

Choose Terms of Use and Terms of Sale

EFFECTIVE: May 1st 2022

Welcome to Choose and our Terms of Use and Sale (collectively, the “**Agreement**”). The Site and the Application is owned and operated by Choose App Ltd., a New York Corporation., our subsidiaries or affiliates (herein referred to as “**Choose,**” “**we,**” “**us**” or “**our**”). This Agreement is important and contains terms and conditions that govern your use of the website <https://www.appchoose.io/> (the “**Site**”) as well as the “Choose” mobile application developed and operated by Choose (the “**Application**”) and all sales made by Choose. Because such terms affect your legal rights, please read it carefully. The Site and the Application may be used only for informational and online shopping purposes. By accessing or using the Application pursuant to which we offer products for purchase, as further defined hereunder, (collectively, with the Application, the “**Services**”), you (“**you**”, “**User**” and/or, upon purchase “**Customer**”) agree to be bound by the terms and conditions contained in this Agreement and all other terms incorporated herein by reference. If you do not agree to abide by any of the terms herein, in any manner, do not use the Application, including but not limited to, uploading, or downloading information or material onto the Application and/or making any purchases on the Application.

For purposes of this Agreement, the “**Products**” are those available for sale on the Application. The essential characteristics and prices of the Products are described for each Product in the online catalog. This information is always presented to a User prior any purchase made by such Customer. The Application allows Users to be put in contact with “**Sellers**” and/or “**Brand Partners**”. Choose has selected the Sellers present on the Application by taking into account the following non-cumulative criteria: nature and quality of the Products, complementarity of the Seller's Products with current sales, and history of the Seller.

If you reside outside the United States, additional terms and conditions may be applicable to you that either supplement or replace certain provisions in this Agreement. Please visit the terms corresponding to the country where you reside. Except as written in any other user agreements, disclaimers, policies, terms of use, statements, other notices on the Application, this Agreement and our Privacy Policy are the complete agreement between you and Choose with respect to your use of the Application and any purchase thereon. The terms herein shall prevail over all other documents, including prospectuses and catalogues, terms of any brands we may feature on the Application, as to terms and conditions of sale made directly through the Application. All exceptions to these terms shall require Choose’s express written agreement, given no later than acceptance of the order.

We reserve the right, at our sole discretion, to change or modify portions of this Agreement at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date this Agreement was last revised. You may read a current, effective copy of this Agreement at any time by selecting the “Terms” link on the Application. We will also notify you

of any material changes either through a pop-up notice, e-mail or through other reasonable means. Your continued use of the Application after any such changes constitutes your acceptance of the new Agreement. You should periodically visit this page to review the current Agreement, so you are aware of any revision to which you are bound. If you do not agree to abide by this or any future Agreement, do not use or access (or continue to use or access) the Application.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW OR WHERE PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. Privacy Policy.

Please refer to our Privacy Policy for information about how we collect, use, disclose and otherwise process information about you.

2. Eligibility.

2.1 If you are below the age of consent under applicable law in the country in which you reside, then your parent or legal guardian must read and accept this Agreement in your name and on your behalf.

2.2 You represent and warrant that you are at least 18 years of age. If you are under age 18, you may not, under any circumstances or for any reason, use the Application. We may, in our sole discretion, refuse to offer the Services to any person or entity and change our eligibility criteria at any time.

2.3 We continually test new features, functionalities, services, user interfaces and Products that we are considering incorporating into or providing through our Application. We reserve the right to include or exclude you from these tests without notice.

2.4 You are solely responsible for ensuring that your use of the Services complies with all laws, rules and regulations applicable to you. If the applicable law in the country in which you reside requires that you must be older than 18 to receive certain Services, then the minimum age is the legally required one. If you are a minor, you may wish to consult your parents about what portions of the Services are appropriate for you. The right to access the Application is revoked where this Agreement or use of the Application is prohibited or to the extent offering, sale, or provision of the Services conflicts with any applicable law, rule, or regulation.

3. Products.

Any reference to a product featured on the Application, regardless of the brand and/or Brand Partner, application, or service on the Application does not imply that such product or service is or will be available in your country and/or state where it may be subject to different regulations and conditions of use. Such reference does not imply any intention on our part to sell this product or service in your country and/or state and you should always rely on product information especially created for your country and/or state. The Application contains information about products and services that may or may not be available in any particular country or region of the world, may be available under different trademarks in different countries, and where applicable, may be approved or cleared by a government regulatory body for sale or use with different indications and restrictions in different countries. You should not construe anything on linked Application as a promotion or solicitation for any product or for the use of any product that is not authorized by the laws and regulations of the country where you are located.

4. Registration.

4.1 You may create a personal space and register for an account on the Application (an "**Account**"). A User with a Personal Space shall be referred to as a "**Member**." Any purchase of Product on the Application will require the creation of an Account but an order through the Application "**Order**" can be placed by a User without a Personal Space. You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a username a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's Account or registration information for the Application without permission. You must notify us immediately of any change in your eligibility to use the Application, breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You have the ability to delete your Account and Personal Space at any time, as described in our Privacy Policy.

4.2 A User without a Personal Space is not a Member. The creation of a Personal Space is optional. The Member undertakes to fill in all the fields in the Personal Space creation form in good faith. The Member declares to be perfectly aware that only the fields followed by an asterisk are mandatory and condition the creation of his Personal Space. Choose reserves the right to refuse the creation of its Personal Space.

4.3 The first time the Member connects to his, her, their Personal Space, they will be asked to enter a personal password. The password must contain at least one (1) upper case letter, one (1) lower case letter, one (1) number and must contain at least twelve (12) characters.

The Personal Space allows the Customer to find personal information without having to re-enter it, and to modify it if necessary. In addition, the Personal Space also allows the Customer to:

- consult the status of a current Order;
- consult the history of current and/or past Orders as well as the related invoice(s);

- consult and modify his or her or their delivery address;
- change his/her/their password.

If the Customer notices that his, her, their Account is being used fraudulently, they undertake to report this immediately to Choose.

5. Use of the Site and the Application.

5.1 The Site and the Application contain material, including but not limited to software, text, graphics and images (collectively referred to as the “**Content**”). We either own the Content, or portions of the Content may be made available to us through arrangements that we have with third parties. We do not guarantee that any Content you access on or through the Application is or will continue to be accurate. The Content is protected by United States and foreign intellectual property laws. Unauthorized use of the Content may result in violation of copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use, copy or display the Content. No other use is permitted without our prior written consent. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of any of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your right to access and/or use the Content and Site and the Application shall automatically terminate and you shall immediately destroy any copies you have made of the Content.

5.2 The trademarks, service marks, and logos of Choose, whether (collectively, the “**Choose Trademarks**”) used and displayed in connection with the Services are registered and unregistered trademarks or service marks of Choose. Other company, product, and service names located on the Site and/or Application or otherwise used in connection with the Services may be trademarks or service marks owned by third parties (the “**Third Party Trademarks**”, and, collectively with the Choose Trademarks, the “**Trademarks**”). Nothing on the Site and/or Application, in the Services or in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site and/or Application or otherwise used in connection with the Services without our prior written consent specific for each such use. The Trademarks may not be used to disparage us or any applicable third party, our or the applicable third party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks (this shall exclude any negative feedback on the Products). Use of any Choose Trademarks as part of a link to or from any website is prohibited without our prior written consent. All goodwill generated from the use of any Choose Trademark shall inure to our benefit.

5.3 You may not use the Site and/or Applications for any unlawful or prohibited purpose or in any manner that is inconsistent with the limited privilege granted herein. In particular, you agree not to: (a) take any action that imposes an unreasonable load on the Site and/or Application’s infrastructure; (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site and/or Application or any activity being conducted on the Site and/or

Application; (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Site and/or Application; (d) delete or alter any material we or any other person or entity posts on the Site and/or Application; (e) otherwise take any action in violation of our guidelines and policies; (f) using the Site and/or Application to invade the privacy of, obtain the identity of, or obtain any personal information about any other user of the Site and/or Application; or (g) modify, erase, or damage any information contained on the computer of any user connected to the Site and/or Application.

5.4 In using the Application, you agree not to: (a) disrupt or interfere with the security of, or otherwise abuse the Application, or any services, system resources, accounts, servers or networks connected to or accessible through the Application or affiliated or linked sites or applications; (b) disrupt or interfere with any other user's enjoyment of the Application or affiliated or linked sites or applications; (c) upload, post, or otherwise transmit through or on any site any viruses or other harmful, disruptive or destructive files; (d) transmit through or on the Site and/or Application spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings; (e) attempt to obtain unauthorized access to the Application or portions of the Application which are restricted from general access.

In addition, you agree that you will comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on the Application.

6. Third Party Sites.

The Application may contain links to third party websites or other applications, services or other resources on the Internet (“**External Site**”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the Application administrator for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any External Sites.

7. User Content.

7.1 With respect to the Photos (as defined below), Submissions (as defined below), and any content or other materials you provide to or upload through the Site and/or Application or share with other users or recipients (collectively, “**User Content**”), you represent and warrant that you

own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, and that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You shall not (and shall not permit any third party to) take any action or upload, post, or otherwise distribute any User Content that infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty. You shall not (and shall not permit any third party to) take any action or upload, post, or otherwise distribute any User Content that you know is false, misleading, untruthful or inaccurate, or is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion.

7.2 The Application may pull content from our users who share photos and videos on TikTok, Instagram, Facebook using our brand hashtags, including, without limitation, #Choose, #Choose_app (collectively, the "Choose Hashtags"), or tagging the @Choose_app (collectively, "Photos"). You acknowledge and agree that the Photos may be used by Choose, and you hereby grant us permission to use and authorize others to use your name or social media handle in association with the Photos for identification, publicity related to the Services and similar promotional purposes, including after your termination and closure of your Personal Space, Account or the Services. You represent and warrant that the posting and use of your Photos, including to the extent such Photos include your name, username, likeness, voice, or photograph, does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and other intellectual property rights.

7.3 By uploading any User Content you hereby grant and will grant Choose and its affiliated companies, successors and assigns a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to reproduce, adapt, publish, create derivative works from, copy, display, upload, publicly perform, distribute, store, modify and otherwise use your User Content and any name, username, likeness, voice or photograph provided in connection with your User Content, without compensation to you, in connection with the operation of the Application or the promotion, advertising or marketing of the Services, in any form, medium or technology now known or later developed, and including after your termination of your Account or the Services. For clarity, the foregoing license does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

7.4 You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services (collectively, "**Submissions**") that you provide to us are non-confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without your acknowledgment or compensation to you.

7.5 You acknowledge and agree that we may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce this Agreement; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Choose, our users and the public. You understand that the technical processing and transmission of the Application, including your User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

8. IP Infringement.

We respect the intellectual property rights of others and require that the people who use our Application and products do the same. If you are a copyright owner and believe that any content posted on the Application infringes upon your copyrights, please provide our designated copyright agent the following written information in accordance with the Digital Millennium Copyright Act (the “DMCA”):

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed;
- identification of the material that is claimed to be infringing and information reasonably sufficient to permit location of the material;
- information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
- a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our DMCA designated copyright agent for notice of claims of copyright infringement on the Application can be reached as follows:

Walter Billet

27 rue La Boetie

75008 Paris

alan@walterbillet.com

9. Term/Termination.

Choose may terminate, change, suspend or discontinue any aspect of the Application, including the availability of any features, at any time. Choose may remove, modify or otherwise change any Content, including that of third parties, on or from the Site and/or Application. Choose may

impose limits on certain features and services or restrict your access to parts or all of the Site and/or Application without notice or liability. Choose reserves the right to terminate your authorization to use the Site and/or Application and to delete one or more of your related accounts immediately at any time if you breach or threaten to breach any of the terms herein. Choose may further terminate the authorization and rights provided herein and your use of the Site and/or Application at any time in its sole discretion and upon such termination, you shall immediately destroy all materials that you have downloaded from the Site and/or Application.

10. Securities Disclaimer.

The Choose Site and/or Application may contain "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. These statements, at the time they were made, were based on then-current expectations of future events. If any of those underlying assumptions prove or have proven to be inaccurate or unknown or if risks or uncertainties materialize or have materialized, actual results could vary or already may have varied materially from Choose expectations and projections in these statements.

These risks and uncertainties include general industry conditions and competition: economic conditions such as interest rate and currency exchange rate fluctuations, technological advances and patents attained by competitors, challenges inherent in new product development including obtaining regulatory approvals, domestic and foreign health care reforms and governmental laws and regulations and trends toward health care cost containment. Choose assumes no obligation to update any forward-looking statements as a result of new information or future events or developments.

11. Coupons & Referrals

11.1 Coupons or reduction vouchers are identified by a code. The code may be entered manually in the “**Enter A Code**” section at checkout or from the “**My Credits**” Section. A coupon may be automatically assigned to the Customer Account, in which case it is called “**credit**”. Choose reserves the right to modify the value of its future coupons at any time. Choose also reserves the right to allocate coupons sent by email and/or from the Application during special operations.

11.2 Unless otherwise indicated, it is not possible to use several coupons during the same Order. Under no circumstances may coupons be converted into currency. Coupons issued are valid for one (1) year. No new coupon may be issued or allocated to a User to replace an expired and unused coupon. The application of a coupon necessarily implies that the value of the cart (before shipping and handling costs) is greater than the value of the coupon, except in the case where the coupon requires a minimum purchase amount (before shipping and handling costs). In this case, the value of the cart (before shipping & handling costs) must be greater than the minimum purchase amount for the use of the coupon.

11.3 The total value of coupons used on one (1) Order may not exceed a value greater than two hundred US Dollars (\$200.00). In any case, the total amount of coupons used during the same Order cannot be greater than the sum of two hundred US Dollars (\$200). Choose reserves the right to change this limit at any time.

11.4 Under no circumstance shall a coupon be applied retroactively to an Order already placed, regardless of whether the coupon was not entered, selected or defective when the Order was placed.

11.5 In order to benefit from the reduction associated with a coupon, the User must enter his code which has been assigned to him, her, or them in the "**Add a code**" window or in the "**My credits**" Section. The reduction will be immediately deducted from the amount of the Order.

11.6 If you return any items purchased with a coupon, the coupon discount or value may be subtracted from the return credit. When an Order is placed in part with coupons that have been automatically allocated to the Customer, the credits are refunded and will be automatically re-credited. This is not the case for coupons to be added manually which will be lost in the event of a refund.

11.7 Choose's Referral Program allows a Customer, (hereinafter the "**Referrer**"), to obtain a discount coupon upon shipment of the first Order placed for a minimum amount of twenty US Dollars (\$20.00) for each newly referred person or "**Friend**". The referred Friend must not have already purchased a Product via the Application. The amount of the referral discount is subject to change and the applicable amount will be the amount in effect at the time the Referred Friend places the Order. A Referrer may sponsor five (5) referrals per year. Beyond that number, no coupons will be granted to the Referrer. Coupons are then automatically credited and displayed in the User's Account. For each validated referral, the Referrer and the referred friend will each receive a coupon worth ten US Dollars (\$10.00). The amount of the referral discount is subject to change and the applicable amount will be the amount in effect at the time the friend places the Order. You may check your balance at any time in the "**My Credits**" Section. The referral coupon has the same conditions of use as the other coupons issued by Choose. The referral amount may be modified by Choose at any time in its own discretion.

11.9 Self-referral activities where the User registers with different email addresses in order to make a fictitious referral for profit are prohibited. Only one Customer account per household is permitted. If Choose finds irregularities in the use of referral coupons by a User, Choose reserves the right to cancel the benefits and other discounts that have been unduly awarded to this User and/or deactivate and close any Account.

11.10 Users are prohibited from using online platforms whose purpose is to help them find referrals and thus maximize their chances of obtaining discount coupons. In the situation where Choose is informed that a User had recourse to such platforms in order to find friends to refer, their Account will be deactivated, and discount coupons cancelled. The Customer will be notified via email of the closure of their Account.

12. Payments; Ordering; and Billing.

12.1 Choose's online catalog is accessible only through the Application. An order can only be placed on the Choose Application. ANY ORDER MADE ON THE APPLICATION IS AN ORDER WITH A PAYMENT OBLIGATION. Any Order implies acceptance of the description

of the Products and the price of the Products on the day of the Order. To place an Order on the Application, you must:

- Fill your basket with one or more Products;
- sign in using your email address or phone number if you have a Personal Space (optional);
- enter your email address then;
- enter your first name, last name, telephone number and delivery address; and
- fill in your payment information.

Once your order form is complete, you may view your Order summary including the Products ordered, the total price of your Order and then select your payment method. You agree to provide accurate and up-to-date payment information when you order any Product. You may modify or go back to your order before proceeding. Once you have completed these steps you may click to proceed with your Order.

12.2 Upon successfully placing your Order on the Application, you shall receive a detailed Order acknowledgment via the email address you provided. This email shall specify your contact details, the exact amount invoiced, Product(s) ordered, delivery method and refers to this Agreement. This acknowledgment constitutes acceptance of the Order by Choose and will validate the transaction. You agree that the Order registration system and the emailed Order acknowledgement serve as proof of purchase and date, which you may print and keep for your records. This Order acknowledgement email confirms only that the Order has been acknowledged by Choose; however, it does not confirm that the Product ordered is available. We strive to provide accurate pricing information regarding the Products available on the Site. All online Orders are subject to availability. We cannot, however, insure against pricing errors. We reserve the right, at our sole discretion, to not process or to cancel any orders placed for a Product whose price was incorrectly posted on the Site as a result of an error. If a Product is not available and/or a product was erroneously priced, Choose will notify you as soon as possible via email or telephone. Choose will process of a refund, when applicable, within fourteen (14) days of becoming aware of the Product(s)' unavailability.

12.4 We have contracted with a third-party payment processor to facilitate purchases made on the Application. Payment is made online at the time of the Order by credit card, by Paypal or by Apple Pay. The following credit cards are accepted: Visa, Mastercard and American Express. The customer guarantees Choose that he/she/they is fully authorized to use the payment method he/she/they is using for the payment of his/her/their Order. After confirmation of payment by our payment center, your bank account or Paypal account will be debited after a maximum of four (4) days following the date of the Order. The Order will be processed upon receipt of payment and subject to its collection. In the event of refusal by the bank, the Order shall be automatically canceled. You agree to pay for taxes, shipping or carriage of the Products as such costs are specified by us when you submit your Order.

12.5 In order to optimize the security of transactions on the Internet, the Application uses an online payment system to ensure the confidentiality and security of data transmitted as part of an online payment. Our online payment systems, Stripe and Braintree, automatically check the

validity of the access rights during the payment by credit card and encrypt all the exchanges in order to guarantee their confidentiality. Please consult our Privacy Policy for more information on how Choose treats the data it collects from you.

12.6 You should be aware that online payment transactions are subject to validation checks by our payment processor and your card issuer, and we are not responsible if your card issuer declines to authorize payment for any reason. Choose reserves the right to cancel any order as a result of a declined payment.

12.7 For your protection, our payment processor uses various fraud prevention protocols and industry standard verification systems to reduce fraud and you authorize it to verify and authenticate your payment information.

12.9 Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this. In some jurisdictions, our payment processor may use third parties under strict confidentiality and data protection requirements for the purposes of payment processing services. Please refer to our Privacy Policy for more guidance as to the collection and storage of your data.12.10 We attempt to provide accurate descriptions of Products. We do not warrant, however, that the descriptions are accurate, complete, reliable, current or error-free. If a Product is not as described, your sole remedy is to return the item, unless otherwise specified in writing by us.

13. Delivery

13.1 You are solely responsible for the cost of Delivery. You may add different Products coming from different Sellers in your cart on the Choose Application. Separate delivery charges will apply to each Seller's product in your cart. The summary of delivery costs will be shown before you make your payment. Choose reserves the right to use of its preferred carrier. Delivery dates are indicated as accurately as possible but are subject to variations due to availability and transportation methods. Late deliveries do not render Choose accountable for the payment of damages.

13.2 Shipping is available in the United States. For any order outside these destinations please contact Choose by email at contact@appchoose.io. Delivery is made only to the address on your Order form, and not to a pick-up point. Tracking information shall be sent to your email address and you may Track Your Order directly on the Application. Shipping costs will be billed at the rate in effect on the time of the Order. Estimated delivery times are displayed when selecting the Products on the Application and begin to run once payment is received. Your order will be delivered by the estimated delivery date.

13.3 If delivery of your Order is delayed, you must contact Choose as soon as possible to locate your Order as an investigation with the Seller or carrier may take up to twenty-one (21) days. Upon cancellation, choose will process a full refund within fourteen (14) days of the cancellation of the order.

13.4 We reserve the right not to deliver to any country that is prohibited by applicable export laws.

13.5 The Product(s) ordered will be at your risk from the time you receive the Product(s). Ownership of the Product(s) ordered will also pass to you upon your receipt of the Product(s), provided full payment of all sums due with respect to the Product(s), including any delivery charges, has been received.

14. Returns and Exchanges.

14.1 You shall have 2 days (48 hours) from the date of receipt to inspect the Product(s) received (“Inspection Period”). You will be deemed to have accepted the Product(s) unless you notify Choose in writing of any damages during delivery or Nonconforming Goods during the Inspection Period and furnish such written evidence or other documentation as reasonably required by Choose. “**Nonconforming Goods**” means only the following: (i) Product shipped is different than identified in the Buyer’s Order; or (ii) Product’s label or packaging incorrectly identifies its contents. If you timely notify Choose of damages to the Product(s) during delivery or of Nonconforming Goods, Choose shall, issue a return authorization and upon receipt of the returned Product(s), credit or refund the price for the Product together with any shipping and handling expenses. Products that are made up of batches or multiple parts whose delivery is staggered over a defined period, the period runs from the receipt of the last Product or batch or the last piece.

14.2 Any returned Product must be returned in new, unused condition and in its original packaging and/or, if damages during delivery, in the condition received. To return or exchange your Product(s), please email us at contact@appchoose.io with your name, address, order number and the Product(s) you would like to exchange or return. Only Products originally shipped from Choose and not designated as Final Sale and/or a Nonconforming Good may be returned to Seller in accordance with the conditions set forth herein. By requesting return of a Product, you certify that the Products were purchased from the Application and there has been no substitution of the Product from another supplier, distributor, or other source of the Product.

14.2 Upon receiving the returned Product(s) from you, we will process any refund due to you as soon as possible, at least within fourteen (14) days. You will be refunded in full to your original form of payment, including the cost of standard delivery; however, we will not refund your cost of returning the Product(s) to us.

15. Limitation of Liability and Disclaimer of Warranties.

15.1 THE SITE AND/OR APPLICATION AND THEIR RESPECTIVE CONTENTS ARE PROVIDED AS A CONVENIENCE TO YOU. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, AND EXCEPT AS OTHERWISE PROVIDED BY US IN WRITING, CHOOSE, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE “**CHOOSE PARTIES**”) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO THE WEBSITE

AND/OR APPLICATION'S ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY AND/OR PRODUCTS OFFERED BY SELLERS ON THE APPLICATION. THE CHOOSE PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF THE CONTENT OR THE WEBSITE AND/OR APPLICATION OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SERVICES AND THE CONTENT AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE, SHALL THE CHOOSE PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE WEBSITE AND/OR APPLICATION OR ANY CONTENT CONTAINED ON THE WEBSITE AND/OR APPLICATION, OR, EXCEPT AS OTHERWISE PROVIDED UNDER APPLICABLE LAWS AND REGULATIONS REGARDING THE SECURITY OF PERSONAL DATA, RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, INTERRUPTION OF SERVICE, LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK, EVEN IF CHOOSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIABILITY OF CHOOSE WOULD IN SUCH CASE BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

15.2 YOU ACKNOWLEDGE THAT CHOOSE DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH ANY THIRD-PARTY WEBSITES INCLUDING ITS OWN SITE AND/OR APPLICATION. EXCEPT AS OTHERWISE AGREED IN WRITING, CHOOSE AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY LESSON, MATERIAL, ADVICE, OPINION, SUMMARY, STATEMENT OR OTHER CONTENT OR OF ANY WEBISTES, APPLICATIONS, PRODUCTS OR SERVICES DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH ANY THIRD-PARTY OR THE SITE AND/OR APPLICATION.

15.3 THE CHOOSE PARTIES DO NOT WARRANT THAT THE WEBSITE AND/OR APPLICATION WILL OPERATE ERROR FREE OR THAT THE WEBSITE AND/OR APPLICATION, ITS SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE

WEBSITE AND/OR APPLICATION OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO CHOOSE PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

15.4 EXCEPT AS OTHERWISE PROVIDED BY US IN WRITING, THE CONTENT, THE SERVICES, AND THE PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE CHOOSE PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

15.5 IN NO EVENT SHALL ANY CHOOSE PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH CHOOSE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$500.00.

15.6 The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Except as otherwise provided under applicable laws and regulations regarding the security of personal data, Choose disclaims any warranty or representation that confidentiality of information transmitted through the Site and/or Application will be maintained.

No advice or information, whether oral or written, obtained by you from Choose or third parties through the Site and/or Application shall create any warranty. Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH JURISDICTIONS, THE LIABILITY OF THE CHOOSE PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. NOTHING IN THESE TERMS AFFECTS ANY LEGAL RIGHTS AND REMEDIES YOU HAVE UNDER LOCAL LAW.

16. Indemnification.

16.1 To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Choose Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement, any User Content or Submissions you provide, or your access to, use or misuse of the Content or the Services. We shall provide notice to you of any such claim, suit, or proceeding that triggers this indemnification obligation, and you agree to do the same by writing to

contact@appchoose.io. We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

17. ARBITRATION CLAUSE AND CLASS ACTION WAIVER.

PLEASE READ THIS DISPUTE RESOLUTION SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. THIS SECTION CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

17.1 Scope of the Arbitration Agreement. If Choose cannot resolve any dispute with you regarding the Site and/or Application, any transaction conducted on the Application or these terms, both you and Choose agree that any such dispute will be resolved through binding individual arbitration. Both you and Choose understand and agree to waive the right to sue or go to court to assert or defend our respective rights. However, either you or Choose may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. The term “dispute” means any dispute, action, claim, or other controversy between you and Choose, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law.

17.2 Informal Dispute Resolution. Either party asserting a dispute shall first try in good faith to resolve it by providing written notice to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Both you and Choose agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

17.3 How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by these Arbitration Provisions. To file an arbitration demand and review the AAA Rules, you can go to the AAA’s website www.adr.org, or call the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, you and Choose will mutually agree to, or the court shall select, another arbitration provider. The arbitration will be conducted by telephone, videoconference, or in-person in the county of your residence (as determined by your billing address on file in your Choose account) as mutually agreed upon by you and Choose. If you live outside the United States, any arbitration will take place in New York, NY. Unless the arbitrator finds some or all of your claims to be frivolous, without merit or otherwise non-reimbursable, Choose will pay all filing, administrative, arbitrator and hearing costs up to the amount of \$10,000. In determining whether an action is frivolous, the arbitrator may consider whether Choose offered you a full refund of the sum you paid for any items you purchased, or otherwise offered full relief to you in relation to your individual claim.

17.4 Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same

remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and Choose also agree waive the right to assert or participate in any class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, and any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.

18. User Must Comply with Applicable Laws.

18.1 You are solely responsible for ensuring compliance with the laws of your specific jurisdiction and for abiding by all applicable local, state, provincial, national and international laws and regulations.

19. Transfer and Processing of Personal Data.

19.1 In order for us to provide the Services, you agree that we may process, transfer and store information about you in the United States and other countries, where you may not have the same rights and protections as you do under local law. Please consult our Privacy Policy for more information regarding your personal data.

20. Miscellaneous.

20.1 This Agreement is governed by the internal substantive laws of the State of New York, without respect to its conflict of laws provisions. Any dispute between you and Choose that is not subject to arbitration or cannot be heard in small claims court will be resolved in state and federal courts sitting in the City of New York in the State of New York. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Our failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. Any information you submit to or provide through the Site and/or Application might be publicly accessible, and you should protect important and private information. We are not liable for protection of privacy of email or other information transferred through the Internet or any other network that you may use. Products, including any intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses. Any term herein may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby. Ambiguities, if any, shall not be construed against any party, irrespective of which party may be deemed to have authored the ambiguous provision.

20.2 Except as expressly agreed by us and you, this Agreement constitutes the entire agreement between us and you with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between us and you with respect to the subject matter. No proposal, purchase order, order confirmation, acceptance, or any other document provided by either party to the other, nor any electronic click-wrap, terms of use or similar online consent or acceptance language accompanying shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement is personal to you, and is not assignable, transferable or sublicensable by you except with our prior written consent. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to contact@appchoose.io.