

Terms of Use

Last updated September, 2018

Welcome to the Willow website, with a home page located at www.hiwillow.com (the "Site" or the "Website" or similar terms, and including all sub-pages and sub-domains).

These Terms of Use are a legal agreement entered into by and between you and ReWoven, Inc. ("ReWoven," "Website Owner," "us" or similar terms). "You" or similar terms such as "user," "visitor," or "subscriber" means you the individual using the Website, as well as any other person or entity (such as an employer) on whose behalf you are using the Website and any person or entity who may have or obtain rights through you.

The following Terms of Use, together with the [Privacy Policy](#) (see here: www.hiwillow.com/pages/privacy-policy), disclaimers or terms that may appear elsewhere on the Site, which are incorporated herein by reference, (collectively, the "Terms of Use") govern your access to and use of the Site, including any functionality and services offered on or through the Site and subscriptions, information and other items provided or purchased through the Site, although purchased items may also be subject to additional legal terms which are delivered along with the purchased item.

Please read the Terms of Use carefully. You accept and agree to the most-recent version of these Terms of Use by performing any of the following: (i) using the Site, (ii) making a purchase through the Site, or (iii) clicking a check-box indicating your agreement to these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Site.

This Site is owned and controlled by ReWoven and is operated with the assistance of certain third parties.

ReWoven reserves the right to make changes to the Site and its Terms of Use at any time. If you are dissatisfied with the Site, its content or Terms of Use, you agree that your sole and exclusive remedy is to discontinue using the Site.

Governing Law; Arbitration; Jurisdiction

These Terms of Use are governed by the laws of the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. Except for disputes that qualify for small claims court, all disputes arising out of or related to these Terms of Use or any aspect of the relationship between you and ReWoven, whether based in contract, tort, statute, fraud, misrepresentation or other legal theory, will be resolved through final and binding arbitration in accordance with the American Arbitration Association's rules and procedures. The arbitration shall take place in New York City, New York and the proceeding shall be confidential. The award rendered by the arbitrator may be confirmed and enforced in any court of competent jurisdiction. To the extent the arbitration provision above is not enforced for any reason, the parties hereby submit to

the exclusive jurisdiction and venue of the federal and state courts located in New York City, New York and waive any claim of inconvenient forum.

YOU AGREE THAT WEBSITE OWNER AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY. YOU FURTHER AGREE THAT ANY ARBITRATION OR DISPUTE RESOLUTION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU AGREE TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION OR ANY SIMILAR COLLECTIVE LEGAL ACTION. YOU WILL PURSUE ANY CLAIM OR DISPUTE REGARDING WEBSITE OWNER IN YOUR INDIVIDUAL CAPACITY AND NOT AS PART OF A CLASS ACTION OR COLLECTIVE ACTION. ANY CLAIM BY YOU MUST BE RAISED WITHIN TWELVE (12) MONTHS FROM THE DATE ON WHICH THE CLAIM AROSE OR IT IS WAIVED AND VOID.

The Site is controlled and operated from the United States and is not intended to subject ReWoven to any non-U.S. jurisdiction or law. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Site is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site's availability at any time, in whole or in part, to any geographic area or jurisdiction that we choose. Any element or term of these Terms of Use that are prohibited by law shall be deemed modified to the minimal extent necessary for such term to comply with or be permitted by applicable law.

Intellectual Property Rights

Unless otherwise noted, the Site and its entire content, features and functionality (including all information, software, text, displays, images, video, audio, and the compilation thereof) and any products offered via this Site are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by ReWoven, its suppliers or affiliates, or by third parties who have licensed their materials to ReWoven and are protected by U.S. and international copyright, trademark, patent, trade secure and other intellectual property or proprietary laws. ReWoven and its suppliers and licensors expressly reserve all intellectual property rights in all images, text, programs, products, processes, technology, content and other materials which appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under any of ReWoven's or any third party's intellectual property rights. ReWoven's names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of ReWoven. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner.

Third Party Resources; Links

The Site may contain links to other websites and resources provided by third parties. Any such links are provided for your convenience only. This includes links contained in any advertisements. We have no control over the contents of such sites or resource, and accept no responsibility for them or for any loss or damage that may arise from your use

of them. The availability of any third party sites or resources through the Site does not imply our endorsement of or our affiliation with any provider of such third party sites or resources. If you decide to access any of the third party sites or resources linked to this Site, you do so at your own risk and subject to the Terms of Use, Privacy Policy, and other legal terms applicable for such sites or resources.

Infringing Material/DMCA.

Notification Procedures

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to the email address listed in "Contact Information" below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Counter-Notification Procedures

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to the email address listed in "Contact Information" below. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.

- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Site may be found) and that you will accept service from the person (or an agent of that person) who provided the Site with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter-Notice. Please be aware that if you knowingly materially misrepresent that material or activity on the Site was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who provide or upload reviews, comments, or other materials that infringe the rights of others or are otherwise inappropriate or that violate any law or regulation or misuse this Site.

Changes to the Site

You agree and understand that the Site, including any and all features available via the Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Site implemented after your initial access to the Site shall be subject to these Terms of Use.

Your Account and Computer Data Safety

When and if you use the Site, it is your sole responsibility to restrict access to your computer and to maintain the confidentiality of your email address, password and any other account identifiers related to any personal account you created on the Site (the "Account"). You also agree to accept sole responsibility for any and all activity that occurs under your Account. You should take reasonable steps to protect your computer systems and data from viruses, hackers, identity thieves and other similar problems.

Site Rules; User Content

Any comments, suggestions, ideas, materials and other submissions that you send to us through the Site or by email, mail, telephone, at our stores or otherwise, or in any social media accessible in the future through us or our Site or related to or associated with us ("User Content") are provided on a non-confidential and non-proprietary basis. By submitting User Content, you are granting us an irrevocable, perpetual, world-wide, assignable, sublicenseable, transferable and unrestricted license to the User Content for

any purpose whatsoever, including use, reproduction, publication, broadcast, posting, modification, transmission, display, distribution or creating derivative works.

You agree that User Content will not:

- Violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights;
- Contain any material that is libelous, unlawful, abusive, offensive, obscene, harassing, or otherwise objectionable;
- Contain pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or would otherwise violate the law;
- Promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Be likely to deceive any person;
- Cause annoyance, inconvenience or be likely to upset any other person;
- Impersonate any person or misrepresent your identity or affiliation with any person or organization;
- Involve commercial activities or sales, including sales promotions, contests, or advertising; or
- Give the impression that they originate or are endorsed by ReWoven or any other person or entity.

You are and shall remain solely responsible for any of your User Content, including its legality, reliability, accuracy and appropriateness. ReWoven reserves the right to monitor, modify or delete any User Content, in our sole discretion.

In connection with the Site, you must not:

- Post, transmit, or otherwise make available through or in connection with the Site, any virus, work, Trojan horse, time bomb, or other computer code, file or program that is potentially harmful or malicious;
- Use any device, software or routine that interferes with the Site;
- Restrict or inhibit any other person from using the Site;
- Collect, "scrape," or otherwise gather or harvest information about users of the Site or ReWoven customers;
- Reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Site;
- Use the Site in an unlawful or fraudulent manner;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site; the server on which the Site is stored, or any server, computer or database connected to the Site.
- Use any automatic device, process or means to access the Site for any purpose, including monitoring or copying content on the Site; and
- Otherwise attempt to interfere with the proper working of the Site.

Site Access

We may discontinue all or part of this Site at any time. We may block, limit or terminate your access to this Site for any reason, including if: (a) you violate these Terms of Use; (b) you violate any applicable law or regulation relating to your use of this Site; (c) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory or otherwise harmful to us or others; (d) you breach any other agreement with us.

Subscriptions and Transactions

We offer you the opportunity to subscribe to our program to provide thoughtfully-designed disposable underwear, and we may now or in the future offer other products or services (collectively “Garments / Products”) through the site (a “Transaction”). If you wish to make a Transaction, you will be asked to supply certain relevant information, including your credit or debit card number and expiration date or other relevant payment account information, your billing address, and shipping information. You represent and warrant that you have the right to use any credit, debit or payment card that you submit in connection with a Transaction. By submitting such information, you grant ReWoven the right to provide such information to third parties for the purposes of facilitating the Transaction. Verification of information may be required prior to the completion of any Transaction. You agree to pay all charges incurred by you or on your behalf through the Site, at the prices in effect when the charges are incurred, including all shipping and handling charges as well as any applicable restocking fee. In addition, you are responsible for any taxes applicable to your Transaction. Please review our [Privacy Policy](http://www.hiwillow.com/pages/privacy-policy) (www.hiwillow.com/pages/privacy-policy), for information about our use of your personal information.

Product Pricing, Availability and Accuracy

Prices and availability of Garments / Products are subject to change without notice. Errors will be corrected where discovered, and ReWoven reserves the right to revoke any stated price or other term and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card charged.

You may be charged additional or lesser taxes due to the imposition or change in the amount of state sales taxes. The amount of tax you are charged may change in the future without prior notice.

Subscriptions / Orders

All subscriptions, trials and orders placed through the Site are subject to our acceptance, which is in our sole discretion. Your submission of an order is an “offer,” which we may “accept” by shipping the Garment / Product. Without limitation, we may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, in our sole discretion, and without liability to you or any third party. If your credit card has already been charged for an order that is subsequently cancelled by us, we will

post a refund in the same form of payment originally used for purchase and you will be required to return the Garment / Product in an unused and unopened condition. Your refund will be refunded in full, which is your sole and exclusive remedy for an order cancelled by us.

Shipping Methods and Costs

You will be charged for shipping and handling within the United States for each order, including for the initial Free Trial. Other shipping methods and terms (for example expedited or FedEx) may be available at an additional cost. Contact our Customer Support department at help@hiwillow.com or at (316) 888-8355 for information about such options. Your total shipping charges will automatically compute during checkout prior to the completion of your order.

Product Warranty and Disclaimer

100% Satisfaction; Limited Warranty and Returns. If any written warranty materials are included in the packaging with any Product purchased by you, such included written warranty materials are in addition to, and not in lieu of, this limited warranty; however in the event of a conflict the terms of the included written warranty materials will control.

ReWoven offers a limited satisfaction warranty on its Garments / Products: For up to thirty (30) days after you receive a shipment of our Garments / Products, you may return unopened packages of Willow underwear and receive a full refund of the product costs, minus shipping and handling and a nine dollar (\$9.00) restocking fee. Contact our Customer Support department at help@hiwillow.com or at (316) 888-8355 for additional information including details on where to send the return packages. WEBSITE OWNER AS WELL AS ALL SUPPLIERS AND MANUFACTURERS DISCLAIM ANY AND ALL WARRANTIES OTHER THAN THOSE EXPLICITLY SET FORTH ABOVE AND/OR THOSE INCLUDED WITH SHIPMENT OF YOUR PRODUCT.

Shipping and handling costs are non-refundable.

We will not accept CODs or third-party billing for returned merchandise.

In the case of shipping damages, please contact the carrier or our Customer Support department at help@hiwillow.com or at (316) 888-8355.

You can expect a refund within 30 days of our receiving and processing your returned product. Your refund will include the cost of the item, plus any applicable sales tax.

Product Display/Colors

The Site attempts to display product images shown on the site accurately. However, we cannot guarantee that the color you see on your particular monitor/screen matches the actual Garment / Product color, due to variations in monitors / screens and photography and viewing conditions.

Non-Commercial Use

This Site and products sold through this Site are intended solely for the personal, non-commercial use of our customers and our potential customers. Our Garments / Products are not being offered for re-sale unless previous, written authorization has been provided.

Contest; Promotions

Any sweepstakes, contests, surveys, or similar promotions (collectively, "Promotions") made available through the Site may be governed by rules that are separate from these Terms of Use. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy.

Disclaimer of Website Warranty and Liability

THIS SITE, ITS CONTENTS AND SITE RELATED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND WITH ALL FAULTS EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THESE TERMS OF USE. WEBSITE OWNER ON BEHALF OF ITSELF AND ITS SUPPLIERS, DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION AND TITLE/NON-INFRINGEMENT. NEITHER WEBSITE OWNER NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE OR ANY ASPECT THEREOF SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION), ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS, USE OR INABILITY TO USE THIS SITE, OR ERRORS OR OMISSION IN THE CONTENT THEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT ACCESS TO AND USE OF THIS SITE AND THE CONTENT THEREOF IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THIS SITE, OR RELATED SOFTWARE, DATA, EMAILS, PRODUCTS OR SERVICES ARE FREE FROM DEFECTS, VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS ARE LIMITED AS REQUIRED BY APPLICABLE LAW. FOR ITEMS PURCHASED, YOUR EXCLUSIVE REMEDY FOR A DEFECTIVE PRODUCT THAT IS WILL BE REPLACED OR YOUR PURCHASE PRICE REFUNDED, AS DESCRIBED ABOVE AND SUBJECT TO THE LIMITATIONS ABOVE.

GARMENT / PRODUCT NOTICES AND DISCLAIMERS.

THE INCONTINENCE PRODUCTS SOLD BY REWOVEN, INC. ARE INTENDED AS SINGLE-USE DISPOSABLE PRODUCTS. DO NOT REUSE THE PRODUCT. BLADDER AND BOWEL INCONTINENCE MAY BE CAUSED BY A CONDITION THAT CAN BE MEDICALLY TREATED. PLEASE SEE YOUR DOCTOR FOR PROFESSIONAL ADVICE. WHEN HANDLING THE PACKAGING TO AVOID DANGER OF SUFFOCATION, KEEP PLASTIC BAGS AWAY FROM BABIES, CHILDREN AND PETS. LIKE MOST ARTICLES OF CLOTHING, INCONTINENCE UNDERWEAR CAN BURN IF EXPOSED TO FLAME OR OTHER SOURCE OF IGNITION. DO NOT FLUSH

INCONTINENCE UNDERWEAR. FOR MORE DETAILS ABOUT THE PRODUCTS PLEASE REVIEW OUR FREQUENTLY ASKED QUESTIONS PAGE (SEE HERE: WWW.HIWILLOW.COM/PAGES/FAQS) OR CONTACT OUR CUSTOMER SUPPORT DEPARTMENT AT HELP@HIWILLOW.COM OR AT (316) 888-8355. FOR ADDITIONAL DETAILS ON THE USE OF WILLOW UNDERWEAR PRODUCTS PLEASE SEE OUR FREQUENTLY ASKED QUESTIONS PAGE (SEE HERE: WWW.HIWILLOW.COM/PAGES/FAQS).

SUBSCRIPTION AND PURCHASE TERMS.

BY SIGNING UP WITH WILLOW YOU WILL BE SHIPPED A FREE TRIAL OF 20 PAIRS OF DISPOSABLE INCONTINENCE UNDERWEAR FOR WHICH YOU WILL BE CHARGED ONLY FOR SHIPPING AND HANDLING. YOU WILL SUBSEQUENTLY RECEIVE RECURRING SHIPMENTS OF 60 PAIRS OF DISPOSABLE INCONTINENCE UNDERWEAR AT A COST OF \$49.99 PLUS SHIPPING AND HANDLING. THE RECURRING SHIPMENTS WILL BE SENT AT THE FREQUENCY THAT YOU SPECIFY DURING THE ORDERING PROCESS. YOU ACKNOWLEDGE THAT YOUR PAYMENT METHOD WILL BE BILLED FOR ALL OF THE ABOVE CHARGES. YOU ACKNOWLEDGE THAT WE MAY BILL YOUR PAYMENT METHOD IN ADVANCE ON A PERIODIC BASIS IN ACCORDANCE WITH THE FREQUENCY THAT YOU SPECIFY DURING THE ORDERING PROCESS, AND THAT WE MAY BILL YOUR PAYMENT METHOD WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE CANCELLED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO CANCEL YOUR AUTHORIZATION, OR TO CHANGE YOUR PAYMENT METHOD YOU CAN CALL US AT (844) 666-5672 BETWEEN 9AM AND 6PM EST, MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS. **NOTICE FOR CALIFORNIA USERS:** CALIFORNIA CUSTOMERS MAY ALSO CANCEL THEIR SUBSCRIPTIONS VIA EMAIL AT HELP@HIWILLOW.COM

YOU ARE IN CONTROL OF YOUR SUBSCRIPTION. TO MODIFY THE SIZE OR STYLE OF YOUR WILLOW UNDERWEAR, SIGN INTO YOUR ACCOUNT AND SELECT THE NEW SIZE OR STYLE OF WILLOW UNDERWEAR YOU WANT TO RECEIVE. TO CHANGE THE FREQUENCY OF SHIPMENTS IN YOUR PLAN, SIGN INTO YOUR ACCOUNT AND SELECT A NEW DELIVERY FREQUENCY. YOU CAN ALSO CHOOSE TO SKIP A SHIPMENT ON THIS PAGE AS WELL. TO CANCEL YOUR SUBSCRIPTION YOU CAN CALL US AT (844) 666-5672 BETWEEN 9AM AND 6PM EST, MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS. **NOTICE FOR CALIFORNIA USERS:** CALIFORNIA CUSTOMERS MAY ALSO CANCEL THEIR SUBSCRIPTIONS VIA EMAIL AT HELP@HIWILLOW.COM

Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at ReWoven, Inc., 1841 Broadway, Suite 300, New York, NY 10023, Attention: President or by telephone at (844) 666-5672 between 9am and 6pm EST, Monday through Friday, excluding holidays.

Indemnification

You agree to defend, indemnify and hold ReWoven and its service providers and suppliers harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site and/or your breach of these Terms of Use or from any claim arising from your acts or omissions.

Contact Information

If you have questions or comments about these Terms of Use, please contact us via email at help@hiwillow.com or by telephone at (316) 888-8355. You agree that we may communicate with you by any means and through any contact information you have provided to us.