

FLONT Terms of Use

Effective Date: December 7, 2017.

The following Terms of Service (“Terms”) between you (“you” or “your”) and Flont, Inc. (“we,” “our,” “us,” or “Flont”) describes the terms and conditions on which you may access and use the Flont website located at flont.com (the “Site”), and related services including Flont’s jewelry rental, membership and sale services (together with the Site and the Flont Content, as defined below, the “Services”). By accessing or using any of the Services, you acknowledge that you have read, understood and agreed to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS MAY HAVE CHANGED SINCE YOU LAST ACCESSED OR USED THE SERVICES. BY CLICKING “I AGREE” OR OTHERWISE ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE TO THESE TERMS.

1. ABOUT THE SERVICES

A. Introduction

Flont provides access to a constantly updating, curated collection of fine jewelry. We want to make it easy for you to enjoy jewelry, learn about brands and craftsmanship, discover your personal style, and purchase jewelry that you love, to keep it forever. This access is through jewelry rentals, membership programs, gift cards and e-commerce selling. You can purchase jewelry directly, or after wearing it as a renter or member. Currently, we only offer our Services to clients located in the United States.

B. Eligibility

Children under the age of 18 may not use the Services and parents or legal guardians may not agree to these Terms on their behalf.

C. Modification of the Services or the Terms

Flont may modify these Terms or modify, suspend, or discontinue the Services at any time for any reason. However, Flont will use commercially reasonable efforts to notify you of material changes to these Terms by posting a notice on the Site and/or sending an email to the email address you provided to Flont upon registration.

D. Privacy

To learn more about our privacy practices, please read our Privacy Policy, which is available at <https://flont.com/privacy-policy> (the “Privacy Policy”).

2. RENTAL AND SALE OF PRODUCTS

A. General Conditions

The Services include the rental and sale of Products. This Section 2(A) sets out terms and conditions that apply to your rental or purchase of any Product.

RENTAL AGREEMENT. Each time you rent or borrow a Product from Flont, you must “clickthrough” and agree to be bound by, a Flont Client Agreement. This agreement outlines the term, specific rights or options, and insurance accompanying that specific product rental. A template of that agreement is available [here](#).

18 YEARS OR OLDER. We rent and sell Products only to adults, who may rent or purchase the Products with a credit card issued by a licensed U.S. Bank. By clicking agreeing to these Terms, you represent that you are 18 years or older and that you are authorized to use the chosen payment method (including, without limitation, credit cards) for the purpose of renting or purchasing the Products as described in these Terms.

LIMITS. You acknowledge and agree that we may place limits on the rental or purchase of Products, including but not limited to restricting orders placed under a single customer account, payment card or billing or shipping address. We reserve the right to limit, cancel or prohibit any rentals or sales of Products for any reason in our sole discretion, including but not limited to availability and geographic concerns.

DELIVERY. Your Products may be ordered and couriered to you on the same day for certain orders placed by 2 p.m. for delivery in Manhattan, New York City, subject to the additional delivery charge specified on the Site. Otherwise, all deliveries will be through FedEx.

COLLECTIONS. If you do not pay the amounts you owe to Flont when due, then Flont will need to institute collection procedures. You agree to pay Flont’s costs of collection, including without limitation reasonable attorneys' fees.

COMMUNICATIONS. You consent to receive communications from us, including email, text messages, calls, and push notifications, including for the purposes of notifying you about the status of your order, sending you reminders, facilitating secondary authentication, and providing other information. We may contact you by telephone calls or text messages, including by an automatic telephone dialing system, at any of the telephone numbers provided by you. Standard message and data rates charged by your mobile carrier may apply to the text messages we send you. You may opt out of receiving communications by following the unsubscribe procedures we provide to you. In the case of text messages, you may opt out by replying "STOP" to a text message you receive from us or by emailing concierge@flont.com. You acknowledge that opting out of receiving communications may impact your use of the Services."

B. Rentals

The following additional conditions apply to the rental of any Product.

RENTAL FEE. The rental fee (“Rental Fee”) for the Product will be the total of the rental fee, insurance charges and delivery charges listed on the Site for your rental of the Product. When you place your rental order for a Product, you hereby authorize Flont to charge your payment card for the Rental Fee. Flont will charge your payment card the amount of the Rental Fee immediately upon your rental order. A reservation of a Product on the Site is an order for the rental of that Product, regardless of how far in advance that Product is reserved. **In addition, at the time of your rental order for a Product, you hereby authorize Flont to place a hold on your payment card for an amount equal to 25% of the Purchase Price of the Product set forth on the Site (“Purchase Price”) plus applicable sales taxes.** Rental Fees exclude all federal, state and local taxes, GST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by you directly or, if paid by Flont, shall be paid by you to Flont in connection with your rental order.

CANCELLATION POLICY. You may cancel your rental order subject to the following cancellation fees and policies:

- i. If you cancel thirty (30) or more days in advance of the delivery date, there is no cancellation fee and you will receive a full refund issued to the payment card you used for the order.
- ii. If you cancel less than thirty (30) days but more than fourteen (14) days in advance of the delivery date, you will not receive any refund, but you will receive a full credit to your Flont account for the Rental Fee associated with the cancelled order. This credit can be applied to any future Flont rental.
- iii. If you cancel fourteen (14) or fewer days in advance of the delivery date, you will receive a credit to your Flont account for the Rental Fee associated with the cancelled order, minus a cancellation fee of \$50.

RETURN PACKAGING. With delivery of the Product, Flont will provide you with a pre-paid, pre-addressed FedEx shipping label and envelope, and Flont shipping case, as well as instructions for your use in returning the Products to Flont (“Return Packaging”). You must only use the FedEx return label and Flont case. The Flont shipping case is not yours to keep. If the Flont shipping case is not returned you will be charged a \$50 fee (details below under “Lost Return Packaging”).

USE OF THE PRODUCTS. You agree to treat the Products with great care, as if it was borrowed from your close friend. You are responsible for loss, destruction or damage to the Products due to theft, mysterious disappearance, fire, or any other cause, other than normal wear and tear. Normal wear and tear encompasses minor scratches, or other minor damage covered by the insurance you paid for with your rental of the applicable Product. If you return a Product that is damaged beyond normal wear and tear, then you agree that we shall charge you, and you shall pay, for the price for repairing or replacing the Product, as determined in our discretion, up to 25% of the Purchase Price for the Product, not including the cost of any missing gemstones. You are responsible for the replacement cost of missing gemstones. If the damage was not caused by your negligence, you may file an insurance claim. See Insurance

RETURN OF THE PRODUCTS; EXTENSIONS. You agree to return the Products to Flont in the Return Packaging on or before the return date for the Products that are identified in the online invoice for your order. You may extend your order for a Product on the Site or by phone to Flont; provided that any extensions are subject to other orders for that Product and to pre-payment of the additional Rental Fee applicable to that Product for the period of time of the extension. You must return the Product by delivering the Product in the Return Packaging to a FedEx store or agent located in the United States by 3 p.m. on or before the date that the Product is due. We are not responsible for any personal or other items left in the Products or which are returned to Flont in the Return Packaging. If you believe you have accidentally or otherwise sent us any such items, please contact customer service as soon as possible at concierge@flont.com. Our staff may assist in attempting to locate such items at a customer's request, but are not obligated to and assume no liability for doing so.

LATE FEES. If you return the Products late, a late fee of one-hundred dollars (\$100.00) will be charged to the payment card you used to pay the Rental Fee or to any other payment card included in your account information that you have provided to Flont for every day that you are late returning the Products, and you agree to pay such late fees, up to an amount not to exceed 100% of the Purchase Price plus applicable sales tax (plus the Rental Fee). The late fee is payable for each Product in the Order that is not returned when due. If you have not returned a Product within ten (10) days after the return date for the Product, your late return will be considered a purchase and Flont will charge your payment card the Purchase Price set out in the Order, less any late fees that you have already paid, plus applicable sales tax. We never charge you more than the purchase price set out in the Order.

PAYMENT LIMITED TO THE PURCHASE PRICE Flont will not charge you for more than an amount equal to the Purchase Price, in the aggregate, for any charges arising under this Section 2(B), excluding collection costs. If you pay Flont an amount equal to the Purchase Price under this Section 2(B) and you still possess the Product, the Product is yours to keep, though on an "AS IS" basis without warranty of any kind. For the avoidance of doubt, the limitations of this clause shall not apply to the Rental Fee, which is charged separately from, and in addition to, any other charges payable by you pursuant to this Section 2(B).

LOST RETURN PACKAGING. If you lose the Return Packaging, we will send you a replacement Flont shipping case and FedEx label, and you will be charged \$50. For the avoidance of doubt, the limitations of this clause shall not apply to the Rental Fee, which is charged separately from, and in addition to, any other charges payable by you pursuant to this Section 2(B).

LIMITED WARRANTIES. The following are the limited warranties Flont provides in connection with Product rentals. Flont's liability to you for failure to comply with any of these warranties is limited to timely delivery of Product conforming to the warranties or a refund of the Rental Fee (excluding insurance and delivery charges) as determined by Flont. See Section 8(A) below.

- **CLEAN AND READY TO WEAR.** The Products will be professionally cleaned and

delivered ready to use. Flont cleans and inspects each Product with the utmost care, but use of the Product is at your own risk and Flont shall not be held liable for any healthrelated complaints associated with any Product.

C. Sales

The following additional conditions apply to the sale of any Product.

PRODUCTS ARE USED; ALL SALES ARE FINAL AFTER FIVE (5) DAYS AND “AS IS.” You acknowledge and agree that only those Products designated by us on the Site as available for purchase are eligible for purchase by you. Flont will professionally clean and inspect the Products before they are delivered to you. However, all Products are sold on an “as is” basis, without any warranty whatsoever, and all Product sales are final after five (5) days.

PURCHASE PRICE. The purchase price (“**Purchase Price**”) for the Products will be the purchase fee and delivery charges listed on the Site in connection with your purchase of the Products. Purchase Price is as listed on the Flont website at the time of purchase, and is subject to change. Flont reserves the right to alter Purchase Price, discount, or availability of any particular item at its discretion and without notice. Upon your purchase order for a Product, you hereby authorize Flont to charge your payment card for the Purchase Price. We will charge your payment card the amount of the Purchase Price immediately upon your purchase order. Purchase Prices exclude all federal, state and local taxes, GST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by you directly or, if paid by Flont, shall be paid by you to Flont in connection with your purchase order. Purchase orders are final and cannot be cancelled.

D. Gift Cards

The following additional conditions apply to the sale of Gift Cards:

I. USE ^[L]_[SEP]

Gift Cards may be redeemed for any rental, membership or purchase online at flont.com. Gift cards will require an entry into the Gift Card field during checkout online. Total purchase value will be deducted from the amount of the Gift Card until the value reaches zero.

II. APPLICABILITY ^[L]_[SEP]

Valid for Flont memberships, rentals and purchases only. Cannot be used or redeemed with other promotional offers and cannot applied as payment on any account.

III. REFUNDS ^[L]_[SEP]

Not redeemable for cash except as required by law.

IV. LIMITED USE ^[L]_[SEP]

Additional value cannot be added to Gift Cards. Void if resold or transferred for value.

V. TERM OF PURCHASE ^[1]_{SEP}

Gift Card purchases are final sale only and cannot be returned.

VI. BALANCE ^[1]_{SEP}

To check the balance of your gift credit, you can login to your account on flont.com or by contacting our Concierge team at 1(800) 500-6023.

VII. REPLACEMENTS ^[1]_{SEP}

Replacement for lost or stolen cards may be requested by contacting our Concierge team at 1(866) 500-6023. There is no fee for a replacement.

3. Returns.

We want you to be completely satisfied with your purchases from Flont. If you are not satisfied for any reason, you may return any Products within five (5) business days from the date of receipt. Returns of Products that had been rented or borrowed through a Flont membership for more than 5 days, and then purchased, may not be returned.

Before returning any products to us, please make sure that all of the following conditions have been satisfied.

The item must be in the same condition in which it was received by you, must be sent in its Flont shipping case, and must be shipped from the United States.

If all of these conditions are satisfied, we will refund the value of the returned product(s), Sales Tax included, less original shipping costs. Please contact concierge@flont.com to request a RMA number, and a return shipping label. We pay the return shipping costs.

4. Flont Membership.

The following additional terms and conditions apply if you subscribe to our Flont Membership (“**Flont Membership**”).

FLONT MEMBERSHIP. If you subscribe to a Flont Membership, you will be entitled to certain benefits when you rent Products, as more fully described [here](#).

FEES. The current Flont Membership subscription fee is set out [here](#), but is subject to change at our discretion and any such change will be effective for any subsequent renewal subscription period. You hereby authorize Flont or our third party payment processor to charge your payment card for the applicable Flont Membership subscription fee. Flont Membership subscription fees are nonrefundable except as expressly set forth below. Taxes apply on Flont Membership subscription fees for clients located in New York State.

SUBSCRIPTION CANCELLATION AND RENEWAL. Your Membership subscription renews automatically on a monthly basis at the then current fee and benefits then in effect until you cancel. You may cancel or renew Flont Membership or find out more information about your Flont Membership subscription, by contacting concierge@flont.com.

5. Use of the Services

A. Flont Content

CONTENT PROVIDED “AS IS.” All content and information available through the Services, including but not limited to product descriptions and specifications, product photos, advice from stylists and photos and comments from other users (“Flont Content”) is available to you on an “as is” basis and is to be used for general information purposes only. Such information is provided on a blind-basis, without any knowledge as to your identity or specific circumstances. The Flont Content is provided with the understanding that such information does not constitute professional advice or services. As such, you agree not to rely upon or use any Flont Content as a substitute for consultation with professional advisors. As used in these Terms, the Services include the Flont Content.

UPDATES We may update the Flont Content, including Product descriptions and specifications, as we deem appropriate and without notice to you. If you have any questions about the existence of more current information, please send those questions to legalinfo@flont.com. We take your questions and requests for information seriously, and we will use reasonable efforts to respond in a timely manner. However, we cannot guarantee a response in all cases.

B. Third Party Content

LINKS TO THIRD-PARTY WEBSITES. The Services may contain links or references to nonFlont websites, products, services or other materials or content (“**Third Party Content**”). This

Third Party Content is provided to you as a convenience, and Flont is not responsible for any Third Party Content or the actions of those that provide or use such Third Party Content. Any Third Party Content is independent from Flont, and Flont has no control over the Third Party Content. In addition, a link to any Third Party Content does not imply that Flont endorses, approves of or accepts any responsibility for the Third Party Content or its provider, or vice versa.

C. Acceptable Use Policy

USE OF Flont CONTENT. No part of the Services, including the Flont Content, may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording, except that Flont authorizes you to view, copy, download, and print Flont Content (such as press releases and FAQs) that is available on the Site, provided that: (a) you use the Flont Content solely for your personal, noncommercial, informational purposes; (b)

you do not modify the Flont Content; and (c) you do not remove any copyright, trademark, and other proprietary notices on the Flont Content.

USE OF THE SERVICES. You may not use the Services to: (i) transmit any content, information or other materials that are, or which Flont considers in its sole discretion to be, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, hateful or threatening to any group defined by race, religion, gender, national origin or sexual orientation, obscene, lewd, lascivious, violent, harassing or otherwise objectionable, including without limitation expressions of bigotry, prejudice, racism, hatred or profanity; (ii) sell or promote any products or services, including any controlled pharmaceutical substances, tobacco, fire arms, or alcoholic beverages; (iii) introduce viruses, worms, Trojan horses and/or harmful code; (iv) display material that exploits children under 18 years of age; (v) post any content, information or other materials that infringe, misappropriate or violate any intellectual property or other right of any third party; (vi) promote or solicit any business or promote, solicit or participate in multi-level marketing or pyramid schemes; impersonate any other person, including but not limited to, a Flont representative; (vii) post, collect or disclose any personally identifying information (including account names) or private information about children or any third parties without their consent (or their parent's consent in case of a child under 13 years of age); (viii) post or transmit any unsolicited advertising, promotional materials, or any other forms of solicitation, including without limitation solicitations of credit card numbers, solicitations for sponsors, or promotion of raffles or contests; or (ix) violate any applicable local, state, national or international laws or regulations. ^[SEP]

You also agree that you will not (and will not attempt to or permit any third party to): reverse engineer, decompile, disassemble, translate, derive the source code for, interfere with, rent, sell or lease the Services, any part thereof or access thereto.

INDEMNIFICATION FOR BREACH. By using the Services, you agree to indemnify, hold harmless and defend Flont and its officers, directors, agents and affiliates from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that is based on your use of the Services in violation of these Terms.

D. Your Content

If you post, upload or make available to Flont or the Services, or otherwise submit to or through Flont as part of your use of the Services, including the Site, any information, data, text, images, files, links, software, chat, communication or other materials, including but not limited to photos and reviews relating to your use of the Products (“**Your Content**”), you hereby grant to Flont a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit Your Content and your name, image, voice, likeness and/or other biographical information or material in connection with Your Content, in whole or in part, in all media formats and distribution methods now known or hereafter devised (including on the Site, in email and other promotional

campaigns and on third party sites promoting the Services) in connection with the Services, including but not limited to advertising, promoting, and marketing the Services, all without further notice to you, with or without attribution, without limitation as to frequency, and without the requirement of any permission from or payment to you or to any other person or entity. You waive any right to inspect or approve any of Your Content or any use of Your Content. By submitting Your Content, you represent and warrant that Your Content and your communication thereof conform to these Terms, including Section 5(C), and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize Flont to exploit, Your Content in all manners contemplated by these Terms. You waive all moral rights in Your Content which may be available to you in any part of the world and confirm that no such rights have been asserted. None of Your Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Your Content.

E. Your Account

Access to parts of the Services requires the creation of a user account, including a user name and password that you choose upon registration. You are solely responsible and liable for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your account information and all use or charges incurred from use of the Services with your account. You agree to notify Flont promptly of any unauthorized use of your account or password.

F. Delays

There may be delays, omissions, or inaccuracies in the Services, including the Flont Content. The Service may become unavailable due to maintenance or malfunction of computer equipment or other reasons.

6. INTELLECTUAL PROPERTY

A. Ownership of the Services

The Services, including the Flont Content, including all intellectual property rights in and to the Services and any changes, modifications or corrections thereto, are the property of Flont and its affiliates and licensors, and are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. By way of example only, and not as a limitation, “Flont” and the Flont logo are registered trademarks of Flont, Inc., under the applicable laws of the United States and/or other countries. Other Flont product or service names or logos appearing on or through the Services are either trademarks or registered trademarks of Flont and/or its affiliates. All other product names are trademarks or registered trademarks of their respective owners. Flont and its affiliates and licensors reserve all rights in and to the Services not granted expressly in these Terms.

Nothing shall be construed as granting to you, by implication, estoppel, or otherwise, any license or right to use the Services or any Flont Content, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms; or (b) with the prior written permission of Flont or such third party that may own such Flont Content.

B. Services License

Subject to your compliance with these Terms, Flont grants to you a limited, non-exclusive, nontransferable, revocable license to access and use the Services for your personal, non-commercial purposes.

C. Feedback

By sending us any feedback, ideas, suggestions, documents or proposals (“**Feedback**”), you grant to us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works of, publish, distribute, sublicense and otherwise exploit the Feedback, and you waive all moral rights in the Feedback which may be available to you in any part of the world and confirm that no such rights have been asserted. You represent and warrant that the Feedback does not contain any confidential or proprietary information of any third party, and that Flont may use your Feedback without restriction or obligation to you or any third party.

D. Notice and Take Down Procedures; Copyright Agent

If you believe any Flont Content infringes your copyright, you may request removal of those materials (or access thereto) by contacting Flont (identified below) and providing the following information: identification of the copyrighted work that you believe to be infringed, including a description of the work, and where possible a copy or the location (e.g., URL) of an authorized version of the work; identification of the material that you believe to be infringing and its location, including a description of the material and its URL or any other pertinent information that will allow us to locate the material; your name, address, telephone number and e-mail address; a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law; a statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf; and a signature or the electronic equivalent from the copyright holder or authorized representative.

Flont's copyright contact is as follows:

Copyright Contact, Flont, Inc. 22 W 48th St, Suite 902, New York, NY 10036 E-Mail address: CopyrightAgent@flont.com

In an effort to protect the rights of copyright owners, Flont maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Services who are repeat infringers.^[L]_[SEP]

^[L]_[SEP]

7. TERMINATION

A. Termination By You

You may deactivate your account and discontinue your use of the Services at any time. In order to deactivate your account, please contact us at concierge@flont.com. You understand that Your Content may continue to exist and be used on or through the Service even after such deactivation.

B. Termination By Flont

Any violation of these Terms, including any of the prohibitions in Section 5(C), may result in suspension or termination of your access to the Services and/or removal of Your Content. Flont may also terminate your account if Flont determines that your conduct poses a risk or liability to Flont, or for any other reason as determined by Flont in its sole discretion.

C. Effects of Termination

In each of these cases, the Terms will terminate, including your license to use the Services, except that the following sections shall continue to apply: 2(A) (Collections), 2(B) (Rental Fee, Late Fees, Lost Return Packaging), 2(C), 3 (Returns), 5(A)-(D), 6(A), 6(C) (Acknowledgment), 6(D), 7(C), and 8-10, including the mandatory arbitration and class-action waiver provisions.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

A. Limited Warranties

The limited warranties set out in Section 2(B) for rentals apply only to you and may not be assigned, sold or transferred to any third party. No other warranties are granted by Flont in connection with the Services or Products. The limited warranties shall not apply to any matters arising from your violation of these Terms.

Your sole and exclusive remedy and Flont's sole and exclusive liability for a breach by Flont of the limited warranties set out in Section 2(B) shall be, at Flont's option, Flont's use of its commercially reasonable efforts to replace the non-conforming Product in a timely manner or a refund of your Rental Fee, as applicable (excluding insurance and delivery charges).

B. Disclaimer of Warranties

EXCEPT FOR THE LIMITED WARRANTIES SET OUT IN SECTION 2(B), THE SERVICES AND PRODUCTS, INCLUDING ALL TRIAL PROGRAMS, ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR

A PARTICULAR USE. SPECIFICALLY, BUT WITHOUT LIMITATION, FLONT DOES NOT

WARRANT THAT: (I) THE SERVICES, INCLUDING THE FLONT CONTENT, ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS WILL BE CORRECTED, (IV) THE SERVICES OR THE SERVER(S) THAT MAKES THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THE PRODUCTS WILL BE FIT FOR YOUR INTENDED PURPOSE OR OTHERWISE ACCORD WITH YOUR EXPECTATIONS. THIS DISCLAIMER DOES NOT APPLY TO NEW JERSEY RESIDENTS OR TRANSACTIONS OR WHERE OTHERWISE PROHIBITED BY LAW.

C. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL FLONT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SERVICES AND/OR THE PRODUCTS, EVEN IF FLONT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE AS SET FORTH UNDER SECTION 7(A) OR TO DISCONTINUE YOUR USE OF THE SERVICES AND TERMINATE THESE TERMS. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO NEW JERSEY RESIDENTS OR TRANSACTIONS OR WHERE OTHERWISE PROHIBITED BY LAW.

9. DISPUTE RESOLUTION, ARBITRATION AND CLASS ACTION WAIVER

This Section 9 includes an arbitration agreement and an agreement that all claims will be brought either in arbitration or in small claims court and, in either case, only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully.

A. Informal Process First

Both you and Flont agree that in the event of any dispute between us, you and Flont will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution.

B. Mandatory Arbitration of Disputes

All disputes between you and Flont will be resolved by BINDING ARBITRATION. YOU HEREBY AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by a neutral arbitrator, NOT a judge or jury. You agree that any dispute

arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement or concerning the performance or obligations of Flont or you, shall be resolved by mandatory and binding arbitration submitted to JAMS in accordance with its Commercial Arbitration Rules at the request of either Flont or you pursuant to the following conditions:

(a) Place of Arbitration Hearings. Unless you elect to conduct the arbitration by telephone or written submission, an in-person arbitration hearing will be conducted at a JAMS facility in your area or at a JAMS facility in New York City.

(b) Selection of Arbitrator shall be made pursuant to JAMS' Streamlined Arbitration Rules & Procedures or JAMS' Comprehensive Arbitration Rules & Procedures, depending on the amount of the claim as specified herein.

(c) Conduct of Arbitration. The arbitration shall be conducted by a single neutral arbitrator under JAMS' Streamlined Arbitration Rules & Procedures. For claims exceeding \$5,000.00, the arbitration shall be conducted under JAMS' Comprehensive Arbitration Rules & Procedures. Subject to the applicable JAMS procedure, the arbitrator shall allow reasonable discovery in the forms permitted by the Federal Rules of Civil Procedure, to the extent consistent with the purpose of the arbitration. The arbitrator(s) shall have no power or authority to amend or disregard any provision of this section or any other provision of these Terms of Service, except as necessary to comply with JAMS' Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitration hearing shall be commenced promptly and conducted expeditiously. If more than one day is necessary, the arbitration hearing shall be conducted on consecutive days unless otherwise agreed in writing by the parties.

(d) Findings and Conclusions. The arbitrator(s) shall, after reaching judgment and award, prepare and distribute to the parties written findings of fact and conclusions of law relevant to such judgment and award and containing an opinion setting forth the reasons for the giving or denial of any award. The award of the arbitrator(s) shall be final and binding on the parties, and judgment thereon may be entered in a court of competent jurisdiction.

(e) Costs and Fees. You will be subject to a \$250 filing fee to initiate an arbitration. To the extent permitted by JAMS procedures, each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration, with Flont remaining responsible for its share of costs, expenses and fees plus any costs, expenses and fees required of it under JAMS procedures.

(f) Litigation. The Federal Arbitration Act and federal arbitration law apply to this Agreement. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(g) Other. The Federal Arbitration Act and federal arbitration law apply to these Terms and Conditions. ^[L]_[SEP]

C. Class Action Waiver

The parties expressly waive any ability to maintain any class action in any forum. Any arbitration, claim or other proceedings by or between you and Flont shall be conducted on an individual basis and not in any class action, mass action, or on a consolidated or representative basis. You further agree that the arbitrator shall have no authority to award class-wide relief or to combine or aggregate similar claims or unrelated transactions. You acknowledge and agree that this agreement specifically prohibits you from commencing arbitration proceedings as a representative of others. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

10. MISCELLANEOUS

JURISDICTIONAL ISSUES. Flont Services are not available for use outside the United States. Contact Flont at concierge@flont.com to determine which products and services may be available to you.

EXPORT LAWS. The laws of the United States of America prohibit the export of certain software and data to particular persons, territories, and foreign states. You agree not to export the Services, including the Flont Content, or any part thereof, in any way, in violation of United States law.

GOVERNING LAW AND VENUE. These Terms are governed and interpreted pursuant to the laws of the State of New York, notwithstanding any principles of conflicts of law. Any disputes in connection with these Terms that, notwithstanding the mandatory arbitration provision we have agreed to above, results in court action, shall be resolved exclusively by a state or federal court located in New York County, New York, and you specifically consent to the personal jurisdiction of such courts and waive any claim of forum non conveniens.

AGREEMENT MODIFICATIONS. These Terms shall not be modified except by Flont in accordance with these Terms, or as otherwise agreed in writing by you and Flont. No employee, agent or other representative of Flont has any authority to bind Flont with respect to any statement, representation, warranty or other expression not specifically set forth in these Terms.

SEVERABILITY AND WAIVER. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions. The preceding sentence does not apply to New Jersey residents or transactions. The failure of a party to require performance of any provision will not affect such party's right to require performance at any time thereafter, nor shall a waiver of any breach or

default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ASSIGNMENT. You may not assign or transfer these Terms or any of your rights or obligations under these Terms. Flont may assign these Terms at any time without notice to you.

FORCE MAJEURE. Flont will not be liable for, or be considered to be in breach of these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond Flont's reasonable control.

CONTACT INFORMATION. Please send any questions or comments, or report violations of these Terms, to Flont at legalinfo@flont.com or Flont, Inc., Attn: Legal, 22 W 48th St., Suite 902, New York, NY 10036.

These terms and conditions are effective as of December 7, 2017.