

# TERMS OF USE

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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.

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### 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.

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### 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. If you choose to request a Trade-In Kit, a \$5 Kit deposit fee will occur. This fee can be paid by applying your (i) Material World Balance or (ii) payment processed by card. This fee will be refunded to its original form of payment upon completion of your Trade-In offer, not upon the arrival of receipt of the Trade-In Kit.

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**"). You can use your Balance to shop Material Box or cash out any portion of your Material World Balance 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 transfer any portion of your Material World Balance to your PayPal account with a 3% deduction from such transferred portion or use your Material World Balance to shop Material Box. 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 or liquidate those items to our partner(s) or (ii) return those items back to your provided address. If you choose to have your items returned, a flat fee of \$2 per item will occur. This fee will be deducted from (i) your completed trade-in offer, (ii) your Material World Balance or (iii) charged to your card on file. If we do not have a card on file in your Material World Account, you will be asked to provide one in order to process your returns. 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 or liquidate your items, 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 your PayPal account 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.

#### *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.

#### *SMS*

By using our services, you are agreeing to be opted in to receiving transactional only Short Message Service or text (SMS/MMS Alerts Services) and you agree to the following terms and conditions of this agreement. You certify that you are authorized (i) to enroll the designated mobile phone number in the SMS/MMS Alerts, and (ii) to incur any message or data charges that may be incurred. This enrollment will occur at creation of your Material World account, by providing your mobile phone number. By participating in the SMS/MMS Alerts, you approve and agree to being solely responsible for any message and data rates that may apply based on your carrier's plan. The amount and frequency of SMS/MMS Alerts you receive will be dependent on the frequency of use from the services provided. To stop the SMS/MMS Alerts, text or reply STOP to any of the messages you receive from (917) 512-4101.

#### *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 \$29 styling fee. Material World reserves the right to charge the \$29 recurring Styling fee based on the Subscription cadence. If you do not wish to receive your Material Box, you can easily pause or cancel your Box by reaching out to our customer service team at [info@materialworld.co](mailto:info@materialworld.co) or by calling 1-866-674-5842 Monday-Friday 10am-5pm EST.

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 \$29 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 \$29 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 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 \$29 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.

You have 4 days from receipt of your Material Box to complete your checkout. If after 4 days, we have not received payment or there is no carrier scan to your return label, we will consider your Material Box return items as overdue. If you do not check out or do not send back any unwanted items within 16 days after you receive your Material Box, we reserve the right to charge your payment credit card on file with the total price of unreturned items.

All items must be returned in original form, with Material World tags still attached. Any items returned, not in original condition, without tags attached, or returned to our facility past 16 days of initial receipt, will not be issued a full refund. Any items returned in any of these conditions will only be refunded 30% of the original price of the item to the default payment on file.

By submitting your payment information to us, you authorize us to charge your card (i) for the reoccurring \$29 styling fee and (ii) for any merchandise kept by you, the customer or (iii) for merchandise not returned to our facility within 16 days of initial receipt. We reserve the right to attempt to charge your card on file up to 6 times from initial attempted charge. If after 6 attempts we are unable to successfully collect payment, we reserve the right to hand off your failed payment to a collection agency. If at checkout, your primary credit card on file declines the payment, you will need to provide another form of payment or ensure the card on file has sufficient funds. You can provide another form of payment by following this link <https://www.materialworld.co/account/boxes/payment/>. Please note, if you update your payment the card added will be set to your default payment, and 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 \$29 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.

#### *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.

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#### LIMITATION ON LIABILITY

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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](http://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](mailto:legal@materialworld.co).