



# Thirty-One Gifts LLC - Terms of Use and Notifications

Please read these Terms of Use (the "Terms") carefully before using this website. These Terms apply to all visitors to or users of the Thirty-One Gifts LLC websites located at [thirtyonegifts.com](http://thirtyonegifts.com), [mythirtyone.com](http://mythirtyone.com), [thirtyonegives.org](http://thirtyonegives.org) and any mobile versions of these websites or any other websites operated by Thirty-One Gifts LLC or any of its affiliates that link to or adopt these Terms (collectively, the "Websites"). These Terms also apply to applications created by Thirty-One Gifts LLC that are available for various mobile devices that link to or adopt these Terms (our "Mobile Applications"). The term "Online Channels" is used in these Terms to refer to both our Websites and Mobile Applications. By using any of these Online Channels or downloading a Mobile Application, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Online Channels or download a Mobile Application.

Thirty-One Gifts LLC (referred to as "Thirty-One," "we," "us" and "our") reserves the right to change these Terms, in whole or in part, at our sole discretion, and to provide you with notice of such change by any reasonable means, including without limitation posting revised Terms on the Online Channels. You should always check these Terms prior to using our Online Channels. Your continued use of an Online Channel following the posting of changes to these Terms will mean that you accept those changes.

If you are a Thirty-One Consultant, you agree that your use of the Online Channels is subject not only to these Terms, but also to the terms and conditions contained in your Consultant Agreement with us.

A "Thirty-One Consultant" is an individual:

- who has agreed, pursuant to the terms of a Consultant Agreement, to be a Thirty-One independent consultant;
- who remains an active Thirty-One Consultant in good standing; and
- whose Consultant Agreement or status as a Thirty-One Consultant has not been terminated.

The "Consultant Agreement" means the Thirty-One Independent Sales Consultant Application and Agreement, collectively with the Terms and Conditions of the Consultant Agreement, the Consultant Guidebook, and the Career Path.

## 1. Terms Specific to Users of Mobile Applications

In addition to all the remaining Terms herein, if you are downloading a Mobile Application, you understand and agree that we have no obligation to maintain, support, upgrade or update any Mobile Applications that we provide. It is also possible that, as you download a Mobile Application, you may be asked to agree to terms in addition to these Terms regarding collection of information, including location information or warranties. If there is a conflict between these Terms and the terms you agree to at the time of downloading, the agreed to downloading terms will control. You understand and acknowledge that the terms of agreement with your respective mobile network provider ("Mobile Provider") will continue to apply when using the downloaded Mobile Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Mobile Application and you accept responsibility for any such charges. You acknowledge that if you are downloading a mobile application through Apple iTunes or Google Play, neither Apple nor Google have an obligation to provide any support or maintenance services in relation to our Mobile Applications. If you have maintenance or support questions in relation to one of our Mobile Applications, contact us at 1-866-GIFTS31 or [cags@thirtyonegifts.com](mailto:cags@thirtyonegifts.com).

## 2. Using the Online Channels

We own and operate the Online Channels. The contents of the Online Channels are copyrighted under United States copyright laws. We grant you a limited license to access and make personal use of the Online Channels. No right, title or interest in our Information (defined below) is conveyed to you.

Except as stated in these Terms, none of the material on the Online Channels, including each and every web page and related images, videos, HTML code, scripts, software to provide Mobile Applications or other digital assets (collectively, the "Information") may be copied, reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way. You may not:

- decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, copy or create derivative works from the Online Channels or the Information;
- use any robot, spider, other automatic device, search engine or manual process to monitor or copy the Online Channels or the Information without our prior written consent; use any network monitoring or discovery software to determine any of the Online Channels' architecture, or extract information about its usage or users;

- copy, modify, reproduce, republish, distribute, display, or transmit for commercial, nonprofit or public purposes all or any portion of the Online Channels, except to the extent authorized by us;
- use or otherwise export or re-export the Online Channels or any portion of the Online Channels, the Information or any software available on or through the Online Channels in violation of the export control laws and regulations of the United States of America.

Any unauthorized use of any of the Online Channels or the Information is prohibited.

“Thirty-One” and our other trademarks, trade names, brand names, service marks, logos and trade dress appearing on the Online Channels are our proprietary trademarks, are registered and/or common law trademarks, and are protected by U.S. and international laws and treaties. The use of any of our trademarks, trade names, brand names, service marks, logos or trade dress is strictly prohibited, except as expressly provided by these Terms.

Special Notice: We have a no-tolerance policy regarding the use of our trademarks or names in metatags and/or hidden text. Specifically, the use of our trademarks or names in metatag keywords is trademark infringement, and the use of trademarks or names in page text, metatags, and/or hidden text for purposes of gaining higher rankings from search engines is unfair competition. You may not, without our express written consent, do any of the following:

- link to any web page on any of our Online Channels for the purpose of appearing to be affiliated with or endorsed by us or to gain higher rankings in search engines;
- use any metatags or any other “hidden text” utilizing our name or trademarks; or
- frame, inline link or utilize other techniques to associate or juxtapose any of our trademarks, logos, or other Information with advertisements and/or other information not originating from our Online Channels.

Any unauthorized use terminates your limited license, and we may revoke this limited license at any time for any or no reason. In the event of a violation of these Terms, we reserve the right to seek all remedies available by law and in equity. We retain the right at our sole discretion to deny access to any one to our Online Channels at any time and for any or no reason, including, but not limited to, for violation of these Terms. You are also advised that we will aggressively enforce our intellectual property rights to the fullest extent of the law, including the seeking of civil remedies and criminal prosecution.

### 3. Your Personal Information

Your submission of personal information through the Online Channels is governed by our Privacy Policy, located at <https://www.mythirtyone.com/info/privacypolicy> and these Terms incorporated by reference. You represent and warrant that any information you provide in connection with your use of the Online Channels is true, accurate and complete, and that you will maintain and update the information as needed, so that the information remains true, accurate and complete.

### 4. Registration

You may be required to register with us in order to access certain areas of the Online Channels (referred to as “Accounts”), for example, if you are a Thirty-One Consultant or purchase our products or otherwise initiate Transactions (as defined below in Section 7, “Buying from Our Online Channels”). With respect to any registration, we may refuse to grant you, and you may not use, a user name or email address that:

- belongs to or is already being used by another person;
- may be construed as impersonating another person;
- violates the intellectual property or other rights of any person;
- is offensive; or
- we reject for any other reason in our sole discretion.

You are responsible for maintaining the confidentiality of any password you use to access the Online Channels. You agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Online Channels to any third party. You are fully responsible for all Transactions (including any information transmitted in connection with any Transactions) and other interactions with the Online Channels that occur in connection with your user name. You agree to immediately notify us of any unauthorized use of your password or user name or any other breach of security related to your Account, your user name or the Online Channels. You also agree that you will “log off” and exit from your Account with the Online Channel (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of these obligations.

### 5. Your Behavior

We expect users of the Online Channels to respect the law as well as the rights and dignity of others. While using the Online Channels, you agree to comply with all applicable laws, rules and regulations. Your use of the Online Channels is conditioned on your compliance with the rules of conduct below. Your failure to comply with these rules of conduct may result in termination of your access to the Online Channels. You agree that you will not post, transmit, redistribute, upload, or promote any communications, content or materials that:

- contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another’s computer;
- are unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable;
- infringes our or any third party’s intellectual property or other rights, or any confidential, proprietary or trade

secret information of any third party;

- contain images of or are photographs of people who have not given permission for their photographs to be uploaded;
- contain chain letters or pyramid schemes;
- contain any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals or entities;
- impersonate any person, business or entity, including our company and our employees, consultants and agents;
- encourage conduct that would constitute a criminal offense;
- display adult nudity or inappropriate child nudity;
- give rise to civil liability;
- otherwise violate any law; or
- in doing so, amounts to any conduct that, in our judgment, restricts, impairs, interferes or inhibits any other user from using or enjoying the Online Channels or our related services and products.

Additionally, you acknowledge and agree that you (and not us) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use our Online Channels, and for paying all charges related to using our Online Channels.

#### 6. Chances to Win and Similar Promotions

Any sweepstakes, contest, or similar promotion made available through our Online Channels may be governed by specific rules that are separate from these Terms. By participating in any sweepstakes, contest, or promotion, you agree to become subject to those rules, which may vary from these Terms. We urge you to read the applicable rules, if any, which will be linked from the sweepstakes, contest, or promotion.

#### 7. Buying from Our Online Channels

If you wish to purchase any product or service or to make a payment to your Account through our Online Channels (each purchase or other exchange is a "Transaction"), you may be asked to supply certain information about your Transaction, including without limitation your credit card number, your credit card verification or other security code, the expiration date of your credit card, your billing address and your shipping information. We will treat any information you provide through our Online Channels in accordance with these Terms and the Privacy Policy. We may need to verify the information you provide before your Transaction can be acknowledged or completed. You represent and warrant that you have the legal right to use any credit card(s) or other payment means used to initiate any Transaction.

We reserve the right, with or without prior notice, to:

- change product or service descriptions, images and references;
- limit the available quantity of any product or service;
- honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code, incentive offer or other promotion;
- prevent or prohibit any user or customer from making any or all Transaction(s); and/or
- refuse to provide any user or customer with any product or service.

The price and availability of any product or service offered through our Online Channels are subject to change without notice, and we will not be responsible for errors, inaccuracies or omissions in the prices or descriptions of any products or services. We have made every effort to display as accurately as possible the colors, styles and features of our products that appear on our Online Channels; however, the actual color, styles and features you will see will depend on many factors, including your device, and we cannot guarantee that your device will accurately display our colors, styles and features. The inclusion of any products on our Online Channels does not imply or warrant that these products will be available over the internet at any particular time.

Refunds and exchanges will be subject to our refund and exchange policies in effect at the time the Transaction is made. You agree to pay all charges that may be incurred by you or on your behalf through our Online Channels, at the price(s) in effect when the charges are incurred, including without limitation all shipping and handling charges. You are also responsible for any taxes that may be applicable to your Transactions.

#### 8. Our Consultants and Their Personalized Sites

Thirty-One Consultants are our independent third party contractors and are not otherwise affiliated with us. We are not responsible or liable for the statements, acts or omissions of Thirty-One Consultants, whether through or in connection with the Online Channels, "offline," or otherwise. Without limiting the foregoing, we enable Thirty-One Consultants to create personalized online sites that contain Thirty-One branding and content and that may share URLs with our Online Channels. You acknowledge and agree that we have no control over, and are not responsible or liable for, any text, images, or other information or materials posted by Thirty-One Consultants to such personalized online sites or any customizations made by Thirty-One Consultants to such personalized online sites (such information, materials, and customizations) or any materials communicated by a Thirty-One Consultant to you. We have not taken any steps to confirm the accuracy or reliability of any such information or other materials communicated by a Thirty-One Consultant to you, and we make no representations or warranties as to the security of any communications between you and any Thirty-One Consultant.

## 9. User Submissions

The Online Channels may from time to time permit the submission of user-submitted text, comments, suggestions, artwork, photographs, product ideas, music, video, audio, images and other communications and materials ("User Submissions"). You understand that such User Submissions may be accessed and viewed by others, including by the general public, and, whether or not such User Submissions are published, Thirty-One does not guarantee any confidentiality with respect to any User Submissions. You are solely responsible for your own User Submissions and the consequences of publishing them on the Online Channels.

Any submitted Users Submissions may not include "Prohibited Content." Generally, Prohibited Content includes Content or other material that:

- Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;
- Consists of copyrighted material used without the express permission of the owner or material that has been altered so that the copyright, trademark or other proprietary notice is removed;
- Violates or otherwise encroaches on the rights, including the intellectual property, publicity or personal rights, of others;
- Contains viruses, worms, corrupt files, Trojan horses or other forms of corruptive code, or any other content which may compromise the Services (collectively "Corruptive Code");
- Advocates illegal activity;
- Violates any law or regulation;
- Harms anyone, including minors; or,
- Provides a link to any of the above.

By submitting User Submissions, you hereby grant to Thirty-One an unrestricted, nonexclusive, perpetual, royalty-free, worldwide, transferable and irrevocable license and right, with rights of sublicense, but not the obligation, to use, edit, alter, copy, reproduce, disclose, publicly display, publish, remove, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit the User Submissions, in whole or in part, in any form, media or technology, now known or hereafter developed including, without limitation, broadcast and cable television, radio, mobile transmission, and the Internet, for any purpose whatsoever including, without limitation, advertising, promotion, entertainment or commercial purposes, without any payment to or further authorization by you, and in in connection with the production or provision of any product or service you request or to show you how your User Submissions would appear in our products or services. Under the license granted herein, Thirty-One shall be free to use any ideas or concepts contained in the User Submissions without further attribution, compensation or notice to you. Thirty-One does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein.

In connection with User Submissions, you affirm, represent, and warrant to Thirty-One that: (i) the content of your User Submission(s) is original (no lifts from previously published material, including music); (ii) you own all right, title and interest to your User Submission(s) and have the sole and exclusive right (including all intellectual property and other proprietary rights embodied by the User Submissions or represented by such User Submissions) to license all of the rights therein to Thirty-One as set forth above; (iii) use of your User Submission(s) on the Online Channels or otherwise by Thirty-One, in whole or in part, do not and will not infringe upon the rights of any third party including, without limitation, any intellectual property or privacy rights; and (iv) you consent to the use of your likeness, and you have obtained written permission from any other person named, photographed or otherwise depicted or whose voice is used in your User Submission(s) which will allow Thirty-One to utilize the User Submission(s) without compensation or objection. For clarity, Thirty-One does not claim ownership of your User Submissions.

While you will retain ownership of your User Submissions, please note that any template, layout or other product in which you arrange or organize such User Submission through tools and features made available through our Online Channels are not proprietary to you, and the rights to such template, layout or product will remain with Thirty-One.

You further agree that you will not submit any material, communications or content that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner(s) to do the same and to grant Thirty-One all of the license rights granted herein.

Thirty-One does not permit copyright infringing activities on the Online Channels, and Thirty-One may remove any materials if properly informed that any such materials infringe on another's copyright rights. Thirty-One will terminate a user's ability to submit User Submissions if, under appropriate circumstances, such user is determined to be a repeat infringer.

Thirty-One also reserves the right to determine in its sole discretion whether User Submissions are appropriate and comply with these Terms and other applicable rules and restrictions and whether or not to allow the uploading and/or removal of any User Submissions. Thirty-One reserves the right to terminate your access to the Online Channels for uploading or attempting to upload such material in violation of the foregoing.

It is our general policy not to accept any unsolicited suggestions for product improvements, new product ideas, or marketing ideas from outside the company. Any unsolicited suggestions or information you send us will be treated as non-proprietary and non-confidential and will become the property of Thirty-One for use without compensation in our sole and unlimited discretion. By submitting product ideas to us, you are irrevocably licensing to us the unrestricted right to copy, modify, publish and publicly distribute that product idea, with or without naming you as the author or contributor, in our discretion. If you do not agree with the foregoing, please do not submit, forward or send us any product ideas.

## 10. Notice of Copyright Infringement

While we are not obligated to review User Submissions for copyright infringement, we do not permit copyright infringing activities on our Online Channels and may remove any content of any kind, for example, if properly informed that the content infringes upon another's copyright rights. We may terminate the ability to submit content if, under appropriate circumstances, a person submitting content to the Online Channels is determined to be a repeat infringer.

If you are a copyright owner or an agent thereof and believe that any content on our Online Channels infringes upon your copyrights, you may notify our Designated Agent, in writing using the following contact information:

**Name of Designated Agent to Receive Notification of Claimed Infringement:** Sherri Dahl

**Full Address of Designated Agent to Which Notification should be Sent:** P.O. Box 789, Westerville, OH 43086-0789

**Telephone Number of Designated Agent:** 614-414-4300

**Email of Designated Agent:** [legal@thirtyonegifts.com](mailto:legal@thirtyonegifts.com)

Under Title 17, United States Code, Section 512(c)(3)(A), your notice of claimed copyright infringement to our Designated Agent must be in the form of a written communication that includes the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
- Identification of the location where the original or an authorized copy of the copyrighted work exists;
- Identification of the material that is claimed to be infringing and a description of the infringing activity and information reasonably sufficient to permit Us to locate the same;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements above, your notice may not be valid.

#### 11. Linking

Links may be established from our Online Channels to one or more external websites or resources operated by third parties (the "Third Party Sites"). None of these links should be deemed to imply that we endorse the Third Party Sites or their content. Unless the link is to another Thirty-One Website, we do not control and are not responsible or liable for any Third Party Sites or any content, advertising, products, or other materials on or available from such Third Party Sites. Access to any Third Party Sites is at your own risk and we will have no liability arising out of or related to Third Party Sites and/or their content or for any damages or loss caused or alleged to be caused by or in connection with any purchase, use of or reliance on any such content, goods, or services available on or through any such Third Party Site.

#### 12. Disclaimer

ONLINE CHANNELS: THE ONLINE CHANNELS, THE MATERIALS, THE CONTENT AND THE RELATED SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ONLINE CHANNELS, THE MATERIALS, THE CONTENT AND THE RELATED SERVICES AND PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH THE ONLINE CHANNELS. ANY RELIANCE ON OR USE OF THESE MATERIALS IS AT YOUR SOLE RISK. WE MAKE NO REPRESENTATION OR WARRANTY:

- REGARDING THE STATEMENTS, ACTS OR OMISSIONS OF ANY THIRTY-ONE CONSULTANTS;
- THAT THE ONLINE CHANNELS WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO THE ONLINE CHANNELS WILL BE UNINTERRUPTED, ERROR FREE OR SECURE;
- THAT DEFECTS OR ERRORS WILL BE CORRECTED;
- THAT USE OF THE ONLINE CHANNELS WILL PROVIDE SPECIFIC RESULTS; OR
- THAT THE ONLINE CHANNELS OR THE SERVERS OR NETWORKS THROUGH WHICH THE ONLINE CHANNELS ARE MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

While we try to maintain the integrity and security of the Online Channels and the servers from which the Online Channels are operated, the Online Channels may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Online Channels. If you become aware of any unauthorized third party alteration to the Online Channels, contact us at [cags@thirtyonegifts.com](mailto:cags@thirtyonegifts.com) with a description of the materials at issue and the URL or location on the applicable Online Channels where these materials appear.

### 13. Limitation of Liability

IN NO EVENT SHALL THIRTY-ONE, ITS SUBSIDIARIES OR AFFILIATES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, AGENTS OR REPRESENTATIVES (THE FOREGOING ENTITIES, COLLECTIVELY, THE "THIRTY-ONE ENTITIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF:

- THESE TERMS;
- THE ONLINE CHANNELS;
- YOUR USE OF OR INABILITY TO USE THE ONLINE CHANNELS; OR
- THE ACTS OR OMISSIONS OF THIRTY-ONE CONSULTANTS, IN EACH EVENT, EVEN IF THIRTY-ONE OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS, TRANSMISSIONS OR DATA OR FOR ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY (INCLUDING WITHOUT LIMITATION ANY THIRTY-ONE CONSULTANT), OR ANY INFRINGEMENT BY A THIRD PARTY OF ANOTHER'S INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN AGREEMENT, TORT OR OTHERWISE) ARISING FROM OR RELATED TO THESE TERMS, THE ONLINE CHANNELS, OR YOUR USE OF OR INABILITY TO USE THE ONLINE CHANNELS EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING OR ACCESSING THE ONLINE CHANNELS.

### 14. Indemnification

You will indemnify and hold the Thirty-One Entities harmless from and against any and all claims, actions, demands, causes of action and other proceedings arising from or related to any of the following (the "Claims"):

- your use of, inability to use, or activities in connection with the Online Channels;
- any violation of these Terms or any other Thirty-One terms, conditions or policies by you or through any Account you may have with the Online Channels;
- any Transaction;
- any allegation that any submission or other materials that you make available through the Online Channels infringe or otherwise violate the intellectual property, privacy, or other rights of any third party; or
- your violation of any rights of any Online Channel visitor, user, or customer, or any other third party.

You agree to reimburse the Thirty-One Entities on demand for any damages, losses, costs, judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any Claims.

### 15. Termination and Enforcement

These Terms are effective until we terminate them. You agree that we, at our sole discretion, may terminate your access to Accounts and use of the Online Channels that are accessed through your Account ("Account Channels"), at any time and for any reason. Upon any such termination, your right to use the Accounts and Account Channels will immediately cease. You agree that any termination of your access to or use of the Accounts and Account Channels may be effected without prior notice, and that we may immediately deactivate or delete any user name and/or password you used or provided, and all related information and files associated therewith, and/or bar any further access to such information or files. You agree that we will not be liable to you or any third party for any termination of your access to the Accounts and Account Channels or to any such information or files, and will not be required to make such information or files available to you after any such termination. We reserve the right to take steps that we believe are necessary or appropriate to enforce and/or verify compliance with these Terms (including without limitation in connection with any legal process relating to your use of the Online Channels and/or a third party claim that your use of the Online Channels is unlawful or violates such third party's rights).

### 16. Legal Notice For New Jersey Residents

Under the New Jersey Truth-in-Consumer Contract, Warranty and Notice ACT ("TCCWNA"), N.J.S.A. 56:12-14 et seq., consumers may not be offered any written contract which includes any provision that violates any clearly established legal right of a consumer, or responsibility of a seller, as established by state or federal law. In addition, under the TCCWNA, no consumer contract may state that any of its provisions are or may be void, unenforceable or inapplicable in some jurisdictions without specifying which provisions are or are not void, unenforceable or inapplicable in New Jersey. Therefore, the following provisions of these terms shall not be applicable to New Jersey residents: (1) in the "Disclaimers" and "Limitation of Liability" Sections, (a) the provision concerning the exclusion or limitation of certain damages is not applicable to New Jersey residents with respect to punitive damages, loss of data, and loss of or damage to property, and (b) the provision concerning limiting Thirty-One's liability for any loss or damage is not applicable to New Jersey residents to the extent Thirty-One was negligent or has breached our obligation to you; and (2) in the "Indemnification" Section, the provision concerning the indemnification by you is not applicable to New Jersey residents unless you were negligent or have breached these Terms of Use.

### 17. Information or Complaints

We are located at P.O. Box 789, Westerville, OH 43086-0789. Please feel free to contact us to resolve a complaint regarding any aspect of our service by writing to this address or sending an email to [cags@thirtyonegifts.com](mailto:cags@thirtyonegifts.com).

### 19. Governing Law

These Terms are governed by the laws of the State of Ohio, without giving effect to its conflict of laws provisions. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in Columbus, Ohio, for any action, suit or proceeding arising out of or relating to these Terms or your use of Online Channel, including related services or products.

#### 18. General Information

These Terms constitute the entire agreement between you and us and govern your use of the Online Channels. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, then you agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Online Channels or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### 19. Miscellaneous

No agency, partnership, joint venture, or employment is created as a result of these Terms. You do not have any authority of any kind to bind us in any respect whatsoever. The failure of either party to exercise in any respect any right provided for in these Terms will not be deemed a waiver of any other rights under these Terms. We will not be liable for any failure to perform our obligations under these Terms if the failure results from any cause beyond our reasonable control, including without limitation, mechanical, electronic, or communications failure or degradation. You may not assign, transfer, or sub-license these Terms without our prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

#### 20. Promotional Text Alerts

By texting JOIN to our short code, you consent to receive periodic autodialed marketing text messages with first notice of promotions/deals/specials and/or event reminders to the mobile number provided from Thirty-One Gifts LLC. Consent is not required for purchase. Message frequency may vary. Message and data rates may apply, and you should check the rates of your mobile carrier. Neither Thirty-One Gifts nor carriers (including T-Mobile) are liable for delayed or undelivered messages. You can text STOP to the short code to opt out of or end text communications from Thirty-One Gifts LLC. You can also call 1-866-443-8731 to opt out of receiving text messages. For help, text HELP to the short code. Terms and Conditions and Privacy information is available at <https://www.mythirtyone.com/us/en/info/termsfuse> & <https://www.mythirtyone.com/us/en/info/privacypolicy> respectively.

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