

Terms of Use

Last Updated: October 1st, 2023

Sturbridge Supplies Inc provides website features and other products and services to you when you visit or shop our website: fastshowerdoors.com (the "Site").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE. These Terms of Use constitute an agreement between Sturbridge and you. We recommend that you print out a copy of these Terms of Use for your records.

By using the Site, you affirm that you are able and legally competent to agree to and comply with these Terms of Use. If you do not agree to these Terms of Use or if you are not legally competent to agree to them, then you may not use the Site.

Please note that these Terms of Use contain provisions that govern the resolution of claims between Sturbridge and you, including an arbitration agreement, class action waiver, and jury trial waiver that affect your rights. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.

A) Privacy & Security

Please review our [Privacy Policy](#), which is incorporated into these Terms of Use and also governs your use of the Site. To the extent there is a conflict between the terms of the Privacy Policy and these Terms of Use, the Terms of Use govern.

Information security is important to Sturbridge. We have established appropriate physical, electronic and managerial safeguards to protect the information that we collect from or about our users. Sturbridge does, however, reserve the right at all times to disclose any information as Sturbridge deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

B) Changes

Sturbridge reserves the right, at any time, to change these Terms of Use, our Privacy Policy and/or the Site. Changes, however, shall not apply retroactively to claims for which you or Sturbridge have given notice. Your use of the Site following any such change constitutes your agreement to follow and be bound by the Terms of Use and/or Privacy Policy as revised. The revised Terms of Use and/or Privacy Policy supersede all previous versions, notices or statements regarding the Site. If we request, you agree to sign a non-electronic version of these Terms of Use.

We will notify you of any change to these Terms of Use by any reasonable means, such as by updating the "Last Updated" date at the top of these Terms of Use.

C) Intellectual Property Rights

The Site contains valuable trademarks and service marks owned and used by Sturbridge, including but not limited to, Sturbridge, the Sturbridge design logo (the "Sturbridge Marks"). Any use of the Sturbridge Marks without the prior written permission of Sturbridge is strictly prohibited. The arrangement and layout of the Site, including but not limited to, the Sturbridge Marks, images, text, graphics, buttons, screenshots, music, digitally downloadable files, and

other content or material (the "Site Content"), are the sole and exclusive property of Sturbridge.

UNAUTHORIZED COPYING, REPRODUCTION, MODIFYING, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, MAKING DERIVATIVE WORKS OF OR DUPLICATING ALL OR ANY PART OF THE SITE IS PROHIBITED.

Sturbridge uses a network of independent product and content suppliers, distributors and other such third parties to supply some of the products and content advertised on the Site. All other trademarks, service marks, product names, package designs and company names or logos associated with these product and content suppliers, distributors and other such third parties that are not owned by us but appear on the Site are the property of their respective owners.

D) User-Generated Content

From time to time, the Site permit the submission of content, such as comments, blogs and product reviews, generated by you and other users ("User Content").

You are solely responsible for your own User Content and the consequences of posting or publishing it. Any User Content or other material, information or ideas that you submit to or post or publish on the Site is non-confidential and non-proprietary.

By submitting User Content, you represent and warrant to Sturbridge that: (i) your User Content does not violate any copyright, trademark, trade secret, patent or other intellectual property right, any right of privacy or publicity of any third party or any applicable law, rule or regulation, (ii) you own or have the legal right to use and authorize Sturbridge to use your User Content, including written consent to use of any product or the name, voice, likeness or any other applicable personal rights of each identifiable person featured or referenced in your User Content and (iii) your User Content does not violate Sturbridge's Acceptable Use Policy set forth below.

As between you and Sturbridge, you will retain all of your ownership rights in and to your User Content. By submitting User Content to Sturbridge, you hereby grant to Sturbridge a perpetual, worldwide, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable right and license to use, reproduce, distribute, edit, modify, translate, reformat, prepare derivative works based upon, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet, broadcast television or any other uses or media) your User Content, in whole or in part, including future rights that Sturbridge (or its successor) may otherwise become entitled to that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed. You also hereby grant each user of the Site a non-exclusive license to access your User Content through the Site and to use, access, watch, reproduce, distribute, transmit, forward, display and perform such User Content in whole or in part, to the extent permitted by the Site under these Terms of Use.

Sturbridge does not endorse any User Content or any opinion, recommendation, or advice expressed therein. Sturbridge reserves the right but is not obligated to monitor User Content or other content sent to or through the Site. Sturbridge has the right to refuse, remove, edit or delete any User Content and/or to terminate any user's access to the Site for any reason.

Sturbridge takes no responsibility for User Content.

E) Social Media Tag Usage

BY USING #FASTSHOWERDOORS,#STURBRIDGEHOME, @STURBRIDGE, @FASTSHOWERDOORS AND ANY OTHER SIMILAR SOCIAL MEDIA TAG IN ANY WAY RELATED TO ANY OF THE SITE, EACH USER AGREES TO PROVIDE STURBRIDGE WITH AN UNRESTRICTED, IRREVOCABLE, ROYALTY-FREE, PERPETUAL, FULLY PAID-UP, TRANSFERABLE, WORLDWIDE LICENSE TO USE THE UPLOADED IMAGE(S) IN ANY AND ALL MARKETING MATERIALS, ON SPONSOR'S WEBSITE, AND THROUGH ALL SOCIAL MEDIA CHANNELS. EACH USER REPRESENTS AND WARRANTS THAT UPLOADED IMAGES DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COPYRIGHTS AND TRADEMARK RIGHTS.

F) Acceptable Use Policy

By submitting User Content and otherwise using the Site, you agree not to: (i) submit any User Content that is protected by or otherwise subject to any third party intellectual property or proprietary rights (including any privacy and publicity rights) unless you own or have permission from the rightful owner of such rights to post such User Content and to grant Sturbridge all of the rights granted herein; (ii) upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful or racially, ethnically or otherwise objectionable; (iii) use the Site to harm any person or entity, including Sturbridge; (iv) impersonate any person or entity, including but not limited to, a representative of Sturbridge, or falsely state or otherwise misrepresent your affiliation with a person or entity; (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to or through the Site; (vi) upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail or any other form of solicitation; (vii) upload, post, e-mail or otherwise transmit any content that contains computer viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Site or any other computer software or hardware or telecommunications equipment; (viii) intentionally or unintentionally violate any applicable local, state, national or international laws, rules or regulations, including but not limited to those promulgated by the U.S. Federal Trade Commission, U.S. Securities and Exchange Commission; (ix) collect, store or use personal information about other users of the Site without their consent; (x) use the Site (including through submission of User Content) to disparage or make unsubstantiated claims about any person, third party or its/their products or services; (y) use any of the Site in any manner that could overburden or impair any of the Site or the networks or systems connected to the Site; and/or (z) use any device, software or instrumentality to interfere with the proper working of the Site or disobey any requirements, procedures, policies or regulations of networks connected to the Site.

You also agree that you will not violate or attempt to violate the security of the Site. Violations of system or network security may result in civil or criminal liability. Sturbridge reserves the right to investigate occurrences that may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

G) Product Orders

The receipt of an order number or an email order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. Sturbridge reserves the right, without prior notification, to limit the order quantity on any item and/or to refuse service to any customer. Verification of information may be required prior to the acceptance of an order. Your email order confirmation and invoice will identify the seller of record for your order. For example, certain orders for shipment to destinations within the State of Massachusetts are sold by Sturbridge Supplies Inc, as indicated by your email order confirmation and invoice. Prices and availability of products on the Site is subject to change without notice. Errors will be corrected when discovered and Sturbridge reserves the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted). Certain orders constitute improper use of the Site and the Sturbridge Rewards Program described below. Sturbridge reserves the right, at its sole discretion, to refuse or cancel any order for any reason. Your account may also be restricted or terminated for any reason, at Sturbridge's sole discretion. Items purchased pursuant to a quantity discount may be re-priced upon cancellation.

H) About Our Prices and Payment

When a product/service listing on our website showcases a higher price marked by a strikethrough (e.g., "\$549"), this price is the retail price suggested by the manufacturer or service supplier, or, in the absence of such a suggestion, it reflects the highest price at which the product/service was offered or sold by us in the past. The "Sale" tag indicates a current offering at a discount from a price seen in the previous 90 days, while the Editor's Choice badge highlights a selection of highly-rated, competitively priced products/services popular with our customers. For "Flash Deals," an additional strikethrough price shows a recent previous price before the limited-time promotional offer.

The term "Closeout" refers to products/services priced to sell quickly, either to permanently clear inventory or as a temporary measure to reduce overstock from either Sturbridge or our service suppliers. During the "Closeout" promotion, prices may vary, and once the promotion ends, prices may revert to their original or higher levels.

We maintain a firm pricing policy and do not offer price matching. Promotional codes must be applied at the time of purchase, as adjustments cannot be made post-purchase. Furthermore, to ensure a smooth and transparent transaction process, payment in full is required before scheduling an installation. This policy supports our commitment to providing clear, upfront pricing and service expectations.

I) Rewards Program

The Rewards Program (the "Rewards Program") is exclusively for users of the Site who have registered for the Rewards Program in accordance with the directions set forth below and on the Site. Rewards Dollars may be applied to future purchases at the Participating Site in accordance with these Terms of Use. The complete Rewards Program details may be in effect from time to time and which are incorporated herein by reference.

J) Links to Other Websites

The Site may contain links to third-party websites ("Other Sites") that are not under Sturbridge's control. Sturbridge makes no claim and accepts no responsibility regarding the quality, nature or reliability of the Other Sites that are accessible by hyperlinks from the Site or link to the Sites. Sturbridge provides these links to you as a convenience and the inclusion of any link does not imply endorsement by Sturbridge of Other Sites or any association with the operators of such Other Sites. You are responsible for viewing and abiding by the privacy statements and terms of use posted at any third-party sites.

K) Mobile Devices, SMS, and Mobile Applications

If you use a mobile device to access pages of the Site optimized for mobile-viewing, opt in to receive SMS (text messages) from Sturbridge (as/when available), or use a mobile application, the following additional terms and conditions ("Mobile Terms") also apply to you. Your access to the Site via your mobile device or use of a mobile application confirms your agreement to these Mobile Terms, as well as the rest of the Terms of Use.

By agreeing to receive SMS messages from Sturbridge, you certify that you are over 18 years of age and (a) you are the mobile account holder or (b) you have the account holder's permission to enroll the designated mobile phone number and understand that message and data rates may apply. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Site or use of a mobile application. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. Carriers are not liable for delivered or undelivered content. You understand that wireless through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise. Additional terms and conditions may apply to your use of a mobile application, based on the type of mobile device on which you install and use the mobile application.

L) Notice to California Residents

California Proposition 65 requires that special warnings be provided when products contain chemicals known by the State of California to cause cancer, birth defects, or other reproductive harm if the use of those products may cause exposure to those chemicals above specific limits. These warnings relate to some but not all tools, lead crystal glassware, ceramic tableware, tiffany style lamps, and electrical cords. Please call us prior to ordering if you have any questions regarding the safety of these products.

Pursuant to California Civil Code Section 1789.3, Sturbridge provides users of the Site with the following notice: You may report complaints to the Consumer Information Division of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

M) Communications with Sturbridge

For all communications made to or with Sturbridge, including but not limited to feedback, questions, comments, suggestions and the like: (i) you will have no right to confidentiality in

your communications and Sturbridge will have no obligation to protect your communications from disclosure; (ii) Sturbridge will be free to reproduce, use, disclose and distribute your communications to others without limitation; and (iii) Sturbridge will be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information.

N) Indemnity

You agree to indemnify and hold Sturbridge and its agents and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of the Site, including any User Content you submit, post to or transmit through the Site, (ii) your violation of these Terms of Use or (iii) your violation of any rights of another user.

O) Disclaimer of Warranties

Sturbridge intends for the information and data contained in the Site to be accurate and reliable but since the information and data have been compiled from a variety of sources, they are provided 'AS IS' and "AS AVAILABLE". You expressly agree that your use of the Site and any information contained therein is at your sole risk. Accordingly, to the extent permitted by applicable law, STURBRIDGE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES AND CONDITIONS OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AND CONDITIONS THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Some jurisdictions do not allow the disclaimer of warranties or conditions so such disclaimers may not apply to you.

P) Limitation on Liability

IN NO EVENT WILL STURBRIDGE OR ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE OR VIA OTHER CHANNELS, INCLUDING BUT NOT LIMITED TO PHONE AND EMAIL, BE LIABLE TO ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE SITE OR ANY INFORMATION CONTAINED THEREIN, INCLUDING USER CONTENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EVEN IF STURBRIDGE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

You hereby acknowledge that the preceding limitation on liability will apply to all content, merchandise and services available through the Site or other channels. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions liability is limited to the fullest extent permitted by law.

Regardless of the previous paragraphs, if Sturbridge is found to be liable, our liability to you or to any third party is limited to the greater of (a) the amount in dispute not to exceed the total

amount which you paid to us in the twelve (12) months prior to the action giving rise to the liability or (b) USD \$100.

IN ADDITION, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU MUST PROVIDE NOTICE TO STURBRIDGE, PURSUANT TO THE PROCESS REFERENCED BELOW, OF ANY CLAIM WITHIN ONE YEAR OF ITS ACCRUAL OR YOUR CLAIM IS WAIVED AND TIME-BARRED.

Q) Legal Disputes

PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THE TERMS OF USE OTHERWISE PROVIDE, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION. Other rights that you would have if you went to court, such as access to discovery or appeals, also might be unavailable or limited in arbitration.

Q-1) Agreement to Binding Arbitration; Class Action Waiver

Any dispute, claim or controversy (that is not resolved informally as set forth below) between you and Sturbridge, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, 'Sturbridge') arising from or relating in any way to: (1) these Terms of Use and their interpretation or the breach, termination or validity thereof, and the relationships which result from these Terms of Use; (2) your use of any website owned or operated by Sturbridge and its affiliated brands; or (3) any products or services sold or distributed by Sturbridge and its affiliated brands or through any website owned or operated by Sturbridge and its affiliated brands (collectively, "Covered Disputes") will be resolved by binding arbitration, rather than in court. Covered Disputes shall be interpreted broadly.

Q-2) Mandatory Informal Dispute Resolution

Sturbridge values its customers and seeks to resolve disputes informally where possible. Before formally pursuing a Covered Dispute in arbitration, you agree to first send a detailed notice ("Notice") to Sturbridge by email at legal@sturbridge.com. If Sturbridge has a dispute with you, Sturbridge agrees to first send a detailed Notice to your e-mail address on file with us. Your Notice must contain all of the following information: (1) your full name; (2) your address, telephone number, and email address; (3) information sufficient for Sturbridge to identify any transaction at issue (e.g., your order number, order confirmation communication, etc.); and (4) a detailed description of your dispute, the nature and basis of your claim(s), and the nature and basis of the relief you are seeking with a calculation for it. You must personally sign this Notice. Sturbridge's Notice will likewise set forth (1) information sufficient for you to identify any transaction at issue and (2) a detailed description of our dispute, the nature and basis of our claim(s), and the nature and basis of the relief we are seeking with a calculation for it. You and Sturbridge agree to negotiate in good faith about the dispute in an effort to swiftly resolve it to your satisfaction without the need for a formal proceeding. Should Sturbridge request a telephone conference with you in an effort to resolve your dispute as part of this informal process, you agree to personally participate (with your counsel if you are represented). This

process should result in resolution of the dispute, but if for some reason it is not resolved within 60 days after receipt of a fully completed Notice and the parties have not agreed to extend this time period, you or Sturbridge may initiate an arbitration. Compliance with and completion of this mandatory informal dispute resolution process is a condition precedent to filing any demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in this process. Unless prohibited by applicable law, the arbitration administrator shall not accept or administer any demand for arbitration unless the claimant has certified in writing that they have fully complied with this process. This certification shall be personally signed by you or Sturbridge. A court shall have the authority to enjoin the filing or prosecution of arbitrations without first providing a fully completed Notice and participating in good faith in this informal dispute resolution process.

R) Initiating Arbitration and Arbitration Rules

Any arbitration between you and Sturbridge shall be administered by National Arbitration and Mediation ("NAM") in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time any demand for arbitration is filed with NAM, as modified by this Legal Disputes Section. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM at NAM's National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address commercial@namadr.com. If NAM is unavailable or unwilling to administer the proceeding under the Legal Disputes Section as written, the parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to the AAA Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") in effect at the time any demand for arbitration is filed with AAA, as modified by this Legal Disputes Section. If the AAA is unavailable or unwilling to apply this Legal Disputes Section as written, the parties shall mutually agree on an alternative administrator that will administer the proceeding under the Legal Disputes Section as written. If the parties are unable to agree, they will petition a court of competent jurisdiction to appoint an arbitration administrator that will do so. Any arbitration will be held before a single neutral arbitrator.

To begin an arbitration proceeding, you must send the demand for arbitration or arbitration notice form made available from the arbitration administrator and supplement that form with a detailed description of your claim, including with the information required for your Notice and the accompanying signed certification of compliance with the informal process referenced above (collectively referred to as "demand for arbitration"), to NAM (or to AAA if it is the administrator as set forth above). You must personally sign your demand for arbitration. You agree to also send Sturbridge a copy of your demand for arbitration at legal@Sturbridge.com. If Sturbridge initiates arbitration, we will send a copy of our demand for arbitration to your email address on file with us.

You may choose to have the arbitration conducted by telephone, virtually, based on written submissions, or in person in the county where you live or at another location reasonably convenient for you, or at a mutually agreed-upon location. Sturbridge reserves the right to request an in-person or videoconference hearing at any point within 14 days after its deadline to file any answer. After that time, Sturbridge retains the right to request an in-person or virtual hearing from the arbitrator, which the arbitrator may elect to require along with your

participation (with your counsel if you are represented). Should a hearing take place in person, it shall take place consistent with the geographic parameters set forth above.

S) Arbitration Fees

Payment of all filing, administration and arbitrator fees will be governed by the NAM Rules (or the AAA Rules should AAA be the designated administrator as set forth above). Upon a showing of financial hardship, Sturbridge will consider your request to promptly reimburse your portion of the arbitration fees provided for in the NAM (or AAA) Rules.

T) Arbitration Authority

The arbitrator has the sole authority to and shall address all claims or arguments by both parties concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.

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) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not award relief for or against anyone who is not a party to the proceeding. The arbitrator is bound by and must follow the terms of these Terms of Use as a court would. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to address the essential findings and conclusions of law on which the award is based. The arbitration award shall be binding only between you and Sturbridge and shall have no preclusive effect in any other arbitration or proceeding involving a different party, provided that the arbitrator may consider rulings in other arbitrations involving different individuals. The arbitrator may award fees and costs as provided by the NAM Rules (or the AAA Rules if AAA is the designated administrator as set forth above) or to the extent such fees and costs could be awarded in court or if the arbitrator determines that a claim, proceeding, or defense was frivolous or brought for harassment, for an improper purpose, or in bad faith. The arbitrator shall apply the provisions of Federal Rule of Civil Procedure 68 after entry of the award.

U) Sole Exceptions to Arbitration

Notwithstanding the foregoing, in lieu of arbitration: (1) either you or Sturbridge may elect to have an individual claim heard in small claims court consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim and is not appealed or removed to any court of general jurisdiction; and (2) you agree that you or Sturbridge may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

V) Jury Trial and Class Action Waiver

Except as the Terms of Use otherwise provide and to the fullest extent permitted by law, you and Sturbridge acknowledge and agree that you are each waiving the right to a trial by jury and to the litigation of disputes in state or federal courts of general jurisdiction. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action/class arbitration or other

representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and Sturbridge may not be plaintiffs or class members in any purported class, collective, private attorney general, or representative proceeding, or otherwise make or proceed with any claim on a collective or consolidated basis, and may each bring claims against the other only in your or its individual capacity. As referenced above, 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 individual claim. If a court determines that this class action waiver is not enforceable as to a particular claim or request for relief and all appeals from that decision have been exhausted (or the decision is otherwise final), then the parties agree that that particular claim or request for relief shall proceed in court but shall be stayed pending arbitration of the remaining claims.

W) Special Additional Procedures for Mass Arbitration

If 25 or more individuals seek to initiate arbitrations with Sturbridge raising similar claims, and counsel for the individuals bringing the claims are the same or coordinated or the claims are otherwise coordinated ("Mass Claims"), you and Sturbridge agree that these additional procedures shall apply, along with the applicable NAM Rules (or the applicable AAA Rules if AAA is the administrator as set forth above). You understand and agree that if you choose to initiate your claim as part of Mass Claims, the adjudication of your claim might be delayed. Counsel for the individuals and counsel for Sturbridge shall each select 15 cases (per side) to be filed in and proceed in arbitration in bellwether proceedings to be resolved individually. Each case shall be assigned to a separate and different arbitrator. In the meantime, no other cases may be filed or deemed filed in arbitration, and the arbitration administrator shall not accept or administer arbitrations commenced in violation of these procedures. If the parties are unable to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, each side may select another 15 cases (per side) to be filed in and proceed in arbitration in a second set of bellwether proceedings to be resolved individually. Each case shall be assigned to a separate and different arbitrator. This process shall continue consistent with this staged process of administering and moving forward a maximum of 30 individual arbitration proceedings at a time until the parties are able to resolve all of the Mass Claims, either through settlement or arbitration. If these additional mass arbitration procedures apply to your claim, any applicable statute of limitations shall be tolled from the time the first cases are selected for a bellwether proceeding until your claim is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court shall have the authority to enforce these mass arbitration procedures and, if necessary, to enjoin the filing or prosecution of arbitrations.

X) Governing Law

You and Sturbridge agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act ("FAA") and federal law, and not by any state or local laws, or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. Where otherwise applicable, the laws of the Commonwealth of Massachusetts apply. Should any action proceed in court (other than in small claims court), you consent to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Massachusetts.

Y) Other

To the extent that any other provision of the Terms of Use is found to be inconsistent with rights, duties, and requirements of this arbitration agreement, or where the application of such a provision would change or render unenforceable any part of this arbitration agreement, such provision shall be null and void and the terms of this arbitration agreement shall control.

Z) Termination

Your ability to access and use the Site remains in effect until terminated in accordance with these Terms of Use. You agree that Sturbridge, in its sole discretion, may terminate your account and your use of the Site and may remove and delete your User Content if Sturbridge believes that you have violated or acted inconsistently with these Terms of Use or for any other reason. Sturbridge also may in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site may be effected without prior notice and you acknowledge and agree that Sturbridge may bar any further access to the Site. Further, you agree that Sturbridge will not be liable to you or any third-party for any termination of access to the Site.

The provisions of the Intellectual Property Rights, User-Generated Content, Acceptable Use Policy, Disclaimer of Warranties, Indemnity, Limitation of Liability, Legal Dispute sections, together with and any other rights and obligations which by their nature are reasonably intended to survive such termination, will survive any termination of these Terms of Use.

AA) Right to Access

YOU MUST BE AT LEAST AGE 13 TO USE THE SITE. By using the Site, you affirm that you are over age 13. If you are under age 13, you may not access or use the Site.

IF YOU ARE A PARENT OR GUARDIAN THAT PROVIDES CONSENT TO YOUR TEENAGER'S REGISTRATION WITH AND USE OF THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF SUCH TEENAGER'S USE OF THE SITE.

AB) Outages

Sturbridge periodically schedules system downtime for the Site for maintenance and other purposes. Unplanned system outages also may occur. You agree that Sturbridge has no responsibility and is not liable for: (a) the unavailability of any of the Site; (b) any loss of data, information or materials caused by such system outages; (c) the resultant delay, mis-delivery or non-delivery of data, information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation any companies or servers hosting any of the Site, any Internet service providers or otherwise.

AC) Jurisdictional Issues

The Site are operated by Sturbridge from its offices in Boston, Massachusetts, USA. The Site are intended for users who reside in the United States of America. Sturbridge makes no representations or warranties that the Site or any materials contained in them are valid, appropriate or available for use outside of the United States. If you access and use the Site outside the United States, you do so at your own risk and are responsible for compliance with

applicable local laws. Sturbridge reserves the right to limit the availability of the Site and/or the provision of any service, program or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion. Any software on the Site is subject to United States export controls and may not be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods or which is subject to other applicable U.S. trade sanctions; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software from the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

AD) General Information

No waiver of any provision or any breach of this Agreement will constitute a waiver of any other provisions or any other or further breach. In the event that any provision of this Agreement is determined to be illegal or unenforceable, the balance of the Agreement shall continue to be fully valid, binding, and enforceable. These Terms of Use set forth the entire Agreement between you and Sturbridge with respect to use of the Site and supersede any prior agreements between you and Sturbridge relating to such subject matter. The Terms are not assignable, transferable or sublicensable by you except with Sturbridge's prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use. Any heading, caption or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. Sturbridge's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of Sturbridge's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Sturbridge with respect to such use. A printed version of these Terms of Use and of any notices given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties agree that all correspondence relating to these Terms of Use must be written in the English language.

AE) Violations

Please report any violations of these Terms of Use to the system administrator here.

AF) Questions?

If you have questions, comments or complaints about these Terms or the Site, please send us an email at legal@sturbridgesupplies.com