

## **General Escrow Instructions**

Revised 2 November 2020

MST GROUP LIMITED, a company incorporated in England and Wales ("MST"), is the direct provider of escrow services.

The following provisions shall be referred to as the "General Escrow Instructions." The parties hereto employ, authorize and instruct MST to act as Escrow Holder and Escrow Agent in connection with the Transaction under the terms and conditions on the Transaction Detail Screens, these General Escrow Instructions, Terms of Using the MySafeTrade.com Platform and any supplemental Escrow Instructions as hereinafter defined and all collectively referred to as the "Transaction Escrow Instructions." MySafeTrade.com and MST are hereinafter collectively referred to as "MySafeTrade.com" and intermittently referred to as "we" or "us."

### **General Provisions**

Transactions performed by a Buyer and Seller on the MySafeTrade.com site, shall be governed by, and construed in accordance with, English law.

A person or entity offering personal property for sale, and desiring to use the MySafeTrade.com site in order to close such a sale, shall hereinafter be referred to as "Seller".

A person or entity desiring to purchase personal property from a Seller, by use of the MySafeTrade.com site for completing the purchase shall be referred to as "Buyer".

The use of the MySafeTrade.com site (by the Buyer and Seller) for purposes of effectuating a single escrowed transfer of ownership of personal property shall be referred to as a "Transaction". The completion of the Transaction by Buyer and Seller is referred to herein as the "Close of Escrow". A Buyer and Seller may enter into a Transaction for the sale and purchase of many different types of personal property. This Instruction refers to the personal property which is the subject of a Transaction interchangeably as "merchandise" "goods" "item(s)" or "Escrowed Property". Funds deposited into Escrow by the parties shall be referred to as "Escrow Funds".

Buyer and Seller should each log onto the MySafeTrade.com website daily and regularly to confirm the status of the Transaction, the shipping and tracking and/or the Closing.

The time of day and calendar day for all matters and events referred to in these Instructions will be determined by London time, England, the United Kingdom. All communications of any kind, for any purpose shall be made in the English language. It is the responsibility of Buyer and Seller to each know and understand the English language. Any party who requires interpretation to or from the English language for the purpose of making or receiving any communication, relating to these Instructions or the Terms of Using the MySafeTrade.com Platform, shall be responsible for any of his, her or its own respective costs in that regard.

The term "Business Day" shall refer to the working days Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. London Time, England, the United Kingdom, which are not legal holidays in London, England, the United Kingdom, observed by MySafeTrade.com.

Due to processing delays, payments made by credit card, debit card or PayPal Account, shall not be on deposit with MySafeTrade.com until the Business Day on which the funds are actually deposited into MySafeTrade.com's designated account.

### **1. Instructions and Deposit of Funds into Escrow**

Once the Buyer and Seller have agreed to identical Transaction Detail Screens for a specific underlying Transaction, and both have agreed to these General Escrow Instructions by selecting the "Agree" button at the bottom of the Transaction Detail Screens, these instructions shall constitute a binding agreement between all parties. No blank spaces shall exist on the Transaction Detail Screens as of the time the Buyer and Seller select the "Agree" button. After Buyer and Seller both select the "Agree" button, the Transaction Detail Screens, General Escrow Instructions and Terms of Using the MySafeTrade.com Platform constitute the Transaction Escrow Instructions to govern the Transaction between the Buyer and Seller (the "Transaction Escrow Instructions"). Should it become necessary to add a supplemental instruction(s), or to make any addition to, deletion from, or alteration to the Transaction Detail Screens, all parties (Buyer, Seller, MySafeTrade.com) must execute (by digital signature or by a method mutually agreed upon by both parties) any supplemental instruction, addition, deletion or alteration thereto (collectively the "Supplemental Escrow Instruction(s)"). MySafeTrade.com reserves the right to reject any Supplemental Escrow Instructions and to terminate the Transaction as provided herein. The parties to the Transaction hereby agree to conduct the Transaction electronically. The parties acknowledge that by entering into the Transaction Escrow Instructions, they are able to electronically receive the Transaction Escrow Instructions, download the Transaction Escrow Instructions and print the Transaction Escrow Instructions.

### **2. Domain Name(s)**

In the event the personal property being transferred in this Transaction qualifies as a "Domain Name", MySafeTrade.com is instructed to close only when the transfer of the Domain Name has been confirmed by MySafeTrade.com (at its option) or the Buyer has notified MySafeTrade.com that Buyer has received the transfer and allowed the Inspection Period named in the Transaction Detail Screen to expire or the Buyer has accepted the transfer. Seller shall transfer a Domain Name(s) to Buyer based upon information provided in Buyer's profile. Seller agrees to provide the username and password and/or authorization code, if any, necessary to access the Domain Name to Buyer prior to the release of funds.

### **3. Shipping and Tracking of Item**

Upon receipt of Buyer's funds, and clearance of same, Escrow Holder will notify Seller to ship the merchandise. This notice to Seller shall be accomplished via email which will require the Seller to log on to the MySafeTrade.com website to confirm secured funds, unless all parties lawfully agree to a different method of notification. Upon Seller's verification, Seller agrees to

ship the merchandise, insured for full value to Buyer. Buyer and Seller agree to choose a shipping method that utilizes online tracking information. Seller shall ship merchandise to Buyer based upon information provided in Buyer's profile. Seller will be responsible for shipping damage if insurance is not purchased. Seller agrees to complete and submit the shipping information to the MySafeTrade.com website, on the same day on which the merchandise is placed in the possession of the company responsible for shipping. Confirmation of same will be sent via e-mail to all parties, unless all parties lawfully agree to a different method of notification.

The Buyer Inspection Period (as defined in Buyer and Seller's Transaction Escrow Instructions, as agreed to on the Transaction Detail Screens of MySafeTrade.com) shall commence upon the first to occur of either: (1) Buyer's acknowledgment of receipt of merchandise or domain(s); or (2) the MySafeTrade.com website receipt of verification of delivery to the Buyer's profile information via the shipper's or registrar's tracking services. The Buyer Inspection Period shall be calculated in full calendar days, the number of days to be agreed upon by the Seller and Buyer in the Transaction Escrow Instructions.

In the event the Seller has not shipped the goods within ten days of notification by MySafeTrade.com (through its e-mail or posting on the MySafeTrade.com website) of Buyer's deposit of immediately available funds, Buyer may request a return of funds, less the escrow fee, and MySafeTrade.com will do so after notifying both parties.

Unless the parties agree otherwise, Buyer is responsible for any duties, customs fees or other charges resulting from an international Transaction, which shall be included in the purchase price. It is the responsibility of the shipping party to properly declare the merchandise and its value for customs procedures.

#### **4. Buyer's Acceptance, Disbursement of Funds**

During the Buyer Inspection Period, Buyer shall either: (1) select the "Accept" button on the MySafeTrade.com website, and follow all further instructions accordingly to complete acceptance of the goods; or (2) select the "Reject" button and follow any further instructions to complete the rejection of the goods. Should the Buyer fail to select either the "Accept" or "Reject" buttons, and/or follow all further instructions, then Buyer shall be deemed to be satisfied with the quality of the goods/domain(s), and to have accepted the goods/domain(s).

MySafeTrade.com will then begin the process of disbursing the funds as follows:

- If, in the Transaction Escrow Instructions, the Buyer agreed to pay for shipping, and/or any portion of the escrow fee, then those costs shall be collected as Buyer's funds, and remitted with the purchase price. At Close of Escrow, MySafeTrade.com will pay the Seller the purchase price and shipping fee itemized in the transaction, less any payment for expedite fees and disburse the escrow fee to MySafeTrade.com.
- If, in the Transaction Escrow Instructions, the Seller agreed to pay for shipping, and/or any portion of the escrow fee, then at Close of Escrow MySafeTrade.com will pay to

Seller the purchase amount, less any disbursement expedite fees, and any portion of the escrow fee. Shipping fees will be deemed paid outside of escrow.

MySafeTrade.com reserves the right to provide the Buyer a written 48-hour notice if an Inspection Period has ended without the Buyer's involvement.

## **5. Buyer Rejection Process**

The Buyer is responsible for 100% of the escrow fee in the event the transaction is cancelled or the merchandise is returned. During the Buyer Inspection Period, Buyer may reject for any reason by selecting the "Reject" button on the MySafeTrade.com site and following all other instructions to properly reject the merchandise. Upon such rejection, MySafeTrade.com will send Seller an e-mail stating Buyer's decision to reject and return the goods; and Buyer agrees to promptly ship goods to Seller within ten (10) calendar days of formal rejection and insure, at Buyer's expense, the item(s) to the place designated by the Seller in the Seller's profile. Buyer will be responsible for shipping damage if insurance is not purchased. Buyer is aware that merchandise must be rejected in the manner described in order to obtain a refund of the purchase price.

In the event that Buyer rejects the goods in violation of other terms of acceptance and rejection, applicable to Buyer and Seller in connection with the underlying Transaction (including but not limited to the Transaction Escrow Instructions and MySafeTrade.com guidelines) the Seller shall not be prohibited from pursuing any available right or remedy available under applicable law against Buyer for breach of the Transaction.

Buyer is aware that regardless of the reason for rejection, Escrowed Property must be returned to the Seller in order for funds to be returned to the Buyer. Shipping costs for returned Escrowed Property must be arranged and completed within ten (10) days of Buyer's rejection. Failure of Buyer to return the Escrowed Property within the specified time period will cause MySafeTrade.com to automatically pay the Seller the purchase price.

In Transactions where the Escrowed Property is a domain name, if a Buyer rejects a domain name within the Inspection Period, return of the domain name from Buyer to Seller must be initiated within ten (10) days of Buyer's rejection. Failure of Buyer to reject or initiate return of the domain name within the specified time periods will cause the Escrow Holder to automatically pay the Seller the purchase price. Seller agrees to cooperate in the return process of the domain. In the event the domain transfer to the Buyer has caused a ICANN imposed registrar lock, the Buyer and Seller agree that the Seller will open an account at the receiving registrar to take possession of the domain or that the funds will be held in escrow until this period expires and the domain can be returned to the Seller's registrar.

## **6. Shipping and Tracking of Returned Item**

By rejecting the item in the manner described above, Buyer agrees to return the item(s) promptly to Seller at the address designated by Seller in the Seller's profile. Buyer is responsible for all related shipping and insurance costs; and agrees to return the item to the Seller by use of a

shipping method that utilizes online tracking information. It is the responsibility of the shipping party to properly declare the merchandise and its value for customs procedures.

Immediately upon shipping the goods back to Seller, Buyer shall complete and submit, through the MySafeTrade.com website, the requested shipping information. Upon receipt of such information, Seller will be notified by an e-mail from MySafeTrade.com which includes the name of the shipping company and the relevant tracking number as supplied by Buyer. If Buyer sends the goods to Seller without following the guidelines set forth in this paragraph, then in addition to any other remedies which MySafeTrade.com or Seller may have, MySafeTrade.com will not return to Buyer any of the escrowed funds unless and until; (1) the Seller confirms that the rejected item has arrived in the same condition in which it was originally sent; or (2) there is a final Dispute Resolution, as set forth in the Dispute Resolution section below. Should no shipping be necessary in order to effectuate the return of the merchandise, then Seller and Buyer shall be free of the shipping and tracking obligations as defined in this section.

The Seller Inspection Period shall commence upon the first to occur of either: (1) Seller's acknowledgment of receipt of merchandise or domain(s); or (2) the MySafeTrade.com website receipt of verification of delivery to the Seller's profile information via the shipper's or registrar's tracking services; or (3) the Seller's failure to accept Buyer's delivery of returned goods; or (4) the Seller's failure to retrieve returned goods upon notification from the shipping company and/or any governmental office of the returned goods' availability for pick up. The Seller shall have five (5) calendar days following the date on which the Seller Inspection Period begins to inspect the "returned" merchandise/domain(s).

## **7. Seller Acceptance or Rejection of Return, Disbursement of Funds**

The Seller shall have five (5) calendar days following the date on which the Seller inspection period begins to: (1) select the "Accept" button on the MySafeTrade.com website, and follow all further instructions to properly accept returned goods; or (2) select the "Reject" button on the MySafeTrade.com website, and follow all further instructions to properly reject returned goods.

During the Seller Inspection Period, should Seller: (1) fail to select either the "Accept" or "Reject" buttons on the MySafeTrade.com website; or (2) fail to follow all instructions in order to effectuate the acceptance or rejection of a returned item, then at the end of the Seller Inspection Period, Seller shall be deemed to be satisfied with the quality of the returned goods, and shall be deemed to have accepted the returned goods.

The Seller may reject the timely return of Escrowed Property only if the property is returned in a condition other than the condition it was in when first sent from Seller to Buyer. Should Seller reject the item during the Seller Inspection Period, the Seller and Buyer shall negotiate for the Negotiation Period, as defined below. Should the Buyer and Seller fail to reach an agreement during the Negotiation Period and provide a joint instruction evidencing same to MySafeTrade.com, either Buyer or Seller may file for arbitration (in accordance with the Dispute Resolution section below) at any time in the fourteen (14) calendar days following the Negotiation Period. If, as of the fifteenth (15th) calendar day following the end of the Negotiation Period, neither Buyer nor Seller has filed for and given notice of the commencement

of arbitration in accordance with the Dispute Resolution section of these Instructions, and given acceptable proof of the commencement of arbitration to the non-filing party and MySafeTrade.com, then Seller shall be deemed to have waived any rights Seller may have to a return of all or any portion of the purchase price, the Transaction shall terminate, and MySafeTrade.com shall return Buyer's funds as provided herein.

Upon the first to occur of either: (1) Seller's acceptance of the returned goods; (2) the end of the Seller Inspection Period; or (3) on the 15th calendar day following the Negotiation Period the failure of Buyer or Seller to commence arbitration (in accordance with the Dispute Resolution provisions of these Instructions and notify all parties as provided therein) MySafeTrade.com will begin the process of disbursing the Escrow Funds as follows:

- If, in the Transaction Escrow Instructions, Buyer agreed to pay for shipping, and/or any portion of the escrow fee, MySafeTrade.com will pay Buyer the purchase price, less these costs, and MySafeTrade.com will pay Seller for the Shipping Fee in the amount set forth in the Transaction Escrow Instruction, disburse the escrow fee to MySafeTrade.com, and disburse the balance to Buyer.
- If, in the Transaction Escrow Instructions, the Seller agreed to pay for shipping, and/or any portion of the escrow fee, then MySafeTrade.com shall pay Buyer the amount deposited less MySafeTrade.com's fee.
- If Buyer and Seller agreed that the Item will not be shipped from Seller to Buyer prior to the Close of Escrow, then MySafeTrade.com will not deduct shipping fees from the Buyer's Required Payment.

Once all costs are paid, and funds are disbursed, the escrow shall be deemed cancelled, with no further obligation due by Buyer, Seller, or MySafeTrade.com under this Agreement or under the Transaction Escrow Instructions. MySafeTrade.com reserves the right to provide the Seller a written 48-hour notice if an Inspection Period has ended without the Seller's involvement.

## **8. Cancellation**

Once escrow funds have been deposited, in the event that Seller fails to ship the merchandise within the required ten (10) day period or within any longer time period upon which Buyer and Seller have mutually agreed, Buyer may request a refund of the deposited funds. The request for refund shall be submitted by e-mail to [support@mysafetrade.com](mailto:support@mysafetrade.com). Buyer hereby agrees that the entire escrow fee shall be deducted from his/her/its refund regardless of any other previous arrangement for allocation of the escrow fee that may have been made between Buyer and Seller. Buyer and Seller also agree that Seller may request the escrow transaction be cancelled and the Buyer refunded, less escrow fees, at any time.

## **9. Dispute Resolution**

In the event of any dispute, claim, question, disagreement or breach arising from or relating to MySafeTrade.com's Terms of Using the MySafeTrade.com Platform, these General Escrow Instructions, the Transaction Detail Screens, or the Transaction Escrow Instructions, including but not limited to Seller's rejection of returned goods, Buyer's or Seller's Acceptance or Rejection

of an item and/or Cancellation of the Transaction, Buyer and Seller hereby agree to use their best efforts to consult and negotiate in good faith for the Negotiation Period, as defined below, to reach a solution satisfactory to all parties. If the parties reach an agreed upon resolution, Buyer and Seller will promptly notify MySafeTrade.com in writing by joint instruction of the terms and conditions thereof.

The following shall be referred to herein as the "Dispute Date": (1) the Seller's Rejection of Return of the merchandise/domain(s) on the MySafeTrade.com website; or (2) MySafeTrade.com rejecting merchandise/domain(s) on behalf of the Seller if the Seller is unable to gain access to the MySafeTrade.com website. The fourteen (14) calendar days beginning with the Dispute Date shall be referred to as the "Negotiation Period". If Buyer and Seller do not reach an agreed upon resolution and notify MySafeTrade.com of the same in writing by a joint instruction during the Negotiation Period either Buyer or Seller shall submit the matter to binding arbitration within fourteen (14) calendar days after the end of the Negotiation Period. This second fourteen-day period shall be referred to herein as the "Arbitration Commencement Period". Notice that such arbitration has been commenced shall be promptly given, via e-mail, by the party commencing arbitration to the other parties and MySafeTrade.com. Before Buyer initiates a submission to arbitration, Buyer must return the Escrowed Property received by Buyer to Seller.

If MySafeTrade.com has not received notice that binding arbitration has been commenced within the Arbitration Commencement Period, MySafeTrade.com may terminate or cancel the Transaction and refund the Escrow Funds to the Buyer, less the escrow fee, in accordance with these Instructions and the Transaction Escrow Instructions. MySafeTrade.com reserves the right (but has no obligation) to commence arbitration, or to interplead the funds with a court of competent jurisdiction at any time. In this case, Buyer and Seller authorize MySafeTrade.com to use the escrow funds to pay the administrative fees to initiate arbitration or to file a judicial action and process service of the summons and complaint. The party instituting the arbitration proceeding shall notify MySafeTrade.com and the other parties by sending notice of demand for binding arbitration to the non-filing parties. Buyer and Seller agree to accept service of the notice of demand for binding arbitration via e-mail (via the e-mail addresses previously provided to MySafeTrade.com by Buyer and Seller) and further agree that no further notice is necessary to have their dispute submitted to binding arbitration by either Buyer, Seller, or MySafeTrade.com pursuant to this Section.

Any such binding arbitration shall be submitted by the party commencing the arbitration to Net-ARB Inc. ("net-ARB"). It is the obligation of Buyer and Seller to perform their own due diligence and to review the website and other sources of information available from Net-ARB. The arbitration shall take place on-line according to the procedure established by net-ARB, unless Buyer, Seller, and MySafeTrade.com all agree otherwise in writing to a different arbitration provider or venue. In addition to the fact that Buyer and Seller agree to have any dispute, claim, question, disagreement or breach arising from or relating to MySafeTrade.com's Terms of Use, these General Escrow Instructions, the Transaction Escrow Instructions, or the Transaction Detail Screens be determined through binding arbitration, Buyer and Seller also agree that any issue that may arise regarding the arbitrability of any dispute sent to arbitration under this section shall be determined by the arbitrator alone.

Unless Buyer, Seller, and MySafeTrade.com all agree otherwise the arbitration shall be conducted before a single arbitrator who is a member of net-ARB, (the "Arbitration Provider"). The party initiating the arbitration will make a written request to the Arbitration Provider, including a copy of this arbitration provision (the "Arbitration Request"). The Arbitration Request will include a notice with the names of Buyer, Seller, and MySafeTrade.com, and the last known mailing addresses, telephone numbers, facsimile numbers, e-mail addresses and contact person for each and every party. The Arbitration Request will be delivered concurrently to all parties, including MySafeTrade.com. Although MySafeTrade.com will be provided notice of the Arbitration Request and notice of the final award or decision of the arbitrator, MySafeTrade.com will not be an actual party to the arbitration proceeding to resolve the dispute between Buyer and Seller unless MySafeTrade.com voluntarily elects to intervene. The Arbitration Request will instruct the Arbitration Provider to select an arbitrator pursuant to the Arbitration Provider's procedures existing at the time of the Arbitration Request. If the Arbitration Provider does not have an existing procedure for selecting an arbitrator the Arbitration Request will instruct the Arbitration Provider to randomly propose the name of three potential arbitrators and for the Arbitration Provider to submit those three names to all parties concurrently (the "the Arbitration Provider List"). No party may request to the Arbitration Provider that any particular arbitrator be included on the Arbitration Provider List. Any arbitrator specifically requested to be on the Arbitration Provider List is to be excluded. Each party may, within five days after receipt of the proposed names, strike and exclude one name from the list. Thereafter, the Arbitration Provider shall appoint as arbitrator a person whose name has not been struck from the list ("the Arbitration Provider Appointment") and an alternate. Within 10 calendar days after the appointment of the arbitrator, the arbitrator will schedule a pre-arbitration hearing, which will be conducted on-line and shall be held within the next ten business days.

The arbitrator shall have the power to enter a default award if a party fails to participate in the arbitration.

Unless Buyer, Seller, and MySafeTrade.com agree otherwise as set forth herein, the arbitration hearing shall take place on-line, at a date, time and location selected by the arbitrator. The actual arbitration hearing must be commenced within 120 days after notice of the identity of the arbitrator is served by the Arbitration Provider. The hearing must be concluded within 90 calendar days after it is commenced. A decision shall be rendered within 10 calendar days after the conclusion of the hearing. The arbitrator shall establish any deadlines necessary to accomplish these time requirements.

Each party to the arbitration shall pay a pro-rata share of the arbitrator's expenses and fees, and the other arbitration expenses incurred or approved by the arbitrator, excluding attorney fees, witness fees, and other expenses incurred by a party for his or her own benefit. Because MySafeTrade.com is not a party to a dispute between Buyer and Seller, MySafeTrade.com will not be responsible for any portion of the arbitration expenses and fees. The parties shall estimate their costs and pay their estimated share before commencement of the arbitration. Any extra arbitration costs shall be paid within ten business days after the close of the proceeding and before the award. A party that fails to pay its share shall not be allowed to participate in the arbitration. If a party fails to pay its share, the other parties shall pay pro rata the cost of the party that failed to pay. The arbitrator shall add such payment to the final award in such a fashion as to



return the parties to the position they would have been in, to the greatest extent possible, if all had paid their share.

The arbitrator may award the prevailing party his or her expenses and fees of arbitration, including reasonable attorney fees and witness fees, in such proportion as the arbitrator decides.

The arbitrator shall have the powers to determine the nature and extent of any discovery to be allowed.

Buyer and Seller understand and agree that failing to respond or otherwise comply with either party's or MySafeTrade.com's notice/demand for binding arbitration pursuant to this section and/or failing to participate in the arbitration process will without notice result in forfeiture of any and all rights that the non-responding Buyer or Seller may have with regard to the subject matter of the dispute, including but not limited to rights Buyer or Seller have to the Escrow Funds and or any property associated therewith returned or distributed to them, and can result in a default judgment against such party.

Any award in such arbitration shall be final and binding upon the parties and judgment thereon may be entered in any court of competent jurisdiction. The arbitrator will be instructed to serve a copy of the final award or decision on MySafeTrade.com and MySafeTrade.com will comply with the arbitrator's final award or decision.

In the event of a dispute, Buyer and Seller are aware that no action on closing the Transaction will be taken on the part of MySafeTrade.com until such time as the dispute is resolved except by either: (i) MySafeTrade.com's receipt of a written notice of a joint instruction providing the terms of an agreed upon resolution; or (ii) an order of the arbitrator or a court of competent jurisdiction in response to Buyer's or Seller's or MySafeTrade.com's action to institute binding arbitration in accordance with these Instructions; or (iii) the order of the arbitrator or a court of competent jurisdiction in response to MySafeTrade.com's action for interpleader or other legal or equitable remedies. MySafeTrade.com shall have no responsibility and/or liability to initiate and/or continue to update either party regarding status of the Transaction Escrow, arbitration or other legal proceeding. If instructed and all fees (the amount as set forth in the Terms of Using the MySafeTrade.com Platform in effect at the time) are paid in advance, MySafeTrade.com will place funds into an account with no further authorization required for same. **THE OBLIGATION OF MYSAFETRADE.COM, THE ESCROW HOLDER AND THEIR AFFILIATES SHALL BE LIMITED TO THE HOLDING AND DISBURSEMENT OF FUNDS UPON WRITTEN INSTRUCTIONS SIGNED BY ALL PARTIES OR AN AWARD FROM THE ARBITRATOR AND/OR JUDGE.**

MySafeTrade.com may, in its sole discretion, institute the binding arbitration procedures set forth above and/or any other legal proceedings (including interpleading the funds with a court of competent jurisdiction) to resolve any dispute arising from a Transaction between Buyer and Seller and/or related to Buyer's and Seller's respective use of the MySafeTrade.com site. Notwithstanding any other provision in these General Escrow Instructions to the contrary, and regardless of whether MySafeTrade.com is identified as a party to any arbitration or other dispute governed by this section, nothing herein shall be construed to limit MySafeTrade.com's

legal and/or equitable rights, including but not limited to the filing of an interpleader action in any court of competent jurisdiction.

## **10. Time Limits**

Should the MySafeTrade.com site or our services be unavailable, or if Buyer and Seller jointly desire to extend the Buyer Inspection Period or the Seller Inspection Period, then MySafeTrade.com may, but shall not be obligated to, extend such times as set forth in the Transaction Escrow Instructions at MySafeTrade.com's sole and absolute discretion, and MySafeTrade.com will provide prompt e-mail notification of any extension to all parties. With the exception of MySafeTrade.com extensions, the Buyer Inspection Period and the Seller Inspection Period as set forth in these Instructions and the Transaction Escrow Instructions shall not be modified.

If, for any reason, you are unable to gain access to the MySafeTrade.com site to inform MySafeTrade.com of any acceptance, rejection or return of merchandise, then you must notify MySafeTrade.com within the applicable time limit by e-mailing us at [support@mysafetrade.com](mailto:support@mysafetrade.com). This notification will not be considered effective until MySafeTrade.com acknowledges receipt by notifying Buyer and Seller via e-mail or by updating the Transaction Detail Screen.

## **11. Timing of Payment**

All Escrow Funds due to Buyer and Seller shall be paid as soon as possible following the Buyer's acceptance, Seller's acceptance, or the resolution of a dispute. In the event that Buyer makes any form of overpayment, we shall reimburse the overpayment upon the Close of Escrow. In the event that Buyer or Seller is overpaid for any reason, Buyer and Seller agree to promptly return the funds to MySafeTrade.com. The payee agrees to pay any postage costs and/or wire fees if an alternate payment is requested. Buyer and Seller shall also hold MySafeTrade.com harmless from any loss that may arise due to currency conversion.

## **12. Method of Payment**

In the event Buyer chooses credit card as the method of payment, MySafeTrade.com is hereby authorized to charge to Buyer's credit card at the time Buyer selects the Form of Payment from the Transaction Detail Screen. Buyer agrees to provide MySafeTrade.com with any documentation required to validate Buyer's identity. MySafeTrade.com reserves the right to refuse a credit card or other form of payment for any reason, and MySafeTrade.com is under no obligation to disclose the reason for the credit card or other form of payment refusal. If a credit card or other form of payment is refused, the Transaction shall be considered cancelled 20 days after MySafeTrade.com's notification to the Buyer of the refusal and Buyer's failure to cure within that period. All escrow fund disbursements shall be made to Seller, or Buyer in the case of a refund, by making a credit back to a credit card or other payment source, or if not authorized to do so by the credit card company or other payment source by method agreed between MySafeTrade.com and Buyer or Seller, depending on who is the recipient of funds.

## **13. Finality of Payment**

Upon any payment or other disposition of the Escrow Funds, the Transaction shall be deemed closed and final with no further obligation on the part of Buyer, Seller, or MySafeTrade.com. If after a Transaction is closed and MySafeTrade.com has distributed proceeds, a Buyer who has made a payment with a credit card instructs a credit card company to stop payment or make a charge back so that MySafeTrade.com does not receive the payment from the credit card company or the previous credit from the credit card company is reversed or “charged back”, said action by Buyer is deemed to be a material breach of this agreement. The parties agree that if such a breach does occur after the Transaction closes liquidated damages in the amount of the stopped payment, reversal or charge back plus an additional USD 5,000 (five thousand US Dollars) will be imposed (“Liquidated Damages”). The parties agree the Liquidated Damages amount set forth herein is reasonable in light of (1) the anticipated or actual harm caused by the breach; (2) the difficulties of proof of loss; and (3) the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.

#### **14. Escrow Funds**

In accordance with applicable law, all Escrow Funds shall be deposited in an account of MST. Buyer and Seller acknowledge that the maintenance of such accounts may result in MST or a MySafeTrade.com affiliate being provided with certain interest, bank services, accommodations or other benefits by the bank. All such interest, services, accommodations and other benefits shall accrue to MST and the MySafeTrade.com affiliates, and MST and the MySafeTrade.com affiliates shall have no obligation to account to Buyer or Seller or any other party to any escrow created hereunder for the value of such interest, services, accommodations or other benefits.

Unless otherwise agreed in writing, Escrow Funds do not earn interest for Buyer or Seller. If Buyer or Seller anticipate an extended period of time before the Close of Escrow, Buyer or Seller may request in writing by e-mail, and MySafeTrade.com may (but is not obliged to) approve, an instruction to have MySafeTrade.com place the Escrow Funds into an interest bearing account for benefit of the Buyer or Seller, as agreed upon in writing by all parties. Said account shall be established at the bank wherein all MST funds are deposited. If this request is approved by MySafeTrade.com, a one-time non-refundable advance service charge of USD 100.00 (one hundred US Dollars) will be charged to the party to whom the interest is due and payable.

#### **15. Unclaimed Funds**

Escrow Funds held on deposit for longer than twelve (12) months shall be charged an annual maintenance fee of fifty dollars (\$50) (the “Maintenance Fee”), beginning with the last day of the twelfth month. The Maintenance Fee shall be charged annually, beginning with the last day of the respective twelfth month, for as long as the Escrow Funds are deposited in the account of MST or any of MST’s affiliate.

#### **16. Communication Between Parties**

Unless otherwise agreed upon by all parties, all communication from MySafeTrade.com to Buyer and Seller may be by e-mail to the last address provided in the user profile. Buyer and Seller agree to use the MySafeTrade.com site to verify the accuracy of all email communications

from MySafeTrade.com. An electronic record shall be deemed to be sent when the information is properly addressed or directed to its intended recipient, and either: (1) enters an information processing system outside the control of the sender; or (2) enters a region of an information processing system that is under the control of the recipient. If a party is unable to use the MySafeTrade.com site after the Transaction is created and the terms agreed on, a party may contact MySafeTrade.com by e-mail at [support@mysafetrade.com](mailto:support@mysafetrade.com), to make arrangements for alternative methods of signature and acknowledgment.

## **17. Digital Identification**

MySafeTrade.com shall create issue and verify digital identifications for all parties involved in a Transaction ("Digital Identification"). Digital Identifications shall be considered "electronic signatures", attributable to the person as if the Digital Identification were the act of the person, and may be shown in any manner, including any security procedure employed for verification purposes.

Digital Identifications are attached to all accepted electronic documents, and all notification emails. Buyer's Digital Identification is attached to all accepted documents when the Buyer selects the "Agree" button. Seller's Digital Identification is attached to all electronic documents when the Seller selects the "Agree" button, and when documents are transmitted from Seller to the MySafeTrade.com site. Notwithstanding anything to the contrary, MySafeTrade.com reserves the right to require ink signatures on hard copy documents, including these General Escrow Instructions and Transaction Escrow Instructions, at any time.

## **18. Our Rights; Disputes and Bankruptcy**

If we believe in our sole, good faith opinion that the Transaction violates the terms of these General Escrow Instructions, or the Transaction violates or is likely to violate any applicable law, rule or regulation, then we may terminate the Transaction and seek court-ordered protection of the Escrow Funds in a court of competent jurisdiction by any court-ordered means, including but not limited to, an impound account and/or institution of a receiver.

If any dispute arises between the Buyer and Seller and such dispute is not resolved within a reasonable time, or if any conflicting demand shall be made upon MySafeTrade.com, MySafeTrade.com shall not be required to take any action until such time as MySafeTrade.com receives written instructions signed by all parties. MySafeTrade.com may take such action including but not limited to the institution of an arbitration proceeding or the filing of a judicial action as MySafeTrade.com, in its sole discretion, elects to do. If MySafeTrade.com is compelled to initiate arbitration and/or judicial proceedings to enforce the terms of these General Escrow Instructions including but not limited to any action to collect unpaid fees and/or enforce judgments in any jurisdiction MySafeTrade.com will be entitled to reimbursement of attorney fees and costs incurred.

Should a Buyer or Seller file for bankruptcy protection in any bankruptcy court while either party has an escrow open with MySafeTrade.com, or while MySafeTrade.com holds title to any property or ongoing service which is the subject of an escrow, MySafeTrade.com reserves the

right to cancel such escrow and return the property to the Seller or the Buyer, depending on who transferred such property to MySafeTrade.com, with no further instruction required from the parties.

## **19. Authority**

The natural person who selects the "Agree" button at the bottom of this screen on behalf of the Buyer or Seller certifies that by selecting the "Agree" button, that Buyer or Seller is at least eighteen years of age and that he or she has read and agrees to be bound by the terms of these General Escrow Instructions, and the Transaction Escrow Instructions. If the natural person is acting on behalf of a corporation, limited liability company, partnership, trust or business entity of any type, by selecting the "Agree" button, he or she represents and warrants that he or she has the authority to bind said entity.

## **20. Services Not Included**

The Buyer and Seller understand that the above escrow services DO NOT include any representation of warranty, either expressed or implied by MySafeTrade.com, and that MySafeTrade.com assumes no responsibility for the legality of the transaction, condition of the ownership, sufficiency of instruments conveying ownership, or agreements therefore. Payment of sales tax, utilities, future performances of Buyer and Seller, transfer of any insurance policies or warranties, legality of the transaction or legal effect thereof or any other matters related to merchandise or this escrow NOT specifically included herein shall be considered outside of escrow and neither MySafeTrade.com nor any of the MySafeTrade.com affiliates shall have any further responsibility and/or liability for same.

## **21. Entire Agreement**

In case of conflict between any of the terms of these General Escrow Instructions and our Terms of Using the Escrow Platform, or any of the agreements and any other agreements between any of the parties to a transaction, these General Escrow Instructions shall control. Any agreement between Buyer and Seller that is not reflected in either the Transaction Escrow Instructions, or these General Escrow Instructions, in no way bind MySafeTrade.com or any of the MySafeTrade.com affiliates. By submission below, Buyer and Seller agree to be bound by the terms of these General Escrow Instructions. Submission below shall constitute your Electronic Signature to these General Escrow Instructions and the Transaction Escrow Instructions.

## **22. Governing Law; Venue and Dispute Resolution**

This Agreement shall be governed by, and construed in accordance with, exclusively by English law. Any controversy or claim arising out of or relating to use of [www.mysafetrade.com](http://www.mysafetrade.com) website and/or General Escrow Instructions and/or the Transaction Escrow Instructions shall be settled by binding arbitration in accordance with the rules of net-ARB.com. The costs of arbitration shall be initially borne by Buyer or Seller, depending on who is initiating arbitration, and later apportioned by the arbitrator. The arbitrator's decision will be binding upon the parties and may not be appealed. A judgment of a court having jurisdiction may be entered upon the

arbitrator's award. All parties submit to personal jurisdiction in net-ARB.com, and venue in net-ARB.com. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature. Each party hereby waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to jurisdiction or venue with respect to any proceeding brought in accordance with these General Escrow Instructions.

### **23. Severability; Headings**

If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the cope or extent of such section.

### **24. Force Majeure**

If performance hereunder is interfered with by any condition beyond a party's reasonable control, the affected party will be excused from such performance to the extent of such condition.

### **25. Counterparts**

These General Escrow Instructions may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. The parties may execute these General Escrow Instructions and forward an executed counterpart signature to the other party by electronic signature or fax and the party receiving such executed counterpart by electronic or faxed signature shall be authorized to attach it hereto as a legal and valid signature of such executing party, including electronic or fax signatures. However, if these General Escrow Instructions are executed in counterparts no signatory hereto shall be bound until all parties have duly executed a counterpart of these General Escrow Instructions. The parties hereto are authorized to treat an electronic or a faxed counterpart signature as a duplicate original signature for any and all purposes.

End of General Escrow Instructions.