

Terms of Service

Welcome to the Manestream website, located at <http://www.manestream.com> (the "**Site**"), and operated by ManeStreem, Inc., a Delaware corporation ("**ManeStreem**"). The Site is an online platform through which persons seeking certain beauty and salon services (each, a "**Client**") can find and connect with professional providers of those services (each, a "**Stylist**"), and Stylists can post, acquire and connect with Clients. The following terms and conditions ("**Terms**") govern your use of this Site and ManeStreem's mobile application (the "**App**" and, together with the Site, the "**Products**"), as well as your use of the Products to provide or receive beauty or salon services made available through the Products.

Nothing in these Terms shall be construed as making ManeStreem the partner, joint venturer, agent, legal representative, employer, contractor, or employee of any other party. ManeStreem does not take part in, nor is ManeStreem in any way responsible for, any interactions or negotiations between Clients and Stylists, except to the extent necessary to maintain the Products. Any interaction between you and any other individual or entity through the Products or arising out of your use of the Products, including any interactions between Clients and Stylists, is solely between you and that other individual or entity. ManeStreem expressly disclaims any responsibility for any interactions between Clients and Stylists.

By accessing, viewing, or using the content, material, or Services available on or through the Products, you indicate, on behalf of yourself and any company or business entity on whose behalf you are using the Products, that you have read and understand these Terms, that you agree to them and intend to be legally bound by them. If you do not agree to these Terms, or if you are under 18 years of age, or if you are not a legal

resident of the United States, you are not granted permission to use the Products and must exit immediately.

Any personal information that you provide to ManeStream on the Products is subject to our Privacy Policy, which is incorporated into these Terms by reference, as if set forth fully herein.

ManeStream can be contacted at info@manestreem.com.

License to use the App

Subject to these Terms, ManeStream hereby grants you a single, limited, terminable, revocable, royalty-free, non-exclusive, nontransferable, nonsublicenseable license to access and use the App solely for informational purposes. You shall be responsible, at your sole expense, for procuring, operating, and maintaining the mobile device, hardware, systems software, telecommunications applications and providers, and other items necessary or appropriate to enable you to exercise your rights and licenses hereunder. Without limiting any other provisions of these Terms, any software, applications or other materials, including the App, made available to you is the copyrighted work of ManeStream or its affiliates, or its or their licensors. Copying or distributing the App or the Product Materials associated with the App is expressly prohibited.

Registration

In order to access certain content, services, products, or benefits on the Products, you may be asked to register and create an account. By registering an account on the Products, you represent that you are at least 18 years of age or older. You are fully

responsible for your account, including use of the account by any third party, and maintaining the confidentiality of your password.

As part of the registration process, you may be asked to select a user name and password, and may be required to provide ManeStreem with certain information about yourself including some types of personally identifying information, such as your email and your address, and information regarding your employer, employment history, and other credentials. You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. By registering with the Products, you hereby authorize ManeStreem to verify any representations and warranties you make either pursuant to these Terms or within any materials submitted during the registration process, including conducting background checks, contacting any provided references or affiliations, and reviewing public records. You acknowledge that while ManeStreem reserves the right to verify these representations and warranties, ManeStreem is not obligated to do so, and may choose not to do so, in ManeStreem's sole discretion.

Depending on your intended uses of the Products, you may be asked to designate your account as either a Client Account (i.e., for Clients) or a Stylist Account (i.e., for Stylists). Your obligations and rights under these Terms may vary depending on whether you registered as a Client or Stylist.

Purchases

Some products or services made available on the Products, including the Services of a Stylist, may be available for purchase. All payments for any services made available through the Products must be made through the payment methods provided on the

Products, and in no event shall any payments be made directly or indirectly to any Stylist or other provider of any services other than through the Products.

By purchasing products or services made available through the Products, you represent that you are 18 years of age or older and that you will comply with all specified processes and procedures for redeeming your purchase. ManeStream uses a third party payment processor to process credit card transactions made through the Products. If you purchase products or services from ManeStream or make any payments via the Products with your credit card, the credit card information that you submit to ManeStream will be protected by encryption, such as with the Secure Socket Layer ("SSL") protocol. Encryption decreases the likelihood that your credit card information will be stolen or intercepted during transmission.

You are responsible for all charges incurred under your account, whether made by you or another person using your account. If for any reason ManeStream does not receive payment for a purchase, ManeStream may exercise its rights in law and equity, including (a) immediately suspending or terminating your account; (b) seeking collection of the outstanding amount owed; and/or (c) seeking legal action against you for the breach of these Terms. You are also responsible for paying any governmental taxes imposed in connection with use of the Products or the purchase or any products or services made available through the Products, including sales, use, and excise taxes (excluding only taxes on ManeStream's net income). To the extent that ManeStream is obligated to collect such taxes, the applicable tax will be added to your billing account. All sales are final, and any refunds will be in ManeStream's sole discretion.

In accordance with ManeStream's Remittance Policy, which is incorporated into these Terms by reference, as if set forth fully herein, ManeStream will remit to Stylists payments made by Clients to ManeStream for the applicable Stylist's Service, less any

Facilitation Fees (as described in the Remittance Policy) owed to ManeStream, two business days after completion of the Services and ManeStream's receipt of all amounts due from the applicable Client. Any amounts due to a Stylist will be based on the fees associated with the Services performed by that Stylist and calculated in accordance with the Remittance Policy incorporated above. Stylists agree not to collect any payments for any Services provided to Clients outside the payment methods described herein. Stylists further acknowledge that they are not eligible to participate in or receive any pension, health, or other benefits plan of ManeStream, and that ManeStream is in no way obligated to acquire any Workers' Compensation Insurance associated with their Services. Unless otherwise provided in a written agreement with ManeStream, ManeStream is in no way responsible for any travel or other expenses related to any of the Services performed by any Stylist.

Unauthorized Activities

You agree that you will not use the Products for: (a) any illegal or unauthorized purposes that violate any local, national, or international laws (including to import, export, copyright, and trademark laws); (b) contacting any other user of the Products who has requested not to be contacted; (c) stalking or harassing anyone; (d) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, selling any of the Product Materials, unless otherwise authorized by these Terms or in a separate written agreement with ManeStream; (e) attempting to gain unauthorized access to ManeStream's computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of the Products or any services provided through the Products; (f) data mining, scraping, robots, or for releasing spiders, crawlers or any other data gathering or extraction tools, except to the extent the Products are indexed by general purpose consumer accessible search engines, including Google, Yahoo, MSN, or Bing; (g)

promoting any effort to compete with ManeStream, including using the Products to provide, alone or in combination with any other product or service, any service to any third party or any use that causes a reduction or loss of business for ManeStream as related to an existing or potential customer; (h) cheating or plagiarizing; (i) any resale or commercial use of the Products, the Product Materials, or the User Content; (j) using the Products to access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including any commercial purposes; or (k) removing, circumventing, disabling, damaging or otherwise interfering in any way with any security-related features of the Products aimed at preventing or restricting the unauthorized use of the Products or any of the Product Materials. You agree to use the Products only for the purpose and manner for which they were specifically designed; any other use of the Products or Product Materials without prior written permission of ManeStream is strictly prohibited. You acknowledge and agree that the unauthorized use of the Products or the Product Materials could cause irreparable harm to ManeStream and that in the event of such unauthorized use, ManeStream shall be entitled to an injunction in addition to any other remedies available at law or in equity.

Rules for Stylists

Each Stylist must be: (a) a citizen of, or legally authorized to work in, the United States, with no disqualifying prior criminal record including prior convictions for offenses involving dishonesty or violence; (b) fully experienced, skilled and qualified to perform the Services; (c) able to perform any of the Services under this Agreement without creating a conflict with, or breach of, any contract, relationship or understanding to which he or she is a party; and (d) comply with all federal, state, and local statutes,

regulations, rules, ordinances, and orders of any governmental body or agency, including those relating to the delivery of the Services to the Clients.

Stylists must maintain a current and accurate profile that promotes a fair playing field and provides a safe, simple, and positive experience for all users of the Products, including Clients. Your profile must not include any inappropriate language, any misleading titles that do not accurately describe the Services you offer as a Stylist, or any links to third party websites or services. Stylists may not solicit Clients to pay additional fees, including travel fees, or use other payment methods not specifically permitted by ManeStream as approved payment methods.

You acknowledge that all business opportunities generated through the Products constitute extremely valuable assets of ManeStream, and that ManeStream is entitled to and should protect those assets. As such, you agree, during the time when you are registered with the Products and for one year thereafter, not to, in any manner, directly or indirectly, whether as owner, partner, stockholder, contractor, agent, consultant or otherwise: (i) provide any services to any Client you first connected with through the Products, other than through the Products; (ii) induce or attempt to induce any Client (or any person who had been a Client, at any time during your registration with the Products) to terminate any relationship with ManeStream or to seek services outside of the Products; or (iii) solicit, recruit, hire, engage, or otherwise employ or retain any current Stylist to provide services outside of the Products. You further acknowledge that any breach of this Section 5 would cause immediate and irreparable harm to ManeStream, and that ManeStream shall be entitled to an injunction restraining such breach, in which case no bond or other security shall be required in connection therewith. In addition, you acknowledge that the damages for such breach are difficult to ascertain and that ManeStream shall be entitled to recover as liquidated damages all of the amount of fees, compensation, commissions or other remuneration earned by you

(including amounts paid to your then employers, partners or joint venturers) as a result of any such breach.

Intellectual Property

As between you and ManeStream, ManeStream owns or licenses all data, content, graphics, forms, artwork, images, photographs, functional components and any software concepts and documentation and other material on, in or made available through the Products (“**Product Materials**”), as well as the selection, coordination, arrangement, and organization and enhancement of the Product Materials. All Product Materials are protected pursuant to copyright, trademark, patent and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Product Materials. As between you and ManeStream, all names, trademarks, service marks, certification marks, symbols, slogans, or logos appearing on the Products are proprietary to ManeStream or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Unless expressly written otherwise by ManeStream, you do not have any rights of any kind in or to the Product Materials, other than the right to use the Product Materials in accordance with these Terms.

Certain features of the Products may allow you to contribute comments, feedback, information, content, text, files, graphics, postings, and other materials and information for access, use, viewing and commentary by other users to the Products (“**User Content**”). By contributing User Content, you represent that you have the full legal right to provide the User Content and that use of the User Content by the Products and all other persons and entities will not: (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or

otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement; (c) be defamatory, libelous or trade libelous, unlawfully threatening, or unlawfully harassing; (d) impersonate any person or entity or falsely state or otherwise imply an affiliate with a person or entity or is generally false, deceptive, misleading, deceitful, misinformative or constitutes a “bait and switch”; (e) be obscene, child pornographic, or indecent; (f) violate any community or Internet standard; (g) constitute misappropriation of any trade secret or know-how; or (i) constitute disclosure of any confidential information owned by any third party.

You retain all right, title and interest in and to the User Content that you submit and all intellectual property rights embodied therein. Upon your submission of User Content or other material or information to ManeStream, you grant ManeStream a worldwide, perpetual, irrevocable, transferable, license to access, use, distribute, reproduce, display, modify, create derivative works based upon, and sublicense, the User Content, all without any compensation to you whatsoever. If you believe that any content or postings on the Products violate your intellectual property or other rights, please follow our Complaint Procedure in Section 13 of these Terms.

Third Party Websites and Content

ManeStream is a private company and is not affiliated with any Client or Stylist. The Products may contain links to other websites or feature services of third parties for the convenience of users: (a) in locating information, products, or services that may be of interest; or (b) with performing or receiving the Services, and complying with any requirements associated with such transactions. Use of such third party links or third party services on or made available through the Products is entirely at your own risk. ManeStream does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by

or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of any third party websites or services is at your own risk, and subject to the terms and conditions of such third parties. ManeStreem does not endorse any product, service, or treatment provided on a third party website or advertised or provided on the Products.

Confidentiality

You hereby acknowledge that the confidential business materials and other non-public information, including, but not limited to, financial information, business relationships, and other trade secrets (“**Confidential Information**”) of ManeStreem may be disclosed to you during your use of the Products or during your use of or performance of the Services. You will not, at any time, during or after the term of this Agreement, directly or indirectly, copy, use, disclose, release or publish any such Confidential Information, except as expressly required or authorized by ManeStreem. You will exercise reasonable precautions in maintaining the confidentiality of ManeStreem’s Confidential Information, and will not disclose such Confidential Information to third parties without ManeStreem’s express written permission. Because the life of Confidential Information may extend indefinitely, this provision shall continue perpetually.

Disclaimer

ManeStreem, its subsidiaries, affiliates, and licensors, are not responsible for and do not guarantee the accuracy or completeness of any Product Materials, User Content, products, data, services (whether performed by ManeStreem or any third party), links, advertisements, or other items contained within or made available through the Products. For avoidance of doubt, ManeStreem disclaims any and all responsibility for the services or products provided by any Stylist, and ManeStreem disclaims any and all

responsibility for the failure of any Stylist to perform any services or provide any goods. ManeStream reserves the right to immediately remove any Product Materials or User Content for any reason, or for no reason. ManeStream cannot and does not review all communications or products made available on or through the Products, but, although not obligated to, may review, verify, make changes to or remove any User Content, Product Materials, the Products, or the products or services made available in connection with the Products, including information submitted in connection with the Product Materials or other features at any time, with or without notice in its sole discretion. You agree that you must evaluate and bear all risks associated with the use of the Products, Product Materials, User Content, or Services and that you may not rely on such Products, Product Materials, User Content, or Services.

THE PRODUCTS, THE PRODUCT MATERIALS, USER CONTENT, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE PRODUCTS ARE MADE AVAILABLE “AS IS” AND “WITH ALL FAULTS.” USE OF THE PRODUCTS IS ENTIRELY AT YOUR OWN RISK. MANESTREAM AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE PRODUCTS, THE USER CONTENT, THE PRODUCT MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE PRODUCTS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, QUALITY, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS AND EFFORT WITH REGARD TO ANY AND ALL USER CONTENT, THE PRODUCTS, THE PRODUCT MATERIALS,

SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE PRODUCTS, IS WITH YOU.

LIMITATION OF Liability

MANESTREEM AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DO RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE PRODUCTS, THE USER CONTENT, THE PRODUCT MATERIALS, SERVICES, PRODUCTS, DATA, AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE PRODUCTS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR MANESTREEM HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF MANESTREEM AND ITS LICENSORS TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE PRODUCTS, USER CONTENT, THE PRODUCT MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE PRODUCTS, OR THE SERVICES, PRODUCTS, DATA OR OTHER MATERIALS OFFERED IN CONNECTION THEREWITH EXCEED THE PRICE PAID BY YOU DURING THE PRECEDING YEAR FOR USE OF THE PRODUCTS AND THE SERVICES AND PRODUCTS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF MANESTREEM AND ITS LICENSORS SHALL NOT EXCEED TEN

DOLLARS. If you are dissatisfied with the Products or with any of these Terms, or feel ManeStream has breached these Terms, your sole and exclusive remedy is to discontinue using the Products.

Indemnification

You shall indemnify ManeStream and its directors, officers, employees, agents, contractors and licensors (“**ManeStream Indemnitees**”) against all claims, actions, suits, and other proceedings (“Claims”) arising out of or incurred in connection with the Products and your use of the Products, the Product Materials or any services, product or data obtained through the Products, your fraud, violation of law, negligence, willful misconduct, or any other use of the Products, the User Content, the Product Materials, the services, products, information and other materials on, in and made available through the Products, (except to the extent attributable to ManeStream), or any breach by you of these Terms and shall indemnify and hold ManeStream Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and attorneys’ disbursements) arising out of or incurred in connection with such Claims. You may not settle any Claim without the prior written consent of ManeStream. ManeStream or its licensors may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects in such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If ManeStream or its licensors do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to ManeStream, subject to the right of ManeStream to assume, at their sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.

Internet Security

ManeStreem uses reasonable efforts to ensure that the Products are generally available. However, there will be occasions when access to the Products will be interrupted or unavailable. ManeStreem will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that ManeStreem shall not be liable to you for any modification, suspension, or discontinuance of the Products. You understand that the technical processing and transmission of any content may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent from our Products will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to ManeStreem via the Products or the internet, including, for example, personal information such as your name or address.

Complaint Procedures

If you believe that any content or postings on the Products violates your intellectual property or other rights, please notify ManeStreem via e-mail to info@manestreem.com with a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your e-mail address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: "The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message."

Changes to these Terms; Termination

ManeStreem reserves the right at any time to modify, alter or update these Terms. ManeStreem will notify you on the Products or by email of any new or revised Terms, including information regarding the location of the new or revised terms and conditions. Your use of the Products following any changes means that you agree to follow and be bound by the terms as changed. Any change to these Terms shall be effective as to any visitor who has visited the Products before the change was made. It is the obligation of users visiting the Products before the change to learn of changes to the Terms since their last visit. ManeStreem may suspend or terminate your account and/or your ability to use the Products, or any services on the Products for failure to comply with these Terms, for providing ManeStreem with untrue or inaccurate information about yourself, for infringement upon ManeStreem proprietary rights, or for any other reason whatsoever or for no reason.

Assignment

You may not transfer or assign any of your rights or obligations hereunder to any other party in any manner (by assignment, operation of law or otherwise) unless you have obtained written consent from ManeStreem. If you attempt to transfer or assign any of your rights or obligations hereunder without ManeStreem's consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of these Terms).

Dispute Resolution

You and ManeStreem each agree that any and all disputes or claims that have arisen or may arise between you and ManeStreem relating in any way to or arising out of these

Terms, your use of or access to the Products, shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitrate. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of these Terms, as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability and the scope or enforceability of this agreement to arbitrate shall be for a court of competent jurisdiction to decide. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this agreement to arbitrate, any part of it, or of these Terms, including, but not limited to, any claim that all or any part of this agreement to arbitrate or these Terms is void or voidable. The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org or by calling the AAA at 1.800.778.7879. Arbitration shall be venued in the Commonwealth of Pennsylvania, unless the ManeStream, in its sole discretion, elects otherwise. If the value of the relief sought is \$10,000 or less, you or ManeStream may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and ManeStream subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or ManeStream may attend by telephone, unless the arbitrator requires otherwise.

YOU AND MANESTREEM AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND MANESTREEM AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER MANESTREEM USERS.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute (“**Notice**”). A Notice to ManeStream should be sent to ManeStream, Inc., Attn: Litigation Department, Re: ManeStream Notice of Dispute, to ManeStream Corporate Office, 21 S 5th St. Suite 970, Philadelphia, PA 19106. ManeStream will send any Notice to you to the physical address we have on file associated with your ManeStream account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought. If you and ManeStream are unable to resolve the claims described in the Notice within thirty days after the Notice is sent, you or ManeStream may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. In the event ManeStream initiates an arbitration against you, it will send a copy of the completed form to the physical address we have

on file associated with your ManeStream account. Any settlement offer made by you or ManeStream shall not be disclosed to the arbitrator.

The arbitrator will decide the substance of all claims in accordance with the laws of the Commonwealth of Pennsylvania, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different ManeStream users, but is bound by rulings in prior arbitrations involving the same ManeStream user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, ManeStream will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by ManeStream should be submitted by mail to the AAA along with your Demand for Arbitration and ManeStream will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, ManeStream will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse ManeStream for all fees associated with the arbitration paid by ManeStream on your behalf that you otherwise would be obligated to pay under the AAA's rules. If an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

You can choose to reject this agreement to arbitrate by mailing us a written opt-out notice (“**Opt-Out Notice**”). The Opt-Out Notice must be postmarked no later than thirty days after the date you accept these Terms for the first time. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number and the email address(es) used to log in to the ManeStream account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms will continue to apply. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us. Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any amendment to this agreement to arbitrate (other than a change to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding between you and ManeStream prior to the effective date of the change. The amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between you and ManeStream. We will notify you of amendments to this agreement to arbitrate by posting the amended terms on the Products at least thirty days before the effective date of the amendments and by sending notice via email to your email address on file with us. If you do not agree to the amended terms, you may close your account within the thirty day period and you will not be bound by the amended terms.

Miscellaneous

The Products are controlled and operated from within the United States. Without limiting anything else, ManeStream makes no representation that the Products, Product Materials, User Content, services, products, information or other materials available on,

in, or through the Products is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Products from other locations do so on their own volition and are responsible for compliance with applicable laws. The waiver or failure of ManeStream to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third party beneficiary of these Terms or any provision hereof. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation."