

# The Handweaving Academy

*In order to complete your registration, you are required to electronically accept these Terms and Conditions. You acknowledge that you have carefully reviewed these terms, to which you a party, fully understand and are aware of these terms, and understand your rights, obligations and responsibilities hereunder. You acknowledge that The Handweaving Academy has presented you with the opportunity to review and agree to these terms. Through your acceptance below and you continued use of our website, you agree to these Terms and Conditions of our service.*

## TERMS AND CONDITIONS OF SERVICE

The Handweaving Academy (“Handweaving”) has built a network that enables people of similar interests to connect with each other, build communities, and grow businesses. These Terms govern your use of [www.handweavingacademy.com](http://www.handweavingacademy.com) (“Our Site”), and the other products, features, apps, and services, we offer (the Handweaving Products or Products), except where we expressly state that separate terms (and not these) apply. These Products are provided to you by Handweaving Academy LLC.

Upon paying for your subscription to use Our Site, you will have access to products and services covered by these Terms, unless we state otherwise.

Our Privacy Policy explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your settings pages of the relevant Handweaving Product at any time to review the privacy choices you have about how we use your data.

## 1. OUR SERVICES

Our goal is to enable you to collaborate with other people of similar interests and build a community that allows people to do what they love most, hand weave, better. To reach this goal, we provide the Products and services below:

- a. Provide you a subscription-based online forum to interact with others
- b. Connect you with people and organizations from around the world
- c. Empower you to express yourself and communicate your areas of interest
- d. Introduce you to content, products, and services that may be of interest to you
- e. Promote a safe and secure platform, where people feel free to share interests in an environment free of harmful conduct:
  - i. If we become aware of content or conduct that is, in our view, harmful or disruptive, we may take the following actions, to include: an alert or notification, removing content, removing or restricting certain access, suspending an account, or contacting relevant legal authorities.

- ii. Handweaving may retrieve, store, use and share any information it collects about you where there is a good faith belief the law permits. For more information, please review our Privacy Policy.

Ensuring access to our services:

To enable you to connect with people around the world, we need to transfer, store and distribute content to partners, and service providers around the world, including outside your country of residence. The use of this global infrastructure is necessary and essential to provide our services. This infrastructure is owned by third-party service providers, by using our services you agree to be bound by their Terms and Conditions and Privacy Policies.

## **2. HOW WE PAY OUR BILLS**

Through your subscription payments, we are able to provide you our products and services. the following terms outline how your subscription works.

### **a. Account Subscription Terms**

Your purchase of an account subscriptions allows you to have access to our Products and services continuously or regularly over time. If you subscribe for a fixed-term subscription, services start on the day the payment is received and lasts for the subscription period as defined in the purchasing process. Once the subscription period expires, the Product shall no longer be accessible. Subscriptions are automatically renewed through the payment method that the you chose at the point of sale. The renewed subscription will last for a period equal to the original term.

### **b. Account Subscription Termination**

Subscriptions may be terminated by sending a clear and unambiguous termination notice to [support@handweavingacademy.com](mailto:support@handweavingacademy.com), or — if available — by using your corresponding account controls inside The Handweaving Academy platform. If we receive your notice of termination before the subscription renews, the termination shall take effect as soon as the current period is completed. Unless we expressly state otherwise in writing, all subscription sales are final and non-refundable. Certain provisions may apply based on your locale, see Section 9 for more details.

We take your privacy seriously. To this end, we allow you to customize your privacy settings such that, only that personally identifiable information you feel comfortable sharing is shared with anyone other than us. In your use of our Products, you may have access to external resources provided by third parties. You acknowledge and accept that the Handweaving has no control over such resources and is therefore not responsible for their content and availability.

We compile and use your account data in order to provide the services described above. You can learn about how we collect and use your data in our Privacy Policy.

### 3. YOUR PLEDGE TO US AND OUR COMMUNITY

We provide you and others these services to help advance our collective goal. In exchange, we expect the following:

#### a. Who can use our Products

When users are accountable for their actions, our community is safer. For this reason, you must:

- i. Provide for your account the name for which you are known in your community\* (this identifier will appear in connection with your content)
- ii. Provide accurate information about yourself.
- iii. Create only one account (your own) and use it for personal purposes.
- iv. Keep your password private and refrain from giving others access or rights to your account (without our permission).
- v. The following are prohibited from using Products and Services:
  1. Individuals that are not recognized as an adult by applicable law;
  2. Convicted sex offenders;
  3. Those who have previously had their account disabled violations of our Terms or other policies. We withhold the right to grant or deny permission to anyone seeking to create a new account after being disabled, without any implication the original action was wrong or without cause; and
  4. Those who are prohibited from receiving our products, services, or software under the applicable laws of their locale.

*\*If you feel using your name will create an undue hardship due to safety or security concerns, please email our staff at [support@handweavingacademy.com](mailto:support@handweavingacademy.com)*

#### b. How you can use our Products

We want users to leverage Handweaving Products to share content they feel is relevant and important, but not at the expense of the safety and well-being of others or our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

You shall not use our Products to do or share anything:

- i. That violates these Terms, or other policies that apply to our Products.
- ii. That is unlawful, obscene, misleading, discriminatory, harassing, or fraudulent (or assist anyone else in the same).
- iii. That you do not own or have the right to share.
- iv. That infringes or violates someone else's rights, whether in intellectual property, or in business (e.g. distributing or selling counterfeit or pirated goods).
- v. That would propagate viruses or malicious code, use our services to send spam, or do anything else that could interfere with, or impair the proper working, integrity, operation, or appearance of our services, systems, or Products.

- vi. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.
- vii. You may not proxy, request, or collect Product usernames or passwords, or misappropriate access tokens.
- viii. You may not sell, license, or purchase any data obtained from us or our services.
- ix. You may not misuse any reporting, flagging, dispute, or appeals channel, such as by making fraudulent, duplicative, or groundless reports or appeals.

We can remove or restrict access to content that is in violation of these provisions. See Section 5.b. that describes how we can suspend or disable your account for conduct that violates these provisions. To help our community, we encourage users to report content or conduct you believe violates your rights or our terms and policies.

### **c. Our permission from you**

We need certain permissions from you so that we may provide our services:

- i. Permission to use the content you create: Some content that you share may be protected by intellectual property laws. You retain ownership of the intellectual property rights for the content you create on Handweaving Company Products. However, to facilitate our community, we need you to give us a "license" to use this content.

In other words, when you share content covered by intellectual property rights in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and user settings). This license includes your permission for us to use your content for marketing and promotional materials (on and off our Products) to increase our community's visibility. This license will end when your content is deleted from our systems. If you have concerns as to how your content has been displayed, feel free to contact us at [support@handweavingacademy.com](mailto:support@handweavingacademy.com)

You can delete content you share at any time. All content posted to your personal account will be deleted if you delete your account.

Content will not be deleted in the following situations:

1. where your content has been used by others in accordance with this license and they have not deleted it;
2. due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or

3. where deletion would restrict our ability to:

- a. investigate illegal activity or violations of our terms and policies;
- b. protect the safety, integrity, and security of our Products, services, employees, and users;
- c. comply with legal obligations for the preservation of evidence, including data Handweaving Companies providing financial products and services preserve to comply with any record keeping obligations required by law; or
- d. comply with a request of a judicial or administrative authority, law enforcement or a government agency; in which case, the content will be retained for no longer than necessary for the purposes for which it has been retained.

4. In each of the above cases, this license will continue until the content has been fully deleted.

- ii. Permission to update software you use or download: If you download or use our software, you give us permission to download and install updates to the software where available.

#### **4. LIMITS ON USING OUR INTELLECTUAL PROPERTY**

If you use content covered by intellectual property rights made available to you in our Products, we retain all rights to that content (but not yours).

- You must not use our copyrights or trademarks without prior written permission.
- You must attempt to modify, translate, create derivative works of, decompile, or reverse engineer any of our products or their components, or otherwise attempt to extract source code from us, without our written permission

If you believe you are the victim of Copyright infringement and would like to file a DCMA notice in accordance with 17 U.S.C 512(c)(3), please make forward your filing to our DCMA Agent, reachable at:

Attn: Tien Chiu  
The Handweaving Academy  
2010 El Camino Real #1258  
Santa Clara, CA 95050  
email: support@handweavingacademy.com

#### **5. ADDITIONAL PROVISIONS**

##### **a. Updating our Terms**

We work to improve our services to make our Products better for you and our community. To this end, these Terms may need to be updated occasionally to better reflect our services, and/or to comply with applicable law. Unless otherwise required by law, we will notify you before changing these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms or no longer want to be a part of The Handweaving Academy community, you can delete your account at any time. However, deleting your account does not exempt the you from paying any applicable fees or prices remaining on your subscription.

#### **b. Account suspension or termination**

We want The Handweaving Academy to be a safe place where people feel free to express themselves and share their mutual interests.

If we determine, that you have clearly breached our Terms or policies, we may suspend or permanently disable your access to Handweaving Products, and we may permanently disable or terminate your account. We may also disable or terminate your account if we determine you have repeatedly infringed upon other people's intellectual property rights. Our decision to suspend or permanently disable your account due to a breach of our Terms or policies does not exempt the you from paying any applicable fees or prices remaining on your subscription.

If after registration your account is left uncompleted, your account remains inactive for an extended period of time, or if we detect someone may have used your account without your permission and we are unable to confirm your ownership, we may disable or delete your account. Due to our own operating costs and maintenance associated with every user, refunds for disabled or deleted accounts as a result of inactivity will be determined by us on a case-by-case basis.

Where we take such action, we endeavor to fully explain any options you have, unless doing so may expose us or others to legal liability; harm, compromise or interfere with our community of users, services, or Products.

*If you delete or we disable or terminate your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 6, and 7.*

## **6. LIMITATIONS ON LIABILITY**

We strive to provide the best Products on the market and try to set clear guidelines for everyone who uses them. However, because our Products operate on the internet, they are provided "as is," and we can make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent

permitted by law, we DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Handweaving Products (however caused and on any theory of liability, including negligence), even if we have been advised of the possibility of such damages. You further agree to indemnify Handweaving, its employees and applicable affiliates for any costs or fees arising from any claim you make of warranty or liability, hereby disclaimed. Our aggregate liability arising out of or relating to these Terms or the Handweaving Products will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

## **7. DISPUTES**

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, we endeavor to resolve it internally, please contact us at [support@handweavingacademy.com](mailto:support@handweavingacademy.com) Attn: Management – Dispute. We will work diligently to resolve your concerns.

Should we fail to resolve your concerns, we believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. This Section is deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and we agree that we intend that this Section satisfies the “writing” requirement of the Federal Arbitration Act.

Therefore, pursuant to these Terms, if you have any dispute or disagreement with us regarding (i) your use of or interaction with the Handweaving Products or services, (ii) any subscriptions or other purchases, transactions or relationships related to your use of the Handweaving Products, or (iii) any data or information you may provide to us or that we may gather in connection with such use, interaction, subscriptions, purchases, transactions or relationships (collectively, “Handweaving Transactions or Relationships”), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Handweaving Products or engaging in any other Handweaving Transactions or Relationships with us, you agree to binding arbitration as provided below.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using the Handweaving

Products, you agree that any complaint, dispute, or disagreement you may have against us, and any claim that we may have against you, arising out of, relating to, or connected in any way with these Terms or any Handweaving Transactions or Relationships shall be resolved exclusively by final, confidential and binding arbitration ("Arbitration") before a single arbitrator administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). The Applicable Rules can be found at [www.jamsadr.com](http://www.jamsadr.com). If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect that would be applicable to the matter in dispute, we agree to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this Section, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, this Section shall not prevent any party from seeking provisional remedies (that is, a temporary restraining order or preliminary injunction) from a court of appropriate jurisdiction. You further agree that:

a. Single Arbitrator Presumed

The Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and us (the "Arbitrator"). However, at the request of either party, a panel of three arbitrators will conduct the arbitration, with one arbitrator chosen by each of the parties and the third appointed by the other two arbitrators.

b. Arbitrator Will Interpret This Agreement

The Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms and/or these arbitration provisions, including but not limited to any claim that all or any part of these Terms is void or voidable.

c. Location of Arbitration

The Arbitration shall be held either: (i) at a location near Santa Clara, California as determined pursuant to the Applicable Rules; or (ii) at such other location as may be mutually agreed upon by you and us; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone, virtually, or by written submission.

d. Governing Law

The Arbitrator (i) shall apply internal laws of the State of California consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that



federal law prevails, shall apply the law of the U.S., irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with Delaware or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief.

e. No Class Relief

The Arbitration can resolve only your and/or our individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated.

THE PARTIES HEREBY WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY.

To the extent either party is permitted by law or court of law to proceed with a class or representative action against the other, the parties agree that: (i) the prevailing party shall not be entitled to recover attorneys' fees or costs associated with pursuing the class or representative action (notwithstanding any other provision in this agreement); and (ii) the party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class or representative action.

f. Written Award

The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

g. Arbitration Costs

In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

h. Interpretation and Enforcement of Arbitration Clause

With the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in

accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitrate any dispute between us and you, and must instead bring any claims subject to subsection (i) below.

i. **Small Claims Matters are Excluded. No Class Relief or Joinder of Claims**

Notwithstanding the foregoing arbitration provisions, and subject to Section 7, at your option, you may bring any claim for damages you have against us in your local small claims court within the U.S., if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

j. **Confidentiality of Arbitration**

You and we agree to maintain the confidential nature of the Arbitration and shall not disclose the fact of the Arbitration, any documents exchanged as part of any mediation, proceedings of the Arbitration, the Arbitrator's decision and the existence or amount of any Award, except as may be necessary to prepare for or conduct the Arbitration (in which case anyone becoming privy to such confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by applicable law or court order.

**European User Disputes:** If you are a consumer residing in the European Union, and think your dispute needs to be arbitrated, you can submit a complaint by completing an electronic complaints form through the [ODR web portal](#). The Handweaving contact email which you may include as part of your ODR submission is [ODR@handweavingacademy.com](mailto:ODR@handweavingacademy.com). Please note that this email address is only intended for use with the ODR process and not for general questions/information.

## **8. GENERAL PROVISIONS**

a. **Entire Agreement.** These Terms make up the entire agreement between you and Handweaving Academy LLC. regarding your use of our Products. They supersede any prior agreements.

b. **Applicable Law.** These Terms will be governed by and construed in accordance with the laws of the U.S. and the State of California. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated herein, to the extent that such convention might otherwise be applicable.

- c. Venue. Subject to the arbitration provisions above, and other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with these Terms will be brought exclusively in the federal or state courts located in Santa Clara, California, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.
- d. Limited Time to File Claims. You agree that regardless of any statute or law that establishes a different statute of limitations, to the maximum extent permitted under applicable law, any claim or cause of action (including any arbitration) arising out of, related to or connected with the use of the Handweaving Products, or these Terms, or other services or relationships must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- e. Supplemental Agreements. Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For example, if you use our Products and choose to participate in our Weaving Rewards Points program, you must agree to our Points Policy. To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.
- f. Severability. If any portion of these Terms is found to be unenforceable, the unenforceable portion will be deemed amended to the minimum extent necessary to make it enforceable, and if it can't be made enforceable, then it will be severed and the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
- g. You cannot transfer any of your rights or obligations under these Terms to anyone else without our consent.
- h. Third-Party Rights. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- i. Suggestions. We always appreciate your feedback and other suggestions about our products and services. However, should we use feedback or other suggestions, we are without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.

*We reserve all rights not expressly granted to you.*

## **9. OTHER TERMS AND POLICIES THAT MAY APPLY TO YOU**

**Premium Trial Offer:** This offer (the "Premium Offer"), which is made to you by Handweaving, entitles you to access the Handweaving Premium service (as defined on the subscription page) for a period of fourteen (14) days, from the moment that you activate such trial period by submitting your payment details (the "Trial Period"). By submitting your payment details, you (i) accept the Premium Offer, (ii) consent to us using your payment details in accordance with our Privacy Policy, (iii) acknowledge and agree to Handweaving Terms and Conditions of Service. Upon the expiration of the Trial Period, you will lose access to all Handweaving Products, services, and any accrued Handweaving Points, even if you have enrolled in Handweaving Products and services prior to the expiration of the Trial Period. There are no refunds or credits for partial monthly subscriptions. You may only use this Premium Offer once. If you have subscribed to the Premium service previously, you are ineligible for this Premium Offer. The Handweaving service may not be available on all devices.

- For the purposes of this Premium Offer, "Premium" service includes: access to all Handweaving Products, services, and user content for the Trial Period.
- A limited number of Premium Offers are available, and must be purchased while supplies last. Handweaving reserves the right to earlier terminate this Premium Offer at any time and for any reason. After such time of termination, Handweaving shall not be obligated to redeem any further Premium Offers.

**Points Policy:** These terms apply if you also access or use our Products to accumulate or redeem Weaving Rewards Points.

**Payment Processing Terms:** These terms apply to payments made on or through our Products.

**Privacy Policy:** These terms outline the outline the way we have agreed to use your data to maximize your experience with our Products.

**California Users:** Under California Civil Code Section 1789.3, California users of the Handweaving Products are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

**European Users:** You may be eligible to withdraw from your subscription within 14 days, for any reason and without justification if you qualify for statutory cancellation under EU rules. To see if you qualify for reimbursement, email your request to [support@handweavingacademy.com](mailto:support@handweavingacademy.com)