

## General Terms and Conditions of Sale

At FaithfulPlatform.com, or any other FaithfulPlatform.com web site (collectively, the "**Site**"), we always appreciate your business. In addition, we offer a Warranty (see here: <https://faithfulplatform.com/promises>) to ensure your comfort when buying on a Site.

The Faithful Platform LLC, and FP Luxury Lines LLC (hereinafter "**The Faithful Platform**", "**we**", "**our**" or "**us**") provides services to you subject to the terms and conditions included in this General Terms and Conditions of Sale ("**Terms**") and other customer service pages which we have prepared to help make your shopping experience with The Faithful Platform as enjoyable and problem-free as possible. Please read them carefully. By visiting or using the Site or any other The Faithful Platform service you acknowledge that you have read and understood, and agree to be bound by, these Terms. You also agree to comply with all applicable laws and regulations, including, without limitation, the United States Copyright and Trademark laws and not to violate any third-party rights. In addition, you agree that you will not use, sell or supply any product(s) purchased from The Faithful Platform in an unlawful manner and, in particular, will comply with all export controls and sanctions rules. If you do not agree to these Terms, please do not use the Site. By purchasing The Faithful Platform products, you acknowledge that The Faithful Platform's approved payment processors will take your payment and approved carriers will deliver your order.

## Privacy Policy

We collect certain data and information about you in connection with your purchase. We will use, store and otherwise process such data and information in accordance with our Privacy Policy. You confirm that any information submitted to us is true, complete and accurate. We may also collect certain information automatically from you. Depending on how you interact with our Site or Services, we may collect, use, and share the following categories of information about you (unless otherwise restricted by law): Information gathered through cookies and other tracking technology, device and browser information, information gathered through web server logs, general location information, your product browsing history, your full name, your phone number, your email address, your physical address, your order details, your review of our product and any pictures you submit, and your payment information.

## Ownership; Feedback and Copyright

This Site is owned and operated by The Faithful Platform, LLC. Unless otherwise noted, all design and content included on this Site, including text, graphics, logos, icons, images, artwork, audio and video clips and software is the property of The Faithful Platform (or is used under license to The Faithful Platform) and, for the avoidance of doubt, it is protected by United States and international copyright laws, and other laws and regulations.

To the extent you provide any feedback, comments or suggestions to The Faithful Platform in connection with your use of the Site ("**Feedback**"), you acknowledge that any and all rights, including intellectual property rights in such Feedback shall belong exclusively to The Faithful Platform, and that such Feedback shall be considered confidential information and you hereby

irrevocably and unconditionally transfer and assign to The Faithful Platform all intellectual property rights in such Feedback, and waive any and all moral rights that you may have with respect thereto. It is further understood that use of Feedback, if any, may be made by The Faithful Platform at its sole discretion, and that The Faithful Platform in no way shall be obliged to make use of any kind of the Feedback or part thereof.

Notwithstanding the foregoing, we appreciate hearing from our customers and welcome your Feedback regarding The Faithful Platform's Site and the products offered for sale by The Faithful Platform, provided that such Feedback is not illegal, obscene, threatening, defamatory, invasive of privacy, infringements of intellectual property rights or otherwise objectionable or injurious to third parties and do not contain or consist of viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". You may not use a false email address, impersonate any person, or otherwise mislead us as to the origin of any Feedback.

If you do submit Feedback, you should be aware that The Faithful Platform's policies do not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those that we have specifically requested. The Faithful Platform values your Feedback but requests that you be specific in your comments and not submit creative ideas, inventions, suggestions or materials. The Faithful Platform shall not be liable for any use or disclosure of any such Feedback.

In addition, any violation of our intellectual property rights, including, without limitation, of our Marks as described below, may result in account suspension, your liability for damages incurred, injunctive relief and/or any other potential legal action.

### **Trademarks**

As between you and us: The Faithful Platform, FaithfulPlatform.com, and other marks indicated on the Site, including the Site (collectively, "**Marks**") are Marks of The Faithful Platform LLC. Other graphics, logos, headers, icons, scripts and service names are also The Faithful Platform LLC. The Faithful Platform LLC's Marks may not be used in connection with any product or service that is not The Faithful Platform LLC's, in any manner that is likely to cause confusion of customers or potential customers, or in any manner that harms or discredits The Faithful Platform. All other trademarks related to the products sold on this Site are the sole property of their respective owners.

Nothing on this Site or in these Terms should be construed as any license or right to use any Marks displayed on the Site without the express written permission of The Faithful Platform or the trademark or service mark owner. Neither the names "The Faithful Platform", "The Faithful Platform LLC" "FaithfulPlatform.com" or "FP Luxury Lines LLC" nor The Faithful Platform's logos may be used for any purpose without The Faithful Platform's prior written consent.

### **Use of the Site**

The Site and content are intended solely for personal and non-commercial use by visitors and on-line shoppers. Any use of any Site or its content other than for personal and non-commercial purposes is prohibited. You agree not to reproduce, publish, transmit, distribute, modify, create derivative works from, or commercially exploit in any way any of the content of any Site.

You shall not: (a) use, modify, create derivative works of, transfer, reproduce, distribute, display or disclose the content or use it for any commercial purpose, or any public display, performance, sale or rental, (b) decompile, reverse engineer, or disassemble the content, (c) remove any copyright, trademark registration, or other proprietary notices from the content, (d) disrupt servers or networks connected to the Site; (e) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Site or extract content or data from it, and/or (f) circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Site. You further agree not to access or use any Site in any manner that may be harmful to the operation of the Site or its content.

### **Placing an Order**

To request a free quote and to place an order, you will be required to provide some compulsory personal information. Please see our Privacy Policy above for more information on what personal information and how that personal information will be used and stored.

You are not legally obligated to provide us personal information, and you hereby confirm that providing us personal information is at your own free will. You confirm that all information and details provided by you (including a free quote) are true, accurate and up to date in all respects and at all times.

### **Acceptance of your Order**

Please note that completion of the online checkout process does not constitute our acceptance of your offer to purchase products or services from us. We will notify you by email as soon as possible to acknowledge that we have received and are processing your order (“**Confirmation Notice**”). Prior to dispatch of the product(s), The Faithful Platform has the right to decline an order at its discretion and for any reason (for example, this may happen for legal or regulatory reasons or for reasons related to availability or stock). To the maximum extent permitted by law, The Faithful Platform shall have no liability to you as a result of such refusal of any such order submitted.

If we cannot supply you with the product or service you ordered, we will not process your order and inform you of this in via email and, if you have already paid for the product, we will refund you in full as soon as reasonably possible.

### **Delivery**

The Faithful Platform uses FedEx as our primary shopping carrier but may choose alternate carriers at its discretion. Delivery Charges will be detailed on the invoice.

Please note that certain products and services may be subject to alternative delivery charges, restrictions and/or timescales. If delivery cannot be made to a customer due to the customer not being present at the address at the time allotted by the carrier or if a customer refuses to accept the products, The Faithful Platform reserves the right to deduct the cost for returning products to The Faithful Platform from the customer's refund for the order.

All risk in the products you order (including risk of loss and/or damage to the products) shall pass to you when they are delivered to the delivery address specified in your order.

Where the supply of your product(s) or service(s) is delayed or prevented for reasons beyond our control (for example, material shortages, import delays or higher than anticipated demand) we will make every effort to keep you informed but, to the maximum extent permitted by law, shall be under no liability to you for such delay or failure. For the avoidance of doubt, this paragraph does not exclude or effect in any way any statutory right that is afforded to you to cancel an order when a product is delayed or not provided.

### **Your Right to Cancel and Refunds**

You have the right to cancel orders except for “Custom Built” orders. You also have a 30-day customer satisfaction guarantee where if you are not satisfied you may return orders, excluding “Custom Built” orders.

### **Damaged or Incorrectly Supplied Products**

You should check all products you receive against your order. If the products you receive are damaged or incorrectly supplied on delivery then you must note the details of any damage or error in supply on the delivery documentation or if you are unable to view the items on receipt, you must inform us (by sending an email to \_\_\_\_\_) within a reasonable period of time. You must return the products to us as soon as possible after informing us that the products are damaged or have been incorrectly supplied.

### **User Submissions**

The Site may permit the submission, sharing and publishing of the content (names, story and photos) sent by you ("**User Submissions**"). You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them. We have complete discretion whether to publish your User Submissions and we reserve the right in our sole discretion and without further notice to you, to remove and/or delete any and all content posted on the Site (including User Submissions) at any time and for any reason.

### **Ownership of User Submissions**

You represent and warrant that you own or have the necessary rights and permissions to use and authorize The Faithful Platform to use all intellectual property rights in and to your User

Submissions, and to enable inclusion and use thereof as contemplated by the Site and these Terms. You retain all of your ownership rights in and to your User Submissions.

### **Product Descriptions**

The Faithful Platform makes all reasonable efforts to display the products listed for sale on its Site as accurately as possible. However, the colors we use, as well as the display and color capabilities of your computer monitor, will affect the colors that you actually see on your screen. The Faithful Platform cannot guarantee that your monitor's display of any product color, texture or detail will be accurate. In addition, The Faithful Platform does not warrant that product descriptions or other content are accurate, complete, reliable current or error free. While The Faithful Platform makes every effort to ensure that our products are described and priced accurately, in the event that an item is deemed to be priced incorrectly, The Faithful Platform reserves the right to refuse sale that item. If the pricing error is discovered after payment has been finalized, The Faithful Platform reserves the right to cancel the sale and refund the transaction in full. If a product offered by The Faithful Platform is not as described, your sole remedy is to return it in unused condition. All items are subject to availability. We will inform you as soon as possible if the product(s) you have ordered are not available.

### **Other Sites**

The Site contain links to web sites that are not maintained by The Faithful Platform. We try to include links to only those web sites that are safe for our visitors, but we are not responsible for the content or accuracy of any web sites other than our own and cannot guarantee that such web sites will not change without our knowledge. The inclusion of a link in this Site does not imply The Faithful Platform's endorsement of the web site. If you decide to use any links to access other web sites, you do so at your own risk.

### **Disclaimer of Warranties and Limitation of Liability**

Nothing in these Terms limits or excludes our liability for any matter that cannot be limited or excluded by applicable law. Nothing in these Terms will affect your statutory rights.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE MATERIALS AND INFORMATION PROVIDED BY THE FAITHFUL PLATFORM ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FAITHFUL PLATFORM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF ITS SITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON ITS SITE. YOU AGREE THAT YOUR ACCESS TO, AND USE OF THE SITES IS AT YOUR OWN RISK. THE FAITHFUL PLATFORM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY AND LIABILITY FOR THE ACCURACY OF, AND YOUR RELIANCE ON, THE TAX-ESTIMATION TOOL AVAILABLE ON THE FAITHFUL PLATFORM'S SITE AND ANY ASPECTS RELATED THERETO. THE FAITHFUL PLATFORM, ITS AFFILIATES AND SUPPLIERS DO NOT GUARANTEE OR REPRESENT THAT YOUR USE OF THE TAX-ESTIMATION TOOL WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR

LAWS OR REGULATIONS. THE FAITHFUL PLATFORM IS NOT IN THE BUSINESS OF PROVIDING LEGAL, FINANCIAL, ACCOUNTING, TAX OR RELATED ADVICE OR SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE FAITHFUL PLATFORM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FAITHFUL PLATFORM DOES NOT WARRANT THAT THE SITE, ITS SERVERS, OR EMAIL SENT FROM THE FAITHFUL PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE FAITHFUL PLATFORM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM USE OF THIS SITE, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, WE EXCLUDE ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND TERMS (WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET POSSESSION, NON-INFRINGEMENT, TITLE, QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY THE FAITHFUL PLATFORM AND ITS LICENSORS AND SUPPLIERS.

YOU MUST FOLLOW ANY ADVICE OR INSTRUCTIONS WE GIVE YOU TO KEEP PRODUCTS WE SUPPLY TO YOU SAFE (INCLUDING ANY INSTRUCTIONS OR PRODUCT MANUALS PROVIDED WITH THE PRODUCTS). WE CANNOT ACCEPT LIABILITY FOR DAMAGE TO PRODUCTS WE HAVE SUPPLIED WHICH IS CAUSED BY YOUR FAILURE TO FOLLOW THIS ADVICE.

IN ANY EVENT WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSSES RELATED TO ANY BUSINESS OF YOURS INCLUDING (WITHOUT LIMITATION) LOST DATA, LOST PROFITS, LOST REVENUES OR BUSINESS INTERRUPTION. THE AGGREGATE LIABILITY OF THE FAITHFUL PLATFORM UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO THE FAITHFUL PLATFORM UNDER THE PURCHASE ORDER IN WHICH THE LIABILITY AROSE.

THE FOREGOING EXCLUSIONS AND LIMITATION SHALL APPLY EVEN IF THE FAITHFUL PLATFORM HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS, EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHER CONTRACT OR TORT LIABILITY.

This disclaimer of liability applies to any damages or injury caused by any failure or performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, act of God, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. You also specifically acknowledge that The Faithful Platform is not liable for your defamatory, offensive, infringing or illegal materials or conduct or that of third parties.

The law of certain States may not allow limitations on warranties or damages as described above. If such law applies to you, some or all of the above disclaimers, exclusions or warranties may not apply to you and you may have additional rights.

### **Indemnity**

You agree to defend, indemnify, and hold harmless The Faithful Platform and its officers, members, affiliates, employees and agents, from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, arising from your use of the Site (including your User Submissions) or your breach of these Terms.

### **Assignment**

You may not assign or sub-contract any of your rights or obligations under these Terms to any third party unless we agree in writing. We may assign, transfer, delegate or sub-contract any of our rights or obligations under these Terms to any third party at our discretion without any restriction of any kind and without your consent. To the maximum extent permitted by law, no third party shall be entitled to enforce any of these Terms.

### **Applicable Law; General**

To the maximum extent permitted by law, you agree that the Commonwealth of Kentucky, without regard to principles of conflict of laws, shall govern these Terms and any dispute that may arise between you and The Faithful Platform. If any court of competent jurisdiction determines that any provision, or any portion thereof, contained in these Terms is unenforceable in any respect, such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. If such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of these Terms shall nevertheless remain in full force and effect. These Terms, together with the Privacy Policy, constitute the entire agreement between you and The Faithful Platform relating to your access to and use of the Site.

The rights and remedies of The Faithful Platform set forth in these Terms are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, by statute or otherwise.

No relaxation or delay by us in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect our ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.

### **Dispute Resolution**

To the maximum extent permitted by law, any dispute arising with respect to this Agreement shall be resolved by negotiation between the parties or, if necessary, by resort to an appropriate federal or state court located in Lexington, Kentucky.

### **Modification**

The Faithful Platform reserves the right, in its sole discretion, to change, modify, add, or remove portions of these Terms at any time. Please check this page periodically for changes. You agree that each time you visit any Site, your visit to and use of such Site will be subject to and bound by the then current version of these Terms.

### **Payment Terms**

(a) Payment Processing: The Faithful Platform provides payment processing through Shopify as well as Freshbooks ("**Payment Processing System**"). When placing an order through the Site, your order will be processed using Payment Processing System checkout and payment processing services, and you acknowledge and agree that: (i) your payment transaction will be processed via Payment Processing System, not The Faithful Platform, and (ii) upon successful verification and authentication by Payment Processing System of payment information provided by you.

(b) Billing: If you provide a credit card as your tender type, your credit card will be billed by Payment Processing System, which denotes the Payment Processing System.

(c) Prices for the products are available on The Faithful Platform's site, but duty charges, VAT, taxes or surcharges levied or charged by the other country in an international order may be applied at the discretion of customs (and these charges differ from country to country and are the customer's responsibility). Applicable sales taxes will be charged depending on your region. The Faithful Platform may change the prices and the payment methods at any time but this will not affect orders with respect to which we have already sent you an invoice.

If you place an order on our Site, then you acknowledge and agree that: (i) The Faithful Platform will charge you through the payment method you have selected for your order and such other amounts that may accrue in connection with the order; (ii) that you will provide valid and current information for (a) yourself and (b) if applicable, another person, but only if you have first obtained their express consent or have the relevant rights to do so; (iii) that The Faithful Platform may use tools, software or services of payment processors to process transactions on their behalf;

and (iv) if your payment is not received by The Faithful Platform for any reason from your card issuer, you agree to promptly pay all amounts due upon request.