

Get Kindness, Inc. (“Get Kindness”, “us” or “we”), owns and operates this website (“Site”). These Terms of Use and Sale (“Terms”) constitute a legally binding agreement made by and between Get Kindness and you as the user of this Site (personally and, if applicable, on behalf of the third party for whom you are using the Site; collectively, “you”). The Terms govern your use of the retail, membership, and other services we make available on this Site (“Services”).

BY ACCESSING OR USING ANY PART OF THE SITE OR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS. IF YOU DO NOT AGREE TO BE SO BOUND, YOU MAY NOT ACCESS OR USE THE SITE OR ANY SERVICES.

If you have any questions about these Terms, please contact us by email at [contact@getkindness.com](mailto:contact@getkindness.com)

## **1. GENERAL**

1.1 Eligibility. You understand and agree that to use the Site you must be of legal age (18 years of age or older, or, if you have parental consent, 13 years of age). If you use the Site on behalf of any third party, you agree that you are an authorized representative of that third party and that your use of the Site constitutes that third party’s acceptance of these Terms. In addition, if you have been previously prohibited from accessing the Site or the website of any of our affiliates, you are not permitted to access the Site.

1.2 License to Use the Site. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access the Site and use the Services for your personal, non-commercial use. Get Kindness reserves the right to monitor your usage of the Services for the purpose of determining that it complies with these Terms.

1.3 Prohibited Conduct. You may not use the Site or Services other than as expressly permitted by Section 1.2 above. Without limitation, you will not, directly or indirectly: (a) copy, reproduce, modify, distribute, display, create derivative works of or transmit any content on the Site; (b) use the Service or Site commercially; (c) reverse engineer,

decompile, tamper with or disassemble the technology used to provide the Services or Site (except as and only to the extent any foregoing restriction is prohibited by a non-waivable provision of applicable law); (d) interfere with or damage the Services, Site, or underlying any technology; (e) impersonate or misrepresent your identity or affiliation; (f) attempt to obtain unauthorized access to the Services or Site; (g) collect information about users of the Services, the Site, or the Services; (h) violate, misappropriate or infringe a third party's intellectual property or other right, or any social media platform terms; (i) violate any law, rule, or regulation, or (j) interfere with any third party's ability to use or enjoy, or our ability to provide, the Services or Site.

1.4 Privacy Policy. Get Kindness's Privacy Policy (which describes how we collect, use and disclose your personal data, and the basis for this) is incorporated into and is a part of these Terms.

## **2. ACCOUNT REGISTRATION; ACCOUNT USE**

2.1 Account Registration. If you create an account, you must provide us with complete and accurate information. You must promptly update such information to keep it complete and accurate. You are entirely responsible for maintaining the confidentiality of your password and account. You are entirely responsible for any and all activities that occur under your account. You may not use anyone else's account at any time.

2.2 Security of Your Account. You agree to notify Get Kindness immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss, damages, liability, expenses or costs (including but not limited to legal fees) that you may incur as a result of someone else using your password or account, either with or without your knowledge. You will be liable for losses, damages, liability, expenses and costs (including but not limited to reasonable legal fees) incurred by Kindness Box or a third party due to someone else using your account, unless such use is due to Kindness Box's willful misconduct.

2.3 No Obligation to Retain a Record of Your Account. Get Kindness is under no obligation to retain a record of your account or any data or information that you may have stored for your convenience by means of your account or the Services.

## **3. MEMBERSHIPS AND PROMOTIONS**

3.1 Memberships. We offer subscription membership plans (each, a "Membership") for regular shipments of curated items or single purchase premium edition offerings

Kindness Box may provide from time to time. Our Memberships are also subject to our Get Kindness Membership Terms, which provide additional information regarding Memberships (including term, delivery frequency, and pricing).

**3.2 MEMBERSHIPS AUTOMATICALLY RENEW. YOU ACKNOWLEDGE AND AGREE THAT EACH MEMBERSHIP AUTOMATICALLY RENEWS, AND YOU WILL CONTINUE TO BE CHARGED, UNLESS AND UNTIL YOU CANCEL YOUR MEMBERSHIP, OR WE SUSPEND OR TERMINATE IT, IN ACCORDANCE WITH THESE TERMS AND/OR THE KINDNESS BOX BOX MEMBERSHIP TERMS.**

3.3 Cancellation Policy. Memberships may be cancelled any time, subject to these Terms and the Get Kindness Membership Terms. In order to cancel your Membership, you must: (a) email us at [contact@getkindness.com](mailto:contact@getkindness.com), indicate that you wish to cancel and follow the instructions that we send you in response. You must contact us and complete cancellation within the timeframes stated in the Get Kindness Membership Terms for your cancellation to be effective in a timely fashion. There are no cancellation fees. Canceling your account does not result in a refund of amounts already paid or stop a pending charge, but will go into effect for the next billing cycle.

3.4 Promo Codes. Get Kindness may, from time to time in its sole discretion, offer certain promotional codes for discounts. Promotional codes are non-transferable and are not redeemable for cash, credit, or toward previous purchases. There is no cash alternative. Furthermore, promotional codes cannot be used in conjunction with any other offer or promotional discount, and must be redeemed by the date published, if provided. Lost promotional codes cannot be replaced. Limit one promotional code per customer. Promotional codes are void where prohibited. Any promotional program may be terminated or modified by Get Kindness at any time in its sole discretion.

## **4. TERMS OF SALE**

The following terms apply to your purchase of the products offered on the Site.

4.1 Product Descriptions. We try to make the Site thorough, accurate, and helpful to our customers. Nonetheless, there may be times when certain information contained on the Site may be incorrect, incomplete, inaccurate, or appear inaccurate because of the browser, hardware, or other technology that you use. We apologize in advance for any such errors that may result in an incorrect price, inaccurate description, item unavailability or otherwise affect your order. We reserve the right to correct errors

(whether by changing information on the Site or by informing you of the error and giving you an opportunity to cancel your order) or to update Product information at any time without notice.

4.2 Availability and Pricing. Get Kindness reserves the right to change the prices and available Products and Memberships at any time. Any Membership you have already paid for will not be affected by such change for the then-current term of the Membership. Quantities of some Products may be limited and stock cannot always be guaranteed. Products offered for sale on this Site are quoted in U.S. dollars. The availability of Products may be limited depending upon the shipment destination. Prices do not include any shipping and handling fees, foreign exchange or transaction fees, or any applicable taxes – any shipping and handling fees and taxes charged or collected by Get Kindness will be added to your order and will appear as a separate charge on your order receipt/confirmation. If applicable, currency exchange rates and foreign transaction fees are generally determined and applied by your payment provider and you acknowledge and agree that Get Kindness shall have no responsibility for refunding nor compensating you for amounts or expenses incurred in connection therewith. We may occasionally make errors in the stated prices on this Site. If a product's correct price is higher than the listed price, we will, in our discretion, either confirm the correct price with you or cancel your order and notify you of such cancellation.

4.3 Purchasing Products. The display of Products on the Site invites you to make us an offer to buy the Products. Your order is an offer to buy the Products, which we accept only by shipping the Products ordered. Any confirmation that you receive after placing an order does not constitute an acceptance of your offer, and is subject to correction before shipment in the event of inaccuracies, errors, Product unavailability, or for any other reason.

4.4 Orders. We have the right to refuse or limit any orders, limit quantities, and Memberships. We will not be liable if a Product is unavailable or if shipment is delayed. We may grant or deny cancellation requests in our sole and absolute discretion. To the extent legally permissible, we reserve the right to provide substantially similar products to fulfill your order.

4.5 Returns. We do not allow returns or substitutions of Products to Get Kindness or any Get Kindness brand partners and/or vendors. All sales are final.

4.6 Damaged or Incomplete Shipment. If you receive a damaged or incomplete

shipment of Products, or if you are otherwise unhappy with any Product, please contact us. We must receive notice of a damaged or incomplete shipment within two (2) weeks of receipt (as shown on by our common carrier's shipping information). Any refunds or replacements are made solely in our discretion.

4.7 Payment. You authorize us (and any payment processor) to charge your payment card for all purchases you make, including regularly for Memberships, which automatically renew. We accept the forms of payment stated on the Site and, for credit and debit card payments, charge your credit or debit card when your order is processed. The bank issuing your credit or debit card may control when to release funds in the case of an order cancellation or refund. We reserve the right to use the payment information you provide us in connection with this payment to provide better service to you should you wish to use our service again in the future and to protect us from fraud and other losses. Completion of a payment transaction is contingent upon: (a) you providing complete personal, account, transaction and any other information needed, (b) authorization of the payment by your credit or debit card company, and (c) acceptance of your payment. You may cancel your payment prior to your final submission of it to us. We may, in our sole discretion, cancel your payment at any time by providing notice to you through your contact information or by a notice when you attempt to make a payment. We may cancel a payment or prevent you from initiating future payments for any reason, including, without limitation, the following: (i) if you attempt to use the Services in breach of any applicable law or regulation, including but not limited to the card network rules or regulations; (ii) if you use the Services in breach of these Terms; (iii) if we suspect fraudulent, unlawful or improper activity regarding a payment; (iv) if we detect, in our sole discretion, that your payments have excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) failure to cooperate in an investigation or provide additional information when requested.

4.8 Transfer of Title and Risk of Loss/Damage. Title to and the risk of loss/damage of all Products passes from us to you at the time we deliver the products to the common carrier for shipment. By purchasing products on the Site for shipment, you are asking us to engage a common carrier to deliver your order. In doing so, we are providing a service to and acting on behalf of you. We reserve the right to choose any and all procedures, packaging and the common carrier of sold products. We may not be able to have your order shipped to a post office box, to certain addresses or on certain days. We reserve the right to ship your order in multiple boxes or shipments.

4.9 Taxes and Shipping and Handling. Stated prices do not include any customs, duties,

sales, use, value-added, excise, federal, state, local or other taxes. You are solely responsible for the payment of such taxes related to your purchase. We have the right to charge you for any taxes that we believe we are required to pay or collect related to your purchase. We reserve the right to charge shipping and handling fees, as determined by Get Kindness in its sole discretion, to cover the cost of processing, handling and shipping orders, and which may include amounts incurred for customs, transport and duties as applicable. Any shipping and handling charges will be added to your order and will appear as a separate charge on your receipt/order confirmation.

4.10 Gift Certificates. Gift certificates will expire or decline in value, or not, in accordance with the laws of the purchaser's location at the time of purchase.

4.11 Personal Use Only. Products are for your personal use only. You agree not sell or resell any Products you purchase or otherwise receive from us in connection with your Membership. Except where prohibited by law, we may limit the quantity of Products available for purchase. We reserve the right, with or without notice, to cancel or reduce the quantity of any order to be filled or Products to be provided to you that may result in a violation of these Terms, as we determine in our sole discretion.

## **5. INTELLECTUAL PROPERTY; THIRD-PARTY CONTENT AND SERVICES**

5.1 Intellectual Property Rights. All content on the Site, or otherwise made available via the Site, including the text, notes, graphics, photos, sounds, music, videos, interactivities and the like ("Content"), the trademarks, service marks and logos contained therein ("Marks"), the design of the Site and/or Services ("Site Design"), and all software and other technology used to provide the Site and/or Services ("Technology"), are owned by or licensed to Get Kindness and/or its affiliates. Content is provided to you for your information and personal use only and may not be used, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever. We reserve all rights not expressly granted in and to the Site, Content, Marks, Site Design and Technology. Using the Site and/or Services does not give you any ownership of or right in or to any Content, Marks, Site Design or Technology.

5.2 Third-party Content. The Site may contain information and content provided by third parties. We have no obligation to monitor, we do not endorse, and we are not liable for any third-party content. In addition, the Site may contain links to third-party websites. Get Kindness is not responsible for the content on any linked site or any link contained

in a linked site. We do not endorse or accept any responsibility for the content on such third-party sites.

5.3 Third-party Services. Third parties may offer their services directly to you through the Site. In such case, you may be required to agree to the third party's terms of service and/or privacy policy in order to use the service. Get Kindness will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy of the third party, or its failure to adhere to its terms of service or privacy policy, or any loss, damages, liability or expenses (including legal fees) that you may incur arising from or related to such third party's services or products.

## **6. CONTRIBUTIONS TO KINDNESS BOX**

Any text, photographs, artwork, ideas, questions, reviews, comments, suggestions or other content that you submit or post to the Site or otherwise provide to us are referred to as "User Content". The following terms apply to User Content:

6.1 License to Kindness Box. By sharing, submitting or uploading any User Content, you grant Get Kindness a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable and transferable license to use, copy, distribute, display, publish, perform, sell, transmit, adapt, translate, modify, reverse-engineer, disassemble and create derivative works from your User Content in any manner existing now or created in the future. Subject to the license above, you retain ownership of User Content.

6.2 Waiver of Moral Rights. You irrevocably waive and agree not to assert any rights, including any "moral rights", that you have to prevent us from exploiting the rights granted in Section 6.1.

6.3 Right to Name and Likeness. You also grant us the right to use and display for any purpose the name, photograph and any other biographical information that you submit with any User Content.

6.4 Your Responsibility for User Content. You acknowledge and agree that you are solely responsible for all the User Content that you make available through the Site. Accordingly, you agree and confirm that: (1) you have all rights, licenses, consents and releases necessary to grant Get Kindness the required rights to disseminate any User Content; and (2) neither your User Content nor your posting, uploading, publication, submission or transmittal of this User Content or Get Kindness's use of your uploaded User Content (or any portion thereof) on, through, or by the means of the Site, will

infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or rights of publicity or privacy or result in the violation of any applicable law or regulation.

6.5 No Obligations Regarding User Content. We will not have any obligation to hold any User Content in confidence or compensate you or anyone else for its use. We have the right to remove or edit any User Content for any reason or no reason at all.

## 7. INFRINGEMENT

7.1 Infringement Notification. Get Kindness respects the rights of others and we expect users of our Site and Services to do the same. These Terms prohibit the infringement of the copyrights of others, and it is also our policy that we may remove, suspend, terminate access, or take other appropriate action against repeat offenders. We may also remove content that in our sole discretion appears to infringe the intellectual property rights of others.

7.2 How to File an Infringement Notification. If you have evidence, know, or have a good faith belief that content residing on or accessible through our Site infringes a copyright which you own or for which you are a designated agent, please send a notice of infringement by email, or regular mail to Get Kindness's designated Copyright Agent to receive notifications of claimed infringement by one of the following means:

EMAIL: [contact@getkindness.com](mailto:contact@getkindness.com) Subject: Copyright

Get Kindness  
ATTN: Copyright Agent  
P.O. Box 493243  
Leesburg, FL 34749  
USA

In any such notice, please include sufficient information to address the items specified below:

- Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works are covered by a single notification, provide a representative list of such works.
- Identify the material that is claimed to be infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit Get Kindness to locate

the material. Please provide a URL and screenshots for each item. Include the specific asset(s) or page(s) that you claim to be infringing. Say “entire work” ONLY if all assets/pages in a collection/document are infringing.

- Include details of your claim to the material, or your relationship to the material’s copyright holder.
- Provide your full name, address, and telephone number should we need to clarify your claim.
- Provide a working email address where we can contact you to confirm your claim.
- If true, include the following statement: “I have a good faith belief that use of the copyrighted materials described above as the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law.”
- If true, include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint.”
- Sign the document, physically or electronically.

## **8. WARRANTIES; DISCLAIMER**

8.1 YOUR RIGHTS MAY VARY. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE BELOW EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS.

8.2 NO WARRANTIES. THE SITE, SERVICES AND PRODUCTS ARE PROVIDED “AS AVAILABLE” AND “AS IS,” WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. GET KINDNESS DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, TITLE AND NON-INFRINGEMENT. GET KINDNESS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE IN STOCK, SAFE, DEFECT-FREE, CONFORM WITH WRITTEN OR ORAL SPECIFICATIONS, GUARANTEES, REPRESENTATIONS, WARRANTIES OR PROMISES, OR THAT PRODUCTS WILL NOT BE LOST OR DAMAGED IN SHIPMENT.

8.3 USE OF SITE IS AT YOUR OWN RISK. KINDNESS BOX DOES NOT REPRESENT OR WARRANT THAT THE SITE, SERVICES OR EMAILS SENT TO YOU WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR THAT ALL INFORMATION WILL BE ACCURATE OR COMPLETE. YOU AGREE THAT YOUR USE OF THE SITE

SHALL BE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR HARDWARE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF MATERIAL OR DATA. GET KINDNESS MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR PROMISE THAT THE PRODUCTS, SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY PARTICULAR RESULTS. GET KINDNESS WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CONTENT OR SERVICES ON THE SITE, ANY LINKS TO THIRD-PARTY WEBSITES OR ANY THIRD-PARTY WEBSITES. PACKAGING, LABELS AND INSTRUCTIONS MAY CONTAIN MANUFACTURER DISCLAIMERS AND LIMITATIONS OF LIABILITY THAT APPLY TO THE PRODUCTS YOU PURCHASE. GET KINDNESS MAKES ALL DISCLAIMERS IN THIS PARAGRAPH ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS.

8.4 NO RESPONSIBILITY FOR THIRD-PARTY MATERIALS. GET KINDNESS DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SITE, AND GET KINDNESS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. KINDNESS BOX WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW.

## **9. LIMITATION OF LIABILITY**

9.1 YOUR RIGHTS MAY VARY. BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE BELOW LIMITATIONS MAY NOT APPLY TO YOU DEPENDING ON YOUR STATE OR NATION OF RESIDENCE.

9.2 NO CONSEQUENTIAL DAMAGES. IN NO EVENT WILL GET KINDNESS, ITS

AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES (COLLECTIVELY “GET KINDNESS” FOR PURPOSES OF THIS SECTION 9) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE PERFORMANCE, USE OF OR THE INABILITY TO USE THE SITE, SERVICES OR PRODUCTS, EVEN IF GET KINDNESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE OR OTHERWISE. GET KINDNESS WILL NOT BE LIABLE FOR THE COST OF REPLACEMENT PRODUCTS, LOSS OF REVENUE OR LOSS OF GOOD WILL.

9.3 OUR LIABILITY IS LIMITED. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT(S) TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A PRODUCT, \$100.

## **10. INDEMNITY**

You agree to defend, indemnify and hold harmless Get Kindness, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Parties”) from and against any and all claims, damages, losses, liabilities and expenses (including reasonable legal fees) incurred in connection with any third-party claim brought or asserted against any of the Indemnified Parties: (a) alleging facts or circumstances that would, if true, constitute a violation of any provision of these Terms by you; (b) alleging bodily injury, death, property damage or other damages arising from your or a third party’s use or misuse of any product purchased by you on this Site; (c) arising from or related to any other party’s access and use of the Services with your unique username, password or other appropriate security code (if such codes are required to access Services in the future); (d) arising from or related to our use of your User Content in the context of the Services; or (e) arising from, related to, or connected with your use or misuse of the Site or Services. We may, in our sole and absolute discretion, control the disposition of any such claim at your sole cost and expense. You may not settle any such claim without our express written consent.

## **11. TERMINATION; SURVIVAL**

11.1 Term. These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion and without any liability, modify, suspend or discontinue any aspect of the Site, temporarily or permanently, at any time and

without prior notice.

11.2 Modification and Termination of Site and Services. We may modify or terminate the Site or the Services, your access to the Services, in part or as a whole, at any time, for any or no reason, and without notice or liability to you.

11.3 Suspension or Termination. We may deny you access to all or part of the Site at any time for any reason (including if you violate these Terms, as determined in our sole and absolute discretion) or no reason at all. If we terminate for no reason your right to access the Site, we will fulfill our obligations to you related to any order outstanding at the time of termination.

11.4 Effect of Termination. If you terminate your account, you will remain liable under these Terms for any purchase made prior to termination. If we terminate your right to access the Site, these Terms will terminate and all rights you have to access the Site will immediately terminate. The following provisions will survive termination: 1.3, 1.4, 2, 4.5, 5 through 10, 11.4, 12, and 13.

## **12. DISPUTES**

You and Get Kindness agree that any dispute that has arisen or may arise between us relating in any way to your use of or access to the Services or Site, the Products, any breach, enforcement, or termination of these Terms, or otherwise relating to Get Kindness in any way (collectively, "Covered Matters") will be resolved in accordance with the provisions set forth in this Section 12.

12.1 Informal Resolution. If you have any dispute with us, you agree that before taking any formal action, you will contact us at [contact@getkindness.com](mailto:contact@getkindness.com), with the subject line "Legal", provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account) and allow sixty (60) days to pass, during which we will attempt to reach an amicable resolution of any issue.

12.2 Applicable Law. United States federal law, and (to the extent not inconsistent with or pre-empted by federal law) the laws of Florida, without regard to conflict of laws principles, will govern all Covered Matters.

12.3 Arbitration. These Terms and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act applies in all cases and

governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any claims arising out of, relating to, or connected with these Terms must be asserted individually in binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules (including, without limitation, utilizing desk, phone or video conference proceedings where appropriate and permitted to mitigate costs of travel). The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including, any claim that all or any part of these Terms is void or voidable or a particular claim is subject to arbitration. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

12.4 Award. For matters where the relief sought is over \$5,000, the arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same Get Kindness user to the extent required by applicable law. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

12.5 Exception. Each party will retain the right to seek relief in a small claims court in the United States if the claim and the parties are within the jurisdiction of such small claims court.

12.6 Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$5,000 or less, at your request, Kindness Box will reimburse you for all filing, administration, and arbitrator fees associated with the arbitration following the earlier of the arbitrator’s decision or settlement. In the event

the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, Get Kindness is relieved of its obligation to reimburse you for any fees associated with the arbitration.

12.7 Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any amendment to this agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Get Kindness prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between you and Get Kindness. If you do not agree to these amended terms, you may close your account within thirty (30) days of the posting or notification and you will not be bound by the amended terms.

12.8 Judicial Forum for Legal Disputes. Unless you and we agree otherwise (and except as described in Section 12.5 above), in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the agreement to arbitrate, as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and Get Kindness must be resolved exclusively by a state or federal court located in Lake County, Florida. You and Get Kindness agree to submit to the exclusive personal jurisdiction of the courts located within Lake County, Florida for the purpose of litigating all such claims or disputes.

12.9 Opt-Out. IF YOU ARE A NEW GET KINDNESS USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION (“OPT-OUT”) BY EMAILING US AN OPT-OUT NOTICE TO CONTACT@GETKINDNESS.COM WITH THE SUBJECT LINE “ARBITRATE AGREEMENT OPT-OUT” EMAIL ADDRESS (“OPT-OUT NOTICE”) OR VIA US MAIL TO: Get Kindness, P.O. Box 493243, Leesburg, FL, USA. THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME. IF YOU ARE NOT A NEW GET KINDNESS USER, YOU HAVE UNTIL THIRTY (30) DAYS AFTER THE POSTING OF THE NEW TERMS TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.

12.10 Procedure. In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address(es) associated with your Account(s) to which the opt-out applies and an unaltered digital image of a valid

driver's license which matches the name on your account to: [contact@getkindness.com](mailto:contact@getkindness.com) with the subject line "Arbitrate agreement opt-out". This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms and its Disputes section will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

12.11 WAIVER. BY AGREEING TO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED ABOVE) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

12.12 STATUTE OF LIMITATIONS. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE, SERVICES, OR THE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.

### **13. GENERAL TERMS**

13.1 Force Majeure. Under no circumstances shall Get Kindness or its licensor or supplier be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

13.2 No Waiver; Severability. No waiver of any term of these Terms will be binding unless in writing, no waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and the failure of Get Kindness to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and

effect.

### 13.3 Miscellaneous.

13.3.1 These Terms (and all policies, terms and conditions referenced herein) constitute the entire agreement between you and Get Kindness and govern your use of the Site, Services and products provided by Get Kindness, and supersede any prior agreements between you and Get Kindness on the subject matter. You also may be subject to additional terms that may apply when you enter into a contract of sale with us, or use certain Get Kindness Services or third-party content, links or websites.

13.3.2 These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Get Kindness without restriction.

13.3.3 These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns.

13.3.4 These Terms may not be modified by an oral statement by a representative of Get Kindness. A party's failure or delay in exercising any right, power or privilege under these Terms will not waive its rights to exercise such right, power, or privilege in the future, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege under these Terms.

13.3.5 No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms.

13.3.6 You agree to comply with all applicable laws in your use of the Site and Services.

13.3.7 You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form.

13.3.8 These Terms will not be construed against the drafter.

13.3.9 "Include(s)" or "including" means, respectively, "include(s), without limitation," or "including, without limitation," unless expressly stated otherwise.

13.3.10 If you are using the Site or Services for or on behalf of the U.S. or any other

government, your license rights do not exceed those granted to non-government consumers.

13.4 Use Outside the United States of America. The Site is controlled and offered by Get Kindness from the United States of America for use by customers in the United States, and internationally. Get Kindness makes no representations that the Site is appropriate for use in other locations. Those who access or use the Site from other locations do so at their own risk and are responsible for compliance with local law.

13.5 Notices and Electronic Communications. You hereby consent to receiving and transacting with us by electronic means. We may deliver notice to you by e-mail, posting a notice on the Site or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following physical or email address:

Kindness Box

P.O. BOX 493243

Leesburg, FL 34748

USA

Or

[contact@getkindness.com](mailto:contact@getkindness.com)