

# LOOM Terms and Conditions

## 1. Application of These Terms And Conditions

These terms and conditions ("Terms") govern Your relationship with ERQS, LLC dba LOOM ("LOOM", "we", "us", or "our"), including, but not limited to, Your use of LOOM's Website ([www.thisisloom.com](http://www.thisisloom.com)) (the "Website"), Your purchase of LOOM classes, Your rights to cancel Your purchase of LOOM membership, Your registration for classes, Your purchase of merchandise, Your communication with LOOM, and Your use of and attendance at LOOM's facilities.

These Terms incorporate by reference our Privacy Policy.

## 2. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

### a. Informal Dispute Resolution

At LOOM, our goal is to do our best to ensure that every experience with LOOM will exceed Your expectations. If that doesn't happen, we hope You will give us the opportunity to try to address any problem. To do that, please e-mail us at [hello@thisisloom.com](mailto:hello@thisisloom.com). Please include: (1) Your name, (2) Your address, (3) a description of Your concerns, and (4) a description of the specific relief You seek.

### b. Arbitration Agreement

By accepting these Terms, You and LOOM agree to submit any and all Disputes (as defined below) to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which shall govern the interpretation and enforcement of this arbitration agreement ("Arbitration Agreement"). All arbitration shall be conducted before a JAMS arbitrator ([www.jamsadr.com](http://www.jamsadr.com)).

**YOU AND LOOM EACH AGREE THAT, EXCEPT AS PROVIDED IN THE DEFINITION OF DISPUTES BELOW, ANY AND ALL DISPUTES WHICH ARISE AFTER YOU ENTER INTO THESE TERMS AND CONDITIONS WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT BY A JUDGE OR JURY, IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.**

### c. Class Action Waiver

You agree that the arbitration of any Dispute (as defined below) shall be conducted on an individual, not a class-wide basis, and that no such arbitration proceedings may be consolidated with any other arbitration or other legal proceedings involving LOOM or any other person. You further agree that You, and anyone asserting a claim through You, will not be a class representative,

class member, or otherwise participate in a class, representative, or consolidated proceeding against LOOM. You and LOOM each agree that the arbitrator of any Dispute between us may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claim (such as a class action, representative action, consolidated action or private attorney general action).

d. Definition of Dispute

Except as described below, the term "Dispute" in this Arbitration Agreement and the Class Action Waiver means any dispute, claim, or controversy between You and LOOM regarding any aspect of Your relationship with LOOM, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal, statutory or equitable theory, and includes the validity, enforceability or scope of the Terms except for the scope, enforceability and interpretation of this Arbitration Agreement and Class Action Waiver.

Dispute SHALL NOT include personal injury claims or claims for lost, stolen, or damaged property.

Dispute also SHALL NOT include; (1) claims that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable; and (2) any claim for public injunctive relief, i.e., injunctive relief that has the primary purpose and effect of prohibiting alleged unlawful acts that threaten future injury to the general public. Such claims may be determined only by a court of competent jurisdiction and not by an arbitrator.

e. How Will the Arbitration Work?

Either You or LOOM may initiate arbitration proceedings. The arbitration will be conducted before a single arbitrator. The arbitration will be an individual arbitration, and shall in no event be commenced as a representative or class arbitration.

In any arbitration between You and LOOM, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267.

As set forth in the section of these Terms regarding Choice of Law, the arbitrator shall apply California law.

If required for the enforceability of this Arbitration Agreement under the Federal Arbitration Act, LOOM will pay all arbitrator's costs and expenses. If not, those costs will be paid as specified in the above-referenced rules.

f. Where Will the Arbitration Be Held?

Any arbitration between You and LOOM shall take place in the County of Los Angeles, California.

3. Use of the Site by Minors

If You are under 18, You may register and use the Website and App only with the involvement of a parent or guardian. LOOM does not accept the online registration of minors; please do not attempt to register on the Website if You are under the age of 18. Registration of a minor must be completed in person at our facilities with a parent or guardian.

4. CONSUMERS' RIGHT TO CANCELLATION

You may cancel Your purchase of one class or a class series at any time more than 24 hours prior to the date of the scheduled class. To cancel, mail, e-mail or deliver a signed and dated notice which states that You are canceling Your purchase, and send it to [hello@thisisloom.com](mailto:hello@thisisloom.com)

LOOM will refund the purchase price of Your unused classes within ten (10) days after we receive Your notice of cancellation.

5. WAIVER & RELEASE

By signing up for and/or attending LOOM classes, events, activities, and other programs and using LOOM's premises, facilities and/or equipment (individually and/or collectively, the "Classes and Facilities"), You hereby acknowledge on behalf of Yourself, Your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers associated with participation in and/or use of the Classes and Facilities. You acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death.

You further acknowledge that LOOM does not provide any clinical or medical services, or render medical advise. Nor will LOOM make decisions for You or communicate with birthing facility staff or your clinical care providers on your behalf.

At all times, You shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to You by LOOM's staff.

If in the subjective opinion of the LOOM staff, You would be at physical risk using LOOM's Classes and Facilities, You understand and agree that You may be denied access to the Classes and Facilities until You furnish LOOM with an opinion letter from Your medical doctor, at Your sole cost and expense, specifically addressing LOOM's concerns and stating that LOOM's concerns are unfounded.

In consideration of being allowed to participate in and access the Classes and Facilities, You hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by You in relation to the Classes and Facilities, (2) release, indemnify, and hold harmless LOOM, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) represent that You (a) have no medical or physical condition that would prevent You from properly using any of LOOM's Classes and Facilities, (b) do not have a physical or mental condition that would put You in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. You acknowledge that if You have any chronic disabilities or conditions, You assume the risk in using LOOM's Classes and Facilities.

#### 6. Links/Third Party Websites

LOOM has not reviewed all the sites linked to the Website and is not responsible for the content or any off-site pages or other linked sites. Although a third party website and/or app may contain the LOOM logo, please understand that it is independent from LOOM, and that LOOM has no control over the content of that website and/or app. Going to third party or off-site websites from the Website and/or App is at Your own risk. These links do not imply endorsement of, sponsorship of, or affiliation with LOOM.

#### 7. Intellectual Property Rights

The trademarks and trade dress of LOOM are proprietary to LOOM and may not be used by You for any reasons other than as expressly permitted by these terms. All Website content, design, text, graphics, and interfaces; the collection, selection, and arrangement thereof; and all software are property of, or duly licensed to, LOOM. You have the right to view, electronically copy, and print in hard copy portions of the Website for the sole purpose of making class reservations, purchases, or other personal use.

Any other use of materials on the Website, including modification, distribution, or reproduction for purposes other than those noted above, without the prior written permission of LOOM, is strictly prohibited.

You acknowledge that LOOM and/or third party content providers remain the owners of all Website materials, and that You do not acquire any of those ownership rights by downloading, copying, or using any such material in accordance with these Terms. LOOM may discontinue or remove the Website, or any portion thereof, or discontinue Your right to use the Website, or any portion thereof, at any time.

#### 8. Not Authorized to Perform Data Mining

You are not authorized without the prior written permission of LOOM to use any computer code, data mining software, "robot", "bot", "spider", "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this Website or accessed through this Website. You also may not engage in the mass downloading of files from this Website; use the computer processing power of this Website for purposes other than those permitted above; flood this site with electronic traffic designed to slow or stop its operation; or establish links to or from other websites to this Website.

#### 9. Not Authorized to Use This Website for Commercial Purposes

Users are not authorized to sell, reproduce, distribute, modify, display, publicly perform, report or otherwise prepare derivative or second hand works based on any of LOOM's material in any way for any public or commercial purpose. Thus, You are not authorized to (i) resell or make commercial use of this site or its contents; (ii) collect or use any product listings, descriptions, photographs or prices displayed on this Website in connection with the sale or resale of any LOOM products or for other commercial purposes; or (iii) create, reproduce and/or distribute any materials derived from the content provided on this Website. Furthermore, LOOM's material may not be displayed or communicated on any other website and/or app, in a networked computer environment or other digital support for any purpose whatsoever. In the event of breach of any of these Terms, user's permission to use LOOM's material will automatically terminate and any copies made of LOOM's material must be immediately destroyed.

Any unauthorized use of LOOM's material may violate state and federal criminal laws, infringe copyright laws, trademark laws, the laws of privacy or publicity, and communication regulations and statutes.

#### 10. Warranty Disclaimer and Limitation of Liability

In no event shall LOOM be liable for any direct, indirect, special, or other consequential damages resulting from Your use of the Website or on any other linked/third-party website, Your purchase of LOOM classes, Your rights to cancel Your purchase of LOOM classes, Your registration for classes, Your purchase of merchandise, Your communication with LOOM, and Your use of and attendance at LOOM's facilities, including without limitation, any lost profits, business interruption, loss of programs, or other data on Your information handling systems or otherwise, including any claims waived by You previously in this agreement even if LOOM was expressly advised of the possibility of such damage.

All information, goods, services, products and experiences are provided by LOOM on an "as is" basis only. The entire risk as to the quality and performance of the goods, services, products and experiences remains with You. Should the goods, services, products and/or experiences prove defective after purchase, You assume the entire cost of such defect. LOOM provides no representations and warranties, express or implied, including the implied warranties of fitness for a particular purpose, merchantability, and non-infringement.

#### 11. Choice of Law

The Terms are governed by the laws of the California, without regard to California's choice of law provisions. Except as provided above as to those Disputes You or LOOM submit to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), any Disputes must be brought in California.

#### 12. Acceptance of Terms

By using the Website, purchasing a LOOM class, registering for a LOOM class, purchasing merchandise, and/or using or attending a LOOM class, You signify Your acceptance of the Terms. If You do not agree to this, please refrain from using the Website or App, purchasing a LOOM class, registering for a LOOM class, purchasing merchandise, and/or using, or attending a LOOM class.

Occasional changes may be made to this document to reflect changes in LOOM's policies. The Terms may be revised at any time by updating this posting. By using the Website or App, by buying LOOM classes, registering for classes, buying merchandise, and/or using and attending LOOM's facilities, You agree to be bound by any such revisions. You are encouraged to check this document periodically to stay informed of current guidelines.

#### 13. Severability.

In case any provision of these Terms is held to be invalid, unenforceable, or illegal, that provision shall be severed from these Terms, and such invalidity, unenforceability, or illegality will not affect any other provisions of these Terms.

#### 14. Contact Us

If You have any questions about these Terms You can reach us at [hello@thisisloom.com](mailto:hello@thisisloom.com).

EFFECTIVE DATE: July 5, 2017