

THE COLLECTIVE BOUTIQUE, LTD.

TERMS OF USE

Last Updated: October 23, 2020

Welcome to our Terms of Use (these “Terms”). These Terms are important and affect your legal rights, so please read them carefully.

By (a) accessing or using the websites, mobile applications or blogs (collectively, the “Sites” of NarrativeBoutique.com, PoeticTea.com, RetrospectDigital.com, and CollectiveBoutiques.com) provided by or on behalf of The Collective Boutique, Ltd. or our subsidiaries or other affiliates (collectively, “The Collective Boutique,” “we,” “us” or “our”) that link to these Terms or (b) ordering, receiving or using products or services offered by The Collective Boutique through the Sites or through any third party retailer, online or e-commerce platform, mobile application, blog or other third party channel (collectively, “Third Party Channels”) ((a) and (b) together, the “Products”), you agree to be bound by these Terms and all of the terms incorporated herein by reference, including our Privacy Policy. If you do not agree to these Terms, you may not access or use the Sites, order, receive or use the Products.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. If you are using the Sites on behalf of any person or entity, you represent and warrant that you are authorized to accept these Terms on such person or entity’s behalf and that such person or entity agrees to be responsible to us if you or such person or entity violates these Terms.

The Collective Boutique reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Sites or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Sites or order, receive or use Products, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or order, receive or use the Products. If you do not agree to the revised Terms, you may not access or use the Sites or order, receive or use the Products.

1. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

2. Eligibility

By using the Sites, you represent and warrant that you (a) are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use the Sites, (b) have not been previously suspended or removed from the Sites, or engaged in any activity

that could result in suspension or removal from the Sites, and (c) have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party.

3. Registration, Account and Communication Preferences

To access and use certain areas or features of the Sites, you will need to register for an account. By creating an account, you agree to (a) provide accurate, current and complete account information, (b) maintain and promptly update, as necessary, your account information, (c) maintain the security of your account credentials, (d) be responsible for the acts or omissions of any third party who has authority to access or use the Sites on your behalf, and (e) immediately notify us if you discover or otherwise suspect any security breaches related to the Sites or your account. You further understand and agree that The Collective Boutique may take actions we deem reasonably necessary to prevent, respond to, pursue or remedy suspected or actual fraud and abuse, including without limitation, termination or suspension of your account.

By providing your email to us through the Sites or in connection with your order, receipt or use of our Product(s), you consent to receive electronic communications from The Collective Boutique (e.g., via email or by posting notices to the Sites). These communications may include notices about your order or account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

By providing your mobile phone number to us through the Sites or in connection with your order, receipt or use of our Product(s), you consent to receive calls or text messages at any such phone number sent by or on behalf of The Collective Boutique, including autodialed calls and/or text messages, for marketing, promotional, operational or transactional purposes, such as updates on the delivery status of your order of our Product. You may opt out of marketing and promotional calls or messages by following the applicable unsubscribe instructions provided to you. Following such opt-out, you may continue to receive calls or messages for a short period of time while The Collective Boutique processes your request. Standard message and data rates applied by your mobile phone carrier may apply to the text messages we send you.

4. Terms of Sale

4.1. Products or Services

Our Products or services may have limited quantities and are subject to return or exchange only according to Section 4.7 of these Terms. We have made every effort to display as accurately as possible the colors and images of our products but cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right

on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

4.2. Subscriptions; Continuous Subscriptions; Cancellation Policy

Subscriptions. We offer a variety of subscription plans for our Products (each, a "Subscription"). The number and variety of Products you receive and the amount you are charged may vary from time to time depending on the selections you make. Changes to your Subscription, or other choices you may make may also result in changes to any applicable shipping and handling charges and delivery times. If we change the prices or other charges associated with our various Subscription plans, we will provide you with notice of such changes, such as by email or a notice posted on our Sites. For more information about our Subscriptions, please visit the Subscription Guidelines page on our corresponding website.

Continuous Subscriptions. WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) THE COLLECTIVE BOUTIQUE (OR OUR THIRD-PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU ON A MONTHLY BASIS, AS APPLICABLE, FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) FOR AS LONG AS YOUR SUBSCRIPTION CONTINUES, (B) THE AMOUNT YOU ARE CHARGED AND THE NUMBER AND VARIETY OF PRODUCTS YOU RECEIVE IN EACH SHIPMENT MAY VARY DEPENDING ON THE PREFERENCES YOU SELECT, AND (C) YOUR SUBSCRIPTION IS CONTINUOUS, UNLESS OTHERWISE SET FORTH ON THE SUBSCRIPTION GUIDELINES PAGE, UNTIL YOU CANCEL IT OR WE SUSPEND OR STOP PROVIDING ACCESS TO THE SITES OR APPLICABLE PRODUCTS IN ACCORDANCE WITH THESE TERMS.

Cancellation Policy. YOU MAY CANCEL YOUR SUBSCRIPTION BY EMAILING sara@collectiveboutique.net AND FOLLOWING THE INSTRUCTIONS IN OUR RESPONSE. YOU WILL BE RESPONSIBLE FOR ALL CHARGES (INCLUDING ANY APPLICABLE TAXES AND OTHER CHARGES) INCURRED WITH RESPECT TO ANY ORDER IDENTIFIED AS "PROCESSING" OR "SHIPPED" PRIOR TO THE CANCELLATION OF YOUR SUBSCRIPTION.

In the event you cancel your Subscription, please note that we may still send you promotional communications about The Collective Boutique, unless you opt out of receiving those communications by following the unsubscribe instructions provided therein.

4.3. Third Party Purchases. From time to time, certain of our Products may be offered through a Third Party Channel (each, a "Third Party Purchase"). Your use of or interaction with any Third Party Channel are solely between you and the third party. The Collective Boutique does not control or endorse, and makes no representations or warranties regarding any Third Party Channel. Third Party Channels may impose their own terms, policies or processes ("Third Party Terms"),

separate from these Terms, and you should carefully review those Third Party Terms. Your access to and use of such Third Party Channels and your acceptance of Third Party Terms is at your own risk.

4.4. Payment and Billing Information

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your subscription or other purchase (including any applicable taxes and other charges) (collectively, as applicable, an "Order"). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Order may be suspended or cancelled. You must resolve any payment method problems before we proceed with your Order. If a payment is not successfully settled and you do not edit your payment method information or cancel your Subscription or purchase of a Product, as applicable, you remain responsible for any uncollected amounts and, with respect to your Subscription, authorize us to continue billing the payment method, as it may be updated.

You acknowledge that the amount billed may vary due to promotional offers, preferences you select, changes you make to your Subscription, purchase of a Product, or changes in applicable taxes or other charges, and you authorize us (or our third party-payment processor) to charge your payment method for the corresponding amount.

Notwithstanding anything provided above, for the purposes of this Section 4.4, any Third Party Purchase will be billed and charged in accordance with the applicable Third Party Terms.

4.5. Shipping and Handling

You agree to pay any shipping and handling charges shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the charges applicable to you before you make your purchase. Generally, shipping is handled by a third party courier. When you purchase a Product from our Sites, any shipping times shown are estimates only. Actual delivery dates may vary. You agree that you will not obtain, or direct shipment of, a Product for export.

All Products purchased from us are made pursuant to a shipment contract. This means that when you purchase a Product that is fulfilled by one of our third party fulfillment partners title to and the risk of loss of such Product passes to you upon the fulfillment partner's delivery of such Product to the third party courier, and when you purchase a Product that is fulfilled by us title to and the risk of loss of such Product passes to you upon the third party courier's delivery of such Product to you.

Notwithstanding anything provided above, for the purposes of this Section 4.5, shipping and handling for any Third Party Purchase will be made in accordance with and subject to the applicable Third Party Terms.

4.6. No Resale

You are not permitted to resell or otherwise use the Products for commercial purposes.

4.7. Returns, Replacements, Refunds, and Credits

If you are dissatisfied with any Product you purchased you may return such Product within thirty (30) days of the date you received such Product by contacting sara@collectiveboutique.net and following the shipping instructions we provide; provided that all such returned Products must be unused and in their original packaging. After we receive such returned Product, we will issue you a refund for the price you paid for such Product (less any applicable shipping and handling charges). The Collective Boutique does not take title to the returned Product until such Product arrives back at The Collective Boutique or its third party designee's fulfillment center, as applicable.

Notwithstanding anything provided above, for the purposes of this Section 4.7, returns of and refunds for any Third Party Purchases will be subject to the applicable Third Party Terms. If you are dissatisfied with any Third Party Purchases, please contact the applicable Third Party Channel for their return and refund policies.

5. License to Access and Use Our Sites and Content

Unless otherwise indicated in writing by us, the Sites and all content and other materials contained therein, including, without limitation, The Collective Boutique logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of The Collective Boutique or our licensors or users, as applicable, and are protected by U.S. and international copyright laws.

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable license to access and use the Sites and Content. However, such license is subject to these Terms and does not include any right to (a) sell, resell or use commercially the Sites or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Sites or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than the page caching) any portion of the Sites or Content, except as expressly permitted by us, and (f) use the Sites or Content other than for their intended purposes. Any use of the Sites or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by us, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of The Collective Boutique or any third party, whether by estoppel, implication or otherwise. This license is revocable at any time.

6. Trademarks

"The Collective Boutique," The Collective Boutique logo, "The Narrative Boutique", The Narrative Boutique logo, "Poetic Tea", the Poetic Tea logo, "Retrospect Digital", the Retrospect Digital logo, "Tattered and Mod", the Tattered and Mod logo, and any other The Collective Boutique product or service names, logos or slogans that may appear on the Sites or Products are trademarks of The

Collective Boutique and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “The Collective Boutique” or any other name, trademark or Product or service name of The Collective Boutique without our prior written permission. In addition, the look and feel of the Sites and Products, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of The Collective Boutique and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, Product names and company names or logos mentioned on the Sites or Products are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any Products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by The Collective Boutique.

7. User Comments, Feedback, Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

8. Third Party Content

We may display content, advertisements and promotions from third parties through the Sites or in shipments with Products (collectively, “Third Party Content”). We do not control, endorse or adopt any Third Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties.

9. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless The Collective Boutique and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

10. Limitation of Liability; Release

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COLLECTIVE BOUTIQUE OR OUR SUPPLIERS AND AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITES OR PRODUCTS, EVEN IF THE COLLECTIVE BOUTIQUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITES AND PRODUCTS IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOME JURISDICTIONS 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.

You hereby release and forever discharge The Collective Boutique (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to the Sites and Products (including any interactions with, or act or omission of, other Site users). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

11. Modifications to the Sites and Products

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Sites (or any features or parts thereof) or the provision of the Products at any time.

12. Governing Law and Venue

These Terms, your access to and use of the Sites and your order, receipt and use of the Products shall be governed by and construed and enforced in accordance with the laws of the State of

Colorado, without regard to conflict of law rules or principles (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that cannot be heard in small claims court shall be resolved in the state or federal courts of the State of Colorado and the United States, respectively, sitting in the State of Colorado, County of Denver.

13. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to order, receive and use the Products, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

14. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

15. Miscellaneous

These Terms constitute the entire agreement between you and The Collective Boutique relating to your access to and use of the Sites and your order, receipt and use of Products. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of The Collective Boutique. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and The Collective Boutique's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.