

Blu Terms of Use

Effective Date: January 1, 2022

Welcome to Blu's ("Blu," "us," "we," or "our") website (www.blu.com) which is owned, operated and controlled by ITG Brands, LLC ("ITGB"). These Terms of Use (the "Terms") govern your use of our websites and other online services (including www.blu.com) (together, the "Service"). By accessing and using the Service in any manner, you acknowledge and agree to be bound by the version of these Terms in place at the time you use our Service as well as our [Privacy Policy](#).

If you do not agree to these Terms or if you do not agree with our Privacy Policy, please do not use our Service. Any use of our Service that is inconsistent with these Terms is deemed unauthorized access.

ADDITIONAL TERMS

In some instances, additional or different terms posted on the Service may apply to your use of certain parts of the Service (individually and collectively "Additional Terms"). For example, we have Additional Terms for our Rewards Programs. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control as to the portion of the Service to which they are directed unless the Additional Terms expressly state otherwise.

MODIFICATION OF THESE TERMS

We reserve the right to make changes to these Terms at any time, and will post an updated version here. Please check back from time to time to ensure you are aware of any updates or changes to these Terms. Any new Terms or Additional Terms will be effective as of the time that we post them. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or additional terms by discontinuing use of the Service.

LIMITED RIGHT TO USE

In exchange for your agreement to these Terms and payment of any applicable fees, Blu grants you a limited, non-exclusive, personal, revocable right and license to download, access, and use the functionality of our Service. The rights to download and use the Service are licensed to you and are not being sold to you. You have no rights in the Service other than to use them in accordance with these Terms. We reserve the right to terminate your access to our Service at any time and for any or no reason. You may not remove or alter any notices found on our Service, distribute, make derivative works of, reverse engineer, decompile, or disassemble the Service. You may not access the Service for the purpose of building a similar or competitive service, website, or app. You may not use any web crawler, robot, spider, or other automated method to retrieve, data mine, scrape or otherwise gather information or content available through the Service.

PERSONAL AND NON-COMMERCIAL USE

Your use of our Service is limited to personal and non-commercial use. You may display and download a single copy of our Service onto your personal device solely for your own personal, non-commercial use. Otherwise, you may not copy, reproduce, print, distribute, transmit, display, perform, publish, license, modify, translate, adapt, create derivative works from, transfer, sell or otherwise exploit the Service, or any content, products or services obtained through the Service.

ELIGIBILITY TO USE OUR SERVICE

You must be 21 years-of-age to access or use our Service or to create an account with us. You represent and warrant that (1) you are not a citizen of or located in a country or region that is targeted for comprehensive trade sanctions by the U.S. Government, (2) you will not access or use our Service from such a country or region, and (3) you are not designated on the U.S. Treasury's Specially Designated Nationals or Blocked Persons List or otherwise a person who is barred from doing business with U.S. persons or from receiving exports of goods or Service from the U.S.

Upon acceptance of any account registration, Blu will provide you with a limited, revocable, non-exclusive license to use the user ID provided to you by Blu and the password provided to you or that you select for your account. If you register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your device and for all activity under your account. You must immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security, but you will remain responsible for any unauthorized use thereafter. You agree not to sell, transfer, or assign your account or any account rights. Your account may be terminated if you or anyone else uses it in violation of this Agreement, any Additional Terms, or any Blu usage policies that may be posted on the Service, which policies are hereby made part of this Agreement. Blu may deactivate accounts that are inactive and reject any application for a Blu account for any reason.

USING OUR SERVICE

You may not use the Service in any manner that could disable, overburden, or impair any Blu server, or interfere with any other person's use and enjoyment of the Service, other computer systems or networks connected to any Blu server or to the Service, through hacking, password mining or any other means. You agree that you will not use the Service to send unsolicited advertising, promotional material, or other forms of solicitation to other users, except in specified areas, if any, that are specifically designated for such a purpose. You may use our Service only as permitted by law, including local, state, federal or international laws or regulations. We may suspend or stop providing our Service to you if you do not comply with our terms or policies or if we are investigating suspected misconduct. Access to the Service may be denied or limited by Blu, or be unavailable, interrupted and/or discontinued from time to time due to system difficulties or otherwise, or at Blu's discretion, and Blu shall have no liability for such occurrences.

INTELLECTUAL PROPERTY RIGHTS

You agree and acknowledge that Blu owns all rights, title and interest in the Service, as well as all text, content, graphics, interfaces, code and materials, the look and feel, selection and arrangement, design and organization of the Service, and the compilation of the content, code, data and materials on the Service, including all intellectual property and proprietary rights. The Service is protected by copyright, trademark, trade dress, patent and/or other

Intellectual Property and unfair competition laws of the United States and other countries. Any unauthorized use of material on the Service may violate such laws. No links may be established to any part of the Service and no information on the Service may be framed without our prior written approval. The trademarks, logos and service marks used and displayed on the Service (collectively, the “**Marks**”) are registered and unregistered trademarks of, and owned by, Blu or other owners that have granted Blu the right and license to use such Marks. For clarity, there may be instances where trademark symbols are omitted for creative reasons, which does not impact the validity or enforceability of these Marks. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit the Marks or any of the content of our Service, in whole or in part. No copying, redistribution, retransmission, publication or commercial exploitation of the Marks or other material without the express written permission of Blu or the copyright owner is permitted.

CONTENT YOU SUBMIT

You grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, modify, publicly perform, transmit, publish, broadcast, translate, make derivative works of, import and export, and otherwise use and exploit in any manner whatsoever, all or any portion of any material or information you post or submit to us (on or via the Service, or by means other than the Service, including without limitation via our social media pages and accounts such as Facebook, Twitter, and LinkedIn) (“**Submissions**”), and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, all without any obligation to you.

You agree to allow us to use your Submissions without any reference or attribution to you. You also irrevocably consent to our use and association of your name (and, if part of a Submission, your likeness) in connection with your Submissions and derivative works thereof, at our sole discretion. Except where specifically prohibited by applicable law, you hereby waive any moral rights (including attribution and integrity) that you may have in any Submissions, even if a Submission is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this section. In addition, we and our successors, assigns and licensees retain all of the rights held by members of the general public with regard to your Submissions. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future Intellectual Property rights relating to your Submissions.

You represent and warrant that you: (i) have the right to transmit, distribute, replicate, and post any Submission you submit, (ii) you are the copyright owner or have the copyright owner’s permission required to grant the rights to the Submission described in these Terms, (iii) you hold the rights necessary to grant the licenses described herein, (iv) you have obtained the express consent of each person, if any, depicted in the Submission, (v) if any people pictured or mentioned are minors, you have obtained the express permission of their parents/guardians to have their image and/or name used by us, and (vi) your Submission, and our use of that Submission as permitted under these Terms, do not and will not violate, misappropriate or infringe any intellectual property rights, publicity rights or other proprietary rights of any third party.

SERVICE AND CONTENT USE RESTRICTIONS

You agree that you will not: (i) use the Service for any commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Blu intellectual property; (iii) engage in any activities through or in connection with the Service that seek or attempt to or do harm to any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Blu; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service by any means whatsoever or modify any Service source or object code or any software or other products, Service, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user’s access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Blu, or other users of the Service; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Service or any feature that restricts or enforces limitations on use of or access to the Service; (vii) harvest or otherwise collect or store any information about other users of the Service without the express consent of such users; (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms.

You also agree that, in using the Service, you: (i) will not monitor, gather, copy, or distribute the content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) will not make any modifications to such content; (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or with the prior written consent of an officer of Blu or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Service.

PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT

If you are a copyright owner who believes in good faith that materials hosted by us, including user Submissions, infringe your copyright, please provide the information requested below (including paragraph numbers) in the order requested:

1. A clear identification of the copyrighted work you claim was infringed;
2. A clear identification of the material you claim is infringing the copyrighted work, and information that will allow us to locate that material on our Service, such as a link to the infringing material;
3. Your contact information so that we can reply to your complaint, preferably including an email address and telephone number;
4. Include the following statement: “I have a good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law.”

5. Include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and I am the copyright owner, or am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.”
6. Your physical or electronic signature.

The notice must be signed by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Notices of claims of copyright infringement on our Service should be emailed or mailed, at your choice, to:

ITG Brands, LLC
DMCA Inquiry
714 Green Valley Road
Greensboro, NC 27408

CustomerRelations@ITGBrands.com

(336) 335-7000

It is our policy to respond expeditiously when we receive a clear and complete notice of alleged copyright infringement that complies with the Digital Millennium Copyright Act (the “**DMCA**”). If we receive proper notification of claimed copyright infringement, we will remove or disable access to material claimed to be the subject of infringing activity in accordance with the DMCA, and in appropriate circumstances, disable and/or terminate the accounts of users who are repeat infringers.

If you believe that your content that was removed from the Service is not infringing, or that you have authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to the DMCA Agent:

1. A legend or subject line that says: “DMCA-Counter Notification”
2. Clear identification of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content;
4. Your contact information, preferably including an email address and telephone number;
5. A statement that you consent to the jurisdiction of the federal court in the Middle District of North Carolina and a statement that you will accept service of process from the person who provided notification of the alleged infringement;
6. Your physical or electronic signature.

If a counter-notice is received by the DMCA Agent, Blu may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider or user, the removed Content may be replaced after receipt of the counter-notice, at Blu’s sole discretion.

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please note that you may be liable for damages (including costs and attorneys’ fees) if you make a false claim of copyright infringement. We will review and address all notices that comply with the requirements above.

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

PRIVACY

Your privacy is important to us. Please review our [Privacy Policy](#), which is incorporated into these Terms by reference.

AVAILABILITY OF THE SERVICE

While we use commercially reasonable efforts to keep our Service accessible, it may be unavailable from time to time for indefinite amounts of time and for any reason including, without limitation, routine maintenance. Additionally, many features of the Service require a cellular data connection or internet connection. Blu is not responsible for any coverage or connectivity issues you may experience, or any charges, data rates, or other fees incurred for cellular service, internet connection, etc.

PRODUCT SPECIFICATIONS; PRICING; TYPOGRAPHICAL ERRORS

We strive to accurately describe the products and services offered on the Service; however, we do not warrant that such specifications, pricing, or other content on the Service are complete, accurate, reliable, current, or error-free. Please use your best judgment when using our Service. Blu is not responsible for your interpretation or reliance on any information or content found on the Service, and makes no representations about the accuracy, reliability, completeness, or timeliness of the Service. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information on our Service at any time without prior notice, including discontinuing or changing specifications for our products.

All prices displayed on our Service are quoted in U.S. dollars and are valid in the continental United States only. As permitted by applicable law, Blu shall have the right to refuse or cancel any orders in its sole discretion. Your orders are offers to purchase subject to our acceptance.

CALIFORNIA PROPOSITION 65 WARNING

Our products can expose you to chemicals including formaldehyde, which is known to the State of California to cause cancer, and nicotine, which is known to the State of California to cause birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov.

SWEEPSTAKES, CONTESTS, PROMOTIONS, AND SURVEYS

From time to time, Blu may conduct contests, sweepstakes, raffles, surveys, games or other similar promotions, or issue coupons for our products. Each contest, promotion, or coupon may have Additional Terms that will apply in addition to these Terms. Please review the applicable Additional Terms as well as our Privacy Policy prior to participating. If the Additional Terms for the contest, promotion, or coupon conflict with these Terms, the Additional Terms will govern.

DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. BLU AND ITS DIRECT AND INDIRECT PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, AGENTS, VENDORS, LICENSORS, LICENSEES, CONTRACTORS, CUSTOMERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**BLU PARTIES**”) HEREBY DISCLAIM AND MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR PROMISES, EXPRESS OR IMPLIED, IN CONNECTION WITH, OR OTHERWISE DIRECTLY OR INDIRECTLY RELATED TO, WITHOUT LIMITATION, THE SERVICE OR BLU’S PRODUCTS OR THE SERVICE, EXCEPT AS SET FORTH BELOW.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE BLU PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUSES.

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT: (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY THE BLU PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY THE BLU PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) THE BLU PARTIES’ LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY THE BLU PARTIES TO THE EXTENT NOT WAIVABLE OR WHERE SUCH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST THE BLU PARTIES THAT IS NOT WAIVABLE OR THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

LIMITATION OF OUR LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE BLU PARTIES OR ANY OF THEIR EMPLOYEES, AGENTS, PARTNERS, SERVICE PROVIDERS, CONTENT PROVIDERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, PRODUCT LIABILITY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, ARISING OUT OF THE CONTENT AND OTHER INFORMATION CONTAINED THEREIN OR IN THESE TERMS OF USE, OR YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE, OR ANY CONTENT OBTAINED FROM THE SERVICE, EVEN IF THE BLU PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE BLU PARTIES’ TOTAL LIABILITY TO YOU EXCEED, IN THE AGGREGATE FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT THAT IS THE LESSER OF TWO HUNDRED AND FIFTY DOLLARS (USD \$250.00) OR THE AMOUNT THAT YOU HAVE PAID BLU IN THE LAST YEAR IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).

YOU ACKNOWLEDGE THAT BLU WOULD NOT PROVIDE ACCESS TO THE SERVICE IF NOT FOR THE FOREGOING LIMITATIONS OF LIABILITY, AND THAT THESE LIMITATIONS OF LIABILITY ARE ESSENTIAL ELEMENTS OF THE TERMS. THESE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION

WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OR ANY APPLICABLE ADDITIONAL TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OR EXCLUSION OF LIABILITY IN ALL CIRCUMSTANCES, IN THOSE JURISDICTIONS, THE BLU PARTIES' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

INDEMNIFICATION

Except where specifically prohibited by applicable law, you agree to defend (if requested by Blu), indemnify, and hold Blu Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Blu Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your Submissions; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) the Blu Parties' use of the information that you submit to us (including your Submissions) subject to our [Privacy Policy](#) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully as required by the Blu Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, the Blu Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Blu Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of the impacted Blu Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

DISPUTE RESOLUTION TERMS

Our customer service team is here to assist you with any issues you may encounter with our Service or products. The following terms apply to disputes, which we are unable to resolve informally. **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE YOUR CLAIM HEARD BY A JURY.**

Agreement to Mediation and Arbitration

Any and all disputes, claims, and causes of action between you and Blu, including those arising out of or connected with our Service, any benefits associated with the Service, these Terms, or our Privacy Policy that cannot be settled through informal discussions shall be first submitted to mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to binding arbitration. Any dispute, claim, or cause of action that is not resolved by mediation shall be settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules. The number of arbitrators shall be one. Your claim shall be arbitrated on an individual basis. Payment of all filing, administration and arbitrator fees will be governed by the AAA's applicable rules, and we will reimburse those fees if your claims at issue seek less than \$10,000. Likewise, we will not seek attorneys' fees or costs in arbitration. Judgment on any award rendered by the arbitrator may be entered in any state or federal court of competent jurisdiction.

Exclusions from Arbitration

Notwithstanding the above, you or we may choose to pursue a dispute in court and not by arbitration if the dispute qualifies for resolution in small claims court. Blu may also seek injunctive relief, damages, or other appropriate relief in state or federal court if the dispute involves an infringement or threatened infringement of our intellectual property rights. Any such dispute brought in court shall be filed in the state or federal courts located in Guilford County, North Carolina, and you consent and agree to the personal jurisdiction and venue of these courts.

Class Action Waiver

You agree that, to the maximum extent permitted by applicable law, any and all disputes, claims, and causes of action arising out of or connected with our Service, these Terms, or our Privacy Policy will be resolved on an individual basis, without resort to any form of class action or mass action. This provision shall not be construed as a waiver of your right to seek public injunctive relief as provided under California law to the extent such right may otherwise be available to you.

Time Limitation

You agree to bring any and all claims against Blu within one (1) year from the date of accrual of a cause of action, and that actions brought after this date will be deemed time-barred.

Governing Law

Any disputes arising out of or related to these Terms and/or your use of our Service shall be governed by the laws of the United States and the State of North Carolina, without regard to choice-of-law rules and without regard to conflicts-of-laws principles. The dispute-resolution provisions of these Terms shall be governed solely by the Federal Arbitration Act, 9 U.S.C. §1, et seq., and not by the law of any state, and are enforceable pursuant to its terms on a self-executing basis. The arbitrator shall determine any and all challenges to the arbitrability of a claim.

The foregoing dispute resolution provisions shall supersede any inconsistent provisions of any prior agreement between the parties, and shall remain in full force and effect notwithstanding any termination of your use of the Service or these Terms.

GENERAL PROVISIONS

Service Not Intended for International Use. Blu controls and operates the Service from the U.S.A., and makes no representation that the Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative, at your own risk, and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content.

No Waiver. No delay or failure by Blu to enforce any provision in these Terms shall constitute a waiver of any of Blu's rights. Neither the receipt of any funds by Blu nor the reliance of any person on our actions shall be deemed to constitute a waiver of any part of these Terms. Only a specific, written waiver signed by an authorized representative of Blu shall have any legal effect.

Severability. If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

Investigations; Cooperation with Law Enforcement; Termination; Survival. Except where specifically prohibited by applicable law, Blu reserves the right, without limitation, to: (i) investigate any suspected breaches of the security of its Service and information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) involve and cooperate with law

enforcement authorities in investigating any of the foregoing matters, (iv) pursue legal claims against violators of these Terms and any applicable Additional Terms, and (v) discontinue the Service, in whole or in part, or, suspend or terminate your access to the Service, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Blu under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Blu, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Blu, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding dispute resolution.

Assignment. Blu may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Blu.

California Consumer Rights and Notices. In accordance with California Business and Professions Code Section 17538 et al., the legal name under which Blu conducts business is ITG Brands, LLC, and Blu's business address is 714 Green Valley Road, Greensboro, NC 27408. Within five (5) days of Blu's receipt of your request, California residents may receive verification of this information by email by contacting us at CustomerRelations@ITGBrands.com.

You may contact the Complaint Assistance Unit of the Division of Consumer Service of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N 112, Sacramento, California, 95834, or by telephone at (916) 445-1254. Hearing-impaired users can reach the Complaint Assistance Unit at TDD (800) 326-2297 or TDD (916) 322-1700. Their website is located at: <http://www.dca.ca.gov>.

HOW TO CONTACT US

If you have any comments or questions about these Terms, communications can be submitted to our postal address, via email to CustomerRelations@ITGBrands.com or by calling (336) 335-7000.

ITG Brands, LLC
714 Green Valley Road
Greensboro, NC 27408