

SARAH'S OUTDOOR ADVENTURE COMPANY LLC d/b/a Sarah's Walking Club
TERMS AND CONDITIONS OF SALE

Last Modified On: April 4, 2023

1. Terms and Conditions Apply.

All subscriptions for access to the SWC calendar of events and orders for goods, such as apparel, placed with and accepted by Sarah's Outdoor Adventure Company LLC d/b/a Sarah's Walking Club (hereafter "**SWC**") are subject to these Terms and Conditions of Sale ("**Terms of Sale**"), unless different terms are agreed to in writing and signed by an authorized representative of SWC. ***By subscribing to SWC or placing an order with SWC, you accept and agree to be bound by these Terms of Sale.***

2. Restrictions.

You may not subscribe to the SWC calendar of events or order goods from SWC if you do not agree to these Terms of Sale or Terms of Use, if you are not a resident of the United States, or if you are not of legal age to form a binding contract with SWC.

3. Website Terms of Use.

These Terms of Sale are an integral part of our Terms of Use that apply to the use of our Website. In addition to these Terms of Sale, you should review the Terms of Use and our Privacy Policy before subscribing to SWC's calendar of events or placing an order for goods.

4. Order Placement.

Payment for a subscription to access the SWC calendar of events or order of goods is processed by our third-party payment processor. Fulfillment of an order is processed by our third-party fulfillment service. You agree that a subscription to access the SWC calendar of events or an order for goods is an offer to buy subject to these Terms of Sale, and is not final until accepted by SWC. We have accepted the subscription or order when we or our third-party fulfillment service sends you an email confirming the terms of the subscription or order (the confirmed subscription or order is referred to as an "**Order,**" and the confirming email is referred to herein as the "**Order Confirmation Email**").

5. Pricing.

a. All prices posted on the Website are subject to change without notice. The price charged for a subscription or goods will be the price in effect at the time the Order is confirmed, and that price will be stated in your Order Confirmation Email.

b. Posted prices do not include taxes or charges for shipping and handling. All such taxes and shipping and handling charges will be added to your Order total and will be itemized in your shopping cart before you submit your request for goods or services.

6. Payment.

a. You must prepay for all Orders. Our third-party fulfillment provider will not ship any Orders for products until the third-party payment processor has received and confirmed your payment. You cannot access the SWC calendar of events or participate in any SWC services until the third-party payment processor has received and confirmed your payment with regard to your Account.

c. Method of Payment. Payment for an Order may be made by debit or credit card, as well as through ApplePay, and will be handled by our third-party payment processors. You represent and warrant to us that (i) any credit card or other payment information you supply to us is true, correct, and complete, (ii) that you are duly authorized to use such credit card or payment method for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred at the posted prices, including all applicable taxes, shipping and handling.

7. Delivery/Risk of Loss or Delay.

a. Shipping Method. Freight terms are specified by our third-party order fulfillment services. You will pay all shipping and handling charges and fees specified during the ordering process by our third-party order fulfillment services.

b. Estimated Delivery Dates. Our third-party order fulfillment services may provide you a projected delivery date at the time you place your Order for goods. SWC is not liable for delays in shipments.

c. Risk of Loss. Identification of the goods under Section 2-501 of the Uniform Commercial Code shall occur at the moment you submit your order request. Title and risk of loss pass to you upon our transfer of the products to the carrier.

8. Returns of Goods.

No credit or returns will be accepted without SWC's prior written authorization, and are subject to any terms specified in that written authorization. You are responsible for all shipping and handling charges on authorized returns.

9. Participation In and Admittance to Services.

Creating an Account with SWC does not guarantee participation in or admittance to the Services offered by SWC. Creating an Account with SWC permits subscribers to access the subscriber event calendar. SWC has the ability, in its sole discretion, to limit attendance of the events and/or services to a certain number of individuals and deny subscriber entry to an event or service.

10. Cancellations of Subscriptions.

SWC offers monthly and yearly subscriptions. When a monthly subscriber cancels their subscription, the monthly subscriber will retain access to their Account for the remainder of the monthly billing cycle. At the end of the billing cycle, the subscriber's Account will expire. If a yearly subscriber cancels their Account within thirty (30) days of creating an Account, the yearly subscriber will receive a ninety-five percent (95%) refund of the amount paid for that yearly subscription. If the yearly subscriber cancels their Account between thirty (30) days and ninety (90) days of creating their Account, the subscriber will receive a fifty percent (50%) refund of the amount paid for that yearly subscription. A yearly subscriber will not receive a refund of any amount after ninety (90) days of creating their Account.

11. Cancellations of Event Ticketing

SWC Subscribers and non-subscribers must cancel event ticketing at least 72 hours before an event occurs to receive a credit (gift card) on their account to be used at a later date. No monetary refunds will be issued. If an event cancellation is made within 72 hours of an event, no credit (gift card) or monetary refund will be issued.

12. Back Orders.

Some SWC goods may be on backorder, and shipping of back orders will be processed by our third-party order fulfillment services. SWC is not liable for goods on back order.

13. Warranty and Disclaimer.

a. Warranty. SWC warrants that Orders for goods will be delivered to the carrier consistent with the description in the Order Confirmation Email provided by SWC's third-party fulfillment provider. SWC makes no other warranties with respect to the goods or its services. If you were shown any sample(s) of the goods during the purchasing process, the sample was used merely to illustrate the general type and quality of the goods and not as a representation or guarantee that the goods would necessarily conform to the sample.

b. Extent of Warranty. The limited warranty extends only to the original purchaser of products, and does not extend to any subsequent or other owner or transferee of the product.

c. Remedy. With regard to purchases of products made available or accessed through the Website, all returns must be requested by you and processed through the third-party with which you placed the order for the product. SWC disclaims any and all liability or warranties for the return, exchange, defect, refund, or damage of products purchased through a third-party vendor. This is your sole and exclusive remedy for any breach of warranty with regard to products purchased through accessing the Website.

d. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY EXPRESSLY STATED IN THIS SECTION 12, THE GOODS SOLD TO YOU ARE PURCHASED BY YOU "AS IS". THE WARRANTY IN THIS SECTION 12 IS IN LIEU OF, AND SWC DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO ALL GOODS, SERVICES, AND EVENTS.

14. Limitation of Liability.

a. Excluded Damages. SWC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, DIRECT OR INDIRECT, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, ANY OTHER LEGAL THEORY. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE GOODS, OR ANY ASSOCIATED OR PACKAGED PRODUCTS, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, COSTS DUE TO DELAYS, THIRD PARTY CONSEQUENTIAL DAMAGES, AND INJURY TO PROPERTY.

b. Limited Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, SWC'S MAXIMUM LIABILITY FOR ANY CLAIM OR SERIES OF RELATED CLAIMS IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID (EXCLUDING ANY TAXES, SHIPPING AND HANDLING OR OTHER FEES BEYOND THE COST OF THE PRODUCT) TO SWC FOR THE AFFECTED GOODS IN THE PRECEDING TWELVE (12) MONTHS, OR IN THE CASE OF SERVICES, THE COST OF YOUR CURRENT SUBSCRIPTION.

c. Exceptions. Some states do not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitations or exclusions may not apply to you.

15. Limitation on Actions.

You may not bring any action arising out of any transaction with SWC more than one year after the cause of action accrues.

16. Compliance with Laws.

You agree to comply with all applicable laws and regulations of the various states and of the United States with regard to your Account, the Website, including events set out therein, and SWC's Terms of Use and Terms of Sale.

17. Force Majeure

a. SWC will not be responsible for failing to perform due to causes beyond its reasonable control, including but not limited to, failures by SWC's suppliers, third-party servicers, or subcontractors, war, sabotage, riots, civil disobedience, epidemic/pandemic, quarantine restrictions, acts of governments and government agencies, transportation issues (both during the supply to SWC and with the delivery to client), production problems, shortage or lack of raw materials labor disputes, accidents, fires, acts of terrorism or natural disasters.

b. If a force majeure situation lasts longer than sixty (60) days, either party may terminate the Order by providing written notice to the other, provided that you will still be responsible for any non-refundable costs incurred or to be incurred by SWC in connection with the relevant Order.

18. Intellectual Property.

You acknowledge and agree that SWC is and will remain the sole and exclusive owner of all intellectual property rights in and to each product, Subscription, and other services made available on the Website and sold to you as well as the owner of all intellectual property rights in and to any related specifications, including, but not limited to, all patents, copyrights, trademarks and other intellectual property rights related thereto.

19. Right of Inspection.

Your right of inspection of purchases of products made available or accessed through the Website are governed by the third party's rules, terms, policies and procedures from which you purchased the products. If there are any problems with your Order, including damage, price discrepancies, or shortage, these are governed by the third party's rules, terms, policies and procedures from which you purchased the products.

20. Sizes.

All size references are approximations, and, depending upon the product ordered, actual sizes may vary. Please see the third-party vendor's rules, terms, policies and procedures from which you purchased the products for any applicable details.

21. Applicable Law, Exclusive Jurisdiction, Venue, and ARBITRATION AGREEMENT.

ARBITRATION AGREEMENT.

All actions, disputes, claims and controversies of any nature whatsoever arising under common law, statutory law or in equity of any type or nature whatsoever and that arise under or are in any way related to the following areas are subject to binding and final arbitration: (a) the Website, (b) Terms of Sale, (c) Terms of Use, (d) Privacy Policy, (e) your Account, (f) your purchases from SWC, either directly or indirectly, (g) events posted on the Website's calendar, and (h) and any all other matters directly or

indirectly related to these areas (“Claims”) are subject to binding and final arbitration. Such arbitration proceeding shall be filed with and conducted by the American Arbitration Association (“AAA”), which can be located and contacted at: <http://www.adr.org>. This Arbitration Agreement does not allow for the filing of class action, mass action, or consolidated arbitration proceedings, and such arbitration proceedings are prohibited. This Arbitration Agreement applies mutually to you and SWC. You further agree that any Claims regarding the scope or interpretation of this Arbitration Agreement are delegated to Arbitration for decision by the applicable arbitrator.

YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO A JURY TRIAL THROUGH THIS ARBITRATION AGREEMENT.

Should any court proceeding nonetheless be filed, you and SWC have the right to enforce this Arbitration Agreement solely and exclusively in the state or federal courts in the County of Hillsborough, Florida. You agree that any Arbitration Award or order rendered by the arbitrator may be confirmed as a judgment or order in the state or federal courts in the County of Hillsborough, Florida, and shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.

22. Default Remedies.

In the event you fail to pay or are in breach of SWC’s Terms of Use and Terms of Sale as agreed, SWC will be entitled to reimbursement of its attorneys’ fees, expenses, and costs related to any and all collection efforts.

23. Assignment.

You may not assign any of your rights or delegate any of your obligations under these Terms of Sale without our prior written consent. Any purported assignment or delegation in violation of this Section 22 is null and void. No assignment or delegation relieves you or any of your obligations under these Terms of Sale.

24. No Waivers.

No waiver by SWC of any term or condition set out in these Terms of Sale 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 of SWC to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

25. Severability.

If any provision of these Terms of Use 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.

26. Third Party Beneficiaries.

These Terms of Sale do not and are not intended to confer any rights or remedies upon any person other than you.

27. Changes.

SWC reserves the right to change these Terms of Sale at any time. Any changes to the terms of Sale will be posted on the Website, and you should review these Terms of Sale before any purchase or signing up

for any service. Your continued use of the Website, your purchase from SWC, and/or you signing up for an event or service after a posted change constitutes your acceptance of and agreement to such changes.

28. Notices.

a. To You. We may provide any notice to you under these Terms of Sale by either (a) sending an email message to the email address you provided when placing your Order, or (b) by posting on the Website for notices that are related to SWC operations and not specific to your Order. It is your responsibility to ensure we have a current email address on file for you.

b. To Us. To give us notice under these Terms of Sale, you must contact us in via email, sent to: Sarah@SarahsWalkingClub.com.

29. Entire Agreement.

These Terms of Sale together with the Terms of Use, the Order and our Privacy Policy constitute our sole and entire agreement related to your purchase of products from SWC.