

TERMS OF USE

Last Modified: January 23, 2018

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS OF USE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS OF USE.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF USE, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH MATERIAL WRLD, INC., OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS OR GOODS BY APPLICABLE LAW.

ACCEPTANCE OF THE TERMS OF USE

These terms of use are entered into by and between you and Material Wrld, Inc. DBA Material World (the "**Company**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of <https://www.materialworld.co> (the "**Website**") including any content, functionality and services offered, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website.

By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.materialworld.co/privacy-policy/>, incorporated herein by reference.

If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for: (i) making all arrangements necessary for you to have access to the Website, and (ii) ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise is governed by our *Privacy Policy* (<https://www.materialworld.co/privacy-policy/>), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except (i) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials, (ii) you may store files that are automatically cached by your Web browser for display enhancement purposes, (iii) you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution, or (iv) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not (i) modify copies of any materials from this Website, (ii) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text, or (iii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website

If you wish to make any use of material on the Website other than that set out in this intellectual property rights provision, please address your request to: legal@materialworld.co

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

TRADEMARKS

The Company name, the terms MATERIAL WRLD and MATERIAL WORLD, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website: (i) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (ii) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; (iii) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (iv) to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or (v) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to: (i) use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website; (ii) use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (iii) use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent; (iv) use any device, software or routine that interferes with the proper working of the Website; (v) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (vi) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; (vii) attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or (viii) otherwise attempt to interfere with the proper working of the Website.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

CHANGES TO THE WEBSITE

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE

All information we collect on this Website is subject to our Privacy Policy <https://www.materialworld.co/privacy-policy/>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

OFFICIAL RULES TO OUR FASHION TRADE-IN PROGRAM

The following official rules ("**Rules**") govern your participation in our pre-owned designer fashion trade-in program (the "**Program**") made available through our Website. Participation in the Program constitutes your acceptance of these Rules, so please review carefully.

About the Program

To participate in the Program, you simply request a complimentary Trade-In Kit (a "**Trade-In Kit**") from our Website, fill it up with designer fashion items that comply with these Rules (the "**Qualified Items**"), and drop it off at the appropriate carrier of the label provided. All risk of loss or damage to the Qualified Items will pass to us when we take physical possession of the Qualified Items. If you use the provided label and current shipping carrier arrangement, in cases where the tracking information indicates incomplete delivery or loss of a package, we will insure the Qualified Items at market resale value of the Qualified Items up to \$300. Similarly, in the event you and we fail to complete a transaction, but instead your Qualified Items are returned via current shipping carrier, and where tracking information indicates an incomplete delivery or loss of your Qualified Items, we will insure your Qualified Items at market resale value up to \$300.

We will carefully inspect your Qualified Items, determine which Qualified Items are resellable, and provide an offer in the form of a credit for the value of such Qualified Items (the "**Material World Balance**"). Your Material World Balance can be used at our e-commerce store as well as at 700+ stores nationwide. If you'd prefer to cash out any portion of your Material World Balance, we offer a payout option to your PayPal account with a 3% deduction from such transferred portion. Our offer on the value of your Qualified Items is determined by leveraging our proprietary pricing engine, which is based on fair market resale value taking into consideration, the brand, category, condition, trend and seasonality of your Qualified Items.

If the submitted Qualified Items are brands on our Accepted Brands List <https://www.materialworld.co/brands/> and comply with our guidelines and these Rules, we'll make a guaranteed price offer for those Qualified Items within several business days after receiving the Trade-In Kit. If you accept our offer, we'll add the offer value of such Qualified Items to your Material World Balance. You can use your Material World Balance to pay for pre-owned goods directly on our website, transfer any portion of your Material World Balance to our reloadable prepaid fashion trade-in debit card (the "**Fashion Trade-In Card**") to shop for new merchandise at 700+ stores, or transfer any

portion of your Material World Balance to your PayPal account with a 3% deduction from such transferred portion. If you decline all or any part of our offer, we will ship your Qualified Items back to your provided address.

For any items that do not comply with our guidelines, at your option, we will (i) donate those items to our charity partner(s) and provide you a tax receipt upon request, or (ii) return those items back to your provided address. We will return all items to you if no response is recorded on your account 10 days after sending you an offer.

By electing to either (i) accept our offer for your Qualified Items, (ii) have us donate your items to charity, or (iii) have us return your items back to you, you agree that we are authorized to perform the requested action on your behalf. We are not responsible for any inadvertent elections and once an election is made, we will be unable to reverse our actions. Also, for the avoidance of doubt, any decrease to your Material World Balance due to a balance transfer to a Fashion Trade-In Card or your PayPal account, or due to a purchase of goods on our pre-owned website, will be final and irreversible.

We only accept fashion items in new or like-new condition with no stains, odors, rips, or missing parts. Jewelry, watches, swimwear, intimates, stained, ripped, altered, overworn, pilled, odorous, or counterfeit items, children's wear, or brands not on our Accepted Brand List, are not accepted under the Program. We reserve the right to withhold any further Trade-in Kit requests if you do not follow our Rules or our brands and quality standards requirements.

Eligibility

To participate in the Program, you need to be at least 18 years of age, have a valid e-mail address, and be a resident of the United States.

We reserve the right to reject any submission item that we believe may infringe on or otherwise violate the rights of any third parties or that does not comply with these Rules. Any determinations will be at our sole discretion and will be final.

Failure to comply with these Rules may result in disqualification from the Program and we reserve the right to permanently disqualify any person it believes has intentionally violated these Rules. The Program is subject to all federal, state and local laws and regulations. Void where prohibited by law.

Scheduling of Trade-In

To be eligible for the Program, you must ensure the filled up Trade-In Kit is dropped off at the appropriate carrier of the label provided within six (6) months after requesting such Trade-In Kit from our Website. We keep track of all our prepaid shipping labels. All Trade-In Kits shipped out and tracked by our carriers within six (6) months after the Trade-In kit request date will qualify for the Program. Note that pricing quotes are updated real time based on our proprietary pricing engine and accepted brands are updated quarterly online at <https://www.materialworld.com/brands/> on or around the first date of each calendar quarter based on market trends and season, and the offer for your items will be made based on the pricing quotes of the date we receive your Trade-In Kit.

Fashion Trade-In Card Cardholder Agreement

A copy of the cardholder agreement governing our Fashion Trade-In Card may be found at <https://www.materialworld.co/terms/cardholder-agreement/>.

Taxes

You are responsible for the payment of any federal, state and/or local taxes arising out of your participation in the Program.

Title Transfer

Once you elect to accept our offer for your Qualified Items and the offer value for such Qualified Items is added to your Material World Balance, good and valid title to such Qualified Items will be transferred to us, free and clear of all liens. For the avoidance of doubt, as the owner of such transferred Qualified Items, we will have the right to use such transferred Qualified Items in any packaging, selling, advertising, marketing, promotion or for any other commercial or non-commercial purpose, without further payment or consideration to you.

We are not responsible for the loss of any items sent to us by mistake, including items left in your belongings (e.g., cash or earrings left in a handbag you traded in). You are ultimately responsible for sending only what you originally intended to send to Material World.

As conditions of entry into this Program and by trading in your items, you represent and warrant that (i) you own beneficially and of record, and possess good and valid title to, such items, free and clear of all liens, (ii) you have all rights necessary to transfer good and valid title to the items, free and clear of all liens, to us, and (iii) the items are authentic and do not infringe on the intellectual property, privacy, publicity rights, trademarks, copyrights, or any other legal or moral rights of any third party.

PayPal

Should you elect to transfer any portion of your Material World Balance to your PayPal account, you authorize Material World to deduct 3% from such transferred portion as a service fee. Material World is not responsible for any issues relating to your PayPal account. Any portion of your Material World Balance transferred to your PayPal account will be governed by the terms of service and privacy policy of PayPal.

Lost or Stolen Property

We do not allow the exchange of stolen property through the Program because it violates state, federal, and international law. We also strongly support efforts by law enforcement to investigate attempts to sell stolen property through the Program.

We may withhold or delay, or refuse to process any transaction that we, in our sole discretion, deem fraudulent, suspicious, in violation of these Rules, or believe will impose liability on us, our subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents. If we suspect any illegal activity, we will proactively notify relevant law enforcement agencies and assist in any resulting investigation or prosecution.

For any lost items, including items lost in transit by a third party carrier and indicated as such by the tracking information, we agree to insure the market value up to \$300 total value for items lost and business compensation commensurate with the circumstance

MATERIAL BOX

About the Program

Material World offers the Material Box subscription service (the “**Subscription**”) which provides a personalized styling experience giving you access to pre-owned and re-purchased designer items.

To subscribe to Material Box, simply submit your style preferences on your Customer Style Profile and pay the initial \$25 styling fee, which covers shipping and box styling costs. Material World reserves the right to charge the \$25 Styling fee for each new Subscription request.

When you purchase a Subscription to Material Box, you agree and acknowledge that (i) your Subscription has an initial and recurring monthly payment charge at a rate of \$25 per month for the styling fee, (ii) your Subscription will be automatically renewed for successive monthly periods, (iii) your payment method will be automatically charged for each successive monthly period at a rate of \$25 per month for the styling fee until you cancel your Subscription, and (iv) you accept responsibility for all recurring monthly charges prior to cancellation, including where applicable any charges processed by Material World after the expiration date of your payment card.

Our team of in-house stylists will then curate a selection of five pre-owned designer items, based on your style preferences and deliver them to your address provided on your Customer Style Profile.

Once you receive your Material Box, you will have four business days to decide which items to purchase and/or to return by submitting your selection on the checkout page. If you purchase at least one item from your Material Box, the \$25 styling fee for that month's Material Box will be waived. If you purchase all five items, an additional 20% discount will be applied towards your total amount.

If you do not check out or do not send back any unwanted items within 10 business days, we reserve the right to charge your payment credit card on file with the total price of unreturned items.

If at checkout, your primary credit card on file declines the payment, you will need to provide another form of payment. The credit card on file will be automatically re-tried for three attempts to collect payment. If the credit card on file is unable to collect the initial \$25 styling fee after three attempts, we reserve the right to cancel your Subscription.

Material World will cover all return shipping costs by providing a prepaid shipping label and mailer bag directly in your Material Box. All items must be returned in their original condition with tags attached. Any items returned without tags or in different conditions than they were originally sent in will be considered as items mailed in for our Trade-In service and priced accordingly in their offer.

All items are final sale and cannot be returned for refunds after purchase.

PICKUP SERVICE

Our pickup service is free and operates within Manhattan, New York. To participate, simply enter your zip code and enter your contact information to schedule an appointment with our pickup team. If your zip code is not eligible with our pickup zone, you will be re-directed to request a Free Trade-In kit to ship your items in.

ONLINE PURCHASES

The following terms apply to all purchases through our Website or other transactions for the sale of goods through the Website.

Order Acceptance and Cancellation

You agree that your order is an offer to buy, under these Terms of Use, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation e-mail with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale

between the Company and you will not take place unless and until you have received your order confirmation e-mail. Because we aim to ship all items within two business days of payment, we may not be able to make changes to an order once it has been paid for. If you must make changes to an order, we recommend calling our customer service department immediately at (866) 674-5842 so that they may make the necessary updates. Requests via e-mail may not always be honored.

Prices and Payment Terms

All prices posted on this Website are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed and will be included in your order confirmation e-mail. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation e-mail. We are not responsible for pricing, typographical or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept all major credit cards, including Visa, MasterCard, American Express, Discover, JCB, Diner's Club International, as well as PayPal for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

When using your Material World Balance to shop pre-owned goods on materialworld.co, the purchase price for such goods will be set-off against your Material World Balance. In the case where your Material World Balance does not fully cover the final purchase price, you will be able to split the payment with a valid credit card.

An up to 10% complimentary round-up will be automatically added on the final purchase price when shopping with your Material World Balance on our pre-owned shop materialworld.co.

Final Sale Items

All items purchased on our website's Sale sections or through Material Box are not eligible for returns, refunds, exchanges, or credits.

All items that cannot be returned can be resold to the company through our Trade-in service.

Shipments; Delivery; Title and Risk of Loss

We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process.

Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

Returns and Refunds

Except for any products designated on the Website as non-returnable, we will accept a return of the products for a refund of your purchase price, less any shipping costs, provided such return is made within 30 days of purchase and provided such products are returned in their original condition. To return products, you must start a Return Request at

<https://www.materialworld.co/shop/returns/>, call (866) 674-5842 or email our customer service department at shop@materialworld.co to obtain a return merchandise authorization (“**RMA**”) number before shipping your product. No returns of any type will be accepted without an RMA number.

Material World will provide a prepaid return shipping label for any pre-owned purchases from our e-commerce shop materialworld.co. Returns must be made no later than 30 days after initial receipt of package. Any items returned past that date will incur additional fees.

Refunds are processed within approximately three business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Website.

WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS WEBSITE AS NON-RETURNABLE, SUCH AS FINAL SALE ITEMS.

Goods Not for Resale or Export

You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are buying products from the Website for your own personal or household use only, and not for resale or export. Products purchased from the Website may be controlled for export purposes by export regulations, including but not limited to, the Export Administration Act of 1979 (50 U.S.C. 2401-2410), the Export Administration Regulations promulgated thereunder (15 C.F.R. 768-799), the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, “**Export Regulations**”).

Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms of Use, for any failure or delay in our performance under these Terms of Use when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

GEOGRAPHIC RESTRICTIONS

The owner of the Website is based in the State of New York in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER

EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) (collectively, "**Losses**") arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services (including, the Program) and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

GOVERNING LAW AND JURISDICTION

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the City of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

You further agree that you will resolve any disputes on an individual basis, and that any claims brought under these Terms of Use or in connection with the Website must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. You further agree that you will not participate in any class action (existing or future) brought by any third party arising under these Terms of Use or in connection with the Website. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then such class action is not subject to arbitration and must be litigated in state or federal court in County of New York in the State of New York.

ARBITRATION

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR USE OF THIS WEBSITE OR PURCHASE OF PRODUCTS THROUGH THE WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING THE LAW OF THE STATE OF NEW YORK.

The arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this arbitration provision. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this arbitration provision.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

If you prevail on any claim that affords the prevailing party attorneys’ fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

ENTIRE AGREEMENT

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

YOUR COMMENTS AND CONCERNS

This website is operated by Material Wrld, Inc. located at 254 36th Street, Suite #6C, Brooklyn, NY 11232.

All feedback, comments, requests for technical support and other communications relating to the Website or the Program should be directed to: legal@materialworld.co.