pacospain's employees or agents (i) is an employee, agent or legal representative of Affiliate, or (ii) shall have any authority to represent Affiliate or to enter into any contracts or assume any liabilities on behalf of Affiliate. Neither Affiliate nor Affiliate's employees or agents (i) is an employee, agent or legal representative of Pacospain, or (ii) shall have any authority to represent Pacospain or to enter into any contracts or assume any liabilities on behalf of Pacospain.

39. Tax Documents

In order for Pacospain comply with US tax laws, Affiliate may be required to submit W-9 forms or other tax documents. Affiliate agrees to comply with any requests to submit any tax documentation, as requested by Pacospain. Affiliate agrees that Pacospain cannot and will not provide Affiliate with any tax advice, any such questions should be directed to Seller's tax attorney or other tax professional.

Last Updated: Sep 11, 2023