

# Operator Terms and Conditions

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## Terms and Conditions ("Terms")

Last updated: October 28th, 2021

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://www.vendingexchange.com> website (the "Service") operated by our Company. The host site is owned by Robert Patterson Enterprises, LLC, with a DBA as Kick Start, hereinafter referred to as "Host Site".

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all Operators, visitors, users and others who access or use the Operator Service. You may be referred to in these Terms as "you" or "Operator".

**By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.**

### Purchases

In addition to a monthly subscription, you have the option to purchase "Vending Request Details" otherwise known as "Leads". A Lead is a prospective vending location that has requested a vending machine be placed in his/her location. Lead purchases ARE NOT EXCLUSIVE. A Lead will be sold by Host Site to one operator at a time. If the Lead or the operator is dissatisfied with each other for any reason, or if an operator is unresponsive to Vending Exchange or the Lead, then Vending Exchange may re-sale that Lead. Upon purchasing a Lead, Host Site will provide contact information for the Lead in the Operator's account. At that point, you will begin your independent negotiations with this Lead. HOST SITE MAKES NO GUARANTEES THAT A LEAD WILL CONVERT TO A CLIENT FOR THE OPERATOR. Additionally, if a Lead elects to terminate the use of Vending Exchange's services or your services, you agree to immediately destroy Lead's contact information and discontinue contacting the Lead. Host Site only provides contact information to the parties and it is solely up to the parties to negotiate a deal. Additionally, if a Lead is converted to a customer or client of yours, you understand and agree that the customer or client may still contact Host Site to request to be contacted by other potential Operators. Host Site is not prohibited from continuing to work with a Lead if the Lead wishes to continue to work with Host Site or work with Host Site at a later date. If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase. This information may be used for statistical, marketing, other purposes as the Host Site reasonably chooses to and may be sold to third-parties. YOU AGREE TO USE THE LEAD'S CONTACT INFORMATION SOLELY FOR PURPOSES OF PROVIDING VENDING SERVICES. YOU AGREE TO NOT DISTRIBUTE, SELL, OR USE THE LEAD'S CONTACT INFORMATION FOR ANY OTHER PURPOSE. Additionally, you agree to use reasonable care in storing the Lead contact information.

### Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring monthly charge. The fee is \$39.00 per month, billed on the monthly

anniversary of the date you signed up for Services. For example, if you signed up for Services on the 10<sup>th</sup>, you will be billed on the 10<sup>th</sup> every month until termination. You are able to cancel this subscription at any time. All billed Services are final and no refunds will be offered. If you fail to make payment when payment is due then Host Site reserves the right to delete your account, including deleting the data in your account. Host Site does not handle any payment information. All payment processing and information is handled through a third-party provider.

### **Fee to Locations**

You understand that Vending Exchange has marketed to the Leads that they will be receiving vending machine equipment installed and maintained at their location, sometimes at no cost to them. Once you and the Lead enter into an agreement for vending services, the Lead is then referred to in this Agreement as a Location (“Location”). Fees charged to the Location are to be negotiated between you and the Location. You agree to be honest and clear about any charges you will charge the Location, including but not limited to, the addition of any additional services such as coffee service.

### **OPERATOR AFFILIATE PROGRAM**

You may submit prospects, that are not currently Leads, to Vending Exchange for locations that need vending equipment. If these prospects convert to Leads that are sold through Vending Exchange’s system, you may qualify for a commission percentage (“Lead Referral”). The commission percentage varies from time to time and based on the Lead, though the target commission percentage to you is 30% of net profit Vending Exchange receives from the initial sale of the Lead. You can request what the commission percentage would be at any time prior to or after the submission of the prospect. In order to qualify for a Lead Referral commission, you must:

1. Must be subscribed to submit and subscribed to get paid affiliate money they earn.
2. Must not share/sell the prospect details with anyone else.
3. Understand that Vending Exchange will call the prospect, and verify the prospect meets Vending Exchange’s qualifications to be listed as Lead.

### **OPERATOR ACCOUNT SALES**

You may request for Vending Exchange to list a location account you currently operate at (“Account”) for sale. An Account for sale is a location in which you have vending equipment that you wish to sell as a package. Vending Exchange is in no way required to list an Account of yours for sale. Vending Exchange may, but is not required to, list an Account for sale for a fee, as agreed to by you and Vending Exchange. When the Account is listed for sale on the Host Site, the Vending Exchange may list the sales price, as agreed to by you and Vending Exchange.

You understand that if Vending Exchange agrees to list your Account, Vending Exchange does not participate or perform any of the negotiations between you and the prospective purchaser. Additionally, you understand that Vending Exchange does not guarantee a sale will occur to either party.

### **OPERATOR RESPONSIBILITIES**

You understand that a Lead may be urgently awaiting vending service. As such, when you purchase a Lead, you are agreeing to act in a responsible and timely manner. By purchasing a Lead, you are agreeing to:

- **Call the location immediately after purchase** or on the next business day if it's outside of business hours. Locations are notified that you will be calling them after purchase.
- Though we do not participate in negotiations, if a Lead contacts Vending Exchange with an issue or complaint, Vending Exchange will contact you in an attempt to remedy the situation. If Vending Exchange doesn't receive a response from you within 12 hours, or you are unable to remedy the situation, Vending Exchange may contact a new Operator for the Location.
- You must always remain polite and courteous even if a Location decides not to utilize your vending services. Do not disclose specific fees paid for vending request details to locations. You will have the opportunity to provide Vending Exchange feedback on what occurred.
- Operators in our network must provide vending equipment, delivery, installation and service free of charge to locations. Locations do not pay service fees unless otherwise noted in the location notes.
- If commission is requested by the location, we will disclose any specifics discussed in the location notes. If the topic of commission comes up after placing your order, any negotiations regarding commission would be at your discretion with the location.
- If a location mentions requiring liability insurance, we will disclose any specifics in the location notes. Certain locations may require liability insurance or have other insurance requirements that are not disclosed to us.
- If a location currently has machines on site, we will disclose any specifics in the location notes. Keep in mind, if a location currently has a vendor, it may take some time to get the machines removed from the previous vendor.
- **All contract negotiations with Locations are your responsibility.**

## Issue Resolution / Refunds

- We **do not offer refunds or credits unless a location is initially unresponsive**. An initially unresponsive location is one in which you are not able to make initial contact with the location via phone or email. In order to qualify for this, you must call them **Immediately After Purchase**.
- To **qualify to receive a refund or credit** for an unresponsive location you must **contact us within 3 days of purchase** and provide us a call and email log indicating that you **called & emailed the location immediately after purchase** or on the next business day if it's outside of business hours.
- If you are unable to service the account or a location contacts us and requests a new vending provider, we reserve the right to re-list the location and find another provider. **YOU UNDERSTAND THAT A LOCATION'S DISSATISFACTION WITH YOUR SERVICES OR DECISION TO NOT USE YOUR SERVICES DOES NOT QUALIFY FOR A REFUND.**
- We disclose location details as accurately as possible and to the best of our ability with the information we are provided. We are not warranting or certifying the accuracy of the information. We are not responsible for any accidental errors or omissions.

## BEST OFFER OPPORTUNITY

1. A Lead may participate in a "Best Offer" opportunity. When a Lead is listed in the "Best Offer"

opportunity, operators, that are clients of Vending Exchange, will have an opportunity to submit a "Best Offer" price. This opportunity is similar to an auction. The duration is 90 minutes and the highest offer will be sold Lead. If you bid on the Lead within the time duration and you are the highest bidder, you will be auto-charged for the amount you bid. You will be sent an email notification informing you that you were the highest bidder along with the Lead details and location. If you bid on a "Best Offer" lead, you may retract your bid at anytime within the 90 minute auction. However, after an auction has closed, you are no longer able to retract your bid and you will still be auto-charged for your bid amount if you are the highest bidder.

## **Termination**

You can terminate your Subscription at any time through your account management page. Such termination will result in the deactivation or disablement of your account and access to it, and the deletion of content you collected through use of the Services. Terminations are confirmed immediately and you will not be charged again for that Subscription unless you purchase a new one. If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating these Terms for any of the following reasons: (a) we have materially breached these Terms and failed to cure that breach within 30 days after you have so notified us in writing; or (b) a refund is required by law.

Host Site may terminate your Subscription at any point without notice to you. Host Site may suspend performance or terminate your Subscription immediately without prior notice for any of the following reasons: (a) you have breached any of these terms; or (b) fail to pay fees or invoices upon their due date.

## **Information is AS-IS**

You understand and agrees that Host Site does not warrant the accuracy of the information provided by the Lead. You understand and agree that it is your obligation to investigate the accuracy of any information provided by Host Site or the prospective Operator

**NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.**

## **Content**

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the images you post.

The purpose of the images is to provide prospective leads with visuals of what the vending machines you propose to utilize at their location. Images cannot contain any graphic, inappropriate content. Images cannot infringe upon any third party's copyrights or intellectual property.

## **Indemnity**

You agree to indemnify and hold Host Site, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates ("Host Site Members"), harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Host Site by any third party due to or arising out of or in connection with your use of the Site. You agree to indemnify and hold harmless Host Site Members from the Lead, yourself, or anyone else, from any and all liability (including attorney's fees) arising from the use of your vending services, your agreement with the Lead, and any other harm or injury arising from or relating to your vending services.

## **User Limitation**

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Host Site. By way of example, and not as a limitation, you agree not to use the Services:

1. To abuse, harass, threaten, impersonate or intimidate any person;
2. To charge the Location for a vending machines, delivery, installation or service;
3. To post or transmit or cause to be posted or transmitted, any Content that is libelous, defamatory, obscene, pornographic, abuse, offensive, profane, or that infringes any copyright or the right of any person;
4. To communicate with Host Site representatives or other users in an abusive or offensive manner;
5. For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction where you use the Services;
6. To post or transmit, or cause to be posted or transmitted, any Communications designed or intended to obtain password, account, or private information from any Host Site user;
7. To create or transmit unwanted 'spam' to any person or any URL;

## **Intellectual Property**

This site and all of its original content are the sole property of Host Site, including but not limited to, graphics, logos, designs, page headers, button icons, scripts, and service names. Host Site intellectual property may not be used in connection any product or service without the prior written consent of Host Site.

## **Confidentiality**

You acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information, including but not limited to, the price and location of Leads to the Locations. You shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Vending Exchange, shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the your unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities. Disclosure of any confidential information by the staff members or agencies hired by you shall be deemed disclosure of such

confidential information by you and shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

## **Marketing**

By submitting your email address to Host Site you are agreeing that Host Site can send you informational and marketing emails.

## **SMS Consent**

By submitting your mobile phone number to Host Site, you consent to receive recurring autodialed marketing texts from or on behalf of Host Site at the mobile number you've provided at to opt-in. You understand that consent is not a condition of purchase. Message & data rates may apply. If you would like to be removed from the Host Site SMS text list, text STOP.

Additionally, Host Site reserves the right to alter message frequency at any time i.e. we may change the frequency of texts that you receive under these alert programs. We will notify you via text if we change the frequency and provide you with the opportunity to opt-out.

## **Links To Other Web Sites and Partnerships**

Our website may contain links to third-party web sites or services that are not owned or controlled by Vending Exchange. We may receive payments, affiliate revenue, or incentives from these third parties, or other third parties, through partnerships such as displaying links to their websites on our website and/or by providing to affiliates or partners the data you voluntarily provided to us, such as, but not limited to, equipment needs and interests.

Vending Exchange has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Vending Exchange shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 20 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

## **Severability**

If any term of this agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the party seeking such compensation.

## **Governing Law**

This Agreement and the Services provided by the Host Site shall be governed exclusively by the

laws of the State of Florida. Any and all disputes arising from this relationship shall be governed by Florida state law. The venue for any and all disputes shall also be within the State of Florida.

### **Contact Us**

If you have any questions about these Terms, please contact us: [support@vendingexchange.com](mailto:support@vendingexchange.com)