Pad2Pad Terms of Use

Terms of Use and Order Policies

Updated: November 5, 2026

We are delighted that you have chosen to create and order your custom-designed printed circuit boards ("Custom PCBs") through pad2pad.com. If this is your first time, welcome aboard; we look forward to cultivating a long-term, mutually beneficial relationship with you. If you are a returning customer, welcome back; we're delighted to see you again. In both cases, we hope that your new Custom PCBs will bring you personal satisfaction and professional success.

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. IF YOU ARE A CONSUMER, OR ARE LOCATED OUTSIDE THE UNITED STATES, CLAUSES 20 AND 21 EXPLAIN HOW THESE TERMS APPLY TO YOU.

These Terms of Use (the "ToUs") shall apply to the registration of users and subsequent use of the software license, Custom PCBs manufacturing services and website services (hereinafter collectively referred to as the "Services") offered by Micro Logic, Corp., a corporation operating and existing under the laws of the State of New Jersey, which shall include its successors-in-interests and assigns or any person acting on behalf of and with the authority of Micro Logic Corp. (hereinafter referred to as "We", "us" or "MLC"). These ToUs constitute an accepted Agreement between you ("You" or the "User") and MLC when you register, accept a Price Quotation (as defined herein), issue or send a purchase order or other writing expressing intent to proceed with the Agreement, and/or otherwise make use of the Services. The User and MLC shall collectively be referred to as the "Parties" and individually as the "Party".

You must read, agree to, and accept all of the terms of use contained in these ToUs, as well as the terms and conditions in the Privacy Policy, and the End User License Agreement (the "EULA") specified on www.pad2pad.com (hereinafter collectively referred to as the "Additional Terms"), in order to use our MLC website located at www.pad2pad.com (the "Site"), as well as all affiliated websites, including mobile websites and applications, including without limitation, whether owned and operated by us, or successors-in-interest, our Affiliates (defined below) or any third-parties (collectively, the "Locations"), and/or avail the Services.

These ToUs, as well as the Additional Terms constitute the complete and exclusive statement of the agreement (the "Agreement") of both the Parties with respect to the subject matter of this Agreement, and supersede all prior oral and written commitments, understandings, and communications between the Parties regarding such matters, and the ToUs and Agreement shall not in any manner be impacted by any of the terms and/or conditions provided by You by way of any communication, purchase order or other writing. If there is a conflict between or among, on the one hand, the ToUs and/or the Agreement, and, on the other, any terms and/or conditions provided by You, the ToUs and the Agreement shall control. MLC may, at its sole discretion, amend the Agreement, from time to time, by displaying the revised version(s) of the same on the Site. Any continued use of the Services by the User after the revised Agreement has come into effect shall be deemed as the User's consent to such revised Agreement. In the event of a conflict between these ToUs and the Additional Terms, these ToUs will control unless the Additional Terms explicitly state that they control. In addition, this Agreement constitutes an offer limited to its terms only, notwithstanding and expressly excluding additional or different terms contained in, without limitation, any request for quotation, purchase

order, website and/or other agreement. The only additional terms in a request for quotation, purchase order, website or other writing that shall apply, if accepted by MLC, shall be terms regarding the description, price, quantity, and shipping destination, and any and all other terms and conditions shall be excluded and deemed inapplicable. Without limiting the foregoing, payment, credit and due-date terms in any purchase order or other User writing do not apply except as provided in Clause 7.6A(g).

1. DEFINITIONS

1.1. "Accepted Order" means an accepted Order for Custom PCBs, the Design and Custom PCBs Price which have been approved and accepted by MLC, for manufacture.

1.2. "Account" has the meaning given to the term in Clause 2.1 below.

1.3. "Additional Charges" has the meaning given in Clause 7.2.

1.4. "Advance Payment" means any Prepayment or Deposit.

1.5. "Affiliate" means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with MLC.

1.6. "Approved Credit Account" has the meaning given in Clause 7.6A(g).

1.7. "Balance" means the Custom PCBs Price less any Advance Payment, plus any Additional Charges.

1.8. "Completion" means the point at which the Custom PCBs in an Accepted Order, or any portion of them, have been manufactured and inspected and are ready to ship, whether or not they have shipped.

1.9. "Completion Notice" means MLC's email or Account notice to the User that an Accepted Order, or a portion of it, has reached Completion.

1.10. "Consumer" means an individual who orders Custom PCBs primarily for personal, family or household purposes.

1.11. "Contractor" means parties engaged by MLC to assist in the provision of the Services to the User.

1.12. "Credit Terms" has the meaning given in Clause 7.6A(g).

1.13. "Current Version" means a version of the Software or Site that is currently being supported by MLC.

1.14. "Custom PCBs" has the meaning given to the term in the introductory paragraph of these ToUs.

1.15. "Custom PCBs Price" means the price payable by the User to MLC as consideration for the fabrication of the Custom PCBs (inclusive of shipping costs), as advised by MLC in a Price Quotation and an Accepted Order.

1.16. "Deposit" means the portion of the Custom PCBs Price paid by the User when placing an Order under Clause 7.6A(a)(ii).

1.17. "Deposit Option" has the meaning given in Clause 7.6A(a)(ii).

1.18. "Design" means the design created by the User using the software, or through other means, for the Custom PCBs, which the User wishes to have manufactured by MLC pursuant to and in accordance with the corresponding Order, including all documents and information, datasets, software or information contained in the documents.

1.19. "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967 and Intellectual Property.

1.20. "Net Terms Request" means MLC's application form by which a User asks to be invoiced on Credit Terms.

1.21. "Order" means the request for manufacture and subsequent purchase of the Custom PCBs in accordance with the Design made by User for the provision of Service to User by MLC.

1.22. "Payment Method" means a valid credit card, debit card or charge card issued by a bank acceptable to MLC, ACH transfer or wire transfer, or such other method of payment as MLC may accept from time to time in our sole discretion.

1.23. "Permitted Purpose" means purchasing Custom PCBs and using the Service for legal personal or business purposes.

1.24. "Prepayment" means payment of the full Custom PCBs Price when an Order is placed under Clause 7.6A(a)(i).

1.25. "Price Quotation" means MLC's quotation of the Custom PCBs Price for an Order, as displayed on the Site or otherwise provided by MLC, subject to Clause 6.3.2.

1.26. "Services" means any and all services agreed upon, including without limitation the Software license, manufacturing services, and website services performed for and/or delivered to Users for the Custom PCBs specified by the User in the Order.

1.27. "Software" means the Pad2Pad software application which the User may use under license from MLC, pursuant to the EULA, to create the Design(s) for the Custom PCBs.

1.28. "Substantial Change" means a change to the terms of the Agreement that reduces your rights or increases your responsibilities.

1.29. "User" means any authorized User who has created an Account, and is or will be utilizing the Site for personal, consumer, and/or commercial purposes.

2. ACCOUNT REGISTRATION

2.1. All Users shall apply to MLC for use of the Services by registering for a unique User account on the Site ("Account").

2.1.1. User Account Registration Requirements and Eligibility:

2.1.1.1. The User shall register for an Account by providing all requisite information, in the prescribed form(s) available on the Site. MLC shall be entitled at its sole discretion to accept or reject such MLC Account applications.

2.1.1.2. By registering for an Account on the Site, or by clicking to accept this Agreement when prompted on the Site, the User has been deemed to have executed this Agreement electronically, effective on the date the User registers their Account or clicks to accept

the Agreement. The User's Account registration constitutes an acknowledgement that they are able to electronically receive, download, and print the Agreement, and any amendments thereafter.

2.1.1.3. The User represents, acknowledges, agrees, and affirms the following:

A. the User shall use the Site and the Services solely for the Permitted Purpose;

B. the User shall comply with all applicable laws and regulations with respect to his or her use of the Site and the Services;

C. the User is an individual 18 years or older, with the full capacity to enter into legally binding contracts;

D. the User shall be financially responsible for its use of the Site and the purchase of Services, where applicable;

E. the User is not a citizen or resident of a geographic area in which access to or use of the Site or the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; and the User agrees that if the User's country of residence or other circumstances change such that the above representations are no longer accurate, that the User shall immediately notify MLC of the same and cease using the Site and Services forthwith.

2.1.1.4. For the purpose of availing Accounts and Services, the User is required to have:

A. A valid email address; and

B. Reached the age of majority.

2.1.2. MLC may discontinue the Services and/or the Account for the User at its sole discretion any time without assigning any reason. Discontinuance does not relieve MLC of its obligations, or the User of its payment obligations, under Accepted Orders already placed.

2.1.3. Proper identification of the User may be required, at the time of opening the Account subject to the verification as per MLC's internal policy / procedures. All User Accounts, at the time of registration and from time to time thereafter, shall be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm the User's identity and their capacity to enter into this Agreement with MLC. The User authorizes MLC, to directly or through third parties, make any and all inquiries necessary to validate the User's identity and confirm their ownership of their email address or financial accounts, subject to applicable law. When requested, User must provide MLC with such information about themselves.

2.1.4. Any User opening or operating an Account is deemed to have read, understood and accepted the Agreement, and any and all amendments from time to time to the aforementioned by MLC.

2.1.5. MLC reserves the right to avail and access User identification-related data obtained through the Account registration of the User.

2.1.6. The User agrees to provide true, accurate, and complete information on its Account and all registration and other forms they access on the Site or provide to MLC, and to update the User's information to maintain its truthfulness, accuracy, and completeness. The User agrees not to provide and to correct any information about their location, billing / financial details, contact

information, or their delivery address that the User has provided that is or becomes false or misleading.

2.1.7. The User shall not register for more than one User Account without express written permission from MLC, and the User shall not ask or allow another person to access a User Account on their behalf, for their use or benefit.

3. ATTRIBUTES OF ACCOUNTS

3.1. Only one Account may be opened per User.

3.2. The grant to, and operation of Account and Services by a User is not transferable under any circumstance and an Account may only be created and operated by the individual / company / legal entity under whose name it is registered.

3.3. Each Account shall be linked to the User's registered email address, which shall be quoted in all correspondence with the User relating to the Account and Services.

3.4. In the event that any Government and/or regulatory authority imposes any levies, from time to time, arising out of any transactions with, or operation of the Account, the Site, and/or the Services, MLC reserves the right without prior notice to the User to charge the User for any resulting expenses, fees, withholding tax, tax, duty, or any other cost, service charges or expenses arising as a result of such levies. All applicable taxes shall be recovered as per tax laws in force. Failure to do so shall result in recovery of the service charge by MLC in a manner as MLC may deem fit along with such interest charges, if any, from the User's Payment Method on file, without any liability to MLC.

3.5. The Parties hereby agree that if the User opens further accounts with MLC and/or subscribes to any of the products/services of MLC or any of the Affiliates, and MLC extends the Services to such accounts, products or services and the User opts for use thereof, then this Agreement shall automatically apply to such further use of Account and Services by the User.

3.6. This Agreement is in addition to and not in substitution for the specific terms and conditions, rules and regulations, procedures of MLC following various types of accounts and all services offered to User from time to time.

4. USAGE OF ACCOUNT / DORMANCY

4.1. In order to use the Service, the User must be registered for an Account.

4.2. Transaction requests shall be authorized only through the User's email address (or password, if prompted by MLC to create a unique password at the time of registration) via the registered Account.

4.3. In case of MLC receiving official notice, or as and when MLC becomes aware of it from any other reliable source, regarding the demise of a User, MLC shall stop operations immediately in the account and will not be obliged to allow any operation or withdrawal except on production of a Succession Certificate or other Court orders, from a Court of competent jurisdiction.

4.4. Any discrepancy in the Account activities for transactions and receiving of alerts should be promptly brought to the notice of MLC by the User in writing within 24 hours from the date of transaction, failing which the said activities of the Account and/or receiving of alerts shall be deemed to be finally and conclusively non-discrepant and accepted by the User, for all purposes whatsoever. In the case of any error, MLC reserves its rights, at all times to make adjusting entries to rectify the error without

notice and inform the User subsequently, and recover any amount wrongly paid or credited to the User and/or any third-party together with any accrued interest charges. However, MLC shall not be liable for any loss or damage due to such error(s) or any consequential loss arising therefrom to the User and/or any third-party. Nothing in this Clause 4.4 or in Clause 5 limits any right the User has under the Fair Credit Billing Act, Regulation Z, the Electronic Fund Transfer Act, Regulation E, or the rules of the User's card issuer to dispute a charge.

4.5. In accordance with this Agreement, the User may be entitled to receive certain records from MLC and/or MLC's Affiliates, such as contracts, notices, and communications, in writing (hereinafter collectively referred to as the "Records"). To facilitate the User's use of the Site and the Services, the User hereby consents to being provided these Records by MLC electronically instead of in paper form. The User shall be responsible for retaining copies (whether soft copies or hard copies) of all such Records duly communicated to the User by MLC. However, MLC reserves the right, in its sole discretion, to communicate with the User via postal service and other third-party mail services using the address under which the Account is registered. The User's consent to receive Records electronically shall remain effective until and unless it is expressly withdrawn in writing by the User by contacting Customer Support. Withdrawal of User's consent to receive such Records electronically ("Withdrawal"), shall cause the User's access to the Site and the Services to be revoked, and the User shall no longer be permitted to use the Site or the Services. Withdrawal shall be effective only after MLC has had a reasonable period of time to process the request for Withdrawal. Please note that Withdrawal shall not apply to records and notices electronically provided by MLC to the User before the Withdrawal becomes effective.

4.6. The User shall be responsible for keeping all contact information (including without limitation all email addresses and postal addresses) in MLC's records up-to-date by promptly notifying MLC of its current contact information, as well as any changes to the same, as soon as those changes occur.

4.7. By entering into this Agreement, the User acknowledges and confirms that the User possesses all of the hardware and software necessitated to receive all electronic notifications and Records as may be provided by MLC, such requirements which may be amended by MLC from time to time, including without limitation:

4.7.1. a valid and current email address;

4.7.2. a data plan, or internet connection for your smartphone device;

4.7.3. Software, browsers, plugins, or other mobile and/or computer applications and programs identified on the Site in their Current Versions. The use of other browsers, or any of the aforementioned items in any version that is not the Current Version, may lead to compatibility issues;

4.7.4. a mobile and/or computer device with an operating system capable of supporting the afore-mentioned items.

5. SECURITY

5.1. If the User is prompted to create a password for the Account in accordance with Clause 4.2 hereinabove, MLC shall not be liable to the User or any third-party, if anyone gets / has access to User's Account password and/or mobile device with the Site, and the User fails to inform MLC. The Orders, Design(s), any transaction(s) done, and/or instructions sent on the Account by the unreported

and unauthorized user shall be considered legitimate and shall be acted and/or relied upon by MLC. MLC accepts no liabilities and shall not be held liable for compensation against any resulting User's loss.

5.2. The User irrevocably and unconditionally undertakes to ensure that the User's password and other Confidential Information is kept confidential and to not let any unauthorized person have access to the User's computer or mobile phone and/or the password.

5.3. Subject to Clause 4.2 hereinabove, the security of the password must not be endangered or compromised by choosing a password that can be easily guessed, such as four (4) of the same numbers or numbers in sequence such as 1234.

5.4. The User hereby acknowledges, agrees, and confirms that the User's registered mobile phone/SIM shall only be used by the User and he/she shall take all necessary precautions and care to ensure that the same are not misplaced, lost or stolen. If User's registered mobile phone/SIM is lost or stolen, User shall immediately notify his/her mobile operator to block and prevent misuse of the mobile phone/SIM. The User shall also promptly notify MLC's Customer Service to block access to his/her Account, failing which, MLC shall not be held liable for any cost, charges, expenses, losses (direct, indirect or consequential), claims (including third party claims) or damages suffered or incurred by the User. The time at which MLC receives instructions to block access to the Account shall be determined and certified by MLC and such determination shall be binding and conclusive on the User.

5.5. If the User believes that his/her Account has been accessed without his knowledge or consent, or that their password has been fraudulently used, they shall contact MLC immediately to block account.

5.6. MLC shall not be required to independently verify the User Instructions and shall be effective unless countermanded by further instructions from the User within reasonable time frame. MLC shall have no liability whatsoever if it does not or is unable to stop or prevent the implementation of any such countermanded User Instruction.

5.7. All instructions for operating the Accounts and availing Services shall be given by the User ("User Instructions") in the manner prescribed by MLC. The User is also responsible for the accuracy completeness and authenticity of the payment instructions provided to MLC and/or its Affiliates and the same shall be considered to be sufficient to operate the Accounts.

5.8. The User Instructions shall be affected only after authentication of the User in accordance with the prescribed procedure for the Account.

5.9. All the records of MLC generated by the User Instructions, (including the time of the transaction and payments requested when availing Services and using the Account), recorded shall be conclusive proof of the genuineness and accuracy of the transaction and accompanying User Instructions.

5.10. When a User provides payment instructions and the same are received by MLC, transaction shall be deemed to be fixed and finalized and User may not subsequently raise any objections with respect thereto. Once the User Instructions are received the transaction may not subsequently be changed or reversed in any way, except for refunds or credits provided under Clauses 6.3, 6.3.2, 6.3.3, 6.3.5, 6.3.6, 6.7.4, 6.7.8, 7.6A, 7.7.2 or 15.2 and the rights preserved in Clause 4.4. MLC may seek clarification on User Instructions as and when it deems fit.

5.11. MLC may refuse to comply with the User Instructions without assigning any reason whatsoever and shall not be under any duty to assess the prudence or otherwise of any User Instruction and have the

right to suspend the operations through standard process if it has reason to believe that the User Instructions will lead or expose to direct or indirect loss or may require indemnity from the User before continuing to operate Account.

5.12. The User undertakes and agrees not to use or permit the use of Account and Services for any illegal or improper purposes and shall comply with all applicable laws and regulations governing the Accounts. The User shall be held liable for any illegal funds transfer and money laundering done through their Account.

6. SERVICES AND ORDER BASICS

6.1. The Site is an online portal for Users to select and place Order(s) for manufacture of Custom PCBs pertaining to the Accepted Design specified by the User in the Order. Subject to the Agreement, MLC provides the Services to Users, including hosting and maintaining the Site.

6.2. **Designs.** Users shall browse the Site and use the Software pursuant to and in accordance with the Software License granted to the User under the EULA, to create a Design for Custom PCBs sought to be purchased by the User. The User shall also have the option of providing MLC with a Design created using a source, other than the Software.

6.2.1. Software version. If using the Software to create the Design, the User hereby agrees to upgrade to the Current Version of the Software prior to placing an Order. MLC shall not be liable for any errors caused by use of Software versions other than the Current Version.

6.2.2. Although the data provided in the CAD software, including but not limited to footprints and component data, was created with reasonable care, it is the User's responsibility to verify that the specific data used meets the User's Design specifications. For footprints, the User hereby agrees to verify that the footprint spacing, layout, pin orientation/numbering, pad sizes, assigned drill sizes and silk screen are correct prior to submitting the corresponding Order.

6.3. **Orders and Accepted Orders.** All Designs must be submitted to MLC for acceptance and approval through the User's completion of an Order. The User shall provide the Design for the Custom PCBs of its choice, and provide the relevant delivery address and Payment Method when placing the Order. Unless the User has an Approved Credit Account, payment under Clause 7.6A(a) is collected when the Order is submitted. MLC shall review the User's Order request and terms, and the Design submitted. If the Design and corresponding Custom PCBs Price within a submitted Order is accepted and approved by MLC, the corresponding Order shall then be deemed an Accepted Order, and the remaining payment terms of Clause 7.6A shall apply. If the Design and/or Custom PCBs Price is not accepted and approved by MLC, then MLC shall notify the User in writing of such rejected Order, may, without being obligated to, advise the User on the reasons for rejection / deficiencies in the Design or inadequacies in the Custom PCBs Price, and shall refund all amounts paid for that Order under Clause 7.6A(c).

6.3.1. **Order Confirmations.** MLC shall send a confirmation email upon receipt of each Order to the User's designated email address. It is the User's responsibility to check and ensure that MLC's e-mail address is not blocked by the User's spam filters, and to check the User's email program's junk folder for the confirmation email. In the event that the User cannot find or did not receive a confirmation email against submission of an Order, it shall be the User's responsibility to contact MLC to confirm MLC's receipt of said Order. To avoid any double-ordering (and double-billing), the User shall only resubmit an Order to MLC, if MLC confirms in writing that the original Order

was not received. Due to the intentional similarity of many orders, MLC shall not screen for duplicate Orders, nor have any responsibility or liability to do so. In the event that the User accidentally places a duplicate Order, the User shall notify MLC immediately to cancel the duplicate Order, otherwise all such Orders shall be processed for consideration, and if they are confirmed as Accepted Orders, the User shall be charged under Clause 7.6A, or the cancellation charges calculated under Clause 6.3.4 if cancelled before Completion.

6.3.2. Custom PCBs Price Quotations. While Custom PCBs Price estimates and quotations are generally accurate, they are subject to upward or downward adjustment by MLC after MLC has received the Order, but prior to confirming an Accepted Order. Custom PCBs Price adjustments may be invoked to accommodate many factors, including but not limited to unusual Designs, specific customization requests made by the User, and unexpected market fluctuations affecting the availability and price of shipping and/or raw materials. If a Custom PCBs Price adjustment is made, the User shall be notified via the e-mail address supplied by the User. The User shall be given ten (10) business days to accept the new Custom PCBs Price (all other terms will remain unchanged) or to cancel the Order. If the User accepts, MLC will charge or refund the resulting difference in the Advance Payment, with any refund made within sixty (60) days. If the User cancels, or does not respond within the ten (10) business days, MLC shall cancel the Order and refund all amounts paid under Clause 7.6A(c), with no cancellation charges. When quoted specifications and Gerber files differ, Pad2Pad manufactures per Gerber files. When appropriate the quote will be revised under this Clause, which may extend lead times.

6.3.3. Declined Orders. Sometimes, a Custom PCB will prove technically or economically impracticable to fabricate as ordered. MLC reserves the right to decline fabrication of a Custom PCB and the corresponding Order, in MLC's sole discretion. In the event of an Order being declined, MLC will refund all amounts paid for the declined Custom PCBs under Clause 7.6A(c), and the User shall not otherwise hold MLC liable for any inconvenience or losses incurred by the User for such declined Order, for any reason whatsoever. If the User orders more than one Custom PCB at one time in a given Order, and MLC declines the production of fewer than all of the Custom PCBs, MLC shall issue an Accepted Order on the basis of a partially accepted Order, removing the declined Custom PCBs, any remaining Custom PCBs shall be manufactured, and paid for, per the terms of the Accepted Order.

6.3.4. Canceling / Modifying Orders. The Custom PCBs provided by MLC are custom fabricated products, and not stocked items. For this reason, once an Order is confirmed as an Accepted Order, the User may cancel or modify the Accepted Order, in whole or in part, subject to payment of all cancellation/modification charges, as advised by MLC in writing and as calculated by MLC at the time of the request for such cancellation or modification. Cancellation and modification charges are MLC's reasonable costs incurred or irrevocably committed as of the request, including material, CAM and engineering, setup, tooling, outside processing and work completed, plus a cancellation fee of fifteen percent (15%) of the Custom PCBs Price of the cancelled Custom PCBs, and the Advance Payment is applied to them under Clause 7.6A(d). This Clause does not apply to cancellations under Clauses 6.3.2, 6.3.3, 6.3.5, 6.3.6 or 6.7.4, which are refunded in full under Clause 7.6A(c). After MLC accepts an Order, the User is responsible for any delivery delays or charges, in addition to the original price, due to a User-requested change that is agreed to in writing by MLC.

6.3.5. MLC's Modification of Orders. MLC reserves the right to cancel any extant Accepted Order if manufacturing the desired Custom PCBs is found to be technically or economically impractical, in which case MLC will refund all amounts paid for the cancelled Custom PCBs under Clause 7.6A(c). In the alternative, MLC may modify specifications or manufacturing processes, provided the modifications do not adversely affect the form, fit, or function of the Custom PCBs, as specified in the Design of the Accepted Order.

6.3.6. Custom PCBs Price/Description Changes. All Prices, pictures, and descriptions are subject to change. MLC is not responsible for Price, typographical, or other errors in any Price estimate or Site description, and it reserves the right to cancel or refuse, in its sole discretion, any Orders and Accepted Orders resulting from such errors. If MLC cancels an Order under this Clause, it will refund all amounts paid for that Order under Clause 7.6A(c).

6.4. Checklist. The Site provides a checklist designed to help the User minimize errors when placing an Order. The User hereby agrees to carefully review and attend to the checklist prior to placing any Order(s) and to attend to any warnings or advisories provided by the Software, if used. The User also hereby acknowledges and agrees that User understands that the checklist is not absolute and/or conclusive, and that no checklist can cover every possibility, and is to be supplemented with the User's common sense and due care.

6.5. MLC shall ship the Custom PCBs in accordance with the details in the Accepted Order to the User.

6.6. Custom PCBs Design and Manufacture:

6.6.1. CAD Warnings. The CAD software utilised by the User for the Design may provide warning messages. It is recommended that the User resolve warnings prior to ordering. In the event that a problem occurs with the Custom PCBs relating to a warning that the User did not resolve, the User agrees to accept those Custom PCBs, regardless of whether they deviate from the User's specifications. In the event that a problem occurs during manufacturing relating to a warning that the User did not resolve, and MLC deems it appropriate to stop manufacturing the Custom PCBs, the User shall be responsible for payment of work done and all related costs actually incurred by MLC.

6.6.2. Test Runs. While MLC appreciates and encourages the placement of large Orders, it also prefers the User to be satisfied with the finished Custom PCBs before the User commits to large production runs of said Custom PCBs. If the User is working with a new Design, or is unsure how a particular design or material will function in a specific context, MLC recommends that the User place a smaller "test run" Order first, then follow up with a larger Order once the User is comfortable that each Custom Part, as designed, is suitable for the User's needs. However, this is merely a suggestion, and MLC shall bear no liability for towards the User, for the User's following or ignoring of such suggestion.

6.6.3. Mating Parts. Similarly, if the User is designing Custom PCBs that mate together, MLC recommends that the User place a small "test run" Order, to ensure that the User's specifications translate properly into the physical objects that the User envisioned. The User is solely responsible for ensuring that the User's Designs mate properly and allow appropriate clearances/tolerances. Placing a small initial Order is the best way to do this. Once again, however, this is merely a suggestion, and MLC shall bear no liability towards the User, for the User's following or ignoring of such suggestion.

6.6.4. Absent Specifications. The CAD software or Software, as the case may be, used by the User may include common specification parameters such as material type, copper weight, silk screen color, etc.; however, no built-in list of specifications can be exhaustive to cover all possible needs. For example, there may be no built-in specifications for the material temperature strength, gold finish thickness, inner layers stack-up, and so on ad infinitum. It is the User's responsibility to provide any necessary or desired specifications as special text instructions, and the User shall not have the right to reject any Custom PCBs on the basis of specifications that were not explicitly stated in the corresponding Order and Accepted Order.

6.6.5. Material Properties. All Custom PCBs are subject to tolerances and variations consistent with usages of trade and uniform manufacturing practices concerning material properties (including but not limited to color, dimension, flatness, thickness, weight, straightness, sections, composition, weight, texture, tensile strength, torsional strength, heat resistance, electrical resistivity, and chemical reactivity). The User hereby acknowledges and accepts that there are normal variations in material properties, and that the Custom PCBs may vary within the range generally accepted as conforming within the trade. The material properties information presented by the Software for each material type are to be taken as general guides, and not as definitive specifications. This information is neither intended nor guaranteed to be comprehensive, and may not be error-free or apply specifically to your intended application of the Custom PCBs. If specific Material Properties or design elements are desired, the User must make independent verification from another source, prior to submitting an Order. As always, a small "test run" Order is advised, followed by a larger "full-scale" Order, if the User is satisfied by the Custom PCBs from the "test run" and all appropriate tolerances are specified.

6.6.6. Special Instructions. For Users using the Software, the "Special Requirements" feature allows the User to provide MLC with specific, detailed instructions to better help the User to customize the Designs submitted to MLC for fabrication. Additionally, for Designs developed without using the Software, the User may also provide additional, written instructions, as needed, in order to carry out the Design in the Order. MLC shall endeavor to interpret the User's instructions, but MLC must rely upon the User to be as clear and precise as possible, and MLC shall not be responsible for material or fabrication decisions resulting from errors, omissions, or ambiguities in the User's instructions.

6.6.7. General Safety Considerations. The User hereby acknowledges that the Custom PCBs ordered from MLC were not designed by MLC, nor does MLC have any control over their Design, or their use or misuse once they have been delivered to the User. It is the User's responsibility to create a functional, safe design, and to provide adequate safety devices and equipment to safeguard the end user and other persons and property from harm stemming from any particular use, operation, or setup, and to adequately conform to all Federal, State, and Local laws, rules, regulations, safety standards, and industry safety standards. Additionally, it is the User's responsibility to fully inspect all Custom PCBs for Design conformity, variation in material selection, defects in fabrication, defects in material uniformity or strength, and all other matters that could affect safety or performance. MLC shall not be liable in any manner whatsoever for the consequences of, or the results obtained through, the use or application of the Software, the submitted Designs, and/or the Custom PCBs, including but not limited to their use with or incorporation into weapons or other inherently dangerous instrumentalities. MLC shall not be responsible for any losses or damages sustained by the User or by any other party as a result of

the use, installation, or application of the Custom PCBs. Furthermore, the User shall indemnify and hold harmless MLC from any claims arising out of, connected with, or related to the use, installation, or application of the Custom PCBs.

6.6.8. **Assistance and Advice.** MLC does not claim any expertise in engineering, design, or any related spheres. Accordingly, if the Software or the MLC staff helps the User create or modify a Design, or offers suggestions or advice in any other way, such assistance and/or advice are general suggestions only, and are not intended to replace consultation with engineers, other suitably trained professionals, or resource materials. It is the User's final responsibility to review carefully the Design, and the User takes any advice or suggestions provided by the Software or the MLC staff at the User's own risk. The User assumes full final responsibility for checking correctness, dimensions, safety, applicability, and functionality, including but not limited to all aspects of the supplied checklist, and the User also hereby accepts the Custom PCBs as if the User independently created the Design and performed all engineering, without assistance from MLC or the Software.

6.6.9. Life Support / Avionics / Other Safety-critical Applications. The Custom PCBs are not intended for sale as parts, components, or assemblies for the planning, construction, maintenance, operation, or use of any nuclear facility or weapons systems, or for use in aircraft flight, navigation, communication, or ground support equipment, or for use in medical systems or life-support equipment where the failure or malfunction of such Custom PCB can reasonably be expected to result in personal injury, or for use in other safety-critical applications. The User hereby agrees that, in the event that the User uses any Custom PCBs for such purposes, the User does so at its own discretion and risk, and that MLC shall not be liable, in whole or in part, for any claims or damages arising from such use. Furthermore, the User shall indemnify and hold MLC harmless from any claims arising out of, connected with, or related to the use and performance of Custom PCBs in such applications.

6.6.10. **Regulated Uses.** The User is solely responsible for assuring compliance with any and all statutory and/or regulatory requirements pertaining to the intended use of the Custom PCBs, either as delivered to the User or after having been incorporated into any system, product, device, apparatus, or mechanism, and the User shall indemnify and hold MLC harmless from any claims arising out of, connected with or related to the User's failure to do so.

6.6.11. **Duty to Inspect.** Upon receipt of the Custom PCBs the User shall have the responsibility of examining the packing carefully upon receipt, and advise the carrier of any visible damage at the time of delivery. If the User receives Custom PCBs that have been damaged in transit, the User shall keep the shipping carton, packing material, and the Custom PCBs intact, and take plenty of suitably-lit, high-resolution photos of ALL sides of the packaging.

6.6.12. **Duty to Notify MLC of Problems.** If the User believes that any part of the Accepted Order is missing, damaged, or defective, the User must so notify MLC, in writing, within ten (10) business days after the Custom PCBs arrival at the delivery destination specified in the Accepted Order. The User's written notice must set forth with particularity the manner in which the User believes that the delivered Custom PCBs do not comply with the Accepted Order or this Agreement. Failure to give MLC timely notice constitutes and demonstrates the User's approval and acceptance of the Custom PCBs, in the quantity and quality delivered.

6.7. Delivery of Custom PCBs

6.7.1. MLC's standard delivery method is UPS operated by United Parcel Service (please note that the United Parcel Service terms and conditions of delivery shall apply to all Accepted Orders so shipped).

6.7.2. In the event that the User requests expedited delivery terms in the Order, subject to MLC's approval of such expedited delivery term, additional carrier charges shall apply, and MLC shall inform the User of the same at the time of confirming the Accepted Order.

6.7.3. The User shall make all arrangements necessary to take delivery of the Custom PCBs whenever tendered for delivery. In the event that the User is unable to take delivery of the Custom PCBs at the nominated delivery address and for any reason MLC is required to re-deliver the Accepted Order, then MLC shall be entitled to charge a reasonable fee for the re-delivery.

6.7.4. **Shipping Delays.** Any delivery time or date given by MLC, including a quoted lead time, is MLC's good-faith estimate of when the Custom PCBs will ship. If MLC learns that it cannot ship an Accepted Order by the quoted ship date (or, if no ship date was quoted, within thirty (30) days after MLC receives a complete Order and payment), MLC will promptly notify the User, give a revised ship date if it has a reasonable basis for one, and offer the User the choice to consent to the delay or to cancel the Order. If the revised ship date is no more than thirty (30) days later than the original date, the User will be treated as consenting unless the User cancels before the Custom PCBs ship. If the revised date is more than thirty (30) days later, or MLC cannot give one, the Order will be cancelled unless the User expressly consents to the delay; a User who consents to an indefinite delay may cancel at any time before shipment. On any cancellation under this Clause, MLC will refund all amounts paid for the unshipped Custom PCBs under Clause 7.6A(c), and no cancellation charges apply. If the User consents to a delay, the User must accept delivery when tendered. A quoted ship date assumes any Balance is paid when due under Clause 7.6A(b); a hold caused by the User's failure to pay is not a shipping delay under this Clause. Except as stated in this Clause, MLC shall not be liable for any loss or damage incurred by the User as a result of the delivery being late.

6.7.5. **Consolidated, Tooling and Partial Shipments.** Each Accepted Order is charged under Clause 7.6A at Completion, even if the User has elected to hold it for consolidation into a single shipment with other Accepted Orders. For Custom PCBs requiring custom tooling (such as stencils, test fixtures or special panel tooling), tooling and test-run charges are due as stated in Clause 7.6A(e). Where portions of an Accepted Order reach Completion separately, Clause 7.6A(b) applies to each portion.

6.7.6. **Delivery Method.** The User shall have the option of selecting the mode and port of shipment, and MLC shall select the fastest and most economical means practicable to ship it to such port. MLC shall normally follow the User's shipping instructions, but reserves the right to ship Custom PCBs freight collect and to select the means of transportation and routing when the User's instructions are deemed unsuitable. If MLC selects the carrier, the cost of appropriate insurance shall be added to the Accepted Order and the Custom PCBs Price, in addition to shipping costs. If the User selects the carrier, the User has the option of insuring the delivery, an option which MLC strongly endorses for the User's protection.

6.7.7. **Title / Risk of Loss.** Except as provided in Clause 6.7.12, and regardless of the method of delivery, all shipments within the United States are F.O.B. the MLC New Jersey facility, and

shipments outside the United States are governed by Clause 21.3. Title and risk of loss or damage will pass from MLC to the User upon delivery of the Custom PCBs to the carrier.

6.7.8. Shipment Quantity. When MLC fabricates parts, it aims to supply whatever quantity the User has specified in the Order, plus or minus a certain amount to allow for fabrication errors and overages. This allowed variation is 5% rounded down to a whole number. Provided that MLC ships a quantity that is within the range indicated, Accepted Order shall be satisfied. If, however, the actual quantity shipped is less than the minimum indicated, the Custom PCBs Price shall be reduced in proportion to the quantity actually shipped, and MLC will refund or credit any overpayment within sixty (60) days of shipment.

6.7.9. Export Control Laws. The User acknowledges that Custom PCBs, and the transactions contemplated by this Agreement, are subject to the export control laws and regulations of the United States, and may also be subject to the customs and export laws and regulations of the country(-ies) in which the Custom PCBs are manufactured and/or received. The User hereby acknowledges that it is the User's sole responsibility to comply with and abide by those laws and regulations, and the User warrants and represents that the User shall do so. Under U.S. law, Custom PCBs may not be exported, re-exported, or transferred to restricted countries, restricted end-users, or for restricted end-uses. Compilations of restricted end-users include but are not limited to those that are maintained currently in the U.S. Department of Commerce's Denied Persons List, Entity List, and Unverified List, the U.S. Treasury Department's Specially Designated Nationals List, and the Department of State's List of Statutorily Debarred Parties. In addition, the Custom PCBs may not be exported, re-exported, or transferred to an end-user engaged in activities related to illegal weapons, including but not limited to weapons of mass destruction. Such activities also include, without limitation, those related to: (1) the design, development, production, or use of nuclear materials, facilities or weapons; (2) the design, development, production, or use of missiles or support of missile projects; and (3) the design, development, production, or use of chemical, biological, or other weapons. The User hereby indemnifies and holds MLC harmless from all loss, damage, expense, or liability to any/all parties incurred in connection with, or as a result of, such activities, or from the use of the Custom PCBs in connection with such activities, to the extent that such loss, damage, expense, or liability results–directly or indirectly–from any violation of this paragraph, and/or any of the EULA's restrictions. The User also warrants and represents that the User is not located in, or a resident or national of, a restricted country, and is not on any of the U.S. lists of restricted end-users, and is not engaged in or financially or materially supporting any activities related to illegal weapons (including but not limited to weapons of mass destruction) or other restricted or illegal activities. The User understands that the requirements and restrictions of U.S. law as applicable to the User may vary depending upon, among other things, the nature of the Custom PCBs, and may change over time, and that, to determine the precise controls applicable to each order of Custom PCBs, The User shall refer to the current U.S. Export Administration Regulations and the U.S. Foreign Assets Control Regulations, as well as any other applicable lists, laws, and regulations. The User agrees not to provide any written regulatory certifications or notifications on behalf of MLC. If delivery is to be made outside the United States, the User shall obtain and pay for any applicable permits, licenses, and/or other governmental authorization(s), and the User shall comply with all laws and regulations of both the United States and the destination country. The User shall indemnify and hold MLC harmless from any and all claims arising out of, connected with, or related to these promises, warranties, and representations, or the breach or

alleged breach of same. By placing an order for Custom PCBs, the User confirms explicitly that the User agrees to the foregoing, and acknowledges explicitly that the User promises, warranties, and indemnification obligations under this paragraph are ongoing and shall survive the consummation or termination of any transaction contemplated by this Agreement.

6.7.10. **Free Shipping Policy.** Pad2Pad's free shipping offer is automatically applied to orders shipped within the contiguous United States.

6.7.11. **Lead Times.** Lead times quoted are estimates and start on the later of: the next business day for orders placed after 11:00 am EST; the date of order modification; the date of providing all needed order information; the date of receipt of customer-supplied parts; and the date MLC receives the Advance Payment due under Clause 7.6A(a), or approval of an Approved Credit Account. Business days quoted are weekdays excluding US federal holidays: New Year's Day, Martin Luther King, Jr. Day, George Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

6.7.12. **Storage After Completion.** If Custom PCBs are held after Completion at the User's request (including for consolidated shipment or a later ship date) or pending payment of the Balance, MLC will store them at no charge for thirty (30) days after the Completion Notice. After that period, once all amounts due for the Accepted Order have been paid, MLC may ship the Custom PCBs to the User's address on file, with shipping charged to the User where the Order would not otherwise qualify for free shipping. Where Custom PCBs are held at the User's request after full payment, title and risk of loss pass to the User on the later of ten (10) days after the Completion Notice and the date full payment is received, and MLC thereafter holds the Custom PCBs as bailee for the User with reasonable care.

6.8. **Returns.** No Custom PCBs may be returned without prior authorization from MLC. After the User has provided MLC with the written notification described in Clause 6.6.12 above, the User shall contact MLC to request a Return Material Authorization ("RMA") number. No Custom PCBs shall be accepted for return without an RMA number. When any Custom PCBs are returned for examination and inspection, the User assumes responsibility for damage resulting from inadequate packaging and damage or loss in transit. The User must return all allegedly defective Custom PCBs, together with all packaging, manuals, and items included in the original box, along with a detailed explanation of the defect, within thirty (30) calendar days after the User's notice under Clause 6.6.12.

7. PRICES AND PAYMENTS

7.1. Custom PCB Prices for Custom PCBs shall be displayed on the Site and/or the Order and/or the Accepted Order(s), as the case may be, shall vary according to the specific type of Custom PCBs and the selected delivery period. Once an Order is confirmed as an Accepted Order, the Custom PCBs Prices quoted under that Accepted Order shall not be increased by MLC, unless the Custom PCBs have to be re-delivered in accordance with Clause 6.7.3 hereinabove.

7.2. Any additional charges due to re-delivery under Clause 6.7.3, additional charges resulting from any delivery delays due to a User-requested change that is agreed to in writing by MLC, or shipping charges under Clause 6.7.12 (hereinafter collectively referred to as the "Additional Charges") shall be charged by MLC to the User by using the Payment Method specified on the Order and/or any other Payment Methods specified on the User's Account, or invoiced to an Approved Credit Account.

7.3. Subject to Clause 7.1 hereinabove, MLC shall reserve the right to change the Custom PCBs Prices at the sole discretion of MLC, without any prior notice to the User.

7.4. Receipt by MLC of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honored, cleared, or recognized.

7.5. All Custom PCBs Prices, and Additional Charges on the Site, the Order(s) and the Accepted Order(s) are denominated in United States Dollars.

7.6. Payment Methods

7.6.1. To place an Order, the User must pay by an accepted Payment Method: credit card; debit card; charge card; ACH transfer; wire transfer; or any other method MLC accepts from time to time. MLC may require ACH or wire payment for any Advance Payment or Balance over $5,000. MLC does not store credit card or debit card information. Card details are collected and stored by MLC's third-party payment processor in accordance with the Payment Card Industry Data Security Standard (PCI DSS), and MLC keeps only a token that lets it charge the card. The User authorizes MLC to run authorizations on any card provided, to have its payment processor store the User's card details for future charges, and to charge the stored card for all Custom PCBs Prices and Additional Charges when due, including any Balance at Completion under Clause 7.6A(b). Where the User pays by ACH or wire transfer, or has not authorized a stored card, the User shall remit any Balance by an accepted method within five (5) business days after the Completion Notice.

7.6.2. By providing Payment Method information, the User represents, warrants, and covenants that:

A. the User is legally authorized to provide such information;

B. the User is legally authorized to perform payments using the Payment Method(s); and

C. such action does not violate the terms and conditions applicable to the User's use of such Payment Method(s) or applicable law.

7.6.3. By authorizing a payment using a Payment Method, the User represents, warrants, and covenants that there are sufficient funds or credit available to complete the payment of the Custom PCBs Prices, and the Additional Charges, if any, using the designated Payment Method. To the extent that any amounts owed under this Agreement cannot be collected from User's Payment Method(s), the User is solely responsible for paying such amounts by other means.

7.6A. Payment Terms.

(a) **Payment at Time of Order.** Payment is due when the User places an Order. Unless the User has an Approved Credit Account, the User shall pay either (i) the full Custom Parts Price, or (ii) a Deposit of forty to fifty percent (40–50%) of the Custom Parts Price, with the Balance due at Completion under Clause 7.6A(b) (the "Deposit Option"). Whether to offer the Deposit Option for any Order, and the Deposit percentage, are at MLC's sole discretion, and MLC may decline to offer it based on, among other things, Order value, Orders shipped outside the United States, or a prior payment from the User that failed or was disputed. MLC will send the User an invoice when any Advance Payment is charged.

(b) **Balance Due at Completion.** The Balance is due upon Completion. The User authorizes MLC to charge the Balance to the User's Payment Method at Completion without further authorization,

and MLC will send the User an invoice for the Balance when it is charged, with the Completion Notice. Completion may occur before shipment, including where the User requests a later ship date, consolidated shipping or a hold, or where shipment is delayed for reasons beyond MLC's control. If an Accepted Order reaches Completion in portions, MLC may charge a pro-rata share of the Balance as each portion reaches Completion. If the User paid a Prepayment, only Additional Charges, if any, are due at Completion, and MLC will send the Completion Notice with a paid-in-full invoice.

(c) **Refunds.** A User's right to a refund under this Clause arises on the earliest of: (i) the date MLC notifies the User that an Order, or any Custom PCBs in it, is not accepted, is declined or is cancelled by MLC under Clause 6.3, 6.3.3, 6.3.5, 6.3.6 or 13.1; (ii) the date MLC receives the User's cancellation under Clause 6.3.2 or 6.7.4; or (iii) the date an Order is cancelled automatically under Clause 6.3.2 or 6.7.4 (each, a "Refund Date"). MLC will refund all amounts paid for the affected Custom PCBs by the same method used for payment where possible, and otherwise by check or bank transfer, as follows: (1) for payments by debit card, ACH transfer, wire transfer or check, within seven (7) working days after the Refund Date; and (2) for payments by credit card or charge card, by crediting the card account within one (1) billing cycle after the Refund Date. For an Approved Credit Account, MLC will instead issue a credit memo cancelling any invoiced amount within one (1) billing cycle under its Credit Terms after the Refund Date. No cancellation charges apply.

(d) **Application of Advance Payment.** Advance Payments are applied to the Custom PCBs Price. If the User cancels or modifies an Accepted Order under Clause 6.3.4, MLC will notify the User of the cancellation or modification charges calculated under that Clause within thirty (30) days after receiving the request, may apply the Advance Payment to those charges, and will refund any remainder within sixty (60) days after that notice. If those charges exceed the Advance Payment, the User shall pay the difference.

(e) **Tooling.** For Orders requiring custom tooling (such as stencils, test fixtures or special panel tooling), the tooling and test-run charges are due in full at the time of Order and are stated separately on the Price Quotation; Clause 7.6A(a) applies to the rest of the Custom PCBs Price.

(f) **Failed Charges.** If a charge to the User's Payment Method is declined, MLC will notify the User, who shall pay within five (5) business days by another accepted Payment Method. MLC may suspend work on, or hold, the Custom PCBs until it receives payment in full.

(g) **Credit Terms.** MLC does not extend credit or net payment terms except to Users who have submitted a Net Terms Request and received written approval from MLC's accounting department, by email or by notification through the User's Account (an "Approved Credit Account"). Such approval is effective notwithstanding Clause 19.2 and shall state the payment period (the "Credit Terms") and any credit limit. For an Approved Credit Account:

1. MLC WILL INVOICE THE CUSTOM PCBS PRICE UPON SHIPMENT, OR, IF THE CUSTOM PCBS ARE HELD AFTER COMPLETION AT THE USER'S REQUEST, TEN (10) DAYS AFTER THE COMPLETION NOTICE, PAYABLE WITHIN THE PERIOD STATED IN THE CREDIT TERMS;

2. CLAUSES 7.6A(A) AND (B) DO NOT APPLY, UNLESS MLC REQUIRES AN ADVANCE PAYMENT FOR A PARTICULAR ORDER, SUCH AS AN ORDER EXCEEDING THE ACCOUNT'S CREDIT LIMIT OR ONE REQUIRING CUSTOM TOOLING;

3. MLC MAY SET, CHANGE OR REVOKE A CREDIT LIMIT OR THE CREDIT TERMS AT ANY TIME BY WRITTEN NOTICE, INCLUDING BY EMAIL OR ACCOUNT NOTIFICATION, WITH ANY CHANGE APPLYING TO ORDERS PLACED AFTER THE NOTICE; AND

4. AMOUNTS NOT PAID WHEN DUE ARE SUBJECT TO CLAUSE 7.7.

The terms of the Net Terms Request also apply to an Approved Credit Account; if they conflict with this Agreement, this Agreement controls, except that the Credit Terms, credit limit and any guarantee or security stated in the Net Terms Request or MLC's written approval control as to those matters. Payment terms in a User purchase order or other document do not apply unless they match the Credit Terms in MLC's written approval.

7.7. Non-Payment. Any Balance not paid within five (5) business days after the Completion Notice (or, if a charge to the User's Payment Method is declined, by the end of the period in Clause 7.6A(f), if later), or, for an Approved Credit Account, any invoice not paid by its due date under the Credit Terms, is overdue. In the event that the User either (i) cancels its debit, credit card, or charge card, (ii) initiates a chargeback that is not made in good faith, or (iii) commits any other act or omission which leads to a failure on part of the User to pay any Custom PCBs Prices and/or Additional Charges when due, MLC shall have the right to suspend or close the User's Account and revoke the User's access to the Services. Notwithstanding other remedies available to MLC under the law and under Clauses 7.7.1 and 7.7.2 below, the User must pay to MLC upon first demand all overdue amounts plus interest from the due date at the lesser of one and one-half percent (1.5%) per month (18% per year) or the maximum rate allowed by applicable law, plus reasonable attorneys' fees and other costs of collection to the extent permitted by applicable law. To the extent permitted by applicable law, MLC shall reserve the right to set-off amounts due against other amounts received from or held by MLC for the User, report suspected fraud to law enforcement authorities, and report payment history to credit reporting agencies.

7.7.1. Holding Custom PCBs. MLC may retain the Custom PCBs, and not ship them to the User, until all overdue amounts for the Accepted Order are paid in full. Interest under Clause 7.7 is the only late charge; no separate inventory carrying charge applies.

7.7.2. Disposal of Unpaid Custom PCBs. Title to Custom PCBs held by MLC stays with MLC until it passes under Clause 6.7.7, 6.7.12 or 21.3. If an overdue amount for an Accepted Order remains unpaid thirty (30) days after it became overdue, MLC may, after giving the User at least ten (10) days' written notice, scrap, recycle or otherwise dispose of the Custom PCBs comprising that Accepted Order, or any portion of them, without selling them to any third party. MLC may apply the Advance Payment and any scrap proceeds to the unpaid amount, accrued interest and MLC's

reasonable disposal costs. MLC will refund any part of the Advance Payment that exceeds those amounts within sixty (60) days after disposal, and the User remains liable for any shortfall.

7.8. **Taxes.** Any payments of the Custom PCBs Prices and/or Additional Charges due under the Services shall be subject to all applicable taxes under the law. All Custom PCBs Prices and Additional Charges are exclusive of sales taxes, unless otherwise expressly stated on the Site, the Order and/or the Accepted Order.

8. INTELLECTUAL PROPERTY RIGHTS AND SITE LICENSE

8.1. The User hereby warrants and represents that any and all Designs, plans, schematics, manufacturing specifications, and other order-related information submitted by the User, and the Custom PCBs manufactured or fabricated in accordance therewith, are the User's original inventions/works of authorship, designed and created/commissioned by the User, which do not by themselves, or as incorporated into any system, product, device, apparatus, or mechanism, or as used in a process– infringe or violate any Intellectual Property Rights (including but not limited to patent, copyright, trademark, or trade secret rights) of any third party. The User further warrants and represents that the Designs, plans, schematics, and manufacturing specifications submitted by the User, and the Custom PCBs manufactured or fabricated in accordance therewith, do not infringe on or violate any local, state, or federal laws, or any international laws, codes, or regulations. The User shall indemnify and hold harmless MLC against any and all claims arising out of, connected with or related to the foregoing warranties and representations.

8.2. The User retains all Intellectual Property Rights to, and MLC claims no rights in and to, the User's submitted Designs. MLC may disclose to its employees and third parties such information as is needed to perform Services in connection with creating and shipping the User's Accepted Order(s) and correcting technical issues. MLC shall keep confidential the User's identity and contact and payment information provided with the Accepted Orders, but the corresponding Design file may, under some circumstances, be provided to MLC suppliers for the purpose of provision of the Services.

8.3. MLC grants to the User a limited license to access and use the Site for the purpose of using the Services. The User shall only access (or attempt to access) the Site or Services by the interface provided, and the User shall not use information from the Site or Services for any purposes other than the purposes for which it was made available. The User shall not do any of the following without MLC's express prior written consent:

8.3.1. sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Site or Services in any way for any public or commercial purpose;

8.3.2. use any content of the Site or Services on any other website or in a networked computer environment for any purpose except User's own viewing;

8.3.3. frame or link to the Site or Services;

8.3.4. attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Site or the Services unless expressly permitted by applicable law; and/or

8.3.5. access the Services in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Services.

8.4. MLC and its licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Site and the Services. The logos and names are trademarks of MLC and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Site or the Services may be the trademarks of their respective owners. Except as expressly stated in this Agreement, nothing in the Agreement confers any license under any of MLC's or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

9. UNAUTHORIZED ACCESS AND USE; SITE INTERFERENCE; MALICIOUS SOFTWARE

9.1. The User shall not use any robot, spider, scraper, or other automated means to access the Site for any purpose without MLC's express written permission. The User further shall not:

9.1.1. access the audiovisual content available on the Site for any purpose or in any manner other than streaming;

9.1.2. take any action that imposes or MLC reasonably believes may impose (in MLC's sole discretion) an unreasonable or disproportionately large load on the Site's infrastructure;

9.1.3. copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Site) from the Site ("Content"), any software code that is part of the Site, or any services that are offered on the Site without the prior express written permission of MLC and the appropriate third party, as applicable;

9.1.4. interfere or attempt to interfere with the proper operation of the Site or any activities conducted on the Site;

9.1.5. bypass any of MLC's measures to prevent or restrict access to the Site or any subparts of the Site, including, without limitation, features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the content therein; transmit chain letters, or other unsolicited communications;

9.1.6. attempt to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Site;

9.1.7. collect, harvest, retain, forward, or use any personally identifiable information, including Account names, from the Site;

9.1.8. access any Content on the Site through any technology or means other than those provided or authorized by the Site;

9.1.9. directly or indirectly, advertise or promote another website, product, or service or solicit other Users for other websites, products, or services; or

9.1.10. In addition to the aforementioned types of Content in Clause 9.1 hereinabove, the User shall not post, upload, display or otherwise make available Content that, inter alia promotes, supports, represents, advocates, threatens, contains and/or condones:

A. any form of racism, bigotry, hatred or physical harm of any kind against any group or individual;

B. harassment or intimidation of another person;

C. requests money from, or is intended to defraud, other Users of the Service;

D. spam, or solicitation of other Users of the Site;

E. information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libellous or otherwise objectionable;

F. an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs, images, audio or video files or links to them, or infringement of any other person's Intellectual Property Rights, in any manner whatsoever;

G. video, audio photographs, or images of another person without his or her express permission (or in the case of a minor, the minor's legal guardian);

H. restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);

I. material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18;

J. provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;

K. viruses, time bombs, trojan horses, cancelbots, worms, any invalid data or other harmful or malicious software code, or disruptive codes, components or devices, agent, hidden procedure, routine, or mechanism through or to the Site or the Site software that is designed to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow you or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the MLC Site or any other software, firmware, hardware, computer system, or network of MLC or any third party;

L. an impersonation of, or otherwise misrepresents affiliation, connection or association with, any person or entity;

M. provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and Confidential Information);

N. disrupting the normal flow of dialogue, causes a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to engage in real time exchanges; and

O. solicitation of passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission.

9.2. MLC reserves the right, in its sole discretion, to investigate and take any legal action against anyone who violates the provisions of this Clause 9, including removing the offending communication from the Service and terminating or suspending the account of such violators.

9.3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USER'S USE OF THE SERVICE IS ACCESSED AT THE USER'S OWN DISCRETION AND RISK, AND THE USER SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO THE USER'S DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF THE USER DOES NOT ACCEPT THIS LIMITATION OF LIABILITY, THEN SUCH USER SHALL NOT BE AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE.

10. THIRD-PARTY VERIFICATION

10.1. The Site makes available various services provided by third parties to verify a User's credentials and provide other information. Any information or content expressed or made available by these third parties or any other Users is that of the respective author(s) or distributor(s) and shall not be deemed to be the stance, opinion, or belief of MLC. MLC neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than MLC's authorized employees acting in their official capacities.

11. LINKS AND APPLICATIONS

11.1. The Site may contain links to third-party websites. The Site may also contain applications that allow the User to access third-party websites via the Site. Such third-party websites are owned and operated by the third parties and/or their licensors. MLC does not warrant or guarantee access and use of third-party websites, including online communication services, such as chat, email, and calls will be governed by the terms and policies of the applicable third-party websites. The User acknowledges and agrees that MLC is not responsible or liable for the availability or accuracy of third-party websites; or the content, advertising, or products on or available from third-party websites. The User shall access third-party websites by clicking on a link, or installing an application at the User's sole risk and discretion.

12. MOBILE AND OTHER DEVICES

12.1. When using the Site, please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.

13. SITE UPDATES

13.1. MLC may from time to time in its sole discretion develop and provide Site and/or Services updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You will promptly download and install all Updates and acknowledge and agree that the Services or portions thereof may not work properly should you fail to do so. You further agree that all Updates will be subject to the terms of this Agreement, unless otherwise provided in terms associated with such Update. MLC reserves the right, at any time, to modify, suspend, or discontinue Services or any part thereof without notice. You agree MLC shall not be liable to you or any third party for any modification, suspension, or discontinuance of Services or any part thereof. No such modification,

suspension or discontinuance affects Accepted Orders already placed, which MLC will complete or refund under Clause 7.6A(c).

14. CONFIDENTIALITY

14.1. Unless otherwise specified in the Agreement, all information exchanged during the course of the Agreement ("Confidential Information") shall be regarded as confidential between the Parties and shall not be disclosed to any unauthorized person or used by the recipient other than for the purpose to which it relates. Any authorized disclosure to another person(s) shall be on the same terms as to confidentiality as contained in this clause. Parties hereby agree to make available Confidential Information only to those of their employees, subcontractors, and/or third-parties, who need to have access to it for the purposes of this Agreement and to obligate such employees, subcontractors, and/or third-parties correspondingly to the extent legally permissible.

14.2. If, for the purposes of this Agreement, a Party discloses any Confidential Information to its employees, subcontractors, and/or third parties, it shall notify such employees, subcontractors, and/or third-parties, of the confidential nature thereof and make all necessary efforts and take all precautions to bind such employees, subcontractors, and/or third-parties, to keep the Confidential Information strictly confidential.

14.3. During and after the tenure of this Agreement if any Confidential Information is received by a Party under or by virtue of this Agreement the same shall be maintained in the strictest of confidence and trust.

14.4. The obligation of confidentiality and limited use shall survive termination of this Agreement and continue even after the termination or expiry of this Agreement.

15. WARRANTIES AND WARRANTY DISCLAIMER

15.1. The Site and the Services are provided "as is" and on an "as available" basis. MLC makes no express representations or warranties with regard to the Site, the Services, or any activities or items related to this Agreement. To the maximum extent permitted by applicable law, MLC disclaims all express and implied conditions, representations, and warranties including, but not limited to, the warranties of merchantability, accuracy, fitness for a particular purpose, title, and non-infringement. Some jurisdictions may not allow for all of the foregoing limitations on warranties, so to that extent, some or all of the above limitations may not apply to the User. This Clause 15 is subject to Clause 20, which states how it applies to Consumers, and to Clause 21 for Users outside the United States.

15.2. **Limited Warranty.** Subject to this Agreement, MLC warrants to the User, as the original purchaser, that each Custom PCB delivered shall be free from defects in material or workmanship, and that each Custom PCB delivered shall meet the contractually agreed upon specifications, at the time of delivery. MLC's obligation under the Warranty contained in this Clause 15.2 herein is limited to repairing, replacing, or refunding, at its option, any Custom PCB that does not meet this Warranty, provided that the User has provided MLC with timely notice and returned the Custom PCB(s) to MLC in accordance with this Agreement, with the transportation charges pre-paid, and provided that, upon MLC's examination, the Custom PCB, when tested within the specified ratings and in accordance with good engineering practice, does not meet the Warranty contained herein. MLC reserves the right to require the User to demonstrate that the Custom PCBs are non-functional in their intended application. In the event of Custom PCB replacement, Design changes shall not be accepted. If

samples with non-conformities are not rejected by the User in accordance with the provisions of Clause 6.6.12 above, then the User shall accept subsequent production runs with similar non-conformities. All Custom PCBs are subject to the tolerances and variations referred to in this Agreement. MLC, based upon its own examination, shall determine whether a Custom PCB meets specified or standard tolerances or is non-conforming pursuant to this Warranty. This Warranty does not cover ordinary maintenance or alleged defects resulting from wear and tear within the normal consumable life of the Custom PCB, nor does it cover neglect, misuse, abuse, improper handling or storage, alterations, connection of the Custom PCB to or incorporation of the Custom PCB into other objects, power or external circuitry, high usage, electro-static discharge, operation in unusual environments, improper maintenance, improper handling, accident, and/or negligence. Any refund under this Clause 15.2 will be made within sixty (60) days after MLC determines that the Custom PCB does not meet this Warranty. No repair or replacement will extend the applicable warranty period. MLC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OR USE OF ANY PRODUCT. THE FOREGOING WARRANTY AND REMEDIES ARE FOR YOUR EXCLUSIVE BENEFIT AND ARE NOT TRANSFERABLE.

15.3. Disclaimer of Warranties. The User hereby acknowledges that MLC does not make, and specifically negates, renounces, and disclaims any representations, warranties, and/or guarantees of any kind or character, expressed or implied, with respect to (i) Custom PCBs, their use, design, application or operation, their merchantability, their physical condition, or their fitness for a particular purpose; (ii) the maintenance of or other expenses to be incurred in connection with the Custom PCBs; (iii) the engineering, design, fabrication work, or any other work or service (whether gratuitous or for payment) supplied by MLC and/or its agents, suppliers, and employees; or (iv) the accuracy or reliability of any information, designs or documents furnished to the User. THE LIMITED WARRANTY DESCRIBED IN CLAUSE 15.2 ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO THE USER AND IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES OR SIMILAR OBLIGATIONS (IF ANY) CREATED BY ANY ADVERTISING, DOCUMENTATION, PACKAGING, OR OTHER COMMUNICATIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MLC PROVIDES THE PCBs AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, WHETHER VERBAL OR WRITTEN, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED WARRANTY DESCRIBED IN CLAUSE 15.2. MLC HEREBY DISCLAIMS EXPRESSLY ALL OTHER WARRANTIES AND CONDITIONS, WHETHER VERBAL OR WRITTEN, AND WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, SATISFACTORY QUALITY, QUIET ENJOYMENT, QUIET POSSESSION, CONDITION OF TITLE, CORRESPONDENCE TO DESCRIPTION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ACCURACY OF INFORMATIONAL CONTENT, ACCURACY OR COMPLETENESS OF RESPONSES, WORKMANLIKE EFFORT, AND/OR LACK OF NEGLIGENCE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE CUSTOM PCBS AND ANY ITEMS AFFIXED THERETO OR USED THEREWITH. NO VERBAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MLC, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, LICENSORS, SUPPLIERS, DISTRIBUTORS, CO-BRANDERS OR OTHER PARTNERS, EMPLOYEES AND/OR SOFTWARE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY. THIS WARRANTY DISCLAIMER AFFECTS YOUR LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

16. LIMITATION OF LIABILITY

16.1. The Parties agree that MLC shall not be liable for any damages or losses arising out of or in connection with the Agreement, including, but not limited to:

16.1.1. The User's use of or inability to access the Site or Services;

16.1.2. delays or disruptions in the Site or Services;

16.1.3. viruses or other malicious software obtained by accessing, or linking to, the Site or Services;

16.1.4. glitches, bugs, errors, or inaccuracies of any kind in the Site or Services;

16.1.5. damage to the User's hardware device from the use of the Site or Services;

16.1.6. the content, actions, or inactions of third parties' use of the Site or Services;

16.1.7. a suspension or other action taken with respect to the User's Account;

16.1.8. the User's reliance on the quality, accuracy, or reliability of profiles, ratings, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Site; and

16.1.9. the User's need to modify practices, content, or behavior as a result of changes to the Agreement.

16.2. The liability of MLC, its Affiliates, licensors, and third-party service providers to the User for any claim arising out of or in connection with this Agreement shall not exceed the aggregate of the Custom PCBs Prices and Additional Charges paid by the User in the six months preceding such claim. These limitations will apply to any liability, arising from any cause of action whatsoever arising out of or in connection with this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose. Some jurisdictions do not allow for all of the foregoing exclusions and limitations, so to that extent, some or all of these limitations and exclusions may not apply to the User. This Clause 16 is subject to Clause 16.4 and Clause 20.

16.3. **No Incidental, Consequential and Certain Other Damages.** WHETHER RELATING TO THE AFOREMENTIONED LIMITED WARRANTY OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MLC, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, LICENSORS, SUPPLIERS, DISTRIBUTORS, CO-BRANDERS OR OTHER PARTNERS, OR EMPLOYEES BE LIABLE, TO THE USER OR TO ANY OTHER PARTY, FOR ANY GENERAL, SPECIAL, INCIDENTAL, PUNITIVE, DIRECT, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, PERSONAL INJURY, DAMAGE TO PROPERTY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY, INCLUDING, WITHOUT LIMITATION, THAT OF GOOD FAITH OR REASONABLE CARE, NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), OR FOR ANY CLAIM BY ANY THIRD PARTY, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE CUSTOM PARTS, THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR CUSTOMER SUPPORT OR OTHER SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF MLC, ITS SUBSIDIARIES,

AFFILIATES, OFFICERS, AGENTS, LICENSORS, SUPPLIERS, DISTRIBUTORS, CO-BRANDERS OR OTHER PARTNERS, OR EMPLOYEES FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CUSTOM PCBS OR THESE TERMS OF USE AND ORDER POLICIES EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE PARTS PRINCIPALLY RESPONSIBLE FOR OR CONNECTED WITH SUCH DAMAGES. ALL LIMITATIONS, EXCLUSIONS AND DISCLAIMERS UNDER THIS AGREEMENT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SHALL APPLY TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF MLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ANY REMEDY AVAILABLE FAILS ITS ESSENTIAL PURPOSE.

16.4. **Liability That Cannot Be Limited.** Nothing in this Agreement excludes or limits MLC's liability for fraud, gross negligence or willful misconduct, or any other liability that cannot be excluded or limited under applicable law.

17. INDEMNIFICATION

17.1. The User shall indemnify, defend, and hold harmless MLC, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "Indemnified Party") from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by the User, a third party, or another User against an Indemnified Party relating to:

17.1.1. use of the Site and the Services by User, including any payment obligations incurred through use of the Services;

17.1.2. the User's failure to comply with the Agreement;

17.1.3. User's failure to comply with applicable law(s) and/or regulation(s);

17.1.4. User's negligence, wilful misconduct, or fraud; and

17.1.5. defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by the User.

17.2. Additionally, in no event shall MLC, its Affiliates, licensors, or third-party service providers be liable for any special, consequential, incidental, punitive, exemplary, or indirect costs or damages, including, but not limited to, litigation costs, installation and removal costs, or loss of data, production, profit, or business opportunities.

18. COMMUNICATIONS FROM USER TO MLC

18.1. All notices to MLC or our Affiliates intended to have a legal effect must be in writing and delivered either (a) in person; (b) by a means evidenced by a delivery receipt, to the following address: 31 Industrial Ave., Mahwah, NJ 07430; or (c) in writing via email to "legal at miclog.com" (replace "at" with @), and shall be deemed effective upon receipt by MLC. MLC does not accept service of any legal process by email or mail; all such service should occur by hand delivery on MLC or its registered agent for service of process.

19. GENERAL PROVISIONS

19.1. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the User and MLC relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Agreement are included for ease of reference only and have no binding effect. Even though MLC has drafted the Agreement, the User represents that they had ample time to review and decide whether to agree to the Agreement. If an ambiguity or question of intent or interpretation of the Agreement arises, no presumption or burden of proof will arise favoring or disfavoring the Parties because of the authorship of any provision of the Agreement.

19.2. **Modifications.** No modification or amendment to the Agreement shall be binding upon MLC unless in a written instrument signed by a duly authorized representative of MLC. For the purposes of this subsection, a written instrument will expressly exclude electronic communications, such as email and electronic notices, but will include facsimiles, except that approvals, changes and revocations of Credit Terms under Clause 7.6A(g) may be given by email or Account notification.

19.3. **No Waiver.** Notwithstanding anything to the contrary in this Agreement, the failure or delay of either Party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that Party's right to later enforce or exercise it, unless such Party issues an express written waiver, signed by a duly authorized representative of such Party.

19.4. **Assignability.** User may not assign any of its rights or obligations hereunder, for any reason whatsoever. MLC may freely assign this Agreement without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void.

19.5. **Severability.** If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

19.6. **Force Majeure.** Neither Party shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to events including but not limited to labor disturbances, accidents, fires, floods, public health emergencies, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such Party shall be extended by the period of such delay. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 30 days, either Party shall have the right to give to the other a notice of termination with immediate effect. A Force Majeure event does not suspend MLC's obligations under Clause 6.7.4 to give delay notices and offer cancellation, or its refund obligations under Clause 7.6A(c).

19.7. Choice of Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, without regard to (i) conflicts of laws provisions of the State of New Jersey or any other jurisdiction; (ii) the U.N. Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; (iv) the 1980 Vienna Protocol amending the 1974 Convention; or (v) any amendment or protocol to the foregoing. Any and all actions to interpret, apply, or enforce the provisions of the Agreement, or to assert or defend any Claims or causes of action relating in any way to this Agreement, the Software, Designs, and/or Custom PCBs, shall be brought in the Superior Court of the State of New Jersey, or in the United States District Court, District of New Jersey; the Parties hereby unconditionally and irrevocably consent to the exclusive jurisdiction of and venue in such courts, and hereby irrevocably waive any objection based on forum non conveniens and any objection to the venue of any action instituted in such courts. This Clause 19.7 is subject to Clauses 20.5 and 21.5.

19.8. **Language.** The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. The Parties hereby confirm that it is their wish that this Agreement, as well as other documents relating hereto, including Notices, have been and shall be written in the English language only.

19.9. **Limitations Period.** The User and MLC agree that any cause of action arising out of or related to this Agreement, the Site or Services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. This Clause 19.9 is subject to Clause 20.6.

20. CONSUMERS

20.1. **Purpose.** This Clause applies to Consumers wherever they are located in the United States. It states which provisions of this Agreement do not apply, or apply only in part, to Consumers, and it controls over any conflicting provision. Because New Jersey law governs this Agreement under Clause 19.7, New Jersey law requires these Terms to state which provisions are void, unenforceable or inapplicable in New Jersey. Clauses 20.3 to 20.6 do so, and except as stated in this Clause 20, every provision of this Agreement applies in New Jersey.

20.2. **Implied Warranties.** Because MLC gives the written Limited Warranty in Clause 15.2, MLC does not disclaim the implied warranties of merchantability and fitness for a particular purpose for Custom PCBs sold to Consumers, and Clauses 15.1 and 15.3 do not apply to Consumers to the extent they disclaim those warranties. For Consumers, those implied warranties last ninety (90) days from delivery, except in states whose law does not allow implied warranties on consumer goods to be limited or excluded. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

20.3. **Personal Injury and Property Damage.** For Consumers, Clauses 6.6.7, 6.6.9, 9.3, 16.1, 16.2, 16.3 and 17.2 do not exclude or limit MLC's liability for personal injury, death, or damage to property other than the Custom PCBs themselves, caused by MLC's negligence or by a manufacturing defect in a Custom PCB. They also do not limit any right under a product liability law that cannot be waived in advance, including the New Jersey Products Liability Act, N.J.S.A. 2A:58C-1 et seq.

20.4. **Indemnification.** For Consumers, the indemnities in Clauses 6.6.7, 6.6.9, 6.6.10, 6.7.9, 8.1 and 17.1 apply only to claims caused by the Consumer's own breach of this Agreement, negligence, willful misconduct, misuse of the Custom PCBs or infringing Design.

20.5. **Statutory Rights.** Nothing in this Agreement, including Clauses 9.3, 16 and 19.7, waives or limits any right of a Consumer that cannot be waived or limited by contract under the law of the Consumer's state of residence, or under the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., and the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14 et seq.

20.6. **Limitations Period.** The one-year period in Clause 19.9 applies to claims for breach of a contract for the sale of goods, as permitted by Section 2-725(1) of the Uniform Commercial Code (N.J.S.A. 12A:2-725(1)). It does not shorten the time for a Consumer to bring any statutory claim whose limitations period cannot be shortened by agreement.

20.7. **Payment Disputes and Shipping.** Clause 4.4 preserves every User's rights to dispute card and electronic payments, and Clause 6.7.4 reflects every User's rights under the FTC's Mail, Internet, or Telephone Order Merchandise Rule, 16 C.F.R. Part 435. Nothing in this Agreement limits those rights.

20.8. **Interest.** For a User who is an individual rather than a corporation, limited liability company or limited liability partnership, interest under Clause 7.7 will not exceed sixteen percent (16%) per year or any lower maximum allowed by applicable law.

21. USERS OUTSIDE THE UNITED STATES

21.1. **Where MLC Sells.** MLC accepts Orders for delivery outside the United States only where it may lawfully do so. Clause 6.7.9 applies to every such Order, and MLC may decline any Order to any destination.

21.2. **Currency and Payment.** Prices are in United States Dollars under Clause 7.5. Currency conversion and foreign-transaction fees charged by the User's bank or card issuer are the User's responsibility. MLC may require payment by wire transfer for Orders shipping outside the United States.

21.3. **Delivery Terms.** Unless the Accepted Order states another Incoterm, Custom PCBs shipped outside the United States are delivered FCA MLC's Mahwah, New Jersey facility (Incoterms® 2020), and title and risk of loss pass to the User when the Custom PCBs are handed to the first carrier. The User is the importer of record and pays all import duties, taxes (including VAT and GST), customs brokerage and clearance fees, which are not included in the Custom PCBs Price unless the Accepted Order says so. The free shipping offer in Clause 6.7.10 does not apply.

21.4. **Customs Delays.** Delays in customs clearance after the Custom PCBs have shipped are not shipping delays under Clause 6.7.4, and Custom PCBs refused or abandoned by the User at import are not eligible for refund, repair or replacement, except under Clause 15.2 for Custom PCBs that do not meet the Limited Warranty.

21.5. **Consumers Outside the United States.** If the User is a consumer resident outside the United States, nothing in this Agreement, including Clauses 9.3, 15 to 17 and 19.7, deprives the User of protections that cannot be excluded by contract under the law of the User's country of residence, including any right under that law to bring proceedings in the User's home courts. For consumers in the European Union, the European Economic Area and the United Kingdom, Custom PCBs are goods made to the consumer's specifications, so the statutory 14-day right to withdraw from a distance contract does not apply to them. The consumer's statutory rights for goods that do not conform to the contract are not affected.