

TERMS OF USE AGREEMENT

This Terms of Use Agreement (this "Agreement") constitutes a legally binding contract between Bodyfriend, Inc. ("Bodyfriend," "we," "us," "our"), and you with respect to your use of Hugchair products and services, including, but not limited to, your interaction with or use of any advertisements, forums, email functions, internet links, content, products, and services available through the domain and subdomains located at Hugchairs.com, and the Information and Submitted Content (each as defined below) (collectively, the "Website") and products and services available through the Website or by Bodyfriend (the "Services"). Individuals or entities who visit or use the Website or Services (collectively, "Users"), and you as a User, agree to be bound by this Agreement and any documents incorporated by reference herein. You also authorize the transfer of payment for the Services. If you do not agree to these terms and conditions of this Agreement, do not use the Website. Be advised that this Agreement contains disclaimers of warranties and limitations on liability that may be applicable to you.

ANY DISPUTE BETWEEN YOU AND BODYFRIEND MUST BE RESOLVED BY MEDIATION OR BINDING ARBITRATION AS DESCRIBED BELOW. PLEASE READ THE MEDIATION AND ARBITRATION PROVISIONS IN THIS AGREEMENT AS IT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT.

NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT YOUR RIGHTS UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE. IF THERE IS A CONFLICT BETWEEN THOSE RIGHTS AND THIS AGREEMENT, YOUR RIGHTS UNDER APPLICABLE LOCAL LAW WILL PREVAIL.

A. Modifications

Bodyfriend reserves the right, in its sole discretion, to change, modify, or otherwise amend the terms and conditions of this Agreement and any other documents incorporated by reference herein ("Amended Terms") at any time. If the Amended Terms affect your rights, duties, and obligations under this Agreement, we will provide reasonable advance notice before the Amended Terms become effective. You agree that we may notify you of the Amended Terms by posting them on the Website, or communicating the Amended Terms through any method of written communication that Bodyfriend has established with you, including, without limitation, e-mail, and that your use of the Website and/or the Services after the effective date of the Amended Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Amended Terms. Therefore, you should review this Agreement and any Amended Terms before using the Website and/or the Services. The Amended Terms will be effective as of the date specified in the Amended Terms, and will apply to your use of the Website from that point forward. This Agreement will govern any disputes arising before the effective date of the Amended Terms. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement.

B. Use of the Website

You must be at least eighteen (18) years of age to use the Website and the Services. Bodyfriend hereby grants you a non-exclusive, revocable license to use the Services made available on, by, or through the Website, which include or may include, without limitation, Website features that may be made available by Bodyfriend, including, but not limited to, Bodyfriend user registration, any content or information provided on, by, or through the Website or the Services, including, but not limited to, data, text, graphics, designs, logos, images, audio/visual materials, links, and references (collectively, the "Information"), for personal use only and not for

any for-profit or commercial activities or purpose or for resale, except as expressly permitted herein. Without the prior written consent of Bodyfriend, no Information or any other Bodyfriend materials or property may be copied, reproduced, displayed, republished, downloaded, posted, digitized, translated, modified, transmitted, distributed, or commercially exploited in any way, except as expressly permitted herein.

Bodyfriend permits you to view and print a reasonable number of copies of web pages located on the Website for your own personal use, but not for any for-profit or commercial purpose or for resale; provided that (a) you retain all trademark, copyright and other proprietary notices contained in the original materials, (b) you provide attribution to Bodyfriend, (c) the material is printed in its entirety without modification, reformatting, or adaptation of any kind, and (d) any copies are subject to the terms and conditions of this Agreement and remain the property of Bodyfriend. You understand and agree that you may not authorize any Information to be reproduced, modified, displayed, performed, transferred, distributed, or otherwise used by any third party, and you agree that you will take all reasonable steps to prevent any unauthorized reproduction and/or other use of the Information. You agree to advise Bodyfriend promptly of any such unauthorized use of which you are aware. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks and other proprietary rights of Bodyfriend or others.

If you access the Website through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Your network or roaming provider may prohibit or restrict the installation and/or use of all or a portion of the Website, and the Website may not work with your network provider and/or device.

Our online store is hosted by Shopify Inc. ("Shopify"). Shopify provides us with the e-commerce platform that allows us to sell our products to you.

c. Privacy Policy

Bodyfriend has established a [Privacy Policy](#) that explains and governs how information is collected and used (the "Privacy Policy"). The Privacy Policy applies to the Website and the Services. The Privacy Policy is hereby incorporated into this Agreement by reference. Your use of the Website is governed by the Privacy Policy. You can view the [Privacy Policy](#), as it is applicable to the Services.

d. Third-Party Links

The Website may contain links, contact forms to other websites or resources, including, without limitation, social networking, e-commerce, blogging, and similar websites (the "Third-Party Sites") for your convenience. Bodyfriend does not control the Third-Party Sites or the content provided therein, and Bodyfriend has not reviewed, in their entirety, those Third-Party Sites. Your use of Third-Party Sites is subject to the privacy policies and terms of use established by the applicable Third-Party Site, and Bodyfriend disclaims all liability for that use. The fact that Bodyfriend offers links to Third-Party Sites does not indicate any approval or endorsement by Bodyfriend of any Third-Party Site, any material contained, or goods and services sold and purchased, on Third-Party Sites, and Bodyfriend disclaims any such approval or endorsement. The Website and the Services are intended for use only in the United States.

e. Use of Submitted Content

The Website may permit you to post reviews, comments and other content; and submit suggestions, ideas, comments, questions or other information ("Submitted Content"), so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, chain letters, mass mailings or any form of "spam." You may not use a false email address, impersonate any person or entity or otherwise mislead as to the origin of your content. Bodyfriend reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, such content and/or material will be considered non-confidential and non-proprietary and you grant Bodyfriend and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such materials and/or content throughout the world in any media. You grant Bodyfriend and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Bodyfriend and its affiliates for all claims resulting from content you supply. By providing Submitted Content, you agree to permit any Submitted Content to be searchable, viewed, and used by Users, and further agree that you are providing such Submitted Content on a non-proprietary and non-confidential basis. You hereby agree that Bodyfriend is free to use or disseminate such Submitted Content on an unrestricted basis on and through the Website.

Bodyfriend does not endorse any Submitted Content or any opinion, recommendation, or advice expressed therein, and Bodyfriend hereby expressly disclaims any and all liability in connection with all Submitted Content. Bodyfriend does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and Bodyfriend will remove any Information or Submitted Content if properly notified, pursuant to the DMCA Process described in Claims of Copyright of Trademark Infringement below, that such information or Submitted Content infringes on another's intellectual property rights. Bodyfriend may, at its sole discretion and without notice, remove Submitted Content and/or terminate access for uploading any material in violation of this Agreement.

f. Bodyfriend Intellectual Property

The Website is owned and operated by Bodyfriend and its licensors and the Information (and any intellectual property and other rights relating thereto) are and will remain the property of Bodyfriend and its licensors and suppliers. The Information is protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. Except as set forth in this Agreement, you may not copy, reproduce, modify, adapt, translate, republish, upload, post, transmit, distribute, sublicense, sell, reverse engineer, decompile, or disassemble any part of the Website or Information without Bodyfriend's prior written permission. The Information and the Website may be used solely (a) to the extent permitted in this Agreement, or (b) as expressly authorized in writing by Bodyfriend or, if so indicated in writing by Bodyfriend, its licensors or suppliers. Use of the Website or Information for any other purpose is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Website or Information.

The trademarks, logos, and service marks displayed on the Website (collectively, the "Trademarks") are the registered and unregistered trademarks of Bodyfriend, Bodyfriend's licensors and suppliers, and/or others.

Nothing contained in this Agreement or the Website should be construed as granting, by implication, estoppel, or otherwise, any license, right to use or any other rights in the Trademarks without the express written permission of Bodyfriend, its licensors or suppliers, or the third party owner of the Trademarks, except as set forth in this Agreement. You agree that the Trademarks are protected by U.S. and international copyright, patent and trademark laws, and various other intellectual property and unfair competition laws. You must abide by all copyright notices, information and restrictions contained in the Trademarks accessed through the Website.

g. Term and Termination

This Agreement is effective from the date that you first access or use the Website or submit any information to the Website, whichever is earlier, and will remain effective until terminated in accordance with its terms. Bodyfriend may immediately terminate this Agreement, your access to and use of the Website, or any portion thereof, at any time and for any reason, with or without cause, without prior notice. This Agreement will also terminate automatically if you fail to comply with any term or provision of this Agreement. Upon termination of this Agreement by either party, your right to use the Website will immediately cease. All disclaimers and all limitations of liability and all Bodyfriend rights of ownership will survive any termination. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Website, or any part of portion thereof. Nothing in this Agreement will be construed to obligate Bodyfriend to maintain and support the Website, or any part or portion thereof, during the term of this Agreement.

You hereby acknowledge and agree that Bodyfriend, in its sole and absolute discretion, has the right to delete, terminate, or block your email or IP address, cancel the Website or otherwise terminate your access to or participation in the use of the Website (or any part thereof), or remove and discard any Submitted Content on the Website.

Upon termination of this Agreement by either party, all licenses granted to you hereunder will immediately terminate and you shall destroy all copies of Bodyfriend Information, Trademarks and other Information in your possession or control. You further acknowledge and agree that Bodyfriend shall not be liable to you or any third-party for any termination of access to the Website. Upon termination of this Agreement, Bodyfriend retains the right to use any data collected from your use of the Website for internal analysis and archival purposes or for purposes specified in the [Privacy Policy](#) and all related licenses you have granted Bodyfriend hereunder shall remain in effect for the foregoing purpose. In no event is Bodyfriend obligated to return any Submitted Content to you. The following sections shall survive expiration or termination of the Website, as well as any other provisions that by their nature should survive the termination of this Agreement: A, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R and S.

h. Payment and Delivery

The prices for our products (the "Price") are determined at our sole and exclusive discretion and may be modified from time to time. When you place an order through our Website or Services, you will be charged for the products according to the Price at the time the order is placed. In the event a product is listed with an incorrect Price or with incorrect information due to a typographical error, error in pricing, or error in product information received from our suppliers, we have the right to refuse or cancel any orders placed for the incorrectly listed product, whether or not the order has been confirmed and your bank or credit card charged. If your bank or credit card has already been charged for the purchase and your order is canceled, we will issue

a credit to your bank or credit card account in the amount of the charge. The Prices exclude local, state, federal or other taxes and fees (the “Taxes”). The Prices also exclude delivery fees (the “Delivery Fees”). Where applicable, you are responsible for the payment of Taxes and Delivery Fees.

When you submit an order, your credit card will be charged through Shopify or other third-party payment service providers. Payments must be charged successfully before we can process and submit your order for delivery. In the event that your payment method is declined, we may attempt to re-process the charge. Additionally, our third-party payment service providers may request, and we may receive, updated credit card information from your bank or credit card issuer. If this updated information is provided to us and our third-party service providers, we may use such updated information to process the payment. We are not responsible for any fees that your bank or credit card issuer may apply. If your bank or credit card issuer reverses a charge, we may bill you directly and seek payment by another method.

From time to time, Bodyfriend may offer you access to financing and loans offered by third-party finance companies (“Finance Companies”). Bodyfriend does not own, operate or control the Finance Companies, and assumes no responsibility for the services, the financing, the terms and conditions of any services and/or financing offered by the Finance Companies. If you are considering using the Finance Companies, you should read their terms of use, privacy policy and terms and conditions (collectively, “Finance Terms”) of any financing provided by the Finance Companies. By using the Finance Companies, you agree to be bound by the Finance Terms of the Finance Companies. Bodyfriend disclaims, to the fullest extent permitted by applicable law, any liability for the financing, services, information or other content provided by the Finance Companies. Bodyfriend does not guarantee any financing, and the decision on whether to extend credit is made exclusively by the Finance Companies.

Although when you place an order we may provide estimates of delivery times, we do not guarantee that you will receive those items from our third-party carrier during that time and are not responsible for late deliveries. The risk of loss and title for products purchased from us by you passes to you once the products are delivered to the third-party carrier.

i. Returns and Refunds

All returns and refunds are subject to Hugchairs’s [Returns and Refunds Policy](#) (the “Return Policy”). The Return Policy is hereby incorporated into this agreement by this reference.

j. Claims of Copyright or Trademark Infringement

We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported to our designated agent for notice of alleged copyright infringement on the Website at:

DMCA Complaints
Bodyfriend, Inc.
c/o Encore Law Group LLP
1100 Wilshire Boulevard, Suite 3305
Los Angeles, CA 90017
admin@hugchairs.com
Fax: (213) 559-7396

K. Warranty Disclaimers

UNLESS OTHERWISE PROVIDED FOR IN WRITING, YOU AGREE TO THE FOLLOWING PROVISIONS. YOU AGREE THAT YOUR USE OF THE WEBSITE AND THE SERVICES SHALL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, BODYFRIEND AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THE WEBSITE, THE SERVICES OFFERED ON OR THROUGH THE WEBSITE OR BY BODYFRIEND, ANY DATA, INFORMATION, MATERIALS, SUBMITTED CONTENT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE WEBSITE AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE MATERIALS, DATA, INFORMATION, AND SUBMITTED CONTENT OF USERS, OR OTHER THIRD PARTIES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE, THE SERVICES OFFERED ON OR THROUGH THIS WEBSITE, DATA, MATERIALS, SUBMITTED CONTENT, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS WEBSITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WHERE IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. BODYFRIEND DOES NOT PROVIDE ANY WARRANTIES AGAINST ERRORS, MISTAKES, OR INACCURACIES OF DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE WEBSITE OR CONTENT, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ANY BUGS, VIRUSES, TROJAN HORSES, MALWARE, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY (INCLUDING USERS), ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. BODYFRIEND DOES NOT ENDORSE, WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY THIRD-PARTY SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISEMENT. BODYFRIEND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY. AS WITH THE USE OF ANY PRODUCT OR SERVICE, AND THE PUBLISHING OR POSTING OF ANY MATERIAL THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

L. Limitation of Liability

IN NO EVENT SHALL BODYFRIEND, OR ITS RESPECTIVE OFFICERS, MANAGERS, USERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, ATTORNEYS OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOST SAVINGS OR LOSS OF DATA OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF, RELATING TO OR IN ANY MANNER WHATSOEVER RESULTING FROM ANY (I) ACCESS TO OR USE OF THE WEBSITE OR ANY PRODUCTS OR SERVICES OFFERED BY ANY THIRD PARTY VIA THE WEBSITE, INCLUDING SERVICES PROVIDED PURSUANT TO AN AGREEMENT FORMED INDEPENDENTLY OF THE WEBSITE, WHETHER OR NOT AN AGREEMENT FOR SERVICE FORMED VIA THE WEBSITE IS IN EFFECT; (II) ERRORS, MISTAKES, OR INACCURACIES OF DATA, TRADEMARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE WEBSITE OR

SUBMITTED CONTENT; (III) ANY SERVICES PURCHASED ON OR THROUGHOUT THE WEBSITE OR FROM BODYFRIEND; (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (V) ANY BUGS, VIRUSES, TROJAN HORSES, MALWARE OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY; (VI) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE; (VII) ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT; (VIII) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; OR (IX) ANY USE OF ANY DATA, TRADEMARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE WEBSITE, AND THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT BODYFRIEND SHALL NOT BE LIABLE FOR SUBMITTED CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BODYFRIEND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM OR RELATING TO ANY INTERACTION BETWEEN OR AMONG USERS AND/OR OTHER THIRD PARTIES ENTERED INTO INDEPENDENTLY OF THE WEBSITE.

THE WEBSITE MAY CONTAIN LINKS TO THIRD-PARTY SITES, SERVICES, OR APPLICATIONS THAT ARE NOT OWNED OR CONTROLLED BY BODYFRIEND. BODYFRIEND DOES NOT HAVE ANY CONTROL OVER, AND ASSUMES NO RESPONSIBILITY FOR, THE CONTENT, PRIVACY POLICIES, OR PRACTICES OF ANY THIRD-PARTY SITES, SERVICES, OR APPLICATIONS. IN ADDITION, BODYFRIEND WILL NOT AND CANNOT CENSOR OR EDIT THE CONTENT OF ANY THIRD-PARTY SITE, SERVICE, OR APPLICATION. BY USING THE WEBSITE, YOU EXPRESSLY RELIEVE BODYFRIEND FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY SITE, SERVICE OR APPLICATION (INCLUDING PURCHASES FROM ANY THIRD-PARTY SITE). ACCORDINGLY, PLEASE BE ADVISED TO READ THE TERMS AND CONDITIONS AND PRIVACY POLICY OF EACH THIRD-PARTY SITE, SERVICE OR APPLICATION THAT YOU VISIT OR USE, INCLUDING THOSE DIRECTED BY THE LINKS CONTAINED ON THE WEBSITE.

2. FORCE MAJEURE

Neither Bodyfriend nor you shall be liable to the other for any delay or failure in performance under this Agreement, other than payment obligations, arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER BODYFRIEND NOR ANY OF ITS LICENSORS, SPONSORS, AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE WEBSITE (OR USE OF THE WEBSITE), INFORMATION, THE SERVICES AND/OR ANY THIRD-PARTY SITE, SERVICE OR APPLICATION, WHETHER OR NOT WE HAVE BEEN INFORMED OF

THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. YOUR SOLE REMEDY WITH RESPECT TO THIS WEBSITE, THE INFORMATION, THE SERVICES, OR ANY THIRD-PARTY SITE, SERVICE OR APPLICATION IS TO STOP USING THE WEBSITE, THE SERVICES OR THIRD-PARTY SITE, SERVICE OR APPLICATION, AS APPLICABLE. NEITHER BODYFRIEND NOR ANY OF ITS LICENSORS, SPONSORS, AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES WILL HAVE ANY LIABILITY TO YOU FOR ANY DAMAGES, EXPENSES OR OTHER LIABILITY INCURRED BY YOU AS A RESULT OF (1) ANY INACCURACY, INCOMPLETENESS OR MISREPRESENTATION OF ANY INFORMATION, CONTENT, POSTINGS OR SUBMISSIONS PROVIDED OR POSTED ON THE WEBSITE BY THIRD PARTIES (INCLUDING USERS) OR (2) YOUR HIRING OR ENGAGEMENT OF, OR ASSOCIATION WITH, ANY THIRD PARTY WHO ADVERTISES OR OFFERS PRODUCTS AND/OR THE SERVICES THROUGH THE WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CERTAIN USERS.

3. LIMITATION OF REMEDIES

IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON US, THEN OUR AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF OURS WILL NEVER EXCEED ONE HUNDRED U.S. DOLLARS AND NO CENTS (\$100.00). REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE PROVIDED FOR HEREIN.

m. Indemnification and Release

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BODYFRIEND, AND ITS LICENSORS, SUPPLIERS, AGENTS, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) ARISING FROM YOUR USE OF, ACCESS TO, AND PARTICIPATION IN THE WEBSITE AND/OR THE SERVICES AVAILABLE BY BODYFRIEND OR THROUGH THE WEBSITE; YOUR VIOLATION OF ANY PROVISION OF THIS AGREEMENT, INCLUDING THE PRIVACY POLICY; YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY, OR PRIVACY RIGHT; OR ANY CLAIM THAT YOUR SUBMITTED CONTENT CAUSED DAMAGE TO A USER OR THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THIS AGREEMENT AND YOUR USE OF THE WEBSITE.

IF YOU HAVE A DISPUTE WITH ONE OR MORE THIRD PARTY, YOU FOREVER RELEASE BODYFRIEND, AND ITS LICENSORS, SUPPLIERS, AGENTS, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE, INFORMATION, AND CONTENT, OR YOUR PURCHASE OR USE OF ANY SERVICE MARKETED OR PROVIDED ON OR THROUGH THE WEBSITE OR BY BODYFRIEND.

If you are a California resident, you waive California Civil Code Section 1542, which states the following: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or

her settlement with the debtor.” If you are not a California resident, you waive your rights under any statute similar to California Civil Code Section 1542 that governs your rights in the jurisdiction of your residence.

n. Notice to California Users

Under California Civil Code Section 1789.3, California Users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

o. Jurisdictional Issues

Bodyfriend makes no representation that the Website operates (or is legally permitted to operate) in all geographic areas or that the Information or the Website are appropriate or available for use in all locations. Accessing the Website from territories where the Website or any portion thereof, is illegal is expressly prohibited. If you choose to access the Website, you agree and acknowledge that you do so upon your own initiative and at your own risk and that you are solely responsible for compliance with all applicable laws.

p. Dispute Resolution/Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law relating to conflict of laws. The parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, will be settled, first, by mediation to take place within 30 days of the written notice of such dispute and, second, if the parties are unable to settle such dispute by mediation in such 30-day period, then by binding arbitration by a single arbitrator in accordance with California Code of Civil Procedure Section 1280 et seq., and the then current rules and procedures of JAMS. The arbitration will be a confidential proceeding, closed to the general public. The arbitration will take place in Los Angeles, California, and be conducted in the English language. The decision rendered by the arbitrator will be binding upon the parties hereto, and any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure with respect to any final award in an arbitration arising out of or related to this Agreement. For the sake of clarity, nothing in this paragraph will affect Bodyfriend's ability to seek from a court injunctive or equitable relief at any time. In no event will the arbitrator have the authority to award punitive damages or any other damages expressly limited by this Agreement. Neither Bodyfriend nor you are entitled to arbitrate or otherwise resolve any Covered Dispute as a class, representative or private-attorney action and the arbitrator will have no authority to proceed on a class, representative or private attorney general basis.

q. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS DO NOT APPLY TO YOU ONLY TO THE EXTENT SUCH EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY IS NOT ALLOWED IN THAT JURISDICTION.

R. Notice

You agree that Bodyfriend may provide you with notices, including those regarding changes to this Agreement, by email, regular or expedited mail, text communication, Website postings or other means of communication.

s. General Information

The section heading contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement, together with the Privacy Policy, the Refunds and Procedures Policy and any other legal notices or additional policies as may be published by Bodyfriend on the Website, shall constitute the entire agreement between you and Bodyfriend. If any provision of this Agreement is held to be invalid, unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. Bodyfriend's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right. No waiver of any term or condition of this Agreement will be deemed a further or continuing waiver of such term or condition or any other term or condition. This Agreement does not confer any third-party beneficiary rights. Neither this Agreement nor any right, obligation, or remedy hereunder is assignable, transferable, delegable or sub-licensable by you except with Bodyfriend's prior written consent, and any attempted assignment, transfer, delegation, or sublicense will be null and void. Bodyfriend may assign, transfer, or delegate this Agreement or any right, obligation or remedy hereunder in its sole discretion. Nothing in this Agreement waives or limits extra-contractual rights or remedies available to us to protect our rights or property, including, but not limited to, those available under U.S. copyright law, international treaties or copyright or intellectual property laws of the countries in which the Website is used. Nothing contained in this Agreement will be deemed to constitute Bodyfriend or you as the agent or representative of the other or as joint venturers or partners.

This Website is Operated By

Bodyfriend Inc.

Effective as of May 8 2018

Last modified as of May 8, 2018

Legal Contact Information

E-Mail: legal@hugchairs.com

Fax: (213) 559-7396