

The Handweaving Academy

In order to complete Your registration as a customer or subscriber, You are required to electronically accept these Terms and Conditions. You acknowledge that You have carefully reviewed these terms and that You (hereinafter referred to as "You" and "Your" as applicable) fully understand and comprehend these terms, and 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 Your continued use of Our Site, You agree to these Terms and Conditions.

TERMS AND CONDITIONS

The Handweaving Academy ("Handweaving") has built a platform that enables participants to learn and to connect with each other. These Terms govern Your use of www.handweavingacademy.com and any and all mobile or desktop applications (our "Site"), and the other products, features, subscriptions, and services, we offer (hereinafter collectively referred to as the "Handweaving Products and Services", "Products", or "Service" or "Services" as applicable), except where we expressly state that separate terms (and not these) apply. These Products and Services are provided to You by Handweaving Academy LLC.

Upon making Your purchase of Products and/or Services or paying for Your subscription to use the Site, Your access to Handweaving Products and Services are subject to your agreement with and strict compliance with these Terms, unless we state otherwise.

Our [Privacy Policy](#) explains how we collect and use Your personal data. You can also adjust Your settings for the relevant Services or Products at any time to review the privacy choices You have about how we use Your data. If you have questions, email support@handweavingacademy.com.

1. OUR PRODUCTS AND SERVICES

Our goal is to enable You to learn and connect with other weavers and build a community that helps people who love weaving. To reach this goal, we offer the Products and Services below through our Site:

- a. Products that may include, but are not limited to, courses, including content and tools we determine necessary to complete the class. The Products offered for purchase by Handweaving may vary in Handweaving's sole discretion;
- b. Services in the form of a subscription-based membership with classes, tools, and an online community connecting You with people and organizations from around the world and empowering You to express Yourself and communicate Your areas of interest;
- c. Introductions to content, products, and other services that may be of interest to You.

2. OUR MISSION

Pursuant to our goal in providing the Handweaving Products and Services, our mission is to promote a safe and secure platform, where our customers and subscribers (hereinafter “Weavers”) feel free to share interests in an environment free of harmful conduct:

- a. If we become aware of content or conduct that is, in our view, harmful or disruptive, we may take the following actions, including but not limited to: an alert or notification; removing content; removing or restricting certain access; suspending an account; or, contacting relevant legal authorities.
- b. 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](#). If You are located in the United States, then we may disclose anonymous data about Your use of the Products (“Usage Statistics”) to our service providers for the purpose of helping us improve the Products. Any such disclosures of Usage Statistics to our service providers will not include Your identity. For questions or concerns please contact support@handweavingacademy.com.

3. HOW WE PAY OUR BILLS

Your payment allows us to provide You with our Products and Services. The following terms outline how Your purchase of our Products or subscription to our Services works.

- a. Subscription Terms
 - i. Your purchase of an account subscription 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.
 - ii. Subscription Cancellation: Subscriptions may be canceled by sending a clear and unambiguous termination notice to support@handweavingacademy.com, or — if available — by using Your corresponding account controls on our Site. If we receive Your notice of cancellation before the subscription renews, the cancellation shall take effect as soon as the current period is completed. Unless we expressly state

otherwise in writing, all subscription sales are final and, unless otherwise stated, non-refundable.

- iii. Refund for Early Cancellation. You may be eligible to cancel Your purchased subscription within fourteen (14) days of subscribing, for any reason or no reason at all, if You qualify for statutory cancellation. To inquire about Your qualification for a refund, email Your request to support@handweavingacademy.com.

b. Non-Subscribing Account Holders and Product Purchases

- i. Some Weavers may elect to purchase Handweaving Products such as courses, training materials, and lesson plans that are subject to limited Site access and content availability.
- ii. While using your purchased Products, You will have access to the Products purchased and other Site content for the duration of time indicated when the Product is purchased (the "Access Period"). At the end of the specified Access Period, You will lose access to Product or Products purchased and other Site content and become a guest Weaver with limited access.
- iii. By submitting Your payment details, You (i) consent to us using Your payment details in accordance with our [Privacy Policy](#), and (ii) acknowledge and agree to these Handweaving Terms and Conditions. Additional terms and conditions may appear on the registration web page. Any such additional terms and conditions are incorporated into these Terms and Conditions by reference and are legally binding.
- iv. You may request a refund any time within fourteen (14) days of your purchase, for any reason, by emailing support@handweavingacademy.com.

- c. Free Trial Offer: If You register on the Site for a free trial of the Handweaving Products and Services, we will make one or more Handweaving Products and Services available to You on a trial basis free of charge until the earlier of: (i) the end of the free trial period for which You registered to use the applicable Product(s); (ii) the start date of any purchased subscriptions ordered by You for such Product(s); or, (iii) through the termination of Your subscription under the process set forth in Section 6, (the "Trial Period"). By submitting Your payment details, You: (i) accept the Free Trial Offer; (ii) consent to us using Your payment details in accordance with our [Privacy Policy](#); and, (iii) acknowledge and agree to these Handweaving Terms and Conditions. UPON THE EXPIRATION OF THE FREE TRIAL PERIOD, WITHOUT TERMINATION, SUSPENSION, OR OTHERWISE, YOU WILL BE AUTO-ENROLLED INTO THE HANDWEAVING PAID SUBSCRIPTION TIER FOR WHICH YOU SUBSCRIBED AS A FREE TRIAL. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into these Terms and Conditions by reference and are legally binding. ANY DATA YOU ENTER INTO THE PRODUCTS, AND ANY HANDWEAVING POINTS OR CUSTOMIZATIONS MADE TO THE PRODUCTS BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL BEFORE THE

END OF THE TRIAL PERIOD. DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY. If You are located in the United States, then during any free Trial Period we may disclose anonymous data about Your use of the Products (“Usage Statistics”) to our service providers for the purpose of helping us improve the Products. Any such disclosures of Usage Statistics to our service providers will not include Your identity. Unless otherwise stated in writing, there are no refunds or credits for auto-enrolled early-terminated subscriptions. You may only enroll in this Free Trial once. If You have subscribed to the Handweaving Products and Services previously, You are ineligible for this Free Trial Offer. The Handweaving service may not be available on all devices.

- i. For the purposes of this Free Trial Offer, the Handweaving Products and Services made available to You may include: access to any or all Handweaving Products, Services, and Weaver content for the Trial Period.
 - ii. A limited number of Free Trial Offers are available and must be subscribed to while supplies last.
 - iii. Handweaving reserves the right to terminate this Free Trial Offer at any time and for any reason. After such termination, Handweaving shall not be obligated to redeem any further Offers free or otherwise.
- d. **Your Privacy:** We take Your privacy seriously. To this end, we allow You to customize Your privacy settings such that, only the personally identifiable information You feel comfortable sharing is shared with anyone other than Handweaving. While accessing our Site and using our Products and/or Services, You may have access to external resources provided by third parties. You acknowledge and agree that the Handweaving has no control over such resources and is therefore not responsible for their content and/or its availability. We compile and use Your account data in order to provide the Products and Services described above. You can learn about how we collect and use Your data in our [Privacy Policy](#).

4. YOUR PLEDGE TO US AND OUR COMMUNITY

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

a. Who can use our Products

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

Provide the name for which You are known in Your community for use on Your account. This identifier will appear in connection with the content you share or create via the Products and Services. *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;*

- i. Provide accurate information about Yourself;
- ii. Create only one account (for Your exclusive access only) and use it for personal purposes; and,

- iii. Keep Your password private and refrain from giving others access or rights to Your account (without our permission).

b. Prohibited Parties

- i. The following parties 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 banned or suspended for violations of our Terms or other policies.
 - 4. We reserve the right to grant or deny permission to anyone seeking to create a new account after a prior account was banned or suspended; and,
 - 5. Those who are prohibited from accessing our Site and enjoying our Products and Services under the applicable laws of their local jurisdiction.

c. How You can use our Products

We want Weavers to leverage Handweaving Products and Services 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 Site, Products, and/or Services to do or share anything:

- i. That violates these Terms, or other policies that apply to our Site, Products, and Services;
- 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 Site, Services, or Products.
- vi. You may not access or collect data from our Site, Services, or 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 usernames or passwords, or inappropriate access tokens to our Site, Services, or Products.
- viii. You may not sell, license, or purchase any data obtained from us or our Site, Services, or Products.
- 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 6 below) that describes how we can suspend or disable Your account for conduct that violates these provisions. *To safeguard our community, we encourage Weavers to*

report content or conduct You believe violates Your rights or our terms and policies to support@handweavingacademy.com.

d. 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 the Site or while using our Site, Services, or Products. However, to facilitate our community, we need You to give us a limited “license” to use this content.

In other words, when You share content covered by intellectual property rights in connection with our Site, Services, or 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 Site, Services, or 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

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. 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. 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 Site, Services, or Products, employees, and other Weavers;
 - c. comply with legal obligations for the preservation of evidence, including data Handweaving provides to financial product and service providers;
 - d. comply with any record keeping obligations required by law; or,
 - e. 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 Services or Products created by us, You give us permission to download and install updates to the software when available.

5. LIMITS ON USING OUR INTELLECTUAL PROPERTY

If You use content covered by intellectual property rights made available to You on our Site or through our Products and Services, we retain all rights to that content (but not Yours).

- You must not use our copyrights or trademarks without the prior written consent of an authorized party of Handweaving.
- You must not attempt to modify, translate, create derivative works of, decompile, or reverse engineer our Site or any of our Products or Services 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

6. ACCOUNT SUSPENSION AND 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 Site, Services, and 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 relieve You from Your obligation to pay any applicable fees or amounts due for the Products, Services, or subscriptions You purchase from us.

If after registration Your account is left incomplete; 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 Weaver, Your eligibility for a refund for a disabled or deleted account will be determined by us, in our sole discretion, 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 Weavers, our Site, or our Products and Services.

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: Sections 7, 8, and 9.

7. LIMITATION OF LIABILITY

We strive to provide the best Site, Services, and Products on the market and try to set clear guidelines for everyone who uses them. However, because our Site, Services, and 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 Site, Services, and 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 Site, Services, and 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 Site, Services, and Products will not exceed the greater of \$100 or the amount You have paid us in the past twelve (12) months.

8. 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; 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 Site, Services, and Products, (ii) any subscriptions or other purchases, transactions or relationships related to Your use of the Handweaving Site, Services, and 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 Site, Services, and 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 and Services, 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. 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.

k. **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. Please note that this email address is only intended for use with the ODR process and not for general questions/information.

9. GENERAL PROVISIONS/MISCELLANEOUS

- a. Entire Agreement. These Terms and an applicable Supplemental Agreement (see below) make up the entire agreement between You and Handweaving Academy LLC regarding Your use of the Handweaving Products and Services. They supersede any prior agreements.
- b. Supplemental Agreements. Some of the Handweaving Products and Services we offer are also governed by supplemental terms. If You use any of those Products and/or Services, supplemental terms will be made available and will become part of our agreement with You. For example, if You use our Products and Services 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. The Supplemental Agreements include, but are not limited to:
- i. [Points Policy](#). These terms apply if You also access or use our Products to accumulate or redeem Weaving Rewards Points.
 - ii. [Payment Processing Terms](#). These terms apply to payments made for our Products and Services through our Site.
 - iii. [Privacy Policy](#). These terms outline the way we have agreed to use Your data to maximize Your experience with our Site, Products, and Services.
- c. 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.
- d. 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.
- e. 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 and Services, 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.
- 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. Transfer or Assignment Prohibited. You are prohibited from transferring or assigning any of Your rights or obligations under these Terms to anyone else without our prior written 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. California Users. Under California Civil Code Section 1789.3, California users of the Handweaving Products and Services 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.

j. 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.

k. All Rights Reserved. We reserve all rights not expressly granted to You.

l. Updating our Terms. We work to improve our Site, Services, or Products to make them better for You and our community. To this end, these Terms may need to be updated occasionally to better reflect our Site, Services, or Products, 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 Site, Services, or Products. We hope that You will continue using our Site, Services, and 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 relieve You from Your obligation to pay any applicable fees or amounts due for the Products, Services, or subscriptions You purchase from us.