

The AMP Community Inc. dba Bags

Terms of Service

Acceptance of the Terms of Service.

Please read the following Terms of Service agreement carefully as this Agreement constitutes a bind contract between you and The AMP Community Inc dba Bags, a Delaware corporation, and the companies and sites it operates, including “SecureBags”, “Bags - Cash, Community, Culture” and “Bags Bodega” (collectively, “Bags,” “Company,” “we,” or “us”). The following terms and conditions together with any documents they expressly incorporate by reference, such as our [Privacy Policy](#), (collectively, “Terms of Service”), govern your access to and use of securebags.com, app.securebags.com, Bags.ai, amp.community and our related websites, and to any mobile or desktop applications that we offer (each, an “App”), including any content, functionality, and services offered on or through our websites or Apps.

Please read the Terms of Service carefully before you start to use any of our Sites. If you do not want to agree to these Terms of Service or the [Privacy Policy](#), you must not access or use any of our Sites.

If you use the Sites on behalf of a company or other entity, then (i) all references to "you" (except in this sentence) shall include you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Service and to any related agreements, and that you agree to these Terms of Service on the entity's behalf.

The Sites are offered and available to users who are 18 years of age or older. By using any of our Sites, you represent and warrant that you are of legal age to form a binding contract with the Company, and are at least 18 years of age.

ARBITRATION NOTICE. Except for certain kinds of disputes described in the Arbitration provision below, Customer agrees that disputes arising under this Agreement will be resolved by binding individual arbitration, and BY ACCEPTING THIS AGREEMENT, YOU AND BAGS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP CUSTOMER RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a single ARBITRATOR and NOT a judge or jury. See the Arbitration provision below.

1. Description of Services: Bags engages in several business services (the “services”) including but not limited too:

- a) **Funding Plan Services:** Bags uses business information provided by you to match you, a small business owner, with active banks, Community Development Financial Institutions, and other lending and commercial funding sources (the “Funding Plan Services”). Bags assists you to identify the business funding type and specific business Funder’s (s) that may offer the business an opportunity to prepare for and acquire a business loan.
- b) **Lender Connection Services:** Bags may introduce you to lenders when requested from time to time, for the purpose of exploring financing opportunities from said lender.
 - i) Bags does not, will not, and shall never guarantee that you shall receive funding from any third party lender or partner, at any time.
- c) **Funding Coach Services:** Bags provides Funding Coach services to business owners to (i) answer questions about the lending process, (ii) make introductions to lenders when appropriate, (iii) educate businesses on the documentation requirements to proceed with lending options, (iv) identify opportunities for business to refinance existing loans or credit cards or credit lines, and (v) provide general business lending support when applying for loans.
- d) **Financial Tooling Services:** Bags provides financial tooling solutions from time to time to help businesses visualize their current and historical finances, make financial calculations, and better understand current and future loan eligibility.

- e) **Business Education Services:** Bags provides business education services to help businesses grow their business and increase financial literacy.
- f) **Bookkeeping, Accounting, and Tax Filing Services.**
 - i) Bags provides businesses with (i) bookkeeping, accounting data storage and processing services, (ii) financial information storage and reporting, (iii) tax preparation and support services (“Tax Services”), and (iv) the service of communicating information to, from and among Third Party Servicers, as per Customer instructions.
 - ii) You acknowledge that Bags will provide Tax Services only if and upon Customer’s completion of a validly executed Taxpayer Disclosure Authorization in which Customer consents to allow Bags to disclose certain tax information as specifically described therein for such period until Customer is no longer using Bags’s tax return preparation services. You understands and acknowledges that Bags will not provide Tax Services until such Taxpayer Disclosure Authorization is executed and provided to Bags.
 - iii) You understand and agree that Bags is not a certified public accounting firm and does not provide services that would require a license to practice public accounting. You acknowledge that Bags is not a member of the American Institute of Certified Public Accountants (AICPA) and is not governed by any AICPA rules.
 - iv) You understand and agree that Bags may from time to time, partner with third parties to provide specific services in alignment with the services listed herein.

2. Technology and Data

a) Data Access for Services

- i) Our provision of the Services requires that you provide us access to corporate, financial and related information, information technology systems or services, and/or input from you. You agree to timely provide all such information, access and input and reasonably cooperate with us in our provision of the Services. You agree to provide good faith assumptions and accurate and complete representations, information and data, and you agree that we may assume you have done so without further investigation or verification. You agree that late or insufficient information, access or input from you may cause delay in the performance of the Services, inability to provide the Services, or increase in the amount of our fees.
- ii) For the avoidance of doubt, if our performance of the Services is prevented or delayed by any act or omission by you or your agents, vendors, consultants, or employees, we will not be in breach of our obligations or otherwise liable for any related costs, charges, or losses incurred by you.

b) Our Technology

- i) To facilitate the provision of the Services, we may provide you with access to and use of functionality of website(s), cloud software services, software tools, automated forms and other technologies developed by or for us (collectively, “Our Technology”).
- ii) To efficiently provide the Services, we use certain internal technologies and tools developed by or for us, such as integrations with Third-Party Services, software rules, checklists and other technologies (collectively, “Internal Software”). You agree to reasonably cooperate with us to enable us to use Internal Software in the provision of the Services and to refrain from interfering with the operation of Internal Software. If you obtain new, or make changes to, information technology systems or services that contain relevant data for the Services, you agree to notify us promptly and reasonably cooperate with us to facilitate the efficient use of Internal Software.

- c) **Account Security:** To access any of our Sites, you may be asked to provide certain registration details or other information. It is a condition of your use of any of our Sites that all the information you provide on any of our Sites is correct, current, and complete. You agree that we can use, disclose and otherwise handle all information you provide to use our services, or that we otherwise collect in connection with our Sites, pursuant to our Privacy Policy. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. If you suspect or discover any breach of security or unauthorized use of your password or account, you must immediately notify us at privacy@securebags.com. We will not be liable for any losses caused by any unauthorized use of your account or of any password you create for your account.

- d) **Third Party Services:** Our Services, Our Technology and/or Internal Software can transfer data from or to, or integrate with, Third-Party Services (e.g., your payroll software provider). We do not endorse or make

any representation, warranty or promise regarding, and do not assume any responsibility for, any Third-Party Service, regardless of whether it is described as “required,” “recommended” or the like and regardless of whether the Third-Party Service is included in your Order Form. You should review applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation you feel necessary or appropriate before obtaining any Third-Party Service. You agree to (a) maintain all subscriptions to Third-Party Services that we require for the provision of the Services and Our Technology or the operation of Internal Software; (b) abide by the terms of your agreements for any Third-Party Services and indemnify us and hold us harmless from any claim related to a breach by you of any such agreement or from any instructions by you to us that would constitute a breach of any such agreement, (c) set up appropriate internal roles, permissions, policies and procedures for the safe and secure use of Third-Party Services, and (d) if we agree to procure Third-Party Services for you (for example, QuickBooks Online), reimburse us for such costs. We have no obligation to provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Services, Our Technology and Internal Software with any Third-Party Services. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with Our Technology or Internal Software for any reason, we may cease providing certain features of Our Technology and/or modify the Services without liability.

- e) **Feedback:** If you provide us with feedback, ideas, requests, recommendations or suggestions about the Services (“Feedback”), then we may use that information without obligation to you, and you grant Pilot a non-exclusive, worldwide, perpetual, irrevocable license to use, reproduce, incorporate, disclose, and sublicense the Feedback for any purpose.
- f) **Disclosure by Law.** You acknowledge and agree that Bags may disclose information you provide if required to do so by law, at the request of a third-party, or if we, in our sole discretion, believe that disclosure is reasonable to (i) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); or (ii) protect or defend Bags’s, or a third-party’s, rights or property.
- g) **Use of Anonymous Information for Research.** By using the Site and/or Services, you agree to allow Bags to anonymously use the data supplied by you for the services and your experiences through the Services to continue Bags’s research into successful business and lending practices, share said data with third parties and to improve the Services provided.
- h) **License Regarding Your Content.** You retain all ownership interest in and to the content you provide to the Site or as part of your use of the Services. However, by submitting your content, including your personal and business information, you hereby grant to Bags a perpetual, non-exclusive, irrevocable, royalty-free license to reproduce, adapt, edit, modify, translate, publish, transfer, and/or distribute any of your content. This license specifically includes the right for Bags to make such content available to other trusted companies, organizations, and/or individuals with whom Bags has a business relationship in order to carry out the performance of the Services. As part of its performance of the Services, Bags may (i) transmit or distribute your information over various networks and in various forms; and (ii) make necessary changes to your content in order to perform its obligations.

3. Subscriptions

- a) We may, from time to time, offer certain subscription services on or through one or more of our Sites (a “Subscription Plan”), including Bags Free, Bags Base, and Bags Plus. We reserve the right to suspend, withdraw or terminate any Subscription Plan service at any time in our sole discretion, whether paid or free, subject to the Refund Policy described further below. Without limiting the foregoing, we reserve the right to charge for any services that currently are free. If we do, we will notify you by email to the address you provided us as part of your subscription to inform you of how long you have to use the services for free before the changes become effective.

If you sign up for a Subscription Plan, you are subscribing to an automatically renewing subscription requiring recurring payments at the stated frequency that you select on the Pricing page (e.g., quarterly or annually).

Bags does not guarantee that any subscription to Bags shall represent a guarantee of funds from Bags, or any third party financial institution.

When you sign up for a Subscription Plan, you must provide accurate and complete information for a valid payment method, such as a payment card, that you are authorized to use. If you purchase or sign up for a Subscription Plan, you agree that:

- i) **Authorized Agent:** You authorize us or our agent (like Stripe) to automatically charge your payment method on a recurring basis at the start of each subscription term for (i) the applicable Subscription Plan charges, (ii) any and all applicable taxes, and (iii) any other charges incurred in connection with your use of the Sites, unless: (a) you terminate your account, (b) you cancel before the applicable renewal date, calculated on Eastern time, (c) Company declines to renew your Subscription Plan, or (d) these Terms are otherwise properly terminated as expressly permitted herein.
- a) **Subject to Refund Policy:** All of your Subscription Plan payments are subject to the Company's refund policy, described below under "Refund Policy".
- b) **Taxes:** We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase, which taxes you agree to pay in full. Taxes shall not be deducted from the payments to Company, except as required by law, in which case you shall increase the amount payable as necessary so that after making all required deductions and withholdings, Company receives and retains (free from any tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.
- c) **Non Payment:** If any Subscription Plan fee is not paid in a timely manner, or we are unable to process your transaction using the payment method on file, and you do not promptly provide a new eligible payment method and bring your balance current within ten (10) days after we provide you with notification that your account is in arrears, we reserve the right to suspend, disable, cancel or terminate your access to the Site or services or cancel your Subscription Plan, or convert it into a Bags Free account.
- d) **Promotional Codes:** Promotional codes may only be used for your a specific subscription term. If you purchased your Subscription Plan with a promotional code, each time your Subscription Plan renews, you will be charged the full billing amount. If your Subscription Plan is ever terminated for any reason or you otherwise purchase another subscription, you will not be eligible to use a promotional code.
- e) **Change in Payment Details:** If your payment details change, your card provider may provide us with updated card details. We may use these new details in order to help prevent any interruption to the Subscription Plan and services. If you would prefer to opt out from this service, please contact us. If you would like to use a different payment method or if there is a change in payment method, please contact us.
- f) **Revenue Based Subscription Tiers:** Bags subscription services are priced based off of a businesses most recent monthly revenue amount. You hereby agree for your pricing to increase or decrease as your monthly revenue increases or decreases. Our current monthly revenue tiers are \$0-\$20,000, \$20,001-\$50,000, \$50,001-\$150,000, \$150,001-\$250,000, \$250,001 or greater. The pricing will increase automatically, and you shall be notified by Bags via email prior to the increase. If you are a current annual subscriber, the increase in price shall be pro-rated accordingly. For current subscription prices, contact clients@securebags.com.
- g) **Fee and Scope Updates:** From time to time, we may update our prices for the Services, or, as our Services evolve, we may change the scope of, or subscription model for, certain Services. If we increase your subscription fees (and/or any related fees, such as usage-based fees) and/or materially change the scope of subscription Services we provide to you, we will provide you with advance written notice of such increase or change at least 30 days prior to your next Renewal Period. If you do not terminate your subscription within such 30-day period, you agree that your continued use of the Services constitutes your agreement to pay, and your authorization for us to collect payment from you in accordance with Section 4.3 of, such increased or updated fees.

4. Refund/ Renewal Policy

- a) Unless required by applicable law, your Subscription Plan payments are non-refundable, provided that. if we suspend, withdraw or terminate any Subscription Plan service at any time, we may issue a pro-rata

refund of any prepaid fees for services purchased but not rendered as of the date of such withdrawal or termination.

5. Changes to the Terms of Service

- a) We may revise and update these Terms of Service from time to time in our sole discretion. If we do, we will post a revised version of the Terms of Service on our Sites and update the “Effective Date” above and or notify you by email. To reject the updated Terms of Service, prior to the new Effective Date you must (i) permanently discontinue use of our Sites and (ii) write to us at hello@securebags.com with a clear request to terminate your account. If you do not do that, the revised version of the Terms of Service will take effect on the updated Effective Date and will apply to all access to and use of any of our Sites thereafter. However, any changes to the Dispute Resolution, Governing Laws and Agreement to Arbitrate on an Individual Basis Section will be handled as set forth in the “Changes to this Section” portion of that Section. Your continued use of any of our Sites following the Effective Date of revised Terms of Service means that you accept and agree to the changes. You are expected to check these Terms of Service from time to time so you are aware of any changes, as they are binding on you.

6. Electronic Communications

- a) You consent to receiving electronic communications from us and represent that the recipient of every electronic communication sent in connection with your use of any of our Sites has agreed to receive such communications, and that you will not use any of our Sites to send unlawful or unsolicited electronic communications. You agree to receive all communications and notices that we provide in connection with the services, including communications related to our delivery of the Bags services and your purchase of a Subscription Plan via electronic means, including by email or in-service notification. You agree that all communications that we provide to you electronically satisfy any legal requirement that such communications be in writing or be delivered in a particular manner and you agree to keep your account contact information, including email address, current. For additional information on electronic communications, see the [privacy policy here](#).

7. Accessing any of our Sites

- a) We reserve the right to withdraw or amend our Sites, including any service or material we provide on any of our Sites, in our sole discretion without notice. We will not be liable if for any reason all or any part of any of our Sites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of any of our Sites, or entire Sites, to users, including, if applicable, registered users or those who may have signed up to use services available through our Sites.

8. Indemnification

- a) You agree to indemnify, defend and hold harmless Bags, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of (i) your use of or inability to use the Site or Services, (ii) any user postings made by you, (iii) your violation of any terms of these Terms or your violation of any rights of a third-party, or (iv) your violation of any applicable laws, rules or regulations. Bags reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Bags in asserting any available defenses.

9. Customer Representations and Warranties. You represents and warrants to Bags that:

- a) You have the legal authority to bind your organization to this Agreement and to perform hereunder and under each Third Party Servicer Agreement to which you are a party. You are the exclusive owner of the Account and are not operating the Account on behalf of any third party.
- b) You have the legal capacity to enter into this Agreement and perform Customer obligations hereunder.

- c) You represent a business, charitable organization or not-for-profit organization and shall use the Services for only business purposes and not for individual consumer purposes.
- d) You shall immediately advise Bags of defects in the Services or any claim or threatened claim against Bags.
- e) Your use of the Services conforms to all Laws and the terms of this Agreement.
- f) Not Legal, Tax, or Accounting Advice
 - i) Bags may provide you with legal, tax or accounting information as part of Bags services or on the Bags website. Unless such information was provided by a Bags licensed professional pursuant to a written agreement between you and Bags, such information is not intended to constitute specific legal, tax, accounting or other professional advice, and may not reflect recent developments in the law, may not be complete, and may not be accurate in or applicable to your particular circumstances. As such, you agree not to act based on any information provided by Bags, unless such information was provided by a Bags licensed professional pursuant to a written agreement between you and Bags, or before obtaining advice from other professional counsel qualified in the applicable subject matter and jurisdiction.

10. Governing Law and Arbitration.

- a) PLEASE READ THIS SECTION CAREFULLY, AS IT LIMITS THE MANNER IN WHICH YOU MAY SEEK RELIEF, AND REQUIRES YOU ARBITRATE DISPUTES WITH Bags. If you have a dispute with Bags, Bags will first seek to resolve such a dispute through our support team.

All disputes arising under or in connection with the Agreement will be submitted to binding arbitration in New York, NY, USA pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and the procedures set forth below.

Arbitration. All disputes that cannot be resolved pursuant to the internal issue resolution process identified above will be submitted to and settled by final and binding arbitration. The arbitration will take place in New York, NY, USA and will apply the governing law of this Agreement. The final and binding arbitration will be performed by a single arbitrator who is a practicing commercial lawyer in English and in accordance with and subject to the Commercial Arbitration Rules of the AAA then in effect. The decision of the arbitrator will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator will be bound by the warranties, limitations of liability, and other provisions of this Agreement. Notwithstanding the foregoing, each party may seek injunctive relief in a court of competent jurisdiction, where appropriate, to protect its rights pending the outcome of the arbitration.

Jurisdiction/Venue; Governing Law. With respect to customers located in the U.S., this Agreement shall be governed by and construed in accordance with the laws of the State of New York (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in New York, New York, USA. Subject to the arbitration provision set out above, each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts.

NOTICE: BOTH YOU AND BAGS AGREE TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL BINDING ARBITRATION AND ARE GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY AGREEING TO THIS AGREEMENT, BOTH YOU AND Bags ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. BOTH YOU AND Bags CONFIRM THEIR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

11. Limitation of Liability

- a) THE CONSIDERATION WHICH WE ARE CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY THE PROVIDER ENTITIES OF THE RISK OF YOUR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL WE BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR AMOUNTS DUE TO US UNDER THIS AGREEMENT AND INDEMNITY OBLIGATIONS SET FORTH IN SECTION 10 BELOW, THE MAXIMUM LIABILITY OF EITHER PARTY TO ANY PERSON, FIRM OR CORPORATION ARISING OUT OF OR IN THE CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, SHALL IN NO CASE EXCEED THE EQUIVALENT OF THE AMOUNT YOU PAID FOR THE NONCONFORMING SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM OR ONE HUNDRED US DOLLARS, WHICHEVER IS GREATER.

The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with the provision of the Service and that, were we to assume any further liability other than as set forth herein, such fees would have to be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

12. Notice of Disputes

- a) If you have a dispute with us, you will promptly send written notice to: The AMP Community Inc, dba Bags., 211 N 5th st, 4A, Brooklyn, NY 11211. You agree that if we have a dispute with you, we may contact you by sending notice to the address and/or email address listed on your Order Form.

13. Miscellaneous

- a) **Assignment:** You may not assign the Agreement, or your rights or obligations under it (including any claim or right to sue for damages under the Agreement), in whole or in part and any such assignment is void. We may freely assign the Agreement, or our rights and obligations under it, in whole or in part.
- b) **Electronic notices:** We will communicate with you via the email associated with your account with us or the Services' user interface. It is your responsibility to keep your Services account email address up to date so that you are able to receive electronic communications from us.
- c) **Entire agreement; amendments:** The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any and all prior and contemporaneous agreements, discussions, negotiations, and offers. The parties agree that any term or condition stated in a customer purchase order or in any other customer order documentation (excluding Order Forms) is void. You acknowledge that in entering into the Agreement you have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in the Agreement. Except as specifically stated otherwise in the Agreement, any amendment must be in writing, expressly state that it is amending the Agreement, and must be signed by both parties.
- d) **Third-party beneficiaries:** The Provider Entities are intended third-party beneficiaries of Sections 8 – 10 (inclusive). Except as expressly set forth in the foregoing, there are no other third-party beneficiaries to the Agreement. All Services are for your internal purposes and use, and no third party is intended to rely on any Services, deliverables or materials provided by us.
- e) **No employment, partnership, or agency relationship:** Each party is an independent contractor, and except as expressly set forth in the Agreement neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venturer, joint employer or legal partner of the other. You agree not to represent our personnel as, or request that our personnel act as, an

employee, officer, agent or other representative of your entity. We are entering into the Agreement as principal and not as agent for any Affiliate, and claims under the Agreement may be brought only against us and not against any of our Affiliates.

- f) **No Publicity:** Neither party shall make any public statement about the Agreement or the relationship of the parties governed by the Agreement that identifies the other party without the other party's prior written consent, except that while you are a customer, we may use your name and logo in customer lists on an equal footing with other customers.
- g) **Unfair Competition:** You may not use the Services, Our Technology, or any materials provided by us to build a competitive product or service or to benchmark with a product or service not provided by us.
- h) **Waivers:** A party's failure or delay to exercise any right under the Agreement will not act as a waiver of such right. Rights may only be waived in writing signed by the waiving party.
- i) **Force Majeure:** Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent performance of any obligations (other than the payment of money) under the Agreement is delayed or prevented by an act of God (e.g., a natural disaster, earthquake, accident or epidemic) or another event outside of reasonable control of the party seeking excuse of performance (e.g., acts of war, terrorism, government authority or by another third party outside the party's control).
- j) **Typographical errors:** In the event a Service is listed at an incorrect price due to a typographical error or error in pricing information received from our partners or suppliers, we will have the right to refuse or cancel any Order Form at the incorrect price. In such event, if you have already paid the incorrect price, we will promptly refund your payment.

The AMP Community dba Bags