

TERMS OF USE

An XLNT Company, LLC (“XLNT,” the “Company” or sometimes “we,” “us,” or “our”), a Wyoming limited liability company, owns and operates <https://www.softspot.art/> (the “Website”) which provides a digital platform for event organizers to promote, provide and host art events, including for example, virtual galleries, art fairs, auctions, and informational or instructional online presentations or seminars about art or related topics and certain interactive functionality and goods and services in connection with such events and/or related to art and/or the goods and services provided on and through the Website.

Please read carefully these terms of use (“Terms of Use”), which include and incorporate all other XLNT policies regarding the use of this Website, including the Terms of Sale, Privacy Policy, and Copyright and Trademark Policy. These Terms of Use, and any and all other policies provided by XLNT regarding the use of this Website, including the use and purchase of services or goods, are included in and part of the Terms of Use, including the Terms of Sale, Privacy Policy, and Copyright and Trademark Policy which must be read in conjunction with these Terms of Use, govern your access to and use of the Website. These Terms of Use, and included policies, are subject to change by XLNT at any time in its discretion. Your use or continued use of this Website, including any registration, purchases, or event attendance, after any such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please regularly review these Terms of Use and all policies regarding the use of this Website.

By accessing and using this Website, you agree that you have a duty to read these Terms of Use and policies provided regarding access and use of this Website, that you have done so, and that you accept these Terms of Use and all other policies provided regarding access and use of this Website, including, without limitation, any warranty disclaimer, limitation of liability or damages, indemnification, waiver of rights, arbitration or other dispute resolution provision set forth further below. Furthermore, you understand and accept that you are precluded from using lack of reading of the same, including any single provision or section, as a defense against all remedies contained herein. If you disagree with any part of these Terms of Use or any provided policy regarding your access to and use of this Website, please do not use this Website.

THESE TERMS OF USE INCLUDE AN ARBITRATION PROVISION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE ARISING OUT OF YOUR USE OF THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, THE USE OF ANY SERVICES PROVIDED, OR THE PURCHASE OF ANY GOODS OR SERVICES, THROUGH THE WEBSITE) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. IF YOU WANT TO OPT-OUT OF THE ARBITRATION PROVISION, YOU MAY DO SO PROVIDED YOU FOLLOW THE PROCEDURES SET FORTH BELOW IN THE SECTION ENTITLED “DISPUTE RESOLUTION.” THE DISPUTE RESOLUTION SECTION ALSO INCLUDES A CLASS ACTION WAIVER,

WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A PROPOSED CLASS. THE TERMS OF USE ALSO INCLUDE A WAIVER OF YOUR RIGHTS TO A TRIAL BY JURY IRRESPECTIVE OF WHETHER YOU AGREE TO ARBITRATE YOUR CLAIMS.

BASIC TERMS

1.1 You may use our Website only if you have the legal capacity to form a binding contract with us, and only as permitted by law. Therefore, you are not allowed to use our Website if you are a person under the age of eighteen (18) without consent from your parent or guardian. This Website is not directed to children, and XLNT does not intentionally solicit or collect personal information from children. Children under the age of 13 must not submit personal information to this Website and children should view this Website under the supervision of a parent or legal guardian.

1.2 Certain areas of the Website and your access to the Website may at times be subject to additional or other terms and conditions posted for a specific area of the Website, a specific event, or access to a certain event, or that apply to certain goods and services, or that are applicable for specified period or in specified circumstances, or as otherwise provided by XLNT, or the Website may require you to agree with and accept additional terms and conditions. For example, your participation in certain events may be subject to the purchase of an Access Link (as defined below), which is governed by its own applicable Terms of Sale. If there is a conflict between the Terms of Use and the terms and conditions posted for a specific area of the Website or for access to specific area of the Website, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Website.

1.3 For information about our privacy practices, please see our Privacy Policy, available here <https://softspot.art/privacy>. By accessing or using our Website in any way, you agree that your information may be collected, stored, shared, processed, and used in accordance with applicable terms and provisions of our Privacy Policy, Terms of Sale, Copyright and Trademark Policy, and Terms of Use.

1.4 To access the Website's events you will need a registered account, and a "password-less authentication" link (Access Link) that will give you access to both the account and certain events available on the Website. The Access Link may be purchased on the Website and is subject to the Terms of Sale. You agree to provide only true and accurate information in connection with your account, and to update all such information as necessary to keep it accurate and current.

1.5 You agree to notify us immediately if you suspect or become aware of any unauthorized access to or use of your account or Access Link or other breach of security on our Website.

1.6 Your access to the registered account we create for you and your use of the Website under the Terms of Use is non-exclusive and non-transferable. You are not allowed to rent, sell, lease, sublicense or otherwise transfer your account or your Access Link to any third party.

1.7 Where allowed, you may post content, but will forfeit your right to that content upon publishing on the Website. You understand that we may use that content however we wish.

1.8 As explained in more detail in the Copyright and Trademark Policy, you cannot copy, download or otherwise use any content or materials on or provided through the Website without express written permission from the owner of any such content.

1.9 You consent to receive communications from us electronically, and you agree that we may communicate with you by posting notices to your registered account, on our Website and/or by email. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, to the extent permissible by applicable law. You agree that all notices we provide to you by email, by post to this Website, or to your registered account, as the case may be, will be considered received by you on the date that we send them or the date they are posted on the Website or to your registered account, as applicable, and if provided by two or more of these means, on the earliest date sent among them,. If you register for an account or otherwise provide us with an email address, you agree that we are not responsible for any filtering that you, your network provider, or any operating system or application may apply to any email that we send to the email address you provided, including any filtering that prevents you from receiving or viewing such email. If at any time you would like to withdraw your consent to receive emails from XLNT, please use the "unsubscribe" button on the email, or contact us at hello@XLNT.co to do so; however you acknowledge, understand, and agree that if you withdraw such consent, you may not be able to fully participate in an event hosted on the Website or otherwise fully utilize the Website and its services.

1.10 You are responsible for providing at your own cost any equipment (such as computers, tablets or mobile devices) and network and Internet access, and carrier and data services necessary for you to access and to use our Website, including your registered account, or to communicate with us. XLNT is not responsible for any terms of use or policies in connection with any such equipment, networks or carriers and the like and has no obligations or liability, whatsoever, with respect to your purchase or use of the same.

1.11 XLNT may modify, discontinue or terminate the Website or modify the Terms of Use or any other policies or requirements regarding this Website, including the Terms of Sale, the Privacy Policy or the Copyright and Trademark Policy, at any time and without prior notice. If we modify the Terms of Use or any Website policy including the Terms of Sale, the Privacy Policy or the Copyright and Trademark Policy, we will post the modification on the Website or provide you with notice of the modification. We will also

update the “Last Updated Date”. By continuing to access or use the Website after we have posted a modification on the Website or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms of Use. If the modified Terms of Use are not acceptable to you, your only recourse is to cease using the Website. We encourage you to check back regularly to review the Terms of Use.

THE WEBSITE

All artworks on the Website will be uploaded by an event organizer (“Event Organizer”) or the event managers (“Event Managers”, which will consist of art gallerists, artists, collectors and other institutions invited by the Event Organizer to upload artwork to the Website). XLNT is not involved in the selection or curation of the works displayed on the Website, nor is XLNT participating in or responsible for communication between you and the Event Organizer or Event Managers.

As mentioned above, in order to access an event, you will need (i) a registered account, and (ii) an Access Link that may be purchased on the Website or emailed to you upon request. To purchase an Access Link, you will be directed to complete the purchase process, including making payment via Stripe’s virtual platform. Purchases are governed by these Terms of Use and our Terms of Sale. The Event Organizers and Event Managers are responsible for uploading the artworks and content to the Website in connection with a specific event. Please refer to the Event Organizers’ terms of use, their privacy policy and other policies they may provide for further guidance.

Once you have received the Access Link, you will have access to a registered account, which will have been created for you using the email address you have provided on the Website. After accessing your account, you may view the artwork made available for the event. You acknowledge and accept, by entering the Website, that content is generally uncensored and may cover all kinds of subject matter, including nudity or other visual or written content that some might consider offensive or inappropriate. XLNT is not obligated to review the artwork or any other content or materials posted on, or accessed through, the Website and provided and/or uploaded by any Event Organizer, Event Manager, gallery, dealer, artist, institution, or other third-party provider.

Access or use of the Website or any of the services or the events provided thereon may not be legal by certain persons or in certain countries. If you access the Website from outside of the United States, you are responsible for compliance with the applicable laws of your jurisdiction.

USE OF WEBSITE

Unpermitted Uses:

You will not use the Website in a way that is harmful to XLNT or any Event Organizer, Event Manager, registered user, or any other user or in violation of any applicable law, including, without limitation, any law against discrimination, harassment, sexual harassment, threats of violence, illegal content, impermissible or infringing use of proprietary information or intellectual property, or criminal acts of any kind. By way of example, and not limitation, you agree that while using the Website, you shall not:

- i. insert your own or a third party's advertising, branding or other promotional content into any of the any services, content, functions, information, materials or products available through the Website; use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; or otherwise engage in unauthorized or unsolicited advertising or marketing;
- ii. impersonate any person or entity, whether actual or fictitious, or misrepresent your affiliation with any other person or entity on or through the Website or in connection with any use of or communication on the Website or in connection with the services XLNT provides;
- iii. use any robot, spider, scripts, service, software or any other automatic or manual device, tool, or process (a) for the purpose of compiling information regarding the identification, address or other attributes of anyone accessing or using the Website or (b) to recreate in original or modified form any substantial portion of the Website or (c) to data mine or scrape any of the content on the Website, or (d) otherwise access or collect any of the content, data, or information from the Website using automated means.
- iv. (a) use services, software or any manual or automatic device, tool, or process to circumvent any restriction, condition, or technological measure that controls access to the Website in any way, including overriding any security feature or bypassing or circumventing any access or use controls of the Website, or (b) cache or archive any content or (c) do anything that would impose an unreasonable or disproportionately large load on the Website,
- v. disable, damage or change the appearance of the Website or interfere or attempt to interfere with the proper functioning of the Website or any transactions being conducted on or in connection with the Website, such as by the use or deployment of any software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware or network system or to damage or obtain unauthorized access to any system, data or other information of XLNT or any third party;

- vi. use the Website or any services, content, functions, information, materials or products available through the Website in violation of XLNT's or any third party's intellectual property or other proprietary or legal rights (see our Copyright and Trademark Policy for further details);
- vii. use the Website for purposes of money laundering, price fixing or other unlawful collusion, price signaling or exchange of competitively sensitive or confidential data or information, including trade secrets; or
- viii. attempt (or encourage or enable anyone else's attempt) to engage in any of the foregoing prohibited activities or otherwise alter or interfere with the Website or any goods or services, content, functions, information, or materials available through the Website.

SUBMISSIONS

XLNT and the Event Organizer may at times provide users unrestricted forums on the Website that allow for the exchange of ideas and information by users through such forums. XLNT does not edit or control the information or materials posted to such forums. By posting or distributing information or materials through the forums, you expressly abandon any proprietary rights and privacy rights you may have in such posted content. You agree that such information may be freely used, copied, and distributed by others, without your permission. To the extent you wish to post material to the Website that you do not own, you must first obtain any necessary permissions from the third-party owners. You acknowledge and agree that you will not post any information or materials that are defamatory, threatening, harmful, abusive or unlawful, or that contain any advertising, promotional, or solicitation material.

If you have any questions as to submission or unrestricted forums, you may email us at hello@XLNT.co.

TERMINATE

If you breach any of the Terms of Use or any other XLNT provided policy whatsoever regarding access to or use of this Website, XLNT will have the right to suspend, disable, or terminate your Account and/or bar you permanently from use of this Website or the services provided thereon, at its sole discretion, and without prior notice to you. XLNT reserves the right to revoke your access to and use of the Website at any time and/or terminate your Account, with or without cause. In the event XLNT terminates your Account or use of this Website, for breach of these Terms of Use or any other XLNT provided policy, you will remain liable for any amounts due to XLNT. You, at your sole discretion, may cancel your Account at any time by sending an email to hello@XLNT.co.

RESERVATION OF RIGHTS

All rights not expressly granted by XLNT herein are specifically and completely reserved. Nothing on the Website or in the Terms of Use or any XLNT policy provided grants any right to use the content or property of any third party.

LINKS TO THIRD PARTY WEBSITES

The Website may contain links to third-party websites that are neither owned nor operated or controlled by XLNT. You acknowledge and agree that XLNT is not responsible or liable to you for (i) the availability or accuracy of such websites or resources; or (ii) the content, information, statements, policies, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by XLNT of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your clicking on any such link or your use of any such websites or resources.

CONTACT US IF YOU SEE COPYRIGHT INFRINGEMENT

If you believe that any content or materials on the Website infringe any intellectual property rights or are in violation of any provision of our Copyright and Trademark Policy, please contact XLNT at hello@XLNT.co. If you believe your copyright is being infringed, you or your authorized agent may send us notice of such alleged infringement in accordance with our Copyright and Trademark Policy found here: [INSERT LINK]

CONSENT TO E-MAIL COMMUNICATIONS

When you access or use the Website and provide your e-mail address to a XLNT representative, or send us e-mails, you are communicating with us electronically. In so doing, you consent to receive communications from us electronically, including emails sent for marketing or advertising purposes. If you wish to opt-out of receiving marketing or advertising emails, you may do so by following the unsubscribe link in the email you received, or sending an email to hello@XLNT.co. We will communicate with you by e-mail or by posting notices on the Website. 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.

DISPUTE RESOLUTION

DISPUTE RESOLUTION AND ARBITRATION PROVISION; CLASS ACTION WAIVER. IMPORTANT – PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH XLNT, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OWNERS, ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY USING THIS WEBSITE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS

ARBITRATION PROVISION AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Informal Process First. You agree that in the event of any dispute between you and XLNT, you will first contact us and make a good faith sustained effort to resolve the dispute before resorting to arbitration under these terms.

BINDING ARBITRATION for DISPUTE RESOLUTION. Any dispute, controversy or claim arising from or relating in any way to your use of the Website, including, without limitation, the use of any services provided, or the purchase of any goods or services, through the Website (each a “claim” and collectively, “claims”), will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

Waiver of Jury Trial and Class Action Waiver. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms of Use, all other terms and policies that relate to the Website. You acknowledge and agree that you and XLNT are each waiving, to the fullest extent permissible by law, the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and XLNT otherwise expressly agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. If for any reason a claim proceeds in court rather than in arbitration, XLNT and you each waive any right to a jury trial.

You and XLNT each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Arbitrator and Rules. The arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings will be governed and administered by the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Optional Expedited Arbitration Procedures then in effect will apply (the “JAMS Rules”), except as modified by this Agreement. The JAMS Rules are available at <https://www.jamsadr.com/> or by calling 1-800-352-5267. The discovery or exchange of non-privileged information relevant to the dispute shall be allowed in accordance with the JAMS Rules. This provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

The parties agree that the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Provision, including any claim that all or any part of this Arbitration Provision is void or voidable. Notwithstanding any choice of law or other

Terms of Use

provision in the Terms of Use, the parties agree and acknowledge that this Arbitration Provision evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and JAMS Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and JAMS Rules are found to not apply to any issue that arises under this Arbitration Provision or the enforcement thereof, then that issue shall be resolved under the laws of the state of New York.

Starting an Arbitration. If you intend to seek arbitration, you must first send written notice to XLNT of your intent to arbitrate (the "Arbitration Notice"). The Arbitration Notice to XLNT should be sent by any of the following means: (i) E-mail to hello@XLNT.co; or (ii) sending the Notice by U.S. Postal Service certified mail or Federal Express or other nationally recognized courier, with signature required for delivery confirmation, to XLNT at 2232 Dell Range Blvd., Suite 245, Cheyenne, WY 82009. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within forty-five days (45) days after the Notice is received, you or XLNT may commence an arbitration proceeding.

Format of Proceedings. The arbitration will be conducted, at the option of the party seeking relief, by telephone, video conference, online, or based solely on written submissions; additionally, you may choose to have the arbitration conducted in person in the county where you live or at another mutually agreed location.

Fees. If you initiate arbitration, your arbitration fees will be limited to the consumer filing fee of \$250 as set forth in the JAMS Rules. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, XLNT will pay all other JAMS and professional fees and expenses for the arbitrator's services. If XLNT is the claiming party initiating an arbitration against you, we will be required to pay all JAMS costs and arbitrator fees, including the filing fee. If the arbitration is conducted in California, you are not required to pay the arbitration fees and costs even if XLNT is the prevailing party.

XLNT will not seek attorneys' fees and costs in arbitration unless the arbitrator determines your claim is frivolous.

Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing with a concise written statement of the essential findings and conclusions of which the award is based. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Severability. If any provision of this Arbitration Provision (other than the Class Action Waiver above) is found to be illegal or unenforceable, that clause will not apply, but all enforceable

provisions will remain valid. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

Continuation. This Provision shall survive the termination of your Website account with XLNT or our affiliates and your discontinued use of this Website. Notwithstanding any provision in this Arbitration Provision to the contrary, XLNT agrees that if we make any change to this Arbitration Provision (other than a change to the Notice addresses or correction that has not material effect on your rights under this Arbitration Provision), you may reject any such change and require us to adhere to the language in this Arbitration Provision.

If you have any questions as to the dispute resolution process, you may email us at hello@XLNT.co.

RIGHT TO OPT OUT

YOU HAVE A RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION by sending an email to hello@XLNT.co or by mailing us, postage prepaid, to An XLNT Company, LLC, 2232 Dell Range Blvd., Suite 245, Cheyenne, WY 82009. Such opt-out must be given within the earlier of thirty (30) days from the registration of your account or if we make any changes to this Agreement to Arbitrate which alter your rights, within thirty (30) days after the effective date of such revision to this Arbitration Provision. Any opt-out received after such deadline will be ineffective and this Arbitration Provision will remain in full force and effect, except as expressly provided above, and shall be binding upon both you and XLNT. If you opt-out of this Arbitration Provision, XLNT also will not be bound by the Arbitration Provision. You and XLNT will nonetheless be bound by your agreement to waive jury trial and class actions. You may also continue to use the Website and its services.

INDEMNIFICATION; WARRANTIES; LIMITATION OF LIABILITY

a. INDEMNIFICATION

You agree to defend, indemnify on demand and keep XLNT and our affiliates, parents, subsidiaries and each of our and their respective officers, employees, agents, partners, content providers, service providers, suppliers and licensors (collectively, the “Released Parties”) indemnified, and hold the Released Parties harmless from any and all claims, liabilities, costs, losses (including without limitation consequential and indirect losses) and expenses, including reasonable attorneys' fees, arising in any way from (a) your use of or reliance on the Website or any services, content, functions, information, materials or products available through the Website, (b) your purchase or use of any products through the Website, (c) your placement or transmission of any message, content, information, software or other materials through the Website, or (d) your

fraudulent or deceptive acts or omissions, or breach or violation of any applicable law (including infringement of any intellectual property or other right of any person or entity) or of the Terms of Use. We will provide notice to you promptly of any such claim, suit, or proceeding initiated by a third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to assist and cooperate with our defense of such claim. In any event, you shall not settle any such claim without our prior written approval.

If you have any questions as to indemnification issues, you may email us at hello@XLNT.co.

b. WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR SOLE RISK, AND THE WEBSITE AND ALL SERVICES, CONTENT, FUNCTIONS, INFORMATION, MATERIALS AND PRODUCTS AVAILABLE THROUGH THE WEBSITE ARE PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES (I) MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED VIA THE WEBSITE, AND (II) HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AND REPRESENTATIONS MADE IN PRODUCT OR SERVICES LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS OR OTHERWISE ON THE WEBSITE OR IN CORRESPONDENCE WITH XLNT OR ITS AGENTS.

THE RELEASED PARTIES FURTHER DO NOT WARRANT OR GUARANTEE THAT:

- (A) THE WEBSITE OR ANY SERVICES, CONTENT, FUNCTIONS, INFORMATION, MATERIALS OR PRODUCTS AVAILABLE THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS OR THAT THE QUALITY OF ANY GOODS, PRODUCTS OR SERVICES AVAILABLE ON THE WEBSITE WILL MEET YOUR EXPECTATIONS;
- (B) ANY INFORMATION PROVIDED WILL BE TIMELY, ACCURATE, RELIABLE, PRECISE, THOROUGH, CORRECT OR COMPLETE;
- (C) THE WEBSITE OR ANY SERVICES, CONTENT, FUNCTIONS, INFORMATION, MATERIALS AND PRODUCTS AVAILABLE THROUGH THE

WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR PLACE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
(D) ANY DEFECTS OR ERRORS IN THE WEBSITE WILL BE CORRECTED;
(E) THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR
(F) ANY PARTICULAR RESULT OR OUTCOME CAN BE ACHIEVED OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE.

If you have any questions as to any of the above listed warranties, or lack thereof, you may email us at hello@XLNT.co.

c. LIMITATION OF LIABILITIES

IN NO EVENT SHALL ANY RELEASED PARTY BE LIABLE, WHETHER IN AN ACTION BASED ON A CONTRACT INDEMNIFICATION, OBLIGATION, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), COLLATERALLY OR ARISING FROM ANY STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS, OR OTHERWISE, HOWEVER ARISING, FOR ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS) OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO (A) ANY BREACH OF THE TERMS OF USE, (B) THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR THE CONTENT, MATERIALS, INFORMATION, FUNCTIONS OR PRODUCTS AVAILABLE THROUGH THE WEBSITE, (C) YOUR PROVISION OF INFORMATION VIA THE WEBSITE; (D) ANY INACCURACY OR OMISSION CONCERNING ANY OF THE INFORMATION PROVIDED ON THE WEBSITE; (E) ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE WEBSITE, OR (F) LOST BUSINESS OR LOST SALES, EVEN IF SUCH RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, AUDIO OR SOFTWARE UPLOADED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE WEBSITE ARE UPLOADED, ACCESSED, DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR OTHER PROPERTY, TANGIBLE OR INTELLECTUAL, THAT RESULTS THEREFROM OR FROM YOUR USE OF ANY SUCH MATERIALS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR

OTHERWISE) ARISING FROM THE TERMS OF USE OR YOUR USE OF THE WEBSITE OR THE CONTENT, MATERIALS, INFORMATION, FUNCTIONS OR PRODUCTS AVAILABLE THROUGH THE WEBSITE EXCEED, IN THE AGGREGATE, FIFTY DOLLARS (\$50.00).

If you have any questions as to the XLNT's limited liability, you may email us at hello@XLNT.co.

LOCAL STANDARDS

We do not represent or warrant that the Website or any content, materials, information, functions or products available through the Website are appropriate for use in all locations. Persons who choose to access the Website do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

MISCELLANEOUS

These Terms of Use incorporate the Privacy Policy, Terms of Sale, and Copyright and Trademark Policy, and any other terms and policies provided that apply to your use of Website by reference

Venue/Choice of law: All legal issues arising from or related to the use of the Website shall be construed in accordance with and determined by the laws of the State of New York applicable to contracts entered into and performed within the State of New York without the application of conflict of laws principles of any jurisdiction. By using the Website, you agree that the exclusive forums for any claims or causes of action not otherwise subject to the Arbitration Provision, that arising out of your use of the Website shall be, and you submit to the personal jurisdiction of, the state courts for or within New York County in the State of New York, and the United States District Court for the Southern District of New York. You hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

Amendments: Any changes to the Terms of Use that are not set forth on this Website must be made in writing, signed by an authorized representative of XLNT.

Entire Agreement: The Terms of Use constitute the entire agreement between you and XLNT with respect to the use of the Website.

Waiver: The failure of XLNT to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision, and no waiver of any term of the Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

Non-Severability: If any provision of the Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, or the enforceability of such provision in other jurisdictions, all of which shall remain in full force and effect to the fullest extent permitted by applicable law.

Inure to Benefit of XLNT: The Terms of Use will inure to the benefit of, and are intended to be enforceable by, XLNT's successors, assigns and licensees. There are no third-party beneficiaries to this the Terms of Use.

ANY INQUIRIES

Please direct questions you may have about the Terms of Use or any other policy provided regarding the Website, including access to and use of the Website and purchases, or any rights or choices you may have under those policies, or other issues or questions about the same, to:

An XLNT Company, LLC
hello@XLNT.co
2232 Dell Range Blvd.
Suite 245
Cheyenne, WY 82009