

Owl Of Moon Arbitration Agreement

Overview

Mindful of the high cost of legal disputes, not only in dollars but also in time and energy, both you and Owl Of Moon agree that any controversy, claim, action, or dispute in any way related to your use of any Owl Of Moon website, any purchase from Owl Of Moon, or to any products or services sold or distributed by Owl Of Moon (“Dispute”) will be resolved by this dispute resolution procedure and arbitration agreement (“Arbitration Agreement”).

Informal Dispute Resolution

Either party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent to Owl Of Moon at Owl Of Moon Legal Department, Attn: General Counsel, 4335 Van Nuys Blvd, Ste 232, Sherman Oaks, CA 91403, or to you at your last-used billing address or the billing and/or shipping address in your online profile. Both you and Owl Of Moon agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

Scope of Arbitration Agreement

To the extent you cannot resolve any Dispute through the informal dispute resolution procedure described above, a Dispute shall be resolved through binding individual arbitration. Accordingly, you and Owl Of Moon agree to give up the right to go to court to assert or defend rights under this Arbitration Agreement and with respect to any Dispute (except small claims, as described below). You and Owl Of Moon expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this Arbitration Agreement.

Right to Bring Small Claims in Court

Instead of arbitration, either you or Owl Of Moon may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim.

How Arbitration Works

Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the

AAA's website at www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA's applicable rules. Owl Of Moon will reimburse those fees in an amount up to \$10,000. Owl Of Moon also waives its own right to seek attorneys' fees and costs in arbitration. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

Waiver of Right to Bring Class Actions and Representative Claims

All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and Owl Of Moon agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Owl Of Moon hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

Other Terms

This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with the Federal Arbitration Act and, where applicable, the law of the state of California. The terms of the Arbitration Agreement provisions shall survive after your relationship with Owl Of Moon and/or use of our websites or other services and products ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.