

## TERMS OF SERVICE

This Website(s), including any mobile site(s) (individually or collectively, "Website(s)") is operated by bowmo, Inc. ("us/we/our"). "You/your" means you as a user of the Website(s). "User" means all users of this Website(s). We offer this Website(s), including all information and services available from this Website(s), to you conditioned upon your acceptance of all the terms, conditions, policies and notices stated herein. YOUR CONTINUED USE OF THIS WEBSITE(S) CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF SERVICE.

By accessing this Website(s), you agree to be bound by the Terms of Service set forth herein. If there is anything you do not understand, please email any inquiry to [info@bowmo.com](mailto:info@bowmo.com). If at any time you do not agree to these Terms of Service, please do not use this Website(s).

YOU SHALL NOT USE THE WEBSITE(S) FOR ANY ILLEGAL PURPOSES, AND YOU WILL USE THE WEBSITE(S) IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. YOU SHALL NOT USE THE WEBSITE(S) IN A WAY THAT MAY CAUSE THE WEBSITE(S) TO BE INTERRUPTED, DAMAGED, RENDERED LESS EFFICIENT OR SUCH THAT THE EFFECTIVENESS OR FUNCTIONALITY OF THE WEBSITE(S) IS IN ANY WAY IMPAIRED. YOU AGREE NOT TO ATTEMPT ANY UNAUTHORIZED ACCESS TO ANY PART OR COMPONENT OF THE WEBSITE(S).

### 1. Intellectual Property Ownership and Use

1.1 You acknowledge and agree that "bowmo" and all of our other trademarks, logos, copyrights and any and all other intellectual property rights in all material or content contained within the Website(s), including but not limited to copyrights, shall remain at all times vested in us or, in the cases where we are using such material or content under authority from a third party, in the owner of such material or content.

1.2 We grant you the limited right to access and make use of the Website(s) as our user. However, you shall not: a) reproduce, duplicate, copy, sell or otherwise exploit the Website(s) or any image, page layout, page design, trade dress, trademark, logo or other content ("Site Content") for any commercial purpose; b) use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Site Content; c) use any meta tags, search terms, key terms, or the like that contain the Website(s)'s name or our trademarks; d) engage in any activity that interferes with the Website(s) or another user's ability to use the Website(s); e) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Website(s) and the goods or services offered on the Website(s); or f) assist or encourage any third party in engaging in any activity prohibited by these Terms of Service.

1.3 You may not shall not use, copy, distribute, or exploit any of the Site Content in any manner without our prior written permission.

1.4 All Site Content and all materials and content contained within the Website(s), including but not limited to the text, graphics, logos, icons, images, audio clips, video clips, articles, posts and data appearing on the Website(s), are owned by us, or used by us under authorization, and are protected by U.S. and foreign federal and state trademark, copyright and related laws, whether codified or at common law. No portion of the materials or content on these pages may be reprinted or republished in any form without our express written permission.

### 2. Infringement Notice

2.1 We respect the intellectual property rights of others and require that our users do the same. If you believe your work has been copied in a manner that constitutes copyright infringement, or you believe your rights are otherwise infringed or violated by anything on the Website(s), please notify us by sending an email at the following address: [info@bowmo.com](mailto:info@bowmo.com).

2.2 In order for us to more effectively assist you, the notification must include all of the following:

- a. A physical or electronic signature of the owner of the right claimed to be infringed or the person authorized to act on the owner's behalf;
- b. A description of the copyrighted work or other right you claim has been infringed or violated;
- c. Information reasonably sufficient to locate the material in question on the Website(s);
- d. Your name, address, telephone number, e-mail address and all other information reasonably sufficient to permit us to contact you;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the rightful owner, its agent or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the right claimed to be infringed or violated or are authorized to act on behalf of the owner.

### **3. Errors and Inaccuracies**

3.1 We strive to provide complete, accurate, up-to-date information on the Website(s). Unfortunately, despite those efforts, human or technological errors may occur. The Website(s) may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions, including after an order has been submitted, and to change or update information at any time without prior notice.

3.2 You acknowledge that the particular technical specifications and settings of your computer and its display could affect the accuracy of its display of the colors and look of products offered on the Website(s).

3.3 IF YOU BELIEVE THAT A SERVICE OR PRODUCT OFFERED BY US IS NOT AS DESCRIBED, YOUR SOLE REMEDY IS TO RETURN IT TO US FOR A REFUND PURSUANT TO THE TERMS OF OUR REFUND POLICY.

### **4. Changes to Website(s) or These Terms of Service**

4.1 Other than as may be required by law, we reserve the right to modify or withdraw, temporarily or permanently, the Website(s) (or any part of) with or without notice to you, and you confirm that we shall not be liable to you or any third party for any modification to withdraw or withdrawal of the Website(s) or any portion of it.

4.2 We may alter these Terms of Service from time to time, and your use of the Website(s) (or any part of the Website(s)) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Service have been changed. **If you do not agree to any change to the Terms of Service then you must immediately stop using the Website(s).**

4.3 The Website(s) is subject to constant change. You will not be eligible for any compensation because you cannot use any part of the Website(s) or because of a failure, suspension or withdrawal of all or part of the Website(s).

### **5. External Sites and Resources**

We are not responsible for the availability of any website(s) owned or controlled by third-parties. We do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of any third party website(s), including (without limitation) any advertising, products or other materials or services on or available from such website(s) or resources, nor for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such third-party external sites or resources.

## **6. Services**

Nothing on the Website(s) constitutes a binding offer and/or to sell services and/or systems described on the Website(s) or to make such services and/or systems available to everyone and/or in your area and/or industry. We reserve the right at any time to decline to offer services, or any portion thereof, in our sole discretion. Provision of our services, if any, may be further governed by the applicable customer agreement(s) between us.

## **7. Online Services**

7.1 The Website(s) contains or may contain various interactive portions, such as information requests or other types of interactive features that allow users to submit information by way of and/or on our Website(s) ("Online Services"). We have no obligation to actively monitor the Online Services, but we reserve the right to do so. We are not responsible for, nor do we vouch for the accuracy of, the content that may be submitted, posted or uploaded by a user. We reserve the right, in our sole discretion, to edit, delete, or refuse to respond to user content submitted, for any reason whatsoever.

7.2 By using this Website(s), you agree that:

a. You will not email or otherwise transmit any material or other content by use of this Website that: (i) is defamatory, libelous, disruptive, threatening, invasive of a person's privacy, harmful, abusive, harassing, obscene, hateful, or racially, ethnically or otherwise objectionable; or that otherwise violates any law; (ii) contains software viruses or any other computer codes, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iii) infringes any person or entity's intellectual property rights (including but not limited to, patent, trademark, trade secret, copyright or other intellectual property right).

b. You will not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.

c. You will not submit or transmit excessively large or inappropriate materials or content.

7.3 This Website(s) is meant for users 18 years old and over. We will not knowingly allow any user less than 18 years of age to submit any User Content to our Website(s).

## **8. Disclaimers**

8.1 WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO THE ACCURACY OF ANY INFORMATION ON THE SITE(S). THE SITE(S) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE SITE(S), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITION OR COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

8.2 WE MAKE NO WARRANTY THAT THE SITE(S) WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE(S) OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR ARE FULLY FUNCTIONAL, ACCURATE, OR RELIABLE.

8.3 AS SET FORTH IN THE SITE(S) PRIVACY POLICY, YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE, AND THEREFORE SHALL NOT BE IN ANY WAY RESPONSIBLE FOR, THE SECURITY OR PRIVACY OF THE SITE(S) AND ANY INFORMATION PROVIDED TO OR TAKEN FROM THE SITE(S) BY YOU.

## **9. Limitations on Liability**

WE WILL NOT BE LIABLE FOR ANY ECONOMIC LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS) OR ANY LOSS OF GOODWILL OR REPUTATION, OR ANY LOSS OR CORRUPTION OF DATA, OR ANY SPECIAL OR INDIRECT OR CONSEQUENTIAL LOSSES ARISING OUT OF YOUR USE OF THE SITE(S); IN ANY CASE WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF US AT THE DATE ON WHICH THE EVENT GIVING RISE TO THE LOSS OCCURRED.

## **10. Indemnification**

YOU AGREE TO BE FULLY RESPONSIBLE FOR (AND FULLY INDEMNIFY US AGAINST) ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LEGAL FEES, SUFFERED BY US AND ARISING OUT OF ANY USER CONTENT YOU POST TO THE SITE(S) AND ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES OR THESE TERMS OF SERVICE BY YOU OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF THE SITE(S), OR THE USE BY ANY OTHER PERSON ACCESSING THE SITE(S) USING YOUR COMPUTER OR INTERNET ACCESS ACCOUNT.

## **11. Disputes.**

Any disputes arising out of or regarding our Privacy Policy and/or these Terms of Service are subject to our Terms of Service and will be governed by the laws of the State of New York, applicable to agreements made and performed in New York. Except where prohibited by law, you further agree that (1) any and all disputes and causes of action arising out of this Privacy Policy shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the Judicial Arbitration and Mediation Services, Inc. ["JAMS"] and held at the JAMS regional office located in New York, New York. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim or seek injunctive relief or any other equitable claim. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All disputes between you and bowmo will be resolved by BINDING ARBITRATION. YOU HEREBY AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by a neutral arbitrator, NOT a judge or jury. You agree that any dispute arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement or concerning the performance or obligations of bowmo or you, shall be resolved by mandatory and binding arbitration submitted to JAMS in accordance with its Commercial Arbitration Rules at the request of either bowmo or you pursuant to the following conditions:

(a) Place of Arbitration Hearings. Unless you elect to conduct the arbitration by telephone or written submission, an in-person arbitration hearing will be conducted at a JAMS facility in your area or at a JAMS facility in or near Wilmington, Delaware.

(b) Selection of Arbitrator shall be made pursuant to JAMS' Streamlined Arbitration Rules & Procedures or JAMS' Comprehensive Arbitration Rules & Procedures, depending on the amount of the claim as specified herein.

(c) Conduct of Arbitration. The arbitration shall be conducted by a single neutral arbitrator under JAMS' Streamlined Arbitration Rules & Procedures. For claims exceeding \$5,000.00, the arbitration shall be conducted under JAMS' Comprehensive Arbitration Rules & Procedures. Subject to the applicable JAMS procedure, the arbitrator shall allow reasonable discovery in the forms permitted by the Federal Rules of Civil Procedure, to the extent consistent with the purpose of the arbitration. The arbitrator(s) shall have no power or authority to amend or disregard any provision of this section or any other provision of these Terms of Service, except as necessary to comply with JAMS' Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitration hearing shall be commenced promptly and conducted expeditiously. If more than one day is necessary, the arbitration hearing shall be conducted on consecutive days unless otherwise agreed in writing by the parties.

(d) Findings and Conclusions. The arbitrator(s) shall, after reaching judgment and award, prepare and distribute to the parties written findings of fact and conclusions of law relevant to such judgment and award and containing an opinion setting forth the reasons for the giving or denial of any award. The award of the arbitrator(s) shall be final and binding on the parties, and judgment thereon may be entered in a court of competent jurisdiction.

(e) Costs and Fees. You will be subject to a \$250 filing fee to initiate an arbitration. To the extent permitted by JAMS procedures, each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration, with bowmo remaining responsible for its share of costs, expenses and fees plus any costs, expenses and fees required of it under JAMS procedures.

(f) Litigation. The Federal Arbitration Act and federal arbitration law apply to this Agreement. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(g) Other. The Federal Arbitration Act and federal arbitration law apply to these Terms and Conditions.

(h) Subject to the requirement for arbitration hereunder, in any action arising out of or relating to this Privacy Policy, the laws of the State of Delaware shall be applied, without regard to choice of laws.

(i) Class Action Waiver. The parties further expressly waive any ability to maintain any class action in any forum. Any arbitration, claim or other proceedings by or between you and bowmo shall be conducted on an individual basis and not in any class action, mass action, or on a consolidated or representative basis. You further agree that the arbitrator shall have no authority to award class-wide relief or to combine or aggregate similar claims or unrelated transactions. You acknowledge and agree that this agreement specifically prohibits you from commencing arbitration proceedings as a representative of others. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

## **12. Investigations of Violations of These Terms**

We may investigate any reported violation of these Terms of Service and take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, removing posted content and/or reporting any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

## **13. Notice for California Users**

Under California Civil Code Section 1789.3, residents of California who use this Website(s) are entitled to know that they may file grievances and complaints with: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

## **14. Miscellaneous**

14.1 If any part of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Service and shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Service.

14.2 Subject to the terms of your customer agreement(s), these Terms of Service and our Privacy Policy, and any other terms or agreements that may be posted on the Website(s) (as may be amended from time to time) ("Website(s) Agreements") contain the entire agreement between you and us relating to the Website(s) and your use of the Website(s) and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. No oral explanation or oral information shall alter the interpretation of these Website(s) Agreements. You confirm that, in agreeing to accept these Website(s) Agreements, you have not relied on any representation except insofar as the same has expressly been made a representation in these Website(s) Agreements, and you agree that you shall have no remedy in respect of any representation which has not become a term of these Website(s) Agreements.

14.3 You may send us notices or communicate with us by email at [info@bowmo.com](mailto:info@bowmo.com) or write to us at bowmo, Inc., 79 Madison Avenue, 5<sup>th</sup> Floor, New York, NY 10016, ATTN: Customer Service, and include your name, mailing address and email address in the message. If you send us an email that asks for a response, and you do not receive a response within ten (10) business days, please send us another email as we may not have received your previous email. When you send e-mail to us, you are communicating with us electronically, and you agree that we may communicate with you electronically. You acknowledge that that communications by email are not considered confidential communications. Therefore, please do not send us any confidential information by email.

**DATE LAST MODIFIED: April 13, 2017**