

WEBSITE TERMS AND CONDITIONS OF USE

THIS WEBSITE AND RELATED SERVICES ARE PROVIDED SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW (THE “TERMS AND CONDITIONS”). PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR CONTINUED USE OF THIS WEBSITE WILL INDICATE YOUR TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, PROMPTLY EXIT THIS WEBSITE.

Restrictions on Use

All pages within this Website and any material made available for download (collectively the “Website”) are the property of KathyatLIFEcelebrated (“Owner”) and/or its affiliates. The Website is protected by federal and international copyright and trademark laws. No portion of the materials on these pages may be reprinted, republished, modified, or distributed in any form without the express written permission of the Owner. This Website is for your own personal use or the internal use of your business. You shall keep intact any proprietary notices, including copyright notices, contained on any downloaded materials and shall comply with any applicable end user license agreements.

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Warranty Disclaimer

THIS WEBSITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY WEBSITE-RELATED SERVICE, IS PROVIDED “AS IS,” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE, WEBSITE-RELATED SERVICES, AND HYPERLINKED WEBSITES.

THE OWNER AND ITS AFFILIATES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, WEBSITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITE, AND/OR ANY HYPERLINKED WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, WEBSITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE WEBSITE AND/OR THOSE SERVICES.

Although the Owner attempts to ensure the integrity and accuracy of the Website, it makes no guarantees whatsoever as to the correctness or accuracy of the Website. It is possible that the Website could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the

Website by third parties. In the event that an inaccuracy arises, please inform the Owner at k.wallace-p@hotmail.com so that it can be corrected. Information contained on the Website may be changed or updated without notice.

Confidential and Proprietary Information

The Owner does not want to receive confidential or proprietary information from you through the Website. Please note that any information or material sent to the Owner through the Website will be deemed NOT to be confidential. By sending the Owner any information or material, you grant the Owner an unrestricted, irrevocable, world-wide, royalty free license to use, reproduce, display, perform, modify, transmit, and distribute those materials or information, and you also agree that the Owner is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose.

Content and Copyright Ownership

Unless otherwise indicated, this Website and all content and other materials therein, including, without limitation, the Owner's trademarks, service marks, logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Website Materials") are the proprietary property of the Owner or its licensors or users and are protected by U.S. and international copyright and trademark laws.

You are granted a limited, non-sublicensable license to access and use this Website and Website Materials for personal, informational, and shopping purposes only. Such license is subject to the Terms and Conditions and does not include: (a) any resale or commercial use of this Website or Website Materials; (b) the distribution, public performance, or public display of any Website Materials; (c) modifying or otherwise making any derivative uses of this Website and the Website Materials, or any portion thereof; (d) use of any data mining, robots, or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of this Website, the Website Materials, or any information contained therein, except as expressly permitted on this Website; or (f) any use of this Website or the Website Materials other than for its intended purpose. Any use of this Website or Website Materials other than as specifically authorized herein, without the prior written permission of the Owner, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring in any manner, whether by implication, estoppel, or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.

If you believe any material available via this Website infringes a copyright you own or control, you may file a notification of such infringement with our Designated Agent at the following email address: k.wallace-p@hotmail.com

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as a result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing

Links to Our Website

You are granted a limited, non-exclusive right to create text hyperlinks to this Website for noncommercial purposes, provided such links do not portray the Owner in a false, misleading, derogatory, or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. In addition, you may not use the Owner's logo or other proprietary graphics to link to this Website without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any of the Owner's trademark, logo, or other proprietary information, including the images found at this Website, the content of any text or the layout/design of any page or form contained on a page on this Website without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of the Owner or any third party.

Links or Pointers to Other Websites

The Owner makes no representations whatsoever about any other website that you may access through this Website. When you access a non-Owner website, please understand that it is independent from the Owner, and that the Owner has no control over the content on that website. In addition, a hyperlink to a non-Owner website does not mean that the Owner endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, trojan horses, and other items of a destructive nature.

Termination

Notwithstanding any of these Terms and Conditions, the Owner reserves the right, without notice and in its sole discretion, to terminate your license to use this Website and to block or prevent your future access to, and use of, this Website.

Notices

The Owner may give notice by means of a general notice on this Website, or electronic mail to your e-mail address on record in the Owner's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after posting a general notice or 12 hours after sending by email.

Choice of Law and Venue

These Terms and Conditions and this Website are created and controlled by kathyatLIFEcelebrated.com, a limited liability Owner organized in the State of California. As such, the laws of the State of California, will govern these Terms and Conditions, without giving effect to any principles of conflicts of laws. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California, for any litigation arising out of or relating to use of or purchase made through Owner (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the courts of the County of Los Angeles, in the State of

California, and agree not to plead or claim in any court of the County of Los Angeles, in the State of California, that such litigation brought therein has been brought in an inconvenient forum.

No Unlawful or Prohibited Purpose

As a condition of your use of this Website, you warrant to the Owner that you will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions.

Consumer Complaints

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Dispute Resolution

Please read this dispute resolution section (this “Arbitration Agreement”) carefully. It is part of your contract with Owner and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Owner that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Owner, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Owner should be sent to: 101 North Brand Blvd., 11th Floor, Glendale, California 91203. After the Notice is received, you and the Owner may attempt to resolve the claim or dispute informally. If you and the Owner do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved

through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of the primary office of the Owner, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Owner made to you prior to the initiation of arbitration, the Owner will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

Time Limits. If you or the Owner pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Owner, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Owner.

Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Owner in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE OWNER WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Owner.

Small Claims Court. Notwithstanding the foregoing, either you or the Owner may bring an individual action in small claims court.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Los Angeles County, California, for such purpose.

Electronic Communications

The communications between you and Owner use electronic means, whether you use the Website or send us emails, or whether Owner posts notices on the Website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Owner in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Owner provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

General

The provisions of these Terms and Conditions are intended to be severable. If for any reason any provision of these Terms and Conditions shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or

unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

No joint venture, partnership, employment, or agency relationship exists between you and the Owner as a result of these Terms and Conditions. The failure of the Owner to enforce any right or provision in these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Owner in writing.

These Terms and Conditions, together with any applicable policies, comprise the entire agreement between you and the Owner and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein. In its sole discretion, the Owner may modify these Terms and Conditions by posting the revised version on this Website and you agree that each visit by you to this Website is a new transaction governed by the terms of use linked on this Website at that time.

Contacting Us

If you have any questions about these Terms and Conditions or your dealings with the Owner, please feel free to email us at k.wallace-p@hotmail.com.

These Terms and Conditions were last modified on September 20, 2020.