

TERMS & CONDITIONS

AGGREGATE LLC

Effective Date: August 8, 2017; Last Updated August 8, 2017

PLEASE READ THIS TERMS OF USE AGREEMENT (THE "TERMS") CAREFULLY. BY ACCESSING, BROWSING OR USING THE AGGREGATE LLC WEBSITE AVAILABLE AT WWW.AGGREGATEWATCHES.COM OR ANY WEBSITE WITH LINKS TO THIS AGREEMENT (THE "WEBSITE") IN ANY WAY OR CLICKING AN "I ACCEPT" OR SIMILAR BUTTON, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH AGGREGATE LLC, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS ON BEHALF OF YOURSELF OR THE COMPANY YOU WORK FOR, AND TO BIND THAT COMPANY TO THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THIS WEBSITE.

THESE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE MOST DISPUTES.

THESE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE THAT The Terms are subject to change by AGGREGATE LLC in its sole discretion at any time. When changes are made, AGGREGATE LLC will make a new copy of the Terms available at the Website. We will also update the "Last Updated" date at the top of the Terms. If we make any material changes, and you have provided us with your e-mail address, we will also send an e-mail to you at the last e-mail address you provided to us. Any changes to the Terms will be effective immediately for new users of the Website and will be effective for existing users upon the

earlier of thirty (30) days after posting of notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes. AGGREGATE LLC may require you to provide consent to the updated Terms in a specified manner before further use of the Website 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. Otherwise, your continued use of the Website constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. Use of AGGREGATE LLC Properties. The Website and the content and information available on the Website (“AGGREGATE LLC Properties”) are protected by copyright laws throughout the world. Subject to the Terms, AGGREGATE LLC grants you a limited license to reproduce portions of AGGREGATE LLC Properties for the sole purpose of using the Website for your personal purposes. Unless otherwise specified by AGGREGATE LLC in a separate license, your right to use any AGGREGATE LLC Properties is subject to the Terms.
 - Certain Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit AGGREGATE LLC Properties or any portion of AGGREGATE LLC Properties; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other AGGREGATE LLC Properties (including images, text, page layout or form) of AGGREGATE LLC; (c) you shall not use any metatags or other “hidden text” using AGGREGATE LLC’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 AGGREGATE LLC 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 AGGREGATE LLC Properties in order to build a similar or competitive website, application or service; and (g) except as expressly stated herein, no part of AGGREGATE LLC Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update or other addition to AGGREGATE LLC Properties shall be subject to the Terms. AGGREGATE LLC, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of AGGREGATE LLC Properties terminates the licenses granted by AGGREGATE LLC pursuant to the Terms.

2. Order and Acceptance.

- Order Acceptance Process. Each part of an order that you submit to AGGREGATE LLC constitutes an offer to purchase merchandise. If you have placed your order through the Website, then, after AGGREGATE LLC receives your order, you will receive an email from AGGREGATE LLC confirming receipt of your order (usually in minutes). AGGREGATE LLC is not deemed to have accepted any part of your order until the requested merchandise has been shipped and AGGREGATE LLC has sent a shipment confirmation email.
- Order Issues.
 - If AGGREGATE LLC rejects your order due to an error in pricing and/or other information about the merchandise, then AGGREGATE LLC will notify you at the email address that you have provided. Once the error has been corrected, AGGREGATE LLC will ask you whether or not you would like to re-submit your order to purchase the relevant merchandise. If AGGREGATE LLC has notified you that your order has been accepted by sending you a shipment confirmation email, then you will not be required to pay a price that is greater than the price that was displayed on the Website at the time at which you placed your order. If

AGGREGATE LLC has distributed merchandise that is different from the description of the relevant merchandise (as displayed on the Website at the time at which you placed your order), then you may request a return or an exchange. For additional details, please review the AGGREGATE LLC Returns Policy available at <http://www.aggregatewatches.com/docs/returns>.

- Although it is unlikely that AGGREGATE LLC would refuse to accept an order, AGGREGATE LLC reserves the right to deny any order for any reason, including where the following situations arise: (i) insufficient information or errors in billing, payment, and/or shipping information; (ii) orders that cannot be processed due to erroneous information that you have provided, which includes, but is not limited to incorrect credit card or debit card number, expiration date, security value, or other incorrect information regarding payment types; (iii) suspected fraudulent information; or (iv) delayed shipment or unavailability of merchandise.
- AGGREGATE LLC may refuse to accept any order if fraudulent activity is suspected. AGGREGATE LLC may refuse to process any subsequent order from a customer who has a history of placing fraudulent orders.
- AGGREGATE LLC may refuse any order that is connected with a previous credit card dispute.
- Order Cancellation. If an item of merchandise is delayed out of the AGGREGATE LLC fulfillment center or becomes unavailable, or if there is an error on the Website pertaining to the order (e.g. an error pertaining to the price and/or description of merchandise), then AGGREGATE LLC may cancel the order. If this occurs, then AGGREGATE LLC will contact you so that you are aware of the situation.
- Restrictions on Resale. In order to protect AGGREGATE LLC's intellectual property rights, any suspected resale of merchandise for personal and/or business profit is strictly prohibited. AGGREGATE LLC will not accept any order that is deemed to possess characteristics of

reselling. AGGREGATE LLC reserves the right to cancel any subsequent order from a customer who has been suspected of reselling.

3. Payment Terms.

- Payment. All prices are quoted in the denomination stated. To make a purchase, you must provide a valid credit card (Visa, MasterCard, or any other issuer accepted by us) (“Payment Provider”). Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing AGGREGATE LLC with your credit card number and associated payment information, you hereby authorize AGGREGATE LLC to immediately charge your credit card for all fees and charges due and payable to AGGREGATE LLC hereunder or credit your credit card for any refunds owed and that no additional notice or consent is required. You agree to immediately notify AGGREGATE LLC of any change in your billing address or the credit card used for payment hereunder. AGGREGATE LLC reserves the right at any time to change its prices and billing methods, either immediately upon posting on the AGGREGATE LLC Properties or by e-mail delivery to you.
- Refunds. Payments made to AGGREGATE LLC are subject to refund in accordance with AGGREGATE LLC’s refund policy available at <http://www.aggregatewatches.com/docs/returns>.
- Taxes. AGGREGATE LLC’s fees are net of any applicable Sales Tax. If any products or Services, or payments for any products or Services, under the Terms are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to AGGREGATE LLC, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority and you will indemnify AGGREGATE LLC for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, “Sales Tax” will mean any sales or use tax, and any other tax measured by sales proceeds, that

AGGREGATE LLC is permitted to pass to its customers that is) the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

- Discounts and Promo Codes. We may, in our sole discretion, create discounts and promotional codes that may be redeemed for credit in your Account, or other features or benefits, subject to any additional terms that we establish on a per promotional code basis (“Promo Codes”). Promo Codes may only be used once per person. Only Promo Codes sent to you through official AGGREGATE LLC communications channels are valid. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by us; (iii) may be disabled by us at any time for any reason without liability to us; (iv) may only be used pursuant to the specific terms that we establish for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use.
- Disputes. You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived.

4. Third Party Payment Services Provider. AGGREGATE LLC uses Stripe Inc. (“Stripe”) and PayPal, Inc. (“PayPal”) as a third party service providers for payment services (e.g., credit card transaction processing, merchant settlement, and related services). By using the AGGREGATE LLC Properties, you agree to be bound by Stripe’s US Terms of Service available at <https://stripe.com/us/terms> and Privacy Policy available at <https://stripe.com/us/privacy> and PayPal’s User Agreement available at <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full> and Privacy Policy available at <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>, as applicable. You hereby consent to provide and authorize AGGREGATE LLC, Stripe, and PayPal to share any information and payment instructions you provide to the extent required to complete the payment transactions in accordance with the Terms, including personal, financial, credit card payment, and transaction information.

5. Responsibility for Content.

- Types of Content. You acknowledge that all Content, including AGGREGATE LLC Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not AGGREGATE LLC, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“Make Available”) through AGGREGATE LLC Properties (“Your Content”), and that you and other Users of AGGREGATE LLC Properties, and not AGGREGATE LLC, are similarly responsible for all Content they Make Available through AGGREGATE LLC Properties (“User Content”).
- No Obligation to Pre-Screen Content. You acknowledge that AGGREGATE LLC has no obligation to pre-screen Content (including, but not limited to, User Content), although AGGREGATE LLC reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, 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, or voice communications. In the event that AGGREGATE LLC pre-screens, refuses or removes any Content, you acknowledge that AGGREGATE LLC will do so for AGGREGATE LLC’s benefit, not yours. Without limiting the foregoing, AGGREGATE LLC shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

6.

- AGGREGATE LLC Properties. You agree that AGGREGATE LLC and its licensors and suppliers own all rights, title and interest in AGGREGATE LLC Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying AGGREGATE LLC Properties.
- Trademarks. AGGREGATE LLC’s stylized name and other related graphics, logos, service marks and trade names used on or in connection with AGGREGATE LLC Properties are the trademarks of AGGREGATE LLC 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 AGGREGATE LLC Properties are the property of their respective owners.

- 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 AGGREGATE LLC Properties.
- Your Content. AGGREGATE LLC does not claim ownership of Your Content. However, when you as a user post or publish Your Content on or in AGGREGATE LLC 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.
- License to Your Content. Subject to any applicable account settings that you select, you grant AGGREGATE LLC 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 and providing AGGREGATE LLC 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 AGGREGATE LLC 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 AGGREGATE LLC, are responsible for all of Your Content that you Make Available on or in AGGREGATE LLC Properties.

7. You agree that submission of any ideas, suggestions, documents, and/or proposals to AGGREGATE LLC (“Feedback”) is at your own risk and that AGGREGATE LLC 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 AGGREGATE LLC 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 AGGREGATE LLC Properties.

8. User Conduct. As a condition of use, you agree not to use AGGREGATE LLC Properties for any purpose that is prohibited by the Terms or by applicable law. You shall not (and shall not permit any third-party) either (a) to take any action or (b) Make Available any Content on or through AGGREGATE LLC 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 AGGREGATE LLC'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 AGGREGATE LLC; (vi) interferes with or attempts to interfere with the proper functioning of AGGREGATE LLC Properties or uses AGGREGATE LLC Properties in any way not expressly permitted by the Terms; or (vii) to attempt or engage in, any potentially harmful acts that are directed against AGGREGATE LLC Properties, including but not limited to violating or attempting to violate any security features of AGGREGATE LLC Properties, introducing viruses, worms, or similar harmful code into AGGREGATE LLC Properties, or interfering or attempting to interfere with use of AGGREGATE LLC Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" AGGREGATE LLC Properties.
9. Interactions with Other Users.

- User Responsibility. You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services; provided, however, that AGGREGATE LLC reserves the right, but has no obligation, to intercede in such disputes. You agree that AGGREGATE LLC will not be responsible for any liability incurred as the result of such interactions.
- Content Provided by Other Users. AGGREGATE LLC Properties may contain User Content provided by other users. AGGREGATE LLC is not responsible for and does not control User Content. AGGREGATE LLC 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.

10. Third-Party Websites. AGGREGATE LLC Properties may contain links to third-party websites (“Third-Party Websites”). When you click on a link to a third-party website, we will not warn you that you have left AGGREGATE LLC Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of AGGREGATE LLC. AGGREGATE LLC is not responsible for any Third-Party Websites. AGGREGATE LLC provides these Third-Party Websites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites 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, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

11. AGGREGATE LLC may, but is not obligated to, monitor or review the Website at any time. Without limiting the foregoing, AGGREGATE LLC shall have the right, in its sole discretion, to remove any content for any reason (or no reason), including if such content violates the Terms or any applicable law. Although AGGREGATE LLC does not generally monitor user activity, if AGGREGATE LLC becomes aware of any possible violations by a user of any provision of the Terms, AGGREGATE

LLC reserves the right to investigate such violations, and AGGREGATE LLC may, at its sole discretion, immediately terminate the user's license to use the AGGREGATE LLC Properties, or change, alter or remove any content, in whole or in part, without prior notice.

12. You agree to the terms of our privacy policy available at <http://www.aggregatewatches.com/docs/privacypolicy>.
13. You agree to indemnify and hold the AGGREGATE LLC Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of, or inability to use, AGGREGATE LLC Properties; (b) your violation of the Terms; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. AGGREGATE LLC 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 AGGREGATE LLC in asserting any available defenses. You agree that the provisions in this section will survive any termination of the Terms or your access to AGGREGATE LLC Properties.
14. Disclaimer of Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF AGGREGATE LLC PROPERTIES IS AT YOUR SOLE RISK, AND AGGREGATE LLC PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. AGGREGATE LLC 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, TITLE, AND NON-INFRINGEMENT. AGGREGATE LLC PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) AGGREGATE LLC PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF AGGREGATE LLC PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) ANY ERRORS IN AGGREGATE LLC PROPERTIES WILL BE CORRECTED. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR

ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

15. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ANY AGGREGATE LLC PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH AGGREGATE LLC PROPERTIES OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT AGGREGATE LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE AGGREGATE LLC PROPERTIES OR (2) ANY OTHER MATTER RELATED TO AGGREGATE LLC PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO AGGREGATE LLC PROPERTIES SHALL IN NO EVENT EXCEED THE GREATER OF (A) THE AMOUNT RECEIVED BY AGGREGATE LLC AS A RESULT OF YOUR USE OF AGGREGATE LLC PROPERTIES OR (B) ONE HUNDRED DOLLARS (\$100). YOU AND AGGREGATE LLC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, AGGREGATE LLC PROPERTIES OR ANY CONTENT POSTED ON AGGREGATE LLC PROPERTIES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AGGREGATE LLC AND YOU. THE LAWS OF SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS,

EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS.

16. Procedure for Making Claims of Copyright Infringement. If you believe that your work has been copied and posted on the AGGREGATE LLC 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 Company 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 AGGREGATE LLC's Copyright Agent for notice of claims of copyright infringement is as follows: [Michael Yim, 65 Washington St. #202, Santa Clara, CA 95050 United States].

17. Term and Termination.

- Term. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use AGGREGATE LLC Properties, unless terminated earlier in accordance with the Terms.
- Termination. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Terms, if we are required to do so by law (e.g., where the provision of any of AGGREGATE LLC Properties is, or becomes, unlawful), or if we choose to discontinue AGGREGATE LLC Properties (in part or in whole), we have the right to, immediately and without notice, suspend or terminate any AGGREGATE LLC Properties provided to you. If we become aware of any possible violations by you of the Terms, we reserve the right to investigate such violations. In the event that we determine, in our sole discretion, that you have breached any portion of the Terms, or have otherwise

demonstrated inappropriate conduct, we reserve the right to (i) warn you via e-mail (to any e-mail address you have provided to us) that you have violated the Terms; (ii) notify and/or send any content you have provided to us to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (iii) pursue any other action which we deem to be appropriate. If, as a result of the investigation, we believe that illegal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. We are entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in AGGREGATE LLC Properties in our possession in connection with your use of AGGREGATE LLC Properties, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Terms; (iii) respond to your requests for customer service; or (iv) protect the rights, property or personal safety of AGGREGATE LLC, its users or the public, and to comply with the requests of all law enforcement or other government officials, as we in our sole discretion believe to be necessary or appropriate. We reserve the right, in our sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you. You agree that all terminations shall be made in our sole discretion and that we shall not be liable to you or any third-party for enforcing this provision. If you want to terminate the Services provided by AGGREGATE LLC, you may do so by (a) notifying AGGREGATE LLC at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to 65 Washington St. #202, Santa Clara, CA, 95050, United States. 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.

AGGREGATE LLC will not have any liability whatsoever to you for any suspension or

termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

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

19.

- *Dispute Resolution. Please read this Arbitration Agreement carefully. It is part of your contract with AGGREGATE LLC and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*
 - *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by AGGREGATE LLC that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and AGGREGATE LLC, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.
 - *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute

(“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to AGGREGATE LLC should be sent to: [65 Washington St. #202, Santa Clara, CA, 95050, United States]. After the Notice is received, you and AGGREGATE LLC may attempt to resolve the claim or dispute informally. If you and AGGREGATE LLC do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

- Arbitration Rules. Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that AGGREGATE

LLC made to you prior to the initiation of arbitration, AGGREGATE LLC will pay you the greater of the award or \$2,500. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

- *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- *Time Limits.* If you or AGGREGATE LLC pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the JAMS rules for the pertinent claim.
- *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and AGGREGATE LLC, and the dispute 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 JAMS rules, and the Terms. 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 AGGREGATE LLC.
- *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF

A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court.

- *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, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with AGGREGATE LLC.
- *Small Claims Court.* Notwithstanding the foregoing, either you or AGGREGATE LLC may bring an individual action in small claims court.

- *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Francisco County for such purpose.

20. General Provisions.

- **Governing Law.** The Terms 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.
- **Electronic Communications.** The communications between you and AGGREGATE LLC use electronic means, whether you visit AGGREGATE LLC Properties or send AGGREGATE LLC e-mails, or whether AGGREGATE LLC posts notices on AGGREGATE LLC Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from AGGREGATE LLC in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that AGGREGATE LLC 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.

- Release. You hereby release AGGREGATE LLC 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 third-party websites or your use of AGGREGATE LLC 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 or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor.”
- Assignment. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without AGGREGATE LLC’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
- Force Majeure. AGGREGATE LLC 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.
- Compliance. If you believe that AGGREGATE LLC has not adhered to the Terms, please contact AGGREGATE LLC by emailing us at info@Aggregatewatches.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.
- Notice. Where AGGREGATE LLC requires that you provide an e-mail address, you are responsible for providing AGGREGATE LLC with your most current e-mail address. In the event that the last e-mail address you provided to AGGREGATE LLC is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, AGGREGATE LLC’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to AGGREGATE LLC at the following address:
AGGREGATE LLC; 65 Washington St. #202, Santa Clara, CA 95050, United States. Such

notice shall be deemed given when received by AGGREGATE LLC by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

- Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- Severability. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- Export Control. You may not use, export, import, or transfer AGGREGATE LLC Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained AGGREGATE LLC Properties, and any other applicable laws. In particular, but without limitation, AGGREGATE LLC 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 AGGREGATE LLC 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 AGGREGATE LLC 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 AGGREGATE LLC 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 any products, services or technology provided by AGGREGATE LLC, either directly or indirectly, to any country in violation of such laws and regulations.

- 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.
- Entire Agreement. The Terms are 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.