

Privacy Policy

PLEASE READ THE FOLLOWING PRIVACY POLICY CAREFULLY. By using WWW.THEENTIREWORLD.COM or any other site owned or operated by Entireworld, LLC (“ENTIREWORLD”) in the future, you are deemed to have agreed to this privacy policy (“Privacy Policy”). This Privacy Policy is a part of the Terms of Service for this website (“Site”) and elaborates how ENTIREWORLD will protect your personal information as well as your choices concerning ENTIREWORLD’s use of your personal information. We may change this policy from time to time in order to address new issues and reflect changes on the Site. We will post those changes here so please refer back to this policy regularly.

INFORMATION COLLECTED ABOUT YOU

Email addresses and other personally identifiable information, such as first and last name, home or other physical address, telephone number, and other such information are collected only when voluntarily provided by a visitor to the Site.

INFORMATION COLLECTION

By Browsing. As you browse the Site, it collects log file, Internet protocol (IP) addresses of your computer, “cookies”¹ (described below), web beacons, and other standard tracking data ENTIREWORLD uses to evaluate Site traffic and usage patterns. Such information is aggregated with tracking data from all Site visitors.

By Site Requirement. Some portions of the Site may require you to give ENTIREWORLD personally identifiable information such as your name, address, email address, transaction information, and/or other information by which ENTIREWORLD may contact you.

By User’s Voluntary Submission. If you communicate with ENTIREWORLD by email, or otherwise complete online forms, registrations, or surveys, any information provided in such communications may be collected as personal information.

We collect personal information from you only if you voluntarily give it to us. The information we collect includes your name, email address, postal address, and credit card numbers when you place an order, save your information with us, or when you participate in a sweepstakes or promotion. ENTIREWORLD may use your personal information collected online to process and fulfill an order. ENTIREWORLD also collects email addresses at various locations within the Site including when you order from the Site so that we may send you any necessary email messages related to your order. We may contact you with marketing and promotional materials and other information that may be of interest to you. If at any time you decide that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of ENTIREWORLD’s communications, or contact us at hello@Entireworld.com. We also

maintain a record of your product interests, purchases and other information that might enable us to enhance and personalize your shopping experience.

YOUR RIGHT TO CHOOSE

Any personal information that ENTIREWORLD collects from you through the Site is information that you specifically and voluntarily provide. You may choose not to provide any or all of the information that is requested through the Site. By so choosing, you may limit your ability to use the Site. In the event that you no longer want us to process or utilize your personal information, please contact us using the "Contact Us" form on the Site.

USE OF YOUR INFORMATION

You do not have to share any personal information (like full name, e-mail address, home address, telephone number, etc.) to view the Site. The information collected by and through the Site is owned solely by ENTIREWORLD. The information collected by and through the Site will be used solely by ENTIREWORLD, its affiliated corporations, or other entities that are involved in the operation of this Site for ENTIREWORLD's internal purposes. ENTIREWORLD may use the information collected and provided, individually or in an aggregate form, including but not limited to, for the following:

- to personalize the Site according to your preferences based on the aggregated information;
- to evaluate products and services ENTIREWORLD may offer to you;
- to deliver a product or service you requested, or to confirm or fulfill an order or request you have made;
- to contact you about the Site;
- to monitor or improve the use of the Site;
- to customize the advertising and content you see;
- to monitor compliance with the Terms of Use for the Site;
- to provide special offers to you from ENTIREWORLD and/or its affiliates and other third parties; and to send you promotional material on behalf of ENTIREWORLD and/or its affiliates and other third parties.

We may also collect information from you offline, such as when you participate in a sweepstakes or contest, or make a purchase at a store. We may obtain customer lists, demographic and other information about you from commercial sources.

ENTIREWORLD also uses technology to collect certain information automatically, like your Internet Protocol ("IP") address (which is the automatic number assigned to your computer by your Internet service provider when you surf the Web, or unique device identifier ("UDID"), international mobile equipment identity ("IMEI"), mobile equipment identifier ("MEID") or media access control "MAC") address; computer operating system (e.g., Microsoft Windows, Mac OS); your browser (e.g., Internet Explorer, Firefox); websites visited before or after you visit the Site; pages viewed and activities at the Site; and advertisements shown or clicked on.

To improve ENTIREWORLD's performance, we may combine personal information you provide us online and in our store.

SHARING YOUR INFORMATION

With Whom Information is Shared At times, ENTIREWORLD may share your personally identifiable information with others for various purposes. The following outlines the ways in which your information may be shared with others:

Agents: ENTIREWORLD may employ other businesses, certain services, and individuals to perform functions on ENTIREWORLD's behalf. A non-exhaustive list of examples includes fulfilling orders, sending e-mail, removing repetitive information from customer lists, Site analysis, analyzing data, providing marketing assistance, processing payments, and providing customer service. These agents may have access to personally identifiable information needed to perform their functions, but may not use it for other purposes. In an effort to protect you, these agents who have access to personally identifiable information either (a) must operate and use your personally identifiable information in a manner consistent with the current Privacy Policy, or (b) are subject to contractual obligations to maintain such information as confidential subject to certain exceptions. However, ENTIREWORLD is not responsible for the privacy practices of these other companies.

Aggregate Information: ENTIREWORLD may share aggregate information such as demographics and Site usage statistics to other organizations. When this type of information is shared, the other parties do not have access to your personally identifiable information.

Opt-in and Opt-out Programs: Throughout the Site you may be presented with opportunities to receive mailings from third parties or ENTIREWORLD. An opt-in/opt-out message may ask you if you would like your information to be shared. If you do choose to have your information shared, please be aware that ENTIREWORLD is not responsible for the privacy practices of these other companies, and you should review the privacy practices of such companies prior to providing your personally identifiable information. If you would not like your information to be shared with third parties, or if you would like to stop receiving mailings from third parties or ENTIREWORLD, you may send an opt-out message in an email to ENTIREWORLD at hello@Entireworld.com.

Third-Party Traffic Measurement Services: The Site may use a third party to conduct traffic measurement services to analyze the traffic on the Site. Audience and traffic measurement services allow ENTIREWORLD to collect anonymous traffic and behavior information from the Site by monitoring anonymous visitor activity. The traffic measurement services may themselves set and access their own cookies on your computer if you choose to have your cookies enabled in your browser. Other companies' use of their cookies is subject to their own privacy policies, not this one.

ENTIREWORLD Affiliates: ENTIREWORLD may share your information (including, without limitation, personally identifiable information) with affiliates of ENTIREWORLD.

Business Transfers: The Site, ENTIREWORLD and/or an affiliate or division of ENTIREWORLD may be sold along with its assets, or other transactions may occur in which your personally identifiable information is one of the business assets transferred. In such a case, your personally identifiable information, which ENTIREWORLD has gathered, may be one of the business assets ENTIREWORLD transfers.

Legal Process: In the event ENTIREWORLD is required to respond to subpoenas, court orders, or other legal process your personally identifiable information may be disclosed pursuant to such subpoena, court order, or legal process, which may be without notice to you.

THE SECURITY OF YOUR INFORMATION

We strive to protect the privacy of your information during order transmission by using Secure Sockets Layer software, which encrypts order information you transmit. While we implement these and other security measures on the Site, unfortunately no data transmission over the Internet can be guaranteed to be 100% secure. Thus, although we endeavor to protect your information, we cannot ensure or warrant the security of the information that you submit to us via the Site and you do so at your own risk. Since the Internet is a worldwide environment, you acknowledge and agree that your personal information may be transferred to other countries. You play a role in protecting your information as well. Because your password permits access to personal information, please keep your password secret and do not disclose it to others.

COOKIES

ENTIREWORLD may store certain information on your computer in the form of a “cookie” or similar file. These files enable us to tailor the Site to reflect your listed or historical preferences. Most web browsers allow web users to exercise control over such files on their computers by erasing them, blocking them, or notifying the user when such a file is stored. Please refer to your browser’s instructions to learn about these functions. Please note that if you disable or delete these files you may not have access to certain features and services that make your online experience more efficient and enjoyable. These and other technologies also allow delivery of advertising that directly relates to offers that may be of interest to you. If, however, you prefer not to receive relevant banner advertisements, you may opt out any time by emailing hello@Entireworld.com.

ENTIREWORLD uses other methods of automatic collection to determine information about visitors to the Site, including your computer’s Internet Protocol address, browser type, or the webpage you were visiting before you came to the Site, pages of the Site that you visit, the time spent on those pages, information you search for on our Site, access times and dates, and other statistics. We use this information to provide better customer services, enhance our product offerings, and detect potential misuse or fraud.

NO LIABILITY FOR ACTS OF THIRD PARTIES

We have no liability for disclosure of information due to errors in transmission to third parties or unauthorized acts of third parties.

CHANGES TO THIS PRIVACY POLICY

By using the Site, you consent to the collection and use of your information in accordance with this Privacy Policy. From time to time, we may review and revise this Privacy Policy. We reserve the right to change this Privacy Policy at any time and notify you by publishing an updated version of the Privacy Policy on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new terms.

CHILDREN

The Children's Online Privacy Act imposes certain requirements on websites directed at children under 13 that collect information on those children and on websites that knowingly collect information from children under 13. The Site is not directed to children under 13 and does not knowingly collect any personal information from children under 13.

JURISDICTION

You acknowledge and agree that regardless of your physical location or the location of any server on which your information may be accessed or used that this Privacy Policy and the laws of the United States of America shall govern and control the privacy issues related to this Site.

Ethical Practices and Procedures

All clothing is made in Japan and China. Entireworld works with a well-established Japanese production partner whose dedication to sustainability and fair-trade issues is the highest priority and who sources all of our production facilities, making sure they meet the most rigid ethically and environmentally conscious standards. There are the types of factories that take care in making sure there are humane working conditions, a living wage is being paid, the workplace is safe and respectful, and the environmental impact of our clothing production is minimized.

Being a small startup brand, Entireworld is fortunate to have aligned with our Japanese partners since they're close to the factories and can stay on top of the conditions for us.

As far as fabrics – Entireworld is committed to sourcing sustainable fabrics whenever possible, primarily organic and recycled cottons from Japan and Korea which make up the majority of our fabrications. This is the highest priority for us as it lessens the unnecessary harmful impact the production process has. This is a constant focus in Entireworld's planning and design.

Terms of Use

These Terms of Service constitute a legally binding agreement (“Agreement”) between you and Entireworld , LLC (“Company” or “ENTIREWORLD ”) governing your use of the Company’s website (www.Entireworld .com or the “Site”) and social media sites. The Site and social media sites together are hereinafter collectively referred to as the “ENTIREWORLD Platform.”

Your use of the ENTIREWORLD Platform constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service, the Privacy Policy (the “Privacy Policy”) available here, and any future amendments and additions to this Agreement (as defined below) as we may publish from time to time. The Privacy Policy hereinafter referred as “the Policy” is incorporated by reference into these Terms of Service and together form this “Agreement” .

PLEASE NOTE: THIS AGREEMENT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 16). PLEASE READ CAREFULLY, INCLUDING YOUR RIGHT, IF APPLICABLE, TO OPT OUT OF ARBITRATION. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT (INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION PROVISIONS IN SECTION 16) AND ACCEPT ALL OF ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE ENTIREWORLD PLATFORM.

1. GENERAL

ENTIREWORLD reserves the right, at any time, to modify, alter, or update these Terms of Service.

A few highlights of these Terms of Service include:

Your agreement that the ENTIREWORLD Platform is provided “as is” and without warranty (Section 13).

Your agreement that Company has no liability regarding the ENTIREWORLD Platform (Section 14).

Your agreement to indemnify Company from claims due to your use or inability to use the ENTIREWORLD Platform or content submitted from your account to the ENTIREWORLD Platform (Section 15).

Your consent to submit any claims against Company to binding arbitration on an individual basis only (Section 16).

2. REPRESENTATIONS AND WARRANTIES

You represent and warrant that: (1) you are 18 years of age or older and are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts, and (2) you have the right, authority, and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that

you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement. You represent and warrant that you have read, understand, and are required to agree to and accept to be bound by these Terms of Service and the Privacy Policy in order to access and use the Site. You hereby warrant and represent that you will respect the privacy (including without limitation private, family, and home life), property and data protection rights of users and that you will not record (whether written, via video, audio, or otherwise) any interaction by or with any user and/or Company in connection with the Site without the prior written consent of any relevant user.

3. MERCHANDISE AVAILABILITY

While ENTIREWORLD makes every attempt to properly represent real inventory numbers on the Site, merchandise availability is not guaranteed. If merchandise is not available by the time your order processes, we will notify you of this via e-mail. You will receive a shipping confirmation e-mail once your items have shipped.

4. PRODUCT INFORMATION

The prices displayed on the Site are quoted in U.S. dollars, unless otherwise indicated. Please note that while we have tried to accurately display the colors of products, the actual colors you see will depend on your monitor and may not be accurate.

5. SITE CONTENT

Unless otherwise noted, the design of the Site, the Site as a whole, and all materials that are part of the Site are copyrights, trademarks, trade dress, or other intellectual property owned, controlled, or licensed by ENTIREWORLD .

6. USE OF IMAGERY

Images from the Site may be used if credit for the origin of images is acknowledged. For example, an acceptable attribution statement may read: "Credit styling and imagery to Entireworld .com." ENTIREWORLD reserves the right to direct that any and all images from the Site used by third parties be removed at any time without prior notice, written or otherwise.

7. ACCEPTABLE USE

The ENTIREWORLD Platform may contain profiles, email systems, blogs, message boards, reviews, ratings, applications, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities ("Public Areas") that allow users to communicate with other users. You may only use such community areas to send and receive messages and material that are relevant and proper to the applicable forum. For the safety and integrity of the ENTIREWORLD Platform, ENTIREWORLD does not require you to share your personal contact information with other users. It is the sole discretion of the user to disclose his or personal contact information. ENTIREWORLD is not responsible for any misuse related to users sharing their contact information with other users.

Without limitation, while using the ENTIREWORLD Platform, you may not:

Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including Company staff, or use information learned from the ENTIREWORLD Platform to otherwise defame, abuse, harass, stalk, threaten, intimidate, mislead, or otherwise violate the legal rights of any other user or Company staff outside of the ENTIREWORLD Platform.

Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene, or unlawful topic, name, material or information on the ENTIREWORLD Platform.

Use the ENTIREWORLD Platform for any purpose that violates any local, state, national, or international law.

Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party.

Upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of another's computer.

Post or upload any content to which you have not obtained the necessary rights or permissions to use accordingly.

Advertise or offer to sell any goods or services for any commercial purpose through the ENTIREWORLD Platform.

Conduct or forward surveys, contests, pyramid schemes, or chain letters.

Impersonate another person or user or allow any other person or entity to use your identification to post or view comments.

Download any file posted by another user that a user knows, or reasonably should know, cannot be legally distributed through the ENTIREWORLD Platform.

Imply or state that any statements you make are endorsed by Company, without the prior written consent of Company.

Use a robot, spider, manual, and/or automatic processes or devices to data-mine, data-crawl, scrape, or index the ENTIREWORLD Platform in any manner.

Hack or interfere with the ENTIREWORLD Platform, its servers, or any connected networks.

Adapt, alter, license, sublicense, or translate the ENTIREWORLD Platform for your own personal or commercial use.

Remove or alter, visually, or otherwise, any copyrights, trademarks, or proprietary marks and rights owned by Company.

Upload content to the ENTIREWORLD Platform that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones, or promotes racism, bigotry, hatred, or physical harm of any kind against any individual or group of individuals.

Upload content that provides materials or access to materials that exploit people under the age of 18 in an abusive, violent, or sexual manner.

Use the ENTIREWORLD Platform to solicit for any other business, website, or service, or otherwise contact users for employment, contracting, or any purpose not related to use of the ENTIREWORLD Platform as set forth herein.

Use the ENTIREWORLD Platform to collect usernames and or/email addresses of users by electronic or other means.

Use the ENTIREWORLD Platform in violation of this Agreement.

Use the ENTIREWORLD Platform in a manner which is false or misleading (directly or by omission or failure to update information) or for the purpose of accessing or otherwise obtaining Company's trade secret information for public disclosure or other purposes.

Attempt to circumvent ENTIREWORLD's payments system or service fees in anyway including, but not limited to, processing payments outside of the ENTIREWORLD Platform, including inaccurate information on invoices, or otherwise invoicing in a fraudulent manner;

Register under different usernames or identities, after your account has been suspended or terminated or register under multiple usernames or identities.

Cause any third party to engage in the restricted activities above.

You understand that all submissions made to Public Areas will be public and that you will be publicly identified by your name or login identification when communicating in Public Areas, and Company will not be responsible for the action of any users with respect to any information or materials posted in Public Areas.

8. TERMINATION AND SUSPENSION

Company may terminate, limit, or suspend your right to use the ENTIREWORLD Platform in the event that we believe that you have breached this Agreement (a "User Breach") by providing you with written or email notice of such User Breach and such termination or suspension, and termination or suspension will be effective immediately upon delivery of such notice.

If Company terminates, limits, or suspends your right to use the ENTIREWORLD Platform, you will not be entitled to any refund of unused balance in your account, and you are prohibited from registering and/or creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating, limiting, or suspending your account, Company reserves the right to take appropriate legal action, including without limitation pursuing arbitration, a criminal case, and injunctive redress in accordance with Section 16.

Even after your right to use the ENTIREWORLD Platform is terminated, limited, or suspended, this Agreement will remain enforceable against you.

Company reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the ENTIREWORLD Platform at its sole discretion. Company is not liable to you for any modification or discontinuance of all or any portion of the ENTIREWORLD Platform.

9. YOUR INFORMATION AND LIKENESS

“Your Information” is defined as any information and materials you provide to Company or other users in connection with your registration for and use of the ENTIREWORLD Platform, including without limitation that posted or transmitted for use in Public Areas. You are solely responsible for Your Information, and we act merely as a passive conduit for your online distribution and publication of Your Information. The information and materials described in this Section, as provided by each user, is collectively referred to herein as “User Generated Content.”

You hereby represent and warrant to Company that Your Information (a) will not be false, inaccurate, incomplete, or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right, or rights of publicity or privacy; (d) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain child pornography or be harmful to minors; (g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; and (h) will not create liability for Company or cause Company to lose (in whole or in part) the services of its vendors, partners, or suppliers.

The ENTIREWORLD Platform may host User Generated Content relating to reviews and ratings of specific products sold by Company (“Feedback”). Such Feedback is the opinion of the user and not the opinion of Company, and has not been verified or approved by Company. You agree that Company is not liable for any Feedback or other User Generated Content. Company does not investigate any remarks posted by users for accuracy or reliability.

You hereby grant Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise all copyright, publicity rights, and any other rights you have in Your Information, in any media now known or not currently known in order to perform and improve upon the ENTIREWORLD Platform.

10. LINKS TO OTHER WEBSITES

The ENTIREWORLD Platform may contain links (such as hyperlinks) to third-party websites. Such links do not constitute the endorsement by Company of those sites or their content. They are provided as an information service, for reference and convenience only. Company does not control any such sites, and is not responsible for their (1) availability or accuracy, or (2) content, advertising, or products or services. The existence of links on the ENTIREWORLD Platform to such websites (including without limitation external websites that are framed by the ENTIREWORLD Platform as well as any advertisements displayed in connection therewith) does not mean that Company endorses any of the material on such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites.

The use of any website controlled, owned, or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites, and not by Company's Terms of Service or Privacy Policy. You access such third-party websites at your own risk. Company expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the ENTIREWORLD Platform. You hereby agree to hold Company harmless from any liability that may result from the use of links that may appear on the ENTIREWORLD Platform.

11. COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

We welcome your comments and feedback regarding our Site, our products, and our services. We do not, however, accept confidential or proprietary information. Accordingly, all comments, feedback, ideas, suggestions, materials, information, and other submissions disclosed, submitted, or offered to ENTIREWORLD using this Site or otherwise (collectively, "Comments") are not confidential and will become and remain property of ENTIREWORLD. The disclosure, submission, or offer of any Comments will constitute an assignment to ENTIREWORLD of all worldwide right, title, interests, and goodwill in the Comments without payment of any compensation. Comments submitted by you must not violate any right of any third party, and must not contain any libelous, abusive, obscene, or otherwise unlawful material.

12. INTELLECTUAL PROPERTY RIGHTS

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, and other content (collectively "Proprietary Material") that users see or read through the ENTIREWORLD Platform is owned by Company, excluding User Generated Content that Company has the right to use. Proprietary Material is protected in all forms, media and

technologies now known or hereinafter developed. Company owns all Proprietary Material, as well as the coordination, selection, arrangement, and enhancement of such Proprietary Materials under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the ENTIREWORLD Platform without Company's express prior written consent and, if applicable, the holder of the rights to the User Generated Content. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior written permission of Company and, if applicable, the holder of the rights to the User Generated Content.

The service marks and trademarks of Company, including without limitation any Company logos or service marks owned by Company. Any other trademarks, service marks, logos, and/or trade names appearing via the ENTIREWORLD Platform are the property of their respective owners. You may not copy or use any of these marks, logos, or trade names without the express prior written consent of the owner.

13. DISCLAIMER OF WARRANTIES

USE OF THE ENTIREWORLD PLATFORM IS ENTIRELY AT YOUR OWN RISK.

THE ENTIREWORLD PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE ENTIREWORLD PLATFORM OR THE CONTENT OF ANY SITES LINKED TO THE ENTIREWORLD PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE ENTIREWORLD PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE ENTIREWORLD PLATFORM OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS PROVIDED HEREIN. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE ENTIREWORLD PLATFORM WILL BE UNINTERRUPTED OR THAT THE ENTIREWORLD PLATFORM WILL BE ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED

FROM THE USE OF THE TOTOKAEO PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY TASK OR SERVICE, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE ENTIREWORLD PLATFORM. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE ENTIREWORLD PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. COMPANY AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

14. NO LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT COMPANY IS ONLY WILLING TO PROVIDE THE ENTIREWORLD PLATFORM IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES. THEREFORE, YOU AGREE NOT TO HOLD COMPANY, ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES, OR CONTESTS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE ENTIREWORLD PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT, OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION; STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY COMPANY OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION, OTHER THAN PURSUANT TO THE PLATFORM PLEDGE.

UNDER NO CIRCUMSTANCES WILL COMPANY, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE ENTIREWORLD PLATFORM OR WORK SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

COMPANY DOES NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE ENTIREWORLD PLATFORM.

15. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold harmless Company, its directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, successors and assigns, subsidiaries, and affiliates from and against any and all claims, losses, expenses, or demands of liability, including attorneys' fees and costs incurred, in connection with (i) your use or inability to use the ENTIREWORLD Platform, or (ii) your breach or violation of this Agreement; (iii) your violation of any law, the rights of any User or third party (iv) any content submitted by you or using your account to the ENTIREWORLD Platform, including, but not limited to the extent such content may infringe on the intellectual property rights of a third party or otherwise be illegal or unlawful. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of Company.

16. DISPUTE RESOLUTION - ARBITRATION

(a) Informal Negotiations.

To expedite resolution and reduce the cost of any dispute, controversy, or claim between you and Company (each a "Claim" and collectively "Claims"), you and Company agree to first attempt to negotiate any Claim (except those Claims expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice. Your address for such notices is your billing address, with an email copy to the email address you have provided to Company. Company's address for such notices is Entireworld , LLC, 54 Crosby Street, New York, New York 10012 Attention: Legal. If necessary to preserve a Claim under any applicable statute of limitations, you or Company may initiate arbitration while engaging in informal negotiations.

(b) Binding Arbitration.

YOU AND COMPANY MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL CLAIMS BETWEEN YOU (EXCEPT THOSE EXPRESSLY EXCLUDED BELOW) IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.

This agreement to arbitrate, contained in Section 16, ("Arbitration Agreement"), is governed by the Federal Arbitration Act and survives the termination of this Agreement or your relationship with Company. Claims include, but are not limited to, any dispute, claim, or controversy whether based on past, present, or future events ("Dispute") arising out of or relating to: this Agreement and prior versions (including breach, termination, enforcement, interpretation, or validity thereof), the ENTIREWORLD Platform, services, your relationship with Company, the threatened or actual suspension, deactivation, or termination of your user account(s) or this Agreement, payments made by you or any payments made or allegedly owed to you, any city, county, state, or federal wage-hour law, compensation, breaks and rests periods, expense reimbursement, wrongful

termination, discrimination, harassment, retaliation, fraud, defamation, trade secrets, unfair competition, emotional distress, any promotions, offers made by Company, breach of any express or implied contract or breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Fair Labor Standards Act, Civil Rights Act of 1964, Uniform Trade Secrets Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including Claims about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND COMPANY ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED EXCEPT THOSE CLAIMS AND DISPUTES WHICH BY TERMS OF THIS ARBITRATION AGREEMENT ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

(c) Agreement Prohibiting Class Actions and Non-Individualized Relief.

You and Company agree that any arbitration will be limited to the Dispute between Company and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING ("CLASS ACTION WAIVER"). Further, unless both you and Company otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. Notwithstanding the foregoing, this Class Action Waiver shall not apply to Private Attorney General Act Claims brought against the Company which are addressed separately in Section 16 (d) below. The arbitrator shall have no authority to consider or resolve any Dispute or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Dispute or issue any relief on a class, collective, or representative basis.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability, or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the Claim is filed as a class, collective, or representative action and (2) there is a final judicial determination that the

Class Action Waiver is unenforceable as to any Claims, the class, collective, and/or representative action on such Claims must be litigated in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

(d) Representative PAGA Waiver

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent allowed by law: (1) you and Company agree not to bring a representative action on behalf of others under the California Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and Company agree that any such Dispute will be resolved in arbitration on an individual basis only (that is, to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “representative PAGA Waiver”). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability, or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(e) Rules and Logistics Governing Arbitration

The arbitration will be commenced and conducted under the Commercial Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”) in effect at the time the arbitration is initiated and modified by the terms set forth in this Agreement and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person’s Claims, or otherwise preside over any form of representative, collective, or class proceeding.

As part of the arbitration, both you and Company will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim(s). The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision, which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all Claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same users to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction in accordance with the Federal Arbitration Act.

Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules) subject to the following modifications: If Company initiates arbitration under this Arbitration Agreement, Company will pay all AAA filing fees.

Unless you and Company agree otherwise, any arbitration hearings between Company and user will take place in the county of your billing address. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for an AAA arbitration.

(f) Exceptions to Arbitration

The following types of Claims are not required to be arbitrated under the Arbitration Agreement:

Claims for workers' compensation, disability insurance, and unemployment insurance benefits;

Small claims actions that are within the scope of small claims court jurisdiction and brought on an individual basis;

A representative action brought on behalf of others under PAGA or other private attorney general acts, to the extent the representative PAGA Waiver in Section 16(d) is deemed unenforceable by a court of competent jurisdiction;

Claims that may not be subject to arbitration as a matter of law.

(g) Severability.

In addition to the severability provisions in Section 16(d) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(h) Right to Opt Out of Arbitration Agreement

You may opt out of the Arbitration Agreement by notifying Company in writing within 30 days of the date you first registered for the ENTIREWORLD Platform or 30 days from the date this Agreement was last updated. To opt out, you must send a written notification to Company at Entireworld , LLC, 54 Crosby Street, New York, New York 10012 Attention: Legal, that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver provisions.

17. GOVERNING LAW

Except as provided in Section 16 or expressly provided otherwise, this Agreement will be governed by, and will be construed under, the laws of the Commonwealth of Virginia without regard to choice of law principles.

18. SPECIAL PROMOTIONS

Company may from time to time provide certain promotional opportunities, sweepstakes, and contests to users. All such promotions will be run at the sole discretion of Company, and can be activated, modified, or removed at any time by Company without advance notification and the liability of any of Company's partners pursuant to such promotional opportunities, sweepstakes and contests shall be limited pursuant to Section 18 of these Terms of Service.

NO AGENCY

No agency, partnership, joint venture, employer-employee, or franchiser-franchisee relationship is intended or created by this Agreement.

19. GENERAL PROVISIONS

Failure by Company to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and Company with respect to its subject matter. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement will inure to the benefit of Company, its successors, and assigns.

20. CHANGES TO THIS AGREEMENT AND THE ENTIREWORLD PLATFORM

Company reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, or delete any of the terms and conditions of this Agreement (including the Privacy Policy) and review, improve, modify, or discontinue, temporarily or permanently, the ENTIREWORLD Platform or any content or information through the ENTIREWORLD Platform at any time, effective with or without prior notice and without any liability to Company. Company will endeavor to notify you of material changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the ENTIREWORLD Platform. Your continued use of the ENTIREWORLD Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Company may change, modify, suspend, or discontinue any aspect of the ENTIREWORLD Platform at any time without notice or liability. Company may also impose limits on certain features or restrict your access to parts or all of the ENTIREWORLD Platform without notice or liability.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE AND PRIVACY POLICY AND AGREE THAT MY USE OF THE ENTIREWORLD PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.