

WEBSITE TERMS OF USE

Last Updated: August 19th, 2026

IMPORTANT DISPUTE RESOLUTION NOTICE. These Terms require individual, final, and binding arbitration under the Federal Arbitration Act and the American Arbitration Association Commercial Arbitration Rules, waive class and representative proceedings, and waive trial by jury. See Section 31.

1. Acceptance of These Terms

These Website Terms of Use ("Terms") are entered into by and between you and Robert Patterson Enterprises LLC, a Florida limited liability company doing business as Vending Exchange ("Vending Exchange," "VE," "Company," "we," "us," or "our"). These Terms govern access to and use of <https://www.vendingexchange.com> and every related domain, subdomain, page, portal, account, application, form, marketplace, listing, checkout, feature, communication channel, and online service operated by or for VE that links to these Terms (collectively, the "Website").

By accessing or using the Website, creating an account, submitting information, requesting services, purchasing or bidding on anything, clicking a button or checkbox indicating acceptance, or otherwise using a Website feature, you accept these Terms and the Privacy Policy incorporated by reference. If you do not agree, do not use the Website. If you accept for an entity, you represent that you have authority to bind it, and "you" includes that entity and its personnel using the Website through you.

2. Business Use, Eligibility, and Authority

The Website is offered only to persons at least eighteen years old who use it for a lawful business or commercial purpose within the fifty United States. You represent that you are at least eighteen, have legal capacity, act in a business or professional capacity, possess authority to provide all information submitted and bind each business identified, and are not barred from using the Website under law or contract. The Website is not intended for personal, family, or household use.

3. Additional Program Terms and Order of Precedence

Certain features, transactions, subscriptions, lead-generation services, operator programs, location programs, route or account listings, equipment transactions, managed-service programs, contract-location programs, hardware, software, payment-processing arrangements, revenue-sharing arrangements, and other offerings may be governed by separate terms, order forms, statements of work, quotes, clickwrap agreements, or written contracts ("Program Terms"). Program Terms are incorporated only for the offering they govern. If Program Terms conflict with these Terms, the Program Terms control for that offering. These Terms govern the Website and all matters not addressed by applicable Program Terms.

4. Changes to These Terms

VE may revise these Terms at any time in its sole discretion by posting an updated version or providing other notice. Changes apply prospectively when posted or on the stated effective date. Continued use after the effective date constitutes acceptance. A change to arbitration or dispute-resolution terms does not apply to a dispute for which VE received a complete written Notice of Dispute before the change became effective, unless the parties agree otherwise. VE will use commercially reasonable efforts to provide at least thirty days' notice before a material change to this Agreement takes effect. A change to the dispute-resolution provisions does not apply to a dispute for

which VE received a complete Notice of Dispute before the change took effect, unless the parties agree otherwise.

5. Website Access and Changes

VE may add, remove, suspend, withdraw, restrict, condition, or modify any Website feature, content, listing, service, eligibility requirement, territory, account, price, or access method at any time, with or without notice and without liability. VE does not promise that any feature will remain available or that content will be current. VE may impose usage limits, require verification, refuse a transaction, or discontinue the Website.

6. Accounts and Security

You must provide complete, current, and accurate information; maintain it; keep credentials confidential; and restrict access to authorized personnel. You are responsible for all activity under your account, whether authorized or not, until VE receives notice and has a reasonable opportunity to act. You may not share, sell, sublicense, transfer, or permit unauthorized use of an account. Notify VE immediately of suspected unauthorized access, credential compromise, fraud, or security incident.

VE may access, monitor, preserve, disable, reset, suspend, or terminate an account, credential, session, data, or transaction in its sole discretion. VE may rely on instructions from anyone using valid credentials and is not responsible for losses caused by compromised credentials or failure to secure systems.

7. VE Is a Platform and Information Service

VE provides advertising, information, listing, lead-generation, matching, referral, communication, and related platform services. Except where separate Program Terms expressly state otherwise, VE is not a vending operator, equipment manufacturer, distributor, installer, service technician, landlord, property owner, employer, staffing company, franchise, franchisor, broker, dealer, investment adviser, appraiser, escrow agent, payment fiduciary, insurer, guarantor, partner, joint venturer, or agent of any user. VE does not enter into or control agreements between users and has no authority to bind them.

VE may communicate, collect fees, display information, facilitate introductions, request records, investigate complaints, recommend actions, or remove a participant without assuming control over a transaction or creating a duty to inspect, supervise, monitor, verify, mediate, enforce, or protect any person.

Notwithstanding anything to the contrary in this Agreement, any qualification, verification, scoring, enrichment, screening, monitoring, recording, audit, complaint review, suspension, or enforcement activity VE performs is performed solely for VE's own commercial purposes. VE does not undertake, and does not agree to render, any service to or for the protection of a user, a Location, an Operator, a Site, personnel, an invitee, or another person. Neither the performance of such an activity, nor the manner of its performance, nor the failure to perform it, creates a duty of care, a voluntary undertaking, a special relationship, an assumption of another person's duty, or a basis for reliance. Each user acknowledges that it has not relied and will not rely on VE to perform any screening, verification, inspection, supervision, or protective function, and that it is solely responsible for its own diligence.

8. Lead Generation and Matching

The Website may permit a business location to request vending or related services and may permit an operator or other provider to subscribe, purchase, bid on, or receive access to a request or related information. A lead is a business opportunity and data sale, not a guaranteed account, contract,

customer, placement, revenue source, or result. VE may qualify, score, price, assign, reassign, resell, withhold, withdraw, or disclose a lead for any reason in its sole discretion. Separate Operator Terms of Service and Location Terms of Service at govern those services.

9. Listings, Routes, Accounts, Equipment, and Business Opportunities

The Website may display or facilitate listings concerning vending routes, location accounts, equipment, assets, inventory, contracts, business opportunities, or related interests. A listing is supplied by a third party and is not an offer by VE. VE does not verify ownership, authority, title, liens, revenue, expenses, profitability, tax treatment, condition, location rights, contract assignability, legal compliance, valuation, or any other representation. VE may edit, refuse, prioritize, remove, or distribute a listing and may receive fees, commissions, referral compensation, or other value.

A buyer, seller, or other participant must conduct independent legal, financial, tax, technical, operational, title, lien, insurance, licensing, and factual diligence and use independent professional advisers. VE is not responsible for negotiations, documentation, closing, payment, possession, transition, or performance. No communication or listing creates a fiduciary duty or obligation to complete a transaction.

10. Purchases, Bids, Subscriptions, and Payments

Prices, trials, renewal terms, cancellation rights, billing dates, taxes, refunds, credits, chargebacks, bidding procedures, and other transaction terms are stated at checkout or in applicable Program Terms. You authorize VE and its payment providers to charge the payment method supplied for all amounts due, including recurring charges, taxes, fees, collection costs, and authorized adjustments. A purchase, bid, or subscription is final except as Program Terms or nonwaivable law expressly provide. VE may correct pricing errors, reject orders, require additional verification, offset amounts, suspend access for nonpayment, and use collection remedies.

11. Electronic Records and Signatures

You consent to electronic transactions, records, disclosures, notices, signatures, and contract formation. A click, checkbox, typed name, digital signature, account action, or other electronic act intended to signify assent is your signature and has the same effect as a handwritten signature. VE may retain evidence of assent, including date, time, document version, IP address, device data, account data, and transaction records. You may download or print documents before acceptance.

12. Information and Verification

You represent that all information you submit is complete, current, accurate, lawful, nonmisleading, and authorized. VE may verify information through any source, require documents, contact third parties, perform audits, or decline to verify anything. Verification is for VE's benefit and does not create a representation to users. You must promptly correct information and cooperate with reasonable requests. VE may disclose information and discrepancies to users, partners, regulators, law enforcement, or others where lawful.

13. License to Use the Website

Subject to these Terms, VE grants you a limited, revocable, nonexclusive, nontransferable, nonsublicensable license to access and use the Website solely for your internal lawful business purpose. The license ends when access is suspended or terminated. No ownership or other right is transferred. All rights not expressly granted are reserved.

14. Intellectual Property

The Website, platform, code, databases, architecture, design, text, graphics, logos, marks, names, content, compilations, selection, arrangement, business methods, pricing, lead data, analytics, reports, models, and other materials supplied by VE are owned by VE or its licensors and protected by intellectual-property and other law. You may not copy, reproduce, modify, translate, adapt, create derivative works, publish, distribute, sell, license, scrape, extract, reverse engineer, decompile, disassemble, frame, mirror, republish, or exploit them except as VE expressly authorizes in writing.

VENDING EXCHANGE, associated logos, product and service names, and related designs are marks of VE or its licensors. No use is permitted without prior written consent. No license arises by estoppel or implication.

Copyright Complaints

VE respects intellectual-property rights. A copyright owner or authorized agent who believes material on the Website infringes a United States copyright may send a notice containing the information required by 17 U.S.C. section 512(c)(3) to the address shown in Section 35 hereof. VE may remove or disable access to material, notify the submitting user, terminate repeat infringers, and forward the notice and identifying information to the affected user or another person as permitted by law.

A user who believes material was removed or disabled by mistake may send a counter-notification containing the information required by 17 U.S.C. section 512(g). Knowingly making a material misrepresentation in an infringement notice or counter-notification may result in liability. The foregoing contact is solely for copyright notices; other communications should use Section 35.

15. User Content and Data License

"User Content" includes all information, data, text, photos, video, audio, listings, documents, messages, reviews, feedback, and other material you submit, upload, transmit, display, or make available. You retain any ownership you possess, but grant VE a perpetual, irrevocable, worldwide, royalty-free, fully paid, transferable, sublicensable license to host, store, copy, reproduce, modify, adapt, translate, create derivative works, publish, display, perform, distribute, transmit, analyze, commercialize, sell, license, disclose, and otherwise use User Content for any lawful business purpose, subject to nonwaivable privacy law.

You represent that you own or control all necessary rights and consents; User Content is accurate and lawful; and VE's permitted use will not violate law, contract, privacy, publicity, intellectual-property, confidentiality, or other rights. You are solely responsible for User Content and must defend and indemnify VE for claims arising from it.

16. Feedback

Any idea, suggestion, correction, enhancement, concept, or feedback submitted to VE is nonconfidential and may be used without restriction or compensation. You irrevocably assign to VE all rights in feedback to the extent an assignment is legally possible and waive moral or similar rights.

17. Prohibited Uses

- Violate any law, regulation, order, contract, or third-party right.
- Misrepresent identity, authority, affiliation, location, qualifications, insurance, information, or intent.
- Harass, threaten, discriminate, defame, deceive, impersonate, exploit, or harm any person.

- Send spam, unlawful advertising, unlawful calls or texts, malware, malicious code, or unauthorized communications.
- Scrape, crawl, spider, harvest, index, copy, monitor, download, mine, extract, train a model on, or compile Website content or data without VE's prior written consent.
- Use a robot, automated tool, artificial-intelligence agent, browser extension, or manual process to bypass access restrictions, rate limits, security, pricing, or intended workflows.
- Reverse engineer, decompile, disassemble, probe, test, scan, interfere with, disrupt, overburden, attack, or attempt unauthorized access to the Website, accounts, systems, networks, data, or credentials.
- Circumvent VE, avoid fees, conceal a transaction, misuse lead or contact data, or use information outside the purpose for which access was granted.
- Share credentials, resell access, create unauthorized accounts, submit fraudulent payments, initiate improper chargebacks, manipulate bids, collude, or interfere with another user.
- Upload unlawful, infringing, confidential, deceptive, obscene, violent, discriminatory, dangerous, or technically harmful material.
- Use VE Confidential Information, Lead data, or data obtained from the Website to develop, train, market, or operate a service that substitutes for the Website or the lead-generation services, or to solicit a VE user in a manner that breaches another provision of these Terms or misappropriates VE trade secrets.
- Assist, encourage, direct, or permit another person to do a prohibited act.

Notwithstanding anything in this Agreement to the contrary, VE does not request, and users shall not submit, consumer health data as defined by the Washington My Health My Data Act, chapter 19.373 of the Revised Code of Washington, or a comparable law, or biometric identifiers, government identification numbers, precise geolocation, or financial account numbers. VE does not sell or share Sensitive Data.

18. Monitoring, Audits, Investigations, and Enforcement

VE may monitor, record, preserve, review, access, analyze, copy, disclose, and investigate accounts, activity, communications, User Content, transactions, Lead handling, records, and systems to administer the Website, enforce agreements, protect users, conduct audits, prevent fraud, comply with law, or for any other lawful purpose. VE may require information or access reasonably related to an investigation or audit. These rights do not create a duty to monitor or protect any person.

VE may remove content, cancel a transaction, reverse an assignment, suspend or terminate access, notify affected persons, preserve evidence, report conduct, cooperate with authorities, or take any other action in its sole discretion. VE is not liable for acting or declining to act.

19. Privacy

Our Privacy Policy, available at https://vendingexchange.com/legal/privacy_policy.pdf, describes data practices and is incorporated by reference. By using the Website, you acknowledge those practices and represent that you provided all notices and obtained all consents needed for information you submit. Program Terms may provide additional data rights and obligations.

20. Communications and Marketing

By providing contact information, you authorize VE and persons acting for VE to communicate about the Website, accounts, transactions, Leads, support, security, surveys, advertising, and offers by mail,

email, telephone, text, chat, prerecorded message, or other channel, subject to applicable law. Consent to receive marketing through an automated system or prerecorded voice is not a condition of purchasing a product or service. You may opt out as stated in the message or Privacy Policy. Service, transactional, legal, and security communications may continue.

21. Third-Party Services, Content, and Links

The Website may contain content, advertisements, integrations, links, tools, or services supplied by third parties. VE does not endorse, control, or assume responsibility for a third party, its content, privacy, security, availability, products, services, statements, or conduct. You use third-party services at your own risk and under their terms. VE may receive compensation or other value from third parties without owing you an accounting or disclosure beyond law.

22. No Professional Advice

Website content is general commercial information and is not legal, tax, accounting, investment, insurance, engineering, safety, employment, or other professional advice. You must obtain independent advice. No content, estimate, valuation, score, listing, or communication is a representation or recommendation on which you may rely.

23. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WEBSITE, SERVICES, CONTENT, DATA, LEADS, LISTINGS, MATCHES, INTRODUCTIONS, COMMUNICATIONS, AND ALL ITEMS OBTAINED THROUGH THEM ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." VE DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, RELIABILITY, QUALITY, CONDITION, AUTHORITY, OWNERSHIP, PROFITABILITY, RESULTS, AND COMPLIANCE WITH LAW.

VE DOES NOT WARRANT THAT ANY USER, LEAD, LOCATION, OPERATOR, LISTING, EQUIPMENT, ROUTE, ACCOUNT, TRANSACTION, OR INFORMATION IS GENUINE, ACCURATE, SUITABLE, INSURED, LICENSED, SOLVENT, AVAILABLE, OR SAFE; THAT A LEAD WILL RESPOND OR CONVERT; THAT A TRANSACTION WILL CLOSE; OR THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO STATEMENT CREATES A WARRANTY UNLESS AN AUTHORIZED VE OFFICER EXPRESSLY STATES IT IN A SIGNED WRITING.

24. Assumption of Risk and Release

You assume all risks arising from use of the Website, reliance on information, communications with users, site visits, equipment, products, services, transactions, payments, property conditions, personal injury, death, data misuse, fraud, and user conduct. You release VE and the VE Parties defined below from claims arising from or related to any user, third party, direct agreement, listing, Lead, match, transaction, property, equipment, product, service, injury, damage, or loss, except to the extent a release is prohibited by law.

25. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VE AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "VE PARTIES") WILL NOT BE

LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES; LOST PROFITS, REVENUE, BUSINESS, SAVINGS, GOODWILL, DATA, USE, OPPORTUNITY, OR VALUE; BUSINESS INTERRUPTION; COST OF SUBSTITUTE SERVICES; PERSONAL INJURY; PROPERTY DAMAGE; EMOTIONAL DISTRESS; OR THIRD-PARTY CLAIM, REGARDLESS OF THEORY, FORESEEABILITY, NOTICE, OR FAILURE OF A REMEDY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE VE PARTIES' TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE WEBSITE OR THESE TERMS WILL NOT EXCEED THE GREATER OF TEN THOUSAND DOLLARS (\$10,000.00) OR THE AMOUNT YOU ACTUALLY PAID VE FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM DURING THE THREE MONTHS PRECEDING THE EVENT. THE LIMITATIONS APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

26. Indemnification

You shall defend, indemnify, and hold harmless the VE Parties from every claim, demand, action, investigation, loss, liability, judgment, settlement, damage, fine, penalty, tax, lien, cost, and expense, including attorneys' fees, expert fees, and investigation costs, arising from or related to: your use or misuse of the Website; your User Content or information; your breach of these Terms or Program Terms; your transaction, listing, Lead, Location, operator, equipment, product, service, communication, or direct agreement; your violation of law or third-party rights; bodily injury, death, or property damage associated with your conduct; taxes, workers, contractors, insurance, permits, or licenses; fraud, security incident, privacy violation, or unauthorized communication; or another person's use of your account.

VE may control the defense and settlement with counsel of its choice. You shall cooperate and may not settle a claim in a manner admitting fault by, imposing an obligation on, or restricting a VE Party without VE's prior written consent. Indemnity obligations are not limited by insurance, liability caps, or termination.

The release, limitation, and indemnity stated in this Agreement apply to a claim arising from or related to the negligence, gross negligence, comparative fault, or other wrongful act or omission of a VE Party, whether the fault of a VE Party is sole, joint, concurrent, active, or passive, and whether the claim sounds in contract, tort, statute, strict liability, or another theory. The parties intend this Section to be a clear and unequivocal expression of that intent. This does not apply to a VE Party's intentional misconduct or to a liability that applicable law prohibits releasing, limiting, or indemnifying, and the unenforceability of any application of this Section does not affect its remaining applications.

27. Suspension and Termination

VE may suspend, restrict, or terminate access, an account, a listing, a transaction, or these Terms at any time, with or without notice, for any or no reason. You may stop using the Website, but accrued obligations, payments, licenses, releases, disclaimers, limitations, indemnities, dispute terms, and provisions intended to survive remain effective. VE may retain or delete data in its discretion subject to law and the Privacy Policy.

28. Force Majeure

VE is not liable for delay, interruption, unavailability, or failure caused by circumstances beyond its reasonable control, including acts of God, weather, fire, flood, epidemic, pandemic, labor disputes, war, terrorism, civil unrest, government action, legal changes, utility or telecommunications failure,

internet or cloud outage, cyberattack, vendor failure, supply shortage, transportation interruption, payment-network disruption, or equipment failure. Payment obligations are not excused.

29. Assignment

You may not assign, delegate, transfer, sublicense, or otherwise dispose of a right or obligation without VE's prior written consent. An attempted transfer is void. VE may assign or transfer these Terms, the Website, accounts, data, rights, and obligations, in whole or part, without consent, including to an affiliate, financing source, purchaser, successor, or acquirer.

30. Notices

VE may provide notice by posting on the Website, account message, email, text, mail, or any contact method associated with you. Notice is effective when sent or posted. Formal notices to VE must be sent by nationally recognized overnight courier and email to: Robert Patterson Enterprises LLC, a Florida limited liability company doing business as Vending Exchange, 1724 Bald Eagle Dr, Naples, FL, 34105 Unit B; Email to support@vendingexchange.com. A notice of legal claim must comply with Section 31.

31. Governing Law; Mandatory Arbitration; Class and Jury Waivers

- (a) Florida Law and Federal Arbitration Act. These Terms and every dispute arising from or relating to the Website, Program Terms, a transaction, or the relationship between you and a VE Party are governed by Florida law, without regard to conflict-of-law rules, and the Federal Arbitration Act, 9 U.S.C. sections 1 through 16, governs the arbitration agreement.
- (b) **Notice of Dispute.** Before filing arbitration, the claimant must send an individual written notice describing the facts, legal basis, requested relief, and good-faith settlement demand to the notice address in Section 30. The parties shall attempt informal resolution for thirty days. Limitations periods are tolled during that thirty-day period only.
- (c) **Binding Individual Arbitration.** Except for provisional relief described below, every dispute shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect. One neutral arbitrator shall hear the matter. The arbitration shall occur in Lee County, Florida, in English, unless VE agrees otherwise in writing. The arbitrator has exclusive authority to decide formation, scope, interpretation, validity, enforceability, arbitrability, and all other issues, except that a court shall decide enforceability of the class-action waiver if applicable law requires.
- (d) **Individual Proceedings Only.** THE PARTIES MAY ASSERT CLAIMS ONLY IN THEIR INDIVIDUAL CAPACITIES. NO ARBITRATION OR COURT PROCEEDING MAY PROCEED AS A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, COORDINATED, PRIVATE-ATTORNEY-GENERAL, OR MASS ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OR AWARD RELIEF FOR ANY PERSON OTHER THAN THE INDIVIDUAL CLAIMANT WITHOUT VE'S WRITTEN CONSENT.
- (e) **Court Relief and Award Enforcement.** Either party may seek a temporary restraining order, preliminary injunction, attachment, preservation order, or other provisional relief in the state courts located in Lee County, Florida, or the United States District Court serving Lee County, without waiving arbitration. A court with jurisdiction may confirm, enforce, modify, or vacate an award. Each party submits to those courts for these purposes and waives objections to personal jurisdiction, venue, and forum non conveniens.

- (f) Confidentiality and Remedies.** The arbitration, filings, discovery, hearing, and award shall remain confidential except as needed to enforce rights or comply with law. The arbitrator may award relief available under controlling law and these Terms but may not disregard contractual limitations. The prevailing party is entitled to reasonable attorneys' fees and costs to the extent permitted by law.
- (g) Jury Trial Waiver.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DISPUTE NOT RESOLVED IN ARBITRATION, YOU AND VE KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE TRIAL BY JURY.
- (h) One-Year Claim Period.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, A CLAIM MUST BE COMMENCED WITHIN ONE YEAR AFTER IT ACCRUES OR IT IS PERMANENTLY BARRED. This period does not shorten a nonwaivable limitations period. As a condition precedent to commencing arbitration or an action, a claimant must deliver a complete Notice of Dispute under subsection (b) within one year after the claim accrues and must complete the informal resolution period. This subsection states a contractual condition precedent to relief and does not fix a period within which an action must be begun; it shall be construed and applied so as not to conflict with section 95.03, Florida Statutes, and if a court or arbitrator determines that it operates as a limitation on the time to bring an action, it shall be severed and the applicable statutory limitations period shall govern without affecting any other provision of this Agreement.
- (i) Administration, Multiple Filings, and Fallback.** The arbitration shall be administered under the AAA Commercial Arbitration Rules, including the AAA Supplementary Rules for Multiple Case Filings where applicable. If twenty-five or more demands raising common issues of law or fact are filed against a VE Party by or with the coordination of the same counsel or coordinated counsel within any one-hundred-eighty-day period, the demands shall be administered in batches of no more than fifty. Each batch shall be heard by one arbitrator, and the parties shall select five cases per batch to be resolved first as bellwethers. Limitations periods and any condition precedent are tolled for the remaining cases in a batch during batching. If the AAA is unavailable or declines to administer the dispute, the dispute shall be arbitrated before JAMS under its Comprehensive Arbitration Rules and Procedures; if JAMS is also unavailable, either party may petition a court of competent jurisdiction to appoint one arbitrator under 9 U.S.C. section 5. The unavailability of a designated administrator does not invalidate the agreement to arbitrate.

32. Severability and Reformation

If a provision is invalid or unenforceable, it shall be severed or modified to the minimum extent necessary to make it enforceable, and the remainder remains effective. If the individual-proceeding waiver is unenforceable as to a claim, that claim shall be severed and litigated in the courts specified in Section 31 after completion of individual arbitration of arbitrable claims, unless law requires otherwise.

33. No Waiver; Cumulative Rights

A waiver is effective only in a writing signed by an authorized VE officer and only for the stated instance. Delay or failure to enforce is not a waiver. Rights and remedies are cumulative. VE may grant different terms, waivers, or accommodations to others without creating a right for you.

34. Entire Agreement and Construction

These Terms, the Privacy Policy, and applicable Program Terms constitute the entire agreement concerning the Website and supersede prior communications on that subject. Headings are for convenience. "Including" means "including without limitation." The singular includes the plural. No presumption applies against a drafter. Electronic records and copies are originals. If an authorized VE

officer signs a written agreement expressly overriding a provision, the signed agreement controls to the stated extent.

35. Contact

The Website is operated by Robert Patterson Enterprises LLC, a Florida limited liability company doing business as Vending Exchange, 1724 Bald Eagle Dr, Naples, FL, 34105 Unit B. Email: support@vendingexchange.com