

TERMS AND CONDITIONS

Welcome to Arrowat LLC!

By accessing any areas of (<https://arrowat.com>, <https://arrowat.net>) (the “**Website(s)**”), purchasing any products (“**Products**”) from Arrowat LLC such as any of Arrowat LLC’s software, or using any of Arrowat LLC’s services (“**Services**”) (the Website(s), Product(s), and Service(s) collectively the “**Platform**”), you agree to be legally bound and to abide by the terms and conditions set forth below (these “**Terms**”) including any subsequent modifications to them. Certain features of the Website may be subject to additional guidelines, terms, or rules, which will be posted on the Website in connection with such features and are incorporated by reference into these Terms.

THESE TERMS GOVERN YOUR USE OF THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU ARE ACCEPTING THESE TERMS, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS. YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 13 YEARS OF AGE. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 13) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. THESE TERMS ALSO INCLUDE A LIMITATION OF LIABILITY (SECTION 3) FOR ALL CLAIMS FOR DAMAGES AGAINST ARROWAT LLC THAT MAY ARISE OUT OF YOUR USE OF THE PLATFORM.

The Platform is owned and operated by Arrowat LLC, a California (USA) limited liability company. Any references herein to Arrowat LLC, [<https://arrowat.com>, <https://arrowat.net>], “**Company**,” “**we**,” “**our**,” or “**us**” shall be deemed to refer to the Platform and/or Arrowat LLC, as applicable under the circumstances.

1. OUR PRODUCTS; TERMS OF SALE.

(a) Subscription. By agreeing to these Terms, Company licenses its Platform to you on a subscription basis. Any fees which Company may charge you for the use of the Platform may be as set out on the Platform or in an order form at the time of purchase for the subscription are due immediately (unless an order form states otherwise) and are subject to the refund policy of the Company stated in this section. By default all subscriptions unless stated otherwise in writing have auto renew as a feature. If you have a subscription with an auto renewal as a feature, you authorize Company to maintain your account information and charge that account automatically upon the renewal of the subscription you chose with no further action required by you. In the even that Company is unable to charge your account as authorized by you when you enrolled in an auto-renewing subscription, Company, may, in its sole discretion: (i) bill you for your previously selected subscription type and suspend your access to the Platform until payment is received, and/or (ii) seek to update your account information through third party sources (i.e., your bank or a payment processor) to continue charging your account as authorized by you.

In addition to the price due for your subscription, if there are delinquent amounts or chargebacks associated with your payment, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees or other third-party charges. If Company is unable to collect any amounts due via your selected payment method, you authorize Company to charge any other payment methods on file in your Company account (unless you have previously removed the authorization to charge such payment method(s)). In addition to other remedies Company may have due to your failure to pay any amounts when due, you shall pay Company a late payment charge equal to 1.5% per month (or the highest rate permitted by law, if lower), along with all costs and expenses, including reasonable attorneys' fees Company incurs in collecting such amounts.

(b) Payment. All amounts due for purchases of Products are payable in full at the time of purchase.

(c) Your Account. When you make a purchase from this Website, you may create an account as part of the checkout process. You are responsible for maintaining the confidentiality of your password and restricting access to your password and account. You further agree to accept responsibility for all purchases and activities that occur under your account.

(d) Acceptance of Order. Your placement of an order does not necessarily assure that we will accept your order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting your order, we may require additional information if you have not provided all of the information required by us to complete your order. Once a properly completed order is received, authorization of your form of payment is received, and we have accepted your order, we will promptly place your order in line for shipment.

(e) Pricing and Availability. All prices for Products (and the associated costs of shipping and tax) are shown in U.S. dollars. Depending upon your credit card's currency and the country in which your card was issued, your credit card provider may impose foreign exchange fees, conversion fees and other fees which are in accordance with your arrangements with that credit card provider. If you have any questions about these fees or the exchange rate applied to your payment, please contact your bank. Company is not responsible for such fees and will not reimburse you for any such fees incurred. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue Products without notice, even if you have already placed your order. Company, at its sole discretion, may make promotional offers with different features and different rate to any of Company's customers. All prices are subject to change without notice as the Company deems necessary for Company's business at any time. You agree that taxes may be adjusted from the amount shown on the payment screens. Several factors may cause this, such as variances between processor programs and changes in tax rates. Company, at its sole discretion, may make promotional offers with different features and different rate to any of Company's customers.

(f) Payment Terms. Company currently accepts PayPal (collectively, "Payment Method"). By submitting your order, you represent and warrant that you are authorized to use the designated Payment Method and authorize us to charge your order (including taxes, shipping, and handling) to that Payment Method. If the Payment Method cannot be verified, is invalid, or is otherwise not acceptable, your order may be suspended or cancelled automatically.

(g) Chargeback Policy. All references to a "chargeback" refer to a reversal of your Payment Method charge placed on this Platform. In the event you pay for Products using your Payment Method and

subsequently “charge back” your purchase through your merchant account provider, Company reserves the right to terminate these Terms and Conditions and all pending orders and transactions immediately, in addition to any and all available remedies at law or in equity. Unnecessary chargebacks are theft and can be prosecuted. If you feel that your Payment Method was used fraudulently, please contact us for immediate resolution.

YOU AGREE THAT YOU WILL NOT CHARGEBACK ANY AMOUNTS CHARGED TO YOUR PAYMENT METHOD ON THIS PLATFORM. IF YOU CHARGEBACK YOUR PAYMENT METHOD CHARGE FOR A PAYMENT INITIATED BY YOU, YOU AGREE THAT COMPANY MAY RECOVER THE AMOUNT OF THE CHARGEBACK, IN ADDITION TO ANY AMOUNT CHARGED US BY THE COMPANY ASSOCIATED WITH YOUR PAYMENT METHOD FOR SUCH CHARGEBACK, BY ANY MEANS DEEMED NECESSARY, INCLUDING BUT NOT LIMITED TO RECHARGING YOUR PAYMENT METHOD OR HAVING THE AMOUNT RECOVERED BY A COLLECTION AGENCY.

(h) Refund Policy. Company will not, under any circumstances, issue any cash refunds for early contract cancellation. If you have a question about charges made to your account, please contact us immediately at support@arrowat.com, If we determine that the charges were made in error, we will credit your account or credit card account for the appropriate amount. Any past due fees and costs will be sent to collections. If our collection efforts fail, unpaid debts will be reported to all available credit reporting agencies.

(i) Reconnection Fee. In the event you are suspended from your account for any reason caused by you and you wish to renew your access to the Platform, Company reserves the right to impose a reconnection fee not to exceed \$400.

2. INTELLECTUAL PROPERTY.

(a) In General. You acknowledge that Company owns all right, title, and interest in and to the Platform, including without limitation all intellectual property rights, and such rights are protected by U.S. and international intellectual property laws. You agree that you will not copy, reproduce, alter, modify, or create derivative works from any portion of the Platform. Such rights derive from any of Company’s copyrights, trademarks, patents, trade dress, and other such intellectual property rights that Company may have with regard to the Platform.

(b) Trademarks. You acknowledge that these Terms do not convey or grant you any rights to use or reference in any manner Company’s name(s), logos, trademarks, product names, and/or service names. All trademarks not the property of Company which may appear on the Platform are the property of their respective owners. The use of any such trademarks by Company is not meant to constitute affiliation, endorsement, or approval by such company with or for Company or the Platform as a whole.

(c) Use Of Marks And Identification. You agree that Company may identify you as a customer of Company and may use your name, likeness, logo, trademarks, trade names, and other similar identifying material in Company’s customer list, blog posts, press releases, advertisements, and Website.

(d) Copyright and Limited License. Unless otherwise indicated, this Platform and all content and other materials therein, including, without limitation, the Company logo and all designs, Company’s trademarks and service marks, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “**Site Materials**”) are the proprietary property of Company or its licensors or users and are protected by U.S. and international copyright laws. You are granted a limited, non-sublicensable license to access and use this Platform and Site Materials for personal, informational, and shopping purposes only. Such license is subject to the Terms and does not include: (i) any resale or commercial use of this Platform or Site Materials; (ii) the collection and use of any Product or Service listing, picture, or description; (iii) the distribution, public performance, or public display of any Site Materials; (iv) modifying or otherwise making any derivative uses of this Platform and the Site Materials, or any portion thereof; (v) use of any data mining, robots, or similar data gathering or extraction methods; (vi) downloading (other than the page caching) of any portion of this Platform, the Site Materials, or any information contained therein, except as expressly permitted on this Platform; or (vii) any use of this Platform or the Site Materials other than for its intended purpose. Any use of this Platform or Site Materials other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring in any manner, whether by implication, estoppel, or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.

(e) Software Limited License. The software Company provides and any documentation are licensed and not sold to you. These Terms grant you a personal, revocable, non-exclusive, non-transferable license that permits you to use the Platform solely in connection with the services Company provides, to access and use such services, and for no other purposes. You may not copy, reproduce or distribute the software Company provides. You agree not to sell, rent, lease, or transfer, or attempt to sell, rent, lease, or transfer, the software Company provides or your entitlement to use the services Company provides.

(f) Data License. Company may provide you as part of the Platform data, reports, analysis, or other output (“**Output Data**”) developed by or on behalf of you that are derived from Company’s existing data. You agree that such Output Data is granted to you as a limited, non-exclusive, non-transferable license. Such Output Data is strictly for your internal business use only and not for resale or further distribution or to provide services to any third party.

(g) Third Party Site Materials. Company may provide third party content on this Platform and links to web pages and content of third parties (collectively, “**Third Party Site Materials**”) as a service to those interested in this information. We do not control, endorse, or adopt any Third Party Site Materials and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that Company is not responsible or liable in any manner for any Third Party Site Materials and undertakes no responsibility to update or review such Third Party Site Materials. You agree to use such Third Party Site Materials contained therein at your own risk.

(h) Your Content. You own the rights to anything you post (your “**User Content**”) to the Platform, including text and photographs. By posting or transmitting any User Content, you grant Company an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, display, transmit, distribute, publish, sublicense, copy, store, provision into and/or reproduce, and create derivative works from all User Content as part of the Platform or any of Company’s Products or Services. You represent and warrant that you (i) own or otherwise control all rights to all User Content, or that the User Content is in the public domain, (ii) have the permission to use the name, likeness and identifying or personal information of each identifiable individual person in such User Content, and (iii) are authorized to grant all such rights to the User Content to Company. You agree that Company, in its sole discretion, has the authority to remove any User Content if the User Content is inaccurate, vulgar, defamatory, or otherwise inappropriate. If you believe that User Content on the Platform is inappropriate or inaccurate, please inform the Company at support@arrowat.com .

(i) Submission of Ideas. Any questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information about Company, the Website(s), and our Products and Services (collectively, “**Ideas**”) that you submit, whether posted to this Platform or provided to Company by email or otherwise are entirely voluntary, non-confidential, gratuitous, and non-committal. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them.

(j) DMCA Policy. Company respects the intellectual property rights of others and expects its users to do the same. Pursuant to this goal and the Digital Millennium Copyright Act (DMCA). 17 U.S.C. Section 512(c), a copyright owner may submit a takedown request with the listed DMCA Agent below.

(i) Notification. To submit a valid DMCA notification, please follow the instructions below:

(A) A physical or electronic signature of the copyright holder/owner or someone authorized to act on behalf of the owner who has been allegedly infringed;

(B) Identification of the copyrighted work in question which the owner claims was infringed. If there are multiple copyrighted works in question, then You should submit a list of all such works;

(C) Identification of the infringing material that the copyright holder wants removed and information sufficient for the service provider (i.e. Company) to locate the works in question (e.g. the URL of the page in question)

(D) Information reasonably sufficient to permit the service provider to contact the complaining party such as name, physical address, email address, phone number, and fax number;

(E) A statement that the complaining party, in good faith, believes that the content in question and the use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and

(F) A statement that the information in your notification is accurate and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

(ii) Counter Notification. If you are the recipient of such a takedown due to a copyright violation and a copyright infringement claim, you may provide a counter-notification to us to have the material in question restored to the site. To submit a valid counter-notification, please follow the instructions below:

(A) Your physical or electronic signature;

(B) A description of the content that was taken down and the location of where the material was before it was taken down;

(C) A statement that in good faith, and under penalty of perjury, you believe that the content/material in question was removed or disabled as a result of mistake or a misidentification of the material to be removed or disabled; and

(D) Your name, address, telephone number, and a statement that you consent to the jurisdiction of the federal district court for the judicial district in which the address is located. If you are located outside of the United States, then your statement should say that you consent to jurisdiction of any judicial district in which the service provider is located. And you should state that you will accept service of process from the person who provided the original copyright infringement notification.

(iii) Replacement of Material. Should we receive such a valid counter-notification, we may send a copy of such counter-notification to the original person alleging copyright infringement and that we may replace the content within 10 business days. Company may replace the removed material in 10 to 14 business days following receipt of the valid counter-notification unless Company's DMCA Agent listed below receives a notice that an action has been filed regarding the infringing activity related to the material in question from the original notification.

(iv) THIS DMCA NOTIFICATION PROCEDURE IS NOT TO BE ABUSED. IF YOU KNOWINGLY MISREPRESENT THAT THE MATERIAL IN QUESTION IS INFRINGING, YOU MAY BE SUBJECT TO CIVIL PENALTIES SUCH AS MONETARY DAMAGES AND ATTORNEYS' FEES.

(v) Repeat Infringers. Company takes copyright infringement seriously. Repeat infringers of Company's copyright policies listed herein and in Company's Terms may lead to the termination of said repeat infringer's account.

(vi) Designated Agent. Send all notifications pursuant to this section to our DMCA Agent.

support@arrowat.com

(k) Survival. This Section 2 shall survive termination of these Terms.

3. DISCLAIMERS AND LIMITATION OF LIABILITY

(a) No Warranties. You expressly agree that use of the Products is at your sole risk. Neither Company nor its affiliates, nor any of their members, managers, owners, officers, directors, employees, agents, third-party content providers, merchants, licensees, licensors, assigns, subsidiaries, suppliers, partners,

advertisers, sponsors, or affiliates, including, without limitation, all parties involved in creating, producing, and/or delivering this Platform and/or Products and/or contents available on this Platform, and/or payments made through the Platform (collectively “Providers”), or the like, warrant that this Platform will be uninterrupted or error free, nor do they make any warranty as to any of the Products, or as to the accuracy, reliability, or currency of any information, content, service, or merchandise provided through this Website.

(b) Disclaimer of Warranties (Service Is Provided “As Is”). YOUR ACCESS TO AND USE OF THE PLATFORM PROVIDED BY COMPANY ARE AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE PLATFORM (INCLUDING THE ABILITY TO PURCHASE PRODUCTS) COMPANY PROVIDES ARE STRICTLY PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING, COMPANY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY AND ITS PROVIDERS. COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY CONTENT MADE AVAILABLE ON THIS PLATFORM. COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THIS PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, (B) THE PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY CONTENT, MATERIALS, DATA, OR INFORMATION OBTAINED BY YOU THROUGH COMPANY WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, CONTENT, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH COMPANY WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) COMPANY OR THE SERVER(S) THAT MAKE OUR WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(c) Limitation of Liability and Indemnification. IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY EXCEED THE LESSER OF THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL COMPANY OR ITS PROVIDERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, COMPANY, INCLUDING, BUT NOT LIMITED TO, THE USE, MISUSE OR INABILITY TO USE THIS WEBSITE OR FOR ANY CONTENT, MATERIALS, PRODUCTS, OR OTHER INFORMATION OBTAINED FROM OR THROUGH COMPANY, OR FOR ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF COMPANY OR ITS PROVIDERS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR CERTAIN OTHER TYPES OF DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT

APPLY TO YOU.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD COMPANY AND ITS PROVIDERS HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, THAT MAY ARISE FROM (A) YOUR USE, MISUSE OR INABILITY TO USE THIS PLATFORM OR FOR ANY CONTENT, MATERIALS, PRODUCTS, OR OTHER INFORMATION OBTAINED FROM OR THROUGH THE COMPANY AND (B) YOUR VIOLATION OF THESE TERMS AND CONDITIONS, AND (C) YOUR VIOLATION OF APPLICABLE LAWS OR REGULATIONS. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. YOU AGREE NOT TO SETTLE ANY MATTER WITHOUT THE PRIOR CONSENT OF COMPANY. COMPANY WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION OR PROCEEDING UPON BECOMING AWARE OF IT.

(d) INTERNET DELAYS. USE OF THIS PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY AND ITS PROVIDERS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

(e) Force Majeure. In addition to any excuse provided by applicable law, Company and its Providers shall be excused from liability for non-delivery or delay in delivery of Products or Services available through this Platform arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

(f) Connectivity, Mobile. Normal carrier charges and taxes may apply to any part of the Platform you access from the Company Website or from any mobile applications that may be part of the Platform. Company is not responsible for any surcharges you incur from your cell phone or internet service provider as a result of the use of the Website or any mobile applications associated with the Platform. With respect to mobile versions or applications, your carriers' normal rates and fees, including text messaging and data fees may apply to your use of the Platform. In the event you charge or deactivate your mobile telephone number, you are required to update your account information within 48 hours to ensure that your messages are not sent to the person who acquires your old number. Any damages Company may incur due to your failure to inform Company of such a change in phone number shall be covered by Company's Indemnification Policy pursuant to this Section 3 of these Terms.

(g) Downloading From App Stores. Some or all of Company's products including the Platform may be available as a download from third party mobile application marketplaces ("App Stores"). Should you download from an App Store, you acknowledge and agree that:

- The App Store has no obligation to aid in your use of the Platform and any support services you may need;
- The App Store is not responsible for addressing any claims you may have against any user or

Company;

- By accepting these Terms, you are agreeing to any App Store Terms and Conditions and End User License Agreement, and will comply with all applicable terms in your downloading and use of the Platform.

(h) Payment Processor. Company uses a payment gateway to process payments made through the Platform (e.g. you purchasing a subscription from Company). For such payment processing, Company uses PayPal, You agree to abide by the terms and conditions of PayPal as elucidated here: <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>

(i) Informational Disclaimer. The content on the pages of the Platform may contain information (e.g. blog posts) related to different industries. The content is for general information only. Content may change, be updated at any point without any notice. None of the facts or opinions on the Platform are given with the intent to substitute advice from professionals, where applicable. It is possible that the information provided on the Platform or a linked website is inaccurate, may contain typographical errors, or may be out of date. You agree that Company shall not be liable for any such inaccuracies, typos, or any other errors on the Platform. Company is also under no obligation to update or correct any information.

(j) International Use. Although this Platform may be accessible worldwide, those who choose to access this Platform from other locations do so on their own initiative and at their own risk. If you choose to access this Platform from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of Products purchased over the Internet. Any offer for any Product, Service, and/or information made in connection with this Website is void where prohibited.

4. THIRD PARTY CONTENT.

(a) Third Party Site Materials. Company or users may provide third party content on this Platform and links to web pages and content of third parties (collectively, “**Third Party Site Materials**”) as a service to those interested in this information. The Company does not control, endorse, or adopt any Third Party Site Materials and makes no warranties that such sites are free from any claims of copyrights or other infringement, devoid of viruses, accurate or complete. You acknowledge and agree that Company is not responsible or liable in any manner for any Third Party Site Materials and undertakes no responsibility to update or review such Third Party Site Materials. You agree to use such Third Party Site Materials contained therein at your own risk.

(b) Advertisements and Promotions; Third-Party Products and Services. Company may display advertisements and promotions from third parties on this Platform or may otherwise provide information about or links to third-party products or services. Your business dealings or correspondence with such third parties, and any terms associated with such dealings, are solely between you and such third party. Company is not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or as the result of the presence of such non-Company advertisers or third party information on this Website.

5. YOUR USE OF THE PLATFORM.

(a) Your Conduct. The Platform is made available to you for personal, non-commercial use. Such use must be in compliance with all applicable laws and rules and regulations of the applicable jurisdiction and must not infringe or violate third party rights. Any unauthorized use of the Platform is a violation of these Terms and potentially federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties. Examples of unauthorized activities on the Platform include:

- i. Impersonating on behalf of any person or entity or otherwise misrepresenting yourself;
- ii. Stalking, intimidating, threatening, or harassing or causing discomfort to other users of the Platform;
- iii. Forging any TCP/IP packet header or any part of the header information in any email;
- iv. Attempting to probe, scan, or test the vulnerability of any Company system or network or breach any security or authentication measures;
- v. Circumventing or attempting to circumvent any filtering, copy protection mechanisms, security measures, or other features Company may adopt for the Platform, other users, or third parties;
- vi. You may not deep-link to any portion of the Platform (including, without limitation, the purchase path for any Company Product or Service) for any purpose without Company's express written permission.

(b) Your Use Of The Platform. The Products and Platform Company offers is provided only for your own personal use. You are responsible for all or your activity in connection with such services. You shall not (and shall not permit any third party to) (a) take any action or (b) upload, download, post, submit otherwise distribute or facilitate distribution of any content on or through the Platform that: (i) infringes any patent, trademark, trade secret, right in confidential information, copyright, right of publicity or other right of any other person or entity; (ii) violates any law or contractual duty or that you know is false, misleading, untruthful or inaccurate; (iii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, or otherwise inappropriate as determined solely by Company; (iv) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); (v) involves commercial activities and/or sales without Company's prior written consent; (vi) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damages, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Company or any third party; (vii) or impersonates any person or entity, including any employee or representative of Company. Additionally, you shall not: (a) take any action that imposes or may impose (as determined by Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure; (b) interfere or attempt to interfere with the proper working of the Platform and

Products Company provides or any activities conducted on the Platform; (c) bypass any measures Company may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Platform); or (d) run any form of auto-responder or “spam” on the Platform. You also agree that you will only use the Platform in accordance with these Terms and all applicable laws.

(c) You Agree Not To Reverse Engineer. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any aspect of the Platform for any reason—or to attempt or assist another person to do so.

(d) Federal, State, International Regulation Compliance. Company may be deemed a provider of “interactive computer services” as defined by the Communications Decency Act. 47 U.S.C. Section 230. Pursuant to this law, Company is not responsible for User Content (e.g. guest blog posts or comments on blogs). Therefore, Company’s liability for causes of action such as defamation, libel, product disparagement, and others arising out of User Content is limited. Company does not warrant the accuracy of such User Content and does not assume legal responsibility or liability for any User Content including responsibility or liability for investigating or verifying the accuracy of User Content. You additionally agree to abide by all tax regulations, covenants, licenses, and restrictions applicable to your jurisdiction. With regard to European customers, you may be required to provide information to assist Company in collecting VAT or other indirect taxes, or evidence of your exemption from such taxes.

6. HYPERLINKS TO THE COMPANY’S PLATFORM. You are granted a limited, non-exclusive right to create text hyperlinks to this Platform for noncommercial purposes, provided such links do not portray Company in a false, misleading, derogatory, or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. In addition, you may not use Company’s logo or other proprietary graphics to link to this Platform without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Company trademark, logo, or other proprietary information, including the images found at this Website, the content of any text or the layout/design of any page or form contained on a page on this Website without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of Company or any third party. Company makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of embedded content, third-party websites accessible via hyperlink, or websites linking to the Platform. Such sites are not under the control of Company and Company is not responsible for any embedded content or the content of any linked site or any link contained in a linked site, or any review, changes, or updates to such sites. Company and its users may provide these links as a convenience to you, but the inclusion of any link does not imply affiliation, endorsement, or adoption by Company of any site or any information contained therein. When you visit other sites via links or embedded content, you should understand that our terms and policies no longer govern and that the terms and policies of those third party sites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from this Platform.

7. CONFIDENTIALITY. In the course of providing Products and information via this Website, Company may deliver to you content, materials, and other information that is confidential, proprietary to Company, or which constitutes a “trade secret” of Company (“Confidential Information”). You agree that

you will hold all Confidential Information in trust for Company, that you will not publish, disseminate, or otherwise disclose Confidential Information to any person, firm, or entity, and that you will not use Confidential Information to compete with Company or in any other way detrimental to Company. Without limiting the generality of the foregoing, “Confidential Information” includes any and all information relating to Company’s Products, information (whether in written or electronic form) delivered to you in the course of selling Products or rendering services to you, Site Materials, trade secrets, marketing and business plans, strategies, vendors, customers, management and personnel, but does not include information in the public domain other than by reason of a breach of these Terms and Conditions. In the event you receive a subpoena or court order to disclose any Confidential Information, you will deliver prompt written notice to Company and will cooperate with our attempts to obtain a protective order or other similar protection for the Confidential Information. This provision shall survive any termination for a period of five (5) years.

8. PRIVACY AND COMMUNICATION. In accordance with the terms of Company’s Privacy Policy, Company respects the privacy of its users. To view our Privacy Policy, which is incorporated into these Terms by reference, click here: <https://arrowat.com/privacy>

You acknowledge and agree that Company may occasionally send you communications such as emails, both for commercial and transactional purposes, regarding your account, Company’s Products, purchases, or the Platform.

9. TERMINATION. Notwithstanding any of these Terms, Company reserves the right, without notice and in its sole discretion, to terminate (i) these Terms, (ii) your license to use this Website, (iii) and to block or prevent your future access to, and use of, this Platform. All terms of this agreement which by their nature extend beyond their termination shall remain in effect until fulfilled and apply to respective successors and assigns.

10. USAGE BY CHILDREN AND MINORS. Company cannot prohibit minors from visiting this Website. Company must rely on parents, guardians, and those responsible for supervising children under 18 to decide which materials are appropriate for such children to view and/or purchase.

EACH TIME YOU PURCHASE PRODUCTS FROM COMPANY, YOU ARE REPRESENTING TO COMPANY THAT YOU ARE EITHER (I) AN INDIVIDUAL 18 YEARS OF AGE OR OLDER, OR (II) A MINOR UNDER 18 WHO IS PURCHASING THROUGH A COMPANY AUTHORIZED AFFILIATED PROGRAM THAT PERMITS PARENTS AND OTHER GUARDIANS TO BOTH PAY FOR THE PURCHASES OF MINORS AND GIVE VERIFIABLE PERMISSION FOR SUCH MINORS TO PURCHASE ITEMS ON OUR SITE AND FOR THE COLLECTION BY US OF CERTAIN INFORMATION IN ACCORDANCE WITH THE TERMS OF OUR PRIVACY POLICY.

11. APPLICABLE LAW. These Terms and this Website are created and controlled by Company, a limited liability company organized in the State of California, U.S.A. As such, the laws of the State of California, U.S.A., will govern these Terms, without giving effect to any principles of conflicts of laws. Subject to Section 13, you hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California, U.S.A., for any litigation arising out of or relating to use of or purchase made through Company (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the courts of

the County of Los Angeles, in the State of California, U.S.A., and agree not to plead or claim in any court of the County of Los Angeles in the State of California, U.S.A., that such litigation brought therein has been brought in an inconvenient forum. The submission in this Section 11 herein shall not affect the right of Company to take proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude Company from taking proceedings in any other jurisdiction.

12. MODIFICATION OF TERMS. We reserve the right to change these Terms at any time. Such changes shall be effective immediately upon notice thereof, which may be given by posting the revised Terms on this page. You acknowledge and agree that it is your responsibility to review this Website and these Terms regularly and to be aware of any modifications. Your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified Terms; and (b) agreement to abide and be bound by the modified Terms.

13. DISPUTE RESOLUTION.

(a) General. Please read this dispute resolution section carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER (“**Arbitration Agreement**”). All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any Product or Service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“**Arbitration Rules**”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of the primary office of the Company, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants

you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) Time Limits. If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

(g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(k) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(l) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

(m) Small Claims Court. Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.

(n) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(p) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Los Angeles County, California, for such purpose.

14. ELECTRONIC COMMUNICATIONS. The communications between you and Company use electronic means, whether you use the Website or send us emails, or whether Company posts notices on the Website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

15. GENERAL. The provisions of these Terms are severable, meaning if any provision of these Terms shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without affecting the validity or enforceability in any other jurisdiction or the remaining provisions hereof in any jurisdiction. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of these Terms. The failure of Company to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. These Terms, and any applicable policies, comprise the entire agreement between you and Company and supersede all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

16. CONTACTING US. If you have any questions about these Terms or your dealings with this Website, please feel free to email us at support@arrowat.com

These Terms were last modified on 08-30-2020.