

WEBSITE TERMS

These Terms of Use (“**Terms**”) apply to the “**Service**.” The “**Service**” includes any portion of the Stella & Dot Family Brands’ websites, including the official corporate websites, Independent Business Owner personal websites, the Independent Business Owner-only portion of the websites, known as the “Lounge,” and any other websites under the control of Stella & Dot which reference these Terms (collectively the “**Website**”), and the Dottie mobile application.

The Service is operated by Stella & Dot LLC, d/b/a Stella & Dot, KEEP Collective and EVER LLC, and its affiliates and subsidiaries (referred to herein as “**Stella & Dot**”, “**we**”, “**us**” and “**our**”). Your use of the Service is subject to the following terms and conditions.

“**Independent Business Owners**” (also referred to as “**Business Owners**”) include Stella & Dot Stylists, KEEP Collective Designers and EVER LLC Specialists, each of whom are independent contractors who sell Stella & Dot Family Brand products online and offline.

Binding Agreement:

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SERVICE. EACH TIME YOU USE THIS SERVICE, YOU AGREE TO THESE TERMS, AND THEY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND STELLA & DOT. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS SERVICE.

If you are using the Service on behalf of a company, entity, or organization (collectively “**Organization**”), then you represent and warrant that you:

1. are an authorized representative of that Organization;
2. have the authority to bind that Organization to these Terms; and

3. agree to be bound by these Terms on behalf of that Organization.

Service:

Referrals. You agree that if you request that we connect you to a Business Owner or make a purchase through the Service and you do not have a Business Owner, we may provide your information to a Business Owner near you. A Business Owner may contact you using the contact information you provided to us.

Products' and Services' Descriptions and Specifications. Stella & Dot attempts to be as accurate as possible when describing products and services on the Service. However, Stella & Dot does not warrant that product or service descriptions or specifications are accurate, complete, reliable, current, or error-free. If a product or service we offer through the Service does not match its description, your sole remedies are to stop using the Service and to return the product in unused condition. All descriptions and specifications are subject to change at any time without notice.

Pricing. The list prices displayed for products and services on the Service represent the full retail prices, excluding taxes and applicable fees, and are subject to change at any time without notice. Despite our best efforts, list and sale prices may be incorrect. We reserve the right to correct, at any time, any pricing errors. If a product or service's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

Availability. Availability of a product or service may change without notice.

Accepting an Order. We may limit the acceptance of orders to particular jurisdictions and as permitted by applicable law. While we try to confirm orders by email, your receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an

offer to sell a product or service. The shipment of the products shall be the sole evidence of our acceptance of your order. We reserve the right, without prior notice, to limit the order quantity of any product or service and to refuse service to you. We also may verify information before we accept or ship any order.

Cancellation and Return Policy. You may cancel your purchase according to the policy located [here](#). You may return your purchases according to the policy located here. Please contact your personal Independent Business Owner or email service@stelladot.com to dispute a charge or request a refund.

Risk of Shipping Loss. All items purchased from Stella & Dot are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the shipping carrier.

Promotions. We and third parties on our behalf may run promotions, including sweepstakes and contests. The specific rules and regulations governing promotions will vary, and your participation constitutes your agreement to abide by those rules and regulations.

No SPAM. You agree that your use of the Service shall not include sending unsolicited marketing messages or broadcasts (i.e., spam). We will utilize any means possible to block spammers and abusers from using the Service. If you believe spam originated from the Service, please email us immediately at privacy@stelladot.com.

Additional Terms. Note that special terms apply to some services offered on the Service, such as subscription-based services, product purchases, rules for particular contests or sweepstakes or other features or activities. These terms are posted on the Service in connection with the applicable service. Any such terms are in addition to these Terms and, in the event of a conflict, prevail over these Terms. Other than as described in these Terms, these Terms constitute the entire agreement between you and Stella & Dot concerning your use of the Service.

EVER Referral Rewards Terms & Conditions

Rewards

Referring customers will receive a referral credit in their www.everskin.com account after the referral is confirmed and the referral credit is approved by a customer service member.

Eligibility

Eligibility is limited to individuals only. EVER Skincare's referral program cannot be used by businesses for affiliate lead generation as determined in EVER Skincare's sole discretion. To qualify for a promo code, the referred person must (i) be a new customer, (ii) use the referring customer's unique referral link and (iii) make a qualifying purchase on www.everskin.com in an amount of at least \$50 USD (excluding taxes and shipping) prior to the promo code's expiration, as applicable. The promo code is for one-time use only. Customers may not refer anyone who has an existing www.everskin.com account under an alternate email address. Stella & Dot LLC employees are not eligible. EVER Skincare to make final determinations as to referrals and promo code eligibility in its sole discretion.

Use

Referral credit expires 60 days after issuance. Referring customers may only earn one referral credit per referred person. In the event a referred person cancels his/her order and their lifetime order value decreases below the minimum purchase amount, the referral credit awarded to the referring customer may be rescinded. Referral credit cannot be applied to previous purchases, and is not redeemable for cash.

General Terms

You must comply with all laws, including but not limited to anti-“SPAM” laws. For example, emails must be created and distributed in a personal manner and bulk email distribution is strongly discouraged. Any distribution of your referral link that could constitute unsolicited

commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from EVER Skincare's referral program.

EVER Skincare reserves the right to review and investigate all referral activities. Any abuse of this offer (including but not limited to, placing and/or promoting referral codes and reward codes on coupon sites or other websites created to take advantage of referral traffic generated from individuals searching for coupons or other discount codes), as determined by us in our sole discretion, may result in the rescission of the referring customer's referral credit and the referred person's promo code as well as both parties' inability to participate in this or future promotions.

This referral program is subject to modification or termination at any time without notice in our sole discretion. _____

Transactions and Payments:

You Agree To Pay Stella & Dot for Purchases on the Service. You agree to pay for the purchases you agree to make through the Service. You agree that Stella & Dot may charge your selected payment method, such as a credit card, either directly or through the services of a third-party payment processor. If non-payment occurs due to a failed credit card transaction and is not remedied within seven days after we send you notice of non-payment, then we may terminate the applicable purchase.

Pre-Authorization. When you provide a credit card number to pay for a purchase on the Service, we, through our third-party payment processor, may seek pre-authorization of your credit card account prior to a purchase. This pre-authorization will verify the credit card is valid and/or has the necessary funds or credit available to cover your required payment. These pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact your card issuer if you have additional questions regarding when an authorization amount will be removed from your

statement.

Third-Party Payment Processors. Stella & Dot currently uses third-party payment processors for electronic commerce. Our payment processors and the payment methods they accept may change without notice. Our third-party e-commerce payment processor accepts payments through methods detailed on the applicable payment screen, which may include various credit cards. By using such third-party payment processors, you agree to their terms and conditions of use. Such third parties may charge fees to process payments. We may pay certain fees at our sole discretion. Stella & Dot disclaims all liability with regards to any fees or problems you have with third-party payment processors.

Availability of Certain Forms of Payment. Stella & Dot makes no representations and warranties about the continued availability of any particular form of payment method made available for use with the Service.

Timing of Payment. Payment occurs within a reasonable time of the transaction or shortly thereafter.

Notice of Failed Payment. If any fee cannot be charged to your credit card for any reason, we may provide you, via phone or email, notice of such non-payment and a link for you to update your payment information. If such non-payment is not remedied within seven days after receiving such notice of non-payment, then we may terminate the applicable subscription.

Taxes and Fees. You are responsible for determining and paying the appropriate government taxes, fees, and service charges resulting from a transaction occurring through the Service. We are not responsible for collecting, reporting, paying, or remitting to you any such taxes, fees, or service charges.

Currency. All transactions through the Service in the U.S. are in U.S. dollars and in Canada will be Canadian dollars.

Terms Modification:

We reserve the right to modify or otherwise update these Terms at any time by posting an updated version on the Service and you agree to be bound by such modifications, updates and revisions. You should visit this page from time to time to review the current terms. We may change the Service or delete Content (as defined in the “Copyright” section below) or features of this Service at any time, in any way, for any or no reason at our discretion.

Copyright:

All information, materials, functions and other content (including Submissions as defined in the “**Submissions**” section below) provided on this Service (collectively “**Content**”), such as text, graphics, images, video, audio, logos, computer code, and other content, is our property or the property of our licensors and is protected by U.S. and international copyright laws. The collection, arrangement and assembly of all content on this Service is our exclusive property and is protected by U.S. and international copyright laws. Except as stated herein or as otherwise provided in an express authorization from us, no material from the Service may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. Any unauthorized use of any material contained in this Service is strictly prohibited.

Trademarks:

Unless otherwise noted, the trademarks, service marks, trade dress, trade names, and logos (collectively “**Trademarks**”) used and displayed on this Service are our registered and unregistered Trademarks and the Trademarks of our licensors and are protected under trademark and other laws. Nothing on this Service should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Service. Our Trademarks and those of our licensors may not be used in connection with any product or service that

is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us.

Your Use of the Service and Content:

We grant you a limited license to access and make personal use of the Service and the Content, subject to these Terms. This license is revocable at any time without notice and with or without cause. Neither this Service nor any portion of this Service or any Content may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by us in writing, except that where the Service is configured to enable the download of particular Content, you may download one copy of such Content to a single computer for your personal, noncommercial home use only, provided that you: (a) keep intact all copyright, trademarks, service marks, and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of our products, services, or brands. Any other use is expressly prohibited. We reserve the right to refuse services,

and/or cancel orders at our discretion if we believe that user conduct violates applicable laws or is harmful to our interests.

In the event that we offer downloads of software from this Service and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively the “**Software**”) are licensed to you by us or third party licensors for your personal, noncommercial home use only. We do not transfer title to the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form. If required, we will seek your express consent before downloading any Software to your computer system. Such consent will be sought by Stella & Dot, located at the contact information set out below in these Terms.

We are not responsible for any disputes or disagreements between you and any third party you interact with using the Service, including disputes among Business Owners and consumers. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release Stella & Dot of all claims, demands, and damages in disputes among users of the Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Service.

Linking:

Links to third party websites may be provided on this Service. If so, they are provided solely as a convenience to you. If you use such links, you will leave this Service. We have not reviewed all such third party Services (if any) and do not control and are not responsible for any of these websites and their content. We do not endorse or make any representations about such websites or any information or materials found there, or any results that may be obtained from using them. If you access any third party websites linked from this Service, you do so at your own risk.

Unless otherwise permitted in writing signed by an authorized representative of Stella & Dot, a website that links to this Service:

- Shall not imply, either directly or indirectly, that Stella & Dot is endorsing its products;
- Shall not use any of our Trademarks or the Trademarks of our licensors;
- Shall not contain content or material that could be construed as offensive, controversial or distasteful and should only contain content that is appropriate for all age groups;
- Shall not disparage us or our products in any way or otherwise negatively affect or harm our reputation and goodwill;
- Shall not present false or misleading information about us or the Stella & Dot opportunity;
- Shall not misrepresent any relationship with us;

- Shall not replicate in any manner any content in the Service; and
- Shall not create a browser or border environment around Service material.

Claim of Copyright Infringement:

We respect the intellectual property rights of others. If you believe that your copyrighted property has been copied in any way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent the information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Service;
- Your physical address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or by the law; and
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We may terminate the accounts and/or prevent content posting of users who repeatedly infringe copyright holders' copyrights. A "repeat infringer" is a user who, on more than two occasions, has been determined by final order of a United States court to have infringed the copyright rights of a third party by providing infringing content through

the Service.

We may give you notice that we have removed or disabled access to certain material by means of a general notice on the Service, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to your physical address in our records. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Consult your legal advisor and see 17 U.S.C. § 512 before filing a notice or counter-notice as there are penalties for false claims under the DMCA.

Our Copyright Agent for notice and counter-notices of claims of copyright infringement on this Service can be reached as follows:

By Mail:

Stella & Dot LLC
Attn: Copyright/Fraud Prevention
8000 Marina Boulevard, Suite 400
Brisbane, California 94005

By Email: copyright@stelladot.com

Your Content and Other Submissions:

For purposes of these Terms, the word “**Submissions**” means text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or

otherwise distribute on or through this Service.

We are always pleased to receive your comments, suggestions, and Submissions regarding this Service, our products and services, and our opportunity. If you transmit to us, post, or upload any Submissions to or through this Service, you grant us and our affiliates a non-exclusive, royalty-free, fully paid up, sub-licensable, transferable, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute, publicly perform, create derivative works, and incorporate such Submissions and the names identified on the Submissions throughout the world in any media for any and all commercial and non-commercial purposes. You waive any rights you may have regarding your Submissions being altered or manipulated in any way that may be objectionable to you. This license will continue even after you stop using the Service. You also hereby grant each user of the Service a non-exclusive license to access your Submissions through the Service and third party social media sites, such as Facebook and Instagram.

By communicating a Submission to us, you represent and warrant that the Submission and your communication thereof conform to the “Rules of Conduct” section set forth below and all other requirements of these Terms and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms. You agree to pay for all royalties, fees, and any other monies owing any person by reason of content you post on or through the Service. You also acknowledge and agree that your Submission is non- confidential and non-proprietary.

You understand and agree that you will not obtain, as a result of your use of the Service, any right, title, or interest in or to such content delivered via the Service or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets, or other rights) in the content.

Accounts:

Some services on this Service permit or require you to create an account to participate in or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph.

Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you agree to use reasonable efforts to prevent unauthorized access to or use of the Service and to preserve the confidentiality of your username and password, and any

device that you use to access the Service. You also agree to promptly notify us at privacy@stelladot.com of any unauthorized use of your username, password, other account information, or any other compromise of your credentials or account that you become aware of involving or relating to this Service. You will be solely responsible for the losses incurred by Stella & Dot and others due to any unauthorized use of your account.

We may suspend or terminate your account and your ability to use the Service or any portion thereof for failure to comply with these Terms or any special items related to a particular service, for infringing copyright, or for any other reason whatsoever.

Public Forums:

“**Public Forum**” means an area or feature offered as part of this Service that offers the opportunity for users to distribute Submissions for viewing by one or more Service users, including, but not limited to, a

chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or email function.

You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You are and shall remain solely responsible for the Submissions you distribute on or through the Service under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum.

You should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. We are not responsible for, and we do not endorse, or represent or guarantee the truthfulness, accuracy, or reliability of the opinions, advice, information, content, or recommendations posted or sent by users in any Public Forum, including postings by Stella & Dot employees, and we specifically disclaim any and all liability in connection therewith. You accept that any reliance on material posted by users or third-party service providers will be at your own risk. By using the Service you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate.

We owe you no obligation, and therefore may refuse to post, deliver, display, transmit, remove, modify or otherwise use or take any action with respect to any Submissions that you make to the Service.

Communications:

You agree to receive email from us at the email address you provided to us for customer service related to the Services. We may send you email communications when you have opted to receive them. We may also

send you special offers based on your selected interests. You may opt not to receive such promotional emails from us at any time by clicking on the unsubscribe link in each email. Consent for the sending of such commercial electronic messages will be sought by Stella & Dot located at the contact information set out below in these Terms.

By using the Service or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Service or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at privacy@stelladot.com.

Rules of Conduct:

The following Rules of Conduct apply to the Service. You agree to use the Service only for its intended purpose and in an authorized manner. You must use the Service in compliance with all privacy, data protection, intellectual property, and other applicable laws. By using the Service, you agree that you will not upload, post, or otherwise distribute to the Service any Submission that:

- (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic, or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- attempts to or interferes with, harms, reverse engineers, steals from, or gains unauthorized access to the Service, user accounts, or the technology and equipment supporting the Service;
- attempts to or results in data mining, robots, or the use of other data

gathering devices on or through the Service, unless specifically allowed by these Terms;

- sell, transfer, or assign any of your rights to use the Service to a third party without our express written consent;
- accesses the Service from a jurisdiction where it is illegal or unauthorized;
- is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, abuse, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity;
- infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- is commercial, business related or advertises or offers to sell any products services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Service or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Service; or
- (a) does not generally pertain to the designated topic or theme of the relevant Public Forum; (b) violates any specific restrictions applicable to a Public Forum, including its age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing", as those terms are commonly understood and used on the Internet.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these Terms, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Service.

Removal of Submissions:

We reserve the right, but disclaim any obligation or responsibility, to (a) monitor or review Submissions; (b) refuse to post or communicate or remove any Submission from the Service for any reason, including for activity which, in its sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of the Service; and (c) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms and/or protect the safety or security of any person or property, including the Service. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

International:

When you use the Service, you are responsible for compliance with applicable local laws.

Privacy:

Stella & Dot respects your privacy and the privacy of other visitors to the Service. To learn about our privacy practices and policies, please see

our [Privacy Policy](#), incorporated by reference into these Terms. Additionally, by using this Service, you acknowledge and agree that Internet transmissions may never be completely private or secure. You understand that even though Stella & Dot takes precautions and utilizes SSL technology, any message or information you send to the Service may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Legal residents of Canada only: The personal information you provide in connection with the Service may be transferred to the United States for processing, and therefore could be subject to U.S. law.

Children:

Stella & Dot is committed to the safety of our children. Persons under the age of majority in his or her jurisdiction of residence may not enroll as Stella & Dot Independent Business Owners or register as customers. No part of the Service is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER.

Disclaimer of Warranties:

“**Released Parties**” include Stella & Dot and its affiliates, subsidiaries, officers, employees, agents, partners, Business Owners, licensors, licensees, resellers and distributors.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE AND ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE AND ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY

KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, RELEASED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS AND SERVICES OFFERED BY THE RELEASED PARTIES OR OTHER PERSONS ON OR THROUGH THE SERVICE, IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATABILITY, AND NONINFRINGEMENT. RELEASED PARTIES DO NOT WARRANT THAT (A) THE SERVICE AND THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE ARE ACCURATE, UN-INTERRUPTED, ERROR-FREE, RELIABLE OR CORRECT, THAT THIS SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED, (C) THE SERVICE OR ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS, (D) THE QUALITY OF ANY PRODUCTS OR SERVICES AVAILABLE ON THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (E) THE SERVICE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS SERVICE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. RELEASED PARTIES

DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY

CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST RELEASED PARTIES WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SERVICES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION). RELEASED PARTIES MAY IMPROVE, SUSPEND, OR CHANGE THE PRODUCTS AND SERVICES DESCRIBED IN THIS SERVICE AT ANY TIME WITHOUT NOTICE OR LIABILITY. RELEASED PARTIES ASSUME NO RESPONSIBILITY FOR AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS SERVICE OR IN OTHER DOCUMENTS WHICH ARE REFERRED TO WITHIN OR LINKED TO THIS SERVICE. SOME JURISDICTIONS SUCH AS SASKATCHEWAN AND QUEBEC DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liabilities:

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL RELEASED PARTIES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THIS SERVICE, CONTENT, OR ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICE OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER OF THE SERVICE OR ANY OTHER PERSON OR ENTITY, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR

MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SERVICE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (E) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (F) ANY OTHER MATTER RELATING TO THE SERVICE.

IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL COLLECTIVE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SERVICE EXCEED THE AMOUNT PAID BY YOU TO USE THE SERVICE, IF ANY, OR \$100 (WHICHEVER IS LESS).

MOREOVER, UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

WE MAY TERMINATE YOUR FURTHER ACCESS TO THE SERVICE OR CHANGE THE SERVICE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

SOME JURISDICTIONS SUCH AS SASKATCHEWAN AND QUEBEC DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

You agree to defend, indemnify, and hold harmless the Released Parties

from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any Stella & Dot Content, or (iii) your breach of these Terms. We shall provide notice to you promptly of any such claim, suit, or proceeding. This provision shall survive the termination of these Terms and remain in full force and effect.

Governing Law, Jurisdiction and Venue:

This Service is created and controlled by us in the State of California. The laws of the State of California govern these Terms, without giving effect to any principles of conflicts of laws. You agree that any action at law or in equity arising out of or relating to these Terms or the Service shall be filed, and that venue properly lies, only in the State or Federal courts located in San Mateo County, State of California, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Arbitration, Class Waiver, and Waiver of Jury Trial:

You and Stella & Dot mutually agree to resolve any justiciable disputes between you, including any disputes involving your use of the Services, exclusively through final and binding arbitration before a single arbitrator instead of filing a lawsuit in court. This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought. Any demand for arbitration by you must be delivered to Stella & Dot

LLC, 8000 Marina Boulevard, Brisbane, CA 94005, Attn: Legal Department.

Class Action Waiver. You and Stella & Dot mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a class action, collective action and/or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, collective or representative action (“**Class Action Waiver**”). Notwithstanding any other clause contained in this Agreement or the JAMS Rules, as defined below, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

Any arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures (“**JAMS Rules**”), except as follows:

- The arbitration shall be heard by one arbitrator selected in accordance with the JAMS Rules. The arbitrator shall be an attorney with experience in the law underlying the dispute.
- The parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place within 25 miles of where you are located.
- Unless applicable law provides otherwise, as determined by the arbitrator, the parties agree that Stella & Dot shall pay all of the arbitrator’s fees and costs.
- The arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party’s claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes.
- Except as provided in the Class Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have

been available in a court of law for the claims presented in arbitration. The arbitrator shall apply the state or federal substantive law, or both, as is applicable.

- The arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.
- The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law.
- Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual.

Regardless of any other terms herein, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate.

The JAMS Rules may be found at www.jamsadr.com or by searching for "JAMS Comprehensive Arbitration Rules and Procedures" using a service such as www.Google.com or www.Bing.com or by asking for a copy through compliance@stelladot.com

General Provisions:

We make no representations that the Content on the Service is appropriate or available for use in any particular location. Those who choose to access the Service do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

No waiver of any provision of these Terms by us shall be deemed a

further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Supply of goods, services and software through the Service is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Service, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Service if: (a) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List, or (b) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

Contacting Us:

You may contact us regarding these Terms or the Service by any of the following methods:

By Mail:

Stella & Dot LLC
Attn: Legal Department
8000 Marina Boulevard, Suite 400
Brisbane, California 94005

By Email: legal@stelladot.com

Effective Date:

These Terms are effective as of November 03, 2017, and shall remain in effect until modified and/or updated as provided in the “Modification” section above.