

TERMS AND CONDITIONS FOR THE ONLINE SALE OF SERVICES

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM ALGCHEMIST, LLC, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN SERVICES FROM ALGCHEMIST, LLC IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH ALGCHEMIST, LLC, OR (C) ARE PROHIBITED BY APPLICABLE LAW FROM ACCESSING OR USING ANY CONTENT, PRODUCTS OR SERVICES FROM ALGCHEMIST, LLC.

These terms and conditions (these "**Terms**") apply to the purchase and sale of products and services from Algchemist, LLC (referred to as "**us**", "**we**", or "**our**" as the context may require). These Terms are subject to change without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on Algchemist, LLC's [Discord server's [Legal] channel], and you should review these Terms before purchasing any available product or services. Your access or use of any Algchemist, LLC content, products or services after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of Algchemist, LLC's] Terms of Use that apply generally to the use of Algchemist, LLC content, products or services's. You should also carefully review our Privacy Policy before placing an order for products or services from Algchemist, LLC (see Section 6).

Algchemist, LLC may from time to time engage third parties to perform services including, without limitation, payment processing and web hosting services, in connection with the purchase and sale of Algchemist, LLC products and services. These third parties may have their own terms and conditions that apply to their services, which we encourage you to review before placing an order for products or services from Algchemist, LLC. By placing an order for products or services from Algchemist, LLC you consent to Algchemist, LLC's use of third party service providers in facilitating your purchase and acknowledge and agree to comply with any such third party service provider's own terms and conditions applicable to their services. Except as otherwise provided by law, we are not responsible or liable to you for any third party's performance or nonperformance of services in connection with the purchase and sale of Algchemist, LLC products and services.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and/or services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products and/or services to you. We may choose not to accept any orders in our sole discretion.

3. Prices and Payment Terms.

(a) All prices posted for our products and services are subject to change without notice.

(b) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card to purchase your order, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

4. NO WARRANTY.

(a) WE OFFER NO WARRANTY OR MAKE ANY REPRESENTATION FOR PRODUCTS AND/OR SERVICES PURCHASED FROM ALGCHEMIST, LLC OR ANY INFORMATION PUBLISHED IN THE ALGCHEMIST, LLC DISCORD SERVER. ALL PRODUCTS AND/OR SERVICES ARE PURCHASED AS IS, WHERE IS, WITH ALL FAULTS. WE EXPLICITLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO FITNESS OF PURPOSE AND MERCHANTABILITY. PAST PERFORMANCE IS NO GUARANTY OF FUTURE RESULTS. ALL INVESTMENTS CARRY SOME RISK INCLUDING THE POTENTIAL LOSS OF PRINCIPAL INVESTED AND WE MAKE NO GUARANTY THAT PRODUCTS, SERVICES OR INFORMATION FROM US WILL PROVIDE POSITIVE INVESTMENT RETURNS.

(b) TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ALGCHEMIST, LLC'S, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE/ACCESS, OR INABILITY TO USE/ACCESS, OUR PRODUCTS AND/OR SERVICES OR THE ALGCHEMIST, LLC DISCORD SERVER, ANY THIRD-PARTY PRODUCTS, SERVICES AND/OR CONTENT LINKED THEREIN OR OTHERWISE ASSOCIATED THEREWITH, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, AND THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW

5. Intellectual Property Use and Ownership. You acknowledge and agree that:

(a) All uses of the terms "sell," "sale," "resell," "resale," "purchase," "price" and the like mean the purchase or sale of a license. Each product and service marketed by Alchemist, LLC is made available solely for license, not sale, to you and other prospective customers under the terms, conditions, and restrictions of the license

agreement made available to you through a link accompanying the display or description of that specific product or service.

(b) You will comply with all terms and conditions of the specific license agreement for any Algchemist, LLC product or service you obtain, access and/or use, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing and transfer of those licensed products and services.

(c) You will not cause, induce or permit others' noncompliance with the terms and conditions of any of these product and service license agreements.

(d) Algchemist, LLC and its licensor(s) are and will remain the sole and exclusive owners of all intellectual property rights in and to each product and service offered by Algchemist, LLC and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, trademarks and other intellectual property rights, subject only to the limited license granted under the product's or service's license agreement. You do not and will not have or acquire any ownership of these intellectual property rights in or to such products and services, or of any intellectual property rights relating to such products and services.

6. Privacy. Our Privacy Policy, located here, governs the processing of all personal data collected from you in connection with your access and use of the Algchemist, LLC Discord Server and purchase of products or services through the Discord Server. Contractors, service providers, and other third parties we use to support our business may have their own privacy policies, which we encourage you to read before providing information to or through them.

7. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

8. Dispute Resolution and Binding Arbitration.

(a) YOU AND ALGCHEMIST, LLC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF ALGCHEMIST, LLC PRODUCTS OR SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 8. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

9. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 9 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

10. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Algchemist, LLC.

11. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

12. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting in our Discord Server. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to **support@Algchemist.com**; or (ii) by personal delivery, overnight courier or registered or certified mail to **600 River Pointe Drive. Conroe, Texas 77304 United States of America**. We may update the email or address for notices to us by (i) sending a message to the email address you provide or (ii) by posting in our Discord Server. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

13. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

14. Entire Agreement. These Terms, our Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.