

Last updated: March 7, 2023

Welcome to Abbellimento! These Terms of Use (the “Terms”) are a binding agreement between you and Smart Ecosystem, Inc., a Delaware corporation (“Abbellimento”), regarding your access to and use of www.abbelli.com and any other associated mobile or web services or applications made generally available by Abbellimento (collectively, the “Abbellimento Site”). Abbellimento and its affiliates provide the Abbellimento Site to you subject to these Terms. These Terms consist of the terms and conditions below and incorporate and include:

- Abbellimento Community Guidelines (“Community Guidelines”);
- Abbellimento Privacy Policy (“Privacy Policy”);
- Data Processing Addendum (“DPA”); and

Any other policies, procedures, and other guidelines that Abbellimento posts on the Abbellimento Site or otherwise makes available to you, including the Working Location Policy.

By registering for or accessing the Abbellimento Site, you accept these Terms and warrant and represent that you are at least 18 years old or the age of legal majority in your jurisdiction and you have authority to bind yourself to these Terms. Please read these Terms, including the arbitration agreement in Section 13, carefully.

1. Worker Status. By signing up on the Abbellimento Site to complete Bookings & Appointments for third-party Abbellimento clients or perform support services related to such Bookings & Appointments (collectively, “Bookings & Appointments”), you understand and agree that you are an independent contractor of Abbellimento and that you assume all liability for proper classification as an independent contractor or consultant based on applicable legal guidelines. Nothing contained in these Terms is intended to constitute or create a contract of employment or agency relationship with Abbellimento, nor will it constitute or create the right or obligation to use or continue to use the Abbellimento Site or perform Bookings & Appointments for any particular period of time. Abbellimento will have no right to, and will not, direct, control, or supervise you in connection with the Bookings & Appointments you perform. You will not at any time during your affiliation with Abbellimento receive any benefits or other incidental perks of employment. Any payment made to you by Abbellimento is for Bookings & Appointments completed by you or related thereto, as agreed between the parties, and such payments do not constitute regular salary or compensation for any other purpose. You further agree that Abbellimento is not restricting in any way your right or ability to perform services for others, including but not limited to, any employer, your clients, or through any other crowdsourcing service or any other means. You will not represent yourself to clients or anyone else as an employee or agent of Abbellimento. At all times, you agree and acknowledge that you are an independent contractor of Abbellimento and will always represent yourself as such. You have no authority (and will not hold yourself out as having authority) to bind Abbellimento, and you will not make any agreements or representations on behalf of Abbellimento.

2. **Abbellimento Site Account.** In order to perform Bookings & Appointments, you agree to register for and maintain an active user account on the Abbellimento Site (your “Account”). You may only possess one Account, and if it is suspended or terminated in accordance with these Terms, you may not create another one unless you have explicit permission from Abbellimento to do so. The account registration requires you to submit certain personal information, such as your name, country of residence, and mobile phone number, as well as valid payment information, and Abbellimento will use such information in accordance with the Privacy Policy. You agree to maintain accurate, complete, and up-to-date information in your Account. Payment information must relate to financial accounts in your own name, and you may not permit any other person to provide your payment information to Abbellimento. In certain instances, you may be asked to provide proof of your identity to access or use the Abbellimento Site, and you agree that you may be denied access to or use of the Abbellimento Site if you refuse to provide such information.

3. **Payment for Bookings & Appointments.** Following completion of the Bookings & Appointments you have selected, and verification that such Bookings & Appointments have been accurately and otherwise adequately completed (in accordance with Section 6(b) below), Abbellimento will transmit payment to you for the amount specified and agreed to by you in relation to such Bookings & Appointments.* Subject to applicable law, Abbellimento reserves the right to delay or suspend payment during any investigation into your compliance with these Terms, including the Community Guidelines. A violation of these Terms, in Abbellimento's sole determination, may result in non-payment to you of some or all amounts accrued, as well as suspension or deactivation of your account. Any cross-border cash remittance made to you in connection with you performing Bookings & Appointments must be made through a locally authorized financial institution or registered foreign exchange agency and may require you to provide Abbellimento or such entity with certain information, including bank account information, for purposes of direct deposit and details regarding the transaction. It is your responsibility to ensure that you have a payment method approved by Abbellimento to receive payments in US Dollars or the specified currency. You understand that neither Abbellimento nor any related entity is responsible for any foreign exchange fluctuation between the local currency and the United States Dollar or any timing issue that may affect the value of payments made to you.

* For purposes of New York City Local Law 140, to the extent it is deemed to apply, the “value” of the services performed pursuant to these Terms is equal to the total amount paid to you for the Bookings & Appointments that you perform pursuant to these Terms.

4. Taxes and Tax-Related Items. Abbellimento will not deduct from any payments to you any amount for income tax withholding, Social Security or other social contributions, other taxes, or any other amount, except as provided by law. You agree to undertake any registration as a self-employed worker, independent contractor, sole proprietor, or similar designation available with the tax authorities in your jurisdiction to ensure the proper payment of any applicable taxes or other amounts as required by law.

You are also responsible for compliance with all applicable labor and employment requirements with respect to your self-employment, sole proprietorship, or other form of business organization, including but not limited to obtaining any and all certificates, licenses, and/or registrations that are required to operate as an independent contractor in your applicable jurisdiction.

You understand and agree that you are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by you or some other entity. You further understand and agree you are solely responsible for filing any and all necessary tax filings and returns, and that you are obligated to pay federal, state, and local income tax on any monies paid pursuant to these Terms.

5. The Abbellimento Site & Abbellimento Materials.

a. The Abbellimento Site Access Grant. Subject to these Terms, Abbellimento grants you a non-exclusive, non-transferable, right to access and use the Abbellimento Site solely with supported browsers through the Internet or approved mobile application for the purpose of performing Bookings & Appointments as an independent contractor for Abbellimento. All rights not expressly granted to you are reserved by Abbellimento, its clients, and its licensors.

b. Abbellimento Materials License. To the extent Abbellimento, its subsidiaries, affiliates, successors or assigns, licensors, or clients supply any materials, including but not limited to, text, images, video, audio recordings, scope of work, informational materials, third-party User Content (as defined in Section 6(e) below), devices, records, data, notes, reports, proposals, lists, correspondence, specifications, other documents or property, or reproductions of any of the aforementioned items (collectively, "Abbellimento Materials") to you, Abbellimento grants

you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use the Abbellimento Materials solely in connection with performing the Bookings & Appointments.

c. Ownership. Except as provided in this Section 5, you obtain no rights under these Terms from Abbellimento, its clients, or its licensors to the Abbellimento Systems (as defined below in Section 6(a)) or Abbellimento Materials, including any related Intellectual Property Rights (defined below in Section 7). You acknowledge and agree that, as between the parties, Abbellimento, its clients, and its licensors own all rights, title, and interest in and to the Abbellimento Systems and Abbellimento Materials, including all Intellectual Property Rights therein. All trademarks, service marks, logos, trade names, and any other source identifiers (“Marks”) of Abbellimento used on or in connection with the Abbellimento Systems, Abbellimento Materials, or User Content are trademarks or registered trademarks of Abbellimento in the United States and abroad. Marks used on or in connection with the Abbellimento Systems, Abbellimento Materials, or User Content are used for identification purposes only and may be the property of their respective owners.

6. Performing Bookings & Appointments.

a. Performance of Bookings & Appointments. You agree to comply with these Terms, including the Community Guidelines at all times, and you agree to review them for detailed information on topics such as your Account, security on the Abbellimento Site, and prohibited activities. In order to perform certain Bookings & Appointments, you may need to use (i) the Abbellimento Site, (ii) Software (as defined below in Section 6(g)), (iii) Abbellimento clients’ websites, mobile applications, platforms, or devices, or (iv) other platforms to communicate about the Abbellimento Site or Bookings & Appointments (collectively “Abbellimento Systems”), and you may need to register for and maintain user accounts on multiple Abbellimento Systems (all accounts, including your Abbellimento Site Account collectively, “Systems Accounts”). You are responsible for all activity that occurs under your Systems Accounts, and you agree to maintain the security and secrecy of your Systems Account username and password at all times. In order to comply with obligations from Abbellimento's clients, you may not allow third parties to use your Systems Accounts, and you may not assign or otherwise transfer your Abbellimento Systems accounts to any other person or entity.

b. Accuracy of Bookings & Appointments. You agree to perform the Bookings & Appointments and any other deliverables you provide to Abbellimento or its clients accurately, adequately, and consistently with any scope of work or other specifications provided. You understand that your

repeated failure to do so constitutes a breach of these Terms. Abbellimento reserves the right to confirm the accuracy of the Bookings & Appointments and other deliverables, and, in addition to Abbellimento's right to withhold payment in full or in part, to remove you from projects or deactivate your account based on your breach of this section.

c. **You Choose Your Work.** You are responsible for determining which Bookings & Appointments you choose to perform and participate in, and when, where, and how you do so. The frequency of your use of the Abbellimento Site, Bookings & Appointments performed, and your method of completing specified client Bookings & Appointments remain at all times at your discretion. You are not required to use the Abbellimento Site or perform Bookings & Appointments at any specified time or day.

d. **Equipment & Expenses.** You are responsible for providing all necessary tools or equipment that you need to perform the Bookings & Appointments. You are responsible for obtaining the data network access necessary to use the Abbellimento Systems. Your mobile network's data and messaging rates and fees may apply if you access or use the Abbellimento Systems from your mobile device. Abbellimento does not guarantee that the Abbellimento Systems, or any portion thereof, will function on any particular hardware or devices. In addition, Abbellimento Systems may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. Abbellimento will not reimburse you for any expenses incurred in performing your selected Bookings & Appointments.

e. **User Content.** Abbellimento may permit you from time to time to submit, upload, publish or otherwise make available to Abbellimento, clients, and other users, through the Abbellimento Systems, text, audio, and/or visual content and information, including commentary, questions, and feedback related to the Abbellimento Systems, Bookings & Appointments, support requests, and submission of entries for competitions and promotions (collectively, "User Content"). All User Content must conform to the Abbellimento Community Guidelines. Abbellimento has no obligation but reserves the right, to filter and block any User Content or activity in violation of these Terms, including the Abbellimento Community Guidelines.

f. **Third-Party Services.** Abbellimento Systems may contain links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Abbellimento is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from

such Third-Party Services. Links to such Third-Party Services are not an endorsement by Abbellimento of such Third-Party Services.

g. Software. Abbellimento may allow you to download software and browser extensions (“Software”) which may update automatically. While you work with Abbellimento, and are subject to these Terms, Abbellimento grants you a limited, non-exclusive, non-transferable, revocable license to use the Software for the purpose of performing Bookings & Appointments or using the Abbellimento Systems. To the extent any component of the Software may be offered under an open-source license, we’ll make that license available to you and the provisions of that license may override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Software, attempt to do so, or assist anyone in doing so. As some of the Software is intended to test the robustness of your computer equipment, you acknowledge that you use the Software at your own risk.

7. Work Product.

a. Definitions.

i. “Intellectual Property Rights” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (1) rights associated with works of authorship, including exclusive exploitation rights, copyrights, attribution, paternity, integrity, modification, disclosure and withdrawal, mask work rights, and any other rights throughout the world that may be known or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “Moral Rights”); (2) trademark and trade name rights and similar rights; (3) trade secret rights and contractual rights of nondisclosure; (4) patent and industrial property rights; (5) other proprietary rights of every kind and nature; and (6) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (1) through (5) of this sentence.

ii. “Bookings and Appointments” means all deliverables provided to Abbellimento or its clients in connection with your use of Abbellimento Systems and performance of Bookings & Appointments, including but not limited to, all (1) User Content, responses to client questions, and completed Bookings & Appointments; (2) any discoveries, developments, concepts, designs, ideas, know-how, improvements, inventions, trade secrets and/or original works of

authorship, whether or not patentable, copyrightable or otherwise legally protectable, created or discovered by you in connection with your use of Abbellimento Systems or performance of Bookings & Appointments; and (3) any new product, machine, method, procedure, process, technique, use, equipment, device, apparatus, system, design or configuration of any kind, or any improvement thereon, created or discovered by you in connection with your use of the Abbellimento Systems or performance of Bookings & Appointments.

b. Ownership and Assignment of Work Product. In consideration of your performance of Bookings & Appointments and Abbellimento compensating you for your performance such Bookings & Appointments, you irrevocably assign all right title and interest throughout the world, including Intellectual Property Rights, in and to the Work Product to Abbellimento.

c. Waiver and License of Other Rights. If any Intellectual Property Rights, including Moral Rights, in the Work Product cannot (as a matter of law) be assigned by you to Abbellimento as provided in Section 7(b), then: (i) you unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Abbellimento with respect to such rights; and (ii) regardless of whether you are permitted (as a matter of law) to make such waiver, you unconditionally grant to Abbellimento an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (1) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Work Product in any medium or format, whether now known or hereafter discovered; (2) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Work Product; and (3) to exercise any and all other present or future rights in the Work Product.

d. Further Assurance. At Abbellimento's request from time to time, you will: (i) cooperate with and assist Abbellimento or its designee, both during and after the term of these Terms, in perfecting, maintaining, protecting, and enforcing Abbellimento's or its designee's Intellectual Property Rights and other rights in the Work Product in any and all countries, and (ii) promptly execute and deliver to Abbellimento or its designee any documents deemed necessary or appropriate by Abbellimento or its designee in its discretion to perfect, maintain, protect, or enforce Abbellimento's rights in the Work Product or otherwise carry out the purpose of these Terms. Without limiting the generality of the foregoing, if you have made an invention in the Work Product, you will execute applications, declarations, and assignments as requested by Abbellimento or its designee for the purpose of applying for a patent on such invention in any countries of Abbellimento's choice, including assignments of any continuation,

continuation-in-part, divisional, reissue, re-exam, PCT or other applications based on such applications.

e. Power of Attorney. You hereby irrevocably designate and appoint Abbellimento and its duly authorized officers and agents as your agent and attorney-in-fact to act for and on your behalf and to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Work Product.

8. Confidentiality.

a. Confidentiality of Abbellimento Materials. You understand that Abbellimento Materials, User Content, and the Work Product (collectively, "Confidential Information") include information and physical material not generally known or available outside of Abbellimento, and information and physical material entrusted to Abbellimento in confidence by third parties. You agree to (i) hold Confidential Information in the strictest confidence; (ii) not to use Confidential Information, except for the benefit of Abbellimento or its clients to the extent necessary to perform Bookings & Appointments; and (iii) not to disclose to any person, firm, corporation or other entity, without written authorization from Abbellimento in each instance, any Confidential Information that you obtain, access or create via Abbellimento Systems or in performing Bookings & Appointments. You further agree not to make copies of Confidential Information except as authorized by Abbellimento. Your agreement to this Section 8 is intended to be for the benefit of Abbellimento and any third party that has entrusted information or physical material to Abbellimento in confidence. These Terms are intended to supplement, and not to supersede, any rights Abbellimento may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

b. U.S. Defend Trade Secrets Act. Notwithstanding the foregoing, the U.S. Defend Trade Secrets Act of 2016 ("DTSA") provides that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (iii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

c. Return of Confidential Information. Upon the expiration or termination of these Terms, or upon request from Abbellimento, you will return to Abbellimento all Confidential Information and related documentation, and permanently delete any retained copies or derivations (to the extent such copies or derivations exist), whether local or cloud-based.

9. Compliance. Abbellimento Systems may only be used for lawful purposes and in a lawful manner consistent with these Terms, including the Abbellimento Community Guidelines. In connection with your use of Abbellimento Systems, you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you. You represent and warrant that (a) neither you nor your financial institution(s) are subject to sanctions or otherwise designated on any list of prohibited or restricted parties, or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. government (e.g., the U.S. Department of Treasury's Specially Designated Nationals List and Foreign Sanctions Evaders List, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (b) you are not located in and do not perform any Bookings & Appointments in in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country. You may not export, re-export, or transmit any Confidential Information to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, U.S. Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

10. Warranties; Disclaimer.

a. User Warranty. You represent and warrant that: (i) you are the sole and exclusive owner of all User Content you submit; and (ii) neither your User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Abbellimento's use of the User Content as permitted in these Terms will infringe, misappropriate or violate a third party's Intellectual Property Rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

b. **Abbellimento Warranty Disclaimer.** THE Abbellimento SYSTEMS AND Abbellimento MATERIALS ARE PROVIDED ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THE Abbellimento SYSTEMS AND Abbellimento MATERIALS ARE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, Abbellimento MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE Abbellimento SYSTEMS OR Abbellimento MATERIALS, AND DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (B) ANY WARRANTY THAT THE Abbellimento SYSTEMS OR Abbellimento MATERIALS WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, ACCURATE, COMPLETE, CURRENT, RELIABLE, TIMELY, SECURE, OPERATE WITHOUT ERROR, OR WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY; (C) ANY WARRANTY THAT THE INFORMATION, CONTENT, MATERIALS, OR SUBMISSIONS INCLUDED ON THE Abbellimento SYSTEMS WILL BE AS REPRESENTED BY Abbellimento’S CLIENTS OR OTHER USERS, OR (D) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

The foregoing disclaimers apply to the maximum extent permitted by applicable law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, will be limited to the maximum extent permitted by law.

11. **Indemnification.** You will indemnify, defend and hold harmless Abbellimento and its affiliates (and their respective officers, directors, employees, directors, agents and representatives) from and against any and all losses, costs, expenses, damages or other liabilities (including attorneys’ fees and related legal expenses) incurred by Abbellimento arising directly or indirectly from or related to any cause of action, claim, suit, proceeding, investigation, demand or action brought by a third party against Abbellimento in connection with or resulting from: (i) your failure to comply with these Terms, (ii) your use of Abbellimento Systems or Confidential Information in violation of applicable law or these Terms; (ii) any grossly negligent or intentional wrongdoing by you in your use of Abbellimento Systems; (iii) any violation of a third party’s rights, including Intellectual Property Rights, resulting in whole or in part from your use of Abbellimento Systems and any other deliverable provided by you to Abbellimento; and (iv) a dispute between you and any other Abbellimento Systems user.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, Abbellimento WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING FROM OR IN CONNECTION WITH THESE TERMS, THE Abbellimento SYSTEMS, OR Abbellimento MATERIALS, EVEN IF Abbellimento HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Abbellimento'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH THESE TERMS, THE Abbellimento SYSTEMS, OR Abbellimento MATERIALS EXCEED THE TOTAL AMOUNT OF FEES EARNED BY YOU IN CONNECTION WITH Abbellimento DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR ONE THOUSAND U.S. DOLLARS, IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. Abbellimento'S CLIENTS, LICENSORS, AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND UNDER THESE TERMS.

If you reside outside the U.S., these limitations may not apply to you because some jurisdictions do not allow limitations on implied warranties, liability for consequential or incidental damages, or other liability.

13. Applicable Law; Disputes.

a. U.S. Residents/U.S Establishment or U.S. Claims.

i. ARBITRATION-PLEASE READ. If your country of residence or establishment is the United States, the parties mutually agree that any dispute relating in any way to these Terms, the Abbellimento Systems, or Abbellimento Materials will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. Except as specifically set forth in Section 13, if there is a dispute about whether this arbitration agreement can be enforced or applied, the parties agree that the arbitrator will decide that issue. The Federal Arbitration Act and federal arbitration law will govern this arbitration provision. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of these Terms.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms as a court would. Notwithstanding any other clause or language in these Terms or any rules or procedures that might otherwise apply by virtue of these Terms (including without limitation the AAA Rules) or any amendments or modifications to those rules, any claim that all or part of the Class And Collective Action Waivers or California Private Attorneys General Act Individual Action Requirement is unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an arbitrator.

ii. Process. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules. The AAA’s rules are available at www.adr.org or by calling 1-800-778-7879. To initiate arbitration, a claim must be filed with the AAA, and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA rules. The parties will follow the AAA Rules applicable to initial filing fees, but you will not be responsible for any portion of those fees over the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. After you pay your portion of any initial filing fee, Abbellimento will pay any remaining portion of the initial fee and will also pay all costs and expenses unique to arbitration, including without limitation the arbitrator’s fees. Each party will pay for its own costs and attorneys’ fees, if any, but if any party prevails on a claim which affords the prevailing party attorneys’ fees, the arbitrator may award reasonable fees to the prevailing party as provided by law. The arbitrator will resolve any disputes regarding costs or fees associated with arbitration. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant’s individual claim.

iii. Exceptions. Notwithstanding anything to the contrary in these Terms, either party may bring suit in court (1) to enjoin actual or threatened infringement or other misuse of Intellectual Property Rights; and (2) for claims seeking emergency injunctive relief based on exigent circumstances (e.g. imminent danger or commission of a crime, hacking, cyber-attack).

iv. Jury Trial Waiver. The parties waive the right to a trial by jury as to all arbitrable disputes.

v. Changes. Notwithstanding the provision of Section 16 (Modifications to these Terms), if Abbellimento changes this Section 13a (Applicable Law; Disputes) after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change to this Section 13 by sending Abbellimento written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Abbellimento's email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any dispute between you and Abbellimento (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any dispute between you and Abbellimento.

b. Class and Collective Action Waivers. The parties agree to bring any claims individually and not on a class or collective action basis. Accordingly:

i. There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class action and the arbitrator will have no authority to hear or preside over any such claim (“Class Action Waiver”). The Class Action Waiver will be severable from this arbitration agreement if there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void, or voidable. In such instances, the class action must be litigated in a civil court of competent jurisdiction—not in arbitration.

ii. There will be no right or authority for any dispute to be brought, heard, or arbitrated as a collective action and the arbitrator will have no authority to hear or preside over any such claim (“Collective Action Waiver”). The Collective Action Waiver will be severable from this arbitration agreement if there is a final judicial determination that the Collective Action Waiver is invalid, unenforceable, unconscionable, void, or voidable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction—not in arbitration.

Regardless of anything else in these Terms, the AAA Rules, or any amendments or modifications to those rules, any claim that all or part of the Class Action Waiver or Collective Action Waiver, including, but not limited to, any claim that all or part of the Class Action Waiver or Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable, may be determined only by a court of competent jurisdiction and not by an arbitrator.

c. California Private Attorneys General Act (“PAGA”) Individual Action Requirement. The parties agree to arbitrate PAGA claims on an individual basis only. Therefore, any claim under PAGA to recover unpaid wages or other individual relief must be arbitrated under this arbitration agreement. The arbitrator is without authority to preside over any PAGA claim by one person on behalf of any other person or joined by or consolidated with another person’s PAGA claim. This PAGA Individual Action Requirement clause will be severable from this arbitration agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but the portion of the PAGA Individual Action Requirement that is enforceable will be enforced in arbitration.

d. Rest of the World. To the extent permitted by applicable law, any judicial proceedings relating to Abbellimento Systems or Abbellimento Materials (other than small claims actions) that are excluded from arbitration under Section 13(a) and 13(b) will be governed by the laws of the State of California without regard to its conflict of law provisions and subject to the exclusive venue and jurisdiction of the state or federal courts located in San Francisco County, California. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of these Terms.

e. Severability. Except as provided in Section 13(b) (Class And Collective Action Waivers), and 13(c) (PAGA Individual Action Requirement), in the event that any portion of this Section 13 is deemed illegal or unenforceable, such provision will be severed and the remainder of Section 13 will be given full force and effect.

f. Survival. This Section 13 will survive any expiration or termination of these Terms and will continue to apply even if you stop using Abbellimento Systems or deactivate your account.

14. Text Messaging and Telephone Calls. You agree that Abbellimento may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an Abbellimento account, including for marketing purposes. You also understand that you may opt out of receiving text messages from Abbellimento at any time, either by texting the word “STOP” or other instructions to the Abbellimento text you receive using the mobile device that is receiving the messages, or by contacting privacy@Abbelli.com.

15. Termination; Access Restriction. These Terms are effective until terminated pursuant to this Section 15. You may deactivate your account and terminate these Terms at any time. Abbellimento may terminate these Terms, deactivate or suspend your account and access to the Abbellimento Systems, or remove any Task listings at any time, immediately without prior notice for any reason. Upon any account termination or suspension, or the termination of these Terms, your right to use the Abbellimento Systems will cease, and you will not be able to retrieve any information related to your account. Abbellimento will issue a final payment for Bookings & Appointments already completed. Sections 4, 5(c), 6(d), and 7-17 will survive any expiration or termination of these Terms.

16. Modifications to these Terms. Abbellimento may modify these Terms periodically. If we make a change to the Terms, we will make the most current version available at the Terms of Use link. If we make a material change to the Terms, we will notify you prior to the update's effective date. If you disagree with the revised Terms, you may terminate these Terms with immediate effect by deactivating your account. Continued use of the Abbellimento Systems will constitute your acceptance of the modified terms.

17. General Provisions.

a. Entire Agreement. These Terms are the entire agreement between you and Abbellimento regarding the subject matter of these Terms, except where Abbellimento expressly states that separate terms (and not these) apply. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and Abbellimento, whether written or verbal, regarding the subject matter of these Terms. Abbellimento will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to the provisions of these Terms, including when submitted by you in any order, invoice, bill, receipt, acceptance, confirmation, correspondence or other document.

b. Assignment. You may not assign or transfer any rights, obligations, or privileges that you have under these Terms without Abbellimento's prior written consent. Abbellimento may assign these Terms, in whole or in part, at any time without notice. Subject to the foregoing, these Terms will be binding on each party's successors and permitted assigns. Any assignment or transfer in violation of this Section will be deemed null and void. Your right to terminate these Terms at any time remains unaffected.

c. Severability; Interpreting these Terms. Except as expressly stated in Section 13, if any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect. The word “including” will be interpreted without limitation when used in these Terms.

d. No Waiver. The failure by Abbellimento to enforce any provision of these Terms will not constitute a present or future waiver of that provision nor limit Abbellimento’s right to enforce that provision at a later time. All waivers by Abbellimento must be in writing and signed by Abbellimento to be effective. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

e. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

f. Notices. All notices relating to these Terms will be sent by e-mail or will be posted on the Abbellimento Site. You consent to Abbellimento sending you emails relating to the Abbellimento Systems from time to time. Abbellimento will send notices to you at the e-mail address maintained in Abbellimento’s records for you. You must send notices to Abbellimento at legal@abbelli.com. E-mail notices or notices posted on the Abbellimento Site are deemed written notices for all purposes for which written notices may be required. E-mail notices are deemed received when sent.

g. Contacting Abbellimento. If you have any questions or concerns about Abbellimento Systems or these Terms, you may contact Abbellimento at: support@abbelli.com