

Effective date: March 30, 2020

TERMS OF USE FOR ALVIN™ AFFILIATE WEBSITE AND SERVICE

Thank you for using ALVIN™. Once subscribed through our resell partner, Adir International, LLC DBA 'Curacao' at www.health.icuracao.com, www.health.icuracao.com (the "Site") you will be able to access <https://mycare.helloalvin.com> in-person at any Curacao location, or via telesales, you will be able to easily connect with physicians, nurses, pharmacists, nutritionist, and fitness professionals (the "Providers") for purposes of non-emergency health and fitness communications (together with the Site, the "Service" or "Services"). These Terms of Use, in conjunction with our Privacy Policy <https://helloalvin.com/privacy/>, (collectively, the "Agreement") constitute a valid, binding contract between you and Alvin Holdings, LLC, a Delaware limited liability company, or any of its subsidiaries or affiliates ("ALVIN™"), which is the owner and operator of the Site.

YOUR USE OF THIS SITE SIGNIFIES YOU ARE AT LEAST 18 YEARS OF AGE AND ARE LEGALLY ABLE TO ENTER INTO A BINDING CONTRACT, AND SIGNIFIES YOUR ACCEPTANCE OF THESE TERMS, AS THEY MAY BE AMENDED FROM TIME TO TIME. Please read these Terms and the Privacy Policy carefully. As we add new functionality or Services to the Site, we may revise these Terms periodically. If we do, we will post the changes here. Your continued use of the Site or Service after any changes are posted constitutes your acceptance of the new Terms.

ALVIN™ Does Not Provide Medical Advice and is not Health Insurance

ALVIN™ DOES NOT PROVIDE MEDICAL ADVICE. DO NOT USE THE SITE FOR EMERGENCY MEDICAL NEEDS. IF YOU THINK YOU ARE HAVING A MEDICAL EMERGENCY, CALL 911 OR EMERGENCY MEDICAL SERVICES. ALVIN™ will provide the infrastructure to connect you to Providers who will provide you with medical advice and, where appropriate, diagnoses, care instructions, advice, and/or prescriptions for certain medications to treat your condition. The information on the Site provided by ALVIN™ does not constitute medical advice of any kind and it is not intended to be, and should not be, used to diagnose or identify treatment for a medical or mental health condition. Nothing on the Site should be construed as an attempt to offer or render a medical or mental health opinion or otherwise engage in the practice of medicine by ALVIN™.

ALVIN™ is not health insurance and is not intended as a substitute for, nor supplement to, traditional or government-funded health insurance products.

ALVIN™, Alvin Holdings, LLC, and any affiliates or subsidiaries are not licensed, nor do they imply or suggest that they are licensed, to sell any insurance product in

any state, territory, or district in the United States, or any other country.

ALVIN™ DOES NOT RECOMMEND, REFER, ENDORSE, VERIFY, EVALUATE OR GUARANTEE ANY ADVICE, INFORMATION, TREATMENT, INSTITUTION, PRODUCT, HEALTHCARE PROVIDER, OPINION OR OTHER INFORMATION OR SERVICES PROVIDED BY ANY PROVIDER USING THE SITE, AND NOTHING SHALL BE CONSIDERED AS A REFERRAL, ENDORSEMENT, RECOMMENDATION OR GUARANTEE OF ANY PROVIDER. ALVIN™ DOES NOT WARRANT THE VALIDITY, ACCURACY, COMPLETENESS, SAFETY, LEGALITY, QUALITY, OR APPLICABILITY OF THE CONTENT OR ANYTHING SAID OR WRITTEN BY ANY PROVIDER OR ANY ADVICE PROVIDED. ALVIN™ WILL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED DUE TO RELIANCE BY THE USER ON SUCH INFORMATION OR ADVICE PROVIDED BY ANY PROVIDER. YOU AGREE THAT BY USING THIS SERVICE.

Your Rights and Responsibilities for Use of the Site & Service

- *Age Restrictions and the Children's Online Privacy Protection Act.*

1.1 This Site is intended for use by individuals over the age of 18 years. If you are under 18 years of age, an appropriate legal guardian must act on your behalf for you to use this Service.

1.2 This Site is not directed at individuals under the age of 18 and does not knowingly collect personal information from individuals under the age of 18. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THIS SITE. We strongly recommend that children between the ages of 13 and 18 ask for their parent's or guardian's permission before viewing our Site. Should you, as a parent or legal guardian of a minor, become aware that a user who is under the age of 18 has provided ALVIN™ with personally identifiable information ("PII"), as defined in our Privacy Policy, please click here <https://helloalvin.com/privacy/> to learn how to have such account, and the information associated with it, removed.

- *Restrictions on Use*

2.1 You agree and represent you will not use the Site or Service to:

2.1.1 impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity, imply that you are a medical professional or health care provider, or create a false identity for purposes of misleading others;

2.1.2 upload, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, false, misleading, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

2.1.3 upload, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

2.1.4 upload, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, network, hardware or telecommunications equipment;

2.1.5 engage in sending "spam" or any other form of solicitation;

2.1.6 use automated scripts to collect information from or otherwise interact with the Site;

2.1.7 violate any applicable local, state, national or international law; or

2.1.8 provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

2.2 You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our Web pages or the content contained herein without our prior express written permission. You agree that you will not use any device, software or routine to bypass any code which may be included to prevent you from breaching the obligations in this paragraph or to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our or our host's infrastructure.

2.3 You may not engage in the practices of "screen scraping," "database scraping," or any other practice or activity the purpose of which is to obtain lists of users, portions of a database, or other lists or information from this site, in any manner or in any quantities not authorized by ALVIN™. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of ALVIN™ or its affiliates without prior express written consent. You may not use meta tags or any other "hidden text" utilizing ALVIN'S™ name or trademarks without the express written consent of ALVIN™.

Systematic retrieval of data from this site to create or compile directly or indirectly, in whole or in part, a collection, compilation, database or directory without the express written permission of ALVIN™ is strictly prohibited.

- *Information You Provide*

3.1 In the course of your use of the Services, Providers may ask you to provide identification, contact and other information, including images, past medical history, and current medical information. ALVIN™ shall not have any liability for Provider treatment or services offered based on the information that you provide through the Site.

3.2 You are also responsible for maintaining the confidentiality of your username and password. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account because it may contain sensitive Personal Health Information <https://helloalvin.com/privacy/> . You alone are responsible for any activities that occur under your account, including activities of others to whom you have provided your username or password. You are responsible for notifying ALVIN™ immediately of any unauthorized use of your account or any other breach of security of which you become aware.

- *User Submissions of Image, Video, Audio Files*

4.1 You agree not to upload or transmit any communications or content of any type (such as photos, videos or audio) that infringes or violates any rights of any party. You represent that any such photos or other media have been taken or recorded by you or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person.

4.2 You agree that any Personally Identifiable Information <https://helloalvin.com/privacy/> (like name, phone number, or email address) contained in any communications or media that you submit belongs only to you or your dependents or members of your immediate family and not to anyone else. Uploading media like images or video of other people without their permission is strictly prohibited. By uploading and emailing any media on the Site or to Providers, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein.

4.3 It is strictly prohibited to upload or email media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms of Use and the ALVIN™ Privacy Policy.

4.4 By uploading any media like a photo or video, you grant to ALVIN™ a perpetual,

non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media as follows: (i) for purposes of providing the Service; (ii) as permitted or required by law; and (iii) in accordance with our Privacy Policy [link], and incorporated by reference into these Terms and Conditions. You agree to indemnify ALVIN™ and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these the terms described in this document.

ALVIN™'s Rights and Responsibilities

- *Links to Other Sites*

5.1 The Site may contain links to third party websites. Unless otherwise stated, any links that are provided are not intended to state or imply that ALVIN™ sponsors, is affiliated or associated with, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links.

5.2 ALVIN™ makes no warranties, explicit or implied, regarding the performance of the links, the performance of the outside sites or the contents of the outside sites. If you decide to access linked third party websites, you do so at your own risk.

ALVIN™'s liability and responsibility in relation to any information on any third party site or any product purchased through such third party site is expressly limited by the terms of this Agreement.

- *ALVIN™'s Intellectual Property Rights*

6.1 The Site is protected by copyright, trademark, trade dress and other intellectual property rights.

6.2 ALVIN™ grants you a personal, revocable, non-transferable, and non-exclusive right and license to use the object code of the Site on a single computer or mobile device; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software for the Site except and only to the extent that such activity is permitted by applicable law notwithstanding this limitation.

6.3 The logos, and other service marks and service names included on the Site ("Marks") are owned or licensed by Alvin Holdings, LLC. You agree not to copy, display or otherwise use any of the Marks without the prior written permission of ALVIN™. Notwithstanding the foregoing, the Marks may not be used in any manner likely to cause confusion, disparage or dilute these marks and/or in connection with

any product or service that is not authorized or sponsored by ALVIN™.

6.4 The entire Site, and all object code and source code, text, graphics, multimedia content, including but not limited to images, illustrations, html and other mark-up languages, and all scripts within the site associated therewith, are Copyright, 2016 Alvin Holdings, LLC. All rights reserved worldwide. The copyrighted and proprietary property of Alvin Holdings, LLC or its affiliates may not be duplicated or used without Alvin Holdings, LLC's express prior written consent.

- *Third-Party Material.* ALVIN™ will not be liable for any content posted by third parties, Providers, or at the direction of users; you must evaluate the accuracy and usefulness of this content. ALVIN™ does not pre-screen content, but ALVIN™ and its designees will have the right (but not the obligation) to refuse or remove any content that is available via the Service, including the right to remove any content that violates the Terms or is deemed by ALVIN™ to be objectionable.

Release, Indemnification and Disclaimers

- *Release.*

8.1 By using the Site and Service you agree to release, discharge and hold harmless Alvin Holdings, LLC and its subsidiaries and affiliates from any and all losses, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to the Site, Service or any act or omission by any person, including without limitation, any dispute between you and any other person or regarding any content posted on the Site.

8.2 If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes, without limitation, any claim resulting from delay and the criminal acts of others.

- *Indemnification.* You agree to indemnify and hold ALVIN™, Alvin Holdings, LLC, and any affiliates harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or relating to the Services, including without limitation, any content posted to or transmitted through the Service, or publicly distributed on the web, your use of the Service, your connection to the Service, your violation of the Terms or your violation of any rights of another.
- *Disclaimer of Warranties.*

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ALVIN™ EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ALVIN™ MAKES NO WARRANTY THAT (I) THE SERVICE WILL BE EFFECTIVE, WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS OR ERRORS, WILL BE RELIABLE OR ACCURATE, OR WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR ACCESSIBLE AT TIMES OR LOCATIONS OF YOUR CHOOSING, (III) THE RESULTS OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, RELIABLE, TIMELY, OR COMPLETE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, ADVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALVIN™ MAKES NO WARRANTIES ABOUT THE SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SITE OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION.

ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR YOUR CHILDREN.

- *Limitation of Liability.*

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ALVIN™ AND ALVIN HOLDINGS, LLC AND ANY AFFILIATES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ALVIN™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (III) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL ALVIN™’S AND ALVIN HOLDINGS, LLC’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

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 SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Most user concerns can be resolved quickly and to the user's satisfaction by emailing user support. In the unlikely event that our user care team is unable to resolve a complaint you may have (or if ALVIN™ has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration, mediation, or small claims court instead of in courts of general jurisdiction. Arbitration, which is often cheaper, faster and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award. If you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of attorneys' fees will be governed by the AAA Rules (as defined below). Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

- **Arbitration Agreement**

ALVIN™ and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreements (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of these Terms of Use.

References to 'ALVIN™', 'you', and 'us' include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well

as all authorized or unauthorized users or beneficiaries of services or devices under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. These Terms evidence a transaction in the interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of these Terms of Use.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ('Notice'). The Notice to ALVIN™ should be addressed to Alvin Holdings, Inc. at 32 West 39th Street, 4th Floor, New York, NY 10018 ('Arbitration Notice Address'). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ('Demand'). If ALVIN™ and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or ALVIN™ may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by ALVIN™ or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or ALVIN™ is entitled.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, 'AAA Rules') of the American Arbitration Association ('AAA'), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address. The arbitrator is bound by the terms of these Terms. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of the arbitration provision. Unless ALVIN™ and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. ALVIN™ will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the AAA Rules. However, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment

of these fees will be governed by the AAA Rules.

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND ALVIN™ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and ALVIN™ agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Notwithstanding any provision in these Terms to the contrary, we agree that if ALVIN™ makes any future change to this arbitration provision (other than a change to the Arbitration Notice Address) while you are a user of the Service, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

- **Governing Law.** You and ALVIN™ agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York County, New York. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. Any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business

documents and records originally generated and maintained in printed form

Miscellaneous Terms

- *Modification.* The Site may at any time modify, add to, or remove portions of the terms of this Agreement, without prior notice. It is your responsibility to check this Agreement periodically for changes. ALVIN™ will provide notice of any updates, revisions, supplements, modifications or amendments to this Agreement on the Site's homepage. By continuing to use the Site or Service after the posting of such changes, you agree to be bound by this Agreement, as modified. Your use of the Site and Service is subject to the most current version of this Agreement.
- *Entire Agreement.* These Terms, in conjunction with our Privacy Policy, constitute the entire Agreement between you and ALVIN™ with respect to your use of the Site or Service. There are no other representations, warranties, terms, agreements or conditions, either written or oral, with respect to your use of the Site except as set forth in this Agreement.
- *Severability.* If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions.
- *Headings.* Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- *Governing Law and Venue.* www.helloalvin.com can be accessed from all 50 states, as well as from other countries around the world. By accessing this Site, both you and ALVIN™ agree that the statutes and laws of the State of New York, without regard to conflicts of laws principles thereof, will apply to all matters relating to use of this Site (whether grounded in tort, contract, law or equity). In the case of a dispute, you and ALVIN™ agree any litigation arising between the parties hereto shall be brought only in the state or federal courts having subject matter jurisdiction in New York County in New York. You hereby irrevocably and unconditionally consent to the jurisdiction of any such competent court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party thereto.
- *Termination.* ALVIN™ may terminate your right to use this Site, with or

without cause at any time in its sole discretion, including, without limitation, your violation of this Agreement or failure to provide accurate registration data. In the event of termination, all representations, warranties, indemnifications, and promises made by you shall survive.

- *Contact Information.* If you have a comment, question or request, or if you need to contact ALVIN™ for any other reason, you may contact us using our chat feature, or through one of these other methods:

Alvin Holdings, LLC

www.helloalvin.com

32 W 39th Street, 4th Floor, New York, NY 10018

info@helloalvin.com