

TERMS OF SERVICE

Last Updated: February 21, 2018

PLEASE READ THESE TERMS CAREFULLY. YOUR USE AND INTERACTION WITH OUR WEBSITE, PORTAL AND/OR SERVICES INDICATE THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS SITE OR OUR SERVICE. TERMS OF SERVICE

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OVERVIEW

These Terms of Service constitute a legally binding agreement (“Agreement”) between you and The Chayah Movement (“Chayah”) governing your use of the Chayah’s website (Chayah.co) (“Site”) and the wardrobe consultations provided by Chayah Stylists (“Chayah Services”). Your use of the Chayah Services constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service, and the Privacy Policy (the “Privacy Policy”) available here, and any future changes and additions to this Agreement (as defined below) as we may publish from time to time. The Privacy Policy is incorporated by reference into these Terms of Service and together form and are hereinafter referred to as this “Agreement”.

BOOKING SERVICES

The Chayah Site can be used to book in-home, virtual and office services via our appointment tool. Services are provided based on need of the client, which include but are not limited to resale, vintage and current clothes and an introduction to new brands and styles. Users are required to provide details on the Site in order to book a Wardrobe Consultation. These details will be processed through the Acuity Scheduler platform. Payment is required at the time of booking and is processed using Square. Additionally, we may outsource a service based on demand to meet the needs of the client and client will be informed beforehand, if this is necessary.

USAGE OF THE CHAYAH SITE

Users who are eighteen (18) years of age or older who agree to the Terms of Service may book a service online at the Chayah Site. You agree that the information supplied will be accurate and that you will not supply the email address of, or other contact details of, another person. Additionally, you agree not to (i) take any action or (ii) make available any content on or through the Chayah Services that: (A) violates any third-party right, including any intellectual property or proprietary right; (B) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (C) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (D) involves commercial activities and/or sales without our prior written consent; (E) impersonates any person or entity; (F) interferes with or attempts to interfere with the proper functioning of the Chayah Services in any way not expressly permitted by the Terms; or (G) attempts to engage in or engage in, any potentially harmful acts that are directed against the Chayah Services.

PAYMENT FOR SERVICES

When you book a service, we will charge you the full fee due as set forth on the Site. This Fee will be charged immediately to your credit card (or other payment method). By submitting your payment information via the Site, you authorize us to utilize our preferred payment platform to charge your credit card or other payment method available in accordance with this policy. You represent that you will not use any credit card (or other form of payment) unless you have the necessary authorization to do so. We will not be liable in the event your children or others acting with or without your permission use your credit card (or other form of payment) in order to book a service. Service Fees are paid directly to Chayah. Users are not required to pay Chayah reps service fees directly.

CONSULTATION NOTIFICATIONS (EMAIL/SMS)

By providing your email address, you hereby affirmatively consent to our use of your email address in order to (a) perform and improve upon the Chayah Services, (b) facilitate the carrying out of Chayah Services, (c) provide you with information and reminders regarding your upcoming service, changes and updates, service outages or alterations. By providing your mobile phone number when booking a service on the

Chayah Site, you affirmatively consent to our use of your mobile phone number for calls and texts (including pre-recorded and/or by automatic telephone dialing systems) in order to (a) perform and improve upon the Chayah Services, (b) facilitate the carrying out of Chayah Services, (c) provide you with information and reminders regarding your upcoming service, changes and updates, service outages or alterations. These calls and texts may include, among other things, reminders about upcoming service and/or request feedback regarding recent service. Chayah will not assess any charges for calls or texts, but standard message charges or other charges from your wireless carrier may apply. You may opt-out of receiving texts messages from us by texting “STOP” in response to any texts, or by emailing ChayahClothing@gmail.com and specifying you want to opt-out of texts. You may opt-out of receiving calls from us by stating that you no longer wish to receive calls during any call with us, or by emailing ChayahClothing@gmail.com and specifying you want to opt-out of calls. You understand that we may send you a text confirming any opt-out by you.

CANCELLATION POLICY

All appointments must be cancelled at least 48 hours from scheduled appointment in order to be eligible for a full refund. Appointments cancelled within 48 hours from scheduled appointment will not be eligible for a refund.

REFUNDS

There will be no refund after the scheduled service has been completed. While Chayah makes efforts to follow Client Preferences. For any service rendered, we do not guarantee that every service will comply with those preferences or be to your taste or liking. You are responsible for paying for the requested service, whether it conforms to your Preferences or not.

E-COMMERCE RETURNS AND SHIPPING

Flat rate \$5 shipping on all domestic orders. Shipping rates vary outside of the United States. Items ship within 3 to 5 days of purchase.

CHAYAH prides ourselves in selling quality upcycled, sustainable, curated vintage and resale pieces in great condition and free from any noticeable flaws. Unless otherwise mentioned. All items are final sale. If you have an issue, please email us at chayahclothing@gmail.com.

RELEASE

The Chayah Services only enables connections between Users and Chayah for Service requested. Chayah is not responsible for the performance of Chayah partners, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever, nor of the integrity, responsibility, qualifications or any of the actions or omissions whatsoever of the Users and/or Chayah Partners. Chayah makes no

representations about the suitability, reliability, timeliness, or accuracy of the Chayah Services, whether made through the Chayah Site, in public, private, or in offline interactions. The Chayah Services is only a platform for connecting Users with Chayah Services and Partners. Because Chayah is not involved in the actual contact between Users or in the completion of services, in the event that you have a dispute with one or more Chayah Partners, you release Chayah and its affiliates (and their respective officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

CHAYAH EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF CHAYAH SERVICES. NEWSLETTERS

You may sign up for the Chayah email Newsletter when booking a service online by checking the box next to “Subscribe: Sign up with your email address to receive news and updates.” You can opt-out from receiving these Newsletters from any email message that you receive by clicking the Unsubscribe link in the email. We will not send you spam or off-topic emails.

PRICING

Pricing for products and services may change from time to time. Please see Site for updated pricing when shopping or booking services.

SPECIAL PROMOTIONS

Chayah may from time to time provide certain promotional opportunities, sweepstakes and contests to Users. All such promotions will be run at the sole discretion of Chayah, and can be activated, modified or removed at any time by Chayah without advance notification. For information on these promotional opportunities, please consult the rules or entry guidelines.

CHANGES TO AGREEMENT

These Terms of Service are subject to occasional revision. We will notify you of any changes to our Terms of Service by posting the new Terms of Service and updating the "Last Updated" date above. At our discretion, we may also notify you of certain changes by sending you an email to the email address provided when booking Services. For existing users of the Chayah Services, any changes to these Terms of Service will be effective thirty (30) calendar days following our posting of the changes on our Chayah Site. These changes will be effective immediately for new users of the Chayah Services. Continued use of the Chayah Services, following such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Please regularly check here to view the then-current Terms.

CHAYAH PARTNERS

When interacting with other Users and Chayah Partners, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. NEITHER CHAYAH NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OR CHAYAH PARTNER OF THE CHAYAH SERVICES AND YOU HEREBY RELEASE CHAYAH AND ITS AFFILIATES OR LICENSORS FROM ANY LIABILITY. CHAYAH AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE CHAYAH SERVICES.

PRIVACY

We know that your privacy is important. For this reason, we have created a privacy policy that describes our collection, use and disclosure practices regarding any personal information that you provide to us. Please visit our privacy policy to learn more about how we collect, use and disclose the information that you provide to us or we otherwise learn about you through your use of the Chayah Services, including how we market our services. INTELLECTUAL PROPERTY RIGHTS All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") that Users see or read through the Chayah Site or rendering of Chayah Services is owned by Chayah, excluding User Generated Content that Chayah has the right to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Chayah owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Chayah Site without Chayah's express prior written consent and, if applicable, the holder of the rights to the User Generated Content. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Chayah and, if applicable, the holder of the rights to the User Generated Content. 5 The service marks and trademarks of Chayah, including without limitation CHAYAH and CHAYAH logos are service marks owned by Chayah. Any other trademarks, service marks, logos and/or trade names appearing via the Chayah Site are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

USER CONDUCT

You agree that you will not use these sites to perform the following actions:

Offensive Posting

Posts of a patently offensive nature are not allowed. This includes, but is not limited to:

- Using vulgar, profane, or sexually explicit language
- Using race, religion, sexual orientation, culture, ethnicity, handicap, nationality, or gender as a means of insult
- Using sexual preference terms as a term of insult in any way, shape, or form
- Using threatening, harassing, defamatory, hate-speech, or libelous language
- Posting or requesting links to or material from pornographic, obscene, or hate-speech websites
- Posting links to websites with potentially offensive content without a clear warning
- Descriptions or details about any sexual act or sexual organs

Posting content from other websites. Any content you post on the Chayah Site must be your original work. If it is owned by another, you must have authorization from the copyright owner. If you post content from another source, please include a link back to the original content.

Flaming (Insulting Other Users). Posts clearly insulting, calling out, provoking or harassing other board members, individually or as a group, directly or indirectly, are not allowed. This includes, but is not limited to: Name-calling ("You're an idiot", "You moron") Direct insults ("Screw you") Offensive orders ("Go kill yourself") Insinuations ("Are you stupid or something?") or insults towards family ("Your mom...")

Trolling (Inciting Flames). Posts intended solely to annoy and/or offend other posters by going against the clear nature of a board or topic are not allowed. This includes, but is not limited to:

- Provoking other users to respond with flames
- Constant bickering/arguing
- Making misleading topic titles
- Asking obviously useless questions
- Posting false information as fact

Illegal Activities. Posts that violate or incite others to violate the law are not allowed. This includes, but is not limited to, asking for or providing, in any way, shape, or form:

- Illegal copies of copyrighted software (ROMs, Warez)
- Methods of circumventing copyright protection (Cracks, No-CD Patches, CD Keys, mod chips)
- Illegal copies of copyrighted music (MP3s), movies, videos, or any other type of media
- Reprints of material from other websites (pay or free)
- Ordering or purchasing alcohol if under the age of 21 years

Advertising. Posts that clearly advertise a service or product are not allowed. This includes, but is not limited to:

- Unsolicited commercial or personal website advertisements
- For-Sale/For-Trade/For-Auction/Wanted notices

- "Make Money Fast" scams, chain letters, and pyramid schemes
- Advertising for another message board

Users are allowed to include a website address in a signature, request comments on their personal site in a social setting, or provide interesting or relevant links to another site.

Disruptive Posting. Posts that disrupt the message boards for other users, intentional or not, are prohibited. This includes, but is not limited, to:

- Message posts or topic titles that force browsers to scroll horizontally
- Large blank or content-free posts
- "Bumping" multiple older topics (posting in them well after the last post)
- Posting multiple identical or near-identical messages or topics
- Intentionally hard-to-read topic titles (i.e. ALL CAPS, AlTeRnAtE cApS, no spaces, no or excessive punctuation, 1337 speak, et cetera)
- Posting multiple hard-to-read or nonsensical messages in a single or multiple topics
- Posting large ASCII art (except in social topics specifically calling for it)
- Post counting (i.e. "First", "100th Post")

Flooding, Invading, and Board Wars. Users may be immediately banned (along with any associated accounts) for:

- Flooding a board with multiple disruptive topics or posts
- Invading another board (flooding a board as a group with multiple topics or posts)
- Instigating, participating in, or retaliating in an invasion of a message board or any other online service
- Announcing or inciting a "war" or any conflict with the regular members of another board

Impersonation. Users may be immediately banned (along with any associated accounts) for impersonating other users by creating and/or using a name clearly intended to impersonate, mock, or antagonize another user, or otherwise falsely claiming to be another.

Harassment/Stalking/Privacy. Continual harassing behavior directed towards a certain individual or group with the intent of creating an intimidating, offensive, or hostile environment on the boards, with or without use of explicit or implicit threats is strictly prohibited. Posting private information without permission is also prohibited. Posts inquiring about temporarily suspended or banned users (for example: "free this user" or "why did this user get banned") will be removed and poster issued a warning. Continued posts of this nature will result in suspension.

Other. Any other activity that is clearly detrimental to the flow of conversation and normal activities of the boards and its users may also be deleted. 7 Relevance and Posting Rules. You must have firsthand experience with any Stylist on which you provide feedback or comments. Offensive Content: You may be exposed to content that you find offensive, indecent or objectionable or that is inaccurate, and you bear all risks associated with using that content. We have the right, but not the obligation, to remove any content

that may, in our sole discretion, violate these Terms or that is otherwise objectionable. CHAYAH is not responsible for screening content before it is posted.

COPYRIGHT COMPLAINTS AND DMCA AGENT

Company respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Chayah Services infringe upon your copyright or other intellectual property right, please send the following information to Chayah's at: chayahclothing@gmail.com , 1600B SW Campus Drive, #1006, Federal Way, WA 98023:

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Chayah Site where the material you claim is infringed is located. Include enough information to allow Chayah to locate the material, and explain why you think an infringement has taken place;
- A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- Your address, telephone number, and e-mail address;
- A 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; • A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

GOVERNING LAW

You further consent that this Agreement is governed by and shall be construed in accordance with the laws of the State of Washington, U.S.A. without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Washington for any disputes arising out the use of the Chayah Services. This Agreement constitutes the entire agreement between the parties with respect to the subject matter that it describes. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the information it covers. 8 If, for any reason, a court of competent jurisdiction finds any provision or part of a provision of this Agreement unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement. Any remaining provisions of the Agreement will continue to be enforced with full effect.

BUGS AND EXPLOITS

Using exploits or tricks in the Chayah Site's code or third party platforms to gain privileges, access, or abilities not clearly intended by the board design is prohibited. Making exploits public or using them for personal benefit is grounds for immediate loss of access to the Chayah Services.

SITE SECURITY AND CONDUCT

We have incorporated all reasonable and commercially available measures to protect the Site from unauthorized access. Any unauthorized commercial use of the Chayah Service is expressly prohibited. You agree to comply with all applicable local, state, national, and international laws and regulations and are solely responsible for all acts or omissions that occur when using the Site and/or Chayah Services. You are also responsible for the acts or omissions of any individual to whom you grant access—either intentionally or unintentionally. Further, by way of example and not as a limitation, you agree not to:

1. harvest or otherwise collect information about others, including e-mail addresses, without their consent;
2. create a false identity or forged e-mail address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;
3. transmit any material that contains viruses, Trojan horses, worms, trap doors, back doors, Easter eggs, time bombs, cancelbots, netbots, or any other harmful or deleterious programs or scripts;
4. violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Chayah Service;
5. interfere with or disrupt networks connected to the Chayah Service or violate the regulations, policies or procedures of such networks;
6. attempt to gain unauthorized access to the Chayah Service, other accounts, computer systems or networks connected to the Chayah Service, through password mining or any other means; or
7. interfere with another User's use and enjoyment of the Chayah Service.

SYSTEM AND NETWORK SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. We will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. You must take reasonable security precautions in light of your use of the Chayah Service. You are solely responsible for any breaches of security affecting the servers under your control.

LINKS TO OTHER WEBSITES The Site may contain links and pointers to other websites that are maintained by third parties. Such links do not mean that we endorse these third-party sites or any materials they contain. Of course we do not control, and thus are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

NO AGENCY

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

DISCLAIMER OF WARRANTIES

USE OF THE CHAYAH SERVICES IS ENTIRELY AT YOUR OWN RISK.

The Chayah Services and all content, products and services included on or otherwise made available to you through the Chayah Services are provided by Chayah "with all faults" and on an "as is" and "as available" basis, unless otherwise specified in writing. Chayah makes no representations or warranties of any kind, whether express or implied, as to the operation of the Chayah Services or any content, products or services included on, or otherwise made available to you through, the Chayah Services, unless otherwise specified in writing, including, but not limited to, any warranties of merchantability, fitness for a particular use or purpose, non-infringement, quiet enjoyment, and accuracy. We make no warranty that the Chayah Services will meet your requirements, or that the Chayah Services will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Chayah Services, or that defects in the Chayah Services will be corrected. We specifically disclaim any liability associated with the use of the Chayah Services and you agree that you will not sue Chayah for any claim related to any Chayah Services. You understand and agree that you will be solely responsible for any damage to your computer or loss of data that results from the download of any material, content, and/or use of the Chayah Services. No advice or information, whether oral or written, obtained by you from us through the Chayah Services, or otherwise will create any warranty, representation or guarantee not expressly stated in these Terms of Use.

Some states do not allow exclusion of implied warranties, so these exclusions may not apply in individual cases. You may have additional rights that vary from state to state. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty, the scope and duration of such warranty will be the maximum permitted under such applicable law.

LIMITATION ON LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY COLLECTING PAYMENT, COORDINATING THE SCHEDULING OF WARDROBE CONSULTATIONS, AND PROVIDING ACCESS TO THE CHAYAH SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE CHAYAH SERVICES,

REGARDLESS OF WHETHER SUCH DAMAGES WHETHER KNOWN OR UNKNOWN AND ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, OR SERVICE PROVIDED BY CHAYAH, DESTRUCTION OF YOUR INFORMATION OR OTHERWISE. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE PRODUCTS OR FOR ANY INFORMATION APPEARING ON ANY OTHER SITE LINKED TO OUR CHAYAH SERVICES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE CHAYAH SERVICES IS LIMITED, IN AGGREGATE, TO THE GREATER OF (I) THE TOTAL AMOUNT OF YOUR WARDROBE CONSULTATION BOOKINGS IN THE THREE (3) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO OUR LIABILITY, OR (II) FIFTY DOLLARS (U.S. \$50.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL CHAYAH BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Chayah, our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from: (i) your use of the Chayah Services (except to the

extent prohibited by law); (ii) your violation of these Terms of Use; (iii) your violation of any rights of any other person or entity; (iv) any content, information or materials you upload to the Chayah Services; or (v) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by you into the Services.

VIOLATION OF TERMS AND TERMINATION

You agree that we, in our sole discretion, may immediately terminate your access to the Services at any time, for any reason, in our sole discretion. You agree that we will not be liable to you or any other party for any termination of your access to the Chayah Services. You may terminate this Agreement at any time by ceasing all use of the Chayah Services. All sections which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

MODIFICATION TO THE SITE OR SERVICES

We reserve the right to modify or discontinue the Chayah Services with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Chayah Services. If you object to any such changes, your sole recourse will be to cease access to the Chayah Services. Continued access to the Chayah Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Chayah Services as so modified.

GENERAL PROVISIONS Failure by Chayah to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and Chayah with respect to its subject matter. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement will inure to the benefit of Chayah, its successors and assigns.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE AND PRIVACY POLICY AND AGREE THAT MY USE OF THE CHAYAH SERVICES IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.