

## **Terms of Use**

Effective Date: September 19th, 2024

For a printable version of the Privacy Policy, please click [here](#).

Please read these Terms of Use (“Terms”) carefully. They govern your use of the websites, mobile applications, and other online platforms operated by JSALINAS LLC (“JS,” “we,” “us” or “our”) where these Terms are posted, and all services and features available thereon (collectively, the “Sites”).

These Terms represent a binding contract between JS and you. By creating an account or otherwise using the Sites (except for the limited purpose of reviewing these Terms or other agreements or policies on the Sites), you expressly represent that you (i) are legally competent to enter into this agreement, (ii) agree to be bound by these Terms, and (iii) have reached the age of majority in your jurisdiction of residence. If you do not agree to be bound by any provision of the Terms, or if these Terms are not enforceable where you are located, you may not use the Sites.

If you are an individual using the Sites on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated (an “organization”), then you are agreeing to these Terms on behalf of yourself and such organization, and you represent and warrant that you have the legal authority to bind such organization to these Terms. In that case, references to “you” and “your” in these Terms will refer to both the individual using the Sites and to any such organization, unless context requires otherwise.

Certain areas, features, or functionalities of the Sites may be subject to different or additional terms, rules, guidelines or policies (“Additional Terms”), and we may provide such Additional Terms to you via postings, pop-up notices, links, or other means. All Additional Terms are hereby incorporated by reference into these Terms. Any reference to the “Terms” in this agreement includes the Additional Terms. From time to time, such Additional Terms may conflict with these Terms. In the event of such a conflict, the Additional Terms will control.

**NOTICE REGARDING ARBITRATION: PLEASE NOTE THE ARBITRATION REQUIREMENT AND CLASS ACTION WAIVER SET FORTH IN THESE TERMS, WHICH, SUBJECT TO SOME LIMITED EXCEPTIONS, REQUIRES YOU TO ARBITRATE CLAIMS YOU MAY HAVE AGAINST US ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.**

### **ACCOUNT CREATION AND PASSWORDS**

To access certain portions of the Sites, you may be required to create an account. You agree to provide truthful and accurate information during the account creation process. You also agree to maintain the accuracy of any submitted data. If you provide any information that is untrue, inaccurate, or incomplete, or otherwise act in a false or misleading manner during the account creation process, we reserve the right to terminate your account and suspend your use of the Sites.

Further, you are responsible for preserving the confidentiality of your account password and agree to notify us of any known or suspected unauthorized use of your account. You agree that you are responsible for all acts or omissions that occur on your account while your password is being used.

### **OWNERSHIP OF THE SITES**

The content, features and functionalities of the Sites, including all information, text, graphics, Trademarks (defined below), button icons, images, audio clips, video clips, data compilations, and the design, selection and arrangement thereof (the “JS Content”), are the exclusive property of JS or our licensors and may not be used or exploited in any way without our prior written consent.

We are providing you with access to the Sites and the JS Content pursuant to a limited, non-exclusive, non-sub-licensable, non-transferable, revocable license. You may use the Sites and the JS Content solely for non-commercial purposes and subject to these Terms. This license is available to you unless and until you or we terminate these Terms, we otherwise suspend your access to the Sites, or you are barred from using the Sites by applicable law. JS reserves all right, title, and interest not expressly granted under this license to the fullest extent possible under applicable law.

Under this license, you are permitted to use the Sites and the JS Content in the following ways: (i) you may access and browse the Sites, and use the features and functionalities made available to you thereon, using a device that you own or are authorized to use (a “Device”); (ii) you may download the JS Content from the Sites and print out a hard copy, provided that you do not modify the JS Content and do not remove or alter any copyright or other notice contained thereon; (iii) you may install a copy of any mobile applications that we make available from time to time (collectively, the “Apps”) on a Device; and (iv) your Device may temporarily store copies of the JS Content incidental to your use of the Sites.

Otherwise, you may not modify, copy, distribute, display, reproduce, sell, license, create derivative works from, or otherwise use or exploit the JS Content, in whole or in part, in any manner, without the prior written authorization of JS or the applicable licensor. Further, without the prior written permission of JS, you may not frame, or make it appear that a third-party website or service is presenting or endorsing, any aspect of the Sites or incorporate any of the JS Content into another website or other service. Unauthorized use of the JS Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable laws. You agree to comply with reasonable written requests from us to help us protect our proprietary and intellectual property rights.

The JS Content includes the trademarks, service marks, logos, slogans, trade names, and trade dress used on the Sites (the “Trademarks”). The absence of a trademark notice or symbol indicating the registration or ownership of a Trademark does not constitute a waiver of JS’s or its licensors’ rights. These Terms do not grant you any rights to use the Trademarks. Under no circumstances are you permitted to use the Trademarks in a manner that creates a likelihood of consumer confusion as the source or identity of any products or services or the ownership of any trademark.

## **USER CONTENT & LICENSE GRANT TO JS**

Certain aspects of the Sites may permit users to submit, post, link, send, share, or otherwise make available information and content (“User Content”). User Content has not necessarily been reviewed or approved by JS, and we, therefore, make no representations or warranties as to the accuracy, reliability, completeness or timeliness of any such content. Any views or opinions expressed in User Content belong to the users who shared the content and not to JS. Your reliance on any User Content is done entirely at your own risk. YOU UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY RELATED TO, ANY USER CONTENT, INCLUDING YOUR RELIANCE ON ANY SUCH CONTENT.

You will retain ownership of any intellectual property rights that you own in your User Content, but, in exchange for the opportunity to use the Sites, you automatically grant, or warrant that the owner of such content has expressly granted, to JS a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, display, and otherwise use and exploit your User Content for any purpose (commercial or otherwise) and in any media, medium, form, format, and forum now known or hereafter developed. We may sublicense these rights through multiple tiers of sublicenses.

User Content shall not be deemed confidential, and we shall not have any obligation to keep any such material confidential. JS shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products and services incorporating such information.

## **SITE TRANSACTIONS**

### **1. Orders**

The Sites allow users to make purchases of products (“Orders”). The default currency on the Sites is U.S. dollars (USD). We may provide options to allow users to select different currencies, in which case the currency displayed on the Sites will be the one you select. The prices listed any shipping-related costs, but not taxes. Before placing an Order, you will be provided with a final overview identifying the products you have selected and the price that you owe, which will include shipping costs and may include estimated taxes, depending on the applicable jurisdiction.

If you wish to place an Order on the Sites, you will be asked to supply certain information relevant to your Order, including information about your method of payment, your billing address, and your shipping information. We currently accept the following methods of payment: Visa debit or credit cards and Mastercard debit or credit cards YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY PAYMENT CARD OR OTHER METHOD UTILIZED IN CONNECTION WITH YOUR ORDER.

You further agree to provide current, complete, and accurate information for all Orders placed on the Sites. You agree to promptly update your account and other information, as applicable, so that we can complete your Order and contact you as needed. By submitting any information in connection with an Order, you grant to JS the right to provide such

information to third parties for purposes of facilitating the completion of Orders placed by you or on your behalf.

Verification may be required prior to the acknowledgment or completion of an Order.

Your placement of an Order on the Sites constitutes a request to purchase the relevant product or service from us. As such, your receipt of an Order confirmation email or similar acknowledgment means that your request has been received; it does not mean that the Order has been accepted or that the price or availability of the product(s) has been confirmed. We reserve the right to refuse service, terminate accounts, or cancel or modify Orders and shall have no liability to you other than refunding your Order, if applicable. Without limiting the foregoing sentence, we may limit quantities purchased per person, per household, or per Order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or Orders that use the same billing and/or shipping address. We also reserve the right to ship the components of a single Order in multiple shipments. If the transaction is refused by any third party involved in processing your payment, we will cancel your order and shall have no liability to you for the same. If we make a change to or cancel an Order, we will attempt to notify you by contacting the email and/or billing phone number provided at the time the Order was placed.

PURCHASE OF OUR PRODUCTS FOR RESALE PURPOSES IS PROHIBITED. WE RESERVE THE RIGHT TO LIMIT OR PROHIBIT ORDERS THAT APPEAR TO BE PLACED BY UNAUTHORIZED DEALERS, RESELLERS OR DISTRIBUTORS, AND TO CEASE DOING BUSINESS WITH SUCH CUSTOMERS, WITH NO FURTHER NOTICE.

You agree to pay all charges that may be incurred by you or on your behalf through the Sites, at the price in effect when such charges are incurred, including all shipping-related charges. You remain solely responsible for any taxes and duties that may be applicable to your Orders, regardless of whether tax is included in the purchase price of your Order. Further, it is your responsibility to ascertain and obey all applicable local, state, federal, and international laws in regard to the receipt, possession, use, and sale of any item purchased from the Sites. By placing an Order, you represent that the products ordered will be used only in a lawful manner. Any offer for any product or service made on the Sites is void where prohibited. By placing an Order, you agree to receive a receipt for the purchase in electronic form. The receipt will be issued in the name of the person or company that placed the Order.

For information on your ability to cancel an Order after it has been placed, please consult our [Return, Cancellation & Exchange Policy](#) (the "Return Policy"), which is hereby incorporated into these Terms by reference.

## 2. Shipping

We currently ship to all countries except the following:

Afghanistan, Aland Islands, Ascension Island, Belarus, British Indian Ocean Territory, Central African Republic, Christmas Island, Cocos (Keeling) Islands, Congo - Brazzaville, Congo - Kinshasa, Côte d'Ivoire, Eritrea, French Southern Territories, Iraq, Isle of Man, Kosovo, Lebanon, Liberia, Libya, Mali, Myanmar (Burma), Niger, Norfolk Island, Palestinian Territories, Pitcairn Islands, Russia, Saint Martin, Somalia, South Georgia & South Sandwich Islands, South Sudan, St. Pierre & Miquelon, Sudan, Svalbard & Jan Mayen,

Tajikistan, Tokelau, Tristan da Cunha, Turkmenistan, U.S. Outlying Islands, Ukraine, Vatican City, Venezuela, Wallis & Futuna, Western Sahara, Yemen, Zimbabwe.

We reserve the right to modify the foregoing list of countries to which we ship without notice. The location to which you request shipment will impact the duties and taxes applicable to your order, and may also impact arrival time due to carrier restrictions in certain regions. The shipping options that we provide, along with the corresponding shipping fees, are provided at checkout. Preorders ship according to the shipping details listed on the applicable product page.

Our shipping services will be suspended due to warehouse closures on certain U.S. holidays or holidays at JS's manufacturing or storage location. Please plan accordingly as Orders placed on these days will not be processed until the following business day. Once processed, Orders will be shipped using FedEx. All risk of loss for and title to products purchased on the Sites passes to you upon our delivery of the Order to FedEx.

You will receive a shipping confirmation email containing your tracking number once your Order has been shipped. You can visit your account on the Sites to check the most up-to-date status of your Order.

Shipping charges are non-refundable. If the delivery of an Order is refused or otherwise undeliverable, or if you return your order, you will be held responsible for the original shipping charges.

### 3. Delivery

To help ensure that your Order is properly delivered, please take care to enter your address fully and correctly, with correct abbreviations and spaces inserted properly. You will receive a notification when your Order is out for delivery. If delivery cannot be completed, the carrier will leave a note and will attempt to contact you by phone. After two failed attempts, you must contact the carrier in order to continue with the delivery. If the delivery of an Order is refused or otherwise undeliverable, you will be held responsible for the original shipping charges and the cost of returning the package to us. While you will obtain a refund for the purchase price of the product(s), all applicable shipping costs will be deducted from your refund.

We take no responsibility, and you hereby acknowledge and agree that we shall not be liable to you in any way for, any delays or complications resulting from (1) your provision of incorrect information when placing an Order, (2) the carrier's inability to complete delivery, or (3) any other matters relating to the shipment, transport, handling, or delivery of your Order after we have provided the Order to the carrier.

### **PRODUCT DESCRIPTION, PRODUCT AVAILABILITY & PRICING INFORMATION**

JS strives to be as accurate as possible and eliminate errors on the Sites. However, there may be information on the Sites that contains typographical errors, inaccuracies, or omissions and they may relate to product descriptions, pricing, promotions, offers and/or availability. Certain products displayed on the Sites may have limited quantities and may not always be available, or may be available only in certain geographic regions.

We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information on the Sites at any time and without prior notice (including after you have submitted an order). In the event that any errors, inaccuracies, or omissions affect an order you have already placed, or if you are otherwise dissatisfied with your Order, your sole remedy is to return, or exchange your Order, to the extent available under our [Return Policy](#). The prices displayed on the Sites are subject to change without notice.

Similarly, we strive to display the colors of our products as accurately as possible, but we cannot guarantee that your monitor's or other device's display of these colors will always be accurate. Minor differences in color and other variations in the products displayed on the Sites may be possible as a result of differences in display technologies or other technical reasons.

## **USER CONDUCT**

By using the Sites, you agree not to share any User Content or otherwise use the Sites in any manner that:

- Is designed to interrupt, destroy or limit the functionality of, any computer software or hardware or telecommunications equipment (including by means of software viruses or any other computer code, files or programs);
- Interferes with or disrupts the proper functioning of the Sites or the services connected to the Sites;
- Infringes any copyright, trademark, trade secret, patent or other right of any party, or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);
- Consists of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Causes JS to lose (in whole or in part) the services of our Internet service providers or other suppliers;
- Links to materials or other content, directly or indirectly, to which you do not have a right to link;
- Is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or discriminatory on the basis of race, nationality, ethnicity, sex, sexuality, gender, age, or disability;
- Copies, modifies, creates a derivative work of, reverse engineers, decompiles or otherwise attempts to extract the source code of the software underlying the Sites or any portion thereof;
- Violates, or encourages anyone to violate, these Terms or any applicable local, state, national, or international law, regulation, or order.

JS shall have the right, but not the obligation, to monitor, evaluate, and analyze use the Sites for the purpose of determining and enforcing compliance with these Terms. JS shall be free to delete, remove, or refuse to post any User Content if we determine that the content

violates these Terms. You further agree that JS shall not be responsible for or liable to you with respect to any other user's conduct that is prohibited under these Terms.

You agree that JS has the right to (i) disclose your identity or other relevant information about you to any third party who claims that User Content posted by you violates their rights; (ii) take legal action, including referral to law enforcement, with respect to any illegal or unauthorized use of the Sites; and (iii) cooperate with law enforcement authorities or court orders requesting or directing us to disclose the identity or other information of any user of the Sites. You hereby waive any claims related to or resulting from any action or inaction of JS with respect to (i) monitoring the use of the Sites; (ii) deleting, removing, modifying, or refusing to post any User Content; (iii) determining or enforcing compliance with these Terms; and (iv) cooperating with law enforcement on any matter related to the Sites.

Notwithstanding the use restrictions in this section, nothing in these Terms shall prohibit or restrict your ability to (i) make any "statement" protected by Cal. Civ. Code § 1670.8; (ii) engage in a "covered communication" as defined by the Consumer Review Fairness Act, 15 U.S.C.A. § 45b; or (ii) express or publish any review, performance assessment, or similar analysis (collectively, "Reviews") about JS, its employees or agents, or its products or services, to the extent that such Reviews are protected under applicable law.

#### **LINKS TO THE SITES**

You are permitted to establish a hyperlink to the homepage of the Sites, provided that (i) you do so in a manner that is fair, legal, and does not state or imply any sponsorship, endorsement of or affiliation with the originating website, application, or service (the "Originating Site") by JS absent our express, written consent; (ii) the Originating Site contains no content that you would be prohibited from posting on the Sites pursuant to these Terms or any applicable law; (iii) the Originating Site is owned by you or you have express written consent from the owner to establish the link; and (iv) you do not establish a deep-link or otherwise link to any page other than the homepage of the Sites. You agree to cooperate with us as requested to remove any links that we determine violate these Terms. We reserve the right to withdraw linking permission at any time and without notice.

#### **LINKS TO EXTERNAL SITES**

The Sites may contain links to other websites, services, or platforms ("External Sites"). We are not responsible for the availability of External Sites, nor do we endorse the activities or services provided by External Sites. UNDER NO CIRCUMSTANCES SHALL WE BE HELD RESPONSIBLE OR LIABLE, DIRECTLY, OR INDIRECTLY, FOR ANY LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY YOUR USE OF OR RELIANCE ON ANY CONTENT, GOODS, OR SERVICES AVAILABLE ON EXTERNAL SITES.

#### **PRIVACY**

Your submission of personal information through the Sites is governed by our [Privacy Policy](#), which is hereby incorporated into these Terms by reference.

## **DISCLAIMER OF WARRANTIES**

### **1. THE SITES**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITES AND THE JS CONTENT ARE PROVIDED "AS IS." JS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SITES OR THE CONTENT OR COMMUNICATIONS ON THE SITES, OR ANY WEBSITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITES, TO THE EXTENT PERMITTED BY LAW. JS DISCLAIMS ANY IMPLIED WARRANTIES THAT THE SITES AND THE SOFTWARE, CONTENT, SERVICES, AND INFORMATION DISTRIBUTED THROUGH THE SITES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JS OR A REPRESENTATIVE SHALL CREATE A WARRANTY.

WE DO NOT GUARANTEE THAT THE SITES WILL MEET YOUR REQUIREMENTS, OR THAT THEY ARE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE SERVICES THAT MAY BE OBTAINED FROM THE USE OF THE SITES, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, AND ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT ALL TIMES OR LOCATIONS OF YOUR CHOOSING.

FURTHER, JS DOES NOT ENDORSE AND MAKES NO WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF ANY OPINION, INFORMATION, ADVICE OR STATEMENT ON THE SITES. UNDER NO CIRCUMSTANCES WILL JS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SITES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITES.

### **2. PRODUCTS**

YOU UNDERSTAND AND AGREE THAT, UNLESS WE EXPRESSLY STATE IN WRITING THAT A WARRANTY APPLIES, THE PRODUCTS AVAILABLE ON THE SITES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

### **3. ADDITIONAL RIGHTS**

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. AS SUCH, THE EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART. FOR CLARIFICATION, NOTHING IN THESE TERMS SEEKS TO EXCLUDE OR LIMIT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. HOWEVER, YOU AGREE THAT THE TERMS OF THIS SECTION SHALL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.



## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JS, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, ADVISORS OR LICENSORS (THE "RELEASED PARTIES") BE LIABLE FOR ANY OF THE FOLLOWING DAMAGES (IF ANY) ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITES OR ANY PRODUCTS OBTAINED BY YOU THROUGH THE SITES: (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, REVENUE, OR PROFITS (WHETHER DIRECT OR INDIRECT); (3) ANY DAMAGES, INCLUDING FOR ANY DELAY OR FAILURE IN PERFORMANCE, ARISING FROM CAUSES BEYOND THEIR REASONABLE CONTROL; OR (5) ANY DAMAGES ARISING FROM THE CONDUCT OF, OR YOUR INTERACTIONS WITH, OTHER USERS OF THE SITES, IN ALL CASES REGARDLESS OF LEGAL THEORY, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

IN ADDITION, WHEN USING THE SITES, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM WHICH IS BEYOND THE CONTROL AND JURISDICTION OF THE RELEASED PARTIES. ACCORDINGLY, THE RELEASED PARTIES SHALL HAVE NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE SITES.

SUBJECT TO THE PRECEDING TERMS OF THIS SECTION, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE RELEASED PARTIES IN CONNECTION WITH ANY DISPUTE (DEFINED BELOW) EXCEED THE GREATER OF (I) \$100 USD OR (II) THE AMOUNT YOU PAID TO JS IN CONNECTION WITH YOUR USE OF THE SITES IN THE 12-MONTH PERIOD PRECEDING THE DATE ON WHICH YOUR FIRST CLAIM RELATED TO THE DISPUTE AROSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITY OR DAMAGES. AS SUCH, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU, IN WHOLE OR IN PART. FOR CLARIFICATION, NOTHING IN THESE TERMS SEEKS TO EXCLUDE OR LIMIT ANY DAMAGES OR LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. HOWEVER, YOU AGREE THAT THE TERMS OF THIS SECTION SHALL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **INDEMNIFICATION**

You agree to indemnify, hold harmless, and (at JS's option) defend JS from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from (i) your breach of these Terms; (ii) any User Content shared you; (iii) any activity in which you engage on or through the Sites; and (iv) your violation of any law or the rights of a third party.

We reserve the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with us if and as requested by us in the defense and settlement of such matter. In any case, you agree never to settle any matter for which your indemnification is required absent our prior written consent.

## **DISPUTES;**

If there is any controversy, claim, action, or dispute between you and JS arising out of or related to your use of the Sites or the breach, enforcement, interpretation, or validity of these Terms or any part of them (“Dispute”), you and JS agree to resolve the Dispute through the dispute resolution procedures set forth in this section, even if that Dispute arose prior to the Effective Date of these Terms.

### **1. Informal Dispute Resolution**

You and JS agree to first attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve the Dispute informally. The party with the complaint (the “Complaining Party”) shall send written notice to the other party (the “Receiving Party”) describing the facts and circumstances of the Dispute (a “Dispute Notice”).

All Dispute Notices must: (i) be signed by the Complaining Party; (ii) include the Complaining Party’s name, physical address, and email address; (iii) describe with specificity the nature and basis of the Dispute in a manner sufficient for the Receiving Party to evaluate the merits of the Complaining Party’s individualized claim, and (iv) set forth the alleged damage and harm suffered and the specific relief sought with a calculation for it. Each Dispute Notice is limited to a single Dispute between you and JS. As such, your Dispute and the Disputes of other parties may not be combined into a single Dispute Notice.

Dispute Notices shall be sent to:

- To JS: You must send notice (i) by electronic mail to [jsalinas@jsalinas.pe](mailto:jsalinas@jsalinas.pe) and (ii) by phone or whatsapp +51 934 644 908
- To You: We will send notice by (i) first class or certified mail to the physical address we have on file for you (if any) and (ii) by email to the email address we have on file for you (if any). If we do not have any address on file for you, or if we are, for any reason, unable to provide notice via the contact information on file, we reserve the right to provide notice by other reasonable means.

You and JS will attempt to resolve the Dispute through informal negotiation within sixty (60) days beginning on the date that a valid Dispute Notice is sent (the “Informal Negotiation Period”). During the Informal Negotiation Period, the parties are required to conduct an individual meet-and-confer in person, or via teleconference or videoconference, that addresses only the Dispute between you and JS (the “Conference”). If you are represented by counsel, your counsel may participate in the Conference, but you will also need to participate. JS will participate in the Conference through one or more representatives, which may include our counsel.

Both you and JS agree that the foregoing dispute resolution procedure (the “Informal Dispute Resolution Procedure”) is a condition precedent that must be satisfied before initiating any arbitration or litigation against the other party. If any aspect or requirement of the Informal Dispute Resolution Procedure has not been completed or satisfied, the parties agree that (i) a court of competent jurisdiction can enjoin the filing or prosecution of any arbitration or litigation and (ii) unless prohibited by law, no arbitration administrator shall accept or administer any arbitration or demand fees in connection with the Dispute.

## 2. Individual Litigation

IF ANY DISPUTE CANNOT BE RESOLVED BY THE INFORMAL DISPUTE RESOLUTION PROCEDURE, YOU ARE AVAILABLE TO REQUIRE THE ATTENTION OF FEDERAL, STATE, OR LOCAL COURT.

In addition, nothing in these Terms prohibits you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

### **CHOICE OF LAW & FORUM**

These Terms have been made in and shall be construed in accordance with the laws of the United States without giving effect to any conflict of laws principles. Further, you and JS acknowledge that these Terms evidence a transaction involving interstate commerce.

### **JURISDICTION; EXPORT CONTROL**

JS controls and operates the Sites from within the United States and makes no representation or warranty that the Sites are appropriate or available for use or access in any location outside of the United States. Anyone using or accessing the Sites from outside the United States does so at their own risk and is responsible for compliance with all applicable laws and regulations, including U.S. and international export control laws and regulations.

### **MODIFICATION AND TERMINATION OF THESE TERMS AND THE SITES**

1. Changes to these Terms. We reserve the right to modify these Terms at any time. When we do so, we will update the “Effective Date” above. For material changes, we will seek to supplement such notice by email, a pop-up message on the Sites, another other prominent notice on the Sites, or by other reasonable means. Your use of the Sites following any changes to these Terms will constitute your acceptance of the Terms as modified.
2. Termination of these Terms. These Terms will continue to apply to you until terminated by either you or JS. We may terminate these Terms or suspend your access to the Sites at any time if we believe you have breached any of these Terms, if we stop providing the Sites or any material component thereof, or as we believe necessary to comply with applicable law. You may terminate these Terms at any time by emailing [customerservice@johannaortiz.com](mailto:customerservice@johannaortiz.com). If you or we terminate these Terms, or if we suspend your access to the Sites, you agree that (i) your right to access and use the Sites ceases immediately and (ii) we shall have no liability or responsibility to you, and (except as expressly provided for in these Terms) we will not refund any amounts that you have already paid.

The following provisions shall survive the termination of these Terms: This section; the sections OWNERSHIP OF THE SITES (excluding the license granted to you), VIDEO CONTENT ON THE SITES, USER CONTENT & LICENSE GRANT TO JS, DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, DISPUTE & ARBITRATION, CHOICE OF LAW & FORUM, and MISCELLANEOUS; and any other provisions of these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms.

3. Modifications to the Sites. We also may change, restrict access to, suspend or discontinue the Sites, or any portion of the Sites, at any time, with or without notice. You acknowledge and agree that JS will not be liable to you or to any third party for any such termination, modification, suspension or discontinuance of the Sites.

## **MISCELLANEOUS**

1. Interpretation. In these Terms, the words “include,” “includes,” and “including” are used in an illustrative sense and shall be construed as if followed by “without limitation.” Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of these Terms. Any limited or specific disclaimers or limitations of liability found in these Terms shall not limit the effect, force, or breadth of any other disclaimers or limitations of liability in these Terms. When these Terms refer to a decision or action that will or may be made or taken by JS, such decision or action shall be made, taken, or refrained from in JS’s sole discretion and judgment.
2. No waiver. If JS does not exercise or enforce any legal right or remedy which is contained in these Terms (or which JS has the benefit of under any applicable law or regulation), such action or inaction shall not be taken to be a formal waiver of JS’s rights, and all such rights or remedies shall still be available to JS.
3. Severability. If any provision of these Terms is held to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
4. Entire Agreement. These Terms (which, for avoidance of doubt, including all Additional Rules) set forth the entire understanding and agreement between us with respect to your use of the Sites.
5. Assignment. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction.
6. Force Majeure. Either party’s obligations under these Terms shall be suspended in the case of any force majeure, which shall include war, riots, uprising, pandemics, local disease outbreaks, social disturbances, strikes of any kind, and supply chain complications.
7. No Relationship. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and JS.
8. Notice to California Residents.
  1. You may reach JS at the contact information provided below in the “CONTACT US” section. California residents may also reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

2. WITH RESPECT TO ANY LIMITATIONS OR DISCLAIMERS OF WARRANTIES OR LIABILITY INCLUDED IN THESE TERMS, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."
  
9. Admissibility. You agree that a printed version of these Terms and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms or your use of the Sites to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **CONTACT US**

If you have any questions, comments, or concerns about these Terms, our contact information is as follows:

[jsalinas@jsalinas.pe](mailto:jsalinas@jsalinas.pe) (general inquiries / returns and exchanges / wholesale inquiries / press)