

Terms of Service

Effective: December 15, 2016

WILLOW TERMS OF USE

Welcome to Willow! You are reading these terms of use (“Terms”) because you are accessing hiwillow.com website (“Site”) and/or subscribing to the Willow subscription service for incontinence products (“Products”) for your personal use (the “Service”), which is owned and operated by Portofino Labs Inc. and its parent, subsidiaries and affiliates (collectively “Willow”, “us”, “we”, “our”). These Terms govern your subscription to the Service and browsing, viewing and other use of the Site, including your posting and sharing of text, images, audio and other media that may be viewed by other end users of the Site or users of other social networking platforms through which sharing may be enabled (“User Content”).

Please press or click “Accept” if you agree to be legally bound by all the terms and conditions herein. If you are viewing this on your mobile device, you can also view this Agreement via a web browser at <https://hiwillow.com/privacy> Your acceptance of this Agreement creates a legally binding contract between you and us. If you do not agree with any aspect of this Agreement, then do not press “Accept,” in which case you may not use the Site or subscribe to the Service.

AMONG OTHER THINGS, THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND WILLOW ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS.

A few important points:

- WILLOW IS NOT A PROVIDER OF MEDICAL ADVICE. BEFORE YOU TAKE ANY ACTION THAT MAY AFFECT YOUR HEALTH OR SAFETY, PLEASE CONSULT WITH A MEDICAL PROFESSIONAL.
- You are only eligible to use the Site or subscribe to the Service if you are a United States resident who is at least eighteen years of age. By using the Site or subscribing to the Service, you represent and warrant that you are at least eighteen years of age.
- We may make modifications, deletions and/or additions to this Agreement (“Changes”) at any time. Changes will be effective: (i) thirty (30) days after we provide notice of the Changes, whether such notice is provided through the Site user interface, is sent to the e-mail address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first.

- Additional terms and conditions may apply to some of our Products, orders or your use of certain portions of the Site or subscription to the Service. All such terms and conditions are hereby incorporated by reference into these Terms.
- Privacy Policy. Our Privacy Policy, found at <https://hiwillow.com/privacy> (“Privacy Policy”), describes the collection, use and disclosure of information in connection with the Site and the Service. The Privacy Policy, as may be updated by us from time to time in accordance with its terms, is hereby incorporated into these Terms, and you hereby agree to the collection, use and disclosure practices set forth therein.

I. Your Account; Registration

You may be asked to create an account in order to access certain features of the Site and to subscribe to the Service. In order to create an account, we will ask you to complete a registration form, provide an email address, and create a password (“Account Information”).

When you register for an account with us, the following rules apply:

- You represent and warrant that your Account Information is accurate and current.
- You agree not to register for more than one account, register an account on behalf of someone else or transfer your account.
- You will inform Willow immediately of any unauthorized use of your account. You are responsible for anything that happens through your account – with or without your permission. Willow is not responsible for any loss or activity that results from the unauthorized use of your account.
- We may suspend or terminate your account or access to the Site or your subscription to the Service at any time with or without notice if we suspect an unauthorized use of your account.

II. Products

1. Product Information; Availability Willow attempts to be as accurate as possible. However, Willow does not warrant that descriptions of the Products or other content on the Site or in connection with the Service will always be accurate, complete, reliable, current, or error-free. Certain information may contain pricing errors, typographical errors and other errors or inaccuracies, which we may correct without liability. We do not guarantee that the Products described on our Site will be available at all times.
2. Risk of Loss Merchandise purchased from our Site or in connection with a subscription to the Service may be shipped by a third party carrier. As a result, title and risk of loss for such merchandise will pass to you upon our delivery to the carrier.
3. Fraud Protection We strive to protect you and the integrity of the Site and the Service. We may monitor the Site and Service and screen any orders or other transactions for fraud or other types of unauthorized or illegal activity. We reserve

the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. If we suspect fraudulent, unauthorized or illegal activity, we may reject your order or we may contact you at the phone number or email address you provided to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity.

III. Willow Subscriptions

****Note:** At Willow, we charge and ship monthly based on your incontinence needs with differing item quantities in each subscription plan.

1. **Subscription Plans:** By subscribing to the Service and providing or designating a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method"), you agree that Willow may charge the Payment Method for your subscription at the then-current subscription rate (including any taxes, including local sales tax or VAT, and late fees, as applicable). To the extent you are late in making any payment, Willow reserves the right to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments hereunder. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. **You agree that your Payment Method will automatically be charged by Willow (through its payment card processing service provider) on a monthly basis until you cancel your subscription.** We reserve the right to change our fee structure at any time by providing you notice in accordance with these Terms, and the change in fee structure shall apply to the month following the month in which the notice is sent to you. We also reserve the right to initiate special incentive pricing, membership and other programs, which may be limited, at our sole discretion, to defined and limited existing users or new users. We do not provide price protection or refunds in the event of a price reduction or promotional offering.
2. **Billing:** We automatically bill your Payment Method on the calendar day corresponding to the commencement of your subscription. We may authorize your Payment Method in anticipation of membership or service-related charges and we reserve the right to change the timing of our billing if your Payment Method has not been successfully processed. As used in these Terms, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method.
3. **Cancelling Your Subscription:** **You may cancel your subscription at any time by contacting us at help@hiwillow.com or (855) 234-3591. If you cancel, you may use your subscription until the end of your then-current subscription month. IF YOU DO NOT CANCEL 3 BUSINESS DAYS PRIOR TO YOUR SHIP DATE, YOU WILL BE CHARGED FOR THAT MONTH'S SUBSCRIPTION CHARGE. ALL**

cancellation requests received less than 3 business days before the ship date will apply to the following cycle. Willow will not send you a monthly or annual statement. Receipts for recurring charges will be emailed to you, and can be viewed and printed from your account. If you revoke authorization to charge your payment card, or if for any reason your payment card issuer does not submit payment, Willow will cancel your subscription TO THE SERVICE or suspend your use of the SITE. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED MONTHS.

4. Updating Your Subscription: You may switch any Product, increase (or decrease) the number of Products you are receiving or change your delivery by contacting us by email or phone, or through your "Manage Subscription" online account. IF YOU DO NOT UPDATE YOUR SUBSCRIPTION 3 BUSINESS DAYS PRIOR TO YOUR SHIP DATE, YOUR CHANGES MAY NOT GO INTO EFFECT TILL THE FOLLOWING SHIPMENT MONTH.
5. Suspending Your Subscription: You may suspend your subscription prospectively by emailing us at help@hiwillow.com. If you don't suspend your subscription 3 business days before your ship date, your suspension will become effective the following cycle. You may suspend your subscription for up to 2 months. Your subscription will automatically reactivate once your suspension period expires.

IV. Promotional Offers

1. Coupon Codes: Willow may make coupon codes available from time to time at its own discretion. Coupon codes have no cash value and cannot be redeemable for cash, and cannot be combined with any other offers. Limit one coupon code per order. Coupon codes generally expire and are no longer valid for redemption 90 days after their date of generation, but certain coupon codes may have their own redemption period as specified in connection with the coupon code itself. The unauthorized reproduction, resale, modification, or trade of coupon codes is prohibited. Coupon codes are void where prohibited, taxed or restricted. Willow reserves the right to change or limit coupon codes in its sole discretion.
2. Free Trials: From time to time, at our own discretion, we may offer a free one-month trial of our Willow subscriptions. **You will be automatically enrolled in (and charged for) the subscription plan you selected following the end of any such free trial period. You must cancel before your second box ships in the manner specified in these Terms in order to avoid being charged. Shipping dates vary based on the date you initially enrolled in our service or the date you may have subsequently set in your "Manage Subscription" online dashboard. Please contact us at help@hiwillow.com if you have any trouble cancelling your subscription.** **Note: All free trials require a valid credit card.
3. Other Promotions: We may offer other promotions. Any special terms or conditions will be disclosed at the time of the promotion.

V. Willow Community: Content Guidelines

1. Willow Community: The Willow blog and social media accounts (the “Willow Community”) exist to connect people, resources and experts in the field of health & wellness. Please review the Submission Guidelines below carefully. You understand that all User Content is available only on an “as-available” basis and Willow does not guarantee that the availability of User Content will be uninterrupted or error free. We reserve the right to remove any User Content that does not comply with the Submission Guidelines or these Terms or if it is subject of flagging by other Site and Service users.
2. Submission Guidelines: When contributing User Content to the Willow Community, you must comply with the following guidelines:
 - Do not post User Content that is subject to third-party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Willow all of the license rights granted herein. Remember that while you may feel comfortable having a personal discussion on a public forum, your friends and acquaintances may not.
 - Do not post User Content, link to a website, or do anything that violates a law, is illegal, misleading, malicious, harassing, inaccurate, discriminatory, or otherwise objectionable or inappropriate.
 - Do not post User Content that contains software viruses, programs or other computer code, and do not circumvent or modify any Site security technology or software without permission from Willow.
 - Do not post personal information to the Site or in connection with the Service – yours or anybody else’s. Personal information includes information like your (or someone else’s) email and home address, or phone number. Personal information may also include specific information about another individual’s medical condition. While you may feel comfortable discussing your personal information or medical condition in a public platform, others may not. Please use your judgment in deciding what information to make publicly available.
 - Do not post any advertising, solicitation or commercial content on the Site or accept payment from a third party in exchange for performing commercial activity on the Site without permission from Willow.
 - Do not collect or solicit personal information from other Site or Service users or send unsolicited messages.
 - Do not use automated technology to interact with the Site or to subscribe to the Service.
 - Do not falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
 - Do not impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity.
3. No Obligation to Monitor: Willow has the right to prescreen, monitor, or remove User Content – but we have no obligation to do so. Below are the categories of User Content that are likely to be flagged for removal:

- Irrelevant/Inappropriate: User Content that does not directly relate to larger discussions in a meaningful way may be removed.
 - Hateful/ Objectionable: The Willow Community is not the place for bullying, name-calling, hateful feedback, threats, harassment, intolerance or virtual violence. Racist, sexist, homophobic or religiously intolerant content, as well as disrespectful, distasteful, unconstructive or illegal content are subject to removal.
 - Commercialism: The Willow Community is not the right place for selling or promoting your product or service. It's also not the right place for soliciting traffic to your website.
 - Inappropriate Language: The Willow Community is not the right place for foul language, obscenity or combative posturing.
 - Copyright Violation: If you are a copyright holder and believe in good faith that your content has been made available through the Site or in connection with the Service without your authorization, you may follow the process outlined at <https://hiwillow.com/dmca> to notify Willow's designated agent (pursuant to 17 U.S.C. § 512(c)) and request that Willow remove such content.
 - If you wish to have User Content you've submitted removed from the Site or in connection with the Service, please email help@hiwillow.com. Requests to remove User Content will be considered at the sole discretion of Willow Inc.
4. Ownership of User Content: As between us and you, you shall retain all of your ownership rights in your User Content. By submitting or posting any User Content on the Site or in connection with the Service, you grant Willow a non-exclusive, transferable, sub-licensable, fully paid-up, royalty-free, worldwide, irrevocable, perpetual license to use your User Content, including the likeness of any person that appears in the User Content, or any of the concepts or ideas contained in the User Content, for any purpose, including commercial use, which includes the right to transmit, display, reproduce, modify, create derivative works, sublicense, distribute and assign these rights. Please do not post any image content unless you have permission from the person who took the picture and anyone who is depicted in the picture. Willow will be entitled to use your User Content without incurring obligations of confidentiality, attribution or compensation to you.
5. Liability: We take no responsibility for, we do not expressly or implicitly endorse and we expressly disclaim any liability for the conduct of users or for any views, opinions and statements expressed in User Content. You use the Site, subscribe to the Service and view the User Content strictly at your own risk. You are responsible for ensuring that User Content submitted to the Site or in connection with the Service is not provided in violation of any copyright, trade secret or other intellectual property rights, or rights of publicity or privacy of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secret, or other intellectual property rights, or any other harm resulting from your uploading, posting or submission of User Content to the Site or in connection with the Service.

VI. Proprietary Rights

Except for User Content, all of the content on our Site – including materials, text, images, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, and other content (“Because Content”) – is owned by Willow or others we license Because Content from, and is protected under the United States’ and other countries’ copyright laws.

All trademarks, logos, service marks and trade names are owned, registered and/or licensed by Willow.

You agree not to change or delete any ownership notices from materials downloaded or printed from the Site.

You agree not to copy, edit, translate, display, distribute, download, transmit, sell redistribute, publish, or create derivative works from any content appearing on the Site, including Because Content and User Content, without Willow’s prior written consent, unless it is your own User Content that you legally post on the Site.

All rights not granted under these Terms are reserved by Willow.

VII. Important Disclaimers

1. **No Medical Advice:** The Site or any documentation associated with the Service or the Products may include information and features that promote health and hygiene, but they are not intended as medical advice or services, or for diagnostic or treatment purposes. Your physician should always be consulted if you have a medical emergency or questions about a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have viewed on the Site or any documentation associated with the Service or the Products. Your decision to rely on any information you obtain in connection with your use of the Site, the Service or the Products is at your sole discretion and risk.
2. **Gift Samples:** From time to time, at our own discretion, we may offer free samples of other products in connection with our delivery of your Products. We take no responsibility for those free samples and we do not expressly or impliedly endorse those free samples. We do not warrant that the free samples will accurately work or meet your needs, expectations or intended use. We may choose to discontinue offering such free samples at any time in our discretion.
3. **WARRANTY DISCLAIMER.** THE SITE, THE SERVICE AND ANY USER CONTENT, BECAUSE CONTENT, INFORMATION, PRODUCTS OR OTHER MATERIALS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE OR THE SERVICE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WILLOW, AND ITS LICENSORS AND PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WILLOW AND ITS LICENSORS AND PARTNERS DO NOT WARRANT THAT THE FEATURES AND FUNCTIONALITY OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WILLOW AND ITS LICENSORS AND PARTNERS DO NOT WARRANT THAT THE FEATURES AND FUNCTIONALITY OF THE PRODUCTS WILL MEET YOUR NEEDS, EXPECTATIONS OR INTENDED USE. UNDER NO CIRCUMSTANCES WILL WILLOW BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING ANY LOSS OR DAMAGE TO ANY USER CONTENT OR PERSONAL INJURY OR DEATH, RESULTING FROM YOUR USE OF THE SITE, THE SERVICE, BECAUSE CONTENT, USER CONTENT OR THE PRODUCTS MADE AVAILABLE THROUGH THE SITE OR THE SERVICE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

VIII. Advertisers; Third Party Links

Our Site may provide you with the ability to link to third-party websites, social media platforms, mobile apps, and other products and services (“Third Parties”). You may be able to connect with these Third Parties through the Site, but that does not mean Willow endorses, monitors or has any control over these Third Parties or their activities, which are subject to separate terms of use and privacy policies. Willow is not responsible for the content, policies, or activities of Third Parties and you interact with Third Parties at your own risk. You are responsible for ensuring that your use of the Site in connection with any Third Parties complies with all agreements, policies, terms and rules applicable to such Third Parties.

Although we may display ads and may have an affiliate referral relationship with third parties, we do not own or control outside companies selling products accessed through our Site or Service, and are not responsible or liable for their company policies or the quality of their merchandise or services.

IX. Indemnification

You agree to defend, indemnify, and hold harmless Willow, its parent company, subsidiaries, affiliates and each of our and their respective officers, employees, contractors, directors, suppliers and representatives (“Willow Parties”) from all liabilities, claims, and expenses, including reasonable attorneys’ fees, arising from or relating in any way to your User Content, your use or misuse of Because Content, your use or misuse of the Site, the Service or the Products, your conduct in connection with the Site or Service or with other Site or Service users, or any violation of these Terms, any law or the rights of any third party, including intellectual property rights. We reserve the right to assume the exclusive

defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

X. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL ANY OF THE WILLOW PARTIES BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION FOR ANY LOST PROFITS OR LOST DATA, OR DAMAGE TO ANY ASPECT OF YOUR RELATIONSHIP WITH A SPOUSE OR PARTNER, THAT RESULTS FROM OR RELATES TO THE USE OF, OR THE INABILITY TO USE, THE SITE, THE SERVICE, OR THE PERFORMANCE OF THE PRODUCTS PURCHASED THROUGH SUBSCRIPTION TO THE SERVICE OR THE CONDUCT OF OTHER SITE OR SERVICE USERS, OR ANY USER CONTENT OR ANY OTHER ACTIVITY IN CONNECTION WITH THE USE OF THE SITE OR SERVICE, EVEN IF WILLOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE OR THE SERVICE. YOUR ONLY REMEDY AGAINST WILLOW IN CONNECTION WITH ANY DAMAGES ARISING FROM YOUR USE OF THE SITE OR SUBSCRIPTION TO THE SERVICE OR ANY BECAUSE CONTENT OR USER CONTENT IS TO STOP USING THE SITE, THE SERVICE OR THE PRODUCTS. IF WILLOW IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR THE SERVICE, WILLOW'S LIABILITY SHALL NOT EXCEED THE GREATER OF \$10.00 OR (IF THE LIABILITY ARISES FROM A PRODUCT PURCHASED FROM WILLOW.) THE AMOUNT YOU PAID TO WILLOW FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

You understand that the Site, the Service and the Products would not be provided without these limitations and if you do not agree to these limitations, please do not use the Site, subscribe to the Service or purchase the Products.

XI. Termination

We may terminate any user's Product subscription or access to our Site or subscription to the Service, including access to any online discussion forum, in our sole discretion, for any reason and at any time, with or without prior notice. It is our policy to terminate users who violate these Terms, as deemed appropriate in our sole discretion. You agree that we are not liable to you or any third party for any termination of your access to our Site or your subscription to our Service.

In the event a user's account or access to the Site or subscription to the Service is terminated, their Product subscription plan will be simultaneously terminated and the user will not be charged going forward. Refund request will be decided by Willow in its sole discretion.

You understand and agree that some of your User Content may continue to appear on the Site or in connection with the Service even after your account is terminated.

Willow may also, in its sole discretion and at any time, discontinue providing the Site, the Service, or any part thereof, with or without notice.

XII. Disputes; Arbitration Agreement

If a dispute arises between you and Willow, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. When you have a problem with Willow, you agree that you will first give Willow an opportunity to resolve your problem or dispute. You may send a written description of your problem or dispute to: help@hiwillow.com. If for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after Willow's receipt of your written description of it, you agree to the arbitration provisions below.

1. **Agreement to Arbitrate:** This Article XII is referred to herein as the "Arbitration Agreement." The parties agree that any and all controversies, claims, or disputes between you and Willow arising out of, relating to, or resulting from these, shall be subject to binding arbitration pursuant to the terms and conditions of this Arbitration Agreement, and not any court action (other than a small claims court action to the extent the claim qualifies). The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
2. **Class Action Waiver:** THE PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).
3. **Procedures:** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures (the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between the AAA Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would, including without limitation, the limitation of liability provisions. You may visit <http://www.adr.org> for information on the AAA and <http://www.adr.org/fileacase> for information on how to file a claim against Willow.

4. Venue: The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or Willow may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on each party, but subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by either or both parties unless the arbitrator requires otherwise.
5. Governing Law: The arbitrator will decide the substance of all claims in accordance with the laws of the state of California, without regard to its conflicts of laws rules, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users of the Site and the Service, but is bound by rulings in prior arbitrations involving you to the extent required by applicable law.
6. Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA's Rules. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees.
7. Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.
8. Severability: If a court decides that any term or provision of this Arbitration Agreement other than Article XII.B (class action waiver) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Article XII.B (class action waiver) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Terms will continue to apply.
9. Jury Waiver: WE BOTH AGREE THAT, WITH RESPECT TO ANY CLAIM SUBJECT TO ARBITRATION, YOU AND WILLOW BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING SUCH CLAIMS BETWEEN US.
10. Statute of Limitations: In no event shall any claim, action or proceeding by you related in any way to the Site, the Service, the Products or these Terms, be instituted more than one (1) year after the cause of action arose.

XIII. General

1. Severability: If any part of these Terms shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms.
2. Waiver; Remedies: The failure of Willow to partially or fully exercise any rights or the waiver of Willow of any breach of these Terms by you shall not prevent a subsequent exercise of such right by Willow or be deemed a waiver by Willow of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of Willow under these Terms and any other applicable

agreement between you and Willow shall be cumulative, and the exercise of any such right or remedy shall not limit Willow's right to exercise any other right or remedy.

3. Site and/or Service Changes: We reserve the right, in our sole discretion and without notice to you, to revise the products and services available on the Site or through the Service and to change, suspend or discontinue any aspect thereof, and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on the use of the Site or the Service or restrict your access to part, or all, of the Site or subscription to the Service without notice or penalty.
4. International Users: We make no representation that our Site or Service is appropriate or available for use outside the United States, or that any products offered through our Site or Service will be made available outside the United States. Those who choose to access our Site or subscribe to the Service from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable United States laws as well as local laws and regulations.
5. Governing Law; Venue: These Terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms or the Site, the Service or the Products that is not subject to arbitration under Article XII shall be filed only in the state or federal courts in California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

XIV. Contact Us

Should you have any questions regarding these Terms, or if you wish to share feedback with us about product selection, pricing, ordering, delivery or other customer service issues, contact us via help@hiwillow.com

XV. California Residents

Willow is located at 1475 Veterans Blvd, Redwood City CA 94063. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210

Last Updated: January 10, 2020