

Terms of Service

Effective Date: November 22, 2020

These Terms of Service (“Terms”) are a legal agreement between you, a user of the site ("you" or "your"), and Gypsy Boots, LLC, a California limited liability company (“Gypsy Boots,” “we,” “us,” or “our”), that governs your use of the Gypsy Boots website, gypsyboots.com (the "Site"), including all related webpages, and downloadable materials, information, photos, or other documentation (“Content”) that appears on the Site, or any other Internet site or service on which these Terms are presented (collectively, the “Services”). Gypsy Boots offers the Services to you, subject to and conditioned on your acceptance of these Terms and the Gypsy Boots Privacy Policy, which is found at [<https://www.gypsyboots.com/privacy-policy>] (“Privacy Policy”). You may download a PDF copy of these Terms here.

By accessing, registering for, browsing, clicking a box to signify your consent, or otherwise using the Services, you acknowledge that you have read, understood and agree to be bound by these Terms. We may, at our sole discretion, revise these Terms from time to time, with the revised terms taking effect on the date of posting. Your continued use of the Services after the posting of such revisions constitutes your acceptance of the revised version of these Terms. You should review these Terms on a regular basis, as they are a legally binding agreement between you and Gypsy Boots. **READ ALL OF THESE TERMS PRIOR TO ACCESSING OR USING THE SERVICES. IF YOU DO NOT INTEND TO ACCEPT THESE TERMS OR ENTER INTO A LEGALLY BINDING AGREEMENT WITH GYPSY BOOTS, YOU MAY NOT USE THE SERVICES.**

1. Eligibility for Use of the Services

Any information you provide to Gypsy Boots will be stored and managed as provided in our Privacy Policy and is subject to applicable United States laws and regulations. By accessing, browsing, or using the Site, you expressly consent to the collection, use, storage, processing, and disclosure of your information, including personally identifiable information, as described in our Privacy Policy.

2. Service; Availability

We reserve the right to modify the Service and prices of the Service offered at anytime on our Site. You agree that the Company may attribute all use of your username and password to you and that you are responsible for all activities that occur under your username and password. You must notify us immediately if you suspect any unauthorized use of your account or any other breach of security.

You are responsible for the software, hardware and Internet service needed to access and use the Services. If you access and use the Services on your smartphone, tablet or other mobile device (“Mobile Device”), you are solely responsible for any and all data and other fees related to use of the Services through your Mobile Device.

Gypsy Boots does not guarantee availability of the Service and you may access the Service if and when it is available. The Service may occasionally be down for service, upgrades, maintenance, or other reasons. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Service at any time and without notice.

You represent and warrant that you are at least 18 years of age or the age of legal majority in your jurisdiction, whichever is higher, and have the right, authority, and capacity to accept and agree to these Terms. If you are under age 18 or are otherwise unable to accept and agree to these Terms, you may not use or access the Service. If we discover or have any reason to suspect that you are not at least 18 years

of age or otherwise unable to accept and agree to these Terms, we reserve the right to suspend or terminate your access to the Service immediately and without notice.

3. Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Prices for our produces are subject to change without notice. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Occasionally there may be information on the Site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

4. Purchases Through the Services

Certain features or functionality of the Services may allow you to purchase products or services. You agree to pay for all products and services provided through Gypsy Boots that are ordered through your account. You authorize Gypsy Boots, or its third party payment processor to charge your credit card (or other payment instrument) for any products or services purchased and for any additional amounts (including any applicable taxes, late fees, and associated bank fees) that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing Gypsy Boots with a valid credit card or form of payment for all fees. All fees will be billed to the credit card you designate during the registration process. If you wish to designate a different credit card or form of payment, then you are solely responsible for changing such information online in your account setting. You agree to provide current, complete and accurate purchase and account information for all purchases. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

All purchases made directly through a Gypsy Boots representative or through the Site are final.

You acknowledge your electronic submissions constitute an agreement and an intent to be bound by and pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into on the Services, including notices of cancellation, policies, contracts, and applications. It is your sole responsibility to review and understand all policies, content, and agreements associated with the use of the Services or any products Gypsy Boots may supply.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We 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.

5. Disclaimer of Warranties

THE SERVICES ARE PROVIDED: (1) WITH ALL FAULTS AS-IS AND AS-AVAILABLE; AND (2) WITHOUT ANY ASSURANCE, OR WARRANTY, CONDITION OR DUTY OF OR REGARDING: FUNCTIONALITY; PRIVACY; SECURITY; ACCURACY; AVAILABILITY; REPAIRS; LACK OF: NEGLIGENCE, INTERRUPTION, VIRUSES OR OF OTHER HARMFUL CODE OR TRANSMISSIONS; OR THE NATURE OR CONSEQUENCES OF AVAILABLE CONTENT SUCH AS (WITHOUT LIMITATION) WHETHER SOFTWARE OR OTHER CONTENT IS SUBJECT TO ANY PARTICULAR LICENSE, OR WHETHER IT IS SUBJECT TO ANY RESTRICTIONS OR CONSEQUENCES THAT MIGHT BE TRIGGERED BY ANY EXERCISE OF A RIGHT GRANTED UNDER THESE TERMS. GYPSY BOOTS, OUR AFFILIATES, LICENSORS, SUPPLIERS, AND ADVERTISERS MAKE NO WARRANTY AND HEREBY DISCLAIM, WHETHER IMPLIED OR STATUTORY, ANY WARRANTY, INCLUDING ANY WARRANTY OF TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK, IN CONNECTION WITH YOUR USE OF THE SERVICES, AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. YOU AGREE THAT YOU WILL OBTAIN (INCLUDING, WITHOUT LIMITATION, THROUGH DOWNLOAD) ANY CONTENT ENTIRELY AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING INFRINGEMENT, BREACH OF CONTRACT, CONSEQUENCE OR DAMAGE, INCLUDING (WITHOUT LIMITATION) BODILY INJURY, DEATH, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.

FOR AVOIDANCE OF DOUBT, YOU AGREE THAT YOU MAY NOT RELY, AND GYPSY BOOTS WILL NOT BE LIABLE FOR YOUR RELIANCE, ON ANY INFORMATION OR OPINIONS EXPRESSED ON THE SERVICES. ANY OPINION OR INFORMATION PRESENTED ON THE WEBSITE IS FOR YOUR CONVENIENCE ONLY AND WILL NOT CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

6. User Conduct and Usage Restrictions

By using or accessing the Services, you represent, warrant and agree that you will not:

- do anything that could disable, overburden or impair the proper working of the Services, including any interference with the servers or networks used to make the Services available or any violation of the requirements, procedures, policies, or regulations of such networks;
- restrict or inhibit any person from rightfully using the Services;
- transmit, post to, or make available through the Services any virus, worm, Trojan Horse, easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- use any robot, spider, scraper or other automated means to access any portion of the Services;
- reverse engineer, decompile, or disassemble any portion of the Services;
- send spam or any other unauthorized advertisements or solicitations through or using the Services;
- use an iFrame or offer web search functionality on the Services;
- harvest, collect or use addresses, phone numbers or email addresses or other contact information of users of the Services;
- solicit private information (including social security numbers, credit card numbers and passwords) from users of the Services;

- impersonate any person or entity, including any of our representatives, falsely stating or otherwise misrepresenting your affiliation with any person or entity in connection with the Services, or stating or implying that we endorse any statement you make;
- transmit, post to, or make available through the Services any content that is threatening, hateful, racially or ethnically offensive, or that depicts nudity, pornography or graphic or gratuitous violence, or anything else that we may consider offensive;
- transmit, post to, or make available through the Services any addresses, phone numbers or email addresses or other contact information or private information of any third party or any content that violates the law or anyone's rights, including intellectual property rights or other proprietary rights (such as rights of publicity and privacy);
- transmit, post to, or make available through the Services any false, misleading or fraudulent information;
- intimidate, harass, or violate the rights of any user or other person;
- otherwise do anything that is illegal, infringing, fraudulent, malicious or could expose us or users of the Services to harm or liability; or
- attempt, encourage or facilitate any of the above.

Without limiting any of the foregoing, you may only use the Services for personal noncommercial and lawful purposes. You may not exploit any aspect of the Services for any commercial purpose without prior written and signed authorization from Gypsy Boots. You must comply with all state, local, national and international laws, rules and regulations that apply to the Services, your use of the Services, and any products or services you learn about on the Services or access through the Services.

7. Gypsy Boots' Proprietary Rights

You acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or as authorized by Gypsy Boots or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Services or the Software, in whole or in part.

Subject to your compliance with these Terms, Gypsy Boots grants you a personal, non-transferable and non-exclusive right and license to access and use the Services; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface that is provided by Gypsy Boots for use in accessing the Services.

8. User Content

"User Content" is any information, graphic, text, image, software, sound file, video, communication, data, metadata, photograph, compilation, work in any form or medium, technology (whether now known or later developed) and other materials that are uploaded, submitted, posted, transmitted, modified, linked, shared, stored or otherwise made available to or on the Services by you or other users of the Services. You are responsible for all User Content that you upload, submit, post, transmit, modify, link, share, store or otherwise make available to the Services. You represent and warrant that you own or otherwise control any and all rights in and to the User Content that you upload, submit, post, transmit, modify, link, share, store or otherwise make available and that public posting and use of that User Content by us will not infringe or violate the rights of any third party in any manner.

You acknowledge and agree that we may publish, transmit, perform, display, store, distribute, reproduce, modify, rearrange, create derivative works from, and otherwise use all or any portion of User Content for the purpose of administering the Services and carrying on the business of Gypsy Boots. You further

acknowledge and agree that third parties who provide services to Gypsy Boots may have access to your User Content and use it in connection with their policies and practices and subject to any agreement they may have with Gypsy Boots.

You hereby grant us and our licensees, distributors, agents, representatives and other authorized users, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such User Content, in whole or in part, in all media formats and channels now known or hereafter devised (including on the Services and third party web sites) for any and all purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the "User Content License").

By creating User Content, you represent and warrant that the User Content conform to the User Conduct guidelines set forth in these Terms and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such User Content in all manners contemplated by these Terms (including the User Content License). These Terms (including the User Content License) do not limit any past or future grant of rights, consents, agreements, assignments and waivers you may have made or make with respect to User Content.

You further acknowledge that aspects of the Services may be public and accessible by anyone who visits or uses the Services. In addition to the rights granted to us and our service providers, your use of the Services may allow other users to have access to your User Content which they might copy, modify, distribute, or rely upon even without your express permission to engage in that conduct. Further, you agree to evaluate, and bear all risks associated with, the use of any User Content, including reliance on the accuracy, completeness or usefulness of User Content and any risk that others may be able to identify you based on your User Content.

9. Right to Remove User Content or Block Access

Gypsy Boots generally does not monitor, approve or have any control over any User Content. Nevertheless, Gypsy Boots or its designees, at our discretion, without any obligation and without notice at any time, may screen, filter, restrict, block, move, refuse, disable access to, remove, or modify User Content that does not meet the conduct guidelines described in these Terms or is otherwise objectionable. We may also block your access to the Services in the event that (a) you breach these Terms; (b) we are unable to verify or authenticate information you provide to us; (c) we believe that your actions may cause financial loss or legal liability for you, our users or us; or (d) we believe that blocking access is a reasonable business practice under the circumstances.

We do not guarantee that any content or information you share or access will not be removed, damaged, corrupted, lost, or unavailable. We recommend that you back up any User Content that you store or access using the Services.

10. Third Party Content and Links

Gypsy Boots may make available links to websites operated by third parties, including advertisers. Making available any link to a website does not imply endorsement by Gypsy Boots of that website or the products or services available through that website; the link may be for your reference and convenience only. Products, services, and content offered through linked websites are subject to the terms and conditions made available by those respective websites, and the data collection practices of linked websites will be governed by the respective privacy policies of those websites, not by ours. Following links to any other websites or web-based services is at your own risk, and any claims you have with respect to products, services, or content accessed through linked websites are claims against third parties, not against us.

Gypsy Boots also may post or otherwise provide access to websites, materials, or content of third parties ("Third Party Content") as a service to those that might be interested in this information. Gypsy Boots does not guarantee, endorse or adopt the accuracy, completeness, legality, or innocuousness of any Third Party Content. We are not responsible for updating or reviewing Third Party Content. You access and use Third Party Content at your own risk.

You agree that Gypsy Boots is not responsible for examining or evaluating the content or accuracy, and does not warrant and will not have any liability or responsibility for any Third Party Content. You agree to not use any Third Party Content in a manner that would infringe or violate the rights of any other party and that Gypsy Boots is in no way responsible for any such use by you.

11. Access to the Services

You may use the Services if and when it is available. Features may be unavailable or the experience may not be the same for every user at all times. Gypsy Boots does not guarantee availability of any aspect of the Services or any particular feature. We reserve the right to change, remove, delete, restrict or block access to, or stop providing all or any part of the Services at any time without notice.

You agree that we may terminate your use of the Services if we reasonably believe that you have violated or acted inconsistently with the letter or spirit of these Terms, or violated the rights of Gypsy Boots or any third party, or for any other reason with or without notice to you.

12. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WILL GYPSY BOOTS, OUR AFFILIATES, LICENSORS, SUPPLIERS, OR ADVERTISERS BE LIABLE FOR, AND YOU CANNOT RECOVER, ANY COSTS, DAMAGES AND EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (E) ANY OTHER MATTER RELATING TO THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GYPSY BOOTS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL BE LIABLE TO YOU ONLY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED FIFTY U.S. DOLLARS (\$50.00). THIS IS YOUR EXCLUSIVE REMEDY. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

13. Indemnification

You agree to release, discharge, defend, indemnify and hold harmless Gypsy Boots, its parents, subsidiaries, officers, directors, employees and agents, assigns, sponsors and supporting artists, licensors and suppliers from and against any claims, actions or demands, liabilities and settlements, including, without limitation, legal and accounting fees, related to or arising out of your use in any way of the Services, including any User Content (defined below) that you provide and your violation of any of these Terms.

14. Copyrights and Claims of IP Infringement

Gypsy Boots and its licensors retain full ownership, rights and protection in all material contained on the Services (including all digital images, software, HTML code and other code, or business methods), including all intellectual property rights therein, with the exception of User Content. Except as otherwise expressly provided in these Terms, you may not copy, distribute, transmit, display, perform, reproduce,

publish, license, rewrite, create derivative works from, transfer or sell any material contained on the Services without the prior consent of Gypsy Boots or the copyright owner.

All content of the Services is Copyright Gypsy Boots, LLC and its licensors. All rights reserved.

Gypsy Boots respects the intellectual property rights of all third parties. If you are the owner of a United States copyright and you believe that your work has been copied on the Services in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent the following information:

(A) a physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

(B) a description of the copyrighted work or other intellectual property that you claim has been infringed;

(C) a description of where the material that you claim is infringing is located on the Services;

(D) your address, telephone number, and email address;

(E) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and

(F) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act in the copyright or intellectual property owner's behalf.

Our agent for notice of claims of copyright or other intellectual property infringement can be reached by:

Email: [Privacy@GypsyBoots.com]

Mail: [1920 HILLHURST AVE STE 405, LA CA 90027]

15. Trademark Information

All trademarks, service marks and trade names of Gypsy Boots, its partners and licensors (including without limitation: GYPSY BOOTS and GYPSY BOOTS BITES and the associated designs and logos) (collectively "Marks") are trademarks or registered trademarks of Gypsy Boots or its affiliates, partners or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify the Marks in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without our prior written consent. The use of the Marks on any other website or networked computer environment is not allowed. You may not use the Marks as a "hot" link on or to any other website unless establishment of such a link is approved in advance by Gypsy Boots.

16. Privacy Policy

Registration Data and certain other information about you are subject to our Privacy Policy, which is incorporated into these Terms by reference. For more information, see the full Privacy Policy at [<https://www.gypsyboots.com/privacy-policy>]. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Gypsy Boots and its affiliates or business partners.

17. Notices

Gypsy Boots may deliver notice to you under these Terms by means of electronic mail, a general notice on the Services, or by written communication delivered by first class U.S. mail.

You may give notice to Gypsy Boots at any time by letter delivered by first-class postage prepaid U.S. mail or overnight courier to the following address:

[1920 HILLHURST AVE STE 405, LA CA 90027]

18. Updates to these Terms

We reserve the right to update these Terms from time to time. When we do, we will revise the "Effective Date" at the top of these Terms. We encourage you to check this page periodically for any updates. If you continue use of the Services following the posting of an updated version of these Terms, we will treat your continued use as acceptance of the updated version.

19. General Provisions

- These Terms and your use of the Services are governed by the internal substantive laws of the State of Washington, without regard to conflict of law principles. You expressly agree that exclusive jurisdiction for any dispute with Gypsy Boots or in any way relating to your use of the Services ("Legal Action") resides in the courts of King County in the State of Washington. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of King County in the State of Washington in connection with any such dispute. Any Legal Action that is subject to the jurisdiction of federal courts shall be instituted in a federal court in the Western District of Washington.
- If a court of competent jurisdiction holds any term, covenant or restriction of these Terms to be illegal, invalid or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated.
- The headings titles in these Terms are provided solely for convenience and have no legal or contractual significance.
- No waiver of any provision of these Terms will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE DISPUTE, CLAIM OR CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH DISPUTE, CLAIM OR CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.
- Gypsy Boots will not be liable in any amount for failure to perform any obligation under these Terms if such failure is caused by the occurrence of any unforeseen contingency beyond its reasonable control, including, without limitation, Internet outages, communications outages, fire, flood, or war.
- Gypsy Boots retains the right to assign its rights, privileges, responsibilities, and obligations, as identified in these Terms or in other documents, to a third party, in whole or in part, for administration, technical support, marketing, or any other purpose at any time without providing notice to you or other users through the Services or by any other means.