

Terms of Service

The following terms and conditions constitute a legally binding contract (this "**Agreement**") between you ("**you**" or "**your**") and Out of the Box Fun, LLC, a Washington limited liability company that governs all use by you of the outoftheboxfun.com and goodlifemosaic.com websites and other sites managed by Out of the Box Fun, LLC (the "**Site**") and the services available on or at the Site, including subscription services (taken together with the use of the Site, the "**Services**"). We'll refer to Out of the Box Fun, LLC and all of its divisions collectively as "**Out of the Box Fun**", "**Good Life Mosaic**", "**we**", "**our**", "**us**", etc. We are a company for entities that want to outsource the development, printing, and shipping of photo mosaics and their related digital content. We white label our Services and print and ship or electronically send digital files of products ("**Products**") directly to you and your customers ("**Customers**").

The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein. We also have other policies and procedures including, without limitation, Return Policy and Privacy Policy. Those policies contain additional terms and conditions, which apply to the Services and are part of this Agreement. YOUR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THIS AGREEMENT. FURTHERMORE, BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THE SITE, YOU ACCEPT AND ARE BOUND BY THIS AGREEMENT AND THE SUBSCRIPTION TERMS OF SERVICE. If you do not agree to this Agreement, do not use the Site or any other Services.

If you use our Services, including Subscription Services (defined in Section 1) only for your personal use, you are considered a "**User**". If you use our Services to execute orders or deliver Products to third parties (including Customers), you are considered a "**Merchant**".

REGARDLESS OF WHETHER YOU ARE A USER OR MERCHANT, SECTION 17 OF THIS AGREEMENT REQUIRES THAT ALL DISPUTES (AS DEFINED BELOW) ARISING FROM OR RELATING TO THIS AGREEMENT BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY JURY TRIAL OR CLASS ACTIONS, EXCEPT AS OTHERWISE PROVIDED BY SECTION 17.

1. Access and Membership

- A. In order to enjoy all of Good Life Mosaic's benefits, you may register your account and become a member ("**Member**"). Membership requires that you register on the Site (including by truthfully filling out all required personal information). You may opt out of marketing and promotional activities, including emails. You may cancel your membership at any time by e-mailing us with your intent to cancel. To complete registration, you shall provide a first name, last name, business name, selected membership plan, phone number, and email address. The privilege of accessing our Services is only available through Good Life Mosaic's Subscription Services, which are unpaid and paid (the "**Subscription Services**"). You may never use another user's Good Life Mosaic account without permission from that account holder. You are solely responsible for the activity that occurs on your account and you must keep your account password secure. You must notify Good Life Mosaic immediately of any breach of security or unauthorized use of your account. Although Good Life Mosaic will not be liable for your and your Customer's losses caused by any unauthorized use of your account, you may be liable for the losses of Good Life Mosaic and others due to such unauthorized use. This Agreement is void where prohibited by law, and the right to access or use the Subscription Services is revoked in such jurisdictions.

Good Life Mosaic may change, suspend, or discontinue the Services, Products, fees, charges, or terms at any time, including the availability of any feature or content, but without affecting orders for which Good Life Mosaic has already confirmed. Good Life Mosaic may also impose limits on certain features and Services or restrict the User's access to parts or all of the Services without notice or liability. If you are an individual (rather than an organization or entity), then you certify to Good Life Mosaic that you are at least 18 years of age. If you are using the Services on behalf of an organization or entity, then you certify that you are legally authorized and permitted to bind such organization or entity to this Agreement and use the Services. Notwithstanding the aforementioned, you agree to take full responsibility for your selection and use of the Services. This Agreement is void where prohibited by law, and the right to access or use the Services is revoked in such jurisdictions.

You agree to take full responsibility for your selection and use of our Services.

- B. **Subscription Services.** Subscription Services are services, products, and marketing materials, in addition to other features, that we provide to the Users and Merchants in a form of subscription. You can find the features, software, and content included in the Pricing page on our website goodlifemosaic.com. We reserve the right to modify, terminate or otherwise amend our offered features, software, subscription plans and promotional offerings at any time.

Certain Subscription Services requires payment before you can access it ("**Paid Subscription**"). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the Subscription Service. We are not responsible for the products and services provided by such third parties.

You can choose between a monthly or yearly subscription to Subscription Services. When you purchase a Paid Subscription, you will have access to any Subscription Service item or content currently available within that subscription for the period you have chosen for your Paid Subscription. We may decide to periodically update the Subscription Services features, software and/or content made available in the Paid Subscription, and some Subscription Services features, software and/or content may either become unavailable or be made available for free when this happens. When you chose a Subscription Service that is unpaid, your access to any Subscription service or content may be terminated at any time.

- C. **Using the Subscription Services.** The Subscription Service and any feature, software or content that is made available through the Subscription Service are the property of Good Life Mosaic, Good Life Mosaic's licensors or third parties. We grant you limited, non-exclusive, non-transferable, and revocable permission to make use of the Subscription Service, and limited, non-exclusive, revocable permission to make personal use of the features, software, and content (collectively, "**Access**"). This Access shall remain in effect until and unless your Paid subscription terms ends and/or Access is terminated by you or Good Life Mosaic.

Upon termination of this Agreement any copyrights vested in the content created by Good Life Mosaic, such as the modified photos, photo mosaic, and other derivatives of such photos, shall remain with Good Life Mosaic, Good Life Mosaic's licensors, or third parties. When the Access has been terminated, all licenses and permissions granted hereunder shall automatically terminate and access to content created by Good Life Mosaic that is provided by URL (such as the photo mosaic slide shows) shall cease. It is your responsibility to ensure that such

unauthorized use of the Content will not happen. Good Life Mosaic also reserves the right at our sole discretion to (a) request you to immediately remove any such misused Content, (b) limit, suspend or terminate your account, (c) take technical and legal steps to keep you off the Site; and (d) charge you for any damages and losses arising out of such unauthorized use.

You also agree (a) not to violate any laws in connection with your use of the Subscription Services; and (b) copy, sell, lease, or otherwise provide access to Subscription Services to any third party.

- D. **Paid Subscription Term and Payments.** Your Access and Paid Subscription begins as soon as your initial payment for Subscription Services is processed. We may, at our sole discretion, offer you a free trial period of 14 days to try out and have full Access to the Subscription Services, after which a recurring payment will start, according to the chosen Subscription Services preferences (either a monthly or a yearly charge). The free trial period can be activated only once for each account.

Your Paid Subscription will automatically renew each month or year depending on the term you have chosen without notice until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month or year until you cancel. We will automatically charge you the then-current rate for your Paid Subscription, plus applicable taxes (such as but not limited to sales taxes, VAT or GST if the Paid Subscription fee does not include it), every month or year upon renewal until you cancel.

We may change the Paid Subscription's rate each monthly or yearly renewal term, and we will notify you of any rate change with the option to cancel. Subject to applicable law, you accept the new price by continuing to use the Subscription Services after the price change takes effect. If during the term of your Paid Subscription the applicable sales tax, VAT, GST rate or any other tax or duty changes, we will adjust the tax-inclusive price for the Paid Subscription accordingly on your next billing date.

You may cancel your Paid Subscription at any time; however, there are no refunds for cancellation, and you understand and agree that you shall receive no refund or exchange for any unused time of Subscription Services according to the chosen preferences (either a monthly or a yearly Paid Subscription).

- E. **Upgrade and Downgrade.** Changes in Subscription Services are governed by our Change Policy.
- F. **Cancellation of Subscription Service.** When downgrading or cancelling a Subscription Service, our Cancellation Policy shall apply.
- G. **Access to Photo Mosaic Slideshow.** Access to photo mosaic slideshow products are directly related to your Subscription Service. Violation of our Photo Mosaic Slideshow Policy may result in the loss of access to such Service or termination of Subscription Service without a refund.

2. Modifications

Without affecting orders for which Good Life Mosaic has already confirmed, Good Life Mosaic reserves the right, at its sole discretion, to modify this Agreement and its terms, as well as the fees and other

charges for our Services, at any time. All such modifications will become effective immediately after we post them on the Site or electronically notify you of such changes by e-mail or through your member portal. You shall be responsible for reviewing and becoming familiar with all such modifications, and you agree to review the terms of this Agreement each time you access or use the Site so that you are aware of any modifications made to this Agreement. Use of the Site and other Services by you after we post the modifications on the Site constitutes your acceptance of the terms and conditions of this Agreement, as modified. If you do not agree to the modified terms, you are not authorized to access or use the Site or other Services, and you must send us a written notification, including via email (and your Good Life Mosaic account will be deleted), to close your account within 30 days of notice.

3. Content

All content (including all information, images, pictures, data, text, photographs, graphics, messages, and other materials, hereinafter "**Content**") that you post, submit, upload, display, sell or use, hereinafter "post", using our Services is your content. We don't make any claim(s) to it. That includes anything you post using our Services (like your Content, images, business name, your customer reviews, comments, videos, usernames, etc.).

- A. Responsibility for the Content. You understand that you are solely responsible for the Content that you post on or through the Services. You represent that you have all necessary rights to the Content, including all necessary rights to post it or use it on your Products sold, printed, or shipped by Good Life Mosaic. You also represent that you are not infringing or violating any third party's rights by posting the Content or using the Content on your Products sold, printed, or shipped by us.
- B. Permission to Use the Content. Good Life Mosaic agrees that any Content that you post using our Services will remain yours. This means that we will never use your Content except with your express permission or as otherwise provided in this Agreement.
- C. Rights You Grant Good Life Mosaic. By posting your Content, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of your Content to provide the Services and to promote Good Life Mosaic and/or your business, or the Services in general, in any formats and through any channels, including across any of our Services, third-party website, advertising medium and/or social media. You agree and represent that you have the rights to grant this license to us. (For instance, we may use images on your marketing materials that we produce.)
- D. Reporting Unauthorized Content. We respect intellectual property rights and follows intellectual property laws. We are committed to following appropriate legal procedures to remove infringing content from the Service(s).
- E. Intellectual Property. We respect your work and empower you to express your voice and ideas. We ask that you respect the work and creative rights of others. You need to either own the Content you post to Good Life Mosaic or have the express authority to post it. Content must comply with right of publicity, trademark and copyright laws, and all other applicable state and federal laws.

- F. Trademarks and Infringement of Intellectual Property. We are committed to following appropriate legal procedures to remove infringing content from the Services. Good Life Mosaic will try to accommodate and not interfere with standard technical measures used by copyright owners to identify and protect their works. Good Life Mosaic reserves the right to do any or all of the following at any time at our sole discretion: (i) immediately suspend your use of the Services; and/or (ii) remove, block, and disable access to any of your Content that is alleged to infringe the intellectual property rights of others. When we receive proper notice of intellectual property infringement (via email info@goodlifemosaic.com or otherwise), Good Life Mosaic strives to respond quickly by removing, blocking, or disabling access to the allegedly infringing material. When Good Life Mosaic removes, blocks, or disables access in response to such a notice, Good Life Mosaic makes a reasonable attempt to contact the allegedly infringing party, provide information about the notice and removal, and, in cases of alleged copyright infringement, provide information about counter notification.
- G. Repeat Infringement: Good Life Mosaic may terminate account privileges of Members that are subject to repeat notices of intellectual property infringement as determined by Good Life Mosaic, in its sole discretion.
- H. Copyright and Trademark Responsibility. You agree and represent by accepting this Agreement and using our Services that you own all rights (including copyrights) for the Content you post, or if you are not the owner, that you have express authority and written permission to use and reproduce the Content in connection with the Services, and that you have all of the rights required to post your Content. Likewise, by accepting this Agreement and using our Services, you agree and represent that you own all trademarks, service marks, trade dress, and trade names incorporated into the Content you post, or if you are not the owner, that you have express authority and written permission to use, post, and reproduce such marks, trade dress, and trade names in connection with any Content and the Services provided under this Agreement.
- I. Inappropriate, False, or Misleading Content. You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, illegal, or otherwise offensive or in violation of any part of this Agreement. You also agree not to post any Content that is false or misleading or uses the Services in a manner that is fraudulent or deceptive. You understand that if your Customer posts such content, we will remove that content and send you an electronic notice of such removal.

4. Use of Services

We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services, platforms, and integrations subject to this Agreement and the following restrictions in particular:

- A. Don't Use Our Services to Break the Law. You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you or Good Life Mosaic. For example, it's your responsibility to obtain any permits or licenses that your organization may require; you must not engage in fraud, theft, anti-competitive conduct, threatening conduct, or any other unlawful acts or crimes against Good Life Mosaic, another Good Life Mosaic user, or a third party. You

agree not to use the Services: (i) to impersonate or attempt to impersonate Good Life Mosaic, any other Good Life Mosaic Party (as defined below), or any other person or entity; or (ii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise. The following are collectively referred to as the **“Good Life Mosaic Parties”**: (a) Out of the Box Fun and related divisions and brands, (b) the owners, officers, and employees of Out of the Box Fun and its subsidiaries, affiliated companies, and joint ventures.

- B. **Don't Try to Harm Our Systems.** You agree not to interfere with or try to disrupt our Services, for example by distributing a virus or other harmful computer code into our platforms, third party services, or other programs or systems our clients may use to promote their Products. You agree not to use the Services: (i) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with this Agreement; or (ii) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm any Good Life Mosaic Party or expose any of them to liability. You agree that Good Life Mosaic reserves the right to audit our platforms (systems) to ensure integrity and compliance with this Agreement, at the sole discretion of Good Life Mosaic.
- C. **Follow Brand Guidelines.** The name “Good Life Mosaic”, our iconography, phrases, logos, and designs that we use in connection with the Products or Services we provide are our trademarks, service marks, or trade dress in the US and all other countries, that are used for proprietary purposes at our sole discretion. Except as expressly provided in this Agreement, Good Life Mosaic does not grant you any rights to use its trademarks, service marks, or trade dress. You may state in connection with the Services or Products provided by us that we provided such Services or Products. If you use any of our trademarks in reference to our Products or Services, you must include a statement attributing that trademark to us. You must not use any of our trademarks: (i) in or as the whole or part of your own trademarks; (ii) in connection with activities, Products or Services which are not ours; (iii) in a manner which may be confusing, misleading or deceptive; or (iv) in a manner that disparages us or our information, Products or Services (including the Site). We reserve the right to request you to immediately remove any such misused iconography, phrases, logos, and designs at our sole discretion.
- D. **Share Your Ideas.** We love your suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to us (not including your Content or Products you sell through our Services) are considered non-confidential and nonproprietary to you. By submitting those ideas and materials to us, you grant us a non-exclusive, worldwide, royalty-free, non-revocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you at any time.
- E. **Communication Methods.** We will provide you with certain legal information in writing. By using our Services, you're agreeing to our communication methods which describe how we provide that information to you. This simply means that we reserve the right to send you information electronically (by email, etc.) instead of mailing you paper copies (it's better for the environment). Under California Civil Code Section 1789.3, Users from the State of California are entitled to the following specific consumer rights notice:

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at:

Out of the Box Fun, LLC
22525 SE 64th Pl Suite 2029
Issaquah, WA 98027
info@goodlifemosaic.com

- F. Digital Items. Digital items (like mockups, templates, images, proofs and other design assets) and texts created in connection with the Products and/or Services we offer and their intellectual property rights belong exclusively to us. Digital items and any results may only be used in connection with the advertising, promoting, offering, and sale of our Products and may not be used for other purposes or in conjunction with products from other manufacturers.

5. Content and Services

- A. Items Your Clients Purchase Through Our Sites. You understand that we cannot and do not make any warranties about your Content, business, or what you sell to your Customer that we may develop, print, or ship. Any legal claim related to a Product your Customers purchase must be brought directly against you as the seller of the Product. You release us from any claims related to Products sold by you through our Services, including claims for misrepresentations by you to your Customers.
- B. Content You Access. Your Customers may come across materials that they find offensive or inappropriate while using our Services. We make no representations concerning any content posted by others through the Services. We are not responsible for the accuracy, copyright compliance, legality, or decency of content posted by others that you accessed through the Services. You release us from all liability relating to that content.
- C. Third-Party Services. Our Site(s) may contain links to third-party websites or services that we don't own or control. You may also need to use a product or service of one of our subcontractors or other third parties in order to use some of our Services (like the customer portal). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. We are not a party to those agreements; they are solely between you and the third party. You agree that we will not be liable to you in any way for your use of these third-party services.
- D. Services. Good Life Mosaic is dedicated to making our Services the best they can be, but we're not perfect and sometimes things can go wrong. You understand that our Services are provided "as is," with all faults and without any kind of warranty (express or implied), except for the warranties provided with respect to Products in Section 6 below. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE EXPRESSLY DISCLAIMING ANY AND ALL WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES OR CONDITIONS IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, WITH RESPECT TO OUR SERVICES, EXCEPT FOR THE WARRANTIES OR CONDITIONS PROVIDED WITH RESPECT TO PRODUCTS IN

SECTION 6 BELOW. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. We do not guarantee that:

1. the Services will be secure or available at any particular time or location – Good Life Mosaic shall not be liable for any delays, interruptions, or loss of data in connection with the use of our Site and Services. We shall strive to ensure that the Services are carried out in other locations in case it is not possible to carry them out at the location the Services were initially intended to be performed at.
 2. any errors for which Good Life Mosaic is responsible will be corrected;
 3. the Services will always be free of viruses or other harmful materials; or
 4. the results of using the Services will meet your expectations.
You use the Services solely at your own risk.
- E. LIABILITY LIMITS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY OTHER GOOD LIFE MOSAIC PARTY SHALL BE LIABLE TO YOU OR YOUR CUSTOMERS FOR ANY LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF (I) WHETHER ANY OF THE FOREGOING DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF INCURRING ANY OF THE FOREGOING DAMAGES, (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (IV) ANY SPECIFIC CIRCUMSTANCES OF YOU AND/OR YOUR CUSTOMER. THE LIABILITY OF THE GOOD LIFE PARTIES WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE SERVICE THAT YOU HAVE PURCHASED OR USED THROUGH THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

6. Limited Warranty on Products

- A. Limited Warranty. We warrant that, at the time of delivery of a Product to a User or the Merchant's Customer, the Product will not be free from material defects in workmanship and materials under normal use and service (the "**Limited Warranty**"). There is NO WARRANTY in cases of negligence, abuse, abnormal usage, misuse, accidents and alterations of the Products, failure to follow our instructions or improper storage. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as a warranty of those product characteristics or otherwise.
- B. Who May Use This Warranty? We extend the Limited Warranty only to Users and Merchants. All Limited Warranty coverage terminates if the User or the Merchant's Customer sells or otherwise transfers a Product.
- C. What Does This Warranty Not Cover? This Limited Warranty does not cover any damage to or defect in a Product caused by any of the following: (a) you or third parties; (b) any improper handling (including during shipping), use or storage of the Product; (c) any failure to follow any Product instructions; (d) damage to your product not related to shipping (such as dropping the print) (e) any modifications to the Product; (f) any unauthorized repair to the Product; or (g) any

external causes such as accidents, fire, flood, “acts of God” or other actions or events beyond our reasonable control; or (h) any costs or expenses related to the loss of use of the Product or any other costs or expenses not covered by this Limited Warranty. This Limited Warranty does not cover any size exchanges or buyer’s remorse.

D. Finally, as noted elsewhere in this Agreement, we unfortunately cannot guarantee that the colors and details in our website images are 100% accurate representations of a Product, and sizes might in some cases be approximate. Accordingly, this Limited Warranty does not cover such matters.

1. **What Is The Period Of Coverage?** This limited warranty starts on the date of the delivery of the Product to the User or the Merchant’s Customer and lasts for thirty (30) days (the “**Warranty Period**”). For the avoidance of doubt, we acknowledge that according to some jurisdictions the User may be entitled to a longer Warranty Period.

2. **What Are Your Remedies Under This Warranty?** With respect to any materially defective or damaged Product, we will, in our sole discretion, either: (a) replace such Product (or the defective or damaged part of the Product) free of charge, or (b) refund the purchase price paid to us by the User or the Merchant along with the shipping fees corresponding to the defective or damaged Products.

3. **How Do You Obtain Warranty Service?** Promptly following delivery of a Product, you or your Customer (if you are a Merchant) will inspect the Product. If a Product is materially defective (including any error by us in printing) or damaged upon receipt, or if you received the wrong Product, then in order to be eligible for service under this Limited Warranty, you must submit a claim within the Warranty Period in compliance with our Return Policy. If you are a Merchant, your Customer should contact you regarding any defective or damaged Product and with respect to any delivery of the wrong Product.

4. **LIMITATION OF LIABILITY.** THE REMEDIES DESCRIBED IN THIS SECTION 6 ARE YOUR SOLE AND EXCLUSIVE REMEDIES (AND OUR ENTIRE LIABILITY) FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY FOR A DEFECTIVE OR DAMAGED PRODUCT SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT RECEIVED BY US FOR THE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES, TO THE FULLEST EXTENT PERMITTED BY LAW, BE LIABLE FOR ANY LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES OR LOSSES ARISING OUT OF OUR PRODUCTS, REGARDLESS OF (I) WHETHER ANY OF THE FOREGOING DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF INCURRING ANY OF THE FOREGOING DAMAGES, (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (IV) ANY SPECIFIC CIRCUMSTANCES OF YOU AND/OR YOUR CUSTOMER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO OUR PRODUCTS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF

THE WARRANTY PERIOD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. Responsibility of Site Members and Visitors

Violation of this Agreement or any other rules will result in the termination of your Good Life Mosaic account.

Good Life Mosaic and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Services. Without limiting the foregoing, Good Life Mosaic and its designees shall have the right to remove, block, and disable any Content. You agree that you must evaluate and to the extent permitted by law bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Good Life Mosaic or submitted to Good Life Mosaic, including without limitation information in Good Life Mosaic collaborations, posts, and in all other parts of the Good Life Mosaic Services.

Without limiting other remedies, we may limit, suspend, or terminate our Services and your account or your customer's account, prohibit access to our Site, delay, remove, block, or disable hosted Content, and take technical and legal steps to keep you off the Site if we think that you are creating problems, causing possible legal liabilities, breaching this Agreement, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for extended periods of time. You are responsible for providing us with accurate and truthful information (including but not limited to your full name if you are a User or retail price if you are a Merchant). If you have provided us with inaccurate or false information, (a) you shall be liable to us for damages and losses (including but not limited to taxes) arising out of such inaccurate or false information, (b) you shall reimburse such damages and losses (including but not limited to taxes) to us, and (c) we shall have the right to charge you for such damages and losses (including but not limited to taxes) and otherwise limit or suspend your access to the Services.

8. Payments and Fees

You may choose to save your billing information to use it for all future orders and charges associated with our Products and/or Services. In such case, you also acknowledge and agree that this information will be stored and processed by third party PCI DSS compliant service providers.

When you order a Product, or use a Service that has a fee, you will be charged, and you agree to pay, the fees in effect at the time the order is placed. We may change our fees from time to time (for example, when we have holiday sales, offer you a discount of base product prices, etc.). We may choose to temporarily change the fees for our Services for promotional events or new Services, and such changes are effective when we post the temporary promotional event or new Service on the Site or inform you individually. The sale will be submitted for processing and you will be charged as soon as you confirm it. You may then receive an email from us.

By placing an order through the Site, you are confirming that you are legally entitled to use the means of payment tendered and, in the case of card payments, that you are either the cardholder or have the

cardholder's express permission to utilize the card to effect payment. In case of an unauthorized use of a payment method, you will be personally liable for, and shall reimburse us for damages resulting from such unauthorized use.

With regard to payment methods, you represent to us that (i) the billing information you supply to us is true, correct, and complete and (ii) to the best of your knowledge, charges incurred by you will be honored by your financial institution (including but not limited to credit card company) or payment service provider.

If you or your Customer makes any return which does not comply with our return policies (which are described here), you will reimburse Good Life Mosaic for its losses, which consist of fulfillment costs and chargeback handling fees (up to \$15 USD per chargeback).

We may refuse to process a transaction for any reason or refuse to provide Services to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of refusing or suspending any transaction after processing has begun.

You are responsible for paying all fees, payments and applicable taxes associated with our Site and Services. After receiving your order, you may receive an email from us with the details and description of the Products ordered. Payment of the total price plus taxes and delivery must be made in full before the printing and shipping or electronic delivery of your Products.

Good Life Mosaic, at its sole discretion, may offer you various discounts, as well as change, suspend or discontinue them at any time. You may find more information about the available discounts at the Site, in the marketing and promotional emails or via other channels or events Good Life Mosaic may use or participate in.

9. Taxes

In some states in the US, Good Life Mosaic may collect the applicable taxes from you as the seller and pay this to the relevant tax authority (if and as applicable).

Aside from the limited circumstances set out below, you are responsible for (and shall charge) all applicable taxes, such as but not limited to sales taxes, VAT, GST and others, and duties associated with the Products (if and as applicable).

In certain cases, you are required to provide a valid exemption certificate such as a resale certificate, or sales tax exemption certificate.

10. Shipping

Once you have confirmed your order, it might not be possible to edit or cancel it. If you want to change some parameters, Customer addresses, etc., please check whether such an option is available in your account. We are not bound to make such modifications to your order, but we will do our best on a case-by-case basis.

The risk of loss of, damage to, and title for Products pass to you upon our delivery to the carrier. It shall be your (if you are a User) or your Customer's (if you are a Merchant) responsibility to file any claim with a carrier for a lost shipment if carrier tracking indicates that the Product was delivered. In such case we will not make any refunds and will not resend the Product; however, you or your Customer are free to re-order the product. In the event we file a claim with the carrier for a lost shipment, in accordance with our Return Policy, we will replace and ship the product.

If carrier tracking indicates that a Product was lost in transit, you or your Customer may make a written claim for replacement of (or credit to the Member's account for) the lost Product. For Products lost in transit, all claims must be submitted no later than 30 days after the estimated delivery date. All such claims are subject to our investigation and sole discretion.

11. Description of Products

We always try to represent each photo mosaic as accurately as possible via proof.

We have a policy of continuous Product development so we can provide you with what we consider the best design, and, thus, reserve the right to amend the specifications of Products, their price, packaging, and any Service associated at any time, without prior notice. Before ordering, we invite you to have a close look at the Product description and design.

We use our best efforts to provide you with the best images and descriptions, but unfortunately cannot guarantee that colors and details in website images are 100% accurate representations of the product.

Sometimes during the manufacturing process Products can be damaged. Obviously, we won't knowingly ship damaged items to you (your Customers).

12. Purchase of Products

Your order is purchase of a Product for which you have paid the applicable fee and/or other charges that we have accepted and received. Any Products in the same order which we have not accepted do not form part of that contract. We may choose not to accept any orders in our sole discretion.

Orders are placed and received exclusively via the Site. Before ordering from us, it is your responsibility to check and determine full ability to receive the Products. Correct name of the recipient, delivery address and postal code/zip code, up-to-date telephone number, and email address are absolutely necessary to ensure successful delivery of Products.

All information asked on the order page must be filled in precisely and accurately. Good Life Mosaic will not be responsible for missed delivery because of a wrong or misspelled recipient name or surname, delivery address or an inappropriate phone number. Should you like to ask for a change in the delivery address, phone number, or any other special requirements, please contact us.

13. Delivery

We deliver to most places in the world. Our Product prices include standard shipping within the Continental USA. Shipping outside of the Continental USA shall incur an additional shipping cost.

Some Products are packaged and shipped separately. We cannot guarantee delivery dates and to the extent permitted by law accept no responsibility, apart from advising you of any known delay, for Products that are delivered after the estimated delivery date. Average time for delivery may be provided. It is only an average estimation, and some delivery can take longer, or alternatively be delivered much faster. All delivery estimates given at the time of placing and confirming order can be subject to change. In any case, we will do our best to contact you and advise you of all changes. We try our best to make Product delivery as simple as possible.

Ownership of the Products will only pass to you/Customer after we receive full payment of all sums due in respect of the Products, including delivery charges and taxes, and deliver the Products to the carrier.

14. Release

To the fullest extent permitted by law you release us and all other Good Life Mosaic Parties from any and all claims and demands, as well as any and all damages, losses, liabilities, judgments, costs, reasonable attorneys' fees, and other expenses incurred or suffered by any Good Life Mosaic Party, of every kind and nature, known and unknown, relating to or arising out of any right, claim, or matter (a) which is disclaimed by Good Life Mosaic (or for which Good Life Mosaic provides no guarantees) under this Agreement, or (b) for which Good Life Mosaic is otherwise indemnified or released by you under this Agreement.

15. Indemnity

To the fullest extent permitted by law you will defend, indemnify, and hold Good Life Mosaic and the other Good Life Mosaic Parties harmless from any claim or demand made by any third party (including, but not limited to, your Customer), as well as any and all damages, losses, liabilities, judgments, costs, reasonable attorneys' fees, and other expenses of every kind and nature, known and unknown, incurred or suffered by the Good Life Mosaic Parties, relating to or arising out of (a) your breach of this Agreement, (b) your use (or misuse) of our Services, (c) your Content, (d) the infringement by your Content or your account of someone else's intellectual property or other rights, (d) your violation of any law or the rights of a third party, or (e) if you are a Merchant, any claims related to products or items sold by you through our Services, including claims for misrepresentations by you to your Customer in which case you agree to cooperate with us so we can execute our strategy.

16. Governing Law

This Agreement, and all disputes and claims arising out of or in connection with this Agreement or its subject matter or formation including non-contractual disputes and claims, are governed by the laws of the State of Washington, without regard to its conflict of laws rules.

17. Arbitration and Jury Trial Waiver

"Disputes" means all disputes and claims arising out of or in connection with this Agreement or its subject matter or formation including non-contractual disputes and claims. All Disputes shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the **"AAA"**) under its Commercial Arbitration Rules (**"Commercial Rules"**) in effect at that time. The Rules are deemed to be incorporated by reference into this Agreement. As of the date of this Agreement you can find them here or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act applies to this Agreement. The arbitration shall be administered by the AAA and

shall be conducted by a sole arbitrator selected in accordance with the Commercial Rules unless otherwise mutually agreed by the parties. Unless Good Life Mosaic and you agree otherwise, any arbitration hearings will take place in Seattle, Washington. Judgment on any arbitration award may be entered and enforced by any court that has jurisdiction to do so. Any arbitration will take place on an individual basis and neither the arbitrator nor AAA are empowered to conduct a class arbitration, class action or to resolve claims of more than a single claimant in anything other than a single proceeding, unless both parties consent. You and Good Life Mosaic acknowledge that AAA may conclude that the Consumer Arbitration Rules or the Rules for the International Centre for Dispute Resolution may be more appropriate in certain cases. You and Good Life Mosaic agree to abide by the decision of the AAA as to the applicable rules in cases where a party may assert that the Commercial Rules are not appropriate.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND GOOD LIFE MOSAIC KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND ABSOLUTELY WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL DISPUTES (AS DEFINED ABOVE). THIS JURY TRIAL WAIVER IS INTENTIONALLY MADE AS YOU AND GOOD LIFE MOSAIC WOULD PREFER TO RESOLVE ALL DISPUTES (AS DEFINED ABOVE) AS PROVIDED BY THIS SECTION 17. THIS JURY TRIAL WAIVER IS A MATERIAL INDUCEMENT TO ENTERING INTO THIS AGREEMENT. FURTHERMORE, YOU AND GOOD LIFE MOSAIC KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND ABSOLUTELY WAIVE ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION OR OTHER FORM OF JOINT DISPUTE RESOLUTION WITH OTHER PARTIES.

Notwithstanding the foregoing, you may instead assert your claim in any Dispute in “small claims” court if you provide us with written notice of your intention to do so before any claim is submitted to arbitration and provided that (a) your claim qualifies, (b) your claim remains in such court, and (c) your claim remains on an individual, non-representative, and non-class basis.

Also, notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator.

You and Good Life Mosaic shall each bear 50% of all fees and expenses of the AAA and the arbitrator except as otherwise provided by the Commercial Rules (or, if applicable, the Consumer Arbitration Rules or the Rules for the International Centre for Dispute Resolution). The arbitrator may award such fees and expenses of the AAA and the arbitrator as well as other expenses and reasonable attorneys’ fees to a prevailing party consistent with the provisions of the Commercial Rules (or, if applicable, the Consumer Arbitration Rules or the Rules for the International Centre for Dispute Resolution).

18. Privacy and Personal Data

Good Life Mosaic collects your personal data to provide our Services. We are committed to protecting your personal data and privacy and our Privacy Policy details and explains how we are processing Site visitor and User personal information. By accepting this Agreement, you are also accepting and acknowledging our Privacy Policy.

19. General

No agency, partnership, joint venture, employee-employer, franchisor-franchisee relationship, etc. is intended or created by this Agreement.

Good Life Mosaic will not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in our performance under this Agreement when such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, such as any fire; flood; earthquake; governmental action; war, invasion or hostilities; national emergency; explosion; terrorist threat or act; riot or other civil unrest; insurrection; epidemic; lockout, strike or other labor dispute (whether or not relating to our workforce); inability or delay in obtaining supplies; telecommunication breakdown; or power outage.

You represent that you have all necessary permits to grant us with Customer's personal data to fulfill this Agreement.

To ensure full customer support and a higher quality of service, Good Life Mosaic has access to all customers/users accounts according to Good Life Mosaic's Privacy Policy.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

Good Life Mosaic at its own discretion reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time, including the right to engage third party manufacturing services to perform any Services. If you are a User in the European Economic Area and such transfer or assignment may reduce your guarantees under this Agreement, then Good Life Mosaic will ask for your permission beforehand.

If you have any questions about this Agreement, please email us at info@goodlifemosaic.com.

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