

Effective Date: February 15, 2023 Last Updated: February 27, 2023

SEVEN:THIRTY SKINCARE CORP.

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE ("TERMS"), PROVIDED BY SEVEN:THIRTY SKINCARE CORP., A CALIFORNIA CORPORATION ("SEVEN:THIRTY," "US," OR "WE") CAREFULLY. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THESE TERMS, OUR PRIVACY POLICY, OR ANY OTHER TERMS THAT YOU HAVE ENTERED INTO WITH US (COLLECTIVELY, THE

"AGREEMENT"), THEN YOU DO NOT HAVE OUR PERMISSION TO USE AND/OR ACCESS SEVEN:THIRTY SERVICES (AS DEFINED BELOW), BY ACCESSING OR USING SEVEN: THIRTY SERVICES, AN INDIVIDUAL ("USER," "YOU," OR "YOUR") AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE, INCLUDING PRIVACY POLICY AND COMMUNITY GUIDELINES, WHICH FORM A LEGALLY BINDING CONTRACT WITH YOU AND SEVEN:THIRTY. AS FURTHER DESCRIBED BELOW, THE TERMS INCLUDE PROVISIONS REGARDING FUTURE CHANGES TO THE AGREEMENT, LIMITATIONS OF LIABILITY, PRIVACY, WAIVER OF CLASS ACTIONS, AND RESOLUTION OF DISPUTES BY ARBITRATION INSTEAD OF IN COURT. 1) ACCEPTANCE OF TERMS These Terms incorporate by reference our Privacy Policy and Community Guidelines. You acknowledge that you have read and understood the Terms, accept the Terms, and agree to be bound by them. If you don't agree with, cannot comply with, or are not eligible to use or access the SEVEN:THIRTY Services, then you may not use or access the SEVEN:THIRTY

You must be at least 13 years old to access and use the SEVEN:THIRTY Services. By agreeing to these Terms, you represent and warrant to us that: (i) you are at least 13 years old; (ii) you have not previously been suspended or removed from otherwise using or accessing the SEVEN:THIRTY Services: (iii) your use of the SEVEN:THIRTY Platform or

SEVEN:THIRTY Services is in compliance with any and all applicable laws and regulations; and (iv) any registration information that you submit to SEVEN:THIRTY is true, accurate, and complete, and you agree to keep it that way at all times. No part of the SEVEN:THIRTY Services is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, YOU MUST NOT USE OR ACCESS THE SEVEN:THIRTY SERVICES AT ANY TIME OR IN ANY MANNER. 2) MODIFICATION OF THE TERMS SÉVEN:THIRTY may modify these Terms and we encourage you to review these Terms regularly. Any changes or

modifications will be effective immediately upon posting the revisions to the SEVEN:THIRTY Platform and/or SEVEN:THIRTY Website, and you will be bound by the revised Terms. If material changes to these Terms are made, SEVEN:THIRTY will notify you by posting a notice on the SEVEN:THIRTY Platform or SEVEN:THIRTY Website or by sending you a notice by email or text (or similar format) to the address registered with your Account (as defined below). We will also indicate at the top of this page when these Terms were last updated. Your continued use and access of the SEVEN:THIRTY Services after modification of these Terms mean that you accept all modified Terms. Notwithstanding the foregoing, a modification to Section 17 ("MANDATORY ARBITRATION, CLASS ACTION WAIVER, AND OPT-OUT") shall be communicated in accordance with Section 17. 3) DESCRIPTION OF SEVEN:THIRTY PLATFORM, SEVEN:THIRTY SERVICES, SEVEN:THIRTY WEBSITE SEVEN:THIRTY provides specialty beauty consulting services and products via the sites owned and controlled by SEVEN:THIRTY, including but not limited to its website, which is accessible at http://www.seventhirty.co (the

and tools where these Terms appear or are linked, whether now known or hereinafter devised (collectively, the "SEVEN:THIRTY Platform"). We may also offer SEVEN:THIRTY Products (defined below in Section 6). The SEVEN:THIRTY Website, the SEVEN:THIRTY Platform, and the SEVEN:THIRTY Products are collectively referred to as the "SEVEN:THIRTY Services." You may use the SEVEN:THIRTY Services only in geographical locations where the SEVEN:THIRTY Services are offered (the "Territory"). We reserve the right to prevent any and all use of the SEVEN:THIRTY Services that are not in the Territory. 4) ACCESS TO SEVEN:THIRTY SERVICES a) SEVEN:THIRTY Services. The SEVEN:THIRTY Services are the property of SEVEN:THIRTY. By using the SEVEN:THIRTY Services or creating an Account (whether through SEVEN:THIRTY Services or a third party such as Facebook, Inc.), You agree to be bound by these Terms which shall continue to apply for as long as You are accessing or

"SEVEN:THIRTY Website" or "Site") and without limitation, all other sites, mobile sites, services, applications, platforms,

using the SEVEN:THIRTY Services. When the User is no longer accessing the SEVEN:THIRTY Platform, subscribed to an existing Account, or using any SEVEN:THIRTY Services, the User's legal obligations and liabilities towards SEVEN:THIRTY that have accrued over time shall be unaffected by this cessation. For Users accessing the SEVEN:THIRTY Services through a third party website, social network or mobile applications provider, You also agree to comply with the applicable third party's terms of service or use, as applicable. SEVEN:THIRTY reserves all rights not expressly granted in these Terms of Service. You agree to abide by Your Responsibilities (as stated in Section 8) and not to access and/or use the SEVEN:THIRTY

Services or any part thereof in any manner not expressly permitted by the Agreement. Except for the rights expressly granted to You in the Agreement, SEVEN:THIRTY grants no right, title, or interest to Users in the SEVEN:THIRTY Services. b) Account. To access or use certain features of the Site or SEVEN:THIRTY Services, You will be required to create an account with us (Your "Account") and you may be required to maintain an account with a third party social networking site (such as Facebook, Inc.) through which You access the SEVEN:THIRTY Services. Once You create an Account, Your Account will allow you to access certain of the SEVEN:THIRTY Services. You may control certain aspects of how You interact with the SEVEN:THIRTY Services by changing your settings in the SEVEN:THIRTY Platform and/or the social networking site through which You access the SEVEN:THIRTY Services. Your Account is for your individual, personal and non-commercial use only, and you may not authorize others to use Your Account for any purpose. In creating Your Account, you certify that all information you provide is complete and accurate. You agree to update your

information when required or requested, and you further agree not to use another person's account without permission. You are responsible for maintaining the confidentiality of, and restricting access to, Your Account and password, and You agree to accept sole responsibility for all activities that occur under Your Account or password. You agree to notify u immediately at askeseventhirty.co of any breach of security or unauthorized use of Your Account or any violation of this

unauthorized use of Your Account, whether with or without your knowledge. You may be liable for our losses or the losses of our third-party licensors, content providers, merchants, advertisers, sponsors, and service providers due to

Agreement by other of which you are aware. Although we will not be liable for your losses caused by any

such unauthorized use. Without limiting anything in this Agreement, we reserve the right, in our sole discretion, to restrict, suspend, or terminate Your Account and/or your access to any or all parts of the SEVEN:THIRTY Services at any time, for any reason, including without limitation Your violation of these Terms, with or without prior notice, and without liability to us, including in the event we stop offering any aspect of the SEVEN:THIRTY Services. Users acknowledge and agrees that the SEVEN:THIRTY Services are designed for a purpose serving a particular community and interest, and that any Content submitted must conform to such purpose. a) Submission of Content. Some areas of the SEVEN:THIRTY Services may allow You and other users to post content, comments, questions, and other information (Your "Content"). You acknowledge and agree that your communications with other users or members via chats, conferences, bulletin boards, blogs, posts and any other publicly accessible avenues of communication through the SEVEN:THIRTY Services are public and not private communications. Therefore, we strongly encourage you to use caution before disclosing any personal information about yourself in your public communications. You are solely responsible for the User Content that you upload, publish, display, link to or otherwise make available on or through the SEVEN:THIRTY Services. You understand and agree that all Content publicly posted or privately transmitted through the SEVEN:THIRTY Services is the sole responsibility of the person from whom such content originated and that we will not be liable for any errors or omissions in any such Content. You further understand and agree that we cannot guarantee the identity of other users with whom you may interact in the course of using the SEVEN:THIRTY Services or the data that any such user may provide about themselves. We reserve the right to refuse to transmit or post, and to disclose, block or remove any Content or materials, including but not limited to, Your Content, in whole or in part, that we in our discretion deem to be in violation of this Agreement, our policies and procedures, or otherwise harmful to persons using the SEVEN:THIRTY Services. In addition, we may also

take reasonable steps, including but not limited to, limiting or filtering the number of emails, chat messages or posts sent

with respect to Your Content, including but not limited to, payments to you, third parties, music publishers, mechanical rights agents, performance rights societies, union guilds or your licensors or any persons who contributed to or appear in

consents, licenses and permissions necessary to post your Content and grant to us the rights and licenses described

not infringe upon, misappropriate or violate the rights of any third party, including but not limited to, any intellectual property rights, rights of publicity or any other privacy or proprietary rights; (c) is not false, deceptive, or otherwise misleading: (d) does not include any commercial or political solicitation; (e) does not impersonate another person or

b) Your Representations and Warranties about Your Content. By posting Content on or through on or though

(i) None of us, our customers, licensees or business partners shall be required to make any payments

(ii) You have full right, power and authority to post Your Content and have secured all third-party

(iii) Your Content (a) is not threatening, defamatory, hateful, harassing, abusive, or obscene; (b) does

or received by a user. We are not obligated in any way to use Your Content.

Your Content for these purposes. Without limiting the foregoing, we may:

degrade the sound quality of your music and/or video files;

6) PRODUCT INFORMATION

content provided by third parties, to other users of the SEVEN:THIRTY Services;

likeness of any individual whose performances or image is contained in your Content.

medical treatments are intentionally provided on the Site or SEVEN:THIRTY Platform.

determined by SEVEN:THIRTY in its sole discretion. 7) ORDER ACCEPTANCE, SHIPPING TERMS, REFUNDS

8) YOUR RESPONSIBILITIES

SEVEN:THIRTY Services :

a third-party;

Site;

the SEVEN:THIRTY Services, you represent and warrant that:

Your Content;

below; and

entity; (e) does not violate and law, rule, regulation or ordinance; and/or (f) is not otherwise objectionable or non-family-friendly as determined by SEVEN:THIRTY in its sole discretion (all of the foregoing in this Subsection 5(b)(iii). collectively, "Prohibited Content"). c) Rights in Content. By uploading, making available or submitting Content, you grant us and our business partners and affiliates a royal-free, perpetual, irrevocable, world-wide, assignable and transferrable right and license to quote, re-post, use, copy, reproduce, modify, create derivative works of, incorporate into other works, distribute, transmit, broadcast, communicate, publicly display, publicly perform and otherwise exploit Your Content in any form or media now known or hereafter created, anywhere, and without any notice or compensation to you of any kind. In addition, you grant each user of the SEVEN:THIRTY Services a non-exclusive license to use, modify, reproduce, distribute, prepare derivative works of, display and perform any Content as allowed by the functionality of the SEVEN:THIRTY Services. You

hereby grant us and other users of the SEVEN:THIRTY Services all consents, rights and clearances to enable us to use

engaged to host the SEVEN:THIRTY Services and display Your Content, in whole or in part, alone or in compilation with

(iii) Edit Your Content to ensure that it complies with our policies and guidelines; and

Certain aspects of the SEVEN:THIRTY Services may allow you to purchase products ("Products"). The products displayed on the Site or SEVEN:THIRTY Platform can be ordered and delivered only within the U.S. and certain select countries. All prices displayed on Site or SEVEN:THIRTY Platform are quoted in U.S. Dollars and are valid and effective only in the U.S. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or

(i) Host your Content on our servers and those of our third party service providers that we have

(ii) Re-encode Your Content as needed to be compatible with different mobile phones which may

(iv) Use any trademarks, service marks or trade names incorporated into your Content and the

otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by SEVEN:THIRTY. All material and information presented by SEVEN:THIRTY is intended to be used for personal, educational or informational purposes only. The statements made about products by the manufacturers have not been evaluated by the U.S. Food and Drug Administration or any other government agency and the results reported, if any, may not necessarily occur in all individuals. The statements and products sold through SEVEN:THIRTY are not intended to diagnose, treat, cure or prevent any condition or disease. If any minor uses any goods or product from SEVEN:THIRTY it should be only after the legal or parental guardian has discussed the product with the minor's doctor. All products should be used strictly in accordance with their instructions, precautions and guidelines. You should always check the ingredients for products to avoid potential allergic reactions. Use of the Site or SEVEN:THIRTY Platform is not meant to serve as a substitute for professional medical advice: the Site and SEVEN:THIRTY Platform are solely online stores for specialty beauty products. Please consult with your own physician or health care practitioner regarding the use of any goods, products or information received from the Site or SEVEN:THIRTY Platform before using or relying on them. Your physician or health care practitioner should address any and all medical questions, concerns and decisions regarding the possible treatment of any medical condition. SEVEN:THIRTY does not give or intend to give any answers to medical related questions and the Site or SEVEN:THIRTY Platform do not replace any medical professional or medical

resource. SEVEN:THIRTY does not represent itself as a physician nor is this implied. No prescription medications or

any order to be filled or products to be provided to you that may result in a violation of these Terms of Use, as

The products available on the Site, SEVEN:THIRTY Platform, and the Community, including any samples SEVEN:THIRTY may provide to you, are for your personal use only. You may not sell or resell any products you purchase or otherwise receive from SEVEN:THIRTY. SEVEN:THIRTY reserves the right, with or without notice, to cancel or reduce the quantity of

an order or a confirmation of an offer to sell. Such receipt also does not constitute a confirmation that the product or service is in stock or otherwise available on the price and terms published on the Site, or published in any catalog or other advertisement, including the SEVEN:THIRTY Platform. SEVEN:THIRTY reserves the right, without prior notification, to limit the order quantity on any item and/or to refuse service to any customer for any reason, including limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified as potential fraud. SEVEN:THIRTY reserves the right to limit the quantity of items purchased per person, per household or per order for any reason; and these restrictions may apply to orders placed by the same account, the same credit card, and also to orders that use the same billing address and/or shipping address. SEVEN:THIRTY also reserves the right, in our sole discretion, to either prohibit sales or limit quantities of sales to dealers or resellers. For purposes of this Agreement,

a) Orders and Acceptance. The receipt of an email order confirmation does not constitute the acceptance of

reselling shall be defined as purchasing or intending to purchase any item from SEVEN:THIRTY for the purpose of engaging in a commercial sale of that same item with a third party. With respect to items sold by SEVEN:THIRTY, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items displayed on our Site or SEVEN:THIRTY Platform may be mispriced. If the correct price of an item sold by SEVEN:THIRTY is higher than our stated price, we will at our discretion, either contact your for instructions before shipping or cancel your order. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. Pricing for items on our Site may be different from prices available in our store or via the SEVEN:THIRTY Platform (pricing and availability remain subject to confirmation at checkout for mobile users). Verification of order and customer information may be required prior to the acceptance of any order. SEVEN:THIRTY is not obligated to fulfill any order and may refuse any order. Alternatively, SEVEN:THIRTY may accept the order and notify the customer of an estimated time for shipment (in which case the order shall be deemed to remain open until delivery). Charges to customer's credit card(s) shall only be processed for collection when a shipment has been made. Any shipping and handling charges which are imposed may reflect estimated or average amounts required to cover the cost of shipping and handling and need not reflect the exact cost of the specific order. Same day delivery may be available in a limited geographic area. Applicable taxes and delivery fees will apply. The delivery fee does not include voluntary tip(s) or gratuity provided to the courier. In the event of an authorized return of any goods sold from the Site or SEVEN:THIRTY Platform, SEVEN:THIRTY is not obligated to include a refund of any shipping and handling charges or delivery charges or gift wrap charges except when the return is for defective product and SEVEN:THIRTY shall have the option to refund any amount owing to any customer by either crediting the charge card used for payment or mailing a check to the customer at the address shown on the related order. The risk of loss for and title to products purchased on the Site or SEVEN:THIRTY Platform passes to the purchaser upon delivery to the carrier. b) Taxes. You agree to pay all federal, state and local taxes levied or based on this agreement or any activities hereunder, exclusive of any taxes based on our net income, unless you are exempt from the applicable taxes.

You alone are responsible for your conduct while using SEVEN:THIRTY Services. To keep SEVEN:THIRTY Services accessible for all users, you agree to respect the right of other users of the community, including as described in these Terms. To protect our users and contributors from Prohibited Activity, as described below, SEVEN:THIRTY reserves the right to take appropriate actions, including by restricting the frequency of communications a user may send in a certain time period, or reviewing, editing, or removing user content which in our sole and absolute judgment violates any of these

Terms. To protect the integrity of the SEVEN:THIRTY Services, we reserve the right to block users from certain IP

"Prohibited Activities" means each and every prohibited action set forth in this section. To keep SEVEN:THIRTY Services safe and accessible, in connection with SEVEN:THIRTY Services, you warrant and covenant that you will not use the

to impersonate another person or entity, claim a false identity when creating an Account, or use an Account of

for any purpose other than to use and access the SEVEN:THIRTY Services in accordance with these Terms; to bypass, disable or otherwise interfere with security related features of the SEVEN:THIRTY Services or features that prevent, limit, or restrict the access to the SEVEN:THIRTY Services and/or the use or re-production of any

to delete or modify notices regarding copyright or other proprietary rights on the SEVEN:THIRTY Platform or

collect, disseminate, or otherwise use personal information about Users or any third-parties without their

reverse engineer, decompile, disassemble or otherwise attempt to discover the source code in any of the

addresses from accessing the SEVEN:THIRTY Services for any violation of these Terms.

Content or any other material on the SEVEN:THIRTY Platform;

for any illegal purpose in any jurisdiction;

remain current or be maintained. You understand that:

10) TERM AND TERMINATION

of the third parties, or of any content or services provided by them;

(if any) and our Privacy Policy does not apply in relation to that data.

11) COMMUNICATIONS FROM SEVEN: THIRTY AND OTHERS

12) INTELLECTUAL PROPERTY AND OWNERSHIP

rights in and to Your Content shall be owned by you. 13) COPYRIGHT COMPLAINTS; DMCA NOTIFICATION

that is allegedly infringed;

SEVEN:THIRTY, businesses listed on SEVEN:THIRTY, or other users.

consent or SEVEN:THIRTY'S consent, or in violation of any applicable law;

software, firmware, or hardware embodied in the SEVEN:THIRTY Services; interfere with or damage the operation of the SEVEN:THIRTY Services or any User's enjoyment of them by any means, including, but not limited to, uploading or otherwise disseminating viruses, spyware, worms or other malicious to interfere with SEVEN:THIRTY's mission, purpose, and/or business; publish sensitive personal data on the SEVEN:THIRTY Website and/or Platform, including on your own Account. Sensitive personal data is defined under U.S. Law, and includes health information related to a physical person; sell, license, distribute, copy, record, modify, publicly perform or display, transmit, publish or republish, including republication on another website, edit, adapt, create derivative works from any aspect of the SEVEN:THIRTY Services not otherwise authorized by these Terms. SEVEN:THIRTY reserves the right to suspend, discontinue or modify any aspect of the SEVEN:THIRTY Services at any time, including the right to discontinue fully or partially the display of any Content or linked or embedded content, and to prevent access to the SEVEN:THIRTY Website or any Content from specific territories (geo-blocking). 9) THIRD PARTY SERVICES a) Third Party Services. Third party services may be used when you: (i) purchase, install or update the SEVEN:THIRTY Platform, including but not limited to digital storefronts such as the Apple iOS App Store, Google Play Store, Amazon App Store; and (ii) use the SEVEN:THIRTY Services, including but not limited to recording and sharing, social media connectivity and the like. b) Third Party Terms and Conditions. These third party services are subject to respective third party terms and conditions, as applicable. Please review these third party terms and conditions carefully as they constitute an agreement

between you and the applicable third party service provider. We are not liable for the activities of any such third parties. c) Third Party Reliance. The SEVEN:THIRTY Services may contain links (including via advertisements) to third

(i) links to third party content or services are not endorsements, approvals or recommendations by Us

(ii) your use of any third party content or services may be subject to separate terms and conditions;

(iii) when you provide data to third parties you are providing it in accordance with their privacy policy

party websites or other third party content or services. Those links are provided for convenience only and may not

You are responsible for ensuring that your installation and use of the SEVEN:THIRTY Services does not cause you to exceed any data usage quotas or other limitations that may apply to your internet service or other services acquired from third parties. You must comply with the terms of service of the relevant digital storefront where you obtained Our Services, including but not limited to the Apple iOS App Store, the Google Play Store and the Amazon App Store. You must comply with any applicable third-party terms of agreement when using Our Services, such as Facebook's terms of

the fullest extent permitted by applicable law. b) Termination. We may terminate your use of or access to the SEVEN:THIRTY Services, including without limitation by terminating Your Account, for any violation of these Terms. We may also change, suspend, or discontinue any aspect of the SEVEN:THIRTY Services at any time, with or without notice to You. Upon termination of these Terms for any reason, all of your Content may be made inaccessible via the SEVEN:THIRTY Services although copies of your Content may remain stored on back-up storage media maintained by or for Us. You grant Us a royalty-free license to retain such back-up copies of Your Content on storage media maintained by or for Us. If you stop using the SEVEN:THIRTY Services but keep Your Content on or available through the SEVEN:THIRTY Services, then these Terms will continue to apply in full force and effect for so long as any of Your Content is available on or through the SEVEN:THIRTY Services. The following Sections, and any other term reasonably understood to be intended to survive termination, shall survive any termination of these Terms: 1, 3, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21.

By accessing or using SEVEN:THIRTY Services, you consent to receive communications from other users and

SEVEN:THIRTY through the SEVEN:THIRTY Services, or through any other means such as emails or push notifications. These communications may promote SEVEN:THIRTY, or businesses listed on SEVEN:THIRTY and may be initiated by

a) SEVEN:THIRTY Intellectual Property Rights. All aspects and content of the SEVEN:THIRTY Services, including

b) Your Intellectual Property. As between SEVEN:THIRTY and you, all copyright and other intellectual property

(i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right

(ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on

(iii) a description of the material that is claimed to be infringing or to be the subject of infringing activity, and

(v) a statement by you that you have a good faith belief that use of the material in the manner complained of is

(vi) a statement made under penalty of perjury by you that the information in the notification is accurate, and

We may, in our sole discretion, remove any Content that appears to infringe on the intellectual property rights of others or that is violation of this Agreement. It is our policy to respond to and investigate claims of copyright and other intellectual property infringement. We have a policy of terminating access to the SEVEN:THIRTY Services by users who

You may notify us of alleged copyright infringement in accordance with the Digital Millennium Copyright Act (the

"DMCA"). We will respond expeditiously to notices of alleged infringement sent pursuant to the DMCA. In order to notify us of a copyright infringement claim pursuant to the DMCA, you must provide:

the Service are covered by a single notification, a representative list of such works;

(iv) your address, telephone number and email address;

that you are authorized to act on behalf of the owner of the copyright involved.

that you are authorized to act on behalf of the owner of the copyright involved.

receipt of the counter notice, at our discretion.

of which are incorporated herein by reference.

to respond to any Comment.

You represent and warrant that:

third party.

15) USER COMMENTS, FEEDBACK, POSTS, OTHER SUBMISSIONS

not authorized by the copyright owner, its agent, or the law; and

information reasonably sufficient to permit us to locate the material, including a URL address;

You can opt-out of certain communications, and we have provided the opt-out mechanisms in our Privacy Policy.

without limitation all trademarks, service marks, trade names, copyright, patents, trade secrets, videos, music, images, software, text, graphics, interactive features, logos, photographs, and other audio and/or visual material, except Your Content (collectively the "SEVEN:THIRTY Content") is the sole and exclusive property of SEVEN:THIRTY, its licensors, and/or its suppliers. You may not copy, reproduce, distribute, publish, display, modify, create derivative works of, transmit or in any way use or exploit any SEVEN:THIRTY Content, in whole or in part, without SEVEN:THIRTY's express prior written consent. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the SEVEN:THIRTY Services and SEVEN:THIRTY Content and the Service are expressly retained by

a) Term. These Terms are effective beginning when you accept the Terms or first access or use the SEVEN:THIRTY Services, and end when terminated as described below. You may terminate your account with and these Terms at any time by sending an email to ask@seventhirty.co or use any termination functionality that may be offered through the SEVEN:THIRTY Services. SEVEN:THIRTY may, at its sole discretion, terminate these Terms and/or suspend or terminate your access to the SEVEN:THIRTY Services, at any time for any reason or no reason, with or without notice, to

with all of the requirements described above, your DMCA notice may not be valid. If you believe that any Content or material that was removed (or to which access was disabled) is not infringing, or you have the right to post and use such Content or material from the copyright owner, the copyright owner's agent, or pursuant to applicable law, you must send a counter notice containing the following information to our designated copyright agent at ask@seventhirty.co: (i) a physical or electronic signature of you or the person authorized to act on behalf of the owner of the exclusive right that is alleged to have been infringed; (ii) identification of the copyrighted work that has been removed or blocked or to which access has been disabled: (iii) the location at which the allegedly infringing material appeared before it was removed or disabled, including a URL address; (iv) your address, telephone number and email address; (v) a statement by you that you have a good faith belief that the material removed or disabled was the result of a mistake or misidentification of the material; and (vi) a statement made under penalty of perjury by you that the information in the notification is accurate, and

If a counter-notice is received by our designated copyright agent at the address above, we may send a notice to the complaining party that the removed material will be restored or we will cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored within ten (10) to fourteen (14) business days or more after

For information about SEVEN:THIRTY's collection and use of your information, please read our Privacy Policy, the terms

You may submit, post, or otherwise make available reviews, comments, feedback, suggestions, questions, photos, videos, and other content on or through the Site (collectively, "Comments") as long as your Comments do not contain any

Although SEVEN:THIRTY cannot monitor all Comments, SEVEN:THIRTY reserves the right (but not the obligation), in its sole discretion, to remove or edit any Comment that appears on the Site for any reason and at any time. Nevertheless, you are solely responsible for any Comments you submit, post, or otherwise make available on or through the Site, and you agree to indemnify SEVEN:THIRTY for all claims resulting from any such Comments. SEVEN:THIRTY has no

obligation (1) to maintain any Comment in confidence; (2) to pay any person any compensation for any Comment; or (3)

SEVEN: THIRTY does not claim ownership of any Comment. However, you agree that SEVEN: THIRTY is free to use any Comment for the purpose of providing you and others with the use of the Site, with associated products and services, and with SEVEN:THIRTY's (and its successors' and assigns)' business. You grant SEVEN:THIRTY a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive, fully sublicensable right to use, reproduce, create derivative works from, modify, adapt, publish, edit, translate, distribute, perform, and display the Comment throughout the world in any media now known or hereafter developed. You also grant SEVEN:THIRTY the right to use the name and any other identification

information that you submit, post, or otherwise make available in connection with the Comment.

use of any Comment supplied by you will not violate this Agreement; and

you own or otherwise control all of the rights to any Comment;

the Comment will not cause injury to any person or entity.

MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

18) MANDATORY ARBITRATION, CLASS ACTION WAIVER, AND OPT-OUT

parties and may be entered as a judgment in any court of competent jurisdiction.

disputes or claims within the scope of that court's jurisdiction.

AGREEMENT AND HAVE EITHER SOUGHT OR REFUSED SUCH COUNSEL.

17) GOVERNING LAW AND JURISDICTION

your claim is frivolous.

seventhirty.co.

The notice described above should be sent our designated copyright agent at askeseventhirty.co. If you fail to comply

You represent and warrant that you have read and understood these Terms, SEVEN:THIRTY's Community Guidelines, and SEVEN:THIRTY's Privacy Policy. If you use the SEVEN:THIRTY Platform and/or SEVEN:THIRTY's Services outside of the United States of America, you represent that you are allowed to access and use the SEVEN:THIRTY Services, and/or submit Your Content in that country. YOU AGREE THAT YOUR USE OF THE SEVEN:THIRTY SERVICES IS AT YOUR OWN RISK. THE SEVEN:THIRTY SERVICES AND/OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE SEVEN:THIRTY SERVICES, INCLUDING WITHOUT LIMITATION ANY RELATED SOCIAL MEDIA PLATFORMS OR MOBILE APPLICATIONS, ARE PROVIDED "AS IS". THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEVEN:THIRTY DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SEVEN:THIRTY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SEVEN: THIRTY SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, ERROR-FREE OR RELIABLE. YOU AGREE THAT SEVEN:THIRTY IS NOT RESPONSIBLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, OR ILLEGAL CONTENT OR CONDUCT OF ANY USER OR THIRD PARTY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL SEVEN:THIRTY OR ANY OF ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, OR AFFILIATES BE LIABLE (JOINTLY OR

SEVERALLY) TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND

YOU TO SEVEN:THIRTY IN THE THREE (3) MONTHS PRIOR TO THE EVENTGIVING RISE TO A CLAIM HEREUNDER. YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SEVEN:THIRTY AND SEVEN:THIRTY'S SHAREHOLDERS, OFFICERS, DIRECTORS, LICENSEES, SUBLICENSEES, CUSTOMERS, USERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF ANY PROVISION CONTAINED IN THESE TERMS; YOUR UNAUTHORIZED USE/ACCESS OF THE SEVEN:THIRTY SERVICES (INCLUDING YOUR USE OF SEVEN:THIRTY CONTENT); AND YOUR CONTENT. SEVEN:THIRTY RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO EMPLOY SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY

WHATSOEVER (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT SEVEN:THIRTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR FOR DIRECT DAMAGES IN EXCESS OF FEES ACTUALLY PAID BY

This Agreement shall be exclusively interpreted, construed and enforced under California (U.S.A.) law without reference to its choice of law rules and, if any federal right violation is alleged, the laws of the United States of America. The United Nations Convention on Contracts for Sale of International Goods does not apply to these Terms. Subject to Section 17 (MANDATORY ARBITRATION, CLASS ACTION WAIVER, AND OPT-OUT), venue for any court action arising out of or relating to this Agreement shall be exclusively brought in the appropriate state court located in the City and County of San Francisco or any federal court in the Northern District of California, and you and SEVEN:THIRTY irrevocably consent

PLÉASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT

Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 17 is intended to be interpreted broadly and governs any and all disputes between us including claims arising out of or relating

a) Application. You and SEVEN:THIRTY agree that this Agreement affects interstate commerce and that the

to the personal jurisdiction of such courts for any permitted court action on any obligation hereunder.

SEVEN: THIRTY takes no responsibility and assumes no liability for any Comment or other content posted by you or any

16) DISCLAIMERS OF WARRANTIES, REPRESENTATIONS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this Agreement or any prior agreement (including claims related to advertising); and claims that may arise after the termination of this Agreement. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below. b) Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at ask@seventhirty.co and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with SEVEN:THIRTY, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. c) Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims. (except as provided in Section 17(h) below)

subject to the terms set forth below. Specifically, all claims arising out of or relating to this Agreement (including this Agreement's formation, performance, and breach), the parties' relationship with each other, and/or your use of SEVEN:THIRTY Services shall be finally settled by binding arbitration administered by the JAMS Comprehensive Arbitration Rules & Procedures ("JAMŚ"). The JAMS rules will govern payment of all arbitration fees. If you receive an arbitration award that is more favorable than any offer we make to resolve the claim, we will pay you \$1,000 in addition to the award. SEVEN:THIRTY will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that

e) Filing a Demand. To start an arbitration, you must do the following: (i) Write a Demand for Arbitration ("Demand") that (a) briefly explains the dispute, (b) lists your and SEVEN:THIRTY's names and addresses, (c) specify

the amount of money in dispute, if applicable, (d) identify the requested location for a hearing if an in-person hearing is requested, and (e) state what you want in the dispute; (ii) send one copy of the Demand to JAMS, along with a copy of these Terms and the filing fee required by JAMS; and (iii) Send one copy of the Demand for Arbitration to us at ask@

right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States,

d) Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the

f) The parties understand that absent this mandatory arbitration provision, they would have the

arbitration shall be initiated in San Francisco County, California, United States, and you and SEVEN:THIRTY agree to submit to the personal jurisdiction of any federal or state court in San Francisco County, California, United States, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. g) Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND SEVEN:THIRTY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

h) Exception for Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in small claims court in San Francisco, California for

class action waiver provisions set forth above by sending written notice of your decision to opt out to askeseventhirty. co with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within the later of 30 days of your first use of the Service or within 30 days of changes to this section being announced on the Site or

i) 30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and

Platform. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, SEVEN:THIRTY also will not be bound by them j) Changes to this Section. SEVEN:THIRTY will provide thirty (30) days' notice of any changes to this section by posting on the Services, Website, or Platform. Amendments will become effective thirty (30) days after they are posted on the SEVEN:THIRTY Services, Platform, and/or Site or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Mandatory Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Mandatory Arbitration and Class Action Waiver section in existence after you began using the SEVEN:THIRTY Services, SEVEN:THIRTY Platform, and/or SEVEN:THIRTY Products. k) Survival. This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the SEVEN:THIRTY Services, SEVEN:THIRTY Platform, and/or SEVEN:THIRTY Products. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the

validity, legality, and enforceability of the remaining provisions shall remain in full force and effect as if such invalid,

illegal, or unenforceable provision had never been included. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement establishes any relationship of partnership, joint venture, employment, franchise or agency between you and SEVEN:THIRTY. You do not have the power to bind SEVEN:THIRTY or incur obligations on SEVEN:THIRTY's behalf without SEVEN:THIRTY's prior written consent. SEVEN:THIRTY does not have the power to bind you or incur obligations on your behalf without your prior written consent (including consent given through the Site or SEVEN:THIRTY Platform). MISCELLANEOUS. This Agreement, including its Terms: (i) are drafted and shall be interpreted in the English language: (ii) shall be construed fairly with no inference drawn against the drafting party; (iii) use, though strictly for convenience, various titles and headings which shall not affect interpretation of this Agreement; (iv) set forth the parties' entire agreement and understandings relating to the subject matter herein and merges and supersedes all of the parties' prior agreements, writings, commitments, discussions and understandings; (v) and any right or obligation set forth in these Terms can only be amended, modified, or waived in a writing signed by SEVEN:THIRTY; and (vii) shall bind (and inure to the benefit of) the parties, and the parties' respective heirs, approved assigns, successors-in-interest, and legal representatives (subject to any and all assignment restrictions set forth herein). When used in this Agreement, "including" shall be deemed to mean "including, but not limited to," regardless of whether such term is initially capitalized and notwithstanding any conflicting provision of these Terms. YOU EXPRESSLY REPRESENT THAT YOU HAVE: (A) READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS; (B) INDEPENDENTLY EVALUATED THE DESIRABILITY OF ENTERING INTO THIS AGREEMENT AND ARE NOT RELYING ON ANY REPRESENTA-TION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH HEREIN; AND (C) BEEN AFFORDED THE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL WITH REGARDS TO YOUR RIGHTS AND OBLIGATIONS SET FORTH IN THIS