

WEBSITE TERMS OF USE

Last Modified: May 20, 2025

Welcome! These Website Terms of Use (this “**Agreement**”) describes the terms and conditions by which you may access and/or use this website, including any and all successor URL(s) and any and all content and functionality offered on or through this website and/or such successor URL(s) (collectively, the “**Site**”), made available by The Helia Collective LLC (including its successors and assigns; (“**we**,” “**our**,” or “**us**”). By accessing and/or using the Site, you signify that you have read, understood, and agree to be bound by this Agreement and you acknowledge that you have read and understood our Privacy Notice, as further described in Section 3. The Helia Collective LLC reserves the right to make unilateral modifications to this Agreement and will provide notice of material changes as described below. This Agreement applies to all visitors and others who access the Site (collectively, “**Users**,” and, as applicable to you, “**you**” or “**your**”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 11.B (THE “**ARBITRATION AGREEMENT**”) AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 11.C (THE “**CLASS ACTION/JURY TRIAL WAIVER**”) THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN THE ARBITRATION AGREEMENT, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (AS DEFINED BELOW), YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS (AS DEFINED BELOW), AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

1. Site Administration

A. Eligibility. This is a contract between you and The Helia Collective LLC. You must read and agree to the terms of this Agreement before using the Site. If you do not agree, you may not access or use the Site. You may use the Site only if you can form a binding contract with The Helia Collective LLC, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations (“**Applicable Law**”). Any access to or use of the Site by anyone under the age of 13 is strictly prohibited and in violation of this Agreement. The Site is not available to any Users previously removed from the Site by The Helia Collective LLC.

B. Access to the Site. Subject to your compliance with the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to access and use the Site for your personal, noncommercial use only, strictly as permitted by the features of the Site. The Helia Collective LLC reserves all rights not expressly granted herein in and to each of the Site and the Intellectual Property (as defined below). The Helia Collective LLC may terminate the license granted in this Section at any time, for any reason or no reason.

C. Changes, Suspension, and Termination. We may, with or without prior notice, change the Site; stop providing the Site or features of the Site, to you or to Users generally; or create usage limits for the Site. We may, with or without prior notice, permanently terminate or temporarily suspend your access to the Site without liability, for any or no reason, including if, in our sole determination, you violate any provision of this Agreement. Upon its termination for any reason or no reason, you continue to be bound by this Agreement.

D. [U.S. Site.] The Site is controlled and operated from facilities in the United States. The Helia Collective LLC makes no representations that the Site is appropriate or available for access or use in other locations. Users who access or use the Site from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations,

including but not limited to export and import regulations. You may not use the Site if you are a resident of a country embargoed by the United States or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Site are solely directed to individuals, companies, or other entities located in the United States.]

E. Restrictions. Except to the extent a restriction is prohibited by Applicable Law, you will not engage or attempt to engage in, and will not assist, permit, or enable any third party to engage in, any of the following: (i) disassembling, reverse engineering, decoding, or decompiling any part of the Site; (ii) copying, distributing, or disclosing any part of the Site in any medium, including, without limitation, by any automated or non-automated “scraping”; (iii) using any automated means, including, without limitation, “robots,” “spiders,” and “offline readers,” to access the Site in a manner that sends more request messages to the servers running the Site than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that The Helia Collective LLC grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Site for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of, but not caches or archives of, such materials, and only as specified in the applicable robots.txt file); (iv) using any content available on or via the Site (including any caption information, keywords, or other metadata) for any machine learning and/or artificial intelligence training or development purposes, or for any technologies designed or intended for the identification of natural persons; (v) transmitting spam, chain letters, or other unsolicited email; (vi) interfering with, compromising the system integrity or security of, or deciphering any transmissions to or from the servers running the Site; (vii) taking any action that imposes, or may impose (as determined by us, in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (viii) uploading invalid data, viruses, worms, or other software agents through the Site; (ix) collecting or harvesting any personal information from the Site; (x) using the Site for any commercial solicitation purposes; (xi) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, or hiding your identity; (xii) interfering with the proper working of the Site; (xiii) accessing any content available on or via the Site through any technology or means other than those provided on the Site or otherwise authorized by us (including, without limitation, accessing an audiovisual work intended for real-time viewing in a different manner, such as by downloading or otherwise storing the same); or (xiv) bypassing the measures we may use to prevent or restrict access to the Site, including, without limitation, features that prevent or restrict use or copying of any content or that enforce limitations on use of the Site or the content available thereby.

2. Intellectual Property

A. Intellectual Property Rights Definition. As used herein, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of personality, trademark, trade dress and service mark rights, goodwill, trade secret rights, and any and all other intellectual property rights and proprietary rights as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals, and extensions thereof, under Applicable Law.

B. Our Intellectual Property. You understand and acknowledge that we (or our licensors) own and will continue to own all rights (including Intellectual Property Rights), title, and interest in and to the Site, all materials and content (including, without limitation, images, text, graphics, illustrations, logos, photographs, audio, videos, and music) displayed or otherwise made available on and/or through the Site (including the design, selection, and arrangement thereof), and all software, algorithms, code, technology, and intellectual property underlying and/or included in or with the Site (collectively and individually, “**Intellectual Property**”). Except as may be explicitly provided herein, nothing in this

Agreement will be deemed to create a license in or under any such Intellectual Property Rights, and you will not access, sell, license, rent, modify, distribute, copy, reproduce, transmit, display, perform, publish, adapt, edit, or create derivative works of any Intellectual Property. Use of any Intellectual Property for any purpose not expressly permitted by this Agreement is strictly prohibited.

C. Usage Data. We may collect, or you may provide to us, diagnostic, technical, usage, and/or related information, including information about your computers, mobile devices, systems, and software (collectively, “**Usage Data**”). All Usage Data is and will be owned solely and exclusively by us, and, to the extent any ownership rights in or to the Usage Data vest in you, you hereby assign to us all rights (including Intellectual Property Rights), title, and interest in and to same. Accordingly, we may use, maintain, and/or process the Usage Data or any portion thereof for any lawful purpose, including, without limitation: (i) to provide and maintain the Site; (ii) to improve our products and services, and to develop new products, services, and/or features; (iii) to monitor your usage of the Site; (iv) for research and analytics, including, without limitation, data analysis, identifying usage trends, and/or customer research; and (v) to share analytics and other derived Usage Data with third parties, solely in de-identified or aggregated form.

D. Feedback. To the extent you provide us any suggestions, recommendations, or other feedback relating to the Site or to any other The Helia Collective LLC products or services (collectively, “**Feedback**”), you hereby assign to us all rights (including Intellectual Property Rights), title, and interest in and to the Feedback. Accordingly, we are free to use the Feedback and any ideas, know-how, concepts, techniques, and/or other intellectual property contained in the Feedback, without providing any attribution or compensation to you or to any third party, for any purpose whatsoever, although we are not required to use any Feedback. You acknowledge that, by acceptance of your submission of Feedback, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

3. **Privacy**

At this time The Helia Collective LLC does not collect, use, or share your personal information in a manner that directly identifies you. However, we do use third-party analytics tools (including Google Analytics) to help us understand how visitors interact with our website and newsletter. We want to know everything about our website - what articles and resources are the most viewed, what are the least viewed, etc, so we can ensure we’re creating and maintaining the best content for you. These third party tools may use cookies, web beacons, and similar technologies to collect information such as your IP address, browser type, pages visited, and time spent on the site.

We also use MailerLite to manage and track our newsletter performance, which may include data on email opens, clicks, and subscriber activity. These third-party services operate independently and are governed by their own privacy policies.

This Terms of Use document will be updated if The Helia Collective LLC’s privacy practices materially change.

4. **Security**

We care about the integrity and security of your personal information and other data. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or to use your data for improper purposes. You acknowledge that you provide your data at your own risk.

5. Linking to the Site and Social Media Features

You may link to the Site's homepage, provided you do so in a way that does not: (a) violate any Applicable Law; (b) damage our reputation or take advantage of it, or (c) suggest, without our express, prior written consent, any form of association, approval, or endorsement on our part.

This Site may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain content on Site;
- send e-mails or other communications with certain content, or links to certain content, that appears on the Site; and/or
- cause limited portions of content that appears on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use such features solely as they are provided by us, solely with respect to the content with which they are displayed, and otherwise in accordance with any additional terms and conditions we may provide with respect to such features. In addition to complying with the foregoing, you will not:

- establish a link from any website that is not owned by you;
- cause the Site or portions of it to be displayed, or to appear to be displayed, on any other site by, for example, framing, deep linking, or in-line linking; or
- link to any part of the Site other than the homepage.

You agree to cooperate with us in causing any unauthorized framing or linking to cease.

We reserve the right to disable all or any social media features and/or any links at any time, and/or to withdraw the permissions granted in this Section, in each case in our sole discretion, with or without notice.

5. Third-Party Links and Information

THE SITE MAY CONTAIN LINKS TO THIRD-PARTY SITES, MATERIALS, AND/OR SERVICES (COLLECTIVELY, "**THIRD-PARTY SERVICES**") THAT ARE NOT OWNED OR CONTROLLED BY US. IF YOU USE A THIRD-PARTY SERVICE IN CONNECTION WITH THE SITE, YOU ARE SUBJECT TO AND AGREE TO, AND MUST COMPLY WITH, THE APPLICABLE THIRD PARTY'S TERMS AND CONDITIONS MADE AVAILABLE VIA, OR AGREED IN CONNECTION WITH, ITS SERVICES. WE DO NOT ENDORSE OR ASSUME ANY RESPONSIBILITY FOR ANY THIRD-PARTY SERVICES. IF YOU ACCESS AND/OR USE A THIRD-PARTY SERVICE FROM THE SITE, YOU DO SO AT YOUR OWN RISK, AND YOU UNDERSTAND THAT THIS AGREEMENT AND OUR PRIVACY NOTICE DO NOT APPLY TO YOUR USE OF SUCH THIRD-PARTY SERVICE. YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LIABILITY ARISING FROM YOUR ACCESS TO AND/OR USE OF ANY THIRD-PARTY SERVICE. ADDITIONALLY, YOUR DEALINGS WITH, OR PARTICIPATION IN PROMOTIONS OF, ADVERTISERS FOUND ON THE SITE, INCLUDING AS RELATES TO PAYMENT AND DELIVERY OF GOODS, AND ANY OTHER TERMS (SUCH AS WARRANTIES) ARE SOLELY BETWEEN YOU AND SUCH ADVERTISERS. YOU UNDERSTAND AND ACKNOWLEDGE THAT WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT RELATING TO YOUR DEALINGS WITH SUCH ADVERTISERS.

6. Indemnity

You will defend, indemnify, and hold us and our subsidiaries and affiliates, and our and their respective agents, suppliers, licensors, employees, contractors, officers, and directors (collectively, including The Helia Collective LLC, the "**The Helia Collective LLC Indemnitees**") harmless from and against any and all claims, damages (whether direct, indirect, incidental, consequential, or otherwise), obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to, legal fees) arising from: (a) your access to and/or use of the Site; (b) your violation of any term of this Agreement, including, without limitation, your breach of any of your representations and warranties set forth herein; (c) your violation

of any third-party right, including, without limitation, any privacy right or Intellectual Property Right; (d) your violation of any Applicable Law; or (e) your willful misconduct;

7. **[No Professional Advice**

THE CONTENT PROVIDED THROUGH OR IN CONNECTION WITH THE SITE IS DESIGNED TO PROVIDE PRACTICAL AND USEFUL INFORMATION ON THE SUBJECT MATTER(S) COVERED. WHILE SUCH CONTENT MAY CONCERN ISSUES RELATED TO PROFESSIONAL SERVICES, SUCH CONTENT IS NOT PROFESSIONAL SERVICES ADVICE. YOU SHOULD NOT ACT OR REFRAIN FROM ACTING ON THE BASIS OF ANY CONTENT THAT IS INCLUDED ON, OR OTHERWISE OBTAINED IN CONNECTION WITH, THE SITE WITHOUT SEEKING THE ADVICE OF A PROFESSIONAL WHO IS LICENSED AND/OR QUALIFIED IN THE APPLICABLE SUBJECT MATTER(S). WE EXPRESSLY DISCLAIM ALL LIABILITY IN RESPECT OF ACTIONS TAKEN OR NOT TAKEN BASED ON ANY CONTENT OBTAINED IN CONNECTION WITH THE SITE.]

8. **No Warranty**

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR ACCESS TO AND/OR USE OF THE SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE INTELLECTUAL PROPERTY, AND ANY OTHER INFORMATION AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NONE OF THE THE HELIA COLLECTIVE LLC INDEMNITEES WARRANTS THAT ANY CONTENT OR ANY OTHER INFORMATION CONTAINED IN, OR AVAILABLE VIA, THE SITE IS ACCURATE, COMPREHENSIVE, RELIABLE, USEFUL, OR CORRECT; THAT THE SITE WILL MEET YOUR REQUIREMENTS; THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS SO OBTAINED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM(S) OR MOBILE DEVICES AND/OR FOR LOSS OF DATA THAT RESULTS FROM THE SAME OR FROM YOUR ACCESS TO AND/OR USE OF THE SITE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW.

FURTHER, THE HELIA COLLECTIVE LLC DOES NOT WARRANT, ENDORSE, GUARANTEE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SITE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED WEBSITE OR SITE, AND THE HELIA COLLECTIVE LLC WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

UNITED STATES FEDERAL LAW AND SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY THE HELIA COLLECTIVE LLC INDEMNITEE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SITE OR ANY PORTION THEREOF. UNDER NO CIRCUMSTANCES WILL ANY THE HELIA COLLECTIVE LLC INDEMNITEE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SITE OR THE INFORMATION CONTAINED THEREIN ON YOUR BEHALF.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE HELIA COLLECTIVE LLC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS RUNNING THE SITE AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE

SITE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY; (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT, POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SITE; AND/OR (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT WILL ANY THE HELIA COLLECTIVE LLC INDEMNITEE BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO THE HELIA COLLECTIVE LLC HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE HELIA COLLECTIVE LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATION ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

A. **Governing Law.** You agree that: (i) the Site will be deemed solely based in the state of California; and (ii) the Site will be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement will be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law governing this Agreement, the Federal Arbitration Act (9 U.S.C. §§ 1-16) (as it may be amended, “FAA”) governs the interpretation and enforcement of the Arbitration Agreement below and preempts all state laws (and laws of other jurisdictions) to the fullest extent permitted by Applicable Law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue will be resolved under and governed by the law of the U.S. state where you live (if applicable) or the jurisdiction mutually agreed upon in writing by you and us. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our data security, confidential information, or Intellectual Property Rights, as set forth in the Arbitration Agreement, including any provisional relief required to prevent irreparable harm. You agree that California is the proper and exclusive forum for any appeals of an arbitration award, or for trial court proceedings in the event that the Arbitration Agreement is found to be unenforceable. This Agreement was drafted in the English language and this English language version of this Agreement is the original, governing instrument of the understanding between you and us. In the event of any conflict between the English version of this Agreement and any translation, the English version will prevail.

B. Arbitration Agreement

- i. **General.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. This Arbitration Agreement applies to and governs any dispute, controversy, or claim between you and us that arises out of or relates to, directly or indirectly: (w) this Agreement, including the formation, existence, breach, termination, enforcement, interpretation, validity, and enforceability thereof; (x) access to or use of the Site, including receipt of any advertising or marketing communications; (y) any transactions through, by, or using the Site; or (z) any other aspect of your relationship or transactions with us, directly or

indirectly, as a User or consumer (each, a “**Claim**,” and, collectively, “**Claims**”). This Arbitration Agreement will apply, without limitation, to all Claims that arose or were asserted before or after your consent to this Agreement.

- ii. Opting Out of Arbitration Agreement. If you are a new User, you can reject and opt out of this Arbitration Agreement within thirty (30) days of accepting this Agreement by emailing us at jess@theheliacollective.com with your full, legal name and stating your intent to opt out of this Arbitration Agreement. Opting out of this Arbitration Agreement does not affect the binding nature of any other part of this Agreement, including the provisions regarding controlling law or the courts in which any disputes must be brought.]
- iii. Dispute-Resolution Process. For any Claim, you will first contact us at jess@theheliacollective.com and attempt to resolve the Claim with us informally. In the unlikely event that we have not been able to resolve a Claim after sixty (60) days, we each agree to resolve such Claim exclusively through binding arbitration by JAMS before a single arbitrator (the “**Arbitrator**”), under the Optional Expedited Arbitration Procedures then in effect for JAMS (the “**Rules**”), except as provided herein. JAMS may be contacted at www.jamsadr.com, where the Rules are available. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will control. The arbitration will be conducted in the U.S. county where you live (if applicable) or Los Angeles County, California, unless you and The Helia Collective LLC agree otherwise. You understand and acknowledge that: (x) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (y) the award rendered by the Arbitrator may include your costs of arbitration, your reasonable attorneys’ fees, and your reasonable costs for expert and other witnesses; and (z) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this would not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. You and we agree that the Arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the scope, interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement is, or whether any provision of this Agreement is, unconscionable or illusory, and any defense to arbitration, including waiver, delay, laches, unconscionability, and/or estoppel.
- iv. Equitable Relief. NOTHING IN THIS ARBITRATION AGREEMENT WILL BE DEEMED AS: PREVENTING US FROM SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM THE COURTS AS NECESSARY TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF OUR DATA SECURITY, CONFIDENTIAL INFORMATION, OR INTELLECTUAL PROPERTY RIGHTS; OR PREVENTING YOU FROM ASSERTING CLAIMS IN A SMALL CLAIMS COURT, PROVIDED THAT YOUR CLAIMS QUALIFY AND SO LONG AS THE MATTER REMAINS IN SUCH COURT AND ADVANCES ON ONLY AN INDIVIDUAL (NON-CLASS, NON-COLLECTIVE, AND NON-REPRESENTATIVE) BASIS.
- v. Severability. If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole

or in part, will be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, will have no impact on the remaining provisions of this Arbitration Agreement, which will remain in force, or on the parties' ability to compel arbitration of any remaining Claims on an individual basis pursuant to this Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement will be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief will be stayed pending the outcome of any individual claims in arbitration.

C. Class Action/Jury Trial Waiver. BY ENTERING INTO THIS AGREEMENT, YOU AND THE HELIA COLLECTIVE LLC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER. THE FOREGOING APPLIES TO ALL USERS (BOTH NATURAL PERSONS AND ENTITIES). THIS CLASS ACTION/JURY TRIAL WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S OR ENTITY'S CLAIMS. YOU AND THE HELIA COLLECTIVE LLC AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED WILL NOT AFFECT OTHER USERS.

11. General

A. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by The Helia Collective LLC without restriction. Any attempted transfer or assignment in violation hereof will be null and void.

B. Notification Procedures and Changes to the Agreement. The Helia Collective LLC may provide notifications, whether such notifications are required by Applicable Law or are for marketing or other business-related purposes, to you via email notice or written or hard copy notice, or through posting of such notice on the Site, as we determine, in our sole discretion. The Helia Collective LLC reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification, as required by Applicable Law or as described in this Agreement. The Helia Collective LLC is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. The Helia Collective LLC may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page. This Agreement applies to and governs your access to and use of the Site effective as of the start of your access to the Site, even if such access began before publication of this Agreement. Your continued use of the Site after any change to the Agreement constitutes your acceptance of the new Terms of Use. If you do not agree to this Agreement, to any future Terms of Use, or to any portion of either of the foregoing, do not access or use (or continue to access or use) the Site.

C. Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with The Helia Collective LLC in connection with the Site, will constitute the entire agreement between you and The Helia Collective LLC concerning the Site. Except as otherwise stated in the Arbitration Agreement, if any provision of this Agreement is deemed

invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

D. **No Waiver.** No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or of any other term, and our failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

E. **California Residents.** The provider of the Site is The Helia Collective LLC, 4316 Guardia Ave., Los Angeles, CA 90032, 323.447.4495. If you are a California resident, in accordance with Cal. Civ. 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 it in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.