

Terms of Service

Viobin Products, LLC – Terms and conditions of use

FOR VIOBIN PRODUCTS ONLINE GOODS

Last Modified: October 1, 2025

THESE TERMS AND CONDITIONS (the “Terms”), together with any documents expressly incorporated herein, govern the relationship and interaction between you (“you”, “your”, “User”) and Viobin Products, LLC and its affiliates (“Viobin Products,” “we,” “us,” or “our”) and your use of the <https://www.staging-newviobin.temp513.kinsta.cloud/>, <https://staging-newviobin.temp513.kinsta.cloud/>, and <https://www.box.staging-newviobin.temp513.kinsta.cloud/> websites (the “Websites”) provided by Viobin Products, LLC (collectively, the “Agreement”). The Websites provide information about Viobin’s products, suggests ways to best use the Viobin products, and the ability to purchase Viobin’s products through the Websites (the “Services”).

Please read carefully through all sections of these Terms. Your access to and use of the Websites is subject to these Terms and all applicable laws. These Terms may be changed by us from time to time without notice to you and the governing version will be posted on the Websites. Please review the posted Terms on a regular basis as your use of the Websites will be governed by the then-current Terms of Use and Privacy Policy. The Privacy Policy is expressly incorporated herein by reference and can be found here.

IMPORTANT: PLEASE READ CAREFULLY

BY ACCESSING THE WEBSITES, PLACING AN ORDER FOR THE PURCHASE OF ANY PRODUCTS OR SERVICES THROUGH OR VIA THE WEBSITES, OR CHECKING THE BOX TO AGREE TO THESE TERMS, YOU:

- 1. ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT;**
- 1. REPRESENT AND WARRANT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE;**

III. REPRESENT AND WARRANT THAT YOU ARE A RESIDENT OF A STATE THAT PERMITS THE PRODUCTION AND SALE OF INDUSTRIAL HEMP PRODUCTS; AND

- 1. UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDIES. THE PROVISIONS BELOW FORM THE ESSENTIAL BASIS OF OUR AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS AND USE THE WEBSITES, AND MAY NOT PLACE ANY ORDERS FOR THE PURCHASE OF PRODUCTS OR SERVICES VIA THE WEBSITES.

- Agreement to Terms and Compliance with Applicable Laws**

The Websites are offered and available to all users; provided, however, that any Services involving the sale of CBD products on the Websites are only available to individuals who reside in jurisdictions permitting the production and sale of Industrial Hemp (as defined in the 2018 Farm Bill). By purchasing CBD products on the Websites, you represent and warrant that you are a resident of a jurisdiction that permits the production and sale of Industrial Hemp. If you are not a resident of one of these jurisdictions, you may not purchase CBD products on the Websites.

At all times when using the Websites or any Services provided on the Websites, you shall comply with all applicable laws during your use of the Websites, or products or Services from the Websites including, but not limited to, Food and Drug Administration (FDA) regulations.

It is entirely your responsibility to know if accessing and buying Viobin products are legal where you reside. Accessing the Viobin Site and purchasing its products is at your own risk; you are 100 percent liable for all applicable laws, regulations, treaties, and rules compliance.

Viobin has no obligation to advise, assist, defend, release, or hold you harmless from any civil, criminal, or administrative investigations, proceedings, or penalties in connection with your use of the products or Websites.

- Accessing the Website**

We do not allow persons under the age of eighteen (18) to use the Websites. By using the Websites, you represent and warrant that you are eighteen (18) years of age or over.

Viobin Products, LLC reserves the right to withdraw or amend the Websites and any Services or information we provide on the Websites, in its sole discretion without notice.

Viobin will not be liable if for any reason all or any part of the Websites are unavailable at any time or for any period. From time to time, Viobin may restrict access to some or all parts of the Websites.

You are responsible for both:

- **Making all arrangements necessary for you to have access to the Websites; and**
- Ensuring that all persons who access the Websites through your internet connection are aware of these Terms and comply with them.

To access the Websites or some of the resources offered on the Websites, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites that all the information you provide on the Websites is correct, current, and complete. You agree that all information you provide including, but not limited to, through the use of any interactive features on the Websites, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Websites or portions of the Websites using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Viobin has the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms.

- **Online Purchasing**

In some cases, you may order products on the Websites. If you choose to purchase Viobin's products through the Websites, Viobin's standard Terms apply.

- **License Grant**

Viobin hereby grants the following license to access and use the Websites:

- If you are an individual, then Viobin grants you a non-exclusive, non-transferable, non-sublicensable, and limited license to access and use the Websites for your personal, non-commercial use; or
- If you are an entity, then Viobin grants you a non-exclusive, non-transferrable, non-sublicensable, and limited license to access and use the Websites for solely for your internal business purposes, including purchasing products that may be integrated into or are the product packaging for your final product offering.
- **Intellectual Property Rights**

The Websites and all content, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, and all data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, graphics, and the HTML code used to generate the pages (collectively, “**Materials and Content**”) are owned by Viobin, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Viobin name, the Viobin logo, and all related names, logos, product and service names, designs and slogans are trademarks of Viobin or its affiliates or licensors (the “Viobin Marks”). To the extent our products bear the Viobin Marks, you may resell Viobin’s products only as they are incorporated into or comprise all or a portion of the packaging of your final product offering. You may not otherwise use the Viobin Marks without our prior written consent. All other names, logos, product and service names, designs and slogans on the Websites are the trademarks of their respective owners, and you shall have no right to use these third-party marks unless you obtain the consent of such third-party mark owner.

Except for the licenses expressly granted herein, nothing in the Websites shall be interpreted as granting any license to use any image, trademark, logo, or service mark contained therein. These Terms permit you to use the Websites for your personal, internal, and limited commercial uses for your internal business purposes only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the materials on the Websites, except as follows:

- **Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.**
- You may store files that are automatically cached by your Internet browser for display enhancement purposes; and

- You may print or download one copy of a reasonable number of pages of the Websites for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You shall not:

- **Modify copies of any materials from the Websites; or**
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

No right, title, or interest in or to the Websites, or any content on the Websites, is transferred to you, and Viobin reserves all rights not expressly granted herein. Any use of the Websites not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws and may result in the termination of your access and use of the Websites.

- **Your Use of the Websites and Products**

We reserve the right, for any reason or for no reason, in our sole discretion and without notice to you, to revise the products and services described on the Websites and to terminate, change, suspend or discontinue any aspect of the Websites, including, but not limited to, the Materials and Content on the Websites as well as features and/or hours of availability of the Websites, and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Websites or restrict your access to part, or all, of the Websites, the products, or services without notice or penalty. We have the right to change these rules and/or limitations at any time, in our sole discretion.

To purchase products or access portions of the Websites or the resources offered on the Websites, you may be asked to provide certain registration details or other information (“**Account Information**”), including but not limited to contact information. If you register for an account with the Websites, it is a condition of your use of the Websites that all Account Information is correct, current, and complete. You agree to update your Account Information in the event of any changes related to your contact information. We may deliver notices to you at the email address provided in your Account Information, and such notices shall be considered delivered when sent, regardless of whether you continue to maintain or use said email address. You agree that all information you provide on the Websites is governed by our [Privacy Policy](#) and you consent to all actions we take with respect to your information consistent with the [Privacy Policy](#).

If you choose, or are provided with, a username, password, or any other piece of information as part of Viobin’s security procedures, you must treat such information as

confidential and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you (or, in the case of an entity, to a single authorized representative of the entity) and agree not to provide any other person with access to the Websites, or to portions of the Websites, using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password, or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Viobin has the right to disable any username, password, or other identifier, whether chosen by User or provided by Viobin, at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

In your use of the Websites, you may have the opportunity to provide information or feedback (collectively, “**User Contributions**”) in connection with the products and which are in public forums visible to other users of the Websites. You understand that by posting information or content in your feedback or submissions in these public forums on the Websites, you represent and warrant that your submission is truthful and that you own or otherwise control all the rights to your submission. You hereby grant Viobin and the other users of the Websites an unlimited, world-wide, and royalty free license to use any User Contributions for any lawful purpose.

At no time shall Viobin Products, LLC be held responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other User of the Websites.

- **Your Communications**

Except to the extent your content or communications to Viobin include Personally Identifiable Information (defined in the Privacy Policy), by forwarding any content or communications to us through the Websites or by other electronic means, you thereby grant us a perpetual, royalty-free, world-wide, irrevocable, non-exclusive license to use, reproduce, modify, adapt, publish, translate, create derivative works from, redistribute, and display such content and communications in any form for the purposes of providing the Services and any purpose tangentially related to the Services. No compensation will be paid to you with respect to our or our sublicensees’ use of your communications. By providing or submitting content, you represent and warrant that you own or otherwise control all of the rights to your submitted content and communications as described in this

section including, without limitation, all the rights necessary for you to submit the content and communications and grant the license above.

- **Prohibited Uses of the Websites and Products**

Except as otherwise expressly provided herein, you may not use, download, copy, print, display, perform, reproduce, publish, modify, delete, add to, sell, lease, license, create derivative works from, reverse engineer, post, transmit, distribute or otherwise exploit any Materials and Content from the Websites in whole or in part, for any public or commercial purpose without the specific prior written permission of Viobin. You may not make use of the Websites for the benefit of another business unless explicitly permitted by us in advance in writing.

You shall not upload to, distribute, or otherwise publish through the Websites any Materials and Content, information, or other material that (i) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (ii) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (iii) includes any bugs, viruses, worms, trap doors, trojan horses or other harmful code or properties.

You further agree not to:

- Use the Websites or any of the Materials and Content, goods, or services any way that violates any applicable federal, state, local or international law or regulation (including, and without limitation, any laws regarding the illegal transfer of federally controlled substances across state or international borders);
- Use the Websites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites;
- Use any robot, spider or other automatic device, process or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites;
- Use any manual process to monitor or copy any of the material on the Websites or for any other unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Websites;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Websites, the server on which the Websites are stored, or any server, computer or database connected to the Websites;
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Websites.

We reserve the right to refuse service, terminate accounts, and/or cancel orders at our discretion, including, without limitation, if we believe that customer conduct or use of the Website or products violates applicable law or is harmful to our interests.

- **HEALTH INFORMATION**

THE FOOD AND DRUG ADMINISTRATION (FDA) HAS NOT EVALUATED ANY STATEMENTS OR MATERIALS ON OUR WEBSITES, NOR PRODUCTS WE SELL AND DISTRIBUTE THROUGH OUR ONLINE STORE. NEITHER THE FDA OR ANY REGULATORY AGENCY ENDORSES OR APPROVES ANY PRODUCTS AVAILABLE ON OUR WEBSITES OR PRODUCT INGREDIENTS. OUR PRODUCTS ON THE VIOBIN WEBSITES AND ONLINE STORE SHOULD NOT BE EXPECTED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASES. WE PROVIDE INFORMATION AND MATERIALS ON OUR WEBSITES STRICTLY FOR EDUCATIONAL PURPOSES; YOU SHOULD NOT USE ANYTHING FROM OUR WEBSITES AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE OR CARE. OUR INFORMATION IS NOT INTENDED TO TREAT OR DIAGNOSE ANY HEALTH ISSUES OR ILLNESSES. FOR THOSE WHO ARE PREGNANT, TAKING MEDICATION, NURSING, OR HAVE MEDICAL CONDITIONS, WE FIRMLY ADVISE CONSULTING WITH A HEALTH PROFESSIONAL BEFORE USING VIOBIN CBD PRODUCTS.

- **Copyright Infringement Claims**

Viobin Products, LLC respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Viobin's copyright agent with the following information.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Description of the copyrighted work that you claim has been infringed;
- The location on the Websites of the material that you claim is infringing;
- Your address, telephone number, and e-mail address;

- A statement that your claim of infringement is based on a good faith belief; and
- A statement made under penalty of perjury that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Viobin's copyright agent for notice of claims of copyright infringement on the Websites can be reached as follows: contactus@viobin.com

- **Trademark Infringement Claims**

If you believe in good faith that materials available on the Websites infringe your trademark rights, you or your agent may send Viobin a notice requesting that we remove the material from the Websites or block access to it. All trademark-related notices should be sent to contactus@viobin.com

Changes to this Agreement

We reserve the right to amend the Terms and this Agreement from time to time, without notice, including the right, in its sole discretion, to add products or services to or remove products or services from our websites. You expressly acknowledge and agree that you shall be bound by the then-current version of the Agreement in effect when you use the Websites or submit your order for the purchase of products via the Websites. Therefore, we encourage you to review this Agreement regularly.

Your continued access to and use of the Websites and any associated services constitutes your consent to be bound by, and your acceptance of, the then-current version of the Agreement. Your only option if you do not agree to the terms of the then-current Agreement is to not use the Websites.

- **Order Acceptance and Cancellation; Reservations and Pre-Orders**

You agree that your order is an offer to buy all products and services listed in your order under these Terms. All orders must be accepted by us, or we will not be obligated to sell the products or any services to you. We may choose not to accept any offers to buy in our sole discretion. If we accept your offer to buy, after having received your order, we will send you a confirmation e-mail or communication with your order number, details of the items you have ordered, and confirmation that we have accepted your order. Acceptance of your order and the formation of the contract of sale between Viobin and you will not take place unless and until you have received your order confirmation e-mail or communication.

Certain products listed on the Websites are made available for reservation and pre-order. Your placement of a reservation and pre-order does not create a contract for sale. For each

reservation and pre-order product, we will provide you with our estimated shipping date. By making a reservation and pre-order for a product that is not yet available for sale, you make an offer to Viobin to purchase the product subject to these Terms. You further agree and acknowledge that the product you are pre-ordering has not yet been manufactured and may be subject to changes before it is offered for sale. Viobin may require an advance deposit to be made at the time you place the reservation and pre-order. When the product is offered for sale, Viobin may accept your offer to purchase the product subject to these Terms. At that time, Viobin will bill you for any additional fees applicable to such purchases.

You have the option to cancel your pre-order or order at any time up to 30 days after placing your order by emailing us at contactus@viobin.com

- **Prices and Payment Terms; Reliance on Website Information**

All prices posted on the Websites are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation e-mail. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling (unless otherwise specified). All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation e-mail. We are not responsible for pricing, typographical or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our shipment of an order. We accept major credit and debit cards for all purchases. A listing of specific cards and payment methods that we accept are set forth in the payment section of the checkout page of the Websites, but they are subject to change without notice. You represent and warrant that (i) the payment information you supply to us is true, correct and complete, (ii) you are duly authorized to use such payment method for the purchase, (iii) charges incurred by you will be honored by your bank, credit card, or payment service company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

Product information content, summaries of legal and regulatory status of marijuana laws, or any other Materials and Content presented on or through the Websites is made available solely for general information purposes. Viobin does not warrant the accuracy, completeness, reproducibility, or usefulness of this information. Such information should be independently verified, and any reliance you place on such information is strictly at your own risk. VIOBIN PRODUCTS, LLC DISCLAIMS ALL LIABILITY AND RESPONSIBILITY

ARISING FROM ANY RELIANCE PLACED ON SUCH INFORMATION, MATERIALS AND CONTENT BY YOU, OR BY ANYONE WHO YOU INFORM OF ITS CONTENTS.

We take reasonable measures to keep any information, data, results, or claims presented on or through the Websites current. However, you acknowledge that any information, data, results, or claims presented on or through the Websites may be out of date at any given time and you agree not to rely or make decisions based solely upon the information, data, results, or claims presented on or through the Websites.

- **Shipments; Delivery; Title and Risk of Loss**

We will arrange for shipment of the products to you. Please check the individual product page or the checkout page for specific delivery options. We may, from time to time, offer free or reduced cost shipping on products that you order through the Websites. Free or reduced-cost shipping, when available, will be set forth on the individual product page or the checkout page. Unless otherwise stated at the time when you submit your order to purchase products, you will pay all shipping and handling charges specified during the ordering process.

Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

- **Returns and Refunds**

We will accept a return of the products for (i) an exchange; or (ii) a refund of your purchase price, less the original shipping and handling costs, provided such return is made within thirty (30) days of the shipping date to you (the “**Return Period**”) and provided such products are returned in their original, new condition with no damage. After the Return Period, we will provide no refunds or exchanges for products purchased from us.

To return or exchange products, you must complete and email a Return Merchandise Authorization Request Form (an “**RMA Request Form**”) to our Customer Service Department contactus@viobin.com. We will review your request upon receipt, and if appropriate, provide you with an RMA Number (an “**RMA Number**”). You may request an RMA Request Form from our Customer Service Department via email (contactus@viobin.com). You must obtain an RMA Number before shipping your product. No returns of any type will be accepted, and no refunds or exchanges of any kind will be provided without an RMA Number.

You are responsible for all shipping and handling charges on returned items. You bear the risk of loss or damage during shipment so you may decide to insure your return shipment.

Refunds and exchanges are processed within approximately three (3) business days of our receipt and inspection of your returned product(s). Your refund will be credited back to the same payment method used to make the original purchase. If you request an exchange, the exchanged product will be mailed to you, to the ship-to address that you indicated during the time of your original purchase.

WE OFFER NO REFUNDS OR EXCHANGES FOR PRODUCTS THAT:

- **Are designated on the Websites as non-returnable, including but not limited to, all non-stock bulk products and private label/custom products;**
- Have been customized in any way;
- Have been opened, used, modified, or otherwise tampered with; or
- Have been damaged through no fault of ours or where your return shipment is missing components or parts.
- **DISCLAIMER OF WARRANTY**

THE INFORMATION, SERVICES AND PRODUCTS OFFERED ON OR THROUGH THE WEBSITES AND ANY REFERENCED THIRD-PARTY SITES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THIS INCLUDES ANY LISTING OF ANY THIRD PARTY GOODS OR SERVICE PROVIDER INCLUDED IN THE WEBSITES. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE WEBSITES.

ANY THIRD-PARTY GOODS OR SERVICE PROVIDER IS SUPPLIED AS A CONVENIENCE TO THE USER AND LISTING DOES NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT.

VIOBIN PRODUCTS, LLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT OF THE LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. VIOBIN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITES, OR ANY MATERIAL ON THE WEBSITES IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. VIOBIN DOES NOT WARRANT THAT THE WEBSITES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE.

- **LIMITATION OF LIABILITY**

VIOBIN'S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VIOBIN OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITES OR ANY OTHER MATERIALS, PRODUCTS OR SERVICES PROVIDED TO YOU BY VIOBIN. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. IN NO EVENT SHALL VIOBIN'S LIABILITY TO YOU WITH RESPECT TO ANY MATTER OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE GREATER OF THE AMOUNT PAID BY YOU TO VIOBIN HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT OR ONE-HUNDRED DOLLARS (\$100).

YOU AGREE TO WAIVE AND HOLD HARMLESS VIOBIN AND ITS AFFILIATES, LICENSORS AND SUPPLIERS FROM ANY CLAIMS RESULTING FROM ANY ACTIONS OR OMISSIONS OF THE FOREGOING PARTIES RELATING TO INVESTIGATIONS OR ACTS UNDERTAKEN BY LAW ENFORCEMENT AUTHORITIES.

- **Remedies**

You acknowledge and agree that your sole and exclusive remedy for any and all damages that may arise out of this Agreement shall be limited, at our sole option, to the replacement of the product(s) that you purchase via the Websites or the refund of the original purchase price, less shipping (so long as you comply with the timing and procedures set forth in this Agreement).

- **Goods not for Resale or Export**

You represent and warrant that you are buying products or services from the Websites for your own personal use only, and not for resale or export. Provided, however, to the extent you are using the products or services as a component in your final product offering or all or a portion of your product packaging, you may resell Viobin's products only as they are incorporated into or comprise all or a portion of the packaging of your final product offering.

- **Force Majeure**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our

reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

- **Governing Law and Jurisdiction**

All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Illinois, USA without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

- **Dispute Resolution and Binding Arbitration**

YOU AND VIOBIN PRODUCTS, LLC AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE WEBSITES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this Section 20. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitration will take place in Chicago, Illinois.

The arbitrator will have exclusive authority to resolve any dispute relating to the enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be

available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If either party prevails on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to such party under the standards for fee shifting provided by law.

You agree to arbitration on an individual basis. In any dispute, NEITHER YOU NOR VIOBIN WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The parties agree that the arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The parties agree that the arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

- **Limitation on Time to File Claims**

TO THE EXTENT ALLOWED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

- **No Waivers**

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing, made for the purpose of the waiver, and signed by a duly authorized representative of Viobin.

- **No Third-Party Beneficiaries**

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

- **Privacy**

We respect your privacy and are committed to protecting it. Our Privacy Policy is an integral part of the Terms, and it governs our processing and use of personal data collected from

you in connection with your purchase of products or services through the Websites. You acknowledge and agree to Viobin's collection and use of your Personal Information as described in the Viobin Products, LLC "Privacy Policy."

- **Electronic Communications**

By using the Websites and/or the Services provided on or through the Websites, you consent to receiving electronic communications, including electronic notices, from Viobin. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Websites and/or information provided on or through the Websites. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

- **Severability**

If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

- **Entire Agreement**

These Terms and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

- **Equitable Relief**

You acknowledge and agree that your breach of these Terms would cause Viobin irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which we may be entitled, you acknowledge and agree that we may seek injunctive relief to prevent the actual, threatened, or continued breach of these Terms.

- **Headings**

The headings in these Terms are for reference only and do not affect the interpretation of these Terms.

- **Comments and Concerns**

The Websites are operated by Viobin Products, LLC. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: contactus@viobin.com