

Onchenda Online Farmers' Market

Free Vendor Membership Agreement

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY! PLEASE PAY ATTENTION TO PROVISIONS THAT EXCLUDE OR LIMIT LIABILITY AND TERMS OF GOVERNING LAW AND JURISDICTION, WHICH MAY APPEAR IN CAPITAL LETTERS.

1. ACCEPTANCE OF TERMS

1.1 WELCOME TO ONCHENDA'S FREE SERVICE (the "SERVICE"). The following sets forth the terms and conditions of the OnchendaFarmersMarket.com Free Local Food Vendor Membership Agreement (this "Agreement") between you ("Member") and an Onchenda Open Global Food Cooperative, B-Corp company (hereinafter "Onchenda") under which Onchenda offers you access to the Service through the web sites identified by the uniform resource locator OnchendaFarmersMarket.com or AnchendaFarmersMarket.com (the "Sites"). If you are from the United States, your contract is with Onchenda Open Global Food Cooperative, B-Corp. If you reside in East Asia, your contract is with American Safe Online Shopping Platform, Ltd. (美商安全達網購平台有限公司, registered in Taiwan with Unified Business. No. 24795090. Use of the Service indicates that you accept the terms and conditions set forth below. If you do not accept all of the terms and conditions, please do not use the Service. BY COMPLETING THE ONLINE REGISTRATION PROCESS, YOU ARE GIVING YOUR CONSENT TO BE BOUND BY THIS AGREEMENT, [ONLINE STORE SETUP PROCEDURE](#) AND [PRIVACY POLICY](#) WHICH ARE INCORPORATED HEREIN BY REFERENCE (COLLECTIVELY REFERRED TO AS THE "TERMS OF USE"). This Free Vendor Membership Agreement will not take effect unless and until you have activated your Account. Terms not defined in this Agreement shall bear the same meaning as that contained in the Terms of Use.

1.2 Onchenda amend this Agreement at any time by posting the amended and restated Agreement on the Site. The amended and restated Agreement shall be effective immediately upon posting. Posting by Onchenda of the amended and restated Agreement and your continued use of the Service shall be deemed to be acceptance of the amended terms.

2. THE SERVICE

2.1 The Service will be offered free-of-charge for an unspecified time period unless terminated in accordance with the terms of this Agreement.

2.2 The Service will have the following core features (which may be added to or modified, or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of Onchenda and notified to you) ("**Free Member Benefits**"):

a)	Company Profile - allows each Member to display and edit basic information about their business, such as year and place of establishment, estimated annual sales, number of employees, products and services offered, methods of production, etc.
b)	Products Management - allows each Member to display and edit descriptions, SKU numbers, prices, sale items, coupons, specifications and images of their products.
c)	Products for Sale Posting - allows each Member to post on the Site for public display offers to sell products to customers on the Site.
d)	Marketing – Onchenda will conduct digital and other marketing campaigns periodically to drive customers to the Site.
e)	Orders Notifications – Onchenda will notify Vendor of all customer orders with full particulars in writing as well as maintain an online record of such orders for Vendors access.

f)	Inventory Management – Vendor may allow our inventory management system to display number of each product in stock, show products out of stock, allow or not allow back orders, and warn Vendor when stocks are low.
g)	Payment Processing – Onchenda will handle online payments from customers for Vendor products and transfer Vendor’s proceeds to Vendor’s specified bank account the following day after delivery confirmation.
h)	Delivery Services – Onchenda will have Vendor’s customer orders picked up from Vendor’s designated pick-up location and delivered to Vendor’s customers within 24 – 48 hours of order placement at the cost of the customer, added to each order.
i)	Customer Feedback – Onchenda will enable customers to post reviews and star-ratings of Vendors products for Vendor’s quality assurance purposes, as well as enable customers to add Vendor’s products that may be out of stock or not yet produced to customer wish lists.
j)	Sales Reports – Onchenda will provide online displays of Vendor’s sales statistics for review of Vendor download.
k)	Sales Tax Handling – Onchenda will add the appropriate Sales Tax on Vendor products sold and will pay such taxes on behalf of Vendor with written confirmation.
l)	Onchenda Compensation – Onchenda shall cover the cost of the above services to Vendor by adding 20% to the food total (exclusive of Sales Tax and Delivery Fee) each online transaction with Vendor.

2.3 Onchenda may suspend or terminate all or part of the above Free Member Benefits at any time in its sole discretion. Onchenda reserves the right to charge for the Service or any feature or functionality of the Service at any time in its sole discretion.

2.4 Benefits, features and functions available to a Member may vary for different countries and regions. No warranty or representation is given that a particular feature or function or the same type and extent of features and functions will be available.

2.5 The availability of any transactional features and functions on the Site to any Member may be conditional on verification of Member’s identity and/or its designated bank account by Onchenda and/or its approved independent third parties.

2.6 Onchenda shall issue a Member ID and Password (the latter shall be chosen by the Member during registration) to each Member to access the Service through such Member's Account. Each Member shall be solely responsible for maintaining the confidentiality of its Member ID and Password and for all activities that occur under the Member ID and Password. A set of Member ID and Password is unique to a single Account and no Member shall share, assign or permit the use of its Account, Member ID or Password to another person outside of the Member's business entity. Each Member acknowledges that sharing of its Account with other persons, or allowing multiple users outside of its business entity to use its Account (collectively, "multiple use"), may cause irreparable harm to Onchenda and each Member shall indemnify Onchenda against any loss or damages (including but not limited to loss of profits) suffered by Onchenda as a result of such multiple use of an Account. Each Member hereby undertakes to notify Onchenda immediately of any unauthorized use of its Account, Member ID or Password or any other breach of security. Each Member hereby agrees that Onchenda shall not be liable for any loss or damages arising from the Member's failure to comply with this paragraph.

2.7 Onchenda reserves the right to change, upgrade, modify, limit or suspend the Service or any of its related functionalities or applications at any time temporarily or permanently without prior notice. Onchenda further reserves the right to introduce new features, functionalities, applications or conditions to the Service or to future versions of the Service. All new features, functionalities, applications, conditions, modifications, upgrades and alterations shall be governed by this Agreement, unless otherwise stated by Onchenda.

2.8 Each Member acknowledges that inability to use the Service wholly or partially for whatever reason may have adverse effects on its business. Each Member hereby agrees that in no event shall Onchenda be liable to the Member or any third parties for any inability to use the Service (whether due to disruption, changes to or termination of the Service or otherwise), any delays, inaccuracies, errors or omissions with respect to any communications or transmission or delivery of all or any part thereof, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Service.

2.9 Onchenda reserves the right, without prior notice and at its sole discretion, to suspend, restrict or deny access to or use of your Onchenda services if you: (a) use the services provided by Onchenda to defraud any person or entity; (b) engage in any unlawful activities including without limitation those which would constitute the infringement of intellectual property rights, a civil liability or a criminal offence; (c) engage in any activities that would otherwise create any liability for Onchenda.

3. MEMBER RESPONSIBILITIES

3.1 Each Member hereby represents, warrants and agrees to (a) provide true, accurate, current and complete information about itself and its business references as may be required by Onchenda and (b) maintain and promptly amend all information to keep it true, accurate, current and complete. Each Member hereby grants an irrevocable, perpetual, worldwide and royalty-free, sub-licensable (through multiple tiers) license to Onchenda to display and use all information provided by such Member in accordance with the purposes set forth in this Agreement and to exercise the copyright, publicity, and database rights you have in such material or information, in any media now known or not currently known.

3.2 Each Member hereby represents, warrants and agrees that the use by such Member of the Service and the Site shall not:

a)	contain fraudulent information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities;
b)	be part of a scheme to defraud other Members or other users of the Site or for any other unlawful purpose;
c)	infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right or rights of publicity and privacy or other legitimate rights;
d)	impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
e)	violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
f)	contain information that is defamatory, libelous, unlawfully threatening or unlawfully harassing;
g)	contain information that is obscene or contain or infer any pornography or sex-related merchandising or any other content or otherwise promotes sexually explicit materials or is otherwise harmful to minors;
h)	promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
i)	contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation;
j)	involve attempts to copy, reproduce, exploit or expropriate Onchenda's various proprietary directories, databases and listings;
k)	involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information; and
l)	involve any scheme to undermine the integrity of the computer systems or networks used by Onchenda and/or any user of the Service and no Member shall attempt to gain unauthorized access to such computer systems or networks;
m)	link directly or indirectly to or include descriptions of goods or services or other materials that violate any law or regulation or are prohibited under this Agreement or the Terms of Use; or

n) otherwise create any liability for Onchenda or its affiliates.

3.3 Each Member represents, warrants and agrees that with regards to information about or posted on behalf of any business referee, it has obtained all necessary consents, approvals and waivers from its business partners and associates to (a) act as such Member's business referee; (b) to post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about the Member. Each Member further warrants that all reference letters and comments are true and accurate and hereby waives all requirements for such Member's consent to be obtained before third parties may contact the business referees.

3.4 Member shall not take any action which may undermine the integrity of Onchenda's feedback system, such as leaving positive feedback for himself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another Member.

3.5 Each Member acknowledges and agrees that Onchenda shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any message or other material or information created, obtained or accessible through the Service. Onchenda does not endorse, verify or otherwise certify the contents of any comments or other material or information made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information.

3.6 Each Member represents, warrants and agrees that it has obtained all necessary third party licenses and permissions and shall be solely responsible for ensuring that any material or information it posts on the Site or provides to Onchenda or authorizes Onchenda to display does not violate the copyright, patent, trademark, trade secrets or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights. Each Member further represents, warrants and agrees that it has the right and authority to sell, distribute or offer to sell or distribute the products described in the material or information it posts on the Site or provides to Onchenda or authorizes Onchenda to display.

3.7 If any Member breaches the representations, warranties and covenants of paragraphs 3.1, 3.2, 3.3, 3.4, 3.5 or 3.6 above, or if Onchenda has reasonable grounds to believe that such Member is in breach of such representations, warranties and covenants, or if upon complaint or claim from any other Member or third party, Onchenda has reasonable grounds to believe that such Member has willfully or materially failed to perform its contract with such third party including without limitation where the Member has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the Member has delivered the items that materially fail to meet the terms and descriptions outlined in its contract with such third party, or if Onchenda has reasonable grounds to believe that such Member has used a stolen credit card or other false or misleading information in any online transaction, Onchenda has the right to suspend or terminate the Service and all Free Member Benefits with respect to such Member without any compensation, and restrict or refuse any and all current or future use of the Service or any other services that may be provided by Onchenda. Further, Onchenda reserves the right in its sole discretion to place restrictions on the number of product listings that a Member can post on the Site for such duration as Onchenda may consider appropriate, and to remove any material it reasonably believes that is unlawful, could subject Onchenda to liability, violates this Agreement or the Terms of Use or is otherwise found inappropriate in Onchenda's opinion. Onchenda reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, Onchenda may disclose the Member's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action, and Onchenda shall not be liable for damages or results thereof and Member agrees not to bring any action or claim against Onchenda for such disclosure. In connection with any of the foregoing, Onchenda may suspend or terminate the Account of any Member as Onchenda deems appropriate in its sole discretion.

3.8 Each Member agrees to indemnify Onchenda, its employees, agents and representatives and to hold them harmless, from any and all losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from its submissions, posting of materials or deletion thereof, from such Member's use of the Service or from such Member's breach of this Agreement or the Terms of Use. Each Member further agrees that Onchenda is not responsible for, and shall have no liability in connection with, any material posted by such Member or third parties, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each Member. Onchenda

reserves the right; at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with Onchenda in asserting any available defenses.

3.9 Termination by Vendor: Vendor may terminate participation any time without notice. Vendors' profile and products are under their control through the vendor dashboard.

4. TRANSACTIONS BETWEEN BUYERS AND VENDORS

4.1 Through the Sites, Onchenda provides an electronic web-based platform for exchanging information and concluding sale and purchase transactions of products and services online between buyers and Vendors. Onchenda reserves the right to limit certain features and functions of the platform to prescribed Members. Despite the provision of the platform through the Site, Onchenda does not represent the seller or the buyer in specific transactions whether or not such transactions are made on or via the Site. Onchenda does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Site or the ability of the suppliers to complete a sale or the ability of buyers to complete a purchase.

4.2 Members are hereby made aware that there may be risks of dealing with people acting under false pretenses. Onchenda uses several techniques to verify the accuracy of the information our users provide us when they register on the Sites. However, because user verification on the Internet is difficult, Onchenda cannot and does not confirm each free member's purported identity shown on the Sites and can only use reasonable efforts to verify the personal identity of the representative of a seller opening a storefront on our platform. We encourage you to use the various tools available on the Site, as well as common sense, to evaluate with whom you are dealing.

4.3 Each Member acknowledges that it is fully assuming the risks of purchase and sale transactions when using the Site to conduct transactions. Such risks shall include, but are not limited to, misrepresentation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective products, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract and transportation accidents ("**Transaction Risks**"). Each Member agrees that Onchenda shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

4.4 Members are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the Site, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.

4.5 Member agrees to provide all information and materials as may be reasonably required by Onchenda in connection with its transactions made via the transactional platform on the Site. Onchenda has the right to suspend or terminate any Member's Account if the Member fails to provide the required information and materials.

4.6 In the event that any Member has a dispute with any party to a transaction, such Member agrees to release and indemnify Onchenda (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction.

5. USE OF DISCUSSION BOARDS ON THE SITE

5.1 Onchenda provides its Members use of discussion boards on the Site free of charge to promote and encourage open, honest and respectful communication between all of our Members. The discussion boards on the Site shall not be used as a marketing platform by Members and Members shall not post any information relating to trade leads, promotion of their products or their company profile.

5.2 Each Member acknowledges that all data, text, software, music, sound, photographs, graphics, video, messages or other materials ("content"), whether publicly posted or privately transmitted through a discussion board on the Site, are the sole responsibility of such Member from whom the content originated. This means that the posting Member, and not Onchenda, is entirely responsible for all content that is uploaded or posted

via our discussion boards on the Site. Onchenda does not control the content posted via discussion boards and therefore does not guarantee the accuracy, integrity or quality of such content.

5.3 Onchenda reserves the right to delete or edit any postings in its sole discretion without prior notice. Onchenda may monitor posting activities of any Member who is in breach of this Agreement and may restrict their ability to post messages on the discussion boards on the Site. Under no circumstances will Onchenda be liable in any way for any content, including (without limitation) any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of the discussion boards by such Member. Each Member agrees to evaluate and bear all risks associated with the use of any content including any reliance on its accuracy or completeness. Each Member understands that by using the Onchenda discussion boards on the Site, such Member may be exposed to content that is offensive, indecent or objectionable.

5.4 Without prejudice to each Member's responsibilities under Clause 3 of this Agreement, each Member agrees not to use the discussion boards on the Site to:

a)	upload, post or e-mail any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
b)	harm minors in any way;
c)	impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or disguise the origin of any content;
d)	"stalk" or otherwise harass another;
e)	collect or store personal data about other users;
f)	upload, post or e-mail any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
g)	upload, post or e-mail any content that infringes any intellectual property rights or other legitimate rights of any party;
h)	upload, post or e-mail any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", or any other form of solicitation;
i)	upload, post or e-mail any content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
j)	upload, post or e-mail any content that contains a complaint regarding Onchenda's services or refers to such a complaint on the Site or to any other Members; any such complaint must be directed to the customer service e-mail on the Site; or
k)	violate any applicable national or internal laws or regulations.

5.5 Each Member acknowledges that Onchenda does not pre-screen content but that Onchenda shall have the right (though not the obligation) in its sole discretion to move, modify or remove any content that is posted or uploaded on the discussion boards on the Site.

5.6 Each Member grants to Onchenda a perpetual, world-wide, royalty-free irrevocable, non-exclusive license (including the right to sub-license through multiple tiers) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any content (in whole or part) such Member uploaded, posted or supplied to Onchenda for posting on the Sites and/or to incorporate such content in other works in any form, media or technology now known or developed.

5.7 Each Member shall indemnify and hold Onchenda and its subsidiaries, affiliates, employees, officers, agents or partners harmless from and against any direct or indirect loss or damage (including consequential loss and loss of profits, goodwill or business opportunities) arising from any third party claim in relation to any content such Member uploaded, posted or e-mailed on or through the discussion boards on the Site, such Member's use of the discussion boards on the Site, or such Member's breach of the provisions set out in Clause 5.4.

5.8 On being made aware of any such breaches, Onchenda may ban, delete or prohibit any content that relates to those breaches or that Onchenda in its sole discretion consider to be harmful to the public or the rights of Onchenda or any of its affiliates, licensors, partners or Members.

5.9 Onchenda reserves the right to take whatever action it deems necessary to prevent a Member's breach of Clause 5.4 including the following:

a)	issue a warning letter to the relevant Member (where the breaches are deemed by Onchenda to be minor); or
b)	ban the relevant Member from discussion boards on the Site (where the breaches are deemed by Onchenda to be major).
All incidents will be logged and Onchenda's decision shall be final in all such cases.	

5.10 All information and/or other content posted on the Site by the Onchenda service team or by Members or third-party partners is supplied for information purposes only and shall not under any circumstances be construed as legal and/or business advice or a legal opinion. Members are encouraged to seek independent professional advice in such situations.

6. LIMITATION OF LIABILITY

6.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ONCHENDA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED.

6.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONCHENDA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITE.

6.3 Any material downloaded or otherwise obtained through the use of the Service is done at each Member's sole discretion and risk and each Member is solely responsible for any damage to its computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by any Member from Onchenda or through or from the Service shall create any warranty not expressly stated in this Agreement.

6.4 The Site may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall Onchenda and its affiliates be held liable for any such services or products.

6.5 Under no circumstances shall Onchenda be held liable for an delay or failure or disruption of the Service resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

6.6 Onchenda shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort or otherwise or any other damages resulting from any of the following:

a)	the use or the inability to use the Service;
b)	any defect in goods, samples, data, information or services purchased or obtained from a Member or a third-party service provider through the Site;
c)	unauthorized access by third parties to data or private information of any Member;
d)	statements or conduct of any user of the Site; or
e)	any other matter relating to the Service however arising, including negligence.

6.7 Notwithstanding any of the foregoing provisions, the aggregate liability of Onchenda, its employees, agents, affiliates, representatives or anyone acting on its behalf with respect to each Member for all claims arising from the use of the Service or the Site shall be limited to US\$100. The preceding sentence shall not preclude the requirement by the Member to prove actual damages. All claims arising from the use of the Service must be filed within either one (1) year from the date the cause of action arose or such longer period as prescribed under any applicable law governing this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Onchenda is the sole owner or lawful licensee of all the rights to the Service. The Service embodies trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Service shall remain with Onchenda or its affiliates. All rights not otherwise claimed under this Agreement or by Onchenda are hereby reserved.

7.2 "ONCHENDA", "ANCHENDA" and related icons and logos are registered marks or trademarks or service marks of Onchenda Open Global Food Cooperative, Benefit Corporation, and related icons and logos are registered trademarks or trademarks or service marks of Onchenda in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

8. GENERAL

8.1 This Agreement and the Terms of Use constitute the entire agreement between the Member and Onchenda with respect to and governs the use of the Service, superseding any prior written or oral agreements in relation to the same subject matter herein.

8.2 Onchenda and the Member are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

8.3 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

8.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

8.5 Onchenda's failure to enforce any right or failure to act with respect to any breach by a Member under this Agreement will not waive that right nor waive Onchenda's right to act with respect with subsequent or similar breaches.

8.6 Onchenda shall have the right to assign this Agreement (inclusive all of its rights, titles, benefits, interests, and obligations and duties in this Agreement) to any person or entity (including any affiliates of Onchenda). The Member may not assign, in whole or part, this Agreement to any person or entity.

8.7 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH ACCORDING TO PARAGRAPH 1.1, AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UTAH COURTS. IF YOUR CONTRACT IS WITH ANCHENDA TAIWAN, THEN THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE REPUBLIC OF CHINA ("TAIWAN") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE TAIWAN COURTS.

8.8 If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail.

8.9 Mediation is a process under which parties submit their dispute to an impartial, neutral mediator who will work to achieve with the parties a mutually acceptable resolution of the dispute. The mediator is not empowered to impose a solution on the parties. The parties agree to first pursue in good faith the mediation of any dispute arising out of the subject matter of this agreement before resorting to arbitration or any other legal remedy. Mediation fees, if any, shall be divided equally among the parties involved. In the event the parties are unable to agree on a mediator, mediation services shall be provided by Dispute Resolution Specialists.