

HOLISTAPET WEBSITE ARBITRATION AGREEMENT TERMS AND CONDITIONS

THESE ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”) TERMS AND CONDITIONS (“ARBITRATION TERMS”) APPLY TO THE HOLISTAPET WEBSITE LOCATED AT WWW.HOLISTAPET.COM, AND ALL ASSOCIATED SITES LINKED TO WWW.HOLISTAPET.COM BY HOLISTAPET, ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, THE “SITE”). THIS SITE IS THE PROPERTY OF HOLISTA LLC (“HOLISTAPET”) AND ITS LICENSORS. BY USING THE SITE, YOU AGREE TO THESE ARBITRATION TERMS AND ANY OTHER HOLISTAPET TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

HOLISTAPET RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE ARBITRATION TERMS AT ANY TIME. IT IS YOUR RESPONSIBILITY TO CHECK THESE ARBITRATION TERMS PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF OR ACCESS TO THE WEBSITE FOLLOWING THE POSTING OF ANY CHANGES CONSTITUTES BINDING ACCEPTANCE OF THOSE CHANGES.

THIS ARBITRATION AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION 19 OR IF YOU OPT-OUT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS BELOW WHICH ALSO DESCRIBES YOUR RIGHT TO OPT-OUT.

DISPUTE RESOLUTION

PLEASE READ THESE ARBITRATION TERMS CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST. YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR

OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THESE TERMS AS A COURT WOULD.

Except as provided in subsection below and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof, the Privacy Policy, the Shipping & Returns Policy, our relationship, or your use or attempted use of the Website or any product or service, shall be submitted to and finally resolved by individual, confidential arbitration under the rules of the American Arbitration Association ("AAA") then in effect. The following terms shall apply. You, Holistapet (or any of its affiliates), or any involved third party may pursue a claim. Holistapet agrees to final and binding confidential arbitration should it have any claims against you. Likewise, you agree to final and binding confidential arbitration should you have any claims against Holistapet (or any of its affiliates). By agreeing to arbitrate, you waive the right to go to court and agree instead to submit any claims to final and binding confidential arbitration. These Arbitration Terms sets forth the terms and conditions of our agreement to final and binding confidential arbitration and is governed by and enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §§ 1-16, as amended

Required Pre-Dispute Procedures.

Each party acknowledges and agrees that before initiating any claim against the other, to first contact the other with a written description of the dispute, which shall include all relevant documents and information, and the proposed resolution. You may send the written description of any dispute you have with us by e-mail to support@holistapet.com. Holistapet will contact you by letter at the billing address you provided to us or at the email address you provided to us. You agree to negotiate with Holistapet, or its designated representative(s) or affiliate(s) in good faith about your problem or dispute. If for some reason the dispute is not resolved within 60 days after receipt of the written description of the dispute, each party agrees to the dispute resolution provisions below. Notwithstanding the foregoing or any other term of this Arbitration Agreement, each party will have the right to seek injunctive or other equitable relief in state or federal court located in California to enforce these Terms or prevent an infringement of a third party's rights or our intellectual property rights, as stated in the subsections below. You hereby expressly consent to, and forever waive any challenge to, the exclusive personal jurisdiction and venue of said courts in such actions.

Commencing Arbitration.

You and Holistapet hereby agree to commence any arbitration proceeding within one- (1) year after the claim arises (the one-year period includes the required pre-dispute procedures set forth above) and that any arbitration proceeding commenced after one-year shall be forever barred.

Arbitration Location.

If the amount in controversy is \$500 or less, then the arbitration may be conducted by telephone, teleconference or by written submissions. Otherwise, the arbitration shall be conducted in California unless Holistapet otherwise agrees to arbitrate in another forum requested by you.

Organization, Rules, and the Arbitrator.

We each agree that any and all claims other than those exempted under subsections below shall be submitted to final and binding confidential arbitration before a single arbitrator of the American Arbitration Association (“AAA”). Either party may commence the arbitration process by submitting a written demand for arbitration with the AAA, and providing a copy to the other party, within the time period set forth in subsection above. The arbitrator shall be selected by agreement of the parties or, if the parties cannot agree, chosen in accordance with Rules of the AAA. The arbitration will be conducted in accordance with the provisions of the AAA’s Commercial Dispute Resolutions Procedures, Supplementary Procedures for Consumer-Related Disputes, in effect at the time of submission of the demand for arbitration. The AAA’s Rules are available at www.adr.org or by calling 1-800-778-7879. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Policy, the Shipping & Returns Policy, and these Arbitration Terms. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this Arbitration Agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce these Arbitration Terms against you or Holistapet.

Fees.

In all respects, the parties shall each pay their own fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses.

Governing Law and Award.

The arbitrator shall follow the substantive law of the State of California without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the FAA. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

Enforceability.

These Arbitration Terms survive termination of your account or relationship with Holistapet's or any of its affiliates' bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire Arbitration Agreement shall be rendered null and void and shall not apply. If a portion of these Arbitration Terms (other than the class action waiver) is deemed unenforceable, the remaining portions of these Arbitration Terms shall remain in full force and effect.

Miscellaneous.

Failure or any delay in enforcing these Arbitration Terms in connection with any particular claim will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other claims except all claims must be brought within the one-year limitation period set forth above. These Arbitration Terms constitute the entire Arbitration Agreement between you and Holistapet and shall not be modified except in writing by Holistapet or any of its affiliates.

Exceptions.

Notwithstanding the foregoing, and as an exception to final and binding confidential arbitration, you and Holistapet or any of its affiliates each retain the right to pursue, in small claims court, any claim that is within that court's jurisdiction and proceeds on an individual (non-class) basis, including overdue account matters within the small claims court's jurisdiction. Holistapet will not demand arbitration in connection with any individual claim that you properly file and pursue in a small claims court, so long as the claim is and remains pending in that court. The following claims shall not be subject to final and binding arbitration and must be adjudicated only in the state or federal courts located in California: (i) any dispute, controversy, or claim relating to the infringement or validity of our proprietary rights, including without limitation, trademarks, service marks, trade dress, copyrights, trade secrets, or patents, or the intellectual property rights of a third-party; or (ii) an action by Holistapet or any of its affiliates for temporary, preliminary, or permanent injunctive relief, whether prohibitive or mandatory, or other provisional relief,

against you for breach or threatened breach of this Agreement. You expressly agree to refrain from bringing or joining any claims that are excluded from final and binding arbitration pursuant to this subsection: (i)” in any representative or class-wide capacity, including but not limited to bringing or joining any claims in any class action or any class-wide arbitration. Small claims matters may be filed in any small claims court with personal and subject matter jurisdiction over the parties. For all other matters excluded from final and binding arbitration by other subsections: (i),” the parties consent to exclusive jurisdiction and venue in the state and federal courts located in California and forever waive any challenge to said courts’ jurisdiction and venue.

Amendments.

Holistapet or any of its affiliates reserves the right to amend these Arbitration Terms at any time. Your continued use of the Website, purchase of any product or services on or through the Website, or use or attempted use of a Holistapet product or service, is affirmation of your consent to such changes. Your continued use of the Website, purchase or use of any products or services on or through the Website, or use or attempted use of a Holistapet product or service, is affirmation of your consent to such changes whether or not such changes are considered material.

YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION. YOU HAVE THE RIGHT TO OPT-OUT OF THESE ARBITRATION TERMS AT THE TIME THAT YOU PURCHASE, USE, OR ATTEMPT TO USE A SERVICE OR PRODUCT PURCHASED ON OR THROUGH THE WEBSITE (WHICHEVER COMES FIRST) BY WRITING TO US AT SUPPORT@HOLISTAPET.COM. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST IMMEDIATELY SUBMIT A SIGNED WRITTEN NOTICE IDENTIFYING ANY PRODUCT OR SERVICE YOU PURCHASED, USED OR ATTEMPTED TO USE AND THE DATE YOU FIRST PURCHASED, USED, OR ATTEMPTED TO USE THE PRODUCT OR SERVICE. IF YOU FAIL TO IMMEDIATELY NOTIFY US OF YOUR DECISION TO OPT-OUT OF THESE ARBITRATION TERMS, YOU ARE NOT ELIGIBLE TO OPT OUT OF THESE ARBITRATION TERMS AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS ARBITRATION AGREEMENT.

Should either party file an action contrary to these Arbitration Terms, the other party may recover attorney’s fees and costs up to \$1,000.00.

