

TERMS OF USE

Welcome! BARNEY + FLO(W), Amanda M. Barnett (“BARNEY + FLO(W)”, “B+F”, “us”, “our” or “we”), owns and operates this website, services, content, technologies and applications located at barneyandflow.com (“Website”). These Terms of Use (“Terms”) constitute a legally binding agreement made by and between BARNEY + FLO(W) and the user of this Site (personally and, if applicable, on behalf of the entity for whom you are using the Site; collectively, “you”).

Barney + Flo(w) Member Policies

Upon purchase of any Barney + Flo(w) digital workshop or membership plan, the purchaser agrees to the following company policies. We reserve the right to make changes to any of our policies at any time. As a user of the website you are agreeing to these policies and any future revisions during your membership term. As a company, we will do our best to inform our users to any adjustments made, however it is ultimately the responsibility of the purchaser to be aware and comprehend the following policies.

Cancellation Policy: Upon purchase of the The Collective the purchaser is agreeing to pay the total sum of the 12 month membership in equal monthly installments, billed automatically each month on the same calendar date post purchase. A Collective member may cancel their membership within the first 48 hours of enrollment for a \$50 cancellation fee. Barney + Flo(w) reserves the right to refuse cancellation to any Collective member. After 48

hours the member is committed to the remaining payments on their membership and may either maintain the membership monthly payment plan or complete the owed amount as one payment via PayPal. If a member opts to pay the remainder of their membership amount as one payment via PayPal, their access will be removed upon receipt of their payment and no refunds will be permitted for previous access time to The Collective. As a member of The Collective you may cancel your membership yourself at any time from your dashboard or by emailing Barney + Flo(w) and requesting cancellation.

All a la carte purchases are final sale.

FAQ

Plan Expiration Policy: Upon expiration of any Barney + Flo(w) subscription your access will end without contact or action needed from the member. There are no plans set to auto renew.

Plan Extension Policy: There is no option to extend or add access time to any Barney + Flo(w) plan including all a la carte purchases. There are no exceptions made to this policy.

Refund Policy: We do not provide refunds for previous months in The Collective, even if the member has not logged in. We also do not provide refunds for a la carte workshops even if the purchaser did not log in during their

access time to view the content. If there is an issue with billing, it is the responsibility of the purchaser to alert the company of the error and maintain awareness of transactions posting to their account. Barney + Flo(w) has the ability to process refunds for those who are eligible, for payments which occurred up to a month prior. For transactions which occurred over a month prior, Barney + Flo(w) maintains the right to refuse refund or provide the option to take a Barney + Flo(w) store credit to be used on future purchases.

Option to Freeze Policy: There is no option to pause or freeze any Barney + Flo(w) plan, including all a la carte purchases. Billing systems for Memberspace memberships are automated.

Billing Policy: If you are a member of The Collective and have a failed payment, the system will retry the charge up to 4 times before cancelling your plan. A Smart Retry system is used to determine optimal times for payment retries but typically these attempts are all processed w/in a week. After the 4th failed billing attempt your plan will be canceled.

We do not have the ability to reinstate cancelled plans and the member will be responsible for purchasing the plan again. The member will be subject to the current rate and previous discount codes or plan rates may not be available. Please note with the start of a new plan the

system will start you at month 1 and Barney + Flo(w) does not have the ability to adjust what month you are on to account for months completed on previously cancelled plans.

Discount Code Policy: Barney + Flo(w) reserves the right to cancel or refuse any discount code at any time without notice. If a customer forgets to use a discount code at purchase, Barney + Flo(w) reserves the right to refuse to retroactively apply any discount code.

Legacy Member Policy: There are no tiered discounts offered to customers who own lifetime access a la carte workshops.

Upgrade Policy: If a customer purchases an a la carte workshop and decides they would rather join the The Collective, they may cancel and be granted a full refund within three days of their registration. After three days there are no refunds granted on workshops.

As Is Policy: Upon purchase of any Barney + Flo(w) workshop or membership plan, the consumer is agreeing to the purchased content as is and there are no guaranteed upgrades or improvements. The company reserves the right to update & alter the existing content and sell these upgraded versions separately or user may benefit from additional information added at no charge.

Content Privacy Policy: All purchases of Barney + Flo(w) content, including a la carte workshops and The Collective membership, are meant to only be viewed by the purchaser and cannot be shared with others. Sharing of login credentials is strictly prohibited and as a company we track IP addresses, login history & location, and profile history for suspected breaches of this policy. All purchased content including written, video, & audio is only available to view by logging in with your registered account credentials and cannot be copied or downloaded to a personal device for viewing or listening offline. Violations of this policy are considered unlawful and Barney + Flo(w) reserves the right to take legal action in cases of misconduct.

BY ACCESSING, USING ANY PART OF THE WEBSITE OR SERVICES AND/OR PURCHASING ACCESS TO ANY BARNEY + FLO(W) ONLINE COURSES (“ONLINE COURSES”), YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN LIABILITY LIMITATIONS. IF YOU DO NOT AGREE TO BE SO BOUND, YOU MAY NOT ACCESS OR USE THE WEBSITE OR ANY SERVICES.

If you have any questions about these Terms, please contact us through hello@barneyandflow.com

About Our Website

Subject to compliance with these Terms, BARNEY +

FLO(W) gives users the ability to consume wellness content, post comments and other user generated content, and to purchase access to our Services on a variety of topics relevant to our Website (collectively, the "Services"). You agree that all transactions will be performed electronically and that the terms of the purchase of access to and use of any Services will be governed by these Terms.

About The Terms

The Terms have the same effect as an agreement in writing and govern your use of our Website. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF OR ACCESS TO OUR WEBSITE AND/OR ANY SERVICES. We may modify the Terms at any time. These terms were last revised on April 30, 2020. Each time you visit or log into our Website, you reaffirm your acceptance of these Terms. You are responsible for regularly reviewing the Terms. The Terms are supplemented by additional terms and conditions applicable to privacy, and may be supplemented by additional terms and conditions applicable to specific areas of our Website, or to particular content or transactions posted in particular areas of our Website.

HEALTHCARE DISCLAIMER

BARNEY + FLO(W) SERVICES AND PRODUCTS ARE NOT INTENDED TO DIAGNOSE, TREAT, OR CURE ANY PSYCHOLOGICAL OR MEDICAL CONDITIONS.

OUR WEBSITE AND SERVICES MAY INCLUDE INFORMATION AND INSTRUCTION RELATING TO PHYSICAL, PSYCHOLOGICAL AND OVERALL

EMOTIONAL AND MENTAL WELL-BEING, BREATHWORK, NUTRITIONAL SUPPLEMENT SUGGESTIONS, EXERCISE AND FITNESS, AND SOME OF THE PRODUCTS AND SERVICES AVAILABLE THROUGH OUR WEBSITE RELATE TO SUCH TOPICS FOR INFORMATIONAL PURPOSES ONLY. YOU ACKNOWLEDGE AND AGREE THAT THE FOLLOWING WARNINGS AND DISCLAIMERS SHALL APPLY TO ALL SUCH INFORMATION, INSTRUCTION, PRODUCTS AND SERVICES:

BEFORE PARTICIPATING IN ANY PRANAYAMA, DIET OR EXERCISE PROGRAM OR USING ANY DIET OR FITNESS PRODUCTS OR SERVICES THAT MAY BE DESCRIBED AND/OR MADE ACCESSIBLE IN OR THROUGH OUR WEBSITE AND/OR THE SERVICES, WE STRONGLY RECOMMEND THAT YOU CONSULT WITH A PHYSICIAN OR OTHER PROFESSIONAL HEALTHCARE PROVIDER BEFORE BEGINNING ANY SERVICES OR TRYING ANY PRODUCTS. BARNEY + FLO(W), ITS STAFF AND THE CONTENT-PROVIDERS ARE NOT LICENSED MEDICAL CARE OR HEALTHCARE PROVIDERS, AND ARE NOT RENDERING PERSONAL MEDICAL AND/OR PSYCHOLOGICAL ADVICE OR TREATMENT, AND HAVE NO EXPERTISE IN ADVISING ON, DIAGNOSING, EXAMINING, OR TREATING MEDICAL OR MENTAL HEALTH CONDITIONS OF ANY KIND, OR IN DETERMINING THE EFFECT OF PRANAYAMA, PSYCHOLOGICAL OR ANY WELLNESS SERVICES OR ANY SPECIFIC EXERCISE OR DIET SUPPLEMENT ON

A MEDICAL CONDITION. BY USING THE SERVICES, YOU FURTHER REPRESENT THAT YOU UNDERSTAND THAT PHYSICAL EXERCISE INVOLVES STRENUOUS PHYSICAL MOVEMENT, AND THAT SUCH ACTIVITY CARRIES THE RISK OF INJURY. IT IS YOUR RESPONSIBILITY TO ENSURE THAT BY PARTICIPATING IN CLASSES AND ACTIVITIES FROM BARNEY + FLO(W), YOU WILL NOT EXCEED YOUR LIMITS WHILE PERFORMING SUCH ACTIVITY, AND YOU WILL SELECT THE APPROPRIATE LEVEL OF CLASSES FOR YOUR SKILLS AND ABILITIES, AS WELL AS FOR ANY MENTAL OR PHYSICAL CONDITIONS AND/OR LIMITATIONS YOU MAY HAVE.

YOU UNDERSTAND THAT, IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE IF ANY SUCH SUGGESTED ADJUSTMENT OR EQUIPMENT IS APPROPRIATE FOR YOUR LEVEL OF ABILITY AND PHYSICAL AND MENTAL CONDITION. YOU ACKNOWLEDGE AND AGREE THAT WHEN PARTICIPATING IN ANY DIET, EXERCISE, HERBAL, OR EXERCISE PROGRAM, AND/OR WHEN USING ANY DIET OR FITNESS PRODUCTS OR SERVICES, THERE IS THE POSSIBILITY OF PHYSICAL INJURY AND/OR DEATH, AND YOU ASSUME THE SOLE RISK AND RESPONSIBILITY FOR ANY SUCH ACTIVITIES.. OUR WEBSITE, INCLUDING ALL CONTENT THEREON, AND THE SERVICES ARE NOT MEANT TO BE SUBSTITUTES FOR MEDICAL ADVICE FROM YOUR PHYSICIAN OR HEALTH CARE PROVIDER OR ANY INFORMATION CONTAINED ON OR IN ANY PRODUCT

PACKAGING OR LABEL. MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, ACCURACY, OR APPROPRIATENESS FOR ANY PURPOSE OF ANY INFORMATION OR CONTENT CONTAINED ON OUR WEBSITE OR THE ONLINE COURSES. YOU ARE ADVISED THAT HEALTH ADVICE IS OFTEN SUBJECT TO UPDATING AND REFINING DUE TO MEDICAL RESEARCH AND DEVELOPMENTS. WE ARE COMMITTED TO BRINGING YOU THE MOST UP TO DATE INFORMATION, HOWEVER, WE MAKE NO GUARANTEE THAT THE INFORMATION HEREIN IS THE MOST RECENT ON ANY PARTICULAR SUBJECT. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY SEEKING IT BECAUSE OF A STATEMENT YOU HAVE READ ON OUR WEBSITE AND/OR HEARD IN OUR SERVICES. OUR WEBSITE AND THE SERVICES SHOULD NOT BE USED IN LIEU OF ADVICE GIVEN BY QUALIFIED MEDICAL PROFESSIONALS SUCH AS YOUR PHYSICIAN OR REGISTERED DIETITIAN. IT IS IMPORTANT THAT OUR WEBSITES AND THE SERVICES ARE USED ONLY IN CONJUNCTION WITH QUALIFIED MEDICAL GUIDANCE. IF YOU KNOW OR SUSPECT THAT YOU MAY BE PREGNANT, HAVE AN EATING DISORDER, HAVE DIABETES, OR HAVE ANY OTHER PHYSICAL OR MEDICAL CONDITION, IT IS IMPERATIVE THAT YOU SEEK THE ADVICE OF YOUR PHYSICIAN PRIOR TO USING OUR WEBSITE AND/OR THE SERVICES. IF YOU EXPERIENCE ANY DISCOMFORT OR PAIN DURING A DIET OR EXERCISE ROUTINE YOU MUST

IMMEDIATELY CEASE THE ACTIVITY AND SEEK THE ASSISTANCE OF A PHYSICIAN.

BASED ON THE FOREGOING, NOTHING CONTAINED ON THE WEBSITE OR OTHER PRODUCTS OR SERVICES OFFERED BY BARNEY + FLO(W) SHOULD BE CONSTRUED AS ANY FORM OF SUCH MEDICAL ADVICE OR DIAGNOSIS. WITHOUT LIMITING ANYTHING SET FORTH HEREIN, YOU EXPRESSLY WAIVE AND RELEASE ANY CLAIM THAT YOU MAY HAVE AT ANY TIME FOR INJURY OF ANY KIND AGAINST BARNEY + FLO(W), OR ANY PERSON OR ENTITY INVOLVED WITH BARNEY + FLO(W), INCLUDING WITHOUT LIMITATION ITS DIRECTORS, PRINCIPALS, INSTRUCTORS, INDEPENDENT CONTRACTORS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES AND REPRESENTATIVES.

Terms and Conditions

To use the Website you must be, and represent and warrant that you are, of legal age (18 years of age or older) and competence. By using the Website on behalf of any third party, you are representing to us that you are an authorized representative of that third party and that your use of the Website constitutes that third party's acceptance of these Terms. In addition, if you have been previously prohibited from accessing the Website or the website of any of our affiliates, you are not permitted to access the Website.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access the Website and use the Services for your personal, non-commercial use, and as we otherwise intend. BARNEY + FLO(W) reserves the right to monitor the Service for the purpose of determining that your usage complies with these Terms.

1 Prohibited Conduct.

You may not use the Website or Services other than as expressly permitted by these Terms. Without limitation, you will not, directly or indirectly: (a) copy, reproduce, modify, distribute, display, create derivative works of or transmit any content on the Website; (b) use the Service or Website commercially; (c) reverse engineer, decompile, tamper with or disassemble the technology used to provide the Service or Website (except as and only to the extent any foregoing restriction is prohibited by a non-waivable provision of applicable law); (d) interfere with or damage the Service, Website, or underlying any technology; (e) impersonate or misrepresent your identity or affiliation; (f) attempt to obtain unauthorized access to the Service or Website; (g) collect information about users of the Service, the Website, or the Service; (h) violate, misappropriate or infringe a third party's intellectual property or other right, or any social media platform terms; (i) violate any law, rule, or regulation, or (j) interfere with any third party's ability to use or enjoy, or our ability to provide, the Service or Website.

2. Account Registration and Account Use.

If you create an account, you must provide us with complete and accurate information. You must promptly update such information to keep it complete and accurate. You are entirely responsible for maintaining the confidentiality of your password and account. You are entirely responsible for any and all activities that occur under your account. You may not use anyone else's account at any time. Excessive viewings or logins by you will be construed by us as fraudulent use of services, which will result in the immediate cancellation of your access to the Services without refund. When purchasing access to a Service, you agree to take all actions possible to protect your username and password from fraudulent use.

You agree to notify BARNEY + FLO(W) immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge. You will be liable for losses, damages, liability, expenses and attorneys' fees incurred by BARNEY + FLO(W) or a third party due to someone else using your account.

BARNEY + FLO(W) has no obligation to retain a record of your account or any data or information that you may have stored for your convenience by means of your account or the Services.

3. We May Discontinue or Suspend Our Website or Terminate Your Use.

These Terms are effective unless and until terminated by

you or us. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Website (or any part thereof) with or without notice. You agree that we shall not be liable to you or any third party for any such termination, modification, suspension or discontinuance of our Website. We may deny you access to all or part of the Website at any time for any reason (including if you violate these Terms, as determined in our sole and absolute discretion) or no reason at all.

If you terminate your account, you must contact us through hello@barneyandflow.com and you will remain liable under these Terms for any purchase made prior to termination. If we terminate your right to access the Website, these Terms will terminate and all rights you have to access the Website will immediately terminate.

4. We Have All Rights In Our Website and BARNEY + FLO(W) Content; We Disclaim Any Liabilities in Connection with Third-Party Content and Services; You Grant Us Certain Rights When You Submit Content to Us: Our Website (including all text, photographs, graphics, video and audio content contained on Our Website) is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries, and we (subject to the rights of our licensors and licensees under applicable agreements, understandings and arrangements) have all rights therein (“Content”). All individual articles, blogs, videos, content and other elements comprising our Website are also

copyrighted works, and we (subject to the rights of our licensors and licensees under applicable agreements, understandings and arrangements) have all rights therein. You must abide by all additional copyright notices or restrictions contained on our Website. The Content, trademarks, service marks and logos contained therein (“Marks”), the design of the Website and/or Services (“Site Design”), and all software and other technology used to provide the Website and/or Services (“Technology”), are owned by or licensed to BARNEY + FLO(W) and/or its affiliates (collectively, “BARNEY + FLO(W)”). BARNEY + FLO(W) content is provided to you “as is” for your information and personal use only and may not be used, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever. We reserve all rights not expressly granted in and to the Website, BARNEY + FLO(W) Content. Using the Website and/or Services does not give you any ownership of or right in or to any BARNEY + FLO(W) Content.

The Website may contain information and content provided by third parties. We have no obligation to monitor, we do not endorse, and we are not liable for any third-party content. In addition, the Website may contain links to third-party websites. BARNEY + FLO(W) is not responsible for the content on any linked site or any link contained in a linked site. We do not endorse or accept any responsibility for the content on such third-party sites. Third parties may offer their services directly to you through the Website. In such case, you may be required to

agree to the third party's terms of service and/or privacy policy to use the service. BARNEY + FLO(W) will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy of the third party or its failure to adhere to its terms of service or privacy policy, or any loss, damages, liability or expenses (including attorneys' fees) that you may incur arising from or related to such third party's services or products.

If you send comments or suggestions about the site or Services to BARNEY + FLO(W), including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the BARNEY + FLO(W). No submission shall be subject to any obligation of confidence on the part of BARNEY + FLO(W). BARNEY + FLO(W) shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

By sharing, posting or submitting User Content on or to our Website (regardless of the form or medium with respect to such content, whether text, videos, photographs, audio or otherwise) (collectively, "User Content"), you grant BARNEY + FLO(W), and our affiliates, agents and third party contractors a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable and transferable license to use, copy,

distribute, display, publish your User Content on our Website and its affiliated publications (either in the form submitted or in the form of a derivative or adapted work), to store such content, and to distribute such content and use such content for promotional and marketing purposes. Without limiting the generality of the foregoing, with respect to any video submissions to us made by you from time to time, you understand and agree that (unless you and we agree otherwise) we may, or may permit users to, based solely on functionality provided and enabled by our Website, compile, re-edit, adapt or modify your video submission, or create derivative works therefrom, either on a stand-alone basis or in combination with other video submissions, and (unless you and we agree otherwise) you shall have no rights with respect thereto and we or our licensees shall be free to display and publish the same (as so compiled, re-edited, adapted, modified or derived) for any period.

You irrevocably waive and agree not to assert any rights, including any “moral rights,” that you have to prevent us from exploiting the rights granted in herein.

You also grant us the right to use and display the name, photograph and any other biographical information that you submit with any User Content in connection with such User Content.

You acknowledge and agree that you are solely responsible for all the User Content that you make available through the Website, including, without limitation,, any personal information, such as your home address, the home address of others, or your current

location. WE ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF YOUR SHARING OR POSTING ANY PERSONAL OR OTHER INFORMATION ON OUR WEBSITE. Accordingly, you represent and warrant that: (1) you have all rights, licenses, consents and releases necessary to grant BARNEY + FLO(W) the required rights to disseminate any User Content, (2) neither your User Content nor your posting, uploading, publication, submission or transmittal of this User Content or BARNEY + FLO(W)'s use of your uploaded User Content (or any portion thereof) on, through or by the means of the Website, will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or rights of publicity or privacy, (3) publish falsehoods or misrepresentations that could damage us or any third party; (4) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (5) you will not post content intended to provide professional advice, including the provision of medical advice; or (6) post advertisements or solicitations of business.

You understand that when you submit content in any form to BARNEY + FLO(W) or our Website we may authorize such content to be distributed or syndicated to or published on other BARNEY + FLO(W)-branded environments. We have the right to remove or edit any

User Content for any reason or no reason at all.

You Have Rights if You Believe Your Copyright is Being Infringed:

BARNEY + FLO(W) respects the rights of others and we expect users of our Website and Services to do the same. These Terms prohibit the infringement of the copyrights of others, and it is also our policy that we may remove, suspend, terminate access, or take other appropriate action against repeat offenders. We may also remove content that in our sole discretion appears to infringe the intellectual property rights of others.

How to File an Infringement Notification.

If you have evidence, know, or have a good faith belief that content residing on or accessible through our Website infringes a copyright which you own or for which you are a designated agent, please send a notice of infringement by email to hello@barneyandflow.com to receive notifications of claimed infringement by the following means:

BARNEY + FLO(W) Copyright

and with the information that sets forth the items specified below:

- Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works are covered by a single notification, provide a representative list of such works.
- Identify the material that is claimed to be

infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit BARNEY + FLO(W) to locate the material. Please provide a URL and screenshots for each item. Include the specific asset(s) or page(s) that you claim to be infringing. Say “entire work” ONLY if all assets/pages in a collection/document are infringing.

- Include details of your claim to the material, or your relationship to the material’s copyright holder.
- Provide your full name, address, and telephone number should we need to clarify your claim.
- Provide a working email address where we can contact you to confirm your claim.
- If true, include the following statement: “I have a good faith belief that use of the copyrighted materials described above as the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law.”
- If true, include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint.”
- Sign the document, physically or electronically.

5. Your Use of Our Content is Restricted:

(a) Unless expressly permitted, you may not copy, reproduce, distribute, publish, enter into a database,

display, perform, modify, create derivative works from, transmit or in any way exploit any part of our Website or any content thereon, except as permitted under the last sentence of this Section 5(a) and except that you may make one print copy that is limited to occasional articles of personal interest only. You further acknowledge and agree that the formulas, techniques, concepts, ideas, and processes provided on the website, including the videos, audios, images, and writings (collectively referred to as the “curriculum”), are confidential and proprietary in nature, and all rights thereto are held exclusively by us. You are granted a limited license to access such Curriculum for personal purposes, and agree not to reproduce, share, or exploit the Curriculum or content based off of the Curriculum in any manner. Without limiting the generality of the foregoing (but subject to the last sentence of this Section 5(a)), you may not distribute any part of this site or any content thereon over any network, including, without limitation, a local area network, or sell or offer it for sale. In addition, these files may not be used to construct any kind of database. Just as we from time to time excerpt materials from other sources in order to support the various commentaries and writings contained herein, we respect the right of others to make "fair use" of the materials contained on Our Website; accordingly, you may from time to time excerpt and use materials set forth on this site consistent with the principles of "fair use".

(b) We are concerned about the integrity of our Website when it is viewed in a setting created by a third party that includes advertising or other materials that we have not

authorized to be displayed with the content of our Website. Neither you nor any third party shall make use of the contents of our Website in any manner that constitutes an infringement of our rights, including copyright or that has not been authorized by us.

6. We are Not Responsible For and Do Not Necessarily Hold the Opinions Expressed by Our Content

Contributors: Opinions and other statements expressed by users and third parties (e.g., bloggers) are theirs alone, not opinions of BARNEY + FLO(W). Content created by third parties is the sole responsibility of the third parties and its accuracy and completeness are not endorsed or guaranteed. You acknowledge that by providing you with the ability to view and distribute content through our Website and/or Services, BARNEY + FLO(W) is not undertaking any obligation or liability relating to the content. BARNEY + FLO(W) and its affiliates, successors, assigns, employees, agents, directors, officers and shareholders do not undertake or assume any duty to monitor our Website for inappropriate or unlawful content. BARNEY + FLO(W) and its affiliates, successors, assigns, employees, agents, directors, officers and shareholders assume no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation. Notwithstanding the foregoing, BARNEY + FLO(W) reserves the right to block or remove communications, postings or materials at any time in our sole discretion.

7. Your Use of Our Website is Subject to Certain

Disclaimers:

THE WEBSITE AND SERVICES ARE PROVIDED “AS AVAILABLE” AND “AS IS,” TO THE FULLEST EXTENT PERMITTED BY LAW, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. BARNEY + FLO(W) DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THIS PROVISION IS NOT INTENDED TO DISCLAIM LIABILITY THAT WE MAY NOT DISCLAIM UNDER APPLICABLE LAW.

USE OF WEBSITE IS AT YOUR OWN RISK. BARNEY + FLO(W) DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, SERVICES OR EMAILS SENT TO YOU WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR THAT ALL INFORMATION WILL BE ACCURATE OR COMPLETE. YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR HARDWARE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF MATERIAL OR DATA. BARNEY + FLO(W) MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR PROMISE THAT THE WEBSITE OR SERVICES OR ONLINE COURSES WILL MEET YOUR

REQUIREMENTS OR ACHIEVE ANY PARTICULAR RESULTS. OUR WEBSITE MAY CONTAIN VARIOUS COMBINATIONS OF TEXT, IMAGES, AUDIOVISUAL PRODUCTIONS, OPINIONS, STATEMENTS, FACTS, ARTICLES OR OTHER INFORMATION CREATED BY US OR BY THIRD-PARTIES. DUE TO THE NUMBER OF SOURCES FROM WHICH CONTENT ON OUR WEBSITE IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH CONTENT. ACCORDINGLY, SUCH CONTENT IS FOR YOUR REFERENCE ONLY AND SHOULD NOT BE RELIED UPON BY YOU FOR ANY PURPOSE.

BARNEY + FLO(W) DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE WEBSITE, AND BARNEY + FLO(W) WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. BARNEY + FLO(W) WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW. SOME STATES OR OTHER JURISDICTIONS DO NOT

ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS.

TO NEW JERSEY RESIDENTS, THE PROVISIONS ABOVE ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAW OF THE STATE OF NEW JERSEY ONLY.

8. LIMITATION OF LIABILITY

IN NO EVENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WILL BARNEY + FLO(W), ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES (COLLECTIVELY "BARNEY + FLO(W)" FOR PURPOSES OF THIS SECTION) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE PERFORMANCE, USE OF OR THE INABILITY TO USE THE WEBSITE, OR SERVICES, EVEN IF BARNEY + FLO(W) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE OR OTHERWISE. BARNEY + FLO(W) WILL NOT BE LIABLE FOR THE COST OF SERVICES, LOSS OF REVENUE OR LOSS OF GOOD WILL.

IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE

SERVICE(S) TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A SERVICE, \$100.

THIS PROVISION IS NOT INTENDED TO EXCLUDE LIABILITY THAT WE MAY NOT EXCLUDE UNDER APPLICABLE LAW.

BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU DEPENDING ON YOUR STATE OR NATION OF RESIDENCE.

Data. You are responsible for creation, storage, and backup of your data and records. These Terms and any registration for or subsequent use of this Website or the Services will not be construed as creating any responsibility on BARNEY + FLO(W)'s part to store, backup, retain, or grant access to any information or data for any period.

9. INDEMNITY

You agree to defend, indemnify and hold harmless BARNEY + FLO(W), its affiliates and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities and expenses (including attorneys' fees) incurred in connection with any third-party claim brought or asserted against any of the Indemnified Parties: (a) alleging facts or circumstances that would, if true, constitute a violation of any provision of these Terms

by you; (b) alleging bodily injury, death, property damage or other damages arising from your or a third party's use or misuse of any purchase of service or transaction on this Website; (c) arising from or related to any other party's access and use of the Services with your unique username, password or other appropriate security code (if such codes are required to access Services in the future); (d) arising from or related to our use of your User Content or Feedback in the context of the Services; or (e) arising from, related to, or connected with your use or misuse of the Website or Services. We may, in our sole and absolute discretion, control the disposition of any such claim at your sole cost and expense. You may not settle any such claim without our express written consent.

10. We May be Legally Compelled to Disclose Certain Information: You agree that in the event we receive a subpoena issued by a court or from a law enforcement or government agency, we shall comply with such subpoenas without your consent or prior notice to you and may disclose your IP address, username, name, IP location or other information in response thereto.

11. You Are Responsible for Your Own Access. You are responsible for obtaining at your own expense all equipment and services needed to access and use our Website and the Services, including all devices, Internet browsers and Internet access. If you access our Website,

a Website application or any Services through a mobile or wireless device, you are responsible for all fees that your carrier may charge you for data, text messaging and other wireless access or communications services.

12. We Do Not Target Children Under Age 13. Due to the nature of the Internet, we cannot prohibit minors from visiting Our Website, including without limitation, our Services. our Website and our Services are not directed toward children under the age of 13 and we do not knowingly collect information from children under the age of 13 through our Website or the Services. If you believe that a child has provided information to us through our Website or the Services, please contact us through hello@barneyandflow.com. We will use our best efforts to remove all of the information provided by the child from our system.

13. You Need to Bring any Action Against Us Within One Year. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to our Website, your use of our Website, or your access to and use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

14. You Must Abide by Applicable International Laws. Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with

all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

15. DISPUTES

You and BARNEY + FLO(W) agree that any claim or controversy that arises between us relating in any way to any breach, enforcement, or termination of the Terms or your use of or access to the Site or Service (each a "Covered Matter" and collectively, "Covered Matters"), will be resolved in accordance with the provisions set forth in this Section.

- 1 Informal Resolution. If you have any dispute with BARNEY + FLO(W), you and BARNEY + FLO(W) agree that before taking any formal action, you will contact us through hello@barneyandflow.com, provide a brief, written description of the dispute and your contact information (including the email address associated with your account, if your dispute relates to an account), and allow sixty (60) days to pass, during which BARNEY + FLO(W) will attempt to reach an amicable resolution of any issue with you.
- 2 Applicable Law. You and BARNEY + FLO(W) agree that United States federal law including the Federal Arbitration Act, and (to the extent not inconsistent with or pre-empted by federal law) the laws of the State of Oregon, USA, without regard to conflict of laws principles, will govern all Covered Matters. Such body of law will apply regardless of your residence or the location of where you use the BARNEY + FLO(W)

Services.

- 3 Agreement to Arbitrate Disputes. You and BARNEY + FLO(W) agree that these Terms and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act applies in all cases and governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any Covered Matter must be asserted individually in binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules (including the Supplementary Procedures for Consumer-Related Disputes, if applicable). You and BARNEY + FLO(W) further agree that:
 - 1 The arbitrator will utilize desk, phone, or video conference proceedings where appropriate and permitted to mitigate costs of travel.
 - 2 The arbitrator will not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals.
 - 3 The arbitrator, and not any federal, international, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including any claim that all or any part of these Terms is void or voidable or a particular claim is subject to arbitration.
- 4 The Arbitrator’s Award. You and BARNEY + FLO(W) agree that for matters where the relief sought is over

\$5,000, the arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Users, but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law. You and BARNEY + FLO(W) agree that the arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in and enforced by any court of competent jurisdiction. YOU AND BARNEY + FLO(W) AGREE THAT THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

5 Exceptions To Our Agreement To Arbitrate Disputes.

There are only two exceptions to this agreement to arbitrate:

- 1 First, if either party reasonably believes that the other party has in any manner violated or threatened to infringe the intellectual property rights of the other party, the party whose rights

have been violated may seek injunctive or other appropriate interim relief in any court of competent jurisdiction.

2 Second, each party will retain the right to seek relief in a small claims court within the United States for disputes or claims brought on an individual basis within the scope of the jurisdiction of such courts.

6 **Who Bears the Costs of Arbitration.** You and BARNEY + FLO(W) agree that payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$5,000 or less, at your written request, BARNEY + FLO(W) will reimburse you for the filing, administration, and arbitrator fees associated with the arbitration following the earlier of the arbitrator's decision or settlement, provided that you make your request no more than thirty (30) days following the earlier of such decision or settlement. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous or without merit, you agree that BARNEY + FLO(W) is relieved of its obligation to reimburse you for any fees associated with the arbitration.

7 **Future Amendments to the Agreement to Arbitrate.**

Notwithstanding any provision in the Terms to the contrary, you and BARNEY + FLO(W) agree that if BARNEY + FLO(W) makes any amendment to the agreement to arbitrate under this Section in the future,

that amendment shall not apply to any claim that was filed in a legal proceeding against BARNEY + FLO(W) prior to the effective date of the amendment.

However, the amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between you and BARNEY + FLO(W). If you do not agree to these amended terms, you may close your account within thirty (30) days of the posting or notification of such amended terms and you will not be bound by the amended terms.

8 Judicial Forum for Legal Disputes. Unless you and BARNEY + FLO(W) agree otherwise and except as described in Section (Small Claims Court), in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the agreement to arbitrate, or as a result of a decision by the arbitrator or a court order, or because you are an international User to which this agreement to arbitrate does not apply, you agree (except as otherwise provided by law) that any claim or dispute that has arisen or may arise between You and BARNEY + FLO(W) must be resolved exclusively by a state or federal court located in Portland, OR. You and BARNEY + FLO(W) agree to submit to the exclusive personal jurisdiction of the courts located within Multnomah County, Oregon for the purpose of litigating all such claims or disputes.

9 YOU MAY OPT-OUT OF ARBITRATION. IF YOU

ARE A NEW BARNEY + FLO(W) USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION (“OPT-OUT”) BY CONTACTING US THROUGH HELLO@BARNEYANDFLOW.COM. OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF USE FOR THE FIRST TIME. IF YOU ARE NOT A NEW BARNEY + FLO(W) USER, YOU HAVE UNTIL THIRTY (30) DAYS AFTER THE POSTING OF THE NEW TERMS TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.

10 Arbitration Opt-Out Procedure. In order to opt-out, you must contact us with your name, address (including your street address, city, state, and zip code), email address(es) associated with your account(s) to which the opt-out applies, and an unaltered digital image of your valid driver’s license. This procedure is the only way you can opt out of the agreement to arbitrate in this Section. If you opt out of the agreement to arbitrate, all other parts of the Terms and this Section will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with BARNEY + FLO(W).

11 YOU WAIVE CERTAIN RIGHTS. BY AGREEING TO THE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE (i) TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS

PROVIDED ABOVE), (ii) TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES, AND (iii) TO A TRIAL BY JURY EVEN IF ANY ARBITRATION IS NOT REQUIRED UNDER THE TERMS.

12 STATUTE OF LIMITATIONS FOR YOUR CLAIMS.

REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY COVERED MATTER MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.

- 1 All terms of these Terms, which by their nature would survive the termination, shall survive.
- 2 Force Majeure: Under no circumstances shall BARNEY + FLO(W) or its licensor or supplier be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.
- 3 No Waiver; Severability: No waiver of any term of these Terms will be binding unless in writing, no waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and the failure of BARNEY + FLO(W) to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an

arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

- 4 Miscellaneous: These Terms (and all policies, terms and conditions referenced herein) constitute the entire agreement between you and BARNEY + FLO(W) and govern your use of the Website, and Services provided by BARNEY + FLO(W), and supersede any prior agreements between you and BARNEY + FLO(W) on the subject matter. You also may be subject to additional terms that may apply when you use certain BARNEY + FLO(W) services or third-party content, links or websites. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by BARNEY + FLO(W) without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of BARNEY + FLO(W). A party's failure or delay in exercising any right, power or privilege under these Terms will not waive its rights to exercise such right, power, or privilege in the future, nor will any single or partial exercise of any right, power or privilege preclude any

other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege under these Terms. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree to comply with all applicable laws in your use of the Website and Services. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. These Terms will not be construed against the drafter. “Include(s)” or “including” means, respectively, “include(s), without limitation,” or “including, without limitation,” unless expressly stated otherwise. If you are using the Website or Services for or on behalf of the U.S. or any other government, your license rights do not exceed those granted to non-government consumers.

- 5 Use Outside the United States of America: The Website is controlled and offered by BARNEY + FLO(W) from the United States of America. BARNEY + FLO(W) makes no representations that the Site is appropriate for use in other locations. Those who access or use the Website from other locations do so at their own risk and are responsible for compliance with local law. You consent to the processing in the United States of America of information you provide to us.
- 6 Notices and Electronic Communications: This means that if you wish to transact or communicate with us, you agree to do so by electronic means. You

authorize us to send you important notices about our Website and any pending transactions to an email address you provide to us, if you have purchased access to Services or otherwise provided your email address to us or, in the alternative, by posting a notice on our Website and such notice will be effective on dispatch. It is your duty to keep your email address up to date and to maintain a valid email address and to ensure that emails we send you are not filtered or stopped by spam filters or other types of email blocking functionalities. If you no longer desire to transact electronically with us, you may no longer use our Website. If you give notice to us, it will be effective when received and you must use the following email address: HELLO@BARNEYANDFLOW.COM

BARNEY + FLO(W), Amanda Barnett
Last Modified April 30th, 2020

BY CONTINUING TO USE OUR WEBSITE, YOU AGREE TO ABIDE BY THESE TERMS . The caption to each Section of these Terms are for convenience of reference only and shall be ignored in the construction or interpretation hereof.