

TERMS OF USE

This Agreement between you and SVP Worldwide governs your use of the mySewnet™ product, content cloud, mySewnet™ subscription library services and content, software, services, and websites (collectively referred to as the “Service”). It is important that you read and understand the following terms. By clicking "accept," you are agreeing that these terms and conditions will apply.

SVP Worldwide is the provider of the Service, which permits you to utilize certain Services, including storing your personal files (such as embroideries, stitches, projects), purchasing and downloading sewing and embroidery design files made available by SVP Worldwide by subscription and making them accessible on your sewing machine and computers, only under the terms and conditions set forth in this Agreement, and SVP Worldwide’s Privacy Policy [[insert hyperlink](#)]. As soon as you enable the Service, your Content will be automatically sent to and stored by SVP Worldwide, so you can later access that Content or have Content wirelessly pushed to your other Service-enabled products.

1. REQUIREMENTS FOR USE OF THE SERVICE

A. Age. The Service is only available to individuals aged 13 years or older, unless you are under 13 years old and your mySewnet™ ID was provided to you as a result of a request by your parent or guardian. We do not knowingly collect, use or disclose personal information from children under 13, or equivalent minimum age in the relevant jurisdiction, without verifiable parental consent. Parents and guardians should also remind any minors that conversing with strangers on the Internet can be dangerous and take appropriate precautions to protect children, including monitoring their use of the Service.

To use the Service, you cannot be a person barred from receiving the Service under the laws of the United States or other applicable jurisdictions, including the country in which you reside or from where you use the Service. By accepting this Agreement, you represent that you understand and agree to the foregoing.

B. Products and Accounts. Use of the Service requires compatible products, internet access, and certain software, which will require periodic updates. SVP Worldwide reserves the right to limit the number of Accounts that may be created from a device and the number of devices associated with an Account. The latest version of required software may be required for certain transactions or features. You agree that meeting these requirements is your responsibility.

C. Limitations on Use. You agree to use the Service only for purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. Content shall only be data directly related to sewing and embroidery. If your use of the Service or other behavior intentionally or unintentionally threatens SVP Worldwide's ability to provide the Service or other systems, SVP Worldwide shall be entitled to take all reasonable steps to protect the Service and SVP Worldwide's systems, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your Account.

D. Availability of the Service. The Service, or any feature or part thereof, may not be available in all languages or in all countries and SVP Worldwide makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws.

E. Changing the Service. SVP Worldwide reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be communicated to you and, if accepted, will be effective immediately and will be incorporated into this Agreement. In the event that you refuse to accept such changes, SVP Worldwide will have the right to terminate this Agreement and your Account. You agree that SVP Worldwide shall not be liable to you or any third party for any modification or cessation of the Service.

2. FEATURES AND SERVICES

. mySewnet™ Cloud.

When you sign in with your mySewnet™ account on your machine, all embroideries and stitches that you save will be automatically synchronized with mySewnet™ Cloud, and any other machine on which you are signed in. If you install and run the mySewnet™ Cloud sync tool for PC / Mac, the embroideries and stitches in your mySewnet™ Cloud will also be synchronized with your computer(s). All changes (including adding, modifying, renaming and deleting files and folders) on any one of these machines or computers will automatically be sent to and reflected in you mySewnet™ Cloud, as well as all other machines or computers on which you are signed in with your mySewnet™ account. Please note that the

availability of Content in your mySewnet™ Cloud folder on your machine or computer may vary depending upon the amount of available storage. If you do not wish to use mySewnet™ Cloud on a particular machine or computer, you can sign out of your machine or computer. Your mySewnet™ Cloud content will be removed from that particular machine or computer.

. mySewnet™ Subscription Library.

You may choose to subscribe to mySewnet™ Library services as part of the Services to gain access to Subscription Library Content (as defined herein) either owned solely by or licensed by SVP Worldwide and to which SVP Worldwide has the right to resell or sublicense to you the user. The mySewnet™ Library is currently only available to users whose ISP address is tied to North America, Germany, Sweden, Italy, Denmark, Norway, Finland, the Netherlands, United Kingdom, and Australia and users of the following sewing machine models: initially upon launch of the mySewnet Subscription Library on HUSQVARNA VIKING® Designer Epic 2™ and eventually on HUSQVARNA VIKING® Designer Epic™ HUSQVARNA VIKING® Designer Brilliance™ PFAFF® creative icon™. mySewnet™ Libraryable to purchase designs that are not part of your own mySewnet™ Cloud or your own Content in your mySewnet™ Account. To gain access to the mySewnet™ Subscription Library, you will need to agree to and accept the terms of the Subscription Agreement found here [insert hyperlink]. The mySewnet™ Subscription Library will be governed by these Terms of Use and the same Privacy Policy [insert hyperlink] that applies to the Services. Notwithstanding the foregoing, anything contained herein or in the Privacy Policy that is contrary to the terms of the Subscription Agreement, the terms of the Subscription Agreement shall control. To use the mySewnet Library service you must have Internet access and a mySewnet Library ready device and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time. We may offer a number of membership plans, including special promotional plans. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your mySewnet Library membership by visiting our website and clicking on the "Account" link. If you choose an automatically renewing plan, your mySewnet Library Membership will continue and automatically renew until terminated. You must cancel your membership before it renews in order to avoid billing of the membership fees for the next billing cycle to your Payment Method (see "Cancellation" below). ii. Free Trials

Free trial eligibility is determined by SVP at its sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent mySewnet Library membership to determine eligibility. For combinations with other offers, restrictions may apply.

We will charge the membership fee for your next billing cycle to your Payment Method at the end of the free trial period and your paid membership will automatically begin unless you cancel your membership prior to the end of the free trial period. To view the applicable membership price and end date of your free trial period, visit our website and click the "Billing details" link on the "Account" page.

iii. Billing and Cancellation

The membership fee for the mySewnet Library service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific billing date indicated on your "Account" page. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the service. Membership fees are fully earned upon payment. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month. Visit our website and click on the "Billing details" link on the "Account" page to see your next payment date. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period. To use a MySewnet™ Library service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details. You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s). You can cancel your mySewnet Library membership at any time, and you will continue to have access to the mySewnet Library service through the end of your billing period. To cancel, go to the "Account" page on our website and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Account" page. We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes or changes to your subscription plan will take effect following notice to you. Payments are nonrefundable and there are no refunds or credits for partially used periods. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

. Use of Vicinity Services

SVP Worldwide and its partners and dealers may provide certain events or Services that rely upon location. To provide such features or Services, where available, SVP Worldwide and its partners and dealers must collect, use, transmit, process and maintain data, including but not limited to your geographic location and information related to your Account and any products registered thereunder, including but not limited to your SVP Worldwide ID, product ID and model type.

You may withdraw consent to SVP Worldwide and its partners/dealers for the collection, use, transmission, processing and maintenance of location and Account data at any time. SVP Worldwide shall use reasonable skill and due care in providing the Service, but neither SVP Worldwide nor any of its providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data provided by the Service.

. Beta feature

From time to time, SVP Worldwide may choose to offer new and/or updated features of the Services for the purpose of providing SVP Worldwide with feedback on the quality and usability of the new features. You understand and agree that your participation in the program is voluntary and does not create a legal partnership, agency, or employment relationship between you and SVP Worldwide, and that SVP Worldwide is not obligated to provide you with any Beta features. SVP Worldwide may make such Beta features available to program participants by online registration or enrollment via the Service. You understand and agree that SVP Worldwide may collect and use information from your Account, devices and peripherals in order to enroll you in a program and/or determine your eligibility to participate. You understand that once you enroll in a program you may be unable to revert back to the earlier non-beta version of a given Beta feature. In the event such reversion is possible, you may not be able to migrate data created within the Beta feature back to the earlier non-beta version. Your use of the Beta features and participation in the program is governed by this Agreement and any additional license terms that may separately accompany the Beta features. The Beta features are provided on an "AS IS" and "AS AVAILABLE" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto. SVP Worldwide strongly encourages you to backup all data and information on your device and any peripherals prior to participating in any program. You expressly acknowledge and agree that all use of the Beta features is at your sole risk. You assume all risks and all costs associated with your participation in any program, including, without limitation, any internet access fees, backup expenses, costs incurred for the use of your device and peripherals, and any damage to any equipment, software, information or data. SVP Worldwide may or may not provide you with technical and/or other support for the Beta features. If support is provided it will be in addition to your normal support coverage for the Service and only available through the program. You agree to abide by any support rules or policies that SVP Worldwide provides to you in order to receive any such support. SVP Worldwide reserves the right to modify the terms, conditions or policies of the program (including

ceasing the program) at any time with or without notice, and may revoke your participation in the program at any time. You acknowledge that SVP Worldwide has no obligation to provide a commercial version of the Beta features, and that should such a commercial version be made available, it may have features or functionality different than that contained in the Beta features. As part of the program, SVP Worldwide will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of the Beta features. You agree that in the absence of a separate written Agreement to the contrary, SVP Worldwide will be free to use any feedback you provide for any purpose.

D. mySewnet™ web-only Account

If you sign up for the Service with a web-only Account on a non-SVP Worldwide-branded products, you will have access to only a limited set of Service functionality. As a condition to accessing the Service with a web-only Account, you agree to all relevant terms and conditions found in this Agreement, including, without limitation, all requirements for use of the Service, limitations on use, availability, public beta, disclaimers of warranties, rules regarding your Content and conduct, and termination. Terms found in this Agreement relating to features not available for web-only users will not be applicable to you. These include, for example, use of location based Services and Beta features. You further agree that if you subsequently access your web-only Account from an SVP Worldwide-branded device, SVP Worldwide may automatically upgrade your web-only Account to a full mySewnet™ Account and provide all available functionality of the Service to you. If you choose to access your web-only Account from an SVP Worldwide-branded device and you are subsequently upgraded to full functionality of the Service, you agree that all of the terms and conditions contained herein apply to your use of the Service. If you do not want to have a full mySewnet™ Account, do not log in to your web-only Account from an SVP Worldwide-branded device.

3. YOUR USE OF THE SERVICE

A. Your Account

As a registered user of the Service, you must establish an Account. Do not reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify SVP Worldwide of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for personal use on an individual basis and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, SVP Worldwide shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

In order to use the Service, you must enter your mySewnet™ ID and password to authenticate your Account. You agree to provide accurate and complete information when you register with the Service

("Service Registration Data"), and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that SVP Worldwide may store and use the Service Registration Data you provide for use in maintaining your Account.

B. Use of Other SVP Worldwide Products and Services

Particular components or features of the Service provided by SVP Worldwide and/or its affiliates, including but not limited to the ability to download product updates, may contain separate terms of use or a separate agreement. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

C. No Conveyance

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in an SVP Worldwide ID, email address, domain name, or similar resource used by you in connection with the Service.

D. No Right of Survivorship

You agree that your Account is non-transferable and that any rights to your SVP Worldwide ID or Content within your Account terminate upon your closure, or none-use of the Account.

Upon request, or extended none-use your Account may be terminated and all Content within your Account deleted.

E. No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, allow access or trade the Service (or any part thereof) for any purpose.

4. CONTENT AND YOUR CONDUCT

A. Content

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, projects, written text, software, graphics, embroideries, images, stitches, messages and any other like materials. You understand that all Content, whether

publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not SVP Worldwide, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. You understand that by using the Service you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. SVP Worldwide does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk. Notwithstanding the foregoing, the Service may also provide you access to Subscription Library Content per the terms outlined in Section 2.A.3. "Subscription Library Content" means any stitch files, embroidery design files or project files made available by SVP Worldwide through its ownership or licensed right in such design files which SVP Worldwide then makes available to you as part of the mySewnet™ Subscription Library services and applicable terms. SVP Worldwide represents and warrants that it has the right to either sell or sublicense such design files to you pursuant to the terms of the Subscription Agreement [insert hyperlink].

B. Your Conduct

You agree that you will not use the Service to:

- a. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- b. stalk, harass, threaten or harm another;
- c. if you are an adult, request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor);
- d. pretend to be anyone, or any entity, you are not - you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another mySewnet™ user, an SVP Worldwide employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity (SVP Worldwide reserves the right to reject or block any SVP Worldwide ID or email address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);
- e. engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure Agreement;
- f. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;

- g. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing");
- h. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;
- i. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);
- j. plan or engage in any illegal activity; and/or
- k. gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

C. Removal of Content

You acknowledge that SVP Worldwide is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, SVP Worldwide reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and at its sole discretion, if such Content is found to be in violation of this Agreement or otherwise objectionable.

D. Back up Your Content

You are responsible for backing up, to your own computer or other device, any important documents, images, Subscription Library Content, or other Content that you store or access via the Service. SVP Worldwide shall use reasonable skill and due care in providing the Service, however SVP Worldwide does not guarantee or warrant that any Subscription Library Content or Content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

E. Access to Your Account and Content

SVP Worldwide reserves the right to take steps SVP Worldwide believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that SVP Worldwide may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third

party, as SVP Worldwide believes is reasonably necessary or appropriate, if legally required to do so or if SVP Worldwide has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to:

- a. comply with legal process or request;
- b. enforce this Agreement, including investigation of any potential violation thereof;
- c. detect, prevent or otherwise address security, fraud or technical issues; or
- d. protect the rights, property or safety of SVP Worldwide, its users, a third party, or the public as required or permitted by law.

F. Violations of this Agreement

If while using the Service, you encounter Content you find inappropriate, or otherwise believe to be a violation of this Agreement, you may report it by sending an email to SVP Worldwide at report@mysewnet.com.

G. Content Submitted or Made Available by You on the Service

1. License from You. Except for material we may license or sell to you via the mySewnet™ Subscription Library, SVP Worldwide does not claim ownership of the materials and/or Content you submit or make available on the Service. However, by submitting or posting such Content on areas of the Service that are accessible by the public or other users with whom you consent to share such Content, you grant SVP Worldwide a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available, without any compensation or obligation to you. You agree that any Content submitted or posted by you shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. By submitting or posting such Content on areas of the Service that are accessible by the public or other users, you are representing that you are the owner of such material and/or have all necessary rights, licenses, and authorization to distribute it.

2. Changes to Content. You understand that in order to provide the Service and make your Content available thereon, SVP Worldwide may transmit your Content across various public networks, in various media, and modify or change your Content to comply with technical requirements of connecting networks or devices or computers. You agree that the license herein permits SVP Worldwide to take any such actions.

3. Trademark Information. SVP Worldwide, the SVP Worldwide logo, SINGER®, HUSQVARNA VIKING®, PFAFF®, INSPIRA®, mySewnet™, the mySewnet™ logo and other SVP Worldwide trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks owned or licensed by KSIN Luxembourg II S.a.r.l. and affiliated companies. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

5. SOFTWARE

A. SVP Worldwide's Proprietary Rights. You acknowledge and agree that SVP Worldwide and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to Subscription Library Content, graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

B. License from SVP Worldwide.

The use of the software or any part of the Service, except for use of the Service as permitted in this Agreement, is strictly prohibited and infringes on the intellectual property rights of others and may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

C. Updates. From time to time, SVP Worldwide may update the Software used by the Service. In order to continue your use of the Service, such updates may be automatically downloaded and installed onto your device or computer. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software.

6. TERMINATION

A. Termination by You

You may terminate your Account and/or stop using the Service at any time. To terminate your Account click the “delete Account” link situated in the “my profile” tab, or contact an SVP affiliated Customer Service in your country.

B. Termination by SVP Worldwide

SVP Worldwide may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Service. Cause for such termination shall include:

- a. violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service;
- b. a request by you to cancel or terminate your Account;
- c. a request and/or order from law enforcement, a judicial body, or other government agency;
- d. where provision of the Service to you is or may become unlawful;
- e. unexpected technical or security issues or problems;
- f. your participation in fraudulent or illegal activities; or
- g. failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by SVP Worldwide in its sole discretion and SVP Worldwide will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service.

In addition, SVP Worldwide may terminate your Account upon prior notice via email to the address associated with your Account if

- h. your Account has been inactive for one (1) year; or
- i. there is a general discontinuance or material modification to the Service or any part thereof. Any such termination or suspension shall be made by SVP Worldwide in its sole discretion and SVP Worldwide will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service.

C. Effects of Termination

Upon termination of your Account you will lose all access to the Service and any portions thereof, including, but not limited to, your Account, SVP Worldwide ID, Subscription Library Content, and Content. In addition, after a period of time, SVP Worldwide will delete information and data stored in or

as a part of your Account(s). Any individual components of the Service that you may have used subject to separate software license agreements will also be terminated in accordance with those agreements.

7. LINKS AND OTHER THIRD PARTY MATERIALS

Certain Content, Subscription Library Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or Content. Because SVP Worldwide may have no control over such third party sites and/or materials, you acknowledge and agree that SVP Worldwide is not responsible for the availability of such sites or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, Subscription Library Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that SVP Worldwide shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, Subscription Library Content, advertising, products or materials on or available from such sites or resources.

8. DISCLAIMER OF WARRANTIES

Some jurisdictions do not allow the exclusion of certain warranties, as such, to the extent such exclusions are specifically prohibited by applicable law, some of the exclusions set forth below may not apply to you.

SVP Worldwide shall use reasonable skill and due care in providing the Service. The following disclaimers are subject to this express warranty.

SVP Worldwide does not guarantee, represent, or warrant that your use of the Service will be uninterrupted or error-free, and you agree that from time to time SVP Worldwide may remove the Service for indefinite periods of time, or cancel the Service in accordance with the terms of this Agreement.

You expressly understand and agree that the Service is provided on an "as is" and "as available" basis. SVP Worldwide and its affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors expressly disclaim all warranties of any kind in the Services, Content and Subscription Library Content, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In particular, SVP Worldwide

and its affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors make no warranty that

- a. the Service will meet your requirements;
- b. your use of the Service will be timely, uninterrupted, secure or error-free;
- c. any information obtained by you as a result of the Service will be accurate or reliable; and
- d. any defects or errors in the software provided to you as part of the Service will be corrected.

SVP Worldwide does not represent or guarantee that the Service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and SVP Worldwide disclaims any liability relating thereto.

Any material downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your device, computer, or loss of data that results from the download of any such material. You further acknowledge that the Service is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the Content, Subscription Library Content, data or information provided by the Service could lead to death, personal injury, or severe physical or environmental damage.

9. LIMITATION OF LIABILITY

Some jurisdictions do not allow the exclusion or limitation of liability by Service providers. To the extent such exclusions or limitations are specifically prohibited by applicable law, some of the exclusions or limitations set forth below may not apply to you.

SVP Worldwide shall use reasonable skill and due care in providing the Service. The following limitations do not apply in respect of loss resulting from

- (a) SVP Worldwide's failure to use reasonable skill and due care;
- (b) SVP Worldwide's gross negligence, willful misconduct or fraud; or
- (c) death or personal injury.

You expressly understand and agree that SVP Worldwide and its affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, cost of procurement of substitute goods or Services, or other intangible losses (even if SVP Worldwide has been advised of the possibility of such damages), resulting from: (i) the use or inability to use the Service (ii) any changes made to the Service or any temporary or permanent cessation of the Service or any part thereof; (iii) the unauthorized access to or alteration of your transmissions or data; (iv) the deletion of, corruption of, or failure to store and/or send or receive your transmissions or data on or through the Service; (v) statements or conduct of any third party on the Service; and (vi) any other matter relating to the Service.

10. INDEMNIFICATION

You agree to defend, indemnify and hold SVP Worldwide, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from:

- (a) any Content you submit, post, transmit, or otherwise make available through the Service;
- (b) your use of the Service;
- (c) any violation by you of this Agreement;
- (d) any action taken by SVP Worldwide as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or
- (e) your violation of any rights of another.

This means that you cannot sue SVP Worldwide, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process any information or Content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of SVP Worldwide's conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Service. You acknowledge that you are responsible for all use of the Service using your Account, and that this Agreement applies to any and all usage of your Account. You agree to comply with this Agreement and to defend, indemnify and hold harmless SVP Worldwide from and against any and all claims and demands arising from usage of your Account, whether or not such usage is expressly authorized by you.

11. GENERAL

A. Notices

SVP Worldwide may provide you with notices regarding the Service, including changes to this Agreement, by email to your mySewnet™ Account email address (and/or other alternate email address associated with your Account if provided), by regular mail, or by postings on our website and/or the Service.

B. Governing Law

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and SVP Worldwide shall be governed by the laws of the State of Tennessee, excluding its conflicts of law provisions. You and SVP Worldwide agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Rutherford County, Tennessee, to resolve any dispute or claim arising from this Agreement.

C. Entire Agreement

This **Agreement** constitutes the entire **Agreement** between you and SVP Worldwide, governs your use of the Service and completely replaces any prior **Agreements** between you and SVP Worldwide in relation to the Service. You may also be subject to additional agreements, terms and conditions that may apply when you use affiliate Services, mySewnet™ Subscription Library services, Subscription Library Content, third-party content, or third-party software. If any part of this **Agreement** is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of SVP Worldwide to exercise or enforce any right or provision of this **Agreement** shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in this **Agreement**, there shall be no third-party beneficiaries to this **Agreement**.

D. "SVP Worldwide" as used herein means:

SVP Sewing Brands LLC, located at 1714 Heil Quaker Blvd. LaVergne. TN 37086 USA and its affiliated companies.

www.svpworldwide.com