

[Note: Strawberry17 should put a link to these Terms: (1) at the bottom of each page of its website; (2) when creating a user account, as a link with a checkbox indicating that the user accepts the Terms; and (3) on the "About" pages of its social media accounts.

STRAWBURRY17 INC.

TERMS AND CONDITIONS

Please read the following Terms and Conditions (these "Terms") carefully before using the Strawberry17 Inc. ("us", "our", "we" or "Strawberry17") website, purchasing our products, participating in any online features, using or posting to our blog, or otherwise engaging the services and/or programs offered by Strawberry17 (collectively, the "Web Properties"). These Terms are in effect for all of the Web Properties.

These Terms are not applicable to any other web page operated and/or owned by any entity other than Strawberry17, including, but not limited to, any website, mobile application, blog, forum, or other material operated by any third party identified on the Web Properties. When visiting these third party websites or using these third party services, you should refer to the terms and conditions in effect for the applicable owner.

PLEASE READ THESE TERMS CAREFULLY AS THEY INCLUDE IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESSING OR USING THE WEB PROPERTIES, YOU ARE ENTERING INTO A LEGAL CONTRACT WITH STRAWBURRY17 REGARDING YOUR USE OF THE WEB PROPERTIES. BY ACCESSING OR USING THE WEB PROPERTIES, YOU AGREE TO BE BOUND BY THE TERMS AND ALL ADDITIONAL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ANY PORTION OF THESE TERMS, YOU SHOULD NOT ACCESS OR OTHERWISE USE THE WEB PROPERTIES.

1. **CONVENIENCE AND INFORMATION ONLY.** The Web Properties are provided to you as a convenience and for your information only. By merely providing access to the Web Properties, Strawberry17 does not warrant or represent that: (a) any materials, documents, images, graphics, logos, designs, audio, video and any other information provided from or on the Web Properties (collectively, the "Content") is accurate or complete; (b) the Content is up-to-date or current; (c) Strawberry17 has any obligation to update any Content; (d) the Content is free from technical inaccuracies or programming or typographical errors; (e) the Content is free from changes caused by a third party; (f) your access to the Web Properties will be free from interruptions, errors, computer viruses or other harmful components; (g) any information obtained in response to questions asked through the Web Properties is accurate or complete; and/or (h) the Content is non-infringing of any third party's intellectual property rights.

2. **WEB PROPERTIES USE AND CONTENT.** You may view, download, copy or print a single copy of any page from the Web Properties for personal, non-commercial purposes if you do not remove, modify, or alter any copyright or proprietary rights notices that may be present. You may not otherwise use, modify, copy, print, display, distribute, publish, or sell any information from the Web Properties without our express, prior written consent. **YOU MAY**

NOT USE ANY WEB PROPERTY FOR ANY COMMERCIAL USE. Any special rules for the software, audio files, downloads, and other items accessible through the Web Properties may be included elsewhere in the Web Properties and are incorporated into these Terms by reference.

3. **UPDATES.** We may make changes to or stop providing the Web Properties, the Content, and/or the User Content described in these Terms at any time and without further notice to you. We will make an effort to update this web page with any changes to these Terms, and you are encouraged to review these Terms frequently (the date of the most recent revision to these Terms appears at the end of these Terms).

4. **PRIVACY.** We know that privacy is very important to you, and it is very important to us as well. By providing us with your email address or other contact information, you consent to receiving electronic communications from us. We will communicate with you by email or by posting notices on our Web Properties. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Personal data that you provide regarding yourself will be handled in accordance with our Privacy Notice located at www.strawburry17.com/privacy-policy.

5. **OBJECTIONABLE MATERIAL.** You acknowledge that in using the Web Properties and accessing the Content and/or the User Content, you may encounter material that you deem to be disturbing, offensive or objectionable. You agree to use the Web Properties at your sole risk, and we will have no liability to you for material that may be disturbing, objectionable or offensive to you.

6. **USER ACCOUNT, PASSWORD AND SECURITY.** To the extent that you create a user account to access and use any Web Property ("User Account"), the following will apply:

(a) **USER ACCOUNT.** To access certain types of features, the Content, and the User Content available through the Web Properties and/or to purchase Strawberry17 products or services, we may require the use of a username and password after setting up a User Account. You must be eighteen (18) years of age to create a User Account and use the Web Properties. We use reasonable precautions to protect the privacy of your username, password, and User Account information. You, however, are ultimately responsible for protecting your username, password, and User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You agree to: (i) immediately notify Strawberry17 of any unauthorized use of your username, password, or User Account, or any other breach of security; (ii) ensure that you exit from your User Account at the end of each session; and (iii) use a security passcode to secure your device where your User Account information is stored. While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions are free from delay, interruption, interception, or error.

(b) **ACCURATE INFORMATION.** In creating and using your User Account, you agree to: (i) provide true, accurate, current, and complete information about yourself on any registration form required for the Web Properties (such information being the "Registration Data"); (ii)

maintain and promptly update the Registration Data to keep it true, accurate, current, and complete; and (iii) maintain and promptly update payment information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, then we have the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account, including cancellation of any pending order.

(c) **NON-TRANSFERABILITY OF USER ACCOUNT.** User Accounts and usernames are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Web Properties with his or her username and password.

7. **USER CONTENT.** The Web Properties may now or in the future permit the submission of various types of content submitted by you and other users, such as materials, statements, reviews, ratings, opinions, personal accounts, documents, images, graphics, logos, designs, videos, text files, audio files, and comments (collectively, "User Content") and the hosting, sharing, downloading, publishing and/or republishing of such User Content. WE DO NOT GUARANTEE ANY CONFIDENTIALITY WITH RESPECT TO ANY USER CONTENT. TO PROTECT YOUR PRIVACY AND THE PRIVACY OF OTHERS, YOU AGREE THAT YOU WILL NOT PROVIDE ANY USER CONTENT THAT CONTAINS PERSONALLY IDENTIFIABLE INFORMATION (SUCH AS NAME, PHONE NUMBER, EMAIL OR MAILING ADDRESS, SOCIAL SECURITY NUMBER, BANK ACCOUNT NUMBERS, ETC.) BELONGING TO YOU OR ANYONE ELSE. UPLOADING IMAGES OR VIDEO OF OTHER PEOPLE WITHOUT THEIR PERMISSION IS STRICTLY PROHIBITED.

You will be solely responsible for your User Content, and the consequences of posting or publishing it. We do not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Content. You acknowledge that Strawburry17 reserves the right to pre-screen User Content and we have the right (but not the obligation) in our sole discretion to refuse, move, and/or remove User Content that is available on our through the Web Properties.

8. **NOT INTENDED FOR CHILDREN.** We do not collect personally identifiable information from any person that we know to be under the age of thirteen (13). Specifically, the Web Properties are not intended or designed to attract children under the age of thirteen (13). You affirm that you are more than eighteen (18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of thirteen (13), as **THE WEB PROPERTIES ARE NOT INTENDED FOR CHILDREN UNDER THE AGE OF THIRTEEN (13).**

9. **DISCLAIMERS.**

(a) **NO WARRANTIES FOR WEB PROPERTIES.** When using the Web Properties, information will be transmitted in such a way that may be beyond our control. As such, we make no warranty concerning the delay, failure, interruption, or corruption of any data, the Content, the

User Content, or other information transmitted in connection with the use of the Web Properties. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEB PROPERTIES IS AT YOUR SOLE RISK. THE WEB PROPERTIES, THE CONTENT AND THE USER CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE WEB PROPERTIES, THE CONTENT, AND THE USER CONTENT, OR ANY SERVICES OFFERED IN CONNECTION WITH THE WEB PROPERTIES, ARE OR WILL REMAIN UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEB PAGES ON OR THROUGH THE WEB PROPERTIES, OR THE SERVERS USED IN CONNECTION WITH THE WEB PROPERTIES, ARE OR WILL REMAIN FREE FROM ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEB PROPERTIES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT WE WILL HAVE ADEQUATE CAPACITY FOR THE WEB PROPERTIES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING GOVERNMENT COMPLIANCE OF ANY SOFTWARE USED IN RUNNING THE WEB PROPERTIES.

(b) **INDEMNIFICATION.** You agree to defend, indemnify, and hold harmless Strawburry17 and our directors, officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) assessed or incurred by us, directly or indirectly, with respect to or arising out of: (i) your failure to comply with these Terms; (ii) your breach of your obligations under these Terms; (iii) your use of the rights granted hereunder, including, but not limited to, any claims made by any third parties; and/or (iv) any claim that your User Content caused damage to a third party.

10. **LIMITATION OF LIABILITY.** IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE THE WEB PROPERTIES AND/OR ANY CONTENT AND/OR USER CONTENT PROVIDED IN CONNECTION WITH THE WEB PROPERTIES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEB PROPERTIES AND/OR ANY CONTENT AND/OR USER CONTENT PROVIDED AND/OR ANY PRODUCTS PURCHASED THROUGH THE WEB PROPERTIES. ADDITIONALLY, WE WILL NOT BE LIABLE FOR NEGATIVE REPERCUSSIONS TO ANY PARTY BASED ON THE USE OF OR INABILITY TO USE THE WEB PROPERTIES, INCLUDING, BUT NOT LIMITED TO, LOST GOODWILL OR LOST PROFITS. WE WILL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED THE AMOUNT YOU ACTUALLY PAID TO STRAWBURRY17 FOR GOODS OR SERVICES IN THE PRIOR SIX (6) MONTHS, IF ANYTHING. WE ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE CAUSED BY YOUR USE OR MISUSE OF THE WEB PROPERTIES, THE CONTENT, THE USER CONTENT AND/OR ANY PRODUCTS. REMEDIES UNDER THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS. BECAUSE SOME STATES

OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

11. **THIRD PARTY CONTENT AND THIRD PARTY APPLICATIONS.** We may provide hyperlinks to other websites maintained by third parties, or may provide third party content on the Web Properties by framing or other methods (collectively, "Third Party Content"). In addition, the Web Properties may include certain applications, features, programs and services provided by third parties (collectively, the "Third Party Applications"). We do not monitor Third Party Content or Third Party Applications and can make no guarantee as to the accuracy or completeness of such Third Party Content or Third Party Applications. THE LINKS TO THIRD PARTY WEBSITES, ANY THIRD PARTY CONTENT, AND ANY THIRD PARTY APPLICATIONS MAY BE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT ON ANY LINKED WEBSITE OR IN ANY THIRD PARTY APPLICATION IS NOT UNDER OUR CONTROL AND, JUST AS WITH THE WEB PROPERTIES, WE ARE NOT RESPONSIBLE FOR THE CONTENT OF LINKED WEBSITES AND/OR THIRD PARTY APPLICATIONS, INCLUDING ANY FURTHER LINKS CONTAINED IN A THIRD PARTY WEBSITE. WE MAKE NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH ANY THIRD PARTY CONTENT OR THIRD PARTY APPLICATIONS, WHICH AT ALL TIMES AND IN EACH INSTANCE IS PROVIDED "AS IS." THIRD PARTY APPLICATIONS MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS OR AGREEMENTS BETWEEN YOU AND THE PROVIDER OF SUCH THIRD PARTY APPLICATIONS AS MAY BE PROVIDED TO YOU IN CONNECTION THEREWITH, AND YOU AGREE TO FULLY COMPLY WITH ALL SUCH ADDITIONAL TERMS, CONDITIONS AND AGREEMENTS. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY WEBSITES LINKED TO THE WEB PROPERTIES, ANY THIRD PARTY CONTENT, AND/OR ANY THIRD PARTY APPLICATION, YOU DO SO ENTIRELY AT YOUR OWN RISK.

If a third party should link to or refer to the Web Properties, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture, or partnership by or with us. In most cases, we are not even aware that a third party has linked to or refers to the Web Properties.

12. **INTELLECTUAL PROPERTY.** The Content of the Web Properties is intellectual property that we own, control and/or license. All applicable intellectual property laws, including, but not limited to, copyright laws, protect our rights in and to the Content. No portion of the Content and/or the User Content may be reproduced in any form or by any means, except as provided in Section 2 (Web Properties Use and Content) and elsewhere in these Terms. We are the copyright owner or authorized licensee of all trademarks, service marks, and logos used and displayed on the Web Properties. All trademarks and service marks of Strawburry17, or our subsidiaries or affiliates, that may be referred to on the Web Properties are the property of Strawburry17, or one of our subsidiaries or affiliates. Other parties' trademarks and service marks that may be referred to on the Web Properties are the property of their respective owners. Nothing on the Web Properties should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Strawburry17's, or its subsidiaries' or affiliates',

trademarks, service marks, or copyrights without Strawberry17's prior written permission. Strawberry17 aggressively enforces our intellectual property rights. Neither the name of Strawberry17, its subsidiaries or affiliates, nor any of Strawberry17's other trademarks, service marks, or copyrighted materials may be used in any way, including in any advertising, hyperlink, publicity, or promotional materials of any kind, whether relating to the Web Properties or otherwise, without our prior written permission, except that a third party website that desires to link to the Web Properties and that complies with the requirements of Section 11 (Third Party Content and Third Party Applications) above may use the name "Strawberry17" or the title of any Content in or as part of that link.

13. **COPYRIGHT COMPLAINTS.**

(a) Strawberry17 will not tolerate copyright infringement and reserves the right to block, disable, or otherwise remove any Content uploaded to or posted on the Web Properties as well as terminate access to the website if you engage in copyright or other intellectual property infringement. The law provides for civil and criminal penalties for copyright and other intellectual property law infringements. Displaying, performing, storing, copying, distributing, and/or otherwise making available or using any Content from the Web Properties is prohibited, unless specifically authorized by Strawberry17 in writing. Accordingly, no such Content may be used on another website without express written permission from Strawberry17.

(b) Strawberry17 will not permit any Content known by us to be infringing to remain on the Web Properties. If you believe that any content on the Web Properties infringes your copyright, please contact our copyright agent, who can be reached as follows:

By mail: Strawberry17 Inc.
Attn: DMCA
3940 Laurel Canyon Blvd #925
Studio City, CA 91604

By e-mail: website@strawberry17.com

Please be sure to include the following information: (i) a description of the copyrighted work that you allege is being infringed (and registration information if such work is registered with the Copyright Office), (ii) the specific location of the allegedly infringing material on the Web Properties, (iii) your signature (digital or hard-copy), (iv) your name, address, telephone number, and e-mail address, and (v) a statement (notarized if possible and made under penalty of perjury) that: (A) you are the copyright owner or are authorized to act on behalf of the copyright owner, (B) you believe in good faith that the rights of the copyright owner are being infringed, and (C) the uses of the allegedly infringing material are not authorized (either by the copyright owner, its agents, or applicable law). Once we receive proper notice of claimed infringement under the Digital Millennium Copyright Act (the "DMCA"), we will respond promptly to remove the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

14. **SUBMISSIONS.** Unless you enter into a separate written agreement with us, we do not

claim ownership in any information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles, stories about yourself, or any other Content of any kind whatsoever, including, but not limited to, postings in chat rooms, on bulletin boards or otherwise that you upload or post to the Web Properties or that you otherwise submit to us (collectively, the "Submissions"); however, by submitting any Submissions in any form to us, in addition to other provisions of these Terms, you automatically grant Strawberry17 a royalty-free, worldwide, non-exclusive, and assignable right and license to use, copy, reproduce, modify, adapt, publish, edit, translate, create derivative works from, transmit, distribute, publicly display and publicly perform such Submissions for the purpose of displaying and promoting such Submissions on any website and in any related marketing materials produced by, Strawberry17 and its affiliates, successors and assigns. You will not have or obtain any rights in or to any form, media, or technology incorporating any Submissions. You also grant to Strawberry17 and its affiliates, successors and assigns the right to incorporate Submissions into other works in any form, medium or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, "Rights") that may exist in such Submissions. You also warrant to Strawberry17 that any third party holder of any Rights has validly and irrevocably granted to you the right to grant the rights and licenses set forth above. You further acknowledge that Strawberry17 and its affiliates, successors and assigns will be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise.

15. **E-MAIL RULES.** Users may make their e-mail addresses available if they wish to converse with others users with similar interests and/or goals. If any user chooses to use this information, you agree not to send "spam" or other unwanted solicitations, or any material that is harassing, threatening, racially offensive, obscene, abusive, harmful, defamatory, invasive of another's privacy, infringing of another's intellectual property rights, or illegal. Strawberry17 is not responsible for the content of e-mail messages or attachments sent by its users or received from a third party.

16. **POSTS ON WEBSITE.** Certain areas of the Web Properties may contain information that can be accessed and viewed by anyone on the internet. Strawberry17 does not endorse any information uploaded to or posted on the Web Properties. Strawberry17 is not responsible for any information uploaded to or posted in the Web Properties or for editing any factual errors or making any type of corrections to information presented there. Any action taken by a user or viewer of any information presented there is at your own risk and could potentially be dangerous or life-threatening.

17. **AVAILABILITY.** Information that Strawberry17 publishes on the Web Properties may contain references or cross-references to products, programs or services of Strawberry17, its partners, subsidiaries or affiliates, that are not necessarily announced or available in your area. Such references do not mean that Strawberry17, or any of its partners, subsidiaries or affiliates, will announce any of those products, programs or services in your area at any time in the future. You should contact Strawberry17 for information regarding the products, programs and services that may be available to you, if any.

18. **TERMINATION OF SERVICE.** We may terminate your right to access portions of the Web Properties at any time, without notice, for conduct that we believe violates these Terms and/

or is harmful to other users of the Web Properties, to us, to our partners, to the contributors, to the business of our Internet service provider, or to other information providers.

19. **ADDITIONAL REMEDIES.** You acknowledge that your conduct that is inconsistent with the provisions of these Terms may cause Strawburry17 irreparable damage for which remedies other than monetary relief may be inadequate. In such instances, you agree that Strawburry17 may seek injunctive or other equitable relief seeking to restrain such conduct without the necessity of proving actual harm or posting a bond.

20. **GOVERNING LAW AND JURISDICTION.** You agree that all matters relating to your access to, or use of, this website will be governed by the laws of the State of California. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts in California with respect to such matters.

21. **LOCAL LAWS.** We make no representation that any Content, User Content or other materials on the Web Properties are appropriate or available for use in jurisdictions outside the United States. Access to the Web Properties from jurisdictions where such access is illegal is prohibited. If you choose to access the Web Properties from other jurisdictions, you do so at your own initiative and are responsible for compliance with applicable local laws.

22. **EXPORT RESTRICTIONS.** You may not use or export the Content or materials in the Web Properties in violation of U.S. export laws and regulations. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which you reside (if different from the United States).

23. **CUSTOMER COMMENTS.** By submitting comments, information or feedback to us through email and/or the Web Properties, you agree that the information submitted will be subject to our Privacy Notice located at www.strawburry17.com/privacy-policy.

Your Consent To This Agreement

By accessing and using the Web Properties, you consent to and agree to be bound by the foregoing Terms. If we decide to change these Terms or some part of them, we will make an effort to post those changes on this web page so that you will always be able to understand and agree to the terms and conditions governing your use of the Web Properties. Your use of the Web Properties following your acceptance of any amendment of these Terms will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. If you have additional questions or comments of any kind, or if you see anything on the Web Properties that you think is inappropriate, please let us know by sending your comments or requests to:

Strawburry17 Inc.
3940 Laurel Canyon Blvd #925
Studio City, CA 91604

Attn: Customer Care – Web Properties Issues
916-698-8766

website@strawburry17.com

Copyright © 2016 Strawberry17 Inc. All Rights Reserved.

Effective as of: November 25, 2016

Last updated: November 25, 2016