

OVERVIEW

Thank you for visiting ORANGE & BERGAMOT (“O&B”). Throughout the site, the terms “we”, “us” and “our” refer to O&B. O&B offers this website to you conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

1. ACCEPTANCE AND CHANGES

Because this page contains legal obligations (including limitations on liability, arbitration provisions and a class action waiver among other terms), please read them carefully. By accessing, viewing or using any of our services, (i) you acknowledge that you have read, understand, and agree to be bound by and subject to these Terms of Service (and our Privacy Policy) unless separate terms are offered by you in writing and accepted in writing by O&B and (ii) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the goods offered herein. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services

We reserve the right, in our sole discretion, to change these Terms of Service at any time by posting revised terms on the site. Notice of these changes will be posted on the homepage of this Website and the revised Terms of Service will take effect seven (7) days after their publication on the Service. In the event we make material changes to the Terms of Service we will also notify you via email at the address we have on file. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

2. MODIFICATIONS TO O&B AND PRICES

The information on O&B does not constitute a binding offer to sell products described on the site or to make such products available in your area. We reserve the right at any time after receipt of your order to accept or decline your order, or any portion thereof, in our sole discretion, even after your receipt of an order confirmation or after your credit card has been charged. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail address provided at the time the order was made.

The prices displayed on the site are quoted in U.S. dollars and are intended to be valid and effective only in the United States. In the event an offering is listed at an incorrect price, we have the right to refuse or cancel orders placed for the offering listed at the incorrect price, regardless of whether the order has been confirmed or your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will issue a credit to your credit card account.

Prices for our services are subject to change without notice. We reserve the right at any time to modify or discontinue O&B (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of O&B.

We reserve the right, but are not obligated, to limit the sales of our services to any person, geographic

region or jurisdiction. We may exercise this right on a case-by-case basis.

3. YOUR OBLIGATIONS

You agree to provide current, complete and accurate purchase and account information for all purchases made. You agree that you may only use O&B if you are thirteen (13) years of age or older and may not resell any O&B offering to any other individual or entity.

4. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

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8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THIS SITE IS PROVIDED BY O&B ON AN "AS IS" AND "AS AVAILABLE" BASIS. O&B MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, O&B DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. O&B DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM O&B ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. O&B WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL O&B OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE (WHETHER IN AN ACTION ARISING FROM CONTRACT OR TORT) FOR

- (i) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF O&B HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY OTHER MATTER RELATING TO THIS WEBSITE AND/OR GOODS AND SERVICES OFFERED THEREBY,
- (ii) ANY DISCLOSURE OF INFORMATION PROVIDED TO O&B (EVEN IF SUCH DISCLOSURE IS CAUSED BY THE NEGLIGENCE OF O&B), EXCEPT TO THE EXTENT THAT SUCH IMPROPER DISCLOSURE IS DIRECTLY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF O&B.
- (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE;
- (iv) THE OCCURRENCE OF A FORCE MAJEURE EVENT INCLUDING, ACTS OF NATURE,

FORCES, OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS; RIOTS, ACTS OF WAR, TERRORISM, INSURRECTION, REBELLION OR EMBARGO; or CREDIBLE THREATS OF ANY OF THE ABOVE; and/or

(v) ANY OTHER MATTER RELATING TO THE SITE HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE).

IN NO EVENT SHALL O&B 'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OTHERWISE EXCEED THE LESSER OF THE AMOUNT PAID FOR ANY SERVICE IN QUESTION OR FIFTY U.S. DOLLARS (\$50). THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of California without reference to its conflict of laws principles (but excluding Section 1283.1 of the California Code of Civil Procedure and the United Nations Convention on Contracts for the International Sale of Goods).

Any dispute, controversy or other claim arising out of this Agreement shall be resolved by arbitration conducted in English in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to this section holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate will not apply and the Dispute must be brought exclusively in the state and federal courts serving Los Angeles County, California.

For any claim where the total amount of the award sought is \$10,000 or less: (a) the arbitration shall be conducted solely based on telephone or online appearances and/or written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Los Angeles, California. You hereby consent to such exclusive venue and jurisdiction of the AAA and state and federal courts serving Los Angeles County, California. Unless otherwise agreed by the parties, the arbitration panel shall consist of one arbitrator chosen in accordance with the rules of the AAA. Any such arbitrator shall be knowledgeable in the subject area in which the dispute arises. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party, provided that, where appropriate, the arbitrator may receive testimony via telephone, video or other electronic means of communication. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. For purposes hereof, prevailing party is defined as the party whose last settlement proposal prior to hearing in

this matter is closest to the final decision. In no event shall the arbiter award punitive or exemplary damages. The parties waive any right they may have to an appeal of the arbitrator's decision and/or award. Each party retains the right to seek judicial assistance: (i) to compel arbitration, (ii) to obtain interim measures of protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information; (iv) for any claims of infringement or misappropriation of WMD's patent, copyright, trademark, or trade secrets; and (v) to enforce any decision of the arbitrator, including the final award.

For all disputes you may have, whether pursued in court or arbitration, you must first give O&B an opportunity to resolve the dispute by providing written notification to [insert email address] and via postal mail to Orange & Bergamot, LLC 2525 Michigan Ave. Suite J2/J3, Santa Monica, CA 90404, stating (i) your name, (ii) your address, (iii) a written description of your Claim, and (iv) a description of the specific relief you seek. If O&B does not resolve the Dispute within 30 days after it receives your written notification, you may pursue your dispute as set forth above.

10. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on O&B or in respect to O&B constitutes the entire agreement and understanding between you and us and govern your use of O&B, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

11. CALIFORNIA CONSUMER NOTICE

Under California Civil Code Section 1789.3, California Website users are entitled to know that they may file grievances and complaints with: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at dca@dca.ca.gov.

12. CONTACT

Questions about the Terms of Service should be sent to hello@orangeandbergamot.com.

