

## **TERMS OF USE**

### **Acceptance of the Terms of Use**

These terms of use (“Terms of Use”) are entered into by and between you and The Retro Company Group LLC (“retro co.”, “we”, “us” or “our”). By accessing or using any portion of the retro co. online website application (and any other features, content or applications made available through the website from time to time by retro co.), including the official retro co. corporate website, Independent Chief Inspiration Officer (“CIO”) personal websites, CIO-only portion of the websites, known as the “Back-Office”, and any other websites or mobile application under the control of retro co which reference these Terms of Use however accessed (together, the “Website”), you agree to be bound to and abide by these Terms of Use.

**Please read the Terms of Use carefully before using the Website as these Terms of Use set forth the legally binding terms and conditions for your use of the retro co. Website and purchase/or use of our goods, or services and affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, please do not access or use the Website.**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective thirty (30) days after publication of notice is posted, and apply to all access to and use of the Website thereafter. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Your continued use of the Website following the effective date of an amendment means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Retro co. may change the Website or delete content or features of the Website at any time, in any way, for any or no reason at our discretion.

If you are a CIO, your access to and use of the Website is also governed by the terms and conditions of your Independent Chief Inspiration Officer Agreement (“ICIO Agreement”), including the retro co. Policies & Procedures.

### **Registration**

Some services on the Website permit or require you to create an account to participate in or to secure additional benefits. You agree that you are responsible for any activity that occurs through your account. You also represent that all information you provide or provided to retro co. upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy. Our use of any such information that you provide is governed by our Privacy Policy.

You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person’s username, password or other account information, or another person’s name, likeness, voice, image or photograph. You are responsible for keeping your user name and password secret and secure. Notify retro co. immediately if you believe that someone has used your username or login ID without your authorization.

### **Accessing the Website**

By using the Website, you acknowledge that:

- 1 You are at least thirteen (13) years old.
- 2 You may not use the Website for the purpose of exploiting, harming or attempting to exploit or harm anyone in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- 3 You have read and agree to be bound by these Terms of Use and our [Privacy Policy](#), which is incorporated by reference.
- 4 You are responsible for any fees charged by your internet service provider or mobile carrier for using the Website, including, but not limited to data transfer fees.

- 5 You may not post inaccurate, violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Website.
- 6 You are responsible for ensuring that any networks you are using to access the Website are secure and will not hold retro co. responsible for any consequences of using the Website on an unsecure network.
- 7 You must not directly or indirectly promote or advertise any non-retro co. business opportunity.
- 8 You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Website, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
- 9 You may not use the Website for any illegal or unauthorized purpose. You agree to comply with all applicable federal, state, local or international laws, rules and regulations applicable to your use of the Website and your Content (defined below), including but not limited to, copyright laws.
- 10 You are solely responsible for your conduct and any content, data, text, files, information, usernames, images, graphics, photos, profiles, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Website.
- 11 You must not impersonate or attempt to impersonate retro co., a retro co. employee, another user or any other person or entity.
- 12 You must not interfere or disrupt the Website or servers or networks connected to the Website, including by transmitting any trojan horses, worms, logic bombs, viruses, spyware, malware or any other code of a malicious or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Website page is rendered or displayed in a user's browser or device.
- 13 You must not create accounts with the Website through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
- 14 You must not attack the Website via a denial of service attack or a distributed denial of service attack.
- 15 You must not engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or attempt to restrict another user from using or enjoying the Website and you must not encourage or facilitate violations of these Terms of Use.
- 16 You are solely responsible for your interaction with other users of the Website, whether online or offline. You agree that retro co. is not responsible or liable for the conduct of any user. Retro co. reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users.
- 17 Violation of these Terms of Use may, in retro co.'s sole discretion, result in termination of your retro co. account. You understand and agree that retro co. cannot and will not be responsible for the Content posted on the Website and you use the Website at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for retro co., we can stop providing all or part of the Website to you.

### **General Terms and Conditions**

- 1 We reserve the right to withdraw, amend, remove or terminate the Website or your access to the Website for any reason, without notice and without liability to you. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.
- 2 We reserve the right to refuse access to the Website to anyone for any reason at any time.
- 3 We reserve the right to reclaim or force forfeiture of any username for any reason.
- 4 You agree that if you request that we connect you to a CIO or make a purchase through the Website and you do not have a CIO, we may provide your information to a CIO near you. A CIO may contact you using the contact information you provided to us.
- 5 We may, but have no obligation to, do any of the following at our discretion (a) monitor and/or filter any Content (including without limitation by means of blocking or replacing expletives or other language that may be deemed harmful or offensive); (b) alter, remove, or refuse to send, transmit or otherwise use any Content (including, without limitation, by suspending the processing and shipping of any order relating to any Content); and/or (c) disclose any Content, and the

- circumstances surrounding the transmission or use thereof, to any third party in order to operate the Website; to protect our affiliates, distributors, partners, licensors, advertisers, sponsors, and users; to comply with legal obligations or governmental requests; to enforce these Terms of Use; or for any other reason or purpose.
- 6 We do not endorse and have no control over any Content and cannot guarantee the authenticity of any date which users may provide about themselves.
  - 7 By using the Website, you authorize retro co. to periodically send you information and updates relating to our business, products, programs, promotions, and other matters.
  - 8 If you purchase any products or services through the Website, we will ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third party payment processor must be accurate, current and complete.
  - 9 There may be links from the Website, or from communications you receive from the Website, to third-party web sites, resources or features. There may also be links to third-party web sites or features in images or comments within the Website. The Website also includes third-party content that we do not control, maintain or endorse. Functionality on the Website may also permit interactions between the Website and a third-party web site or feature, including applications that connect the Website with a third-party web site or feature. Retro co. does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that retro co. is in no way responsible or liable for any such third-party services or features. **YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE WEBSITE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY AND YOU ACCESS SUCH THIRD PARTY SERVICES SOLELY AT YOUR OWN RISK.**
  - 10 If you link to the Website from another website (which includes, but is not limited to, social media sites), the following restrictions apply to the site to which you link and the link itself:
    - The site/link shall not imply, either directly or indirectly, that retro co. is endorsing its products, services, mission, beliefs, or any other aspect of the site or those sponsoring the site;
    - The site/link shall not use any of retro co.'s trademarks or the trademarks of our licensors;
    - The site/link shall not contain content or material that could be construed as offensive, controversial or distasteful and should only contain content that is appropriate for all age groups;
    - The site/link shall not disparage retro co., its officers, agents, employees, products, or services in any way or otherwise negatively affect or harm its/their reputation and goodwill;
    - The site/link from which you link shall not present false or misleading information about retro co. or the opportunity;
    - The site/link shall not misrepresent any relationship with retro co.;
    - The site/link shall not replicate in any manner any content in the Website; and
    - The site/link shall not create a browser or border environment around Website material.
  - 11 "Public Forum" means an area or feature offered as part of the Website that offers the opportunity for users to distribute Content for viewing by one or more Website users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or e-mail function. You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Content to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. You are and shall remain solely responsible for the Content you distribute on or through the Website under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum. You should be skeptical about information provided by others, and you acknowledge that the use of any Content posted in any Public Forum is at your own risk. Retro co. is not responsible for, and does not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum, and retro co. specifically disclaims any and all liability in connection therewith.

- 18 We prohibit crawling, scraping, caching or otherwise accessing any content on the Website via automated means, including but not limited to, user profiles and photos.
- 19 Special terms apply to some services offered on the Website, such as subscription-based services, product purchases, rules for particular contests or sweepstakes or other features or activities. These terms will be posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, prevail over these Terms of Use.
- 20 Retro co. respects your privacy and the privacy of other visitors to the Website. To learn about our privacy practices and policies, please see our [Privacy Policy](#), incorporated by reference into these Terms of Use.

### **Intellectual Property Rights**

- 1 Retro co. does not claim ownership of any Content that you post on or through the Website. You retain copyright and any other rights you hold in your Content, but by submitting or otherwise providing any Content, you hereby grant to retro co. a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, fully-paid, transferable and sub-licensable license to use, modify, reproduce, distribute, prepare derivative works of, display and other otherwise fully exploit the Content that you post on or through the Website, subject to the Privacy Policy.
- 2 Except as otherwise described in the Privacy Policy, as between you and retro co., any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. None of your Content will be subject to any obligation of confidence on the part of retro co., and retro co. will not be liable for any use or disclosure of any Content you provide.
- 3 You represent and warrant that: (i) you own or otherwise control all rights in and to the Content posted by you on or through the Website or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) the posting and use of your Content on or through the Website does not infringe, violate or misappropriate the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Website; (iv) all of the Content posted by you on or through the Website do and will comply with these Terms of Use and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.
- 4 The Website contains content owned or licensed by retro co. (“retro co. Content”). Retro co. Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and retro co., retro co. owns and retains all rights in the retro co. Content and the Website. Except as stated herein or as otherwise provided in an express authorization from us, you will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the retro co. Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the retro co. Content. Retro co. grants you a limited license to access and make personal use of the Website and the retro co. Content, subject to these Terms of Use. Neither the Website nor any portion of the Website or any retro content may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by retro co. in writing.
- 5 Although it is retro co.’s intention for the Website to be available as much as possible, there will be occasions when the Website may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Retro co. does not guarantee that the Website will be free from interruption. You agree that retro co. shall have no liability for any loss caused by any shut down or interruption.
- 6 Retro co. reserves the right to remove any Content from the Website for any reason, without prior notice. Content removed from the Website may continue to be stored by retro co., including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, retro co. encourages you to maintain your own backup of your Content. In other words, retro co. is not a backup service and you agree that you will not rely on the Website for the purposes of Content backup or storage. Retro co. will not be liable to you for any modification, suspension, or discontinuation of the Website, or the loss of any Content.

- You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.
- 7 You agree that retro co. is not responsible for, and does not endorse, Content posted within the Website. Retro co. does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on such Content obtained through the Website.
  - 8 We appreciate our customers' interest in improving the Website and our products; however, please note that any such ideas or suggestions that you submit will be owned by retro co., and you hereby irrevocably assign any intellectual property rights in such ideas and suggestions to retro co. If you choose to send us content, information, ideas, suggestions, or other materials, you further agree that retro co. is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

### **Terms of Sale**

These terms apply to you and your purchase of any products through our Website. By placing an order for products through the Website, you agree to be bound by and accept the terms and conditions in effect at the time of such order.

When you make a purchase from the Website, you may create, or may have already created, an account as part of the process. You are responsible for maintaining the confidentiality of your password and restricting access to your password and account. You further agree to accept responsibility for all purchases and activities that occur under your account.

Your placement of an order does not necessarily assure that we will accept your order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting your order, we may require additional information if you have not provided all of the information required by us to complete your order. Once a properly completed order is received, authorization of your form of payment is received and we have accepted your order, we will promptly place your order in line for shipment.

All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if you have already placed your order. All prices are subject to change without notice, and you agree that taxes may be adjusted from the amount shown on the payment screens. Several factors may cause this, such as variances between processor programs and changes in tax rates.

By submitting your order, you represent and warrant that you are authorized to use the designated payment method and authorize us to charge your order (including taxes, shipping and handling) to that card. If the card cannot be verified, is invalid, or is otherwise not acceptable, your order may be suspended or cancelled automatically.

All shipping charges are your responsibility, unless waived by retro co. Shipping charges will be included on your invoice and can be viewed prior to finalizing your order. The shipping charge shown during the checkout process is subject to verification. Shipping charges are subject to change without notice. Title to products passes from retro co. to you upon delivery.

### **Claim of Copyright Infringement**

We respect the intellectual property rights of others. If you believe that your copyrighted property has been copied in any way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent the information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Website;
- Your physical address, telephone number and email 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 by the law; and
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We may terminate the accounts and/or prevent content posting of users who repeatedly infringe copyright holders' copyrights. We may give you notice that we have removed or disabled access to certain material by means of a general notice on the Website, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to your physical address in our records. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see [//www.loc.gov/copyright/](http://www.loc.gov/copyright/) for details. Consult your legal advisor and see 17 U.S.C. § 512 before filing a notice or counter-notice as there are penalties for false claims under the DMCA.

### **Disclaimer of Warranties**

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER RETRO CO. NOR ANY OF ITS EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "RETRO CO. PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE WEBSITE; (B) THE RETRO CO. CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO RETRO CO. OR VIA THE WEBSITE. IN ADDITION, THE RETRO CO. PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE RETRO CO. PARTIES DO NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES OR OTHER DESTRUCTIVE CODE. THE RETRO CO. PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE WEBSITE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE RETRO CO. PARTIES DO NOT WARRANT THAT YOUR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE RETRO CO. PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

BY ACCESSING OR USING THE WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE WEBSITE.

THE RETRO CO. PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT OR ANY PERSONS RELIANCE ON SUCH CONTENT, WHETHER OR NOT CORRECT, CURRENT OR COMPLETE.

**Limitation on Liability; Waiver**

IN NO EVENT WILL THE RETRO CO. PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE WEBSITE; (B) THE RETRO CO. CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE WEBSITE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE RETRO CO. PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE WEBSITE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE WEBSITE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE RETRO CO. PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE WEBSITE). IN NO EVENT WILL THE RETRO CO. PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE RETRO CO. PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR ONE HUNDRED AND FIFTY UNITED STATES DOLLARS (\$150.00), WHICHEVER IS LESS, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE WEBSITE.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF RETRO CO.'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE RETRO CO. PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE RETRO CO. PARTIES.

BY ACCESSING THE WEBSITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "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."

RETRO CO. IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

### **Indemnification**

You agree to defend, indemnify and hold harmless the retro co. Parties from and against any claims, liabilities, damages, losses, judgments, awards, costs and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Website or those conducted on your behalf): (i) your Content or your access to or use of the Website; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by retro co. in the defense of any claim. Retro co. reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of retro co.

### **Dispute Resolution**

1 **Stages of Dispute Resolution & General Dispute Resolution Procedures.** Except in situations in which injunctive relief is sought, any controversy, claim or disputes (including disputes related to your use of the Website and purchase/or use of our goods, or services) between you, on the one hand, and retro co. and/or the Related Parties, whether arising under federal, state or local statutory and or common law (for the purpose of this Section, each a "party") ("Dispute") shall be resolved according to the three-step procedure of (a) informal negotiation; (b) non-binding mediation; and (c) binding arbitration, as provided in this Section. **THE PARTIES WAIVE CLAIMS TO A TRIAL BEFORE ANY COURT OR JURY.**

2 **Step 1 - Informal Negotiation.** If a Dispute arises, the parties shall first attempt in good faith to resolve it promptly by negotiation. A party may, at its election, choose to be accompanied in such negotiation by an attorney. To initiate the negotiation process, either party may give the other party written notice of any Dispute ("Dispute Notice") not resolved in the normal course of business. Within ten (10) Business Days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive and attorney who will accompany that party (if applicable), or the name of the other party and his/her attorney (if applicable) who will accompany him/her in the negotiation. Within twenty (20) Business Days after delivery of the notice, the parties and the attorneys (as applicable) of both parties shall meet at a mutually acceptable time and place to attempt to resolve the Dispute. Such meeting may occur telephonically if one party requests that the meeting be held telephonically. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end one (1) Business Day following the close of the first meeting described above. Such closure shall not preclude continuing or later negotiations if desired by both parties.

3 **Step 2 – Mediation.** At any time twenty (20) Business Days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, a party may seek to resolve the Dispute through mediation. If a party elects to pursue mediation, the party shall submit the Dispute to JAMS for mediation by providing notice of such request to all other concerned parties and providing such notices and a copy of all relevant Dispute Notices and notices responding thereto to JAMS. The parties shall cooperate with

JAMS and one another in selecting a mediator, and shall participate in good faith in the mediation, in accordance with the then prevailing JAM's mediation procedures, and this Section, which shall control.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation and/or mediation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation and/or mediation.

With the exception of discussing the claims with bona fide witnesses to the case, neither party shall verbally or in writing discuss, publish, or otherwise disseminate the claims, allegations, merits, evidence, positions, or any other aspect of the Dispute to any third party, on the internet, on any social media or blog platform, prior to, during, or after the negotiation and/or mediation phases of the dispute resolution process. Should a party violate this provision it shall constitute bad faith on the part of the disclosing party, and such party be deemed to have waived its right to pursue the Dispute through arbitration.

4 **Step 3 – Confidential Arbitration.** If the parties do not successfully resolve their Dispute through the negotiation and mediation procedures above, the Dispute shall be fully and finally resolved fully through final, binding, confidential arbitration heard by one arbitrator selected in accordance with the JAMS Rules. The arbitrator shall be an attorney with experience in the law underlying the Dispute. The arbitration shall be heard in within twenty-five (25) miles of where you reside. If you reside in a rural area with no suitable arbitration facilities located within twenty-five (25) miles of your residence, arbitration shall occur at the nearest location where arbitration services are reasonably available. Arbitration shall proceed in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS, Inc. No party may commence arbitration with respect to any Dispute unless that party has pursued negotiation and mediation as provided herein, provided however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) Business Days after the Dispute Notice was provided to any party. To the fullest extent allowed by law, the arbitrator shall not have the power to award, special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, however, caused, except where a part is bringing a statutory claims that expressly provides for such remedies.

The parties, their respective agents and attorneys, and the arbitrator shall maintain the confidentiality of the arbitration proceedings and all communications and evidence, whether oral, written or electronic, associated with the arbitration, including, but not limited to: (i) the substance of, facts underlying, or basis for the Dispute; (ii) the substance or content of any settlement offer or settlement discussions or offers associated with the Dispute, (iii) the pleadings, the content of any pleadings, and exhibits to the pleadings, filed in any arbitration proceeding; (iv) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration; (v) the terms or amount of any arbitration award and (vi) the rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

5 **Class Action Waiver. RETRO CO. AND YOU AGREE THAT THE NEGOTIATION, MEDIATION, OR ARBITRATION OF ANY DISPUTE SHALL BE LIMITED TO INDIVIDUAL RELIEF ONLY AND SHALL NOT INCLUDE CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION.** Notwithstanding, any other clause contained in these terms or the JAMS Rules, any claim that all or part of this class action waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to the ICIO Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

**YOU MAY OPT OUT OF THIS CLASS ACTION WAIVER IF YOU WISH BY SUBMITTING WRITTEN NOTICE OF YOUR DESIRE TO OPT OUT WITHIN 30 DAYS FROM THE DATE ON WHICH YOU ENROLL AS A CIO. SUBMIT YOUR WRITTEN OPT-OUT NOTICE TO THE COMPANY AT:**

The Retro Company Group LLC  
Attention: Legal  
12801 Commonwealth Drive, Suite 8  
Fort Myers, Florida 33913-8646

6 **Fees & Costs.** To the fullest extent allowed by law: (i) the costs of negotiation, mediation, and arbitration, including the fees and expenses of mediators, arbitrators, JAMS, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared equally by you, on the one hand, and retro co. and any Related Parties involved, on the other and (ii) each party shall be responsible for its own legal fees and costs (including, without limitation, legal fees, expert fees, professional fees and witness fees) associated with the negotiation, mediation and confidential arbitration.

7 **Related Parties.** Although the Terms of Use is made and entered into between retro co. and you, retro co. affiliates, owners, members, managers and employees (“Related Parties”) are intended third party beneficiaries of the Terms of Use for purposes of the provision of the Terms of Use referring specifically to them, including in this agreement the right to negotiate, mediate and arbitrate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between you and retro co.

8 **Emergency Relief.** Either party may seek specific performance of this Section, and any party may seek to compel each other party to comply with this Section by petition to any court of competent jurisdiction. Each party in any proceeding under this policy shall be responsible for its own attorney’s fees legal expenses and costs. If any portion of this Section is held to unenforceable for any reason, the remainder shall remain in full force and effect.

9 **Severability.** In the event any portion of this provision regarding arbitration and waiver of class claims is found to be unenforceable, such portion shall be severable from the remainder of this provision, which shall remain in full force and effect.

#### **Governing Law**

The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Florida, without regard to principals of conflicts of laws, shall govern all other matters relating to or arising from the Terms of Use.

#### **Miscellaneous**

These Terms of Use constitute the entire agreement between you and retro co. and governs your use of the Website, superseding any prior agreements between you and retro co. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of retro co. Any purported assignment or delegation by you without the appropriate prior written consent of retro co. will be null and void. Retro co. may assign these Terms of Use or any rights hereunder without your consent. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms of Use remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.

#### **Territorial Use Restrictions**

The information provided within the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject retro co. to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Website or any portion of the Website, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that retro co. provides. Software related to or made available by the Website may be subject to United States export controls. Thus, no software from the Website may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

### **Your Comments and Concerns**

If you have any questions or concerns about these Terms of Use, please contact [legal@theretrocompany.com](mailto:legal@theretrocompany.com) and we will do our best to address them.

### **Effective Date**

These Terms of Use are effective as of July 7, 2017, and shall remain in effect until modified and/or updated as provided herein.

**Last Updated: July 7, 2017.**