

**Terms of Use
for
www.nori.com**

Last Modified: February 1, 2018

These Terms of Use are entered into by and between you (“**you**” or “**your**”) and Nori LLC, a Washington limited liability company (“**Company**,” “**Nori**,” “**we**,” or “**us**”). The following terms and conditions (“**Terms of Use**”/ “**Terms**”), govern your access to and use of www.nori.com and any affiliated websites (collectively, the “**Website**”).

By using the Website, you: (a) acknowledge that you have read and understand these Terms of Use; (b) represent that you have the capacity to enter into a binding agreement; and (c) accept these Terms of Use and agree that you are legally bound by them. If you do not, or cannot, agree to these Terms of Use, do not use the Website.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS YOUR RIGHTS AND INCLUDES A WAIVER OF A TRIAL BY JURY, TIME LIMITATIONS WHEN BRINGING A CLAIM, AND LIMITATIONS ON YOUR ABILITY TO BRING A CLAIM ON BEHALF OF OTHERS.

1. **Changes to the Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.
2. **Accessing the Website.** We reserve the right to withdraw or amend this Website, and any service, item, or material we provide on the Website, in our sole discretion and without notice to you. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users. You are responsible for (a) making all arrangements necessary for you to have access to the Website; and (b) ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.
3. **Intellectual Property Rights.** The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Nori, its licensors or other providers of such material and are protected by United States and international copyright, trademark, trade secret and other intellectual property or proprietary rights laws. These Terms of Use hereby permit you to use the Website for your personal use only. You may not re-sell any items that you purchase or obtain from the Website, if any. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website without our written consent. However, if we provide social media features, such as the ability to share a social media post from the Website, you may take such actions as are enabled by such features. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted herein are reserved by Nori. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.
4. **Trademarks.** Our Company name, the Nori logo, and all related names, logos, designs and slogans used on the Website are trademarks of Nori or our affiliates or licensors. Other product and company names and logos appearing on the Website may be registered or unregistered trademarks, service marks or trade names of their respective owners. Any use of the trademarks, service marks or trade

names displayed on the Website is strictly prohibited, and nothing appearing on the Website will be construed as granting, by implication or otherwise, any license or right to use any of those trademarks, service marks or trade names.

5. **Prohibited Uses.** Without limiting the foregoing, you may not use the Website to: (a) take actions that are defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; (b) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; (d) violate the legal rights (including the rights of publicity and privacy) of others or behave in any way that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy; (e) take actions that would be likely to deceive any person, including, without limitation, to impersonate or attempt to impersonate Nori, a Nori employee, another user or any other person or entity; (f) promote any illegal activity, or advocate, promote or assist in any unlawful act; (g) cause annoyance, inconvenience or needless anxiety to, or upset, embarrass, alarm, or annoy any other person; (h) engage in commercial activities or sales with others, such as contests, sweepstakes and other sales promotions, bartering or advertising, or transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation; (i) give the impression that your behaviors or comments emanate from or are endorsed by us or any other person or entity;

Further, you may not: (j) use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website; (k) use any robot, spider or other automatic device, process or means to access the Website for any reason whatsoever; (l) use any manual process to monitor or copy any of the material on the Website for any reason without our prior written consent; (m) use any device, software or routine that interferes with the proper working of the Website; (n) introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (o) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; or (p) otherwise attempt to interfere with the proper working of the Website.

6. **Response to Violations.** We reserve the right to (i) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and/or (ii) terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order related to our Website, including, without limitation, users of our Website. YOU WAIVE AND HOLD HARMLESS NORI AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

7. **Reliance on Information Posted.** The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. This Website may include content provided by third parties, including materials provided by other users, bloggers and third party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Nori, are solely the opinions and the responsibility of the

person or entity providing those materials. These materials do not necessarily reflect the opinion of Nori. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

8. **Changes to the Website.** We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.
9. **Information About You and Your Visits to the Website.** All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
10. **Third Party Links From the Website.** If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.
11. **Geographic Applicability.** We make no claims that the Website or any of its content is accessible or appropriate outside of the United States of America. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States of America, you do so on your own initiative and are responsible for compliance with local laws.
12. **Disclaimer of Warranties.** You understand that we cannot and do not guarantee or warrant that the Website or any of its contents will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, ANY SERVICES, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED BY NORI, ITEMS PURCHASED OR OBTAINED THROUGH THE WEBSITE, ARE PROVIDED AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, ANY SERVICES, AND, EXCEPT AS OTHERWISE STATED BY NORI, ITEMS PURCHASED OR OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER NORI NOR ANY PERSON ASSOCIATED WITH NORI MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, THE CONTENT, OR THE ITEMS PROVIDED THEREIN. WITHOUT LIMITING THE FOREGOING, NEITHER NORI NOR ANYONE ASSOCIATED WITH NORI REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

NORI HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING

DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. **Limitation on Liability.** IN NO EVENT WILL NORI, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PRODUCT LIABILITY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN THE EVENT CERTAIN OF THE COMPANY'S LIABILITY TO YOU CANNOT BE EXCLUDED UNDER APPLICABLE LAW, THE COMPANY'S MAXIMUM LIABILITY TO YOU FOR ALL SUCH DAMAGES SHALL BE \$10.
14. **Indemnification.** You agree to defend, indemnify and hold harmless Nori, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website.

1.
15. General Terms.

15.1. Entire Agreement. These Terms and the Privacy Policy constitute the entire agreement between you and Nori with respect to your use of the Website, and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter contained herein. Your obligations to indemnify Nori, along with any other part of these Terms of Use which, by their nature should survive termination of these Terms or your right to use the Website, shall survive.

2.
15.2. No Assignment. These Terms and any rights or licenses granted to you herein are personal to you, and may not be assigned prior to obtaining Nori's written consent.

3.
15.3. Arbitration. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND INCLUDES WAIVER OF A TRIAL BY JURY IN A COURT AND OF THE ABILITY TO BRING A CLAIM ON BEHALF OF OTHERS. Any disputes or claims arising from the use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, will be resolved by binding arbitration under the Federal Arbitration Act, federal arbitration law and rules, and Washington state law. To the fullest extent permitted by law: (a) no arbitration under these Terms shall be joined to any other arbitration; (b) no class arbitration proceedings will be permitted; (c) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding may be given preclusive or collateral estoppel effect in any arbitration hereunder (unless determined in another proceeding between you and Nori); and (d) no conclusion of law in any other arbitration may be given any weight in any arbitration hereunder (unless determined in another proceeding between you and Nori). Both parties will be responsible for their respective arbitration fees.

4.
15.4. Governing Law and Jurisdiction. These Terms are governed by and construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the state of Washington without giving effect to any choice or conflict of law provision or rule. Notwithstanding the foregoing, Nori retains the right to bring any suit, action or proceeding

against you for breach of these Terms in your country of residence or any other relevant country.

5.

15.5. Injunctive Relief. You agree that Nori may bring suit in any court of competent jurisdiction in order to enjoin infringement or other misuse of Nori's or its affiliates or licensor's intellectual property rights.

6.

15.6. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED (if applicable law prohibits a one (1) year limitation period for asserting claims, the claim must be asserted within the shortest time period in excess of one (1) year that is permitted by applicable law).

7.

15.7. Waiver and Severability. No waiver by Nori of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Nori to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

8.

15.8. Notices, Questions or Concerns. All notices, comments, requests for technical support and other communications relating to the Website or the Company should be directed to: info@nori.com.