

MUMU MANDARIN

Terms of Service Agreement

Mumu Mandarin ("Company", "we", "us", or "our") is a logistics and technology company dedicated to providing its customer-base with a unique shopping experience in both online and in-store settings alike. Our unique, proprietary platform allows customers to access the latest in clothing and accessories from the world's top fashion designers, and the latest up-and-coming brands, for less.

The following Terms of Service (the "Terms") form a binding agreement between you and us, and govern your access and use of the website located at www.mumumandarin.com (the "Site"), our mobile application(s) entitled "Mumu Mandarin" (the "App"), the services offered through the Site and App, and any orders that you place whether online or in-store (collectively, the "Services").

Please read these Terms carefully before creating an account, ordering a shipment (a "Rental"), purchasing Products (Products include but are not limited to all products and accessories available at www.mumumandarin.com, special or custom orders, and Services offered by the Company), using the Services, or otherwise indicating your consent to these Terms. You agree to be bound by these Terms and you represent and warrant that (1) you have read, understand, and agree to be bound by these Terms, (2) you are of legal age to form a binding contract with us, and (3) you have the authority to enter into the Terms (on behalf of yourself or the entity that you represent). If you do not wish to be bound by these Terms of Service, you may not access or use the Services, or order or purchase any Products.

These Terms include a class action waiver and require binding arbitration on an individual basis to resolve disputes, rather than jury trials. By accepting these Terms, you are agreeing to the arbitration agreement and class action waiver contained in Section 13 hereinbelow.

These Terms of Service are subject to occasional revisions. We will notify you of any changes to our Terms by posting the new Terms here: www.mumumandarin.com/terms and updating the "Last Updated" date below. At our discretion, we may also notify you of certain changes by sending you an email to the email address associated with your account. You are responsible for providing us with your current e-mail address at the time of account creation, and you agree to update your information by modifying the information when logged in to your Account. For existing users of the Services, any changes to these Terms will be effective thirty (30) calendar days following our posting of the changes on our Services. These changes will be effective immediately for new users of the Services. Continued use of the Services, including renting Products from us, following such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Please regularly check www.mumumandarin.com/terms to view the then-current Terms.

1. ABOUT THE SERVICES

A. INTRODUCTION

Through the Services, we aim to give you access to beautiful designer clothing and accessories, stylist advice and other content to help you decide which items are perfect for you.

B. MOBILE CHARGES

To the extent you access the Services through a mobile or wireless device, your carrier's standard charges, data rates, and other fees may apply.

C. ELIGIBILITY

Children under the age of 13 may not use the Services and parents or legal guardians may not agree to these Terms on their behalf. Children under 18 years of age but at least 13 years of age may use the Site and App under the supervision of parents or legal guardians who agree to be bound by these Terms on their behalf, but such children may not rent or purchase any Products via the Services. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child between the ages of 13 and 18, you are fully responsible for his or her use of the Services and the rental or purchase of any Products, including all legal liability he or she may incur.

2. USERS AND ACCOUNTS

A. TYPES OF USERS

You may simply browse the Site or App as a visitor ("**Non-Member**") and create an account ("**Account**"). Non-members cannot rent clothing from any other designers except Nasser and Dell'omo. To become a Member ("**Member**"), you must subscribe at a monthly fee of \$30 and maintain active membership for at least 3 months. Membership is invitation-only and granted at the discretion of Mumu Mandarin. Both Members and Non-members are required to purchase credits to rent clothing from Mumu Mandarin.

B. ACCOUNTS

To become a Member, you must provide your name, email address, other registration information, and select a password ("**Account Information**"), which you should not share with any third parties. Alternatively, you can create an account and become a Member using your valid social networking service ("**SNS**") account, by entering your SNS credentials and connecting to the Services. In becoming a Member, you represent and warrant that: (a) all required Account Information you submit is truthful and accurate, and (b) you will maintain the accuracy of such Account Information. We will also ask you for additional information such as height, weight, age and bust to establish

your size and fit. In order for the Services to work best for you, please keep your size and fit profile up to date.

Please also keep your Account Information confidential. If someone accesses our Services using your Account Information, we will rely on that Account Information and will assume that it is really you or someone you have authorized who is accessing the Services. You are solely responsible for any and all use of your Account Information and all activities (including orders placed through the Services) that occur under or in connection with your Account. We reserve the right to take whatever action we deem necessary to preserve the security of the Services and your Account, including without limitation terminating your Account, changing your password, or requesting additional information to authorize transactions on your Account. You agree to be responsible for any act or omission of any users that access the Services under your Account. You may not use anyone else's Account at any time without the permission of the Account holder. Please notify us immediately if you become aware of your Account Information being used without authorization. You agree not to register for more than one Account, register for an Account on behalf of an individual other than yourself without such individual's authorization, or register for an Account on behalf of any group or entity. You must be at least 18 years old to be a Member. If we later discover or suspect that a person under 18 years old has requested a rental, we reserve the right to take steps to cancel that request.

We may create interfaces that allow you to connect with SNS's such as Facebook through the Services. By connecting your SNS account to the Services, you represent that you are entitled to grant us access to your SNS account without breach by you of any SNS terms and conditions and without obligating us to pay any fees. By granting us access to your SNS account, you understand that we may access, make available, and store any information, content, or other materials that you have provided to or stored in your SNS account ("**SNS Content**") accessible through the Services so that it is available on your Account. Unless otherwise specified in the Terms of Service, all SNS Content will be deemed "Your Content" for all purposes of the Terms. Depending on the SNS account you choose and subject to the privacy settings that you have set in such SNS account, personally identifiable information that you post to your SNS account may be available on and through your Account on the Services. Please note that if an SNS account or associated service becomes unavailable or the Services' access to such SNS account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Services and you may have difficulty accessing the Services. You can revoke our access to any SNS at any time by disconnecting your SNS account via your Account. Please note that your relationship with each SNS is governed solely by your agreement(s) with such SNS, and we disclaim any liability for personally identifiable information that may be provided to us by an SNS in violation of the privacy settings that you have set in the SNS. We make no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and we are not responsible for any SNS Content.

3. RENTAL AND SALE OF PRODUCTS

A. GENERAL CONDITIONS

The Services include the rental and sale of Products. This Section 2(A) sets out terms and conditions that apply to your rental or purchase of any Product.

18 Years or Older. Products may be rented or purchased for use by individuals under 18 years of age subject to Section 1(C) hereinabove, but we rent and sell only to adults, who may rent or purchase the Products with a payment card or other approved payment method. By clicking agreeing to these Terms, you represent that you are 18 years or older and that you are authorized to use the chosen payment method (including, without limitation, credit cards) for the purpose of renting or purchasing the Products as described in these Terms.

Limits. You acknowledge and agree that we may place limits on the rental or purchase of Products, including but not limited to restricting orders placed under a single customer account, payment card or billing or shipping address. We reserve the right to limit, cancel, or prohibit any rentals or sales of Products for any reason in our sole discretion, including but not limited to availability and geographic concerns.

Delivery. All deliveries outside of Houston, Texas will be through Mumu Mandarin's shipping partners, which may change from time to time at Mumu Mandarin's discretion. The shipping method used will be at the discretion of Mumu Mandarin.

Collections. If you do not pay the amounts you owe to Mumu Mandarin when due, then Mumu Mandarin will need to institute collection procedures. You agree to pay Mumu Mandarin's costs of collection, including without limitation reasonable attorneys' fees.

Communications. You consent to receive communications from us, including email, text messages, calls, and push notifications, including for the purposes of notifying you about the status of your order, sending you reminders, facilitating secondary authentication, and providing other information. We may contact you by telephone calls or text messages, including by an automatic telephone dialing system, at any of the telephone numbers provided by you. Standard message and data rates charged by your mobile carrier may apply to the text messages we send you. You may opt out of receiving communications by following the unsubscribe procedures we provide to you. In the case of text messages, you may opt out by replying "STOP" to a text message you receive from us or by emailing support@mumumandarin.com. You acknowledge that opting out of receiving communications may impact your use of the Services.

B. REFERRAL CREDITS

As a Member, by referring others to Mumu Mandarin you may participate in the Mumu Mandarin Referral Program (the "**Program**"). If you are accepted into the Program, you will receive a referral credit toward future purchases (a "**Referral Credit**") when you make a Qualifying Referral. In order to receive a Referral Credit, each of the following

requirements must be met (collectively, a "**Qualifying Referral**"): (i) you must send a referral link that is unique to you to your contact; (ii) you must disclose your relationship with Mumu Mandarin (e.g., "if you place an order, I'll get a credit"); (iii) the referred person must register for the Services after directly clicking the unique link, (iv) the referred person must, within a reasonable period of time, order and pay a Rental Fee, and (v) you must be a Member of the Services. Purchases using Mumu Mandarin Gift Cards are not Qualifying Referrals.

The amount of the Referral Credit will be the amount specified on our Referral Program FAQ page available at: <https://www.mumumandarin.com/client/referrals> at the time the referred friend orders and pays the Rental Fee for a rental. You may be required to pay taxes, and we may be required to withhold taxes, on the value of redeemed Referral Credits if the value exceeds certain thresholds. Referral Credits will be reflected in your Account in a commercially reasonable amount of time after the Qualifying Referral has been completed. In any event, the maximum amount of Referral Credits that you can receive in any calendar year is \$599.

Restrictions. Referral Credits can be accrued solely by you and you may not earn Referral Credits by:

- permitting another individual to use your Account
- creating multiple Accounts
- posting your unique referral link on any public forum or coupon site or
- upon notice, any other restriction we impose on participants in the Program

You may not earn Referral Credits under the Program in the same calendar year that you receive payments from a Mumu Mandarin affiliate marketing partner.

By acquiring Referral Credits, you agree and acknowledge that Mumu Mandarin is granting you a limited, revocable license to a digital item, and that Referral Credits are not your personal property. You may not obtain any cash or money in exchange for Referral Credits. Except as explicitly provided herein, Referral Credits are non-transferable. You are responsible for notifying Mumu Mandarin if you believe the number of Referral Credits in your Account is incorrect.

We reserve the right to modify, suspend, or terminate the Program and to void any Referral Credits upon notice to you subject to Section 7 hereinbelow . We may provide such notice in any way compliant with applicable law including via email to the last email address you provided to us, or by amending these terms or posting a change to the Program on our Referral Program FAQ page. All Referral Credits are voided immediately upon termination of this Agreement.

C. RENTALS

The following additional conditions apply to the rental of any Product.

Rental Fee. The rental fee (“Rental Fee”) for the Product will be based on the total number of credits required, any insurance charges and delivery charges listed on the Site, App, or communicated in-person in-store for your rental of the Product. The value of one rental credit is equal to \$30 USD. When you place your rental order for a Product, you hereby authorize Mumu Mandarin to charge your payment card for the Rental Fee. Mumu Mandarin will charge your payment card the amount of the Rental Fee immediately upon your rental order. A reservation of a Product on the Site, App, or in-store is an order for the rental of that Product, regardless of how far in advance that Product is reserved. **In addition, at the time of your rental order for a Product, you hereby authorize Mumu Mandarin to charge your payment card for an amount equal to 100% of the original retail value of the Product (when new) set forth on the Site, App, or pricelist (“Retail Value”) plus applicable sales taxes; provided that Mumu Mandarin will only charge your payment card for an amount greater than the Rental Fee as described below.** Rental Fees exclude all federal, state and local taxes, GST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by you directly, or if paid by Mumu Mandarin, shall be paid by you to Mumu Mandarin in connection with your rental order.

Rental Period. Products may be rented for four days before it must be returned to Mumu Mandarin. Products returned late will be subject to a daily late charge of \$25 until the Product is returned. If the delay in returning a Product impacts another order, the client will be subject to an additional \$100 surcharge.

Cancellation Policy. You may cancel your rental order subject to the following cancellation fees and policies:

- i. If you cancel fourteen (14) in advance of the delivery date, you will be refunded the amount of credit(s) that required for the rental minus return shipping costs. Said credits will be returned to your Mumu Mandarin account and will be available for a future rental.

Return Packaging. With delivery of the Product(s), Mumu Mandarin will provide you with a pre-paid, pre-addressed Mumu Mandarin box or mailing envelope (as the case may be) as well as instructions for your use in returning the Products to Mumu Mandarin (“Return Packaging”). The Mumu Mandarin hanger and garment cover are not yours to keep. If the Mumu Mandarin hanger and garment bag are not returned, you will be charged a \$5 fee for the hanger and a \$10 fee for the garment cover. Clients will be required to return the package at their own cost if the return packaging is lost.

Receipt of the Products. Upon pick-up and/or delivery, you bear responsibility for the Product(s). You agree to bear responsibility for receipt of Products shipped to the location specified at time of check out. You acknowledge that a Secure Shipping Address is highly recommended. A “secure shipping address ” means a location where an individual can physically receive Product(s). In the event that an un-secure shipping address is provided, Mumu Mandarin does not bear liability for Products left unattended. Furthermore, you acknowledge that providing anything other than a Secure Shipping Address may result in delivery delays and additional delivery fees for which Mumu

Mandarin will not be liable. You will be liable for all such delays, delivery fees, and additional costs arising out of the loss or damage of unattended Products.

Return of Products: Bad Fit. Our collaboration with “Rakuten Fits Me,” allows us to use a sizing algorithm to make sure we get you the right fit. Upon selection of applicable Products (e.g. clothing, dresses), we recommend using the “Fits Me” to determine what size is appropriate for you. If it is determined that the clothing does not fit the person it is intended for, you will be able to contact customer service and return the item to Mumu Mandarin within twenty-four (24) hours after the clothing is delivered to you. You will be limited to two returns within any given year. Any rental credits used for such applicable Products will be refunded to your Mumu Mandarin account, minus any return shipping costs, and said credits can be used on a future rental.

Return of the Products: Extensions. You agree to return the Products to Mumu Mandarin in the Return Packaging on or before the return date for the Products that are identified in the invoice for your order. You may extend your order for a Product on the Site, App or by phone to Mumu Mandarin; provided that any extensions are subject to other orders for that Product and to pre-payment of the additional Rental Fee applicable to that Product for the period of time of the extension. You must return the Product by delivering the Product in the Return Packaging to a UPS store located in the United States by 12 p.m. on or before the date that the Product is due. We are not responsible for any personal or other items left in the Products or which are returned to Mumu Mandarin in the Return Packaging. If you believe you have accidentally or otherwise sent us any such items, please contact customer service as soon as possible at support@mumumandarin.com. Our staff may assist in attempting to locate such items at a customer’s request but are not obligated to and assume no liability for doing so.

Lost Return Packaging. If you lose the Return Packaging, you will be responsible for returning the item at your own expense by the expected return date and providing Mumu Mandarin with a tracking number. Also, if you lose or fail to return the Mumu Mandarin hanger and garment bag, you will be charged a \$5 and \$10 fee per the respective items. If you still possess the Mumu Mandarin hanger and garment bag, it is yours to keep, though on an “AS IS” basis without warranty of any kind. For the avoidance of doubt, the limitations of this clause shall not apply to the Rental Fee, which is charged separately from, and in addition to, any other charges payable by you pursuant to this Section 3(C).

Correct Products. Subject to availability, we will deliver the Products you ordered, including the specified size, color, and design, on or before the delivery date for which you ordered them, except in the rare event that the Product is damaged beyond repair or there is an occurrence subsequent to the placing of the order that prevents timely delivery. In such event, we will use reasonable efforts to notify you that the Product has been delayed or is unavailable. If we are able to reach you, you will be entitled to choose any available rental Product to replace the unavailable Product. If we are unable to reach you, you acknowledge and agree that we may send you a replacement product of the same or greater value determined at the discretion of the Company. Products may appear different in color and style than as displayed in the Company’s marketing or advertising campaigns, on the Site, App, or if seen worn on another Member.

Clean and Ready to Wear. The Products will be professionally cleaned and delivered ready to wear. Mumu Mandarin professionally cleans and inspects each Product with the utmost care, but use of the Product is at your own risk and Mumu Mandarin shall not be held liable for any loss or injury arising out of, or related to, the Product(s) including but not limited to health-related complaints associated with any Product(s).

Return of Damaged Clothing. We recognize that minor stains or a few beads falling off the garment will sometimes happen. However, if a clothing item is returned to Mumu Mandarin in a damaged condition that is beyond repair as determined by the Company, you agree to being charged 100% of the full retail value listed on the site plus a 20% restocking fee.

D. DELAYS

There may be delays, omissions, or inaccuracies in the Services, including the Mumu Mandarin Content. The Service may become unavailable due to maintenance or malfunction of computer equipment or other reasons. Mumu Mandarin will make effort to to correct issues as soon as reasonably possible once discovered.

4. TERMINATION

A. TERMINATION BY YOU

You may deactivate your account and discontinue your use of the Services at any time. In order to deactivate your account, please contact us at support@mumumandarin.com. You must allow 30 days for your billing cycle to complete before your account is actually terminated. You understand that your content may continue to exist and be used on or through the Service even after such deactivation.

B. TERMINATION BY MUMU MANDARIN

Any violation of these Terms may result in suspension or termination of your access to the Services and/or removal of Your Content (as described in Section 2(B) hereinabove). The Company may also terminate your account if it determines that your conduct poses a risk or liability to Mumu Mandarin, or for any other reason as determined by Mumu Mandarin in its sole discretion.

C. EFFECTS OF TERMINATION

In each of these cases, the Terms will terminate, including your license to use the Services, except that the following sections will survive termination and shall continue to apply: Collections, Rental Fee, Return of the Products, Return Packaging, DTPA Waiver, Disclaimers, and Lost Return Packaging, as well as the mandatory arbitration and class-action waiver provisions.

5. OWNERSHIP OF INTELLECTUAL PROPERTY

You understand and acknowledge that the software, code, and proprietary methods and systems used to provide the Services ("**Our Technology**"), and the materials, information, and content made available or displayed by us through the Services (collectively, "**Our Content**") are: (a) owned by the Company or the vendors from whom the Company has made purchases; and (b) may be subject to intellectual property and proprietary rights and laws. Neither Our Content nor Our Technology may be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of any vendors or brands that we resell or rent. Subject to these Terms, we grant you a non-transferable, non-exclusive, revocable, limited license to use and access, solely for your own personal, noncommercial use (a) the App on any compatible device that you own or control, (b) the Site, and (c) the other aspects of the Services. You must abide by all notices, information, or restrictions contained in or attached to any of Our Content or Our Technology and you may not remove or alter any such notice, information, or restriction. Nothing in these Terms grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Services according to these Terms. Furthermore, except for the limited license above, nothing in these Terms will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology or Our Content. Certain names, logos, and other materials displayed on Products or under Services may constitute trademarks, tradenames, service marks or logos ("**Marks**") of Mumu Mandarin or other entities. Ownership of all such Marks and the goodwill associated with such Marks remains with us or those other entities. You are not authorized to copy, modify, or otherwise use our Marks or the Marks of other entities without express written consent from us or such entity. Any use of third-party software provided in connection with the Services will be governed by such third parties' licenses and not by these Terms. Mumu Mandarin maintains ownership of the specific Products offered for rent via its proprietary platform. Designer and brand names offered for rent are for that exact product only as each product has been purchased in limited quantity from the entities advertised. Mumu Mandarin does not represent any affiliation or partnership with any other entity. Products offered by Mumu Mandarin may vary from its original (e.g. if the same or similar product were purchased directly from the original manufacturer/designer) in order to enhance durability and comfort..

6. RIGHT TO SUSPEND

Mumu Mandarin reserves the right, in its discretion, to suspend your Account, your use of the Services or the sending of Products at any time at our discretion including, as necessary to protect the security or operation of the Services.

7. MODIFICATIONS TO THE SITE OR SERVICES

We reserve the right to modify or discontinue the Services with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Services. If you object to any such changes, your sole recourse will be to cease access to the Services. Continued access to the Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified. You

agree that we, in our sole discretion, may immediately terminate your access to the Services at any time, for any reason, in our sole discretion. You agree that we will not be liable to you or any other party for any termination of your access to the Services.

8. PRIVACY

We know that your privacy is important. For this reason, we have created a privacy policy www.mumumandarin.com/privacy that describes our collection, use and disclosure practices regarding any personal information that you provide to us. Please visit our privacy policy to learn more about how we collect, use, and disclose the information that you provide to us, or we otherwise learn about you, through your use of the Services, including how we market our services.

9. THIRD-PARTY CONTENT AND OTHER WEBSITES

Content from other users, suppliers, advertisers, and other third parties may be made available to you through the Services. Because we do not control such content, you agree that we are not responsible for any such content. We do not make any guarantees about the accuracy, currency, suitability, or quality of the information in such content, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other Users, advertisers, or other third parties or violation of any first-party or third-party rights related to such content. The Services may contain links to websites not operated by us, including without limitation the websites of the brands we include in our Products. We are not responsible for the content, products, materials, or practices (including privacy practices) of such websites. We provide these links for your convenience only, and we do not control such websites. Our inclusion of links to such websites does not imply any endorsement of the materials on such third-party websites or any association with their operators. The Services may also contain links to websites that are operated by us, but which operate under different Terms of Service. It is your responsibility to review the privacy policies and terms of use of any other website you visit. You agree that in no event will we be liable to you in connection with any websites, content, products, materials, or practices of any third party. The Company is neither an affiliate nor a partner of any of the Products listed on the Site.

10. DISCLAIMER OF WARRANTIES

The Services and all content, products and services included on or otherwise made available to you through the Services are provided by Mumu Mandarin "with all faults" and on an "as is" and "as available" basis. Mumu Mandarin makes no representations or warranties of any kind, whether express or implied, as to the operation of the Services or any content, products, or services included on, or otherwise made available to you by the Company or through its Services, unless otherwise specified in writing, including, but not limited to, any warranties of merchantability, fitness for a particular use or purpose, non-infringement, quiet enjoyment, and accuracy. You expressly agree that your use of the Services and products purchased through the services is at your sole risk.

We make no warranty that the Products or Services will meet your requirements, or that the Services will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Products, or Services, or that defects in the Products, or Services will be corrected. We specifically disclaim any liability associated with the use of the Products (e.g., rashes that may develop from wearing the Products or dyes that bleed from the Products onto other items) and you agree that you will not sue Mumu Mandarin for any claim arising out of, or related to, any Product(s) purchased through the Services. You understand and agree that you will be solely responsible for any damage to your computer or loss of data that results from the download of any material and/or Our Content. No advice or information, whether oral or written, obtained by you from us through the Services, or otherwise will create any warranty, representation, or guarantee not expressly stated in these Terms of Service.

Some states do not allow exclusion of implied warranties, so these exclusions may not apply in individual cases. You may have additional rights that vary from state to state. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty, the scope and duration of such warranty will be the maximum permitted under such applicable law.

11. LIMITATION OF LIABILITY

You acknowledge and agree that we are only willing to collect payment, facilitate the fulfillment of orders, and provide access to the Services if you agree to certain limitations of our liability to you and to third parties. You understand that to the extent permitted under applicable law, in no event will we or our officers, employees, directors, parents, subsidiaries, affiliates, agents, or licensors be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to, personal injury, damages for loss of revenues, profits, goodwill, use, data, lost opportunities, or business interruptions or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy), arising out of or related to your use of or access to, or the inability to use or to access, the Services, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute, or otherwise. We will not be liable for any damages arising from the products or for any information appearing on any other site linked to our Services. If you are dissatisfied with any portion of the Services, your sole and exclusive remedy is to discontinue use of the Services. Our total liability to you for all claims arising from or related to the Services is limited, in aggregate, to the greater of (i) the total amount of your orders in the three (3) months prior to the date of the event giving rise to our liability, or (ii) fifty dollars (U.S. \$50.00).

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 and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Without limiting the foregoing, under no circumstances will we, or entities from whom we have purchased our Products, be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including,

without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

12. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Mumu Mandarin, our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from: (i) your use of the Products or Services (except to the extent prohibited by law); (ii) your violation of these Terms of Service; (iii) your violation of any rights of any other person or entity; (iv) any content, information or materials you upload to the Services; or (v) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by you into the Services.

13. ARBITRATION AGREEMENT; CLASS ACTION WAIVER; WAIVER OF TRIAL BY JURY

Please read this Section ("Arbitration Agreement") carefully. It is part of your contract with us and affects your rights. It contains procedures for mandatory binding arbitration and a class action waiver.

A. INFORMAL PROCESS FIRST

Both you and Mumu Mandarin agree that in the event of any dispute, you and Mumu Mandarin will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution.

B. APPLICABILITY OF ARBITRATION AGREEMENT

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

C. NOTICE REQUIREMENT AND INFORMAL DISPUTE RESOLUTION

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or

dispute, and the requested relief. A Notice to us should be sent to: Mumu Mandarin Legal Dept., 10702 Memorial Cove, Houston, TX 77024. After the Notice is received, the parties may attempt to resolve the claim or dispute informally. If the parties do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled. Arbitration Rules. Arbitration will be initiated through the American Arbitration Association ("**AAA**"), an established alternative dispute resolution provider ("**ADR Provider**") that offers arbitration as set forth in this Section. If AAA is not available to arbitrate, the parties will agree to select an alternative ADR Provider. The rules of the ADR Provider will govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms of Service. The AAA Consumer Arbitration Rules ("**Arbitration Rules**") governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S. the arbitrator will give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that we made to you prior to the initiation of arbitration, we will pay you the greater of the award or \$2,500.00. Each party will bear its own costs (including attorneys' fees) and disbursements arising out of the arbitration and will pay an equal share of the fees and costs of the ADR Provider.

D. ADDITIONAL RULES FOR NON-APPEARANCE BASED ARBITRATION

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

E. TIME LIMITS

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

F. AUTHORITY OF ARBITRATOR

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

G. WAIVER OF JURY TRIAL

The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically subject only to very limited review by a court. In the event any litigation should arise between the parties in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, the parties waive all rights to a jury trial, instead electing that the dispute be resolved by a judge.

H. WAIVER OF CLASS OR CONSOLIDATED ACTIONS

All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

I. CONFIDENTIALITY

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

J. SEVERABILITY

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

K. RIGHT TO WAIVE

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

L. SURVIVAL

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

M. SMALL CLAIMS COURT

Notwithstanding the foregoing, either party may bring an individual action in small claims court.

N. EMERGENCY EQUITABLE RELIEF

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

O. CLAIMS NOT SUBJECT TO ARBITRATION

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

P. COURTS

In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit exclusively to the personal jurisdiction of the courts located within Houston, Harris County, Texas for such purpose.

14. SURVIVAL

Even after your rights under these Terms of Service are terminated, all provisions of these Terms of Service which by their nature should survive, will survive, including, without limitation, ownership provisions, disclaimer of warranties, no reliance, indemnification obligations, and limitations of liability.

15. NOTICE: VIOLATIONS

We may give notice to you by email, a posting on the Services, or other reasonable means. You must give notice to us in writing via email to support@mumumandarin.com or as otherwise expressly provided. Please report any violations of these Terms of Service to support@mumumandarin.com.

16. GOVERNING LAW

Governing Law and Venue. The Mumu Mandarin Unlimited Refer a Friend program will be governed and interpreted pursuant to the laws of the State of Texas, notwithstanding any principles of conflicts of law. Any disputes in connection with these Terms, that notwithstanding the mandatory arbitration provision we have agreed to above, results in court action shall be resolved exclusively by a state or federal court located in Harris County, Texas, and you specifically consent to the personal jurisdiction of such courts and waive any claim of forum non conveniens.

You and Mumu Mandarin agree that the Mandatory Arbitration and Class-Action Waiver provisions set forth in Paragraph 13 above apply to the Mumu Mandarin Unlimited Refer a Friend program and are incorporated into this paragraph by reference as if fully set forth herein.

17. DTPA WAIVER

You hereby agree to waiving the provisions of Chapter 17, Subchapter E, Sections 17.41 et seq. of the Texas Business and Commerce Code, generally known as the Deceptive Trade Practices-Consumer Protection Act. It is the intent of You and Us that the rights and remedies with respect to this transaction shall be governed by legal principles other than the Texas Deceptive Trade Practices-Consumer Protection Act. The waiver set forth herein shall expressly survive the termination of the referenced transaction and is expressly acknowledged by you. In this regard, you confirm to the Company, that you are not in a significantly disparate bargaining position, that you have knowledge and experience in such transactions that enable you to evaluate merits and risks of Renting the Products we are offering. We strongly suggest that you consult with an attorney to fully understand the Terms that you are agreeing to and before doing business with the Company. If you opt not to seek counsel before transacting with the Company or obtaining Membership, you are doing so by choice and warrant and represent that you fully and completely understand our Terms.

18. NO RELIANCE

You expressly warrant and represent that no promise, statement, representation or agreement which is not herein expressed has been made to you in connection with the Products, Services, Membership, or these Terms. You further warrant and represent that you, in agreeing to the Terms are (i) relying upon you own judgment and (ii) not relying upon any promise, statement, representation or agreement of Mumu Mandarin, agent(s) of Mumu Mandarin, or any of its vendors. You understand that Mumu Mandarin is relying upon your representation in this paragraph by agreeing to the Terms with Mumu Mandarin as described herein.

These terms and conditions are effective as of March 27, 2018.

CONTACT INFORMATION:

Mumu Mandarin
10702 Memorial Cove
Houston, TX 77024
support@mumumandarin.com
Phone: (832) 788-8212

