

Customer Terms & Conditions

Welcome to Ursa Nova

These Customer Terms & Conditions and any other rules posted on the website located at the URL www.shopursanova.com (the “Website”), including [“Terms of Use”] and [“Privacy Policy”], each of which is incorporated by reference herein (collectively with these Customer Terms & Conditions, the “Website”), constitute an agreement between Ursa Nova Corporation, a California C-Corp, with Trade Name of Ursa and Ursa Nova, (“URSA”, “we”, “our”, “us”) and you, the customer (Buyer) and visitor, governing your registration for an account (an “Account”) and/or the purchase by you of any product offered for sale by URSA (each, a “Product”) on the Website from a Seller (third-party vendor).

THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

URSA allows Sellers ("Merchants") to set up stores that list and sell items to end users. When you purchase an item, the contract for sale is solely between you and the Merchant. That means that when you purchase an item on URSA or Ursa Nova Corporation App, you are making a purchase from the Merchant who listed the item and the Merchant is responsible for fulfilling your order.

2. Services

URSA operates marketplaces that allow Merchants and users to share information and complete purchases. Merchants are responsible for their stores, their items, their item listings (including any original or strike-through prices), and fulfillment of your order. Merchants may be located in your country or region or elsewhere. If they are located elsewhere, this may have an effect on taxes, customs or the applicability of consumer protection rules.

2.1 Although we are not a party to the contract formed between you and a Merchant when you make a purchase, we may assist with payment processing, returns, refunds, and other customer service. URSA does not guarantee (i) the existence, quality, safety, suitability, or legality of Merchant items or item listings; (ii) the truth or accuracy of any item listing, description or other content provided by Merchants; (iii) the truth or accuracy of ratings, reviews, or other User Submissions; or (iv) the performance or conduct of Merchants or other third parties. Except if we clearly indicate otherwise, URSA does not endorse any Merchant, store, item, or item listing. Please read labels, warnings and directions provided with a purchased item before using it and consider doing your own research prior to making a purchase.

2.3 You should make whatever investigation you feel necessary or appropriate before making a purchase from any Merchant.

3. Acceptance of these Terms of Use

WHEN YOU ACCESS OR USE THE WEBSITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF USE, WHETHER OR NOT YOU ARE A REGISTERED USER. IF YOU DO NOT AGREE TO THESE TERMS OF USE, OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE TO THESE TERMS OF USE, YOU MUST IMMEDIATELY STOP ACCESSING THE WEBSITE AND DISCONTINUE USING THE SERVICES PROVIDED BY URSA. THESE TERMS OF USE APPLIES TO ALL

VISITORS, USERS, VENDORS, CUSTOMERS, MERCHANTS AND OTHERS WHO ACCESS THIS WEBSITE.

Your access to and use of the Website is subject to your continued compliance with these Terms of Use and all applicable laws. Your right to access and use the Website will terminate immediately, without any further action by URSA, if you breach these Terms of Use.

4 Registration for an Account

To use some of the services or features made available to you on the Website, you may need to create an Account. When you register for an Account you are required to provide information about yourself that is true, accurate, current and complete in all respects, including your name, address and e-mail address. Users who have created an Account (“Registered Users”) are able to see and manage their account through the “Account” part of the Website after site login. Should any of your registration information change, please update your Account information or notify us immediately at the following e-mail address customerservice@shoprusanova.com. We also reserve the right to change the registration requirements from time to time.

5. Modification and Changes to Terms of Use

We reserve the right, in our sole discretion, to modify or update these Terms of Use at any time for any reason, with or without prior notice to you, and any such changes to these Terms of Use will supersede and replace any previous Terms of Use effective immediately upon posting to this page. It is your responsibility to periodically review these Terms of Use as posted here for any changes. Your continued use of the Website after the posting of changes to these Terms of Use will constitute your acceptance of such changes. For the avoidance of doubt, you should discontinue using the Website if you do not agree with any changes to these Terms of Use.

6. License to Use the Website

We are pleased to grant you a non-exclusive, revocable, limited license to use the Website solely for your personal and non-commercial use. You may only use the Website in the manner in which the Content (as defined below) you access is intended and in compliance with these Terms of Use and with any and all applicable federal, state, local and international laws, rules and regulations. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any Content, software, products or services contained with the Website without the express written consent of URSA, Inc. You may not use the Website or any of its Content to further any commercial purpose, including any advertising or advertising revenue generation active on your own website or in any other form or medium. All rights not expressly granted to you in these Terms of Use are reserved and retained by URSA and/or its Content providers. The licenses granted by URSA terminate if you do not comply with these Terms of Use and/or any other Website terms and conditions.

By using the Website, you represent that you are not a person barred from using the Website under the laws, rules and regulations of the United States, your place of residence or any other applicable jurisdiction. No other rights, assignment, licenses or legal relationship of any nature, including, but not limited to, agency, partnership, joint-venture, employer-employee, franchisor-franchisee or otherwise, either express or implied, are created through your use of the Website unless expressly reserved in these Terms of Use.

7. Children’s Online Privacy Protection Act Notification

You may only use the Website if you are 13 years of age or older. To register for an account, purchase products via the Website, subscribe to receive any Content or other marketing or promotional material from us (in any form and via any media) (a “Subscription”) or use the Ursa Nova Corporation App, you

must be 18 years of age or over. If you are under 18 years of age or not of legal age to form a binding contract in your place of residence, you must have your parent or legal guardian's permission to use the Website. To view information on our policy regarding the privacy of children under the age of 13, please see our Privacy Policy.

Pursuant to 47 U.S.C. Section 230(d) as amended, URSA hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that is harmful to minors.

8. Registration / Accounts

You may create an account by providing us with your name and e-mail address (an "Account"). Users who have created an Account ("Registered Users") are able access their accounts through the "Your Account" part of the Website and manage their email address and shipping addresses and view their existing or past orders. You do not need to create an account to receive Content or other marketing information via a Subscription or to submit an order to purchase products that may be listed on the Website. Please refer to our Customer Terms and Conditions for more details about ordering products through the Website and our Privacy Policy for more details about submitting your personal information to us.

By creating an account, you agree: (a) that you are able to and have the appropriate authority and authorization to create a binding agreement with URSA; (b) provide true, accurate, current and complete information about yourself when we request it; (c) maintain and promptly update this information to keep it true, accurate, current and complete to the extent the Service permit such updates; and (d) use limited-access portions of the Services only using access credentials that we have issued to you. If you have previously had your access to or use of the Website terminated by us, you may not access or use the Website under any circumstances. You should never share your Account information with third parties or allow third parties to use your Account. Please keep your password confidential and be sure to exit from your Account at the end of each session. You are responsible for all of the activity on your Account, including the use of your Account by other people who you may or may not authorize to use your Account. If you allow others to access your Account in violation of these Terms of Use, you agree to be responsible for ensuring that they comply with these Terms of Use. You must notify us immediately of any breach of security or unauthorized use of your Account by sending an e-mail to customerservice@shoprusanova.com with "Unauthorized Use" in the subject line. Even if you notify us, you will be responsible for any activities that occur using your access credentials, including any charges resulting from the use of your account. URSA will not be liable for any losses caused by any unauthorized use of your account.

By creating an account, you agree: (a) that you are able to and have the appropriate authority and authorization to create a binding agreement with URSA; (b) provide true, accurate, current and complete information about yourself when we request it; (c) maintain and promptly update this information to keep it true, accurate, current and complete to the extent the Service permit such updates; and (d) use limited-access portions of the Services only using access credentials that we have issued to you. If you have previously had your access to or use of the Website terminated by us, you may not access or use the Website under any circumstances. You should never share your Account information with third parties or allow third parties to use your Account. Please keep your password confidential and be sure to exit from your Account at the end of each session. You are responsible for all of the activity on your Account, including the use of your Account by other people who you may or may not authorize to use your Account. If you allow others to access your Account in violation of these Terms of Use, you agree to be responsible for ensuring that they comply with these Terms of Use. You must notify us immediately of any breach of security or unauthorized use of your Account by sending an e-mail to customerservice@shoprusanova.com with "Unauthorized Use" in the subject line. Even if you notify us, you will be responsible for any activities that occur using your access credentials, including any

charges resulting from the use of your account. URSA will not be liable for any losses caused by any unauthorized use of your account.

By providing URSA your email address, you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Website and special offers. If you do not want to receive such email messages, you may opt-out or change your preferences on the personal settings page associated with your account. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

When you sign up for or use our products and services, you may give us permission to access your information in other services. For example, you may link your Facebook account, which allows us to obtain information from those accounts (like your full name and email). The information we get from those services often depends on your settings or their privacy policies, so be sure to check what those are.

URSA reserves the right, in its sole discretion, to terminate your access to the Website or any portion thereof at any time, without notice. You may terminate your Account at any time by sending an e-mail to customerservice@shoprusanova.com with "Cancel Account" in the subject line or you may unsubscribe to a Subscription by clicking the "Unsubscribe" link at the bottom of the email or sending an email to customerservice@shoprusanova.com with "Unsubscribe" in the subject line. Please allow 48 hours for termination to take effect. Following termination, you will not receive any further communications from us unless and until you re-register by creating a new Account or request a new Subscription. Our rights under these Terms of Use will expressly survive termination of these Terms of Use, the cessation of your use of or access to the Website, termination of your Account and/or cancellation of your Subscription.

9. Intellectual Property Rights

The Website and its content, features and functionality, including, without limitation, information, software, text, graphics, logos, button icons, images, audio clips, video clips, data compilations and the design, selection and arrangement thereof, are the exclusive property of URSA, our licensors or other content suppliers, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent.

No right, title or interest in or to the Website or any Content is transferred to you and all rights not expressly granted are reserved. Any use of the Website that is not expressly permitted by these Terms of Use may be a breach of these Terms of Use and may violate copyright, trademark and other laws.

In addition to the intellectual property rights mentioned above, for purposes of these Terms of Use, "Content" is defined as all information such as the "look and feel" of the Website, data files, graphics, text, photographs, drawings, logos, images, sounds, music and video and audio files on the Website. URSA tries to ensure that the Content is accurate and complete. Your use of the Website is at your risk. URSA does not warrant that the functional aspects of the Website or the Content will be error free or that the Website, the Content or the server that makes it available are free of viruses or other harmful components. URSA and its suppliers make no warranties about the Content or about results to be obtained from using the Website. You bear the entire risk of the completeness, accuracy or usefulness of any Content found on this Website. URSA reserves the right to withdraw, temporarily or permanently, any Content from the Website at any time and for any reason and such removal may be immediate and without notice. As an express condition to your use of and access to the Website, you acknowledge, agree and confirm that URSA is not liable to you or any third party for any such withdrawal.

Website Content is selected by our team. We do not accept or take advertising, except where we specifically indicate as such. We do not accept payment from third parties for products or Content to appear on the Website. From time to time some of the Content may be sponsored or third-party content

("Sponsored Content") and any such Sponsored Content will be clearly marked as such. When you subscribe to receive Content, you agree to receive Sponsored Content. If you would prefer not to receive such Sponsored Content you should unsubscribe by clicking the "Unsubscribe" link at the bottom of any email or sending an email to customerservice@shoprusanova.com with "Unsubscribe" in the subject line. If you unsubscribe you will not receive any Content, whether it is Sponsored Content or URSA Content. To the extent that we post third party Content, it reflects the personal opinions and views of the third-party authors and does not necessarily reflect the opinions and views of URSA and we accept no responsibility for any such third-party opinions and views.

10. Restrictions

You may not under any circumstances:

- Copy or print any of the Content, whether licensed by us or otherwise, unless and to the extent it is for your own personal, non-commercial use and you must retain all trademark, copyright and other proprietary notices contained in and on any such Content;
- Reproduce, download, modify, translate, add to, distribute, transmit, publish, perform, display, disclose, archive, upload, broadcast or sell, sublicense, index or exploit any part of the Website or the content thereon in any medium, either directly or through the use of any device, software, internet site, web-based service or other means, without our prior express written permission;
- Remove, alter, bypass, avoid, interfere with or circumvent any copyright, trademark or other proprietary notices marked on the Content or any digital rights management mechanism, device or other content protection measures either directly or through other means;
- Mirror, frame, screen scrape or deep link to any aspect of the Website or access any Content through technology or means other than those provided or authorized by us;
- Access the Website via any automated system, including, without limitation, by "robots," "spiders," "offline readers," etc., or take any action that imposes, or may impose (as determined in our sole discretion), an unreasonable or disproportionately large load on our infrastructure;
- Knowingly or recklessly upload invalid data or introduce viruses, worms, Trojan horses or other malware or software agents, whether harmful or not, to the Website, or tamper with, impair, damage, attack, exploit or penetrate the URSA system or network, or otherwise attempt to interfere with or compromise the system integrity or security of URSA or any connected networks, or take any action to impact the proper operation of the Website and any person's or entity's use or enjoyment thereof;
- Bypass the measures we may use to prevent or restrict access to or use of the Website, including by hacking into secured or non-public areas of the Website, circumventing any geo-blocking mechanisms or otherwise;
- Use the Website to collect any personally identifiable information, including Account names and e-mail addresses, or use the Website for any commercial solicitation purposes, without our prior express written permission; or
- Attempt to reverse engineer any aspect of the Website or attempt to derive the source code (including the tools, methods, processes and infrastructure) that enables or underlies the Website, create any derivative works or materials of any kind using the Content, whether or not you intend to give away the derivative materials free of charge, or otherwise build a business utilizing any aspect of the Website.

11. User Generated Material

If and to the extent that we elect to accept user generated material, you may have the opportunity to publish, transmit, submit or otherwise post reviews, ratings, comments, feedback or other materials on the Website (“User Generated Material”) that may be accessible and viewable by the public.

With respect to User Generated Material posted by you, you represent that (i) you created and own the rights to the content or you have the owner’s express permission to post such content, and (ii) the content does not infringe any other person’s or entity’s rights (including, without limitation, copyrights, trademarks or privacy rights) or violate any applicable laws, rules or regulations, these Terms of Use or any of our other posted policies.

User Generated Material must not:

- Contain any material which is false, defamatory, libelous, obscene, harassing, threatening, discriminatory, bigoted, hateful, violent, vulgar, profane, pornographic or otherwise offensive, inappropriate, damaging, unlawful, disruptive or harmful;
- Violate our or any other person’s legal rights (including the rights of publicity and privacy), contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or otherwise promote, advocate or assist any illegal activity or unlawful act;
- Create or threaten harm to any person or loss or damage to any property;
- Include other peoples’ personal information, such as another person’s address, phone number, e-mail address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual;
- Infringe any patent, trademark, trade secret, copyright, contract or other intellectual property or other proprietary rights of URSA or any other person;
- Seek to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- Misrepresent your identity or affiliation with any person or organization, including URSA;
- Seek to collect other users’ e-mail addresses and/or their usernames or passwords for their Accounts or other services by electronic or other means for any purpose, including to send unsolicited e-mail or other electronic communications;
- Seek to transmit chain letters, bulk or junk e-mail, whether automated or not, or interfere with, disrupt or create an undue burden on URSA or the networks or services connected to the Website or install or attempt to install or promote spyware, malware or other computer code on our computers or equipment or the computers or equipment of third parties; or
- Involve commercial activities such as contests, sweepstakes and/or other sales promotions, barter, advertising or offers of sale or purchase of goods and services; or
- Be otherwise objectionable or non-family friendly as determined by URSA at its sole discretion.

We do not claim ownership to User Generated Material. However, by posting User Generated Material, you irrevocably grant us and our assigns, agents and licensees and other users a worldwide, non-exclusive, irrevocable, royalty-free, fully paid license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to: (i) use, reproduce, transmit, modify, index, adapt, publish, translate, create derivative works from, distribute,

display and otherwise exploit such content throughout the world in any media, whether now known or hereafter invented, including for any and all purposes, including commercial or marketing purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or any other person or entity, and (ii) to use your name, persona or likeness alone or in connection with such uses, without any obligation or remuneration to you. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User Generated Material and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User Generated Material for any purposes whatsoever, including developing, manufacturing, and marketing products and/or services. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Generated Material, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. You agree to pay all royalties, fees and other monies owing to any person or entity by reason of the User Generated Material that you post on the Website.

We may refuse, alter, or remove a User Submission without notice for any reason at URSA's sole discretion, including our belief that a User Submission may violate these Terms of Use or be otherwise objectionable. If and to the extent that we elect to accept User Generated Material, we have the right, but not the obligation, to monitor, review, screen, post, remove, reject, modify and store all User Generated Material posted on the Website, at any time and for any reason, without notice, including to ensure that all such User Generated Material complies with these Terms of Use. We do not endorse any User Generated Material and the User Generated Material posted does not reflect our opinions, views or advice. You are solely responsible for your User Generated Material and the consequences of posting and publishing it and you agree that we are acting only as a passive conduit for your online distribution and publication of your User Generated Material. We take no responsibility and assume no liability for any User Generated Material that you or any other user or third-party posts or sends on or through the Website, nor do we assume any liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

We reserve the right, but have no obligation, to monitor or to take any action regarding disputes between you and any other user and shall have no liability for your interactions or any disputes with other users or for any user's action or inaction. You are solely responsible for your conduct on the Website and your interactions with other users.

Notwithstanding our rules with regard to User Generated Material, you may be exposed to content on the Website that is inaccurate, objectionable, inappropriate for children or otherwise unsuited to your purpose or in violation of our Terms of Use. We take no responsibility and expressly disclaim any liability related in any way to your exposure to User Generated Material on the Website, whether or not it violates our Terms of Use.

If and to the extent that we elect to accept User Generated Material, please choose carefully the information you post on the Website and that you give to other users. You are discouraged from publicly posting your full name, telephone number, street address, e-mail address or other information that identifies you or allows strangers to find you or to steal your identity. You assume all risks associated with dealing with other users with whom you come in contact through the Website, and to the extent that the law permits, you release us from any claims or liability related to any User Generated Material posted on the Website and from any claims related to the conduct of any other users.

12. Mobile Service

The following applies to users of the Ursa Nova Corporation mobile application (the “App”). The use of the App requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the App, including without limitation, administrative messages, service announcements, diagnostic data reports, and App updates, from URSA, your mobile carrier or third-party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the App. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the App, including but not limited to payment of all third-party fees associated therewith, including fees for information sent to or through the App.

We do not warrant that the App will be compatible with your network provider or device. You acknowledge and agree that we may release updates to the App and that you may be required to install any such update in order for the App to continue functioning properly. You may not export any of our mobile applications except in compliance with all applicable laws.

iOS APP

The following applies if you obtain the App through the iTunes App Store: You acknowledge and agree that these Terms of Use are solely between you and URSA, not Apple, and that Apple has no responsibility for the App or the contents thereof. Your use of the App must comply with the iTunes App Store Terms of Use or other terms applicable to the use of the App. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will be responsible for any refund of the purchase price for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App and any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App to conform to any warranty will be solely governed by these Terms of Use and any law applicable to URSA as a provider of the App. You acknowledge that Apple is not responsible for addressing any claims by you or by any third party relating to the App or your possession and/or use of the App, including but not limited to, (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

All such claims are governed solely by these Terms of Use and any law applicable to URSA as the provider of the App. You acknowledge that in the event of a claim that the App and your possession and use thereof infringes a third party’s intellectual property rights, URSA, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use. You and URSA acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of these Terms of Use as the same relate to your license of the App and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as the same relate to your license of the App against you as a third party beneficiary thereof. Apple and the Apple logo are trademarks of Apple, Inc., registered in the U.S. and other countries. App Store is a service mark of Apple, Inc. iTunes is for legal or rightholder-authorized copying only. Do not steal music.

ANDROID™ APP

The following applies if you obtain our App through the PlayStore™: You acknowledge and agree that these Terms of Use are solely between you and URSA, not Google, Inc., and that Google has no responsibility for the App or the content thereof. Your use of the App must comply with the GooglePlay™ Terms of Use or other terms applicable to the use of the App. You acknowledge that

Google bears no obligation or responsibility for maintenance and support services with respect to the App. To the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to the App and any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App to conform to any warranty will be solely governed by these Terms of Use and any law applicable to URSA as a provider of the App.

Android™, GooglePlay™ and PlayStore™ are all trademarks of Google, Inc.

13. Privacy and Communications

PRIVACY

We respect your privacy. By accessing or using the Website you acknowledge that your information, including personally identifiable information, will be processed in accordance with our Privacy Policy.

CONSENT TO ELECTRONIC COMMUNICATION

You consent to receive communications from us, whether required by law or otherwise, either by e-mail if you have provided us with your e-mail address, or by notice posted on the Website as determined by us in our sole discretion. You agree that any requirement that a notice, disclosure, agreement or other communication be sent to you by us in writing is satisfied by such electronic communication. We are not responsible for any automatic filtering you or your network provider may apply to communications we send to an e-mail address that you provide to us.

MOBILE MESSAGING TERMS

When you provide us with your mobile telephone number, you agree that URSA may send you text messages (including SMS and MMS) to that mobile telephone number. URSA may send you up to five text messages per month. When you first provide your mobile telephone number to us, you will receive a confirmation text message and you may need to reply as instructed to complete registration. URSA will never charge you for the text messages you receive, however you may see message and data rate charges from your mobile provider, though, so be sure to check your plan. You are responsible for the payment to your mobile provider of any message, data and other charges related to text messages, including for confirmation texts you receive and your responses thereto.

You may opt-out of receiving any future text messages from URSA at any time by either replying to a text message with the keyword “STOP” or texting the keyword “STOP”. If you opt-out you agree to receive a final text message confirming your opt-out. When you opt-out of text messaging, you will no longer receive any texts messages unless you re-subscribe. In addition, for assistance, you may reply to any text message with the keyword “Help” or at any time send a text message with the keyword HELP . Texts may be sent through an automatic telephone dialing system. Consent to receive mobile messages is not required as a condition to using the Website or to purchase any goods or services on the Website.

You agree to notify us of any changes to your mobile telephone number by clicking the “Manage Preference” link at the bottom of any Subscription or by sending an email to customerservice@shoprusanova.com with “Update Mobile Number” in the subject line. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

14. Modification or Suspension of the Website and Right to Terminate Your Use of the Website

We reserve the right to change, suspend or discontinue any aspect of the Website at any time and from time to time, in our sole discretion and without notice or liability, including by adding or eliminating certain features or discontinuing the Website entirely. Any description of features on the Website shall not be considered to be a representation by URSA that such features will always be included on the Website.

From time to time, we may restrict access to some or all of the Website, including for Registered Users. We also reserve the right to terminate or suspend your Account or restrict your use of or access to the Website, without notice or liability, for any reason or no reason at our sole discretion. Accordingly, for any reason, and without notice, all or any part of the Website may become unavailable to you at any time and for any period.

If we suspend or discontinue any aspect of the Website or terminate your Account, we are not responsible for providing you with any information or content. We may also delete your other preferences and interests to the extent stored within or in connection with your Account. You have no recourse with regard to any information that we delete regardless of any value you may ascribe to such information. We expressly disclaim any value you may attribute to any of your information stored on our servers.

15. Linked Destinations and Advertising

The Website may contain links to other websites, including, but not limited to, advertisements and other content posted by us or by third-parties (“Linked Sites”). You may also navigate to the Website from links, often provided by us, deployed by third parties in their social media, advertisements and other marketing activities (the locations where these links are placed are also considered Linked Sites). Access to or from Linked Sites is made available by URSA only as a convenience. Such Linked Sites are not owned, operated or controlled by us and if you visit Linked Sites, you do so entirely at your own risk and subject to the terms of use and privacy policies of such Linked Sites. Please be careful to read the terms of use and privacy policies of any Linked Sites before you provide any personal or other information to, or engage in any activity on, such Linked Sites. Any terms, conditions, warranties or representations included in the Linked Sites are solely between you and the relevant providers of the Linked Sites. You cannot rely on our Terms of Use and/or our Privacy Policy to govern your use of another website or destination.

We do not endorse, and URSA expressly disclaims responsibility and liability for, Linked Sites, including with respect to the content, products and services provided by the Linked Sites. Any interactions you have with Linked Sites are between you and the Linked Sites and you agree that URSA is not liable for any damage or loss you may suffer as a result of any interactions with any such Linked Sites or any claims that you may have against any such Linked Sites.

16. Notice and Procedure for Claims of Copyright or Intellectual Property Infringement

All contents of the Website including but not limited to text, design, graphics, interfaces, or code are: Copyright 2020, Ursa Nova Corporation, Inc. All rights reserved.

All trademarks, service marks, and trade names are trademarks or registered trademarks and are proprietary to URSA, or other respective owners that have granted URSA license to use such marks.

If you believe that any content appearing on the Website, including content created and/or displayed by URSA or other material provided through a link, infringes your copyright, you should notify us in accordance with the procedure set forth below. **ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.**

A notification of claimed copyright infringement should be e-mailed to our copyright agent at legal@shopursanova.com with “Copyright Takedown Request” in the subject line.

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest;

- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website that is reasonably sufficient to enable us to identify and locate the material;
- how we can contact you, such as your address, telephone number and e-mail 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 law; and
- a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material.

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying URSA and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with the URSA's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

15. Disclaimers

You understand that products offered by URSA may contain materials that could be dangerous if handled improperly, and you acknowledge that URSA is not liable for any personal injury or property damage arising from any misuse of any products offered through the Website. You further acknowledge that products may not be suitable for use by children, and you expressly assume sole liability for providing any individual under the age of 18 with access to any products. You hereby agree not use products for any illegal purpose and you assume all liability for any action you take for any action that is contrary to any law, rule, or regulation of any territory.

Under California Civil Code Section 1789.3, California users of the Website receive 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 1020 N Street, #501, Sacramento, California 95814, or by telephone at 1-916-445-1254

17. Warranty Disclaimer

The information, software, products and services included in or available through the Website are continually upgraded and updated. While URSA will use commercially reasonable efforts to verify the accuracy of any information it places on the Website, URSA does not warrant or represent that such information, products and/or services are reliable, accurate, complete, uninterrupted, error free, secure or free of defects, viruses or bugs. ACCORDINGLY, THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND AND YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. URSA AND/OR ITS SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, INFORMATION, SOFTWARE, PRODUCTS SERVICES OR RELATED GRAPHICS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY PURPOSE, FITNESS FOR A

PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, COMPATIBILITY, SECURITY AND ACCURACY, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN STATES AND JURISDICTIONS IN WHICH THE EXCLUSION OF WARRANTY IS PROHIBITED, SUCH EXCLUSIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED.

URSA DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY INFORMATION, PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY LINKED SITE AND URSA WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY LINKED SITE. ANY SUCH LINKS ARE PROVIDED FOR YOUR CONVENIENCE ONLY. IF YOU CHOOSE TO CLICK ON ANY SUCH LINKS, YOU ACKNOWLEDGE AND AGREE THAT YOU, NOT URSA, ARE DISPLAYING ITS CONTENTS AND YOU ACCESS SUCH LINKED SITES AT YOUR OWN RISK. WE EXPRESSLY DISCLAIM ALL LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED BY ANY SOCIAL MEDIA SERVICES IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH SOCIAL MEDIA ACCOUNTS. You acknowledge and agree that any reliance on the information and other materials included on the Website shall be at your sole risk and responsibility. URSA reserves the right, in its sole and absolute discretion, to correct any errors or omissions in any part of the Website and to make changes to the services, materials, products, programs and features included therein at any time with or without notice.

18. Medical, Nutrition and Fitness Information

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL MEDICAL, NUTRITION AND FITNESS INFORMATION PROVIDED ON THE WEBSITE, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY URSA OR BY OTHER USERS OR THIRD PARTIES, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (i) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (ii) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (iii) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. PLEASE CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER IF YOU HAVE HEALTH-RELATED QUESTIONS BEFORE USING ANY OF OUR PRODUCTS OR RELYING ON ANY INFORMATION YOU OBTAIN ON THE WEBSITE. INFORMATION AND STATEMENTS REGARDING DIETARY SUPPLEMENTS HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION AND ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE. SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY.

YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON OR VIA THE WEBSITE AND YOU SHOULD NOT USE THE WEBSITE OR ANY CONTENT AVAILABLE THROUGH OR VIA THE WEBSITE FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF ANY CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND URSA, ITS AFFILIATES OR ANY THIRD PARTY.

THE WEBSITE MAY PERIODICALLY PROVIDE INFORMATION CONCERNING FITNESS AND ATHLETIC ACTIVITIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SUCH ACTIVITIES CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES, EVEN IF CAUSED IN WHOLE OR PART BY OUR ACTION, INACTION OR NEGLIGENCE OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS. URSA STRONGLY RECOMMENDS THAT YOU CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER BEFORE BEGINNING ANY NEW FITNESS PROGRAM OR ENGAGING IN ANY NEW ATHLETIC ACTIVITIES.

YOU SHOULD ALWAYS SPEAK WITH A HEALTHCARE PROFESSIONAL BEFORE TAKING ANY DIETARY, NUTRITIONAL, HERBAL, OR HOMEOPATHIC SUPPLEMENT OR EVEN CERTAIN FOODS. URSA does not warrant and shall have no liability for information provided in the Services regarding recommendations concerning supplements for any and all health purposes. This information is provided solely as a guideline to be used when discussing a program with a healthcare professional. The claims made about specific nutrients or products have not been evaluated by the FDA. Dietary supplements are not intended to diagnose, treat, cure or prevent disease. Please consult with a healthcare professional before starting any diet, exercise or supplementation program. URSA makes no guarantee or warranty, express or implied, with respect to any products or services sold, including any warranty of merchantability or fitness for a particular purpose.

Disclaimers. YOU ARE SOLELY RESPONSIBLE FOR THE PROPER AND SAFE WASHING, HANDLING, PREPARATION, STORAGE, COOKING, USE, AND CONSUMPTION OF THE PRODUCTS YOU RECEIVE FROM US. YOU ARE ALSO SOLELY RESPONSIBLE FOR KNOWING ABOUT ANY FOOD ALLERGIES YOU MAY HAVE AND FOR VERIFYING THE SUITABILITY OF ALL PRODUCTS AND THEIR INGREDIENTS BEFORE HANDLING, PREPARING, USING, OR CONSUMING SUCH PRODUCTS.

19. Indemnity and Release

You agree to defend, indemnify, and hold harmless URSA and its agents, managers, affiliates, licensors, licensees, successors and assigns and each of their respective directors, officers, contractors, employees, agents, service providers and partners (“Indemnified Parties”), from and against any demands, losses, cost or debt, liabilities, claims or expenses (including reasonable attorneys’ fees) made against URSA by any third party due to or arising out of or in connection with (i) your use of and access to the Website, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third-party right, including without limitation any right of privacy, right of publicity or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) your User Generated Material or any that is submitted via your account; or (vi) any other party’s access and use of the Website with your unique username, password, or other appropriate security code.

Without limiting anything set out above, you hereby release each of the Indemnified Parties from all damages, liabilities, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these Terms of Use, the Privacy Policy and/or any use by you of the Website.

California Residents: you expressly waive CA Civil Code §1542, which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of

executing the release, which if known by him must have materially affected his settlement with the debtor.”

20. Limitations on Liability

THE PROVIDERS WHOSE THIRD-PARTY PRODUCTS AND SERVICES ARE AVAILABLE ON THE WEBSITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF URSA. URSA IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH PROVIDERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR OTHER DAMAGE OR EXPENSES RESULTING, DIRECTLY OR INDIRECTLY, FROM SUCH PRODUCTS AND/OR SERVICES.

EXCEPT FOR A BREACH OF THESE TERMS OF USE BY YOU (SUCH AS, FOR EXAMPLE, A COMMERCIAL USE OF THE WEBSITE IN VIOLATION OF THESE TERMS OF USE), A VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR INDEMNIFICATION OBLIGATIONS OR WITH RESPECT TO PRODUCTS OR SERVICES THAT WE PROVIDE TO A SPECIFIC CONSUMER FOR A FEE WHICH SHALL BE GOVERNED BY ITS OWN CONTRACTUAL TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOU OR URSA AND/OR ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, GOODWILL OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, THE DELAY OR INABILITY TO USE THE WEBSITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES AND/OR FUNCTIONALITY OF THE WEBSITE, OR FOR ANY CONTENT, PRODUCTS OR SERVICES OBTAINED OR PURCHASED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF URSA AND/OR ANY OF ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN STATES AND JURISDICTIONS IN WHICH LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE PROHIBITED, SUCH LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. EXCEPT FOR A BREACH OF THESE TERMS OF USE BY YOU (SUCH AS, FOR EXAMPLE, A COMMERCIAL USE OF THE WEBSITE IN VIOLATION OF THESE TERMS OF USE), VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR INDEMNIFICATION OBLIGATIONS OR WITH RESPECT TO PRODUCTS OR SERVICES THAT WE PROVIDE TO A SPECIFIC CONSUMER FOR A FEE WHICH SHALL BE GOVERNED BY ITS OWN CONTRACTUAL TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOUR OR OUR TOTAL LIABILITY FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF THE WEBSITE OR \$50 (WHICHEVER IS LESS).

UNDER NO CIRCUMSTANCES WILL URSA AND/OR ANY OF ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE WEBSITE, YOUR DATA OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. WE RESERVE THE RIGHT AT ALL TIMES TO DISCLOSE ANY

INFORMATION THAT WE DEEM NECESSARY TO COMPLY WITH ANY APPLICABLE LAW, RULE, REGULATION, LEGAL PROCESS OR GOVERNMENTAL REQUEST. YOU WAIVE AND HOLD HARMLESS URSA AND ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION RELATING TO YOUR ACCOUNT OR TAKEN AS A RESULT OF ANY SUCH DISCLOSURE. URSA MAKES NO REPRESENTATION THAT THE WEBSITE IS APPROPRIATE OR AVAILABLE FOR USE AT LOCATIONS OUTSIDE OF THE UNITED STATES. ACCESS TO THE WEBSITE FROM TERRITORIES WHERE SUCH SERVICES ARE ILLEGAL IS STRICTLY PROHIBITED. IF YOU ACCESS THE WEBSITE FROM A LOCATION OUTSIDE OF THE UNITED STATES, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL AND OTHER APPLICABLE LAWS.

22. Law and Jurisdiction

These Terms of Use and any dispute that may arise between you and URSA shall be governed by and construed in accordance with the Federal Arbitration Act, applicable federal law and the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

DISPUTES ARISING FROM THESE TERMS OF USE AND YOUR USE OF THE WEBSITE SHALL BE RESOLVED BY BINDING ARBITRATION AS PROVIDED BELOW. BY AGREEING TO BINDING ARBITRATION, YOU ARE HEREBY WAIVING THE RIGHT TO BRING DISPUTES TO A COURT, INCLUDING THE RIGHT TO TRIAL BY JURY. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. WE ALSO BOTH AGREE THAT YOU OR WE MAY BRING SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS. ANY CAUSE OF ACTION YOU MAY HAVE WITH RESPECT TO YOUR USE OF THE WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.

23. Binding Arbitration and Class Action Waiver

In the event of any dispute between you and us regarding these Terms of Use, the Privacy Policy, the Website and/or any products or services purchased from the Website, you and URSA agree to first send the other party a notice of dispute, which is a written statement setting forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute and the relief requested. You must send any notice of dispute by e-mail to legal@shopursanova.com. We will send any notice of dispute to you at the contact information we have for you. You and URSA will attempt to resolve any dispute through informal negotiation within 30 days from the date that the notice of dispute is sent. If we are unable to resolve a dispute by negotiation, you agree that disputes must be resolved through binding arbitration rather than by a court, provided that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Use. There is no judge or jury in arbitration and court review of an arbitration award is limited. It is important that you understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at legal@shopursanova.com with "Arbitration Request" in the subject line.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek

attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION. You agree to arbitrate with URSA only in your individual capacity and not as a representative or member of a class or in any consolidated or representative proceeding. As such, your claims may not be joined with any other claims and there shall be no authority for any dispute to be arbitrated on a class-action basis or brought by a purported class representative. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding. If the class action waiver is found illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. For certain claims, like violations of these Terms of Use or breaches of intellectual property covenants, we reserve the right to seek injunctive relief in a court of competent jurisdiction. All arbitrations shall be initiated in Los Angeles County, California.

24. Waiver and Severability

No waiver by URSA of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of URSA to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms of Use shall continue in effect.

25. Assignment

These Terms of Use and any rights and licenses granted hereunder may not be transferred or assigned by you. We may assign our rights under these Terms of Use without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

26. Admissibility

A printed version of this agreement and of any notice given in electronic form shall 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. It is the express URSA to the parties that this agreement and all related documents be drawn up in English.

27. Taxes

Your total price will include the price of the product plus any applicable sales tax; such state and local sales taxes are based on the shipping address and the sales tax rate in effect at the time you purchase the product. We will charge tax only in states where the goods sold over the Internet are taxable.

28. Prohibited Uses

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the Services or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property

rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) to interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet; or (l) in a manner inconsistent with, or in violation of, these Terms. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

29. Billing and Payments

We accept the following bank or credit cards: Visa, MasterCard, American Express, Discover and PayPal. For your convenience, we will save your bank or credit card information.

You may be charged local tax, if applicable. If your payment method is declined, we will attempt to process your charge until the transaction is approved. We and our third party payment service providers may request, and we may receive, updated credit card information from your credit card issuer, such as updated card numbers and expiration date information when your credit card has expired. If such updated information is provided to us and our third-party payment service providers, we will update your account information accordingly, and will use such updated information to process payments for your future purchases and subscriptions. Your credit card issuer may give you the right to opt out of providing vendors and third-party payment service providers with your updated credit card information. If you URSA to opt out of your credit card's updating service, you should contact your credit card issuer.

We are not responsible for any fees or charges that your bank or credit card issuer may apply. If your bank or credit card issuer reverses a charge to your credit card, we may bill your account directly and seek payment by another method including a mailed statement.

The risk of loss and title for items purchased by you passes to you upon our delivery of the items to the carrier. 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 replace products and credit your account at our discretion.

All sales occur in the US. The risk of loss and title for items purchased by customers passes to you upon our delivery of the items to the carrier, which occurs in the US. The carrier acts on behalf of the customer to deliver the purchased items. Customers are responsible for all applicable sales, retail, commodities, goods and services, harmonized, excise, VAT, indirect taxes and like taxes, fuel surcharges and all other taxes, duties, customs, levies, fees, charges, retributions, import and export taxes and charges, liabilities and/or other rights assessed or levied or to be assessed or levied in the future by any competent public, government, legal, taxation, customs agency, department or other federal, provincial, state, municipal or local authority.

We take reasonable care to make our Website secure. All credit/debit card transactions on the Website on a secure on-line payment gateway that encrypts your credit/debit card details in a secure host environment. These details will only be used to process credit/debit card transaction which you have initiated.

We take reasonable care, in so far as it is within our control to do so, to keep the details of your order and payment secure. However, in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third-party procures unauthorized access to any data and/or personal information that you provide when accessing or ordering from the Website.

You are responsible for reading the full item listing before purchasing an item. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the item(s), as well as all shipping and handling charges and applicable taxes. When a transaction is made pursuant to a shipping contract, the risk of loss and title for products pass to you upon delivery of the products to the carrier.

30. Orders

When placing an order, you must follow the instructions on the Website as to how to place your order and for making changes to your order before you submit it to us through the Website. All orders are subject to acceptance and availability and any Products in ‘Your Order’ are not reserved and may be purchased by other customers until your order is complete and accepted by us.

URSA offers Products for sale that are generally in stock and available for shipping. Occasionally however, we may be waiting for shipment from our suppliers. URSA may, in its sole discretion, offer you, from time to time, the opportunity to either (i) place in advance a “pre-order” for such Products which may ensure that you receive the item on a priority basis once the Products have been delivered to URSA and/or (ii) to register your e-mail address for notification of the arrival of the selected Products not in stock. Your rights regarding pre-orders are the same as those for any other purchase from URSA.

When you submit an order to us through the Website, you agree that you do so expressly subject to the Customer Terms & Conditions current at the date you submit your order. You are responsible for reviewing the latest Customer Terms & Conditions each time you submit an order.

31. Acceptance of Your Order

Once you place an order, you will receive an e-mail acknowledging the details of your order. We will not be obligated to supply a Product to you until we have accepted your order for such Product by e-mail in a form called a “Confirmation of Order” stating that we are accepting your order. An e-mail, letter, fax or other acknowledgement of your order by us is purely for information purposes and does not constitute our acceptance of your order. When we send you an acknowledgement, we may give you an order reference number and details of the Product(s) you have ordered.

We may, in our discretion, refuse to accept an order from you for any reason, including if we are unable to obtain authorization for payment, shipping restrictions apply to a particular item, the Product(s) you order are out of stock or do not satisfy our quality control standards or are withdrawn or you do not meet the eligibility criteria set out in these Customer Terms & Conditions. From time to time, we may offer you an alternative Product, in which case we will require you to re-submit your order. We will not be liable to you or any third-party by reason of our withdrawing any Product(s) from the Website, whether or not the Product(s) have been sold, removing, screening or editing any materials or content on the Website, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

Until the time when we accept your order, we reserve the right to refuse to process your order and you reserve the right to cancel your order. If you have cancelled your order before we have accepted it, or if we cancel your order at any time for any reason, then we will promptly refund any payment already made by you or your credit/debit card company to us for the order of the Product(s).

If you discover that you have made a mistake with your order after you have submitted it to us, please contact us immediately by e-mail to customerservice@shoprusanova.com.

32. Prices

Prices shown on the Website are in US Dollars and are exclusive of taxes and delivery charges. Once you select a Product that you URSA to order and place it in ‘Your Bag,’ you may see all charges you must

pay, including taxes, if applicable, and any delivery charges, on the Review page by clicking “checkout” in ‘Your Bag’. Prices are Final after You complete the order. YOUR PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN APPLICABLE POLICIES.

All prices and offers remain valid as advertised from time to time, except in cases of patent error as set forth below. If the price for a Product in your order changes before we accept your order, we will contact you and ask you to confirm that you URSA to proceed with the order at the amended price. While every effort is made to ensure that details on the Website are accurate, we may from time to time discover an error in the pricing of Products. If we discover an error in the pricing of a Product in your order, we will notify you as soon as possible. We will not be under any obligation to accept or fulfill an order for a Product that was advertised at an incorrect price and reserve the right to cancel such an order that has been accepted or is in transit. If you order a Product that is priced incorrectly for any reason, we will e-mail or telephone you to inform you that we have not accepted your order and/or that the relevant part of your order has been cancelled. If you or your credit/debit card company have already paid for the Product(s), we will refund the full amount as soon as reasonably practicable. In the event that Products are recalled in transit, we will process your refund once the Products have been returned to us.

33. Shipping, Cancellation and Returns

URSA allows Sellers ("Merchants") to set up stores that list and sell items to end users. When you purchase an item, the contract for sale is solely between you and the Merchant. That means that when you purchase an item on URSA or Ursa Nova Corporation App, you are making a purchase from the Merchant who listed the item and the Merchant is responsible for fulfilling your order.

You, the Buyer, agrees to accept the shipping, returns and cancellation policy of the Seller (third-party vendor). URSA and its agents, managers, affiliates, licensors, licensees, successors and assigns and each of their respective directors, officers, contractors, employees, agents, service providers and partners (“Indemnified Parties”), from and against any demands, losses, cost or debt, liabilities, claims, responsibilities or expenses (including reasonable attorneys’ fees) made against URSA. You accept that different Vendors have different policies and it is solely up to you, the Buyer, to read, understand and accept those policies. Customers (Buyers) are responsible to refer to the shipping and return policies of the Seller.

32. Damaged And/Or Faulty Products

URSA allows Sellers ("Merchants") to set up stores that list and sell items to end users. When you purchase an item, the contract for sale is solely between you and the Merchant. That means that when you purchase an item on URSA or Ursa Nova Corporation App, you are making a purchase from the Merchant who listed the item and the Merchant is responsible for your product.

URSA and its agents, managers, affiliates, licensors, licensees, successors and assigns and each of their respective directors, officers, contractors, employees, agents, service providers and partners (“Indemnified Parties”), from and against any demands, losses, cost or debt, liabilities, claims, responsibilities or expenses (including reasonable attorneys’ fees) made against URSA. Buyers are responsible to refer to the Seller’s policy on damaged and/or faulty products.

33. Rewards, Credits and URSA Cash

16.1 Customer accounts may contain rewards, credits, or URSA Cash, or virtual currency in one of our other marketplace apps. These may be used for discounts on or payment for eligible purchases made on the Services. Rewards, credits, or URSA Cash cannot be redeemed for cash, except in jurisdictions where required by law. URSA Cash is issued and may be used as described in certain situations dictated by URSA Policy.

URSA Cash Policy

URSA may award URSA Cash in certain circumstances, including (at URSA's discretion) when a customer is unhappy with a purchase.

URSA Cash is for lawful personal use. URSA Cash may only be used in accordance with this policy and the Terms of Use.

URSA Cash can be applied to the purchase price of an item as well as the shipping fees and taxes associated with the purchase.

If you have URSA Cash in your account it will automatically be applied to your next purchase.

URSA Cash cannot be:

- Redeemed for real world money
- Transferred from one user to another

Items purchased with URSA Cash cannot be refunded for real world money. If a refund is issued for an item purchased with URSA Cash, the refund shall be issued in URSA Cash.

34. Entire Agreement

These Terms of Use and the other agreements referred to herein constitute the sole and entire agreement between you and URSA with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

It is our goal to provide you with a first class user experience, so if you have any questions or comments about these Terms of Use, please feel free to contact us by e-mail at customerservice@shoprusanova.com.