

Empirium Terms of Service

Last Updated: April 17, 2025

1. Introduction

Welcome to Empirium, a trusted marketplace for critical goods operated by Empirium, Inc. ("Empirium," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of Empirium's platform, website, and services (collectively, the "Services"). By using the Services, you agree to these Terms. If you do not agree, do not access or use the Services.

2. Eligibility

You represent and warrant that:

- The Services are available only to legally registered business entities and government agencies.
- You are a legally registered entity authorized to conduct business and enter into contracts.
- You have the authority to bind the entity you represent to these Terms.
- You are not subject to any trade restrictions, sanctions, or prohibited party lists.
- You will comply with all applicable laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), and Office of Foreign Assets Control (OFAC) sanctions.

3. Account Registration and Security

To use the Services, you must register an account. You agree to:

- Provide accurate, current, and complete information.
- Maintain the security of your account credentials.
- Notify us immediately of any unauthorized access.
- Accept responsibility for all activities occurring under your account.

We reserve the right to refuse service, terminate accounts, or remove content at our discretion.

4. Service Description

Empirium provides a marketplace for buyers and sellers of industrial goods, materials, and related services. We do not take ownership of or title to goods sold through the platform. Transactions occur directly between buyers and sellers, with Empirium facilitating communication, compliance verification, and payment processing.

5. Permitted Use and Restrictions

You agree to use the Services only for lawful purposes. You shall not:

- Engage in illegal activities or transactions violating U.S. or allied regulations.
- Post false, misleading, defamatory, or deceptive content.
- Attempt to bypass security controls or access restricted areas.
- Reverse engineer, copy, or modify any part of the Services.
- Upload malicious code, spyware, or conduct security breaches.
- Use data scraping, automated bots, or other unauthorized data collection methods.

We reserve the right to suspend or terminate access for violations of these Terms.

6. Compliance Requirements

- Prior to listing any products for sale, Supplier shall determine (i) whether the products are subject to the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR), and (ii) the proper U.S. Munitions List Category or Export Controls Classification Number for the products. Empirium will not be responsible for validating the export controls classification of Supplier's product. Upon request, Supplier shall provide Empirium with information regarding the classification of its products to verify compliance with this provision.
- Supplier and Buyer shall be solely responsible for (i) determining whether a transaction requires an export authorization and for obtaining the authorization prior to export, and (ii) completing all relevant import and export paperwork required for the transaction, including but not limited to the electronic export information filing. Empirium is not the exporter or importer of record for any transactions between Supplier and Buyer. Supplier and Buyer shall (i) indemnify and hold harmless Empirium for any loss arising from violation of import and export controls in relation to the transaction, (ii) immediately notify Empirium if they know or have reason to know a transaction

potentially violated import or export controls, and (iii) upon request, provide Empirium with information regarding export authorizations and compliance with this provision.

- Customer is not, nor is it owned by or acting on behalf of a person or entity (i) organized, located, or resident in a sanctioned jurisdiction, including Cuba, Iran, North Korea, Syria, Russia, Belarus, Venezuela, or the embargoed regions of Ukraine, (ii) targeted by U.S. or other applicable sanctions or export controls, including but not limited to designation on the Specially Designated Nationals and Blocked Persons List, the Entity List, or the Military End User List, (iii) engaged in restricted end uses under the ITAR or EAR, except as authorized under a specific license issued by the applicable regulatory authority. Customer shall comply with U.S. and other applicable export controls and sanctions and shall not cause Empirium to be in violation of such laws. Empirium has the right to immediately terminate the Customer, without notice or liability, if continued dealings may, in Empirium's sole discretion, violate U.S. other applicable export controls and sanctions.

Prohibited Items:

- ITAR-controlled items without proper authorization.
- Sanctioned or embargoed goods.
- Counterfeit or stolen products.
- Products violating intellectual property rights.

Users are responsible for securing all necessary licenses and ensuring transactions comply with regulatory requirements.

7. Transaction Terms

All transactions conducted on Empirium are subject to the following:

1. Buyers and sellers are responsible for negotiating terms.
2. Empirium charges transaction fees as specified in the fee schedule.
3. Payments are processed through third-party providers.
4. Shipping must comply with applicable trade and export laws.
5. Disputes must follow our dispute resolution process.
6. Sellers must meet quality and compliance standards for listed products.

8. Confidentiality

You agree to maintain the confidentiality of non-public information accessed through Empirium, including proprietary transaction details and supplier data. You will implement safeguards to prevent unauthorized disclosure.

9. Intellectual Property

Empirium retains all rights, title, and interest in its platform, software, and trademarks. You may not use, reproduce, or modify Empirium's intellectual property without prior written consent.

10. Privacy and Data Protection

Our collection and use of data are governed by our Privacy Policy. You agree to:

- Comply with applicable data protection laws.
- Refrain from sharing or processing personal data unless required for a transaction.
- Maintain confidentiality and security of any data accessed through the Services.

11. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. EMPIRIUM DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EMPIRIUM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SERVICES. OUR TOTAL LIABILITY SHALL BE LIMITED TO THE GREATER OF:

- (A) THE AMOUNT YOU PAID TO EMPIRIUM IN THE 12 MONTHS PRIOR TO THE CLAIM, OR
- (B) \$1,000.

13. Indemnification

You agree to indemnify and hold harmless Empirium, its officers, directors, employees, and agents from any claims, damages, or liabilities arising from:

1. Your use of the Services.
2. Your content or transactions.
3. Your violation of these Terms or applicable laws.

14. Termination

We may suspend or terminate your access to the Services at any time without notice. Upon termination:

- All rights granted under these Terms cease.
- You must stop using the Services.
- Confidentiality, intellectual property, and compliance obligations survive termination.

15. Dispute Resolution

Any disputes arising under these Terms shall be resolved through binding arbitration in San Francisco, California. Class actions are not permitted. This provision does not prevent either party from seeking injunctive relief for intellectual property or confidentiality violations.

16. Governing Law

These Terms are governed by the laws of the State of California, excluding conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

17. Changes to Terms

We may update these Terms at any time. Changes become effective upon posting to the Services. Continued use of the Services constitutes acceptance of modified Terms.

18. Miscellaneous

- These Terms constitute the entire agreement between you and Empirium.
- Our failure to enforce a provision does not waive our rights.
- If any provision is found unenforceable, the remaining provisions remain in effect.
- You may not assign your rights under these Terms without our consent.

- Notices must be sent to support@empirium.co.

19. Stripe Service Agreement (if using Stripe services)

If using Stripe, payment processing services for users on Empirium are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “Stripe Services Agreement”). By agreeing to these terms or continuing to operate as a user on Empirium, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Empirium enabling payment processing services through Stripe, you agree to provide Empirium accurate and complete information about you and your business, and you authorize Empirium to share it and transaction information related to your use of the payment processing services provided by Stripe.

20. PayPal Service Agreement (if using PayPal services)

If using PayPal, payment processing services for users on Empirium are provided by PayPal and are subject to the [PayPal Seller Protections](#). PayPal accounts are subject to the [PayPal User Agreement](#), and administration of these accounts remains between PayPal and the account owner, not Empirium. Emporium provides this service under the [PayPal Platform Seller Account Agreement](#). By agreeing to these terms or continuing to operate as a user on Empirium, you agree to be bound by these terms, as the same may be modified by PayPal from time to time. As a condition of Empirium enabling payment processing services through PayPal, you agree to provide Empirium accurate and complete information about you and your business, and you authorize Empirium to share it and transaction information related to your use of the payment processing services provided by PayPal.

21. Routefusion Service Agreement (if using Routefusion services)

If using Routefusion, payment processing services for users on Empirium are provided by Routefusion and are subject to the [Routefusion Terms of Service](#). By agreeing to these terms or continuing to operate as a user on Empirium, you agree to be bound by the Routefusion Terms of Service, as the same may be modified by Routefusion from time to time. As a condition of Empirium enabling payment processing services through Routefusion, you agree to provide Empirium accurate and complete information about you and your business, and you authorize Empirium to share it and transaction information related to your use of the payment processing services provided by Routefusion.

22. Escrow.com Service Agreement (if using Escrow.com services)

If using Escrow.com, payment processing services for users on Empirium are provided by Escrow.com and are subject to the [General Escrow.com Terms and Conditions](#). By agreeing to these terms or continuing to operate as a user on Empirium, you agree to be bound by the General Escrow.com Terms of Service, as the same may be modified by Escrow.com from time to time. As a condition of Empirium enabling payment processing services through Escrow.com, you agree to provide Empirium accurate and complete information about you and your business, and you authorize Empirium to share it and transaction information related to your use of the payment processing services provided by Escrow.com.

For questions, contact us at support@empirium.co.