

T&C 2022

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

The Main Tab

Terms of Use

Welcome to **The Main Tab!** The Main Tab is a wholesale online marketplace connecting Brands, with Retailers, and Sales Representatives. The Main Tab is accessible through its website (collectively, the “Site”) and mobile applications (collectively, the “Application”) (together, the “Services”). Throughout these Terms and Conditions, “The Main Tab”, “our”, “us”, and/or “we” refer to The Main Tab. The terms “you” and/or “your” refer to any visitor of the Site and/or the Application and any user of the Services, including any Member as defined below.

BEFORE YOU CLICK ON THE “I ACCEPT” BUTTON, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS THEY CREATE A BINDING CONTRACT BETWEEN YOU AND THE MAIN TAB. BY CLICKING ON THE “I ACCEPT” BUTTON OR USING THE WEBSITE OR SERVICES, YOU, AND THE BUSINESS ENTITY THAT YOU REPRESENT (IF APPLICABLE), ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS OF SERVICE. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE ON BEHALF OF YOURSELF OR THE BUSINESS ENTITY YOU REPRESENT, AS APPLICABLE. FURTHER, THESE TERMS OF SERVICE CONTAIN AN AGREEMENT FOR NON CIRCUMVENTION DETAILED IN SECTION 10 (“NON-CIRCUMVENTION) and IN SECTION 11 (“OPTING OUT”). THESE TERMS ALSO CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND THE MAIN TAB ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN THE ARBITRATION SECTION (SEE SECTION 18 “AGREEMENT TO ARBITRATE”).

Modification

We reserve the right, at our sole discretion to modify, suspend, discontinue or terminate the Services or any content, feature or material we provide thereon, or to modify these Terms, at any time and without prior notice, and have no obligation to update any information thereon.

We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Services to users, including Members. You agree that it is your responsibility to monitor changes to our Services. If we modify these Terms we will post the modification on the Site or via the Application and/or provide you with notice of the modification. By continuing to access or use the Services thereafter, you are indicating that you agree to be bound by the modified Terms.

1. Scope of Services

- 1. The Main Tab maintains the Website and Application as a service to its Users, subject to these Terms of Service. You are responsible for obtaining any equipment and Internet service necessary to access the Services and for paying any fees for the equipment and services You select. The Main Tab may alter, suspend or discontinue the Services provided herein, in whole or in part, at any time and for any reason, without providing notice to You. The Services may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons. You acknowledge that the Services is evolving and that the form and nature of the Services may change from time to time without notice to You.
- 2. Changes: We are always trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on The Main Tab website (www.themaintab.com), by sending you an email, and/or by some other means. If you don't agree with the new Terms, you are free to reject them but that may mean you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

2. Privacy

- 2.1. The Main Tab takes the privacy of its users very seriously. Please review our Privacy Policy to learn more. The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal

information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at info@themaintab.com.

3. Usage

- The Main Tab services offers three Account Types: Brands, Retailers, and Sales Representatives.
- 3.1. You must apply to become an authorized Brand, Retailer, or Sales Representative on our website. If and once approved by The Main Tab, you will be required to sign up for an account, and select a password and user name. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not use another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. You may not purchase on behalf of other persons or businesses without our prior written permission. You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).
- The **Retailer** Account is for buyers who purchase through the Services for the purpose of resale. The **Brand** Account is for sellers who offer to sell their goods to Retailers through the Services. The **Sales Representative** Account is for Independent Sales Representatives who work with/for Brands and/or Retailers.
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- 3.2. You will only use the Services for your own internal, personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.
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- 3.3. You will not share your account or password with anyone, and you must protect the security of your account and your password. You're solely responsible for any activity associated with your account.

4. Prohibited Conduct

Your use of the Services is subject to the following additional restrictions:

- **a. No Interference with the Services**

- a.1. You shall not disturb or interfere with the operation of the Services in any manner including without limitation by imposing an unreasonable or disproportionate burden on the network, software or hardware infrastructure of the Services.

- **b. No Manipulation**

- b.1. You are prohibited from manipulating, by any means, the information available through the Website and Services (including without limitation through the use of an alias or decoys or by placing false qualifications or offers). Furthermore, You shall not disrupt or otherwise interfere in any way with another User's participation on the Services.

- **c. No Unauthorized Conduct**

- c.1. By accessing the Services, Your Account or any other Service provided through The Main Tab, You shall abide by the following standards of conduct. You shall not, and shall not authorize or facilitate any attempt by another person to, use the the Services, any video conferencing service or other Service to:

- • Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious or otherwise objectionable, as determined by The Main Tab;
- • Provide information which is incorrect or misleading;
- • Use a name or language that The Main Tab, in its sole discretion, deems offensive;
- • Post or provide false, inaccurate, misleading, defamatory or libelous Content (including without limitation personal information);
- • Post hateful or racially or ethnically objectionable Content;
- • Post Content which infringes another's copyright, trademark, trade secret or other intellectual property rights or other rights of any entity or person;
- • Post unsolicited advertising, unlawfully promote products or services, solicit funds or sponsors or use the Website for any commercial solicitation purposes;
- • Copy, collect, interfere with, distribute or disclose any part of the Website or Services or User Information, including through any automated or non-automated "scraping" whether by robots, spiders, scripts, scrapers, crawlers or any other automated or manual equivalent;
- • Use or provide software (except general purpose web browsers and email clients) or services that interact or interoperate with The Main Tab for downloading, uploading, creating an Account, accessing an Account, using an Account, posting, searching or mobile use;
- • Post or submit any Content that contains inaccurate personal information or misrepresents Your identity or past experience or is otherwise incomplete or false;
- • Harass, threaten or intentionally embarrass or cause distress to another User;

- • Impersonate another User or attempt to hide Your identity;
- • Exploit children under 18 years of age;
- • Engage in disruptive activity such as transmitting spam, chain letters or other unsolicited emails;
- • Introduce viruses, worms, Trojan horses and/or harmful code into the Website;
- • Obtain unauthorized access to any computer system or Confidential Information (as transfer or share Your Account and Login Credentials with another party without The Main Tab’s written consent);
- • Harvest or otherwise collect information about Users, including personal information, without their consent;
- • Invade the privacy of any person, including without limitation posting personally identifying or otherwise private information about a person without their consent (or their parent’s consent in the case of a child under 18 years of age);
- • Solicit personal information from children under 18 years of age or solicit passwords from other Users;
- • Violate any federal, state, local or international law or regulation, including, without limitation, those relating to labor and employment, equal employment opportunity and work authorization, if and to the extent applicable; or
- • Encourage conduct that would constitute a criminal or civil offense.

5. Confidentiality

5.1. You understand that The Main Tab has disclosed or may disclose information relating to The Main Tab’s technology or business (including pricing accessible only to authorized users) (hereinafter referred to as “Proprietary Information”). You agree: (i) not to divulge to any third person any such Proprietary Information, (i) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of these Terms, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that you take with your own proprietary information, but in no event less than reasonable precautions to protect such Proprietary Information. The foregoing will not apply with respect to any information that you can document (a) is or becomes generally available to the public other than through your own wrongful act, or (b) was in your possession or known by you prior to receipt from us, or (c) was rightfully disclosed to you without restriction by a third party, or (d) was independently developed without use of any Proprietary Information. Nothing in this Agreement will prevent you from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that you give us reasonable prior notice of such disclosure to contest such order. Any violation of the foregoing is grounds for termination of your right to use or access the Services.

6. Intellectual Property Rights and Restrictions

- 6.1. Website Content

- All of the content on the Website and Application, including without limitation the images, graphics, information, text, data, links, products as well as the underlying software, networks and systems that support this Website and other material accessible through the Website or Services, whether created by The Main Tab, provided by You or provided by a third party, for display on the Website or through the Services (collectively, “Content”) is owned by The Main Tab, The Main Tab’s affiliates or The Main Tab’s licensors and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. The Content may contain typographical errors, other inadvertent errors or inaccuracies. The Main Tab reserves the right to make changes to document names and content, descriptions or specifications or other information, without obligation to issue any notice of such changes.

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You may view, copy, download and print Content that is available on this Website or through the Services, subject to the following conditions:

- • You shall only use the Content for internal informational purposes in compliance with all laws and regulations that apply to You. You may not reproduce or transmit any part of this Website or its Content in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose.
- • You shall not modify, alter or prepare derivative works based on the Content, or distribute copies of or publicly perform or display the Content, including without limitation by posting the Content on any network computer or distributing the Content on or in any media.
- • You shall not remove copyright, trademark or other proprietary notices from the Content.
- • Nothing contained within this Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use this Website or any Content displayed on this Website, except: (a) as expressly permitted by these Terms of Service; or (b) with The Main Tab’s prior written permission or the permission of the third party that owns the trademark or copyright of the Content displayed on this Website.

7. User Rights

- You understand that The Main Tab owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content; please remember that

just because this functionality exists, doesn't mean that all the restrictions above don't apply.

- Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions may be viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.
- For all User Submissions, you hereby grant The Main Tab a license to translate, modify, and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. If you store a User Submission in your own personal The Main Tab account that may not be viewable by any other user except you (a "Personal User Submission"), you grant The Main Tab the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.
- If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users), then you grant the Website the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so.
- If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a "Public User Submission"), then you grant The Main Tab the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

- You agree that the licenses you grant are royalty-free, perpetual, sublicensable, irrevocable, and worldwide, provided that when you delete your The Main Tab account, we will stop displaying your User Submissions (other than Public User Submissions, which may remain fully available) to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from the Company's records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.
- Finally, you understand and agree that The Main Tab may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media.
- If there is a dispute between participants on this site, or between users and any third party, or between users on The Main Tab (Retailers and Brands) you agree that The Main Tab is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release The Main Tab, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

8. Copyright Infringement, Notice and Take Down Procedures

- If You believe that any Content on The Main Tab infringes Your copyright, You may request that such Content be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information: identification of the copyrighted work that You believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work; identification of the Content that You believe to be infringing and its location, including a description of the Content, and its Website location or other pertinent information that will help The Main Tab to locate such Content;
- Your name, address, telephone number and email address;

- a statement that You have a good faith belief that the complained of use of the material is not authorized by the copyright owner, its agent or the law;
- a statement that the information in Your claim is accurate; and
- a statement that “under penalty of perjury,” You declare that You are the lawful copyright owner or are authorized to act on the owner’s behalf.

9. Costs and Fees

- We reserve the right to charge for certain or all Services. We will notify you before any Services you are using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.
- With respect to any purchase you make using the Services, the Brand’s Terms and Conditions may apply.
- Where applicable, you shall pay all fees described by the Services in connection with such for-fee products/services purchased by you in the manner specified on or selected through the Services (or as otherwise agreed upon in writing by you and us). Unless otherwise specified, the following terms apply to all purchases.
- We may use a third-party payment processor (the “Payment Processor”) to bill you through a payment account, such as your bank account or debit or credit card, linked to your account on the Services (your “Billing Account”). The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. We are not responsible for error by the Payment Processor. By choosing to use for-fee Services or purchase products, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Services or purchase of such products in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your “Payment Method”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.
- **Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due upon demand.



Recurring Billing. Some of the for-fee Services and product purchases may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO YOUR ACCOUNT SETTINGS.



Current Information Required.

YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE IN YOUR ACCOUNT SETTINGS PAGE. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF FOR-FEE SERVICES OR PURCHASES OF PRODUCTS UNDER YOUR ACCOUNT.



Charges If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.



Auto-Renewal for Subscription Services. Unless you opt out of auto-renewal, which can be done through your account settings, any subscription services or purchases you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your subscription services at any time, go to account settings. If you terminate a subscription service, you may use your subscription until the end of your then-current term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. Your non-termination or continued use of a for-fee service reaffirms that we are authorized to charge your Payment Method for that service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the for-fee service.

10. NON-CIRCUMVENTION

- As a User of the Services, you agree to make and receive payments only through The Main Tab for two years (24 months) from the date you place or receive your first Purchase Order, unless you pay an Opt-Out-Fee, as detailed below.
- You acknowledge and agree that a substantial portion of the compensation The Main Tab receives for making the Services available to you is collected through Commissions. The Main Tab only receives this Commission when the Clients (Brand and/or Retailer) pay and receive payment through the Services. Therefore, for 24 months from the time you identify or are identified by any party through the Services (the "Non-Circumvention Period"), you agree to use the Services as your exclusive method to request, make, and receive all payments for all orders directly or indirectly with that party or arising out of your relationship with that party.
- For the avoidance of doubt, if you, or the business you represent, did not identify and were not identified by another party through the Website, such as if you and another User worked together before meeting on the Website, then the Non-Circumvention Period does not apply.
- If you use the Website as an employee, agent, or representative of another business, then the Non-Circumvention Period applies to you and other employees, agents, or

representatives of the business when acting in that capacity with respect to the other User.

- Except if you pay the Opt-Out Fee, you agree not to circumvent the Payment Methods offered by the Services. By way of illustration and not in limitation of the foregoing, you agree not to:

- 10.1. Submit Purchase Orders directly to the Brand and not through the Services
- 10.2. Accept Purchase Orders or solicit Purchases outside the Website to invoice, or receive payment outside the Services.
- 10.3. Invoice or report on the Services or in an Opt-Out Fee request an invoice or payment amount lower than that actually agreed between Users.
- 10.4. Refer a User you identified on the Services to a third-party who is not a User of the Services for purposes of making or receiving payments off the Services.

- You agree to notify The Main Tab immediately if a person suggests to you making or receiving payments outside of the Services. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to The Main Tab by sending an email message to: info@themaintab.com

- If you refuse to accept any new version of the Terms of Service or elect not to comply with certain conditions of using the Services, and therefore choose to cease using the Services, you may pay the Opt-Out Fee for each other User you wish to continue working with on whatever terms you agree after you cease using the Services.

11. OPTING OUT

- You may opt-out of the Non-Circumvent obligation only if the Client or prospective Client pays The Main Tab an opt-out fee for each such relationship (the "Opt-Out Fee").

- The Opt-Out Fee is computed as follows

- (a) a cancellation fee of \$3,500 or
- (b) 15% of the gross annual sales for 12 months with clients from The Main Tab

- To pay the Opt-Out Fee, you must request instructions by sending an email message to info@themaintab.com

- If The Main Tab determines, in its sole discretion, that you have violated The Non-Circumvention Clause, The Main Tab or its Affiliates may, to the maximum extent

permitted by law charge your Payment Method the Opt-Out Fee if permitted by law or send you an invoice for the Opt-Out Fee, which you agree to pay within 30 days, (y) close your Account and revoke your authorization to use the Website and Services, and/or (z) charge you for all losses and costs (including any and all time of The Main Tab's employees) and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such fees.

12. Warranty

- The Main Tab disclaims all liability in connection with any interactions, correspondences, transactions and other dealings that You have with any third parties, including. Any such interactions, correspondences, transactions, and other dealings are solely between You and the third party (including without limitation issues related to the content of third party advertisements, payments, Services, warranties, which include product warranties, privacy and data security and the like). Under no circumstances will The Main Tab be liable for any loss or damage caused by Your reliance on the information in any Content on this Website. It is Your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through this Website. You are responsible for seeking the advice of legal, financial or other professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other Content.
- YOU ACKNOWLEDGE THAT THE WEBSITE AND ALL SERVICES, TEXT, IMAGES AND OTHER INFORMATION ON OR ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED "AS IS" BY BRANDS AND BOUTIQUES, WHICH IS NOT VERIFIED BY THE MAIN TAB, AND THAT ANY PURCHASE THROUGH THE USE OF THE WEBSITE OR SERVICES IS UNDERTAKEN AT YOUR SOLE RISK AND DISCRETION. THE MAIN TAB AND THE MAIN TAB'S AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INVESTORS, SUPPLIERS, AND LICENSORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY RESULT GENERATED THROUGH THE USE OF THE WEBSITE OR SERVICES. EXCEPT AS SET FORTH IN THIS SECTION, THE MAIN TAB PROVIDES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, NONE OF THE MAIN TAB OR HOPPIN'S AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INVESTORS, SUPPLIERS OR LICENSORS WARRANT THAT: (I) THE INFORMATION AVAILABLE ON THIS WEBSITE OR THROUGH THE SERVICES IS FREE OF ERRORS; (II) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THIS WEBSITE WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS; (III) DEFECTS

WILL BE CORRECTED; OR (IV) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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WITHOUT LIMITING THE FOREGOING, NONE OF THE MAIN TAB OR THE MAIN TAB'S AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INVESTORS, SUPPLIERS OR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR SERVICES, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY SERVICES, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE WEBSITE OR SERVICES.

13. Indemnification

- By using this Website or any of our Services, You agree to indemnify, hold harmless and, at The Main Tab's option, defend The Main Tab from any claims, damages, losses, liabilities and all costs and expenses of defense, including but not limited to attorneys' fees, resulting directly or indirectly from a claim by another User or any third party that arises in connection with Your use of this Website or Services, Your offer, provision or performance of work to or for another User or Your acts or omissions in connection with any arrangement between You and another User.

14. Limitation of Liability

- The Main Tab will make commercially reasonable efforts to secure its Website, understanding, however, that The Main Tab may rely on information provided to it by Users and contained in their Profiles, and that mistakes and security breaches such as hacking can nonetheless occur. User acknowledges and agrees that The Main Tab will bear no liability to User for any matter or claim arising from the foregoing.
- IN NO EVENT SHALL THE MAIN TAB BE LIABLE TO ANY USER OF THIS WEBSITE OR SERVICES OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE WEBSITE OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE MAIN TAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- YOU AGREE AND ACKNOWLEDGE THAT THE MAIN TAB'S TOTAL CUMULATIVE LIABILITY

IN CONNECTION WITH THESE TERMS OF SERVICE, THE WEBSITE, THE CONTENT OR SERVICES OR WORK REQUESTED OR RENDERED BETWEEN BRAND AND BOUTIQUE, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED \$10 IN THE AGGREGATE.

15. Exclusions

- SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- Third-Party Websites, Products, or Services

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In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by The Main Tab of that third party or of any product or service provided by a third party. Likewise, a link to a non-The Main Tab website does not imply that The Main Tab endorses or accepts any responsibility for the content or use of such website. The Main Tab does not endorse, warrant or guarantee any product or service offered by any third party through an online messaging service or link accessible through this Website and will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, You are responsible for exercising appropriate judgment and caution.

16. Termination

- The Main Tab may terminate any User's access to the Website, at The Main Tab's sole discretion, for any reason and at any time, with or without prior notice. It is The Main Tab's policy to terminate Users who violate these Terms of Service, as deemed appropriate at The Main Tab's sole discretion. The Main Tab may terminate Your access to the Website and/or the Services if You do not use Your Account for a lengthy period, as determined by The Main Tab, from time to time in its sole discretion. You agree that The Main Tab is not liable to You or any third party for any termination of Your access to the Website or the Services. You may not be entitled to create a new Account to access the Website if The Main Tab has terminated Your prior Account. The Main Tab may also prohibit certain Users from re-registering with the Website, at The Main Tab's sole discretion.

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You may terminate Your Account at any time on Your Account Settings on the Website. Please note that after deleting Your Account, Your Profile, other User Content and other personal information will no longer be visible to other Users; however, if any User

Content was previously accessed by other Users, we are unable to delete such information from their systems.

- Provided that You deleted Your Account, You may reactivate Your Account by following the process set forth by The Main Tab from time to time, during a time period established by The Main Tab from time to time, following the deletion or deactivation of Your Account. If Your Account may no longer be reactivated, The Main Tab may, in its discretion, permit You to create a new account.

17. Governing Law

- These Terms of Service shall be governed and interpreted pursuant to the laws of the State of New York, United States of America, excluding its conflicts of laws principles. Unless You and we agree otherwise, in the event that Section 20 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 Arbitration Procedures (as defined below) or as a result of a decision by the arbitrator or a court order, You agree that any claim or dispute that has arisen or may arise between You and us must be resolved exclusively by a state or federal court located in the City of New York, except that You or we are permitted (1) to bring small claims actions in state court in the county in which you reside if such court has a small claims procedure; (2) to bring claims for injunctive relief in any court having jurisdiction over the parties; or (3) to seek enforcement of a judgment in any court having jurisdiction over the parties. To the extent permitted by law, You and we agree to waive trial by jury in any court proceeding.

18. Agreement to Arbitrate

- Except if You opt-out or You agree that all disputes between You and The Main Tab (whether or not such dispute involves a third party) arising out of or relating to these Terms of Service, the Website, the Services and/or the Privacy Policy, including the arbitrability of the applicable dispute, shall be finally resolved by arbitration before a single arbitrator conducted in the English language in the City of New York, New York, U.S.A. (or, if You request, and if permitted by the AAA, by teleconference) under the Commercial Arbitration Rules of the American Arbitration Association (AAA), and You and The Main Tab hereby expressly waive trial by jury. You and The Main Tab shall appoint as sole arbitrator a person mutually agreed by You and The Main Tab or, if You and The Main Tab cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration. All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of

competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief, security or other equitable remedies from any court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these Terms of Service or to award punitive damages, including but not limited to pursuant to federal or state statutes permitting multiple or punitive awards.

- You may opt out of this Agreement To Arbitrate. If you do so, neither You nor we can require the other to participate in an arbitration proceeding. To opt out, You must notify us in writing within thirty (30) days of the date that You first became subject to this arbitration provision. The opt-out notice must state that You do not agree to the Agreement To Arbitrate and must include Your name, address, phone number, You're The Main Tab account to which the opt-out applies and a clear statement that You want to opt out of this Agreement To Arbitrate. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Agreement To Arbitrate.

- Any claims brought by You or The Main Tab must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither You nor The Main Tab will participate in a class action or class-wide arbitration for any claims covered by these Terms of Service. You hereby waive any and all rights to bring any claims related to these Terms of Service and Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on Your own behalf.

- This Arbitration section will survive the termination of Your relationship with The Main Tab.

- **Survival**

- In addition to accrued obligations, the following sections will survive the termination or expiration of these Terms of Service: Sections 5 (Fees), 7(a) (Website Content), 7(b) (User Content), 9 (Confidentiality), 12 (Release), 13 (Disclaimer of Warranty), 14 (Indemnification), 15 (Limitation of Liability), 16 (Exclusions), 18(d) (Survival), 19 (Governing Law), 20 (Agreement to Arbitrate) and 21 (Miscellaneous).

19. Miscellaneous

- **19.1. Jurisdictional Issues**

- The Main Tab makes no representations that information on this Website or through the Services is appropriate or available for use outside the United States. If You choose to access this Website or the Services from outside the United States, You do so on Your own initiative and at Your own risk and You agree and acknowledge that You are responsible for complying with all applicable United States laws as well as Your local laws and regulations. If You transact business through this Website or the Services with a party that is located outside the United States, You agree and acknowledge that You do so voluntarily, that You are responsible for complying with all applicable United States laws as well as any local laws and regulations that may impact Your transaction and You understand that The Main Tab disclaims all responsibility related to such transaction.

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Severability

- If any part of these Terms of Service is held to be unlawful, void or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

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Entire Agreement

- These Terms of Service constitute the entire agreement between, or, as appropriate, among, the Parties relating to the subject matter herein. The Main Tab may, at its sole discretion, revise these Terms of Service at any time by updating this posting and providing reasonable notice to You.

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These Terms of Service constitute the entire agreement between, or, as appropriate, among, the Parties relating to the subject matter herein. The Main Tab may, at its sole discretion, revise these Terms of Service at any time by updating this posting and providing reasonable notice to You. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that The Main Tab may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of The Main Tab, and you do not have any authority of any kind to bind The Main Tab in any respect whatsoever.

Additional Information

If You have any questions about these Terms of Service or our Website or Services, please contact us at info@themaintab.com