

Terms & Conditions

Effective as of March 15, 2025.

Welcome to our Company! We are Riverakitchenware, a global products company comprised of our affiliates, subsidiaries, assigns, successors, brands, licensors, licensees, and/or agents (collectively, "Riverakitchenware", "Company", "we", "our", and "us").

We operate a network of websites where we may provide products, services, content, and other features (the "Company Services") to you when you use or shop on our websites, our mobile applications, Riverakitchenware social media properties, or other websites and blogs (collectively, the "Company Sites"). In addition, you may also find our Company Services on websites, mobile applications, social media properties, blogs, and software provided by third parties (the "Third Party Sites"). We refer to the users of the Company Sites as "you" and "your".

Riverakitchenware provides the Company Services, the Company Sites, and the Third-Party sites subject to these Terms & Conditions, any terms, conditions, or policies otherwise contained on the Company Sites, any terms, conditions, or policies contained in any Promotion (as defined below), any terms, conditions or policies contained on any Third Party Sites, and any updates to any such terms, conditions or policies (collectively, the "Terms"). In addition, particular features and activities offered on such Company Sites (such as promotions and chat rooms) may also be subject to additional terms outlined on such Company Sites or other Promotional materials ("Additional Terms"), all of which are incorporated herein by reference. If any of the Terms contained herein conflict with the Additional Terms presented on any particular Company Site, then the Additional Terms shall control.

These Terms apply primarily for use of our Company Sites in the United States. However, we recognize that you may be using the Company Sites from other countries. Subject to applicable law, or differences in the laws of the countries in which you are located, these Terms apply to your use regardless of where you are located. Also, some Company Services may not be available in your location and Additional Terms may apply.

PLEASE REVIEW THE TERMS CAREFULLY. BY ACCESSING OR USING THE COMPANY SERVICES OR THE COMPANY SITES, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE COMPANY SERVICES OR THE COMPANY SITES. IF YOU VIOLATE THE TERMS, YOUR ACCESS TO AND USE OF THE COMPANY SERVICES AND THE COMPANY SITES IS UNAUTHORIZED.

IMPORTANT: PLEASE NOTE THAT THESE TERMS INCLUDE YOUR AGREEMENT TO ARBITRATE CONTROVERSIES. BY USING THE COMPANY SERVICES AND/OR THE COMPANY SITES, YOU AGREE TO RESOLVE ANY DISPUTE WITH US THROUGH BINDING ARBITRATION, RATHER THAN IN COURT, AND YOU WAIVE CERTAIN RIGHTS TO PARTICIPATE IN CLASS ACTION LAWSUITS. TO REVIEW OUR ARBIT.

1. UPDATES TO THE TERMS

We may, at any time, revise, change, or otherwise update the Terms. The

effective version of the Terms will be available for your review on the Company Sites.

Your continued access or use of any Company Service or Company Site following the posting and/or distribution of a revised, updated, or changed version of the Terms, will mean that you agree to the revised, updated, and/or changed Terms.

To review our provision on our right to modify the Company Sites, the Company Services, these Terms.

2. COMPANY PRIVACY POLICY; CALIFORNIA RESIDENT AND NEVADA RESIDENT NOTICES

You should carefully read our Privacy Policy before using the Company Sites as it governs our treatment of any information, including personally identifiable information, you submit to us. Please note that certain information, statements, data, and content (such as photographs) which you may submit to us are likely to reveal your gender, ethnic origin, race, nationality, age, and/or other demographic information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part and that we may process and use such information, within the terms of the current Privacy Policy. The Privacy Policy (and California Consumer Privacy Act section for California residents) also describe rights available only to California and Nevada residents, respectively.

3. USE OF THE COMPANY SITES

We wanted to set some ground rules for your use of the Company Services and the Company Sites, your account, or Promotions that we provide, and/or your interactions with us, other Company customers, or any third party that provides us services. Without limiting anything else in these Terms, you agree that, without our consent, you will not:

- breach the Terms or any other agreement or policy that you have entered with us;
- abuse or exploit the terms of any Promotion;
- violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising) or act in an unauthorized, deceptive, fraudulent or otherwise unlawful manner, including by providing false, inaccurate, or misleading personal information;
- create more than one account for yourself, by, among other methods, using a name that is not yours, using temporary email address(es) or phone number(s), or providing any other falsified personal information, including, without limitation, for the purpose of misuse of Promotions;
- unreasonably use Company Services or Company Sites in any way, including but not limited to creating multiple accounts or placing multiple orders, for the likely purpose (as determined by Company in its sole discretion) of obtaining a benefit not intended by Company (for

example, misusing Promotions by obtaining multiple samples, promotions, discounts or giveaways despite being limited from doing so by the respective terms of such samples, promotions, discounts or giveaways);

- use the Company Services or the Company Sites for the benefit of another business for any commercial or resale purpose, including, without limitation, by placing multiple orders on one account but with multiple different shipping addresses in order to fulfill your businesses orders or reproducing, duplicating, copying, selling, reselling, or otherwise exploiting any Company Service, Company Site, Promotion, or any part thereof, for any commercial purpose;
- infringe Company's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- act in a manner that or upload to, distribute, or otherwise publish through the Company Sites any content, information, or other material that: (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, backdoors, rootkits, Trojan horses or other malicious or harmful code or properties;
- refuse to cooperate in an investigation regarding, or provide confirmation, of your identity or personal information you provide to us;
- use the Company Services or the Company Sites in a manner that results in, or may result in, complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liability to us, a user, a third party, or you;
- use your account or the services in a manner that we, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the credit card system or a violation of credit card association rules;
- disclose or distribute another user's personal information to a third party, or use the information for marketing purposes, unless you receive the user's express consent to do so;
- send unsolicited email, SMS, MMS, or other messages to a user or use the services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- use an anonymizing proxy or use any robot, spider, other automatic device, or manual process to monitor or copy the Company Services or the Company Sites;

- use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with the Company Sites or the Company Services;
- frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Company;
- use any meta tags or any other “hidden text” utilizing Company’s name or trademarks;
- take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers; or
- use the Company Services or the Company Sites to test credit card behaviors.

We reserve the right to refuse service, terminate accounts, suspend accounts, prevent the application of a Promotion, remove or edit content or products, cancel orders at any time and in our sole discretion, and/or take any other legal action available to us under the Terms or at law, including, without limitation, if we believe that your conduct violates the Terms, applicable law, is harmful to our interests, or is against, without limitation, the spirit of the Terms, the Company Services, the Company Sites, or a particular Promotion.

4. Access and License

Subject to your compliance with the Terms and the intended use of the Company Services and the Company Sites and your payment of any costs or fees for the Company Services, we hereby grant you a single, non-exclusive, non-transferable, non-sublicensable, revocable limited personal license to access and use the Company Services and the Company Sites. Any violation, misuse, or breach of, or failure to comply with, the Terms shall result in the immediate revocation and termination of the licenses granted to you in these Terms, without notice to you by us, in our sole discretion. All rights not expressly granted to you in the Terms are reserved and retained by Company or its licensors, suppliers, publishers, rights holders, or other content providers. Much of the information and data and many of the images on the Company Sites are updated on a real-time basis, and are proprietary or may be licensed to us by others. Therefore, except as permitted in these Terms, you may not reproduce, distribute, use, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile, hack or otherwise exploit the Company Services or the Company Sites, or any portion thereof, unless expressly permitted by us in writing prior to such action. Apart from web browsers, mobile operating systems and approved APIs, you agree not to use any software, program, application or any other device to access or log on to our computer systems, the Company Services, the Company Sites or proprietary software, or to automate the process of obtaining, downloading, transferring or transmitting any content, information to or from our computer systems, the Company Services, the Company Sites or proprietary software. You agree not to alter or misuse screenshots obtained from the Company Services or the Company Sites or use product images outside of the Company Services or Company Sites. You may not incorporate any portion of the

Company Services or Company Sites into your own programs or compile any portion of them in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the Company Services or Company Sites or otherwise assign any rights to the Company Services or Company Sites in whole or in part.

5. PRICING, TAXES, ORDER REQUIREMENTS, GIFT CARDS, AND PROMOTIONS

Pricing and Reported Savings

We continuously work to offer competitive prices on everything we carry. From time to time, prices are subject to change in our sole discretion. In certain instances and for certain products, we may also report suggested savings as a percentage. The percentage savings we report are based on a comparison of prices for comparable sizes of products available on the Company Sites against the prices for equivalent or similar comparable sizes of products or retail sizes available on national e-commerce retail websites and mobile applications.

6.Fees

From time to time, additional fees may be applied to your purchase of select items on the Company Sites, which may include, for example, specialty fees, fees for Express or other Company Services, or other fees. Any such fees will be disclosed on the product page or at checkout, if applicable. If you do not agree to pay the fees, you will not be able to purchase these select items.

7.Taxes

Items sold on the Company Sites or through the Company Services may be subject to tax, governmental charges, or deposit fees. In most cases, prior to submitting your purchase request, you will see an estimate of the taxes and other fees to be collected on your order. This amount will depend on various factors, including the items purchased, the shipment destination, and, in certain circumstances, the identity of the seller (if not Company). In certain limited circumstances and for certain third-party sellers, the tax amount may be included in the price of a product.

Unless specifically indicated on a product's description page or the checkout page, Company is the seller of items purchased on the Company Sites or through the Company Services. Any applicable tax on those items will be applied to the item price you pay for taxable items, less any savings amounts. With respect to those products that are not sold by Company, such products will be subject to tax based on the sales tax collection obligations of the applicable seller. Applicable tax on such orders will be applied to the item price indicated by the seller. For these items, savings amounts will not always reduce the price at which tax is charged.

8.Shipping

Company utilizes third party services for shipment. Many of the Company's products are available domestically, with certain geographic restrictions for some products. Some of the Company's products are offered internationally, for example, in Canada, the UK, and some parts of the EU. Shipments are fulfilled

and/or delivered by Amazon®, UPS®, FedEx®, or other courier or delivery services ("Delivery Service"). We will share your delivery information (name, location/address and phone number) with the Delivery Service for the sole purpose of facilitating the delivery of your Company order to you. Shipments of products marketed through the Company Services and/or Company Sites, but fulfilled by third parties, are each shipped separately from other Company products sold through the Company Services or on the Company Sites. The exact delivery date of your order may depend on several factors, including, without limitation, the date and time you place your order, your selection of expedited shipping if available, the schedules and processes of our shipping partners, holiday schedules, weather, and other factors. Even though we try to anticipate delays, we cannot predict or always prepare for delays caused by carriers, mistakes in delivery or shipment information, changes to orders, strikes, bad weather, or other similar circumstances. Your order may arrive in one or several boxes over the course of one or more days. If there is a delay, we will do whatever we can to help move things along, although we cannot promise we'll be able to resolve the delay. When you receive your order, remember to use discretion when lifting boxes and removing items. From time to time, we receive requests to pack orders in multiple boxes. We cannot guarantee that we can or will fulfill such requests. Company is not responsible for orders that are lost or stolen.

9. Terms of Promotions

From time-to-time, we may make certain offers, sales, Promo Codes (defined below), offer cards and gift codes, services, discounts, coupon offerings, giveaways, promotional credits, Cash Rewards (as defined below), free samples, specials, user-generated content opportunities, contests, sweepstakes and other promotions (each a "Promotion" and, collectively, the "Promotions") available to you. Promotions may be publicized on the Company Sites, through advertisements, and/or through other marketing channels. If you participate in, use, or apply any Promotion, you will be subject to the Terms and any additional terms, conditions, rules, and policies applicable to the Promotion.

Unless otherwise disclosed in any applicable Promotion-specific terms, disclaimers, conditions, rules, or policies, Promotions are not combinable with other Promotions, have expiration dates, cannot be applied to past purchases, are subject to certain caps and limitations, are only valid for their intended audience, are non-transferable, cannot be redeemed for cash or any cash equivalent, can only be used once per household, can only be redeemed through the Company Sites or the Company Services, and may be modified, replaced, suspended or terminated at any time by Company at Company's sole discretion. Certain Promotions shall only be applicable on repeat orders. Company determines, in its sole discretion, the accrual rates, redemption amounts and thresholds, and method and timing for the application or implementation of any Promo Code, Cash Rewards, discount, promotional credits or other Promotion and/or any other restrictions as may be determined

and communicated by Company in its sole discretion. Only valid Promo Codes provided or promoted by Company will be honored at checkout. Theft, reproduction, duplicate requests and/or other behavior intended to circumvent the proper redemption of Promo Codes is prohibited and may constitute fraud. Where noted, you must add giveaway items to cart, select coupons to have such coupons apply to your order, or enter any discount codes at checkout. Certain Promotions shall only be applicable to first orders. Unless otherwise specified in the terms and conditions of the particular Promotion, Promotions shall never apply to orders placed through business accounts that utilize separate credit terms agreed to with Company.

Company may exclude certain product categories, certain specific products, and certain brands from Promotions from time to time in the exercise of Company's sole discretion.

In certain circumstances, all of the products in your Company order may be fulfilled solely by a third-party. In such circumstances, Company shall be under no obligation to provide, ship, or replace any free product samples. Company may include a free product sample in your order that does not require your selection or express addition to your cart (including as part of a holiday "goodie" bag!). By using the Company Services and Company Sites, you agree to receive free product samples provided by Company without any action by you, subject to availability and in Company's sole discretion.

10. Third Party Sites & Ads

The Company Services and Company Sites may contain links to third-party websites, services, and advertisements for third parties (collectively, "Third Party Sites & Ads"). Such Third Party Sites & Ads are not under the control of Company and Company is not responsible for such Third Party Sites & Ads. Company does not review, approve, monitor, endorse, warrant, or make any representations with respect to the Third Party Sites & Ads. You use all Third Party Sites & Ads at your own risk. When you link to a Third Party Site & Ad, the applicable third party's terms and conditions apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction on or with such Third Party Sites & Ads.

Third Party Services

When you use the Company Services or the Company Sites, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third-party services may be subject to the separate policies, terms of use, and fees of these third parties.

11. INFORMATION AND PRODUCT DESCRIPTIONS

We may include product descriptions on the Company Sites or in the Company Services. We do not, however, represent or warrant that any such product descriptions, including weight and size, or other such statements or content are accurate, complete, reliable, current, or error-free. Product images used on the Company Sites are intended to represent brands or types of products and

may not represent the exact size, flavor, fragrance, type, quantity, or other specific details about the product you are purchasing. We do our best to keep images of product packaging up-to-date on the Company Sites, but you may receive a product with different packaging when there is a change from the manufacturer. If you believe a product offered on the Company Sites, or through the Company Services, is not as described, your only remedy is to return it in unused condition or to seek redress from the manufacturer.

If you find a description in poor taste, please

notify wecare@riverakitchenware.com and it may be edited in our sole discretion.

Submissions or opinions expressed in any of the Company Services or the Company Sites are that of the individual expressing such submission or opinion and may not reflect our opinions. Unless we expressly state otherwise, we do not endorse any submission or opinion expressed by a third party in any of the Company Services or the Company Sites. Unless we expressly state otherwise, the fact that Company has provided a link to a site is not an endorsement of the service or site, its content or its sponsoring organizations. We do not assume any responsibility or liability for the actions, product and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

Any product representations or warranties expressed in any of the Company Services or the Company Sites are that of the vendor, manufacturer, distributor or supplier and are not made by us. Such representations and warranties include, but are not limited to, vendor promises visible on the packaging of the product and hence in the product image within any of the Company Services or the Company Sites.

Our fulfillment centers handle and store a variety of products, including products made with known food and fragrance allergens. We do not separate products based on their listed ingredients.

The Company Services and/or the Company Sites may make available certain data, news, research, statistics, stories, product descriptions, labels, ingredient lists, product photographs, other photographs, opinions, or other information (collectively "Information") that we may have prepared ourselves or that may have been prepared independently by and obtained by Company from manufacturers, vendors, suppliers, other services, news wires, statistics providers, journalists, authors, and other providers (collectively the "Information Providers"). We do not represent, warrant, guarantee, or certify the accuracy, completeness, reliability, timeliness, or correct sequencing of the Information made available on the Company Sites or through the Company Services. You agree that Company and the Information Providers shall not be liable in any way for the inaccuracy, incompleteness, untimeliness, or incorrect sequencing of the Information, or for any decision made or action taken by you relying upon the Information. You further agree that neither Company, nor the Information Providers will be liable in any way for the interruption of any data, Information or other aspect of the Sites. You understand that none of the Information available through the Company Services or the Company Sites constitutes a recommendation or solicitation to take or not take any action.

DISCLAIMER: ALTHOUGH WE WORK TO ENSURE THAT PRODUCT INFORMATION IS ACCURATE, ON OCCASION MANUFACTURERS MAY ALTER THEIR INGREDIENT LISTS AND ACTUAL PRODUCT CONSISTENCY, PACKAGING, AND MATERIALS MAY DIFFER FROM THE PRODUCT DESCRIPTIONS.

PRODUCTS MAY CONTAIN MORE AND/OR DIFFERENT INGREDIENTS THAN THE INFORMATION SHOWN ON OUR SITES. WE RECOMMEND THAT YOU DO NOT SOLELY RELY ON THE INFORMATION PRESENTED AND THAT YOU PLEASE ALWAYS READ LABELS, WARNINGS, AND DIRECTIONS PROVIDED ON PRODUCT PACKAGING BEFORE USING OR CONSUMING A PRODUCT. FOR ADDITIONAL INFORMATION ABOUT A PRODUCT, PLEASE CONTACT THE MANUFACTURER.

DISCLAIMER: CONTENT PROVIDED THROUGH THE COMPANY SERVICES OR ON THE COMPANY SITES IS FOR REFERENCE PURPOSES AND IS NOT INTENDED TO SUBSTITUTE THE ADVICE OF A PHYSICIAN, PHARMACIST, OR OTHER LICENSED HEALTH-CARE PROFESSIONAL. YOU SHOULD NOT USE THIS INFORMATION AS SELF-DIAGNOSIS OR FOR TREATING A HEALTH PROBLEM OR DISEASE. CONTACT YOUR HEALTH-CARE PROVIDER IMMEDIATELY IF YOU SUSPECT THAT YOU HAVE A MEDICAL PROBLEM. INFORMATION AND STATEMENTS REGARDING DIETARY SUPPLEMENTS HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION AND ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE OR HEALTH CONDITION. WE ASSUME NO LIABILITY FOR INACCURACIES OR MISSTATEMENTS ABOUT PRODUCTS MADE THROUGH THE COMPANY SERVICES OR ON THE COMPANY SITES.

12. OUT OF STOCKS

If a product you have selected is not in stock, we reserve the right to, at our discretion, replace the product with an equivalent or similar product, provide you with a credit to your account for the amount paid for such item, or refund you for the item. "Equivalent" or "similar" items may be the same brand but a different type, size or flavor, or may be the same type of product but a different brand, size or flavor. Price adjustments for alternate products will not be requested by us nor extended to you in the event of a product substitution.

13. REVIEWS, COMMUNICATIONS, AND CONTENT

The Company Sites may permit you, from time-to-time, to post reviews, pictures, comments and other content; send referral messages or information; and submit suggestions, ideas, comments, questions or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, abusive of the character margins, an obscene image derived from keyboard characters, infringing of intellectual property rights or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, chain letters, mass mailings or any form of "spam." Company may, and it reserves its right to, remove or edit any such content, even though it is under no obligation to review, remove or edit such posted content.

You acknowledge that you are responsible for all materials you submit to Company through the Company Services, on the Company Sites or on other electronic communications (including through any part of Company administered by third parties like Facebook, Instagram, other social media platforms and the tools that allow you to interact with Company or the Company Sites through these social media platforms). This means you are responsible for the legality, accuracy, appropriateness, originality, and copyright of any such material you submit.

Unless we indicate otherwise, if you submit any material to us, post any material on the Company Sites and/or provide us, including without limitation, ideas, know-how, techniques, questions, reviews, images, videos, comments, and suggestions (collectively, "Submissions"), you agree that such Submissions shall be treated as non-confidential and nonproprietary and you agree that you grant to Company an royalty-free, worldwide, perpetual, irrevocable and fully transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form and in any media, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become our sole and exclusive property and shall not be returned to you. You further agree that Company is free to use any ideas, concepts, feedback, and know-how you provide to Company. You grant the Company the right to use the name you submit in connection with such Submissions if we choose.

Unless we indicate otherwise, by submitting any content, you represent and warrant that: (1) the content is original, accurate, created by you, and on an impersonation; (2) use of the content you supply does not violate these Terms; (3) you own or otherwise control all the rights to the content that you post; (4) you are currently a bon fide user of the Company products mentioned in your Submission and your Submission reflects your true and honest opinion of and current experience with the Company products; (5) you are over the age of majority, or, if a minor, your parent or legal guardian consent to your submission; (6) you are not an employee of Company nor do you work for an affiliate or agency of Company hired by Company to promote and/or sell Company products; OR, if you are employee of Company or work for an affiliate or agency of Company hired by Company to promote and/or sell Company products, you agree to include a clear and conspicuous disclosure of your relationship with Company in your Submission; (7) your Submission (or any portion of it) has not been included in nor planned for use in any other advertising or promotional materials, for Company or any third party; (8) your Submission is made without any prior payment or promise of payment having been made to you or the expectation by you of any payment in return for your proposed Submission. Your Submission is also made without any prior benefit having been made to you or the expectation of any future benefit, except for the possibility of having your Submission used for Company promotional purposes. Or, if you did receive a benefit, you clearly disclose the details of the benefit in your Submission; (9) your Submission does not contain content which infringes any third party's copyright, patent, trademark, trade secret,

right of publicity, right of privacy, moral rights, and/or any other applicable personal or proprietary rights; (10) your Submission does not contain content which violates any law, statute, ordinance or regulation or content that engages in, encourages, advocates, or provides instructions for conduct that would constitute a criminal or civil offense under any law, statute, ordinance or regulation; (11) your Submission does not contain material or content that is, or may reasonably be considered to be, hate speech, whether directed at an individual or group, or that is otherwise unlawfully threatening or unlawfully harassing to any individual, partnership, corporation, or political body; (12) your Submission does not contain content or materials intended to create disruption or to mislead others, such as posting multiple Submissions in an effort to monopolize the forum or posting a Submission unrelated to the forum's designated topic or theme; and (13) your Submission does not contain content which includes third party websites, addresses, email addresses, contact information, phone numbers, other information or opinions about an identified or reasonably identifiable individual or private information (including sensitive information) without obtaining prior consent from that individual for sharing such information with Company. Company may, and it reserves its right to, remove or edit any such content, even though it is under no obligation to review, remove or edit such posted content.

Without limiting any of the foregoing, Company is free to use any ideas, concepts, know-how or techniques contained in any Submissions you send to Company for any purpose whatsoever, including, but not limited to, developing and marketing products using such information.

Company does not endorse any submitted content or opinions on the Company Sites or through the Company Services and such submissions are that of the user expressing them.

If the Submission is related in any way to a promotion, sweepstakes, contest, giveaway, or similar program, Additional Terms may apply. Any opinions, advice, statements, services, offers, or other information contained in Submissions expressed or made available on the Sites are those of the respective author(s) or distributor(s) and not of Company. We neither endorse nor guarantee the accuracy, completeness, or usefulness or any such Submission.

You understand that the Company is relying upon your representations, grants of rights, waivers and releases in permitting you to submit a Submission. You acknowledge that you may not terminate or rescind the grants of rights and licenses and/or the releases contained in this Agreement.

Age Restrictions

By using the Company Sites, you represent and warrant that you are either at least 18 years of age or are using a Company Site under the supervision of a parent or guardian. If you are under 18 years of age, but over 16 years of age, then you may only use the Company Sites with the express affirmative permission and continued supervision of a parent or guardian. If you are (1) (a) a resident of the State of California and (b) under 16 years of age, or (2) under 13 years of age, then, in each case, you are not permitted to use any portion of the Company Sites.

14. INTELLECTUAL PROPERTY

All text, data, graphics, button icons, images, audio clips, and software (collectively, "Content") on the Company Sites are the exclusive intellectual property of Company, are licensed to Company by third parties, or are otherwise permitted to be used by Company. The collection, arrangement, and assembly of all Content on the Company Sites (the "Compilation") belongs exclusively to Company. The Company Services and the Company Sites, their Content and Compilation, and all software used therein is owned by, licensed to, or otherwise permitted to be used by Company and all owned intellectual property is protected by United States Copyright Act of 1976, as amended, Title 35 of the United States Code, each other applicable domestic law and all applicable intellectual property laws of other countries. All software used in any of the Company Services or the Company Sites (the "Software") is the property of the Company or its Software suppliers, which is also protected by U.S. and international copyright laws. Company names, logos, slogans, trade names or words are trademarks and, in some cases, are pending registration.

The use of any of Company's Intellectual Property (as defined below), or the Intellectual Property of third parties that appears on the Company Sites, or in the Company Services, without our express written consent, or the express written consent of such third parties, is strictly prohibited. "Intellectual Property" includes, but is not limited to, all Content, Compilation, Software, logos, slogans, trade names, meta tags, and all other copyrighted information, trademarks or service marks, trade secrets, and patents.

15. DISCLAIMER OF WARRANTIES

Important: This section is important because it is a disclaimer by the Company of certain warranties and liabilities. You understand and agree that the company will not assume responsibility for many items. We love our customers and we will always try to do our best for each of them, subject to all of the Terms and, specifically, these disclaimers.

THIS DISCLAIMER SECTION IS AN ESSENTIAL PART OF THE TERMS AND THIS AGREEMENT. THIS DISCLAIMER SECTION DOES NOT APPLY TO ANY PRODUCT WARRANTY MADE TO YOU BY THE MANUFACTURER OF THE PRODUCT.

THE COMPANY SERVICES, THE COMPANY SITES, AND ALL INFORMATION, SOFTWARE, CONTENT, MATERIALS, ITEMS, ADVICE, AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY SERVICES OR THE COMPANY SITES ARE PROVIDED SOLELY ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND, THEREFORE, YOUR USE OF THE COMPANY SERVICES AND/OR THE COMPANY SITES IS AT YOUR RISK. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE COMPANY SERVICES, THE COMPANY SITES OR ANY INFORMATION, SOFTWARE, CONTENT, MATERIALS, ITEMS, ADVICE, AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY SERVICES OR THE COMPANY SITES.

WE DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES OF ANY KIND IN CONNECTION WITH THE USE OF THE COMPANY SERVICES AND/OR THE COMPANY SITES, WHETHER EXPRESS OR IMPLIED. THESE DISCLAIMERS INCLUDE, WITHOUT LIMITATION: THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE COMPANY SERVICES OR THE COMPANY SITES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM INACCURACIES, MISTAKES OR TYPOGRAPHICAL ERRORS; THAT THE COMPANY SERVICES OR THE COMPANY SITES WILL BE SECURE; THAT THE COMPANY SERVICES, THE COMPANY SITES OR THE SERVERS THAT MAKE THE COMPANY SERVICES AND/OR THE COMPANY SITES AVAILABLE WILL BE VIRUS-FREE OR FREE OF OTHER HARMFUL COMPONENTS; THAT COMMUNICATIONS SENT FROM THE COMPANY SERVICES, THE COMPANY SITES, OR THIRD PARTIES WORKING ON BEHALF OF COMPANY ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS; AND THAT THE COMPANY SERVICES, THE COMPANY SITES, OR ANY INFORMATION, SOFTWARE, CONTENT, MATERIALS, ITEMS, ADVICE, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY SERVICES, THE COMPANY SITES, SERVERS, OR ELECTRONIC COMMUNICATIONS SENT FROM COMPANY OR THIRD PARTIES WORKING ON BEHALF OF COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT:

- YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE COMPANY SERVICES AND/OR THE COMPANY SITES AND THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE COMPANY SERVICES AND/OR THE COMPANY SITES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES; AND
- COMPANY IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE COMPANY SITES OR THROUGH THE COMPANY SERVICES.

NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT THESE WARRANTIES, REPRESENTATIONS OR CONDITIONS TO THE EXTENT THEY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH WARRANTIES, REPRESENTATIONS OR CONDITIONS WILL BE EXCLUDED AND LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

16. LIMITATION OF LIABILITY

Important: this Section 13 is important because it explains how, and the extent to which, Company limits many of its liabilities. Like many other companies, Company limits its liabilities for various reasons, including because it helps us to provide the Company Services and the Company Sites in an efficient and user-friendly manner.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER COMPANY NOR ITS EMPLOYEES, BOARD OF DIRECTORS, OFFICERS, INVESTORS, REPRESENTATIVES, SUPPLIERS, OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL DAMAGES, LOSS OF REVENUE OR INCOME, LOST PROFITS, EXEMPLARY, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY, ARISING FROM: (i) THE USE OF ANY OF THE COMPANY SERVICES, THE COMPANY SITES, OR INFORMATION, SOFTWARE, CONTENT, COMPILATIONS, AND OTHER SERVICES INCLUDED ON, OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY SERVICES OR THE COMPANY SITES; (ii) ANY CONTENT POSTED ON THE COMPANY SITES OR AVAILABLE THROUGH THE COMPANY SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO THAT CONTENT); (iii) THE COMPANY SERVICES, THE COMPANY SITES OR ANY OTHER SITES YOU ACCESS THROUGH A LINK FROM THE COMPANY SITES; (iv) THE CONDUCT OF THIRD PARTIES ON OR THROUGH THE COMPANY SERVICES OR THE COMPANY SITES; (v) ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; (vi) ANY DELAY IN OR INABILITY TO USE THE COMPANY SERVICES OR THE COMPANY SITES OR ANY INFORMATION, ITEMS, OR SERVICES ADVERTISED ON OR OBTAINED THROUGH THE COMPANY SERVICES OR THE COMPANY SITES; (vii) COMPANY'S REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED OR POSTED ON THROUGH THE COMPANY SERVICES AND THE COMPANY SITES; (viii) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER, SHOPPER, OR OTHER USER OF THE COMPANY SERVICES AND/OR THE COMPANY SITES; (ix) ANY ACT OR OMISSION OF YOU, COMPANY, OR ANY THIRD PARTY ON THE COMPANY AT OR ON PHYSICAL PREMISED OWNED, OPERATED, MAINTAINED, LICENSED, OR USED BY COMPANY, INCLUDING IN CONNECTION WITH THE PICKUP OF ANY PRODUCTS OFFERED ON THE COMPANY SITES BY YOU AT ANY COMPANY FULFILLMENT CENTER OR PARTICIPATION IN ANY EVENT, CONTEST, SWEEPSTAKE, PROMOTION, OR OTHER SIMILAR ACTIVITY CONDUCTED AT A PHYSICAL LOCATION; OR (x) OTHERWISE ARISING OUT OF YOUR USE OF THE COMPANY SITES, IN EACH CASE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF COMPANY, ITS SUPPLIERS, THIRD PARTY CONTENT PROVIDERS, OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ACTIONS YOU MAY OR MAY NOT TAKE AS A RESULT OF USING THE COMPANY SERVICES OR THE COMPANY SITES, AND YOU EXPRESSLY AGREE THAT YOUR USE OF THE COMPANY SERVICES AND THE COMPANY SITES IS AT YOUR SOLE RISK. PLEASE DO NOT USE THE COMPANY SERVICES AND/OR THE COMPANY SITES WHILE DRIVING OR OPERATING HEAVY MACHINERY.

THIS SECTION 13 AND LIMITATION APPLIES, WITHOUT LIMITATION, TO ANY

DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, ANY THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS, OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THIS SECTION 13 DOES NOT PREVENT A RIGHT BY A RESIDENT OF THE STATE OF NEW JERSEY TO RECOVER CERTAIN DAMAGES (INCLUDING PUNITIVE DAMAGES AND EXEMPLARY DAMAGES) NOR DOES IT LIMIT COMPANY'S TORT LIABILITY UNDER NEW JERSEY LAW RESULTING FROM COMPANY'S OWN INTENTIONAL OR RECKLESS CONDUCT.

YOU AGREE THAT, IF ANY PORTION OF THIS SECTION 13 IS FOUND INVALID, VOID, OR FOR ANY REASON UNENFORCEABLE, COMPANY'S TOTAL LIABILITY TO YOU FOR DAMAGES OF ANY KIND REGARDING THE USE OF THE COMPANY SERVICES OR THE COMPANY SITES (REGARDLESS OF THE FOUNDATION FOR THE ACTION) SHALL NOT EXCEED THE VALUE OF A REFUND FOR ANY PRODUCT THAT IS RETURNED BY YOU TO COMPANY. THIS LIMITATION EXPRESSLY APPLIES ONLY TO ECONOMIC DAMAGES ARISING FROM THE USE OF THE COMPANY SERVICES AND SITES, AND DOES NOT APPLY TO PERSONAL INJURY OR ANY INJURY CAUSED BY ALLEGED FRAUD OF COMPANY.

17. RISK OF LOSS

All goods and products purchased by you from Company are delivered pursuant to a shipment contract by a third-party package delivery company. We shall use commercially reasonable efforts to ensure the performance of such third-party suppliers and shipping companies, but shall not be responsible for their failure or for their other acts or omissions.

18. RETURN POLICY

Orders that have been placed into shipment cannot be canceled. However, you may contact Customer Service for assistance. Company reserves the right to not accept a return, or issue a refund, in its sole discretion. Certain orders will be subject to the return policies of the respective third-party sites.

19. MODIFICATIONS TO THE COMPANY SERVICES, THE COMPANY SITES, AND TERMS

Company reserves the right to terminate, modify, cancel or discontinue, temporarily or permanently, all or any portion of the Company Services and/or

the Company Sites with or without notice. Company also reserves the right to terminate, discontinue, modify or cancel any or all Promotions, including, without limitation Promo Codes and the Cash Rewards program, Company subscription services, and/or the Terms, terms, any policy, FAQ, and/or guideline pertaining to the use of the Company Services, the Company Sites, and/or any Promotion, product, or service at any time and in its sole discretion without notice to you. Any changes or modifications to any of the foregoing will be effective immediately upon posting the revisions on the Company Sites or through the Company Services. As stated above, your use of the Company Sites, Company Services, any Promotion, Cash Rewards, Company subscription services, or any other product or service confirms your acceptance of the Terms and any such changes or modifications.

20. LEGAL COMPLIANCE

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (ii) you are not a resident of Switzerland, the United Kingdom or a member nation of the European Economic Area that is accessing the Company Sites from within the geographic territory of Switzerland, the United Kingdom or a member nation of the European Economic Area; and (iii) you are not listed on any U.S. Government list of prohibited or restricted parties (e.g., any sanctions list maintained by the Office of Foreign Asset Control or other similar list maintained by a government agency).

21. TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and/or or terminate or revoke any or all your rights granted under the Terms. Upon any such termination, you shall immediately cease all access to and use of the Company Services and the Company Sites and we shall, in addition to any other legal or equitable remedies, immediately revoke all usernames, password(s), and account identification issued to you and deny your access to and use of the Company Services, the Company Sites, Company subscription services, and any Promotions, products, or other services in whole or in part. Any termination of the Terms shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

22. SEVERABILITY

The provisions of the Terms are intended to be interpreted in a manner which makes them valid, legal, and enforceable. If any provision of the Terms is found to be partially or wholly invalid, illegal or unenforceable, such provision shall be modified or restricted to the extent, and in the manner, necessary to render it valid, legal, and enforceable. It is expressly understood and agreed between the parties that such modification or restriction may be accomplished unilaterally

by us, or alternatively, by disposition of an arbitrator or a court of law. If such provision cannot under any circumstances be so modified or restricted, it shall be excised from the Terms without affecting the validity, legality or enforceability of any of the remaining provisions.

23. DISPUTES - AGREEMENT TO ARBITRATE CONTROVERSIES

PLEASE READ THIS SECTION CAREFULLY – IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

Company and you agree that these Terms, and the use of the Company Sites and the Company Services, involve and affect interstate commerce and that the Federal Arbitration Act and federal arbitration law apply and govern the interpretation and enforcement of this Section 22.

In these Terms, the capitalized word "Dispute" shall mean any dispute, claim, or controversy arising out of or relating to the Terms (including, for example, any dispute about the validity or enforceability of the Terms), the Company Services, the Company Sites, your use of any of the Company Services, Company Sites, Promotions, or to any products or services sold or distributed by Company or otherwise through the Company Services or the Company Sites, your access or any other party's access to and/or use of the Company Services and the Company Sites, and/or the provision of content, products, services, and/or technology on or through the Company Services and/or the Company Sites.

In the event of a Dispute, Company or you must give the other party notice of the Dispute. This notice must include a brief written statement that sets forth the name, address, and contact information of the party giving it, as well as the facts giving rise to the Dispute and the relief requested. You must send any such notice to Company by email to and by U.S. Mail to Company, Riverakitchenware,

You agree to try to resolve any Dispute with us through informal negotiations which are to begin within 30 days of the date that any notice of Dispute is sent by email and U.S. Mail to the other party. You and we agree to use reasonable, good faith efforts to settle any Dispute through consultation and negotiations. If after 30 days of such consultation and negotiation, we still cannot resolve the Dispute and if you or Company do not want to continue reasonable, good faith efforts to settle the Dispute through consultation and negotiations, Company or you may then resort to the other alternatives described in this section.

Notwithstanding anything to the contrary contained in this Section 22, Disputes concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Company Services or the Company Sites shall not be subject to the notice, 30-day negotiation period, or arbitration as otherwise required by this Section 22.

Except as otherwise specifically set forth in this Section 22, if a Dispute of any kind between you and Company remains unresolved after 30 days of reasonable, good faith efforts to settle the Dispute through consultation and negotiations, the Dispute shall be resolved by binding arbitration. This arbitration provision will also apply to any Dispute between you and any present

or future parent, subsidiary, or affiliate of Company, or any employee, officer, director, or investor of Company.

Except as otherwise specifically set forth in this Section 22, any Dispute will be resolved by binding arbitration, rather than in court; provided, however, that:

1. if you have, in any manner, violated or threatened to violate Company's intellectual property rights, Company may seek, and you shall not oppose, injunctive or other appropriate relief in any federal court located in New York County, New York, and you consent to exclusive jurisdiction and venue in such courts;
2. if any court or arbitrator determines that the arbitration provisions provided in this Section 22 are void or unenforceable for any reason, then the applicable Dispute shall be litigated in federal court located in New York County, New York, and you consent to exclusive jurisdiction and venue in such courts; and/or
3. Company or you may assert claims in small claims court, if the applicable claims qualify and where jurisdiction and venue over you and Company otherwise qualifies for such small claims court; provided, however, that if you decide to pursue a claim in small claims court, you agree that you shall still provide Company thirty 30 days' prior written notice by email to wecare@riverakitchenware.com and by U.S. Mail to Riverakitchenware,

Arbitration is more informal than a lawsuit in court in that there is no judge or jury in arbitration. Arbitration seeks to resolve disputes more quickly and court review of an arbitration award is limited. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would. Company and you agree that dispositive motions, including without limitation motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorney's fees.

Company and you understand that, absent this mandatory arbitration provision and other applicable Terms, Company and you would have the right to sue in court and have a jury trial. Company and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and that the right to discovery may be more limited in arbitration than in court.

The arbitrator's award will be in writing, shall be binding, and may be entered as a judgment in any court of competent jurisdiction.

Arbitration under this agreement shall be conducted by a single arbitrator, and at a location, governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and administered by the AAA. The AAA Rules and fee information are available at www.adr.org. You agree to submit to the personal jurisdiction of any state or federal court in New York, New York to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the

arbitrator.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You are responsible for all other additional costs that you may incur in the arbitration including, without limitation, attorney's fees and expert witness costs unless Company is specifically required to pay such fees under applicable law.

To begin an arbitration proceeding, you must contact the Company, in writing (the "Demand"), to inform us of your intent to arbitrate a dispute. This Demand must: briefly explain the dispute; list your name, your address, and, if applicable, the name of your representative; specify the amount of money in dispute, if applicable; identify the requested location for the arbitration, if an in-person hearing is requested; and state your demands. At the time you send the Demand to the Company, you must also send the following to the AAA: (i) a copy of the Demand; (ii) a copy of these Terms; and (iii) the applicable filing fee. You may submit these materials to the AAA by mail, online, or in person at an AAA office.

If for any reason a Dispute between Company and you is before a court (e.g., if the arbitration provisions are found unenforceable), Company and you agree to waive, to the fullest extent allowed by law, any trial by jury. As more fully set forth above, we also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

You may opt not to be bound by the provisions requiring arbitration by sending written notice of your decision to opt out to Company by email

to wecare@riverakitchenware.com. The notice must be sent within 30 days of your first use of any of the Company Services or the Company Sites after the posting of these Terms. If you do not opt out pursuant to this Section 22, you will be bound to arbitrate Disputes in accordance with the terms of this Section 22. If you opt out of the provisions requiring arbitration, the Company will not be bound by the terms of this Section 22 either with respect any Dispute it has with you.

24. CLASS ACTION WAIVER

PLEASE READ THIS SECTION 23 CLASS ACTION WAIVER CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

For purposes of this Section 23 Class Action Waiver, we will also use the capitalized word "Dispute" to mean any dispute, claim, or controversy arising out of or relating to the Terms (including, for example, any dispute about the validity or enforceability of the Terms), the Company Services, the Company Sites, any products or services sold or distributed by Company or otherwise through the Company Services or the Company Sites, your access or any other party's access to and/or use of the Company Services and the Company Sites, and/or the provision of content, products, services, and/or technology on or through the Company Services and/or the Company Sites.

Company and you agree to resolve any Dispute will be brought in an individual

capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. Company and you further agree to not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising out of or relating to any Dispute with a third party.

If any court or arbitrator determines that the class/consolidated/representative action waiver set forth in this Section 23 Class Action Waiver is void or unenforceable for any reason or that arbitration can proceed on a class, consolidated, or representative basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in federal court located in New York County, New York.

If any clause within this Section 23 Class Action Waiver is found to be illegal or unenforceable, that specific clause will be severed from this section, and the remainder of its provisions will be given full force and effect.

This Section 23 Class Action Waiver will also apply to any claims asserted by you against any present or future parent, subsidiary or affiliated company of Company, or any employee, officer, director, or investor of Company, and to any claims asserted by any of them against you, to the extent that any such claims is a Dispute.

25. GOVERNING LAW AND JURISDICTION

THE LAWS OF THE STATE OF NEW YORK APPLY TO EVERYTHING RELATING TO YOUR RELATIONSHIP AND DEALINGS WITH COMPANY. THIS MEANS THAT THE TERMS, ANY AND ALL DISPUTES, CLAIMS AND CONTROVERSIES ARISING OUT OF OR RELATING TO THE COMPANY SERVICES OR THE COMPANY SITES SHALL BE GOVERNED BY AND CONSTRUED EXCLUSIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS.

26. TYPOGRAPHICAL ERRORS

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. We shall have the right to refuse or cancel any such orders, even if the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall, within a reasonably practicable amount of time, issue a credit to your credit card account in the amount of the charge.

27. FULFILLED BY THIRD PARTIES

Products and services marketed on the Company Sites are stored, shipped, and fulfilled by third-party manufacturers, distributors, suppliers, and/or other independent parties. These products will be shipped to you directly from the third party. Company will endeavor to identify such relationships on the applicable product pages and/or in the product description, but makes no

guarantee, representation, or warranty that all or any products fulfilled by third parties will be so identified. In instances where products fulfilled by third parties are displayed on the Company Sites, Company is acting solely in its capacity as marketer to such third parties with respect to the products and services fulfilled by such third parties. Payments may be processed by our third-party payment processor and may be subject to additional terms and conditions.

Once you have placed an order through the Company Sites for products and services that are fulfilled by parties other than Company, we will send you an order acknowledgement by email setting out what you have ordered. This is not an order confirmation or acceptance from Company or the applicable third-parties that will be responsible for fulfilling third-party goods and services marketed on the Company Sites, which order confirmation may be issued directly by such third-parties or Company on such third parties' behalf.

Certain products and services fulfilled by third-parties may require additional time for delivery, may involve surcharges for shipping, handling, and/or delivery, may require age verification upon delivery, or may have additional requirements imposed by the third party fulfilling the order for these products and services in order to process orders and completed delivery. Company will endeavor to describe all requirements applicable to such third-party products and services, but makes no guarantee, representation, or warranty that all or any requirements applicable to such third-party products and products will be identified, or, if identified, that such identified requirements will be accurate or complete.

Scheduled Delivery Services

Some products and services fulfilled by third parties require scheduled delivery due to their size and weight, the nature of the products and services, or the value of the products and services. These items may include, without limitation, large electronics, furniture, fitness and sporting equipment, jewelry, appliances, yard fixtures, and other bulky items. If scheduled delivery is required, confirm in advance that an adult, age 18 or over (19 or over in AL or NE), with valid government-issued photo identification is available throughout the period of the scheduled delivery. Additional delivery requirements may be required to successfully complete delivery, some items may be delivered separately from other items in your order, and delivery to particular areas of your home may not be available. Failure to meet any minimum delivery and acceptance requirements communicated to you may result in additional shipping, handling, and/or delivery charges.

Customer Service; Return Policy for Third-Party Goods and Services

The third parties shipping, fulfilling, and delivering products and services marketed on the Company Sites may be in the best position to assist you with the portions of your order(s) comprised of goods and services not fulfilled by Company. Unless noted otherwise, please contact the appropriate third party directly to resolve the problem. In most cases, Company cannot track orders or process cancellations, returns or replacements for items that were purchased from a third party through use of the Company Sites or Company Services, and these items cannot be returned to a Company. We will coordinate with these

third parties to assist you with any questions or issues, but such parties may have customer service policies and procedures that vary from these Terms and will control the products and services they fulfill and deliver. In addition, such products and services may be subject to return policies specific to the third-party products and services offered, which Company will endeavor to identify on the relevant product pages and/or in the relevant product description.