

Rainbow Sandals Terms of Use

Introduction.

These Terms of Use are entered into in Orange County, California by and between You and Rainbow Sandals, Inc., and govern your access to and use of our company website (www.RainbowSandals.com) (the "Site"), including any content, functionality and services, whether as a guest or a registered user. Please read these Terms of Use carefully before you start to use the Site. By using the Site, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy (found at www.RainbowSandals.com), which is incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, then you must not access or use the Site.

Ownership of Content.

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Limitation of Liability.

YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER RAINBOW SANDALS NOR ANY OF ITS PARTNERS, AFFILIATES, OFFICERS, DIRECTORS NOR ANY OF ITS AGENTS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS ON THE SITE, INCLUDING DAMAGES CAUSED BY VIRUSES OR ANY INCORRECTNESS OR INCOMPLETENESS OF THE INFORMATION ON THE SITE, OR THE PERFORMANCE OF THE PRODUCTS, EVEN IF RAINBOW SANDALS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Links to Third Parties.

For your convenience and to improve the usage of the Site, links to websites that are owned and controlled by third parties may be provided from time to time. If these links take you outside Rainbow Sandals service and off the Rainbow Sandals Site, then such third party site are beyond Rainbow Sandals control. This includes links to partners that may use Rainbow Sandals logos as part of a co-branding agreement. If so, the sites you can link to will have their own separate privacy policy and although Rainbow Sandals seeks to protect the integrity of its Site, Rainbow Sandals is not responsible and cannot be held liable for the content and activities of these other sites. You therefore visit/access these sites entirely at your own risk. Please note these other sites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use and/or privacy policies on those websites prior to using them.

Restrictions on Use of the Site.

You agree that you will access and use the Site only in a lawful manner and only in accordance with these Terms. Additionally, you agree that you will not sue the Site to:

- a. Post or transmit any material which is or may be infringing, threatening, false, misleading, inflammatory, libelous, invasive of privacy, obscene, pornographic, abusive, discriminating, illegal or any material that could constitute or encourage conduct that would be considered a criminal offence;
- b. Violate the rights of any party or which may otherwise give rise to civil liability or violate any law;
- c. Advertise or perform any commercial solicitation;
- d. Gain access, or attempt to gain access, to any portion of a Site, or any systems or networks connected to a Site, by hacking, password mining or any other illegitimate or unlawful means;
- e. Create or maintain any link from another website to any page on a Site without Rainbow Sandals' prior written permission;
- f. Run or display a Site (or any material on a Site) in frames or through similar means on another site, application or location without Rainbow Sandals' prior written permission;
- g. Modify the information or materials located on a Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such materials for any public, non-personal or commercial purpose; or
- h. Use any deep-link, page-scrape, robot, spider, website search application or other automatic device, program or methodology, or any similar or equivalent manual process, to access, copy, retrieve, monitor, mirror, reproduce or index a Site, or any portion of a Site.

Geographic Restrictions.

The owner of the Site is based in California, in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Unsolicited Ideas.

Rainbow Sandals maintains the policy of not reviewing or accepting any unsolicited submissions of ideas, inventions, designs and/or other materials whether consisting of texts, images, sounds, software, information or otherwise (the "Materials") from persons external to Rainbow Sandals. You should therefore not post any Materials on the Site or send these to Rainbow Sandals by email or otherwise. In the event you do send Rainbow Sandals any Materials, despite the request not to do so, Rainbow Sandals shall be entitled to use, copy and/or commercially exploit such Materials to the fullest extent and free of charge and Rainbow Sandals shall not be bound by any confidentiality obligation in respect of such Materials.

Applicable Law, Jurisdiction and Venue.

Any issues involving this Site, the Terms of Use or the Privacy Policy shall be governed by the laws of the state of California. Anybody using this Site agrees that any lawsuit or arbitration shall be

litigated in state or federal court in Orange County, California. If any portion of these Terms of Use become void, it will not affect the validity and enforceability of the remaining provisions. The void part will be replaced by provisions that are valid and have legal effect.

Dispute Resolution.

Any claim or controversy at law or equity that arises out of the Terms of Use, the Site or any Rainbow Sandals service (each a "Claim"), including, but not limited to, any Claim based on the California Private Attorneys General Act of 2004 ("PAGA"), shall be resolved through binding arbitration conducted by telephone, online or based solely upon written submissions where no in-person appearance is required. In such cases, arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes, if applicable), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Any claim shall be arbitrated or litigated, as the case may be, on an individual basis and shall not be consolidated with any Claim of any other party whether through class action proceedings, class arbitration proceedings or otherwise. Unless you submit a valid arbitration/class action waiver opt-out notice, you and Rainbow Sandals agrees that any dispute resolution proceedings whether in arbitration or in court will be conducted only on an individual basis and not in a class, consolidated or representative action

Each of the parties hereby knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in respect of any litigation (including but not limited to any claims, counterclaims, cross-claims, or third party claims) arising out of, under or in connection with these Terms of Use. Further, each party hereto certifies that no representative or agent of either party has represented, expressly or otherwise, that such a party would not in the event of such litigation, seek to enforce this waiver of right to jury trial provision. Each of the parties acknowledges that this section is a material inducement for the other party entering into these Terms of Use.

You expressly agree that any Claim is personal to you and Rainbow Sandals, shall only be resolved by an individual arbitration (or individual court proceedings with respect to Claims excluded from mandatory arbitration as described in these Terms of Use), and shall in no event be brought as a class arbitration, a class action, or any other representative proceeding. The arbitrator (or court if the Claim is excluded from mandatory arbitration) may only conduct an individual arbitration (or court action if the Claim is excluded from mandatory arbitration), and may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding.

Contact Us.

If you have any questions or comments about the Site or any of our services, please contact us.

Changes to the Terms of Use.

If we change our Terms of Use, we will post those changes on this page. Changes will apply to information collected after the date of the change. These Terms of Use were updated on August 30, 2017.

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to these Terms of Use, or any other issue.

Revised 9/1/2017