

GrokStyle Terms of Use Agreement

Version 1.0

Effective Date: 2017 Oct 12

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PLEASE READ THIS TERMS OF USE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS WEBSITE AND ANY OTHER WEBSITES, WEB BROWSER EXTENSIONS, OR APPLICATIONS OF GROKSTYLE, ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE “**WEBSITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY GROKSTYLE INC. (“**GROKSTYLE**”). THIS AGREEMENT GOVERNS THE USE OF THE WEBSITE AND APPLIES TO ALL INTERNET USERS VISITING THE WEBSITE BY ACCESS OR USING THE WEBSITE IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE (EACH, A “**SERVICE**” AND COLLECTIVELY THE “**SERVICES**”). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE OR INSTALLING THE BROWSER EXTENSION OR DOWNLOADING GROKSTYLE’S MOBILE APPLICATION (“**APPLICATION**”), YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH GROKSTYLE, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE AGREEMENT. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

PLEASE BE AWARE THAT SECTION 16 OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Agreement or will be presented to you for your acceptance when you sign up to use the supplemental Service.

If the Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Agreement and any applicable Supplemental Terms are referred to herein as the “**Agreement.**”

PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY GROKSTYLE IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, GrokStyle will make a new copy of the Agreement available at the Website and within the Application and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website or within the Application. We will also update the “Last Updated” date at the top of the Agreement. If we make any material changes, and you have registered with us to create an Account (as defined in Section 2.1 below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Agreement will be effective immediately for new Users of the Website, the Application and/ or Services and will be effective immediately after posting notice of such changes on the Website for existing Users, provided that any material changes shall be effective for Users who have an Account with us upon dispatch of an e-mail notice of such changes to Registered Users (defined in Section 2.1 below). GrokStyle may require you to provide consent to the updated Agreement in a specified manner before further use of the Website, the Application and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website, the Application and/or the Services. Otherwise, your continued use of the Website, the Application and/or Services constitutes your acceptance of such change(s). **PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.**

1. Use of the Services and GrokStyle Properties. The Application, the Website, the Services, and the information and content available on the Website and in the Application and the Services (as these terms are defined herein) (collectively, the “**GrokStyle Properties**”) are protected by copyright laws throughout the world. Subject to this Agreement, GrokStyle grants you a limited license to the GrokStyle Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by GrokStyle in a separate license, your right to use any GrokStyle Properties is subject to this Agreement.

1.1 Application License. Subject to your compliance with this Agreement, GrokStyle grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a limited number of mobile devices or computers that you own or control and to run such copy of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service.

1.2 Use of Browser Extensions. Our browser extension (“**Extension**”) is a tool that you may add to your web browser to perform visual searches on any image on any website. Subject to your compliance with the Agreement, we hereby grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Extension on your web browser for your own personal or internal business purposes. You may not use the Extension for any other purpose without our prior written consent, and nothing in the Agreement shall be deemed to grant you any right, title or interest in the Extension. In addition, you may not:

(i) Use the Extension to offer or promote, or otherwise use the Extension in association with, any products or services for sale;

(ii) Use the Extension (or any content displayed in connection with or through it) in any manner that would constitute an endorsement by us of any product, service, activity or brand contained on your website;

We reserve the right to discontinue providing any Extension at any time, or to direct you to cease displaying, or otherwise using, any Extension for any or no reason, without liability to you or any third party.

1.3 Updates. You understand that GrokStyle Properties are evolving. As a result, GrokStyle may require you to accept updates to GrokStyle Properties that you have installed on your computer or mobile device. You acknowledge and agree that GrokStyle may update GrokStyle Properties with or without notifying you. You may need to update third-party software from time to time in order to use GrokStyle Properties.

1.4 Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit GrokStyle Properties or any portion of GrokStyle Properties, including the Website, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other GrokStyle Properties (including images, text, page layout or form) of GrokStyle; (c) you shall not use any metatags or other “hidden text” using GrokStyle’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of GrokStyle Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access GrokStyle Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of GrokStyle Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in GrokStyle Properties. Any future release, update or other addition to GrokStyle Properties shall be subject to the Agreement. GrokStyle, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of GrokStyle Properties terminates the licenses granted by GrokStyle pursuant to the Agreement.

1.5 Third-Party Materials. As a part of GrokStyle Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for GrokStyle to monitor such materials and that you access these materials at your own risk.

2. Registration.

2.1 Registering Your Account. In order to access certain features of GrokStyle Properties you may be required to become a Registered User. For purposes of the Agreement, a “**Registered User**” is a User who has registered an account on the Website (“**Account**”), has a valid account on the social networking service (“**SNS**”) through which the User has connected to the Website (each such account, a “**Third-Party Account**”), or has an account with the provider of the Application for the User’s mobile device.

2.2 Access Through a SNS. If you access the GrokStyle Properties through a SNS as part of the functionality of the Website, the Application and/or the Services, you may link your Account with Third-Party Accounts, by allowing GrokStyle to access your Third-Party Account, as

is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to GrokStyle and/or grant GrokStyle access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the Agreement and conditions that govern your use of the applicable Third-Party Account and without obligating GrokStyle to pay any fees or making GrokStyle subject to any usage limitations imposed by such third-party service providers. By granting GrokStyle access to any Third-Party Accounts, you understand that GrokStyle may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through GrokStyle Properties (“**Content**”) that you have provided to and stored in your Third-Party Account (“**SNS Content**”) so that it is available on and through GrokStyle Properties via your Account. Unless otherwise specified in the Agreement, all SNS Content shall be considered to be Your Content (as defined in Section 3.1) for all purposes of the Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on GrokStyle Properties. Please note that if a Third-Party Account or associated service becomes unavailable or GrokStyle’s access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through GrokStyle Properties. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing the “Settings” section of the Website. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND GROKSTYLE DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. GrokStyle makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and GrokStyle is not responsible for any SNS Content.

2.3 Registration Data. In registering an account on the Website, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least thirteen (13) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using GrokStyle Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of GrokStyle Properties by minors. You may not share your Account or password with anyone, and you agree to notify GrokStyle immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or GrokStyle has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, GrokStyle has the right to suspend or terminate your Account and refuse any and all current or future use of GrokStyle Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform or SNS at any given time. GrokStyle reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use GrokStyle Properties if you have been previously removed by GrokStyle, or if you have been previously banned from any of GrokStyle Properties.

2.4 Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of GrokStyle.

2.5 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to GrokStyle Properties, including but not limited to, a mobile device that is suitable to connect with and use GrokStyle Properties, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing GrokStyle Properties. If you provide your cellphone number and use the Services, you hereby affirmatively consent to our use of your cellphone number for calls and texts in order to perform and improve upon the Services. GrokStyle will not assess and charge for any calls or texts, but standard message charges or other charged from your wireless carrier may apply. You may opt out of receiving text messages from us by emailing optout@grokstyle.com.

3. Responsibility for Content.

3.1 Types of Content. You acknowledge that all files, materials, data, text, audio, video, images or other content, including GrokStyle Properties ("**Content**"), is the sole responsibility of the party from whom such Content originated. This means that you, and not GrokStyle, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through GrokStyle Properties ("**Your Content**"), and that you and other Users of GrokStyle Properties, and not GrokStyle, are similarly responsible for all Content they Make Available through GrokStyle Properties ("**User Content**").

3.2 No Obligation to Pre-Screen Content. You acknowledge that GrokStyle has no obligation to pre-screen Content (including, but not limited to, User Content), although GrokStyle reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, image, or voice communications. In the event that GrokStyle pre-screens, refuses or removes any Content, you acknowledge that GrokStyle will do so for GrokStyle's benefit, not yours. Without limiting the foregoing, GrokStyle shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

3.3 Storage. Unless expressly agreed to by GrokStyle in writing elsewhere, GrokStyle has no obligation to store any of Your Content that you Make Available on GrokStyle Properties. GrokStyle has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of GrokStyle Properties. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that GrokStyle retains the right to create reasonable limits on GrokStyle's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website and as otherwise determined by GrokStyle in its sole discretion.

4. Ownership.

4.1 GrokStyle Properties. Except with respect to Your Content and User Content, you agree that GrokStyle and its suppliers own all rights, title and interest in GrokStyle Properties (including but not limited to, any uploaded photos, photo crops, visual search history, interactions

with visual search, favorited items, titles, computer code, themes, objects, dialogue, concepts, artwork, animations, sounds, audiovisual effects, methods of operation, moral rights, documentation, recordings of activity while using our Services, and GrokStyle clients and server software). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or on the Website, the Services, or GrokStyle Properties.

4.2 Trademarks. The standard character mark “GROKSTYLE” and other related graphics, logos, service marks and trade names used on or in connection with GrokStyle Properties or in connection with the Services are the trademarks of GrokStyle and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in GrokStyle Properties are the property of their respective owners.

4.3 Other Content. Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in GrokStyle Properties.

4.4 Your Content. GrokStyle does not claim ownership of Your Content. However, when you as a User post or publish Your Content on or in GrokStyle Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

4.5 License to Your Content. Subject to any applicable account settings that you select, you grant GrokStyle a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating, improving, and providing GrokStyle Properties to you and to our other Users. Please remember that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of GrokStyle Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not GrokStyle, are responsible for all of Your Content that you Make Available on or in GrokStyle Properties.

4.6 Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on GrokStyle Properties, you hereby expressly permit GrokStyle to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

4.7 Your Profile. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter. You may not post or submit a photograph of another person without that person’s permission.

4.8 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to GrokStyle through its suggestion, feedback, wiki, forum or similar pages (“**Feedback**”) is at your own risk and that GrokStyle has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to GrokStyle a fully

paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of GrokStyle Properties.

5. User Conduct. As a condition of your use of the GrokStyle Properties, you agree not to use GrokStyle Properties for any purpose that is prohibited by the Agreement or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) Make Available any Content on or through GrokStyle Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without GrokStyle's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of GrokStyle; (vi) interferes with or attempt to interfere with the proper functioning of GrokStyle Properties or uses GrokStyle Properties in any way not expressly permitted by the Agreement; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against GrokStyle Properties, including but not limited to violating or attempting to violate any security features of GrokStyle Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in GrokStyle Properties, introducing viruses, worms, or similar harmful code into GrokStyle Properties, or interfering or attempting to interfere with use of GrokStyle Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" GrokStyle Properties.

6. Investigations. GrokStyle may, but is not obligated to, monitor or review GrokStyle Properties and Content at any time. Without limiting the foregoing, GrokStyle shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although GrokStyle does not generally monitor user activity occurring in connection with GrokStyle Properties or Content, if GrokStyle becomes aware of any possible violations by you of any provision of the Agreement, GrokStyle reserves the right to investigate such violations, and GrokStyle may, at its sole discretion, immediately terminate your license to use GrokStyle Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

7. Interactions with Other Users.

7.1 User Responsibility. You are solely responsible for your interactions with other Users and any other parties with whom you interact; provided, however, that GrokStyle reserves the right, but has no obligation, to intercede in such disputes. You agree that GrokStyle will not be responsible for any liability incurred as the result of such interactions.

7.2 Content Provided by Other Users. GrokStyle Properties may contain User Content provided by other Users. GrokStyle is not responsible for and does not control User Content. GrokStyle has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

8. Third-Party Services.

8.1 Third-Party Websites, Applications & Ads. GrokStyle Properties may contain links to third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**") and advertisements for third parties ("**Third-Party Ads**"). When you click on a

link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left GrokStyle Properties and are subject to the Agreement and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of GrokStyle. GrokStyle is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. GrokStyle provides these Third-Party Websites, Third-Party Applications and Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or their products or services. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

8.2 App Stores. You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play (“**App Store**”). You acknowledge that the Agreement are between you and GrokStyle and not with the App Store. GrokStyle, not the App Store, is solely responsible for GrokStyle Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with GrokStyle Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using GrokStyle Properties, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce them.

9. Indemnification. You agree to indemnify and hold GrokStyle, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “**GrokStyle Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, GrokStyle Properties; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. GrokStyle reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with GrokStyle in asserting any available defenses. This provision does not require you to indemnify any of the GrokStyle Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement or your access to GrokStyle Properties.

10. Disclaimer of Warranties and Conditions.

10.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF GROKSTYLE PROPERTIES IS AT YOUR SOLE RISK, AND GROKSTYLE PROPERTIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. GROKSTYLE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES

OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE.

(a) GROKSTYLE PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) GROKSTYLE PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF GROKSTYLE PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF GROKSTYLE PROPERTIES WILL BE ACCURATE OR RELIABLE.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH GROKSTYLE PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS GROKSTYLE PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. GROKSTYLE MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM GROKSTYLE OR THROUGH GROKSTYLE PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, GROKSTYLE MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT GROKSTYLE'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

10.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT GROKSTYLE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD GROKSTYLE PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON THE WEBSITE, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

10.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF GROKSTYLE PROPERTIES. YOU UNDERSTAND THAT GROKSTYLE DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF GROKSTYLE PROPERTIES.

11. Limitation of Liability.

11.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL GROKSTYLE PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH GROKSTYLE PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT GROKSTYLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR FROM ANY COMMUNICATIONS,

INTERACTIONS OR MEETINGS WITH OTHER USERS OF GROKSTYLE PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE GROKSTYLE PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH GROKSTYLE PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON GROKSTYLE PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO GROKSTYLE PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A GROKSTYLE PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A GROKSTYLE PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A GROKSTYLE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

11.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL GROKSTYLE PARTIES BE LIABLE TO YOU FOR MORE THAN \$100. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A GROKSTYLE PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A GROKSTYLE PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A GROKSTYLE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

11.3 User Content. EXCEPT FOR GROKSTYLE'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN GROKSTYLE'S PRIVACY POLICY, GROKSTYLE ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

11.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GROKSTYLE AND YOU.

12. Procedure for Making Claims of Copyright Infringement. It is GrokStyle's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to GrokStyle by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on GrokStyle Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on GrokStyle Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for GrokStyle's Copyright Agent for notice of claims of copyright infringement is as follows: copyright@grokstyle.com.

13. Remedies.

13.1 Violations. If GrokStyle becomes aware of any possible violations by you of the Agreement, GrokStyle reserves the right to investigate such violations. If, as a result of the

investigation, GrokStyle believes that criminal activity has occurred, GrokStyle reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. GrokStyle is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in GrokStyle Properties, including Your Content, in GrokStyle's possession in connection with your use of GrokStyle Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Agreement, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of GrokStyle, its Users or the public, and all enforcement or other government officials, as GrokStyle in its sole discretion believes to be necessary or appropriate.

13.2 Breach. In the event that GrokStyle determines, in its sole discretion, that you have breached any portion of the Agreement, or have otherwise demonstrated conduct inappropriate for GrokStyle Properties, GrokStyle reserves the right to:

- (a) Warn you via e-mail (to any e-mail address you have provided to GrokStyle) that you have violated the Agreement;
- (b) Delete any of Your Content provided by you or your agent(s) to GrokStyle Properties;
- (c) Discontinue your registration(s) with the any of GrokStyle Properties, including any Services;
- (d) Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- (e) Pursue any other action that GrokStyle deems to be appropriate.

14. Term and Termination.

14.1 Term. The Agreement commences on the date when you accept it (as described in the preamble above) and remain in full force and effect while you use GrokStyle Properties, unless terminated earlier in accordance with the Agreement.

14.2 Prior Use. Notwithstanding the foregoing, if you used GrokStyle Properties prior to the date you accepted the Agreement, you hereby acknowledge and agree that the Agreement commenced on the date you first used GrokStyle Properties (whichever is earlier) and will remain in full force and effect while you use GrokStyle Properties, unless earlier terminated in accordance with the Agreement.

14.3 Termination of Services by You. If you want to terminate the Services provided by GrokStyle, you may do so by closing your Account for all of the Services that you use. Your notice should be sent, in writing, to GrokStyle's address set forth below.

14.4 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live

databases. GrokStyle will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

14.5 No Subsequent Registration. If your registration(s) with or ability to access GrokStyle Properties is discontinued by GrokStyle due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access GrokStyle Properties through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, GrokStyle reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

15. International Users. GrokStyle Properties can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that GrokStyle intends to announce such Services or Content in your country. GrokStyle Properties are controlled and offered by GrokStyle from its facilities in the United States of America. GrokStyle makes no representations that GrokStyle Properties are appropriate or available for use in other locations. Those who access or use GrokStyle Properties from other countries do so at their own volition and are responsible for compliance with local law.

16. Dispute Resolution. *Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with GrokStyle and limits the manner in which you can seek relief from us.*

16.1 Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with GrokStyle, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or GrokStyle may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.**

IF YOU AGREE TO ARBITRATION WITH GROKSTYLE, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST GROKSTYLE ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST GROKSTYLE IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

16.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent.

The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, GrokStyle will pay them for you. In addition, GrokStyle will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, GrokStyle will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

16.3 Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and GrokStyle. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

16.4 Waiver of Jury Trial. YOU AND GROKSTYLE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and GrokStyle are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 17.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16.5 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or

unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in Section 18.7.

16.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: GrokStyle Inc., 2443 Fillmore St #380-4187, San Francisco, CA 94115, within 30 days after first becoming subject to this Arbitration Agreement or sending an email to tosoptout@grokstyle.com. Your notice must include your name and address, your GrokStyle username (if any), the email address you used to set up your GrokStyle account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

16.7 Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

16.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with GrokStyle.

16.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if GrokStyle makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to GrokStyle.

17. General Provisions.

17.1 Electronic Communications. The communications between you and GrokStyle use electronic means, whether you visit GrokStyle Properties or send GrokStyle e-mails, or whether GrokStyle posts notices on GrokStyle Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from GrokStyle in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that GrokStyle provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

17.2 Release. You hereby release GrokStyle Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of GrokStyle Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of GrokStyle Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor. The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a GrokStyle Party or for such party's fraud, deception, false, promise,

misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder.

17.3 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without GrokStyle's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

17.4 Force Majeure. GrokStyle shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

17.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to GrokStyle Properties, please contact us at feedback@grokstyle.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

17.6 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and GrokStyle agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in San Francisco, California.

17.7 Governing Law. THE AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS.

17.8 Notice. Where GrokStyle requires that you provide an e-mail address, you are responsible for providing GrokStyle with your most current e-mail address. In the event that the last e-mail address you provided to GrokStyle is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, GrokStyle's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to GrokStyle at the following address: notice@grokstyle.com. Such notice shall be deemed given when received by GrokStyle by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

17.9 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.10 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

17.11 Export Control. You may not use, export, import, or transfer GrokStyle Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained GrokStyle Properties, and any other applicable laws. In particular, but without limitation, GrokStyle Properties may not be exported or re-exported (a) into any United States embargoed countries,

or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using GrokStyle Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use GrokStyle Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by GrokStyle are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer GrokStyle products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

17.12 Accessing and Download the Application from iTunes. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) the Agreement are concluded between you and GrokStyle only, and not Apple, and (ii) GrokStyle, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between GrokStyle and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of GrokStyle.

(d) You and GrokStyle acknowledge that, as between GrokStyle and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and GrokStyle acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between GrokStyle and Apple, GrokStyle, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Agreement.

(f) You and GrokStyle acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the Agreement and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to

enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

17.13 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

17.14 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.