

## TERMS AND CONDITIONS

**IMPORTANT NOTICE. THIS IS A BINDING LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE, OR SUBMITTING ANY PERSONAL INFORMATION. YOU AGREE TO THESE TERMS BY CREATING AN ACCOUNT, USING THE WEBSITE OR OTHERWISE ACCESSING STORY MENTORS CONTENT.**

1. **Who's who?** The Yellow Room website and all of its content is provided by Home-Grown Industries of Georgia, Inc., a Georgia corporation, which we refer to in these terms and conditions ("Terms") as "HGI." When "We" or "Us" or "Our" are used in these Terms, it is a reference to HGI. The "Website" refers to the Yellow Room website at [www.theyellowroom.com](http://www.theyellowroom.com) and all content accessed from it. "You" or "Your" refers to the person creating or using an account on the Website, or otherwise accessing or using content provided through the Website. If you are using the Website as part of your job, or on behalf of your employer, "You" or "Your" also refers to your employer.
2. **Agreeing to these Terms.** You agree to these Terms by creating an account on the Website, or by using or accessing any portion of its content. When You agree to these Terms, You are also agreeing to the terms and conditions of Our Privacy Policy (available at <https://theyellowroom.com/terms-and-conditions>) (the "Privacy Policy"). By accepting these Terms and the Privacy Policy, You are entering into a binding legal agreement with HGI. If You do not accept these Terms and the Privacy Policy, You may not use the Website or access any of its content other than the non-downloadable content on its home page.
3. **Scope**
  - 3.1. These Terms and the Privacy Policy, as they may be amended from time to time, are collectively known as the "Agreement." The Agreement applies to all uses of the Website and all persons who create accounts using the Website. You understand and agree that this Agreement is enforceable against You personally and any entity with which You are employed or affiliated and on whose behalf the Website is used. You hereby represent and warrant that You have CAREFULLY read and understood these Terms and the Privacy Policy, that You are of legal age under the laws of the United States, and that You accept this agreement freely, voluntarily, and with full knowledge and understanding of its terms and conditions.
  - 3.2. The Website is intended for use only by persons over the age of 13, and only in the United States of America. If You are not over the age of 13 or are located outside the United States of America, You may not use the Website or its content. We do not solicit, and You must not provide any personal information relating to any person under the age of 13 through the Website. Since the Website and its content are provided free of charge, We reserve the right to terminate Your access or otherwise deny You the ability or right to use the Website or its content for any reason at any time.

3.3. The Website is not intended to be used by residents of the European Union or persons in the European Union. It is intended to comply with U.S. privacy laws only and may not comply with the GDPR or any privacy or other laws of other countries. If You are a resident of a European Union member state, or present in a European Union member state You should not, and may not, create an account on the Website or otherwise provide Us with any personal information.

3.4. These Terms and the Privacy Policy may be modified from time to time. You are responsible for periodically reviewing these Terms and the Privacy Policy for any changes. Whether or not these Terms have changed will be apparent from the date at the end of this document. If You do not agree to any changes in these Terms or the Privacy Policy, Your sole remedy is to terminate Your account and cease using the Website and its content. HGI may, but is not required to, separately notify You that changes to these Terms or the Privacy Policy have occurred, either through notices on the Website or by email.

#### **4. Account Information**

4.1. You warrant and represent that all information provided through the Website will be truthful, accurate, and complete, and will be submitted only for lawful purposes. You will grant, and hereby do grant, Us a perpetual, non-exclusive, royalty-free, worldwide, unlimited, perpetual, irrevocable, transferable and fully sub-licensable right and license to copy, distribute, publish, perform, create derivatives from, and otherwise use any information, materials or suggestions You provide to Us.

4.2. You will maintain the confidentiality of any password, user ID, and other account credentials provided to You, or obtained by You, in connection with the Website, and will not share such information with any third party, or use such information for any purpose not expressly authorized under this Agreement, without HGI's prior written consent. You agree to notify Us in writing immediately of any actual or suspected unauthorized use of Your account credentials, or any other breach of Our security that is known or suspected by You. Notice may be provided by email to [info@theyellowroom.com](mailto:info@theyellowroom.com)

4.3. You consent to the use of electronic communications in transacting business with Us, including, without limitation, the electronic delivery of notices and other documents to You. If at any time You would like to cease doing business electronically with Us, You will need to provide Us with written notice of Your withdrawal of Your consent to do business electronically, which will then terminate this consent. Thereafter, You will not use the Website.

5. **Renewal and Termination.** To the extent You create an account using, or otherwise register to use, the Website, such account will be active for one month, after which it will automatically renew for successive months unless cancelled by You, or by Us. Termination of an account does not terminate this Agreement, which may only be terminated by Our written notice to You, or by Your written notice to Us. In the event this Agreement terminates, (i) Your authorization to use the Website will terminate and You will immediately cease all use of the Website (either through a web browser or other software, and either directly or indirectly), and We may, in Our sole discretion, terminate any account and delete or otherwise dispose of any account information or other content provided by You. It is understood and agreed, however, that the foregoing will not constitute an obligation for HGI or any other party to delete or cease use of any account information or other content previously provided to Us, except as otherwise detailed in the Privacy Policy.
6. **Feedback.** From time to time, HGI or a third party engaged by Us may request feedback and other information from You about the Website or Your experiences with the Website (“Feedback”). You may also choose to participate in forums or to otherwise post content through functionality of the Website by separately emailing or contacting Us (“Postings”). Providing Feedback and Postings is optional. By providing Feedback or Postings, however, You will grant, and hereby do grant, HGI a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable and fully sublicensable right and license to copy, distribute, publish, perform, create derivatives from, and otherwise use the Feedback and Postings for any lawful purpose, including, without limitation, the right to reproduce, adapt, publish, translate, distribute, and display all or parts of the Feedback and Postings in any medium whatsoever along with Your (or Your employer’s) name.
7. **Offensive Content.** The HGI reserves the unilateral, unfettered right (but not the legal obligation) to delete or suspend access to any content or information (including without limitation Feedback and Postings, that HGI determines, in its sole discretion, is or may be illegal, infringing, defamatory, offensive or contrary to the mission of the Website. To the extent any such content is posted by You or through Your account, You may be subject to legal action by HGI or third parties.
8. **Reverse Engineering and Non-interference.** In addition to any of Our information or documents containing information that constitute a “trade secret” as that term is defined in the Uniform Trade Secrets Act as of September 16, 2015, the following will be deemed to be Our trade secrets and You will treat them as such unless and until We have made them public: (i) all source code, data and configuration files within or comprising the Website or used to receive content from, or deliver content to the Website; (ii) all product or service development plans of HGI; and (iii) any security vulnerabilities and information relating to actual or alleged security vulnerabilities or breaches of the Website. By agreeing to these Terms, You acknowledge and agree that such information has independent economic value due to it not being generally known or available to others, and that HGI takes reasonable measures to protect the confidentiality and secrecy

of such information. You agree **not** to, and warrant and represent that You will **not**, engage in any activity, assist any third party in engaging in any activity, or attempt in any way, or assist any third party in attempting in any way, to: (iv) discover or use any of Our trade secrets; (v) reverse engineer or otherwise discover any source code utilized by the Website or any client or other software provided by Us; (vi) breach, discover, circumvent, disable or otherwise compromise any security, encryption, password protection, or other feature or mechanism used by Us; (vii) use the Website to provide unsolicited electronic communications (a.k.a. spam) or distribute any infringing or illegal content; (viii) use the Website or any client or software provided by Us for any illegal, immoral or improper purpose; (ix) prevent or inhibit access to (or use of) the Website by any person; or (x) publish, reproduce or use for any purpose other than as expressly contemplated under this agreement, any content on or available through the Website. You further warrant and represent that You will not use the Website or any of its content to implement, develop, refine, enhance, use or promote any website, software or service that competes with the Website.

9. **Linking, Crawling and Framing.** You may link only to the home page of the Website, and **not** to any other page or portion of it. You agree **not** to, and warrant and represent that You will **not** assist any third party in engaging in any activity or attempting in any way, to reproduce, in whole or in part, any content provided by the Website through any method (including without limitation, through copying, caching or framing), unless such access is expressly permitted in a written agreement executed by Us.
10. **HGI's Intellectual Property.** You acknowledge that the content included on this Website, including but not limited to, text, graphics, logos, button icons, images, audio clips, software, and the selection and arrangements thereof, is and shall remain the sole and exclusive property of HGI or its content suppliers and protected by U.S. and international copyright laws. Absent the consent of HGI, the content on this Website may be used for personal, non-commercial use only. Any other use, including the reproduction, modification, distribution, republication or display of the content on this Website is strictly prohibited and an infringement of copyright or proprietary rights in the information. The HGI trademarks and logos, and all related product and service names, design marks and slogans are the trademarks, service marks or registered trademarks of HGI and may not be used in any commercial manner without the prior written consent of HGI. All other products and service marks contained on the Website are the trademarks of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, or otherwise does not necessarily constitute or imply the endorsement, sponsorship or recommendation by HGI.
11. **Pricing Policy.** Generally, merchandise offered on-line at HGI will be priced the same as merchandise offered at our affiliates or franchisees, however, in some cases, our affiliates and franchisees may have different prices or promotional events at different times. In the event that HGI lists a product at an incorrect price due to typographical error or systems error, HGI shall have the right to refuse or cancel any orders placed for products listed at

the incorrect price. HGI shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and Your credit card charged. If Your credit card has already been charged for the purchase and Your order is canceled, HGI will issue a credit to Your credit card account in the amount of the incorrect price.

12. **Colors.** HGI has done its best to accurately display the colors of the products shown on the Website. However, we cannot guarantee that Your monitor's display of any color will be accurate.
13. **Returns and Exchanges.** If you find out that Your merchandise does not fit, or You would like a different item or size, please email us by using the "Contact Us" link at the bottom of this webpage. When You email us, please provide Your order number (if known) and/or the purchaser's full name with instructions and the reason for Your exchange or refund. For all returns & exchanges, please fill out the information on the back of Our return form and include it with Your return. This form is available for download <https://theyellowroom.com/returns-exchanges>. Returns may be sent to:

### **Yellow Room**

5375 Drake Drive SW, Atlanta, Georgia 30336

13.1. **Returns for Refund.** Refunds will be applied to the original method of payment upon receipt and confirmation of their condition. Items must be in original condition and must be returned within 14 days of purchase. The initial shipping and handling charges are non-refundable, unless the item was damaged or defective upon delivery. If We are unable to exchange or refund the item to comply with Your request, We may, at Our discretion, issue store credit to use on the Website in lieu of a refund.

*\*\* Items that have been purchased online through the Yellow Room website can only be returned or exchanged through Yellow Room, not through Your local restaurant.*

14. **Intellectual Property Claims.** If You are a copyright owner or agent thereof and believe that content posted on the Website infringes upon Your copyright, please submit notice, pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)) to Us with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright; (b) a description of the copyrighted work that You claim has been infringed; (c) the URL of the location containing the material that You claim is infringing; (d) Your address, telephone number and email address; (e) a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf. For such submissions, We can be reached by mail at 5375 Drake Drive SW, Atlanta, Georgia 30336 or by email at [info@theyellowroom.com](mailto:info@theyellowroom.com). Please use this same contact information to report to Us any other complaint You may have regarding the Website or its content,

including without limitation, any complaint that such content infringes a trademark right or other intellectual property right, or defames any person or is otherwise illegal or improper, by providing (g) a signed certification that the complaint is being made in good faith by one authorized to do so; (h) an email address or physical address where You may be contacted; (i) the URL of the location where the objectionable content can be found; and (j) a reasonable description of the rights You believe are violated by the objectionable content.

- 15. Warranty Disclaimer.** AS BETWEEN YOU AND US, THE WEBSITE AND ALL INFORMATION AND CONTENT ACCESSED FROM THE WEBSITE IS PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” AND YOU USE ALL OF THE FOREGOING ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER REGARDING ITS AVAILABILITY OR THE CORRECTNESS OF ANY CONTENT, OR THAT IT WILL PROVIDE ANY FEATURE OR CAPABILITY, OR BE SUITABLE FOR ANY PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY THAT MAY ARISE BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT NO SOFTWARE OR WEBSITE CAN BE ENTIRELY SECURE OR FREE OF RISK OF SECURITY BREACHES OR ATTACKS BY THIRD PARTIES, AND THAT WE MAKE NO WARRANTY OR REPRESENTATION THAT THE WEBSITE OR INFORMATION COLLECTED THROUGH IT WILL BE SECURE OR FREE FROM DATA BREACHES OR CYBER ATTACKS.

- 16. Limitation of Liability; Indemnification; Release**

**16.1.** IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, IF HGI SHOULD BE HELD LIABLE FOR ANY DAMAGES, THE ENTIRE LIABILITY OF HGI (INCLUDING ITS AFFILIATES) WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE, FOR ANY REASON AND UPON ANY CAUSE OF ACTION, REGARDLESS OF THE NUMBER OF ACTIONS (AND WHETHER BASED IN

**CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID BY YOU TO HGI DURING THE THREE (3) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE. NO CAUSE OF ACTION WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST US OR OUR AFFILIATES.**

**16.2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**16.3. THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL SURVIVE EVEN IF ANY EXCLUSIVE OR LIMITED REMEDIES PROVIDED IN THIS AGREEMENT SHOULD FAIL OF THEIR ESSENTIAL PURPOSE.**

16.4. You shall indemnify, defend (including by paying reasonable attorneys' fees and costs) and hold harmless HGI and its affiliates, and each of their officers, directors, shareholders, agents, representatives, licensees and employees (each, an "Indemnified Party"), from and against any and all claims, losses, liabilities, damages, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including, without limitation, court costs and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part, out of: (a) any breach or threatened breach of this agreement by You or any person under Your control, or by any person who received, discovered or used Your password or other access credentials; (b) Your use of the Website or its content; or (c) Your negligence, gross negligence or willful misconduct. An Indemnified Party may participate in the defense by counsel of its own choosing, at its own cost and expense. You shall not settle any claim that adversely affects an Indemnified Party or imposes any obligation or liability on an Indemnified Party without the Indemnified Party's prior written consent.

**16.5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE EACH INDEMNIFIED PARTY FROM ALL DAMAGES (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE), LOSSES, LIABILITIES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH DISPUTES BETWEEN YOU AND THIRD PARTIES CONCERNING THE WEBSITE OR THIS AGREEMENT. IN CONNECTION WITH THE FOREGOING RELEASE, YOU HEREBY WAIVE (TO THE MAXIMUM EXTENT PERMITTED BY LAW) CALIFORNIA CIVIL CODE 1542 (AND ANY OTHER APPLICABLE LAW OR STATUTE) WHICH SUBSTANTIALLY STATES:**

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**

**OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”**

17. **Survival.** All terms and conditions that, by their nature, should survive termination of this Agreement (regardless of the reason for termination) will survive including, without limitation, all licenses granted by You, all warranties and representations by You, all limitations of liability and disclaimers, and all terms relating to notice, choice of law, choice of venue or dispute resolution. Our remedies under this Agreement are cumulative and not exclusive and are in addition to all remedies available at law or in equity.
  
18. **Governing Law & Jurisdiction.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Georgia, without giving effect to any conflict of law provisions, and the application to this Agreement of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is expressly excluded. Subject to Section 15 (Disputes), the exclusive jurisdiction and venue for all legal actions arising out of this Agreement shall be in an appropriate court sitting in the State of Georgia and You hereby consent to the exclusive jurisdiction of such courts in any and all matters that may arise in connection with this agreement, the Website, and/or any account information or content provided by You for or via the Website. You expressly waive any rights to contest the jurisdiction, venue or convenience of any such federal or state court. Notwithstanding the foregoing, We may seek injunctive or other equitable relief in any court of competent jurisdiction.
  
19. **Disputes.** With the exception of injunctive relief (which either party may seek as they deem necessary to avoid irreparable damage or preserve the status quo), any dispute between the parties arising out of or related to this Agreement shall be resolved as follows:
  - 19.1. Upon the written request of either party, each party will appoint a designated representative whose task it will be to meet for the purpose of resolving such dispute. Each designated representative shall have the authority to reach a binding resolution of the dispute through amiable discussions, the exchange of documents and/or meetings. The designated representatives shall negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto.
  
  - 19.2. All disputes that have not been resolved by the designated representatives within thirty (30) days after said initial written request by one of the parties to appoint a designated representative, shall be resolved by the courts specified in Section 14, upon the filing of an action by either party with said courts.
  
  - 19.3. You agree to not bring any formal legal action against HGI or its directors or employees in connection with the Website or this Agreement without first following the dispute resolution procedures in this Section 15 (Disputes). Should You do so, HGI shall



be entitled to recover all of its reasonable expenses and costs, including outside and in-house attorneys' fees, from You, in addition to any other remedies available in law or in equity.

## **20. General**

20.1. You are responsible for providing and maintaining Your own internet connection and We will have no liability whatsoever resulting from Your inability to access the internet or any connection issue that prevents connections with the Website or any content thereon.

20.2. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, which shall remain in full force and effect.

20.3. This Agreement, the Privacy Policy, and any other written agreement signed by both parties and expressly referencing these Terms, set forth the entire understanding between You and Us relating to Your use of the Website, and supersede all prior or contemporaneous negotiations, understandings, agreements, proposals and representations, written or oral, between You and Us related to Your use of the Website and its content. We reserve the right to change these Terms at any time by posting a new version of them. You will be deemed to have been made aware of, and will be subject to, the changes to this Agreement after any use of the Website after such notice has been posted for at least fourteen (14) days. Your continued use of the Website or its content thereafter shall constitute Your acceptance of the changes. Unless otherwise expressly stated in these Terms, if You do not agree to the changes, Your sole remedy shall be to discontinue use of the Website.

20.4. No delay or failure by Us in exercising or enforcing any rights or remedies under this agreement, in whole or in part, and no course of dealing or performance, shall constitute a waiver by Us of any provision of this Agreement.

20.5. This Agreement is personal to You. You may not assign Your rights or delegate Your obligations under this Agreement, in whole or in part, without Our prior written consent. Any attempted assignment or delegation by You shall be voidable *ab initio* by HGI. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

20.6. This Agreement shall not be construed as creating any agency, partnership or joint venture between Us and You.

Last updated: November 10, 2018