

Terms and Conditions

The Spinsterz, LLC. (“The Spinsterz,” “we,” “us,” “our”) provides its services (described below) to you through its website located at <https://thespinsterz.com/> (the “Site”) and through its mobile applications and related services (paywhirl, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service or The Spinsterz Advantage”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service or The Spinsterz Advantage at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE SPINSTERZ ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <https://thespinsterz.com/pages/privacy-policy>. All such terms are hereby incorporated by reference into these Terms of Service.

ACCESS AND USE OF THE SERVICE

Shipping and Risk of Loss: Unless otherwise indicated at the time of your purchase, shipping and handling fees on subscription boxes are included with your order, or noted due to international shipping. Shipping dates and/or arrival times are only estimates. For loss/damage claims, you must notify The Spinsterz within 2 weeks of you delivery date or 30 days of the date of your purchase if you believe all or part of your order is missing or damaged.

Replacement of Products and credits to your account for shipped merchandise claimed as not received are subject to our investigation, which may include postal-service notification. We will adjust your account at our sole discretion. Repeated claims of undelivered merchandise may result in the cancellation of your membership.

Returns and Exchanges: If a Product is defective, you may return it and we may, at our sole discretion, send you a new item or credit your account. To request a refund, please contact us at support@thespinnerz.com. When returning Products, it is your responsibility to take reasonable care to see that the Products are not damaged in transit and are received by us at our address as displayed on the Site. Please note credits resulting from the monthly charge are only available up to 30 days past the date of the charge. Refunds are at the sole discretion of The Spinnerz.

Your Registration Obligations: You may be required to register with Paywhirl and or The Spinnerz in order to access and use certain features of the Service, such as the Subscriptions. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify The Spinnerz of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. The Spinnerz will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: The Spinnerz reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that The Spinnerz will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Fees: To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide The Spinnerz information regarding your credit card or other payment instrument. You represent and warrant to The Spinnerz that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay The Spinnerz the payments incurred in accordance with your purchase or the Subscription (where applicable) and this Terms of Service. You hereby authorize The Spinnerz to bill your payment instrument in advance on a periodic basis in accordance with the terms of the Subscription (where applicable) and this Terms of Service until the end of your Subscription package term or until you cancel your Subscription (in which case previous charges will not be refunded, but you will receive Boxes in accordance with your Subscription plan until the end of the Subscription term that you paid for), and you further agree to pay any charges so incurred. You agree to the terms to pay a

monthly or a paid in full amount for the chosen annual, yearly, or 12 month Subscriptions plans until the end of the the subscription terms agreed to. If you dispute any charges you must let The Spinsterz know within sixty (60) days after the date that The Spinsterz charges you. We reserve the right to change The Spinsterz prices. If The Spinsterz does change prices (including, but not limited to, Subscription prices), The Spinsterz will provide notice of the change on the Site or in email to you, at The Spinsterz option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on The Spinsterz net income (e.g. sales tax). Annual Subscription plans either paid in full or 12 month annual plans will be transitioned to a monthly version of the same Subscription plan, until you cancel the continued subscription. Depending on the Subscription you purchase, payments may occur at different intervals as indicated on the Site. All Subscription cancelations must be made in accordance with the cancelation information above.

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General Practices Regarding Use and Storage: You acknowledge that The Spinsterz may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on The Spinsterz's servers on your behalf. You agree that The Spinsterz has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that The Spinsterz reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that The Spinsterz reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

CONDITIONS OF USE

By using this website, you acknowledge your assent to the following conditions of use without

limitation or qualification. Please read these conditions carefully before using this website. These terms and conditions may be revised at any time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current terms and conditions to which you are bound

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TERMINATION

You agree that The Spinsterz, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if The Spinsterz believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. The Spinsterz may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that The Spinsterz may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that The Spinsterz will not be liable to you or any third party for any

termination of your access to the Service.

USER DISPUTES

You agree that you are solely responsible for your interactions with any other user in connection with the Service and The Spinsterz will have no liability or responsibility with respect thereto. The Spinsterz reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

GENERAL

These Terms of Service constitute the entire agreement between you and The Spinsterz and govern your use of the Service, superseding any prior agreements between you and The Spinsterz with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of Oregon without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and The Spinsterz agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Deschutes County, Oregon. The failure of The Spinsterz to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of The Spinsterz, but The Spinsterz may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

YOUR PRIVACY

At The Spinsterz, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of

Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at support@thespinnerz.com or: The Spinnerz, Inc., 1320 SE Armour Way , Bend, OR 97702.

QUESTIONS? CONCERNS? SUGGESTIONS?

Please contact us at support@thespinnerz.com to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.

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