

These TERMS OF SERVICE (this “**Agreement**”) concern the online or digital properties, products and services described further below; and constitute a legally binding contract between you (together with any person helping you visit, access, register with or use any of those online or digital properties, products or services, “**you**” or “**your**”) and SunGlow International LLC (“**Sunglow**”) (with you and Sunglow sometimes referred to herein each as a “**Party**” and together as the “**Parties**”). The online or digital properties, products and services which are the subject of this Agreement include:

QUESTION: Does this Agreement correctly describe (where applicable), and does it cover all features and functions of, the Site and the App? Note that we condensed several provisions or concepts from the existing Terms & Conditions for the Site into more broadly worded provisions to allow Sunglow more flexibility in certain situations. Note also that we did not include several provisions or concepts from the existing Terms & Conditions for the Site because they did not seem to track what was actually happening on the Site (or the App) based on our review. If you think differently, or if you think we have misunderstood how a certain feature or function works, then please let us know immediately so we can make the appropriate revisions to this draft.

- The SunGlow International website (or sunglowproduction.com) (together with its respective pages and features, the “**Site**”);
- The associated mobile software application commonly known as the “Sunglow” app (together with its pages and features, the “**App**”); and
- The associated services offered or provided by Sunglow on or through the Site or the App (collectively, the “**Service(s)**”).

Please read this Agreement carefully before accessing or using the Site, the App or the Services because it constitutes a legally binding contract between you and Sunglow that applies to the Site, the App and the Services. **This includes the “Dispute Resolution” clause contained in this Agreement, which provides for binding arbitration and waivers of jury trials and class actions. You are automatically accepting and agreeing to the most-recent version of this Agreement whenever you create, register with or log into an account on or through the Site or the App. Similarly, you are automatically accepting and agreeing to the most-recent version of this Agreement whenever you visit, access, register with or use the Site, the App or the Services; and your continuing visit, access, registration with or use of any of the forgoing reaffirms your acceptance and agreement in each instance.** If you do not accept and agree to this Agreement in its entirety, then you are strictly prohibited from visiting, accessing, registering with or using the Site, the App or the Services.

Sunglow may supplement, amend or otherwise modify this Agreement at any time. Such modifications will be posted on this or another page of the Site or the App, emailed to the email address associated with your User Account (defined below) or posted to your User Account (defined below), as applicable and as Sunglow deems appropriate in its sole discretion, and shall be deemed effective as of their stated effective or modification date. It is your responsibility to carefully review this Agreement and your User Account (defined below) each time you visit, access, register with or use the Site, the App or the Service.

- **Eligibility** the Site, the App and the Services are offered only to users eighteen (18) years of age or older, or otherwise the age of majority in their respective jurisdictions, and who have accepted this Agreement. By visiting, accessing, registering with or using the Site or the App, or by purchasing, offering, providing, marketing or using any products or services on or through the Site or the App (including, without limitation, the Services), you represent and warrant to Sunglow that you meet these eligibility requirements. You agree to comply with all applicable laws for visiting, accessing, registering with and using the Site and the App and for purchasing, offering, providing, marketing and using any products or

services on or through the Site or the App (including, without limitation, the Services), and you may only use them for lawful purposes.

- **Privacy**
- a. Privacy Policy. Sunglow respects the privacy of others. Sunglow's policies concerning the collection and use of your personal information in connection with the Site and the App are set forth in Sunglow's Privacy Policy, which you should carefully review each time you visit, access, register with or use the Site, the App or the Services.
- b. Express Consent to Privacy Policy. YOU HEREBY EXPRESSLY CONSENT TO SUNGLOW AND ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES COLLECTING AND USING INFORMATION ABOUT YOU (INCLUDING YOUR PERSONAL AND NON-PERSONAL INFORMATION) AS DISCLOSED IN SUNGLOW'S [PRIVACY POLICY](#).
- c. Express Consent to Video Materials and Services Information. TO THE EXTENT NOT ALREADY COVERED BY SECTION 2(B) ABOVE, YOU HEREBY EXPRESSLY CONSENT TO SUNGLOW'S DISCLOSURE TO ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES AND OTHER THIRD PARTIES OF INFORMATION THAT IDENTIFIES YOU AS HAVING REQUESTED OR OBTAINED SPECIFIC VIDEO MATERIALS OR SERVICES FROM SUNGLOW. BY GIVING SUCH CONSENT, YOU AGREE THAT NO SUCH DISCLOSURE SHALL VIOLATE THE VIDEO PRIVACY PROTECTION ACT OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS.
- **Description of Services.** The following further describes the Services. Keep in mind, however, that the following is not an exhaustive description of all of the Services; that all of the Services provided on or through the Site might not be provided on or through the App, or vice-versa; and that Sunglow might only make certain Services available to certain registered users, Consumers (defined below) and/or Providers (defined below). Sunglow reserves the right, but not the obligation, to change or otherwise alter the operation, features and content of the Services as Sunglow sees fit in its sole discretion from time-to-time.
- a. "Consumers" and "Providers" Defined. Certain users of the Site or the App are referred to herein as "Consumer(s)" and "Provider(s)." Consumers are those users (or registered users) of the Site or the App who search for, purchase and/or use any products or services offered by Providers on or through the Site or the App. Providers are those users (or registered users) of the Site or the App who offer, sell, market and/or provide any products or services to Consumers on or through the Site or the App.
- b. Services. The Site and the App are technology platforms, which provide users (which may include you) with online or digital marketplaces for the offer, sale, purchase, marketing and provision of various products and services among those users, whether as a Consumer or a Provider. Sunglow does not itself offer, sell, market or provide, and is not responsible for the offer, sale, marketing or provision of, those various products and services. Rather, Sunglow merely provides the aforementioned technology platform by way of the Site and the App.
- **No Relationship.** YOU ACKNOWLEDGE AND AGREE THAT SUNGLOW IS MERELY A TECHNOLOGY SERVICES PROVIDER THAT OFFERS TECHNOLOGY PLATFORMS OR MARKETPLACES FOR USE BY OTHERS BY WAY OF THE SITE OR THE APP; AND THAT SUNGLOW DOES NOT OFFER, SELL, MARKET

OR PROVIDE ANY PRODUCTS OR SERVICES OF THE TYPE OFFERED BY ANY OF THE PROVIDERS (INCLUDING, WITHOUT LIMITATION, HOME OR APARTMENT RENTALS, OTHER LODGINGS OR ACCOMMODATIONS, TRAVEL SERVICES, JOB SERVICES, EDUCATION SERVICES, PROFESSIONAL SERVICES, OR PRODUCT SALES). YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RELATIONSHIP TO SUNGLOW AND ANY OTHER USERS OF THE SITE OR THE APP IS MERELY CONTRACTUAL IN NATURE; THAT SUNGLOW DOES NOT, AND SHALL NOT BE DEEMED TO, DIRECT OR CONTROL YOU OR ANY OTHER USERS OF THE SITE OR THE APP GENERALLY OR IN THEIR RESPECTIVE PERFORMANCE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH THE OFFER, SALE, PURCHASE, MARKETING, PROVISION OR USE OF ANY PRODUCTS OR SERVICES ON, THROUGH OR IN RELATION TO THE SITE OR THE APP, OR IN CONNECTION WITH THE ACTS, ERRORS OR OMISSIONS OF ANY OTHER USERS); THAT EACH PROVIDER RETAINS THE SOLE RIGHT TO DETERMINE WHETHER, WHEN, WHERE, HOW, HOW LONG AND FOR HOW MUCH HE/SHE/IT WILL OFFER, SELL, MARKET AND PROVIDE HIS/HER/ITS RESPECTIVE PRODUCTS AND SERVICES ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (WHETHER THOSE PRODUCTS OR SERVICES ARE ARRANGED ON OR THROUGH THE SITE, ON OR THROUGH THE APP OR BY OTHER MEANS AS THEY DEEM APPROPRIATE, RESPECTIVELY); THAT SUNGLOW IS NOT RESPONSIBLE OR LIABLE FOR THE ACTS, ERRORS OR OMISSIONS OF ANY THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, OTHER USERS OF THE SITE OR THE APP, AND THEIR RESPECTIVE PAYMENT PROCESSORS, SHIPPERS AND OTHER VENDORS) IN RELATION TO YOU OR YOUR OFFER, SALE, MARKETING, PROVISION, DELIVERY, ORDER, REQUEST, ACCEPTANCE, PURCHASE, PAYMENT OR USE OF ANY PRODUCTS OR SERVICES OFFERED, SOLD, MARKETED OR PROVIDED BY PROVIDERS OR ANY OTHER USERS ON, THROUGH OR IN RELATION TO THE SITE OR THE APP; AND THAT YOU HAVE NO AUTHORITY TO BIND SUNGLOW TO ANY AGREEMENTS OR OBLIGATIONS, OR TO HOLD YOURSELF OUT AS AN AGENT, EMPLOYEE, PARTNER OR REPRESENTATIVE OF SUNGLOW. ACCORDINGLY, IN NO EVENT SHALL THIS AGREEMENT, THE PERFORMANCE OF A PARTY'S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE SITE, THE APP, THE SERVICES, A PARTY'S VISIT TO, ACCESS OF, REGISTRATION WITH OR USE OF THE SITE, THE APP OR THE SERVICES, OR THE OFFER, SALE, PURCHASE, MARKETING, PROVISION, PERFORMANCE, ACCEPTANCE OR USE OF ANY PRODUCT OR SERVICE BY OR TO YOU ON, THROUGH OR IN RELATION TO THE SITE OR THE APP CREATE ANY TYPE OF FIDUCIARY, FRANCHISE, AGENCY, EMPLOYMENT, INDEPENDENT CONTRACTOR, PARTNERSHIP, OR JOINT VENTURE RELATIONSHIP BETWEEN SUNGLOW, YOU OR ANY OTHER USERS OF THE SITE OR THE APP.

- **User Account**
- **Registration** As explained further herein, to secure the right to access and use the registration-only pages or features of the Site, the App or the Services, as applicable, you must register with and create a personal user account with Sunglow through the Site or the App, as applicable ("User Account"), as well as reaffirm your acceptance of and agreement to this Agreement and those additional terms, conditions and policies referenced herein, as Sunglow may require from time-to-time. As part of the registration process, you may be required to satisfy certain conditions precedent imposed by Sunglow (including, for

example, providing additional information to Sunglow, and entering into additional agreements with Sunglow). Unless otherwise permitted by Sunglow in writing, you may only have one (1) non-transferable User Account

- **User Account Activity and Information**, you are responsible for all activity that occurs under your User Account and prohibited from authorizing or allowing any third party to access or use your User Account. Accordingly, you should take all steps necessary to protect and keep secret your User Account details and access information (including your login name and password). You should also maintain accurate, complete, and up-to-date information in your User Account (including, without limitation, maintaining a valid and current payment method and email address) because your failure to do so may result in your inability to access, use or receive all or any part of the Site, the App or the Services and/or Sunglow's termination of this Agreement. For the sake of security, you must immediately notify Sunglow if you suspect that a third party has gained access to or is making any use of your User Account without authorization. For the avoidance of doubt, Sunglow has the unencumbered right to access and use, and to allow its agents, employees, representatives, contractors and vendors to access and use, the information in your User Account to facilitate the exercise and performance of Sunglow's rights and obligations under this Agreement, the operation of the Site and the App, the provision and performance of the Services and/or any other rights, obligations, operations and services related to the subject matter of this Agreement (including, without limitation, payments, and communications).
- **Indemnification** IF YOU FAIL TO COMPLY WITH ANY TERMS OR CONDITIONS OF SECTION 5(B) ABOVE (WHETHER INTENTIONALLY OR UNINTENTIONALLY), THEN YOU ACCEPT FULL RESPONSIBILITY FOR THE CONSEQUENCES THEREOF (INCLUDING, WITHOUT LIMITATION, ANY UNAUTHORIZED CHARGES AND PAYMENTS, ANY UNAUTHORIZED CHANGES TO YOUR USER ACCOUNT INFORMATION AND SETTINGS AND ANY UNAUTHORIZED ACCESS OR USE OF YOUR USER ACCOUNT); AND YOU AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS SUNGLOW AND SUNGLOW'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEY FEES) INCURRED BY OR ASSERTED AGAINST ANY SUCH INDEMNITEES, ARISING OUT OF OR IN CONNECTION WITH YOUR FAILURE TO COMPLY WITH SUCH TERMS OR CONDITIONS.
- **our Devices** Certain portions of the Site, the App or the Services may be configured for, and Sunglow may offer the Site, the App or the Services through, certain televisions, computers, tablets, smart phones or other electronic devices ("Device(s)"); and this Agreement shall apply with equal force and measure to your visit, access, registration with and use of the Site, the App and/or the Services through such Devices. You are responsible for obtaining and updating the Device, software, operating system, carrier and network access necessary to properly visit, access, register with and use the Site, the App and the Services. Sunglow does not guarantee that the Site, the App, the Services or any portions thereof will function on or in connection with any particular Device, software, operating system, carrier or network.

If you visit, access, register with or use the Site, the App or the Services through a particular Device, then you hereby acknowledge and agree that information about your use of the Site, the App or the Services through that Device or its carrier or network (such as, by way of example only, the identity of your Device, or your Device's carrier or network) may be communicated to Sunglow and/or certain third parties (such as, by way of example only, your Device's carrier or network). ALL OR ANY PART OF THE VOICE, MESSAGE AND DATA FEES, RATES, CHARGES AND TAXES OF YOUR DEVICE'S CARRIER OR NETWORK, OR ANOTHER THIRD PARTY, MAY APPLY TO YOUR VISIT, ACCESS, REGISTRATION WITH AND/OR USE OF THE SITE, THE APP AND/OR THE SERVICES. SUNGLOW IS NOT RESPONSIBLE FOR, AND YOU FURTHER ACCEPT FULL RESPONSIBILITY FOR, ALL DEVICE CARRIER AND NETWORK FEES, RATES, CHARGES AND TAXES WHICH MAY APPLY, IF ANY.

- **Ownership** the Site, the App, the Services and all elements and derivatives of the foregoing (including, without limitation, all content, information, source codes, object codes, data, instructions, documentation and expressions), as well as all copyrights, trademarks, trade secrets and other intellectual properties of the foregoing, are owned, licensed or permissibly used by Sunglow. In no event shall you have or retain any rights, titles or interests in or to the foregoing other than those limited rights expressly granted to you under this Agreement. No rights or permissions granted to you under this Agreement are coupled with an interest. Nothing contained in this Agreement shall be construed as a waiver or limitation of Sunglow's or its licensors' respective rights and remedies under applicable law
- **Rights, Permissions and Consents**
- **License of the Site** Subject to the terms and conditions of this Agreement, Sunglow grants you a limited, non-exclusive, personal, freely-revocable, non-transferable and non-sub-licensable license to access and view the various publicly displayed pages of the Site, and to view the information and content found thereon. If you have a User Account in good standing, then, subject to any associated payment and registration obligations imposed by or with the prior consent of Sunglow, said license shall extend to the registration-only pages or features of the Site, the App or the Services, as applicable. Your unauthorized use of the Site, the App or the Services, or any breach by you of this Agreement, automatically terminates this license.
- **License of the App** Subject to the terms and conditions of this Agreement, and any associated payment and registration obligations as imposed by or with the prior consent of Sunglow, if you download a genuine copy of the App to your Device, and if you reaffirm your acceptance of and agreement to this Agreement and those additional terms, conditions and policies referenced herein, as Sunglow may require from time-to-time, then Sunglow grants you a limited, non-exclusive, personal, freely-revocable, non-transferable and non-sub-licensable license to access and use the App on said Device for the purpose of using the App as Sunglow intends for end users of the App. You may not rent, lease, lend, sell, transfer, redistribute or sublicense the App; and if you sell or otherwise transfer to a third party a Device on which the App is installed, then you must remove the App from such Device before doing so. If you have a User Account in good standing, then said license shall extend to the registration-only sections of the App through which registered users may utilize the Services through the App in accordance with this

Agreement. Your unauthorized use of the Site, the App or the Services, or any breach by you of this Agreement automatically terminates this license.

- **License of User Materials** All names, photographs, information, communications and any other content that you submit to or publish on, through or in relation to the Site, the App or the Services, including those which you submit to or publish on any online social media account (e.g., Facebook, Google Plus, LinkedIn) that you own and link or otherwise associate with the Site, the App or your User Account, if any and as applicable, is hereinafter defined as the "User Materials." You hereby grant Sunglow an irrevocable, non-exclusive, royalty-free, fully-paid, transferable, sub-licensable, perpetual and universe-wide license for Sunglow to host, store, reproduce, transmit, distribute, sell, resell, license, sublicense, market, modify, adapt, create derivative works, communicate, publish, syndicate, publicly perform, publicly display, archive and otherwise use and exploit all or any part of such User Materials and any elements and derivatives thereof in any manner, medium or form, whether now known or hereinafter devised, as Sunglow sees fit in its sole discretion.
- **Warnings; Disclaimers** PLEASE NOTE THAT YOU ALONE ARE RESPONSIBLE FOR YOUR USER MATERIALS; THAT THE USER MATERIALS MIGHT BECOME THE SUBJECT OF PUBLIC DISCLOSURE; THAT NEITHER YOU NOR SUNGLOW MIGHT BE ABLE TO WITHDRAW THE USER MATERIALS ONCE SUBMITTED TO OR PUBLISHED ON, THROUGH OR IN RELATION TO THE SITE OR THE APP; AND THAT YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USER MATERIALS, INCLUDING ANY THIRD PARTY'S RELIANCE ON YOUR USER MATERIAL'S QUALITY, COMPLETENESS, ACCURACY OR RELIABILITY, AND WITH ANY DISCLOSURE BY YOU OF ANY INFORMATION IN YOUR USER MATERIALS THAT MAKES YOU PERSONALLY IDENTIFIABLE. THUS, SUNGLOW IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM OR IN CONNECTION WITH, ITS USE OR ANY THIRD PARTY'S USE OF ANY USER MATERIALS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS ANY THIRD PARTY'S UNAUTHORIZED USE OF ANY USER MATERIALS.
- **Reservation of Rights** Nothing in this Agreement shall restrict or limit Sunglow's rights, titles or interests in or to the Site, the App, the User Materials or any elements or derivatives of the foregoing
- **Suspension or Termination of Service** Sunglow has the right, but not the obligation, to suspend or terminate the function or existence of all or any part of the Site, the App, the Services and/or your User Account at any time, and without notice or recourse, as Sunglow deems advisable in its sole discretion. SUNGLOW SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY(S) FOR ANY LOSS OR DAMAGE THAT IS CAUSED BY OR ARISES FROM OR IN CONNECTION WITH ANY SUCH SUSPENSIONS OR TERMINATIONS (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, REFUNDS, LOST PROFITS, LOST OPPORTUNITIES, MONETARY DAMAGES, DISRUPTION IN OR LOSS OF SERVICE OR LOSS OF CONTENT).
- **Payments**
- **Payment Processing Vendor and Charges** All credit card, debit card and other monetary transactions on or through the Site and/or the App occur through an online payment processing application that is provided by a third-party vendor(s). You agree to pay all payment processing fees required by said third-party payment processing vendor(s) (as directly charged by said vendor or passed on by Sunglow)

applicable to each transaction to which you are a party, as may be calculated and deducted by said vendor as an amount derived from the Transaction Fee (defined below). SUNGLOW'S RELATIONSHIP WITH ITS THIRD-PARTY PAYMENT PROCESSING VENDOR(S), IF ANY, IS MERELY CONTRACTUAL IN NATURE, AS IT IS NOTHING MORE THAN A THIRD-PARTY VENDOR AND IS IN NO WAY SUBJECT TO SUNGLOW'S DIRECTION OR CONTROL; THUS, THEIR RELATIONSHIP IS NOT, AND SHOULD NOT BE CONSTRUED AS, ONE OF FIDUCIARIES, FRANCHISORS-FRANCHISEES, AGENTS-PRINCIPALS, EMPLOYERS-EMPLOYEES, PARTNERS, JOINT VENTURERS, CONTRACTORS OR THE LIKE.

- **Payment Authorization** IF YOU PROVIDE SUNGLOW WITH YOUR PAYMENT INFORMATION, THEN YOU AUTHORIZE SUNGLOW TO DO THE FOLLOWING AS SUNGLOW DEEMS NECESSARY, ALTHOUGH SUNGLOW HAS NO OBLIGATION TO DO SO: (I) SHARE YOUR PAYMENT OR BANK ACCOUNT INFORMATION WITH ITS THIRD-PARTY PAYMENT PROCESSING VENDOR(S); (II) OBTAIN YOUR UPDATED PAYMENT OR BANK ACCOUNT INFORMATION FROM YOUR PAYMENT ISSUER OR BANK, SUNGLOW'S THIRD-PARTY PAYMENT PROCESSING VENDOR(S) AND/OR APPLICABLE THIRD-PARTY PROVIDERS; AND (III) USE YOUR PAYMENT OR BANK ACCOUNT INFORMATION TO CHARGE OR TRANSACT PAYMENTS OR EXPENSES THAT ACCRUE UNDER YOUR ACCOUNT(S) WITH SUNGLOW (INCLUDING, WITHOUT LIMITATION, YOUR USER ACCOUNT) IN ACCORDANCE WITH THIS AGREEMENT.
- **Payment Obligations** You agree that you are responsible for the payment of all amounts that accrue under your account(s) with Sunglow (including, without limitation, your User Account), Sunglow's third-party payment processing vendor(s) and any other third-party providers on, through or in relation to the Site, the App or the Services. You also agree to be responsible for all payments, fines, penalties and other liabilities incurred by any such person or entity that arises out of or relates to payments that you authorize or accept on, through or in relation to the Site, the App or the Services, including, without limitation, all fees, penalties, taxes, duties and tariffs; and to be responsible for all expenses (including costs and reasonable outside attorney fees) and interest incurred by any such person or entity to collect any overdue amounts.
- **Waiver of Claims** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO WAIVE ALL CLAIMS AGAINST SUNGLOW RELATED TO ANY UNAUTHORIZED PAYMENTS MADE ON, THROUGH OR IN RELATION TO YOUR ACCOUNT(S) WITH SUNGLOW, SUNGLOW'S THIRD-PARTY PAYMENT PROCESSING VENDOR(S), ANY OTHER THIRD-PARTY PROVIDERS AND/OR ANY OTHER PERSON OR ENTITY, REGARDLESS OF WHETHER THEY ARE AUTHORIZED OR UNAUTHORIZED
- **Accurate Payment Information** You represent and warrant to Sunglow that any payment information you provide on or through the Site or the App is current, complete and accurate; and that you will promptly notify Sunglow if your payment information has changed (such as a change in address or expiration date), if your payment method has been cancelled, or if you become aware of a breach of security.
- **No Refunds** All sales and payments made on, through or in relation to the Site, the App or the Services are final, irrevocable and not subject to or eligible for refund or return, in whole or in part, unless otherwise expressly stated in this Agreement.

- **Refusal of Products and Services** Sunglow has the right, but not the obligation, to refuse any and all of its products and services to you (including, without limitation, the Services) if it suspects that you are in any way involved in fraudulent or illegal activity (including, without limitation, the use of stolen credit cards). Sunglow may contact your payment method issuer, law enforcement or others and share information relating to your payments if Sunglow believes doing so will prevent a violation of the law or financial loss.
- **Currency** Unless otherwise stated, all payment amounts are quoted in United States dollars
- **Terms Specific to Consumers** The following terms and conditions apply to you to the extent you are a Consumer.
- **Fees and Other Charges** You understand and acknowledge that you will be assessed and charged a fee(s) or other expense(es) by the applicable Provider every time that you order, request or otherwise purchase a product or service from that Provider on or through the Site or the App, together with any applicable incidentals related to the foregoing (e.g., property damage), transactional charges related to the foregoing (e.g., processing fees), delivery charges related to the foregoing (e.g., packing, shipping, insurance), and taxes, duties and tariffs which may apply (e.g., sales taxes, occupancy taxes) (collectively, "Provider Fee(s)"). In addition, you understand and acknowledge that, in connection with each of your transactions on or through the Site or the App, and depending on the type of transaction, you might be assessed and charged a fee and/or expense by and payable to Sunglow (e.g., a commission, a booking fee, cancellation fee, a payment processing fee) (collectively, "Sunglow Fee(s)"). You agree that you are responsible for the payment of all Provider Fees, Sunglow Fees and other amounts that accrue under your User Account and other account(s), if any, with Sunglow or a Provider in relation to the foregoing.
- **Ratings**
- **Rating Process** From time to time, you might be afforded an opportunity through the Site or the App to rate your experience with a particular Provider; and, likewise, that Provider may be afforded the opportunity through the Site or the App to rate his/her/its experience with you. All of your ratings should be honest, truthful and accurate. You understand and acknowledge that no such ratings are influenced or controlled by Sunglow, and that such ratings are the opinions of the person giving them and not Sunglow.
- **Distributed Ratings** Sunglow shall have the right, but not the obligation, to use, share, display and otherwise publish all or any part of your ratings of any Provider and/or all or any part of any Provider's ratings of you, whether in original or modified form, in any language, for any commercial or non-commercial purposes, and in any manner, medium, or form, whether now known or hereinafter devised, as Sunglow may choose, and Sunglow may do so without attribution to you, without your approval and without any obligation to verify, edit or remove the same.
- **No Control or Assurances** Sunglow does not control and does not assure you or any other users of the Site or the App about, the qualifications, skills, abilities, authorizations, qualifications, skills, abilities, authorizations, licenses, certifications, reliability or safety of any other Consumers, any Providers, the respective businesses, products or services of any such Providers, or otherwise.

- **Communication Policy** Subject to the terms and conditions of this Agreement, you may communicate directly with a Provider as necessary to initiate and facilitate the completion of any transaction with a Provider on or through the Site or the App. It is not appropriate for you to send any other user any communication on, through or in relation to the Site or the App concerning any subjects besides the foregoing as indicated.
- **Terms Specific to Providers** The following terms and conditions apply to you to the extent you are a Provider.
- **Performance and Expenses** You acknowledge and agree that you are solely responsible for, and that you, and not Sunglow, have sole control over, the following: (i) determining the most effective, efficient and safe manner to provide products and services offered, sold and marketed by you on, through or in relation to the Site or the App; (ii) providing, at your own expense, all supplies, materials, facilities and equipment necessary for you to offer, sell, market and provide such products and services; (iii) paying for all expenses incident to your offer, sale, marketing and provision of such products and services; and (iv) operating your business of offering, selling, marketing and providing such products and services, whether in your name individually or in the name of a business.
- **No Control or Assurances** Sunglow does not control and does not assure you or any other users of the Site or the App about, the qualifications, skills, abilities, authorizations, qualifications, skills, abilities, authorizations, licenses, certifications, reliability or safety of any Consumers, any other Providers, the respective businesses, lodgings or related travel and hospitality services of you or any other Providers, or otherwise.
- **Facilitation** Through your User Account, you will setup and maintain a unique profile for other users to review through the Site or the App, as well as designate and maintain current, complete and accurate information about the products and services that you offer to Consumers. Regardless of whether you are logged into your User Account, Consumers may have the opportunity to order or reserve products or services from you in accordance with the information provided through your User Account. If a Consumer orders or reserves any products or services from you which are in fact unavailable, then said Consumer might be entitled to a full or partial refund of the applicable Provider Fee, and you might be charged an applicable Sunglow Fee by Sunglow and/or a processing fee by Sunglow's third-party payment processing vendor.
- **Communication Policy** Subject to the terms and conditions of this Agreement, you may communicate directly with a Consumer as necessary to facilitate the completion of any transaction requested by a Consumer on or through the Site or the App. It is not appropriate for you to send any other user any communication on, through or in relation to the Site or the App concerning any subjects besides the foregoing as indicated.
- **Insurance** You are encouraged, at your own expense, and as it befits any owner or operator of a business, to secure and maintain commercially reasonable liability insurance which covers against claims of personal injury, property damage, shipping loss and other potential liabilities arising from your offer, sale, marketing or provision of any products or services on, through or in relation the Site or the App. If you have any questions or concerns about the scope or applicability of your insurance

options or insurance coverage, then it is your responsibility, not that of Sunglow, to resolve them with your insurer(s). Sunglow is not responsible for securing or paying for any insurance relating to you or your offer, sale, marketing or provision of any products or services on, through or in relation to the Site or the App.

- **Provider Fee** Subject to the terms and conditions of this Agreement, for each transaction between you and a Consumer that takes place on or through the Site or the App, you shall be entitled to receive on a per transaction basis an amount calculated as being equal to the Provider Fee for that transaction, less any applicable refunds and credit-backs; and Sunglow shall be entitled to receive the Commission for that transaction. The foregoing amounts shall be calculated and paid by Sunglow's third-party payment processing vendor from the Provider Fee. For the avoidance of doubt, Sunglow is responsible for the payment of any payment processing fees owed to said third-party payment processing vendor; and Provider is responsible for the calculation and payment of any applicable taxes, duties and other expenses related to Provider provision and performance of any products and services which Provider offers, markets, provides or performs on, through or in relation to the Site or the App.
- **Rating Process** From time to time, you might be afforded an opportunity through the Site or the App to rate your experience with a particular Consumer; and, likewise, that Consumer may be afforded the opportunity through the Site or the App to rate his/her/their experience with you or about your business(es). All of your ratings should be honest, truthful and accurate. You understand and acknowledge that no such ratings are influenced or controlled by Sunglow, and that such ratings are the opinions of the person giving them and not Sunglow.
- **Distributed Ratings** Sunglow shall have the right, but not the obligation, to use, share, display and otherwise publish all or any part of your ratings of any Consumer and/or all or any part of any Consumer's ratings of you or your business(es), whether in original or modified form, in any language, for any commercial or non-commercial purposes, and in any manner, medium, or form, whether now known or hereinafter devised, as Sunglow may choose, and Sunglow may do so without attribution to you, without your approval and without any obligation to verify, edit or remove the same.
- **Taxes** Each Party shall be solely responsible for the payment of all taxes on the general operation of his/her/its own business (including, without limitation and by way of example only, domestic, foreign, international, federal, state and local income taxes, franchise taxes, and FICA). Further, each Provider is responsible for calculating the amount of, and determining its obligation to report, collect and pay, or to cause those Consumers it conducts business with to pay, all applicable sales taxes, occupancy taxes and other taxes, duties and tariffs which may apply. Nothing contained herein shall be construed as requiring a Party to compensate the other Party for any adverse tax effect associated with any payments or withholdings.
- **Electronic Communications**
- **Express Consent** YOU HEREBY EXPRESSLY CONSENT TO SUNGLOW AND ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES SENDING YOU ANY TYPE OF ELECTRONIC MESSAGE (INCLUDING, WITHOUT LIMITATION, ADVERTISING, TELEMARKETING, OR OTHER COMMERCIAL E-MAILS AND TEXT MESSAGES, INFORMATIONAL E-MAILS OR TEXT MESSAGES, AND ELECTRONIC NOTICES,

UPDATES, AND NEWSLETTERS), WHETHER THROUGH THE SITE, THE APP OR YOUR USER ACCOUNT, OR BY PERSONAL COMMUNICATION, E-MAIL, TEXT MESSAGE, AUTOMATIC TELEPHONE DIALING SYSTEM, OR ARTIFICIAL OR PRERECORDED VOICE, ONLINE SOCIAL MEDIA OR ANY OTHER ELECTRONIC MEDIA MEANS OR FORMS. BY GIVING SUCH CONSENT, YOU AGREE THAT NO SUCH COMMUNICATION SHALL VIOLATE THE TELEPHONE CONSUMER PROTECTION ACT, THE CAN-SPAM ACT, OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS. VOICE, MESSAGE, AND DATA FEES, RATES, CHARGES AND/OR TAXES MAY APPLY TO YOU, AND YOU ARE RESPONSIBLE FOR PAYMENT OF THE SAME. YOU ARE NOT REQUIRED TO GRANT THE FOREGOING CONSENT AS A CONDITION FOR PURCHASE OR LICENSE OF ANY OTHER SUNGLOW PRODUCTS OR SERVICES.

- **Opt-Out** You may opt-out of receiving any electronic messages from Sunglow as described in section 14(a) above any time by any reasonable means, including, without limitation and by way of example, by sending an e-mail to us.sunglow@sunglow.net with a subject line of "Opt-Out of Electronic Communications." You acknowledge that opting out of receiving any such communications may impact your receipt, the success, and/or the performance of all or any part of the Site, the App, your User Account, Sunglow's products or services (including, without limitation, the Services) and/or your ability to receive certain messages and/or notifications from Sunglow.
- **Indemnification** YOU HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS SUNGLOW AND SUNGLOW'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, TRANSFEREES, TRUSTEES, INSURERS, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY SUCH INDEMNITEES, OR ASSERTED AGAINST SUCH INDEMNITEES BY THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH (I) YOUR COMMUNICATIONS WITH ANY OTHER USERS OF THE SITE OR THE APP, AND/OR (II) YOUR FAILURE TO COMPLY WITH THE TELEPHONE CONSUMER PROTECTION ACT, THE CAN-SPAM ACT AND ALL OTHER APPLICABLE LAWS, RULES OR REGULATIONS.
- **Disclaimer About Communications** SUNGLOW IS MERELY A TECHNOLOGY SERVICES PROVIDER THAT OFFERS TECHNOLOGY PLATFORMS OR MARKETPLACES FOR USE BY OTHERS BY WAY OF THE SITE OR THE APP, SUCH THAT SUNGLOW DOES NOT INITIATE OR CONTROL ANY COMMUNICATIONS MADE FROM ONE USER OF THE SITE OR THE APP TO ANOTHER. ACCORDINGLY, SUNGLOW EXPRESSLY DISCLAIMS AND IS NOT RESPONSIBLE FOR THE COMMUNICATIONS OF ANY USER OF THE SITE OR THE APP, INCLUDING, WITHOUT LIMITATION, THE CONTENTS OF THOSE COMMUNICATIONS, THE MEANS OR MEDIUMS BY WHICH THOSE COMMUNICATIONS ARE MADE, OR THE COMPLIANCE OF THOSE COMMUNICATIONS WITH THE TELEPHONE CONSUMER PROTECTION ACT, THE CAN-SPAM ACT OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS.
- **Prohibited Activities** You shall not engage in any of the following activities at any time with respect to the Site, the App or the Services: (a) the impersonation of any person or entity; (b) any act that infringes or otherwise violates the intellectual property, privacy or publicity rights of any person or entity

(including, without limitation, the copyrights, trademarks, patents, and trade secrets held by Sunglow or its licensors with respect to the Site, the App or the Services); (c) the reproduction of the Site, the App or the Services or any communications, information or content found thereon or therein, in whole or in part, or the creation of any derivatives works of the foregoing (unless expressly authorized by Sunglow herein); (d) the publication of any content that is objectionable or illegal (including, without limitation, content that is indecent, obscene, infringing, an invasion of privacy, defamatory, disparaging, false, deceptive, misleading, untruthful, fraudulent, threatening or abusive); (e) the publication of a person's or entity's personal information or private facts without his/her/its prior written consent; (f) the publication of any machine, computer or randomly generated content; (g) supplying or publishing any information or statements on, through or in relation to the Site or the App that is false, misleading, deceptive or incorrect; (h) any act intended or designed to drive traffic to or boost the search rankings of third-party websites, networks, platforms, servers or applications; (i) the systematic retrieval or copying of any information or content found on, through or in relation to the Site, the App, the Services or their servers to directly or indirectly create or compile, in whole or in part, a collection, compilation, database or directory; (j) the use of any software, program, process, device, application or routine (including, by way of example only, robots, scrapers, spiders, viruses, spyware and malware) to monitor, copy, disrupt, damage, injure, interfere with or impermissibly access, in whole or in part, the Site, the App, the Services or their servers; (k) any act that involves or concerns decrypting, security bypassing or circumventing, hacking, data mining, data scraping, data harvesting, reverse engineering, decompiling, disassembling, attempting to derive source code, modifying, copying or the like on, through or in relation to the Site, the App, the Services or their servers; (l) any act that overloads, unreasonably disrupts, or unreasonably interferes with the infrastructure of the Site, the App, the Services or their servers; (m) any act that gains or attempt to gain unauthorized access to computer systems, networks, information or materials on, through or in relation to the Site, the App, the Services or their servers; or (n) any other act that Sunglow becomes aware of and believes in good faith is improper, illegal or harmful to the Site, the App, their servers or any person, entity or property.

- **Links to Other Sites, Apps, Networks, Platforms and Servers**
- **Linked Technologies** The Site, the App, the Services and/or any communications sent on, through or as a function thereof may contain links to third-party websites, networks, platforms, servers and/or applications, and, similarly, third-party websites, networks, platforms, servers, applications and/or communications may contain links to the Site, the App and/or the Services (collectively, "Linked Technologies"). The Linked Technologies are not under the control of Sunglow. The Site, the App, the Services and any such communications contain the outgoing links as a convenience to you, if for any purpose.
- **Disclaimer About Linked Technologies** SUNGLOW IS NOT RESPONSIBLE FOR ANY INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM THE LINKED TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, MALICIOUS SOFTWARE, SPYWARE PROGRAMS, INACCURATE INFORMATION AND ILLEGAL CONTENT). SUNGLOW DOES NOT MAKE, NOR HAS

SUNGLOW MADE, ANY REPRESENTATIONS OR WARRANTIES (EXPRESS, IMPLIED OR OTHERWISE) CONCERNING THE TERMS OF USE OR SERVICE, PRIVACY POLICIES, AGREEMENTS, INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM THE LINKED TECHNOLOGIES; NOR SHALL THE FACT THAT THE SITE OR THE APP MAY LINK TO OR FROM ANY LINKED TECHNOLOGIES CONSTITUTE AN AFFILIATION WITH, ASSOCIATION WITH OR ENDORSEMENT OF SUCH LINKED TECHNOLOGIES OR ANY INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM SUCH LINKED TECHNOLOGIES. IF YOU DECIDE TO ACCESS ANY LINKED TECHNOLOGIES, THEN YOU DO SO AT YOUR OWN RISK.

- **Take Down** Sunglow reserves the right, but not the obligation, to take down or otherwise exclude from the Site and the App, without notice or recourse, any communications, names, photographs, information and/or content made or submitted by you or others on or through the Site or the App which Sunglow believes at any time and in its sole discretion to be infringing or otherwise in violation of the proprietary, privacy or publicity rights of any person or entity; plagiarizing; defamatory; disparaging; embarrassing towards any person or entity; disclosing of confidential, private or personal information about or belonging to any person or entity; profane; indecent; obscene; racist, sexist, or otherwise derogatory in terms of race, nationality, religion, gender, gender identification, sexual orientation or otherwise; threatening; abusive; illegal; false; misleading; deceptive; inciting violence; hate speech; and/or a political attack on a group or individual.
- **Copyright Infringement** Sunglow respects the copyrights of others and prohibits users from uploading, posting, distributing or otherwise transmitting any materials on or through the Site or the App, or from engaging in any activities on or through the Site or the App, which violate the copyrights of others. For more information about Sunglow's policies with respect to copyrights, including procedures for notifying Sunglow about any alleged copyright infringements on the Site or the App, please review Sunglow's Copyright Statement for the Site and the App
- **User Representations, Warranties and Covenants** You represent, warrant and covenant to Sunglow that: (a) you are a natural person and of eighteen (18) years of age or older, or otherwise the age of majority in your jurisdiction; (b) you have read and understand this Agreement in its entirety; (c) you have the full right and authority to enter into and abide by the terms and conditions of this Agreement; (d) you understand and acknowledge that by accepting this Agreement you are giving up certain legal rights and remedies; (e) you voluntarily accept and agree to, and will fully comply with, the terms and conditions of this Agreement; (f) you will not violate any applicable international, federal, state or local laws which may concern the Site, the App, their servers, the Services or any information, communications or content found on or through them; (g) you are the exclusive owner of all rights, titles and interests in and to the User Materials (including, without limitation, all copyrights, trademarks, patents, trade secrets, rights of publicity and rights of privacy) and/or, if applicable, have secured all necessary rights and permissions from all subjects depicted in, and all persons and entities who contributed to, the User Materials to allow for your performance and grant of rights hereunder; (h) the

User Materials are wholly original to you; (i) the User Materials do not and will not infringe upon or otherwise violate the proprietary, publicity or privacy rights of any person or entity; (j) the User Materials do not and will not defame, disparage, embarrass or disclose confidential, private or personal information about or belonging to any person or entity; (k) nothing contained in the User Materials is or will be, or contains or will contain, links to material that is, profane, indecent, obscene, threatening, abusive, illegal, false, misleading or any form of spam, malware, virus, bug, bot, spyware or other malicious or tracking technology; (l) Sunglow is not required to seek the permission of or compensate any third party(s) to exercise any of the rights granted by you under this Agreement; (m) nothing in the User Materials state or imply any sort of sponsorship by, endorsement by or affiliation with Sunglow; (n) no obligation, disability, agreement or adverse claim exists that may restrict your performance or grant of rights hereunder; (o) all information you provide to Sunglow in connection with your access or use of the Site, the App and the Services is truthful and accurate; and (p) you are not listed on any United States government list of prohibited or restricted parties.

- **Additional Provider-Specific Representations, Warranties and Covenants** If you are a Provider, then you further represent, warrant, and covenant to Sunglow that: (a) you will comply with and will not violate any applicable international, federal, state, or local laws in connection with your offer, sale, marketing and provision all products and services that you offer, sell, market or provided on, through or in relation to the Site or the App (including, without limitation and by way of example only, all import/export laws, all product sales laws, all service provision laws, all property and land use laws, all health and safety laws, all landlord and tenant laws, all hotel and other temporary lodging laws, all food service and hospitality laws, all drug and alcohol laws, all commercial zoning laws, all transportation laws, and all advertising laws); (b) your offer, sale, marketing and provision of such products and services does not and will not violate or contradict any agreements, deed restrictions, restrictive covenants, equitable servitudes, liens or any other rights, titles, interests, duties, obligations, restrictions or encumbrances of, concerning, touching upon or running with such products and services; (c) you have all necessary licenses, certifications, consents and permissions to offer, sell, market and provide all such products and services; (d) neither SunGlow nor any Consumer is required to seek the permission of or compensate any third party in relation to any of the products and services offered, sold, marketed or provided by you on, through or in relation to the Site or the App; (e) all information that you provide to Sunglow and any other users of the Site or the App (including, without limitation, Consumers, and other Providers) is complete, accurate and truthful; and (f) all of the products and services offered, sold, marketed and provided by you on, through or in relation to the Site or the App are safe, secure, complete and of marketable quality.
- **Disclaimers and Limitations**
- **General Disclaimer** YOUR VISIT, ACCESS, REGISTRATION WITH OR USE OF THE SITE, THE APP AND/OR ANY PRODUCTS OR SERVICES OFFERED, SOLD, PURCHASED, MARKETING, PROVIDED, USED OR MADE AVAILABLE BY OR TO YOU ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, SOLD, MARKETING OR PROVIDED BY PROVIDERS OR OTHERS ON, THROUGH OR IN

RELATION TO THE SITE OR THE APP) IN ANY WAY IS DONE AT YOUR OWN RISK. THE SITE, THE APP, THOSE PRODUCTS AND SERVICES, THE SUCCESS OR PERFORMANCE OF THE SITE, THE APP OR THOSE PRODUCTS AND SERVICES AND ALL INFORMATION, COMMUNICATIONS, CONTENT AND FEATURES OFFERED, MARKETING, SOLD, PROVIDED, LICENSED OR MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR THOSE PRODUCTS AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. SUNGLOW DOES NOT MAKE, NOR HAS SUNGLOW MADE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE (WHETHER DIRECT OR INDIRECT, ORAL OR WRITTEN OR EXPRESS OR IMPLIED) TO YOU WITH RESPECT TO THE SITE, THE APP, THOSE PRODUCTS AND SERVICES, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT AND FEATURES OR THEIR SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY OR SAFETY. SUNGLOW EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD FAITH AND FAIR DEALING, TITLE, NON-INFRINGEMENT, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY AND SAFETY) AND WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM AND USAGE IN TRADE WITH RESPECT TO THE SITE, THE APP, THOSE PRODUCTS AND SERVICES, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT OR FEATURES AND THEIR SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY AND SAFETY. SUNGLOW DOES NOT MAKE, NOR HAS SUNGLOW MADE, ANY AFFIRMATION OF FACT, PROMISE OR WARRANTY (EXPRESS, IMPLIED OR OTHERWISE) RELATING TO THE SITE, THE APP, THE SERVICES, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT OR FEATURES OR THEIR SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY OR SAFETY THAT EXTENDS BEYOND THE FACE OF THIS AGREEMENT OR THAT HAS BECOME ANY BASIS OF ANY BARGAIN.

- **Disclaimer About Products and Services** ALL DESCRIPTIONS, IMAGES, REFERENCES, FEATURES, CONTENT, SPECIFICATIONS, PRODUCTS AND PRICES OF ANY PRODUCTS OR SERVICES OFFERED ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, SOLD, MARKETING OR PROVIDED BY PROVIDERS OR OTHERS ON, THROUGH OR IN RELATION TO THE SITE OR THE APP) ARE SUBJECT TO CHANGE AT ANY TIME AND WITHOUT NOTICE TO YOU. CERTAIN WEIGHTS, MEASURES AND OTHER DESCRIPTIONS ARE APPROXIMATE AND ARE PROVIDED FOR CONVENIENCE PURPOSES ONLY. THE INCLUSION OF ANY PRODUCTS OR SERVICES ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, SOLD, MARKETING OR PROVIDED BY PROVIDERS OR OTHERS ON, THROUGH OR IN RELATION TO THE SITE OR THE APP) DOES NOT IMPLY OR WARRANT THAT THEY ARE OR WILL BE AVAILABLE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN AND OBEY ALL APPLICABLE LOCAL, STATE, FEDERAL AND INTERNATIONAL LAWS (INCLUDING MINIMUM AGE REQUIREMENTS) IN REGARD TO THE RECEIPT, POSSESSION, USE AND SALE OF ANY PRODUCT OR SERVICE ORDERED OR PURCHASED

ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, SOLD, MARKETING OR PROVIDED BY PROVIDERS OR OTHERS ON, THROUGH OR IN RELATION TO THE SITE OR THE APP). SUNGLOW RESERVES THE RIGHT, WITH OR WITHOUT PRIOR NOTICE TO YOU, TO (I) IMPOSE CONDITIONS ON THE HONORING OF ANY PRODUCTS OR SERVICES OFFERED ON, THROUGH OR IN RELATION TO THE SITE OR THE APP; (II) BAR YOU FROM MAKING OR COMPLETING ANY TRANSACTIONS ON, THROUGH OR IN RELATION TO THE SITE OR THE APP; AND (IV) REFUSE TO PROVIDE YOU WITH THE SITE, THE APP OR THE SERVICES.

- **Disclaimer About Other Users and Their Products and Services** YOUR DEALINGS AND INTERACTIONS WITH ANY OTHER USERS OF THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, OTHER CONSUMERS AND PROVIDERS), AND YOUR USE OF ANY PRODUCTS OR SERVICES OFFERED, SOLD, MARKETING, PROVIDED OR USED BY ANY SUCH OTHER USERS IN ANY WAY IS DONE AT YOUR OWN RISK; AND SUNGLOW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING FROM OR IN CONNECTION WITH, AND SHALL NOT BE RESPONSIBLE FOR, ANY ACTS, ERRORS OR OMISSIONS OF ANY SUCH OTHER USERS OR THE SUCCESS, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, SAFETY OR PERFORMANCE OF ANY SUCH PRODUCTS OR SERVICES. SUNGLOW DOES NOT CONTROL, HAS NOT INVESTIGATED AND DOES NOT MAKE ANY ASSURANCES TO YOU OR ANY OTHER PERSON OR ENTITY ABOUT THE QUALIFICATIONS, SKILLS, ABILITIES, AUTHORIZATIONS, LICENSES, CERTIFICATIONS, SUCCESS, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, SAFETY OR PERFORMANCE OF ANY SUCH OTHER USERS OR THEIR RESPECTIVE PRODUCTS OR SERVICES (WHETHER OFFERED, SOLD, MARKETING OR PROVIDED ON, THROUGH OR IN RELATION TO THE SITE OR THE APP OR BY OTHER MEANS). ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT SUNGLOW HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY INFORMATION, COMMUNICATIONS, CONTENT, FEATURES, PRODUCTS OR SERVICES MADE, OFFERED, MARKETING, SOLD, LICENSED, PROVIDED OR USED BY OR TO YOU, OR ANY INTERACTIONS YOU HAVE OR MAY HAVE WITH ANY SUCH OTHER USERS, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT; THAT CERTAIN OF THOSE OTHER USERS MAY NOT BE QUALIFIED, SKILLED, ABLED, AUTHORIZED, LICENSED, CERTIFIED, RELIABLE OR SAFE INDIVIDUALS OR BUSINESSES; THAT CERTAIN OF THOSE PRODUCTS OR SERVICES MAY NOT BE SUCCESSFUL, FUNCTIONAL, QUALITY, COMPLETE, ACCURATE, RELIABLE, MARKETABLE OR SAFE; AND THAT, DESPITE SUCH KNOWLEDGE, YOU ARE WILLING TO VOLUNTARILY INTERACT WITH SUCH OTHER USERS, AS APPLICABLE, AND TO VOLUNTARILY OFFER, SELL, MARKET, PROVIDE, PURCHASE, ACCEPT AND USE THOSE PRODUCTS AND SERVICES, AS APPLICABLE. THERE ARE NO REPRESENTATIONS, WARRANTIES OR COVENANTS (EXPRESS, IMPLIED OR OTHERWISE) CONCERNING ANY SUCH OTHER USERS OR THEIR RESPECTIVE PRODUCTS OR SERVICES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.
- **Disclaimer About System Delays** YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SITE, THE APP AND/OR THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THIRD-PARTY COMMUNICATION NETWORKS AND FACILITIES THAT ARE

OUTSIDE OF SUNGLOW'S CONTROL. ACCORDINGLY, SUNGLOW SHALL NOT BE RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS, ANY DELAYS, FAILURES, LOSSES, INJURIES, LIABILITIES OR DAMAGES ASSOCIATED WITH THE SITE, THE APP AND/OR THE SERVICES WHICH RESULT FROM ANY SYSTEM DELAYS, DOWNTIMES, INTERRUPTIONS OR OTHER FAILURES OF OR PROBLEMS WITH THE SITE, THE APP AND/OR THE SERVICES WHICH ARE OUTSIDE OF SUNGLOW'S CONTROL (INCLUDING, WITHOUT LIMITATION, SCHEDULED MAINTENANCE OR NETWORK FAILURE).

- **Disclaimer About Certain Information, Communications and Content** ANY OPINIONS, ADVICE, REVIEWS, STATEMENTS, OFFERS OR OTHER INFORMATION, COMMUNICATIONS OR CONTENT FOUND ON, THROUGH OR IN RELATION TO SUNGLOW, THE SITE, THE APP, THE SERVICES, ANY CONSUMERS, PROVIDERS OR OTHER USERS OF THE SITE OR THE APP OR ANY ACTS, ERRORS OR OMISSIONS OF ANY SUCH USERS OR ANY OTHER PERSON OR ENTITY (INCLUDING, WITHOUT LIMITATION, ADVERTISEMENTS, RATINGS, REVIEWS, COMMENTS AND POSTINGS) ARE THOSE OF THEIR RESPECTIVE AUTHORS, AND NOT NECESSARILY THOSE OF SUNGLOW; THUS, THEY SHOULD NOT NECESSARILY BE RELIED UPON. SUCH AUTHORS ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF SUCH INFORMATION, COMMUNICATIONS OR CONTENT. SUNGLOW DOES NOT GUARANTEE, ADOPT OR ENDORSE THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY SUCH INFORMATION, COMMUNICATIONS OR CONTENT, EVEN IF SUNGLOW IS THE AUTHOR. SUNGLOW IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY SUCH INFORMATION, COMMUNICATIONS OR CONTENT. UNDER NO CIRCUMSTANCES SHALL SUNGLOW BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM OR IN CONNECTION WITH YOUR RELIANCE ON ANY SUCH INFORMATION, COMMUNICATIONS OR CONTENT.
- **Limitation of Liability** IN NO EVENT SHALL SUNGLOW OR ANY OF SUNGLOW'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS OR LICENSEES BE HELD LIABLE TO (OR BE OBLIGATED TO INDEMNIFY) YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LEGAL COSTS, ATTORNEY FEES, LOST PROFITS, REPLACEMENT COSTS OR REPAIR COSTS) CAUSED BY OR ARISING FROM OR IN CONNECTION WITH: (I) YOUR VISIT, ACCESS, REGISTRATION WITH OR USE OF THE SITE, THE APP OR THE SERVICES, OR YOUR INABILITY TO VISIT, ACCESS, REGISTER WITH OR USE THE SITE, THE APP OR THE SERVICES; (II) ANY PRODUCTS OR SERVICES OFFERED, SOLD, PURCHASED, MARKETED, PROVIDED, USED OR MADE AVAILABLE BY OR TO YOU ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, SOLD, MARKETED OR PROVIDED BY PROVIDERS OR OTHERS ON, THROUGH OR IN RELATION TO THE SITE OR THE APP); (III) ANY STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR ANY SUCH PRODUCTS OR SERVICES; (IV) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PERSONAL; (V) ANY HACKING, DENIAL OF SERVICE ATTACKS, DATA SECURITY BREACHES OR OTHER THIRD-PARTY CONDUCT THAT MAY LEAD TO A COMPROMISE

OF YOUR PERSONAL INFORMATION OR DAMAGE TO YOUR DEVICE(S), SOFTWARE, OPERATING SYSTEM(S), FILE(S), CARRIER(S), NETWORK(S) OR USER ACCOUNT; (VI) ANY TRANSMISSION, DOWNLOAD OR INFECTION OF ANY SOFTWARE, SYSTEM, PROGRAM, FILE, PROCESS, DEVICE, APPLICATION OR ROUTINE (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, ROBOTS, SCRAPERS, SPIDERS, VIRUSES, SPYWARE AND MALWARE) THAT MAY LEAD TO A COMPROMISE OF YOUR PERSONAL INFORMATION OR DAMAGE TO YOUR DEVICE(S), SOFTWARE, OPERATING SYSTEM(S), FILE(S), CARRIER(S), NETWORK(S) OR USER ACCOUNT; (VII) THE FACT THAT YOU HAVE RELIED ON ANY INFORMATION, CONTENT OR COMMUNICATIONS PUBLISHED ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR ANY SUCH PRODUCTS OR SERVICES; OR (VIII) ANY ACTS, ERRORS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS. IF YOU ARE DISSATISFIED WITH THE SITE, THE APP OR ANY PRODUCTS OR SERVICES OFFERED, SOLD, PURCHASED, MARKETING, PROVIDED, USED OR MADE AVAILABLE BY OR TO YOU ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, SOLD, MARKETING OR PROVIDED BY PROVIDERS OR OTHERS ON, THROUGH OR IN RELATION TO THE SITE OR THE APP), THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR ACCESS AND USE OF THE SITE, THE APP AND SUCH PRODUCTS AND SERVICES.

- **No Injunctive Relief** IF SUNGLOW BREACHES OR OTHERWISE VIOLATES THIS AGREEMENT, THEN YOU SHALL NOT BE ENTITLED TO SEEK OR OBTAIN, AND YOU DO HEREBY WAIVE, ANY TYPE OF INJUNCTIVE RELIEF AGAINST THE SITE, THE APP AND/OR ANY PRODUCTS OR SERVICES OFFERED, SOLD, PURCHASED, MARKETING, PROVIDED, USED OR MADE AVAILABLE BY OR TO YOU ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, SOLD, MARKETING OR PROVIDED BY PROVIDERS OR OTHERS ON, THROUGH OR IN RELATION TO THE SITE OR THE APP) AS A RESULT OF SUCH BREACH OR OTHER VIOLATION. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION ON INJUNCTIVE RELIEF DOES NOT LIMIT YOUR ABILITY TO SEEK OR RECOVER ANY MONETARY REMEDIES AUTHORIZED BY LAW IN THE EVENT OF ANY SUCH BREACH OR OTHER VIOLATION (EXCEPT FOR THOSE WHICH ARE OTHERWISE EXPRESSLY PRECLUDED BY THIS AGREEMENT).
- **Limitation of Remedies** IF SUNGLOW BREACHES OR OTHERWISE VIOLATES THIS AGREEMENT, THEN IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECULATIVE OR PUNITIVE DAMAGES ARISING OUT OF OR IN RELATION TO SUCH BREACH OR OTHER VIOLATION, EVEN IF SUNGLOW HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL SUNGLOW'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO SUNGLOW UNDER THIS AGREEMENT, IF ANY AND AS APPLICABLE, WITHIN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF SUCH BREACH OR OTHER VIOLATION OF THIS AGREEMENT.
- **Consumer Protections** The disclaimers and limitations set forth in this section 21 are not intended to limit liability or alter your rights as a consumer that cannot be limited or altered under applicable law.
- **General Release of Claims** YOU HEREBY RELEASE AND HOLD HARMLESS SUNGLOW AND SUNGLOW'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES,

REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ALL CLAIMS THAT YOU HAVE OR MAY HAVE AGAINST THEM FOR INFRINGEMENT, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, DISPARAGEMENT, PERSONAL INJURY, PROPERTY DAMAGE, NEGLIGENCE AND/OR ANY OTHER LEGAL THEORY ARISING FROM OR IN CONNECTION WITH THE SITE, THE APP, THE PRODUCTS OR SERVICES OFFERED, SOLD, PURCHASED, MARKETING, PROVIDED, USED OR MADE AVAILABLE BY OR TO YOU ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, SOLD, MARKETING OR PROVIDED BY PROVIDERS OR OTHERS ON, THROUGH OR IN RELATION TO THE SITE OR THE APP) AND/OR THE RIGHTS AND PRIVILEGES GRANTED OR CONVEYED BY YOU UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THOSE RIGHTS AND PRIVILEGES RELATING TO THE USER MATERIALS AND/OR ANY ELEMENTS, DERIVATIVES OR MARKETING OF THE FOREGOING). FURTHER, YOU WAIVE YOUR RIGHT TO, AND IN NO EVENT SHALL YOU SEEK TO, ENJOIN SUNGLOW, ANY OF SUNGLOW'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS OR LICENSEES OR ANY EXERCISE OF THE RIGHTS OR PRIVILEGES GRANTED OR CONVEYED BY YOU UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE USER MATERIALS).

- **Indemnification** YOU HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS SUNGLOW AND SUNGLOW'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, TRUSTEES, INSURERS, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY SUCH INDEMNITEES, OR ASSERTED AGAINST SUCH INDEMNITEES BY THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR ACTS, ERRORS OR OMISSIONS, (B) YOUR USE OF THE SITE, THE APP OR ANY PRODUCTS OR SERVICES OFFERED, SOLD, PURCHASED, MARKETING, PROVIDED, USED OR MADE AVAILABLE BY OR TO YOU ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, SOLD, MARKETING OR PROVIDED BY PROVIDERS OR OTHERS ON, THROUGH OR IN RELATION TO THE SITE OR THE APP) IN ANY MANNER CONTRARY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, (C) YOUR VIOLATION OF THE RIGHTS OF OR OTHER INJURY TO ANY THIRD PARTY, AND/OR (D) YOUR BREACH OF ALL OR ANY PART OF THIS AGREEMENT.
- **Term; Termination; Survival** This Agreement shall continue and remain in effect until it is terminated in accordance with the terms and conditions of this Agreement. Sunglow may terminate this Agreement at any time, for any or no reason, and without notice to you (including, without limitation, if Sunglow believes that you have violated or acted inconsistently with any term or condition of this Agreement). You may terminate this Agreement at any time and for any or no reason if you are a registered user of the App by cancelling your User Account. If this Agreement is terminated for any reason, then all rights

granted to you under this Agreement shall automatically revert back to Sunglow, and the following shall survive in perpetuity: (a) all defined terms under this Agreement; (b) all rights and privileges under this Agreement which were granted to and/or accrued in favor of Sunglow and/or any of Sunglow's officers, directors, members, managers, owners, partners, agents, employees, representatives, parents, subsidiaries, affiliates, successors, trustees, assigns, transferees, contractors, vendors or licensees as of the date of this Agreement's termination; (c) all payments which accrued as of the date of termination; (d) all disclaimers, limitations of liability and limitations of remedies; and (e) all representations, warranties, covenants, certifications, releases, indemnifications and promises made by you under this Agreement.

- **Governing Law** This Agreement, the additional terms, conditions, and policies referenced herein (including the Privacy Policy, and the Copyright Statement), your visit, access, registration with or use of the Site, the App or the Services, any transactions made on, through or in relation to the Site or the App, any products or services offered, sold, purchased, marketed, provided, used or made available by or to you on, through or in relation to the Site or the App (including, without limitation, the Services, and those products and services offered, sold, marketed or provided by Providers or others on, through or in relation to the Site or the App), the Parties' relationship and all disputes, controversies, and claims arising from or in connection with any of the foregoing (whether grounded in contract, tort, statute, law, or equity) shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas in the United States of America and applicable federal law of the United States of America, regardless of its place of execution, its place of performance, and any conflicts of law analysis. For the avoidance of any doubt, the United Nations Convention on Contracts for the International Sale of Goods shall have no application whatsoever.
- **Dispute Resolution**
- **Binding Arbitration; Waiver** Each Party hereby irrevocably submits all disputes, controversies and claims arising from or concerning this Agreement, any additional terms, conditions, or policies referenced herein (including the Privacy Policy, and the Copyright Statement), your visit, access, registration with or use of the Site, the App or the Services, any transactions made on, through or in relation to the Site or the App, any products or services offered, sold, purchased, marketed, provided, used or made available by or to you on, through or in relation to the Site or the App (including, without limitation, the Services, and those products and services offered, sold, marketed or provided by Providers or others on, through or in relation to the Site or the App) and/or the Parties' relationship (whether grounded in contract, tort, statute, law or equity) (collectively, the "Dispute(s)") to binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. (a/k/a JAMS) or its successor ("JAMS") for the resolution thereof, and such arbitration shall be the sole and exclusive method for resolving the Disputes. The arbitration shall be binding, final and confidential. EACH PARTY ACKNOWLEDGES AND AGREES THAT HE/SHE/IT IS WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION PROCEEDING.
- **Arbitration Rules** The arbitration shall be conducted before a single arbitrator under the then-current JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"), as supplemented by the

Federal Rules of Civil Procedure and the Federal Rules of Evidence if and where applicable as a gap-filler. If there is any conflict between a provision of the JAMS Rules, the Federal Rules of Civil Procedure, the Federal Rules of Evidence, or this Agreement, then the conflicting provision of this Agreement shall control and govern over the JAMS Rules, the Federal Rules of Civil Procedure and the Federal Rules of Evidence; and the JAMS Rules shall control and govern over the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The construction, interpretation, and enforcement of this section 26 is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

- **Arbitration Process, Location, and Procedures** the Party initiating the arbitration proceeding shall serve a written notice of arbitration on the other Party in accordance with the JAMS Rules. The arbitration shall be held in Austin, Texas, United States of America; or, if that forum is not permitted under the JAMS Rules or the arbitrator's interpretation of the JAMS Rules, then in the city where the JAMS office in closest proximity to Austin, Texas, United States of America is located (with that city currently being Dallas, Texas, United States of America). The arbitration shall be conducted in the English language. The arbitrator shall be selected in accordance with the JAMS Rules, unless otherwise agreed to by the parties to the arbitration. All issues or questions concerning either the scope of this arbitration clause or the arbitrability of any of the Disputes shall be referred to and finally decided by the arbitrator. The arbitrator may construe or interpret, but shall not vary or ignore, the terms and conditions of this Agreement and shall be bound by applicable law.
- **Arbitration Decisions and Awards** The arbitrator shall render a written final decision on the subject Dispute as soon as practicable and in any event not more than forty-five (45) days after the close of evidence and briefing. The arbitrator's decision shall be written, shall be in accordance with applicable law, and shall be supported by written findings of fact and conclusions of law setting forth the basis for his/her decision. The arbitrator shall have no authority to award punitive, exemplary or consequential damages, unless such an award is authorized by applicable law. The arbitrator shall have the authority to award attorney fees and expenses if such an award is permitted under this Agreement or applicable law. Subject to any applicable rights of appeal, the final decision of the arbitrator shall be binding and conclusive upon all of the Parties who have been served with proper written notice of the arbitration proceeding as required by this section 26. Judgment on any award rendered by the arbitrator may be confirmed in any state or federal court having jurisdiction thereof that is located in the State of Texas and may be entered in and enforced by any domestic, foreign, or international court having appropriate subject matter jurisdiction. Any decision, judgment, ruling, finding, award or other determination of the arbitrator and any information disclosed in the course of any arbitration hereunder shall be kept confidential by the Parties, and any court order to enforce the decision, judgment, ruling, finding, award or other determination of the arbitrator shall be filed under seal.
- **Arbitration Fees and Expenses** JAMS's administrative and filing fees, the arbitrator's fees and expenses and all other fees and expenses charged by JAMS and/or the arbitrator to administer or conduct the arbitration shall be shared equally among all parties to the arbitration; provided, however, that the prevailing party of the arbitration may recover an award of its share of such fees and expenses if such an award is permitted under this Agreement or applicable law.

- **Litigation; Waiver** In the event a particular Dispute is not subject to arbitration (whether by decision of an arbitrator with binding authority, or otherwise according to this Agreement or applicable law), each Party hereby irrevocably submits to the exclusive personal jurisdiction and venue of the state courts of the State of Texas in Travis County, Texas, United States of America and the United States federal courts in the Western District of Texas, Austin Division, for the litigation of said Dispute, and covenant and agree that neither of the foregoing is an inconvenient venue or forum.
- **Waiver of Jury Trial and Class Action** REGARDLESS OF WHETHER A PARTICULAR DISPUTE IS SUBJECT TO ARBITRATION OR LITIGATION, EACH PARTY DOES HEREBY WAIVE HIS/HER/ITS RIGHT TO A TRIAL BY JURY, TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDING OR TO NAME UNNAMED MEMBERS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDINGS.
- **Notice** Unless otherwise expressly stated in this Agreement, Sunglow may give or deliver all other notices to you by means of a general notice posted on this or another page of the Site or the App, emailed to the email address associated with your User Account or posted to your User Account, as applicable and as Sunglow deems appropriate in its sole discretion, and shall be deemed effective as of their stated effective or modification date.
- **Relationship** In no event shall this Agreement, the Site, the App, the Services, the exercise or performance of a Party's rights or obligations under this Agreement, or a Party's visit to, access of, registration with or use of the Site, the App or the Services create any type of fiduciary, franchise, agency, employment, independent contractor, partnership or joint venture relationship between you or Sunglow.
- **Several Notes About This Agreement and Apple** The following addresses certain matters with respect to Apple Inc. ("Apple") and/or the so-called "Usage Rules" set forth in Apple's App Store [Terms of Service](http://www.apple.com/legal/internet-services/itunes/us/terms.html) (located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>) as of the effective date hereof ("Apple's Usage Rules"):
- **Several Notes About This Agreement and Apple** The following addresses certain matters with respect to Apple Inc. ("Apple") and/or the so-called "Usage Rules" set forth in Apple's App Store Terms of Service (located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>) as of the effective date hereof ("Apple's Usage Rules"):
- **Acknowledgement. The Parties hereby acknowledge that:**
 - this Agreement is between the Parties only and not with Apple;
 - Apple is not responsible for the App or the content thereof;
 - Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
 - Apple is not responsible for addressing any claims you or any third party have or may have relating to the App or your possession and/or use of the App, including, without limitation, (i) product liability claims, (ii) any claim that such App fails to conform to any applicable legal or regulatory requirement, (iii) claims arising under consumer protection or similar legislation, and (iv) intellectual property infringement claims;

- this Agreement's usage rules for the App are not intended to be less restrictive than Apple's Usage Rules;
- Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement; and
- Upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary hereof.
- **Amended Scope of Limited License – The App** If you download, access or use the App from or through Apple's App Store, then the limited license(s) granted to you hereunder with respect to the App (see section 8(b) above) is/are hereby amended to add the following restriction: you may not use the App on any device other than the Apple-brand device (e.g., iPhone, iPod Touch, iPad) that you own or control or in any manner that is contrary to Apple's Usage Rules.
- **Miscellaneous**
- **Electronic Signatures** IF YOUR ACCEPTANCE OF THIS AGREEMENT IS FURTHER EVIDENCED BY YOUR AFFIRMATIVE ASSENT TO THE SAME (E.G., BY A "CHECK THE BOX" ACKNOWLEDGMENT PROCEDURE), THEN THAT AFFIRMATIVE ASSENT IS THE EQUIVALENT OF YOUR ELECTRONIC SIGNATURE TO THIS AGREEMENT. HOWEVER, FOR THE AVOIDANCE OF DOUBT, YOUR ELECTRONIC SIGNATURE IS NOT REQUIRED TO EVIDENCE OR FACILITATE YOUR ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT, AS YOU AGREE THAT THE CONDUCT DESCRIBED IN THIS AGREEMENT AS RELATING TO YOUR ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT ALONE SUFFICES.
- **Excused Performance** Sunglow is hereby excused for any failure to perform under this Agreement to the extent that its performance is prevented by any reason outside of its reasonable control or that may be characterized as a force majeure event.
- **Assignment and Delegation**, you shall not assign, delegate, or otherwise transfer any of your rights or obligations under this Agreement without Sunglow's prior written consent in each instance.
- **Construction and Interpretation** This Agreement shall be construed to have been drafted by all of the Parties, so that any rule of construction or interpretation that construes or interprets ambiguities against the drafter shall have no force or effect.
- **Headings** Section headings are inserted in this Agreement for reference and convenience only and shall not interpret, define, limit or describe the scope, intent, terms or conditions of this Agreement.
- **Severability** If any term or condition of this Agreement is deemed invalid or unenforceable by the arbitrator or (if applicable) a court of law with binding authority, then the remaining terms and conditions shall not be affected and said arbitrator or court of law shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law and consistent with the intent of this Agreement.
- **Entire Agreement** This Agreement, together with those additional terms, conditions, and policies referenced herein and/or made available herein by hyperlink (including the Privacy Policy, and the Copyright Statement), constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof; supersedes any prior agreements and understandings, if any, between the Parties with respect to such subject matter; and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

- **Contact Us** Please direct any questions you may have about the Site, the App, the Services or this Agreement to info@sunglowproduction.com, with a subject line of “Sunglow Question.” The foregoing contact information may change from time-to-time by supplementation, amendment, or modification of this Agreement.