

Pandora CLOUD
TERMS OF SERVICE

These Terms of Service govern your use of the Pandora Cloud (the “Site”). The Site is operated by Pandora Jewelry LLC (“Pandora”). Access to and use of the Site is restricted to authorized users (“Users” or “you”) with valid login credentials. By using the Site, you acknowledge and agree as following. From time to time Pandora may update this Site and these Terms. Use of this Site after any posted changes to these Terms constitutes an agreement to those changes. Use of this site constitutes agreement to review these Terms periodically to ensure that familiarity with the most recent version. Pandora may, in its sole discretion, and at any time, discontinue this Site or any part thereof, with or without notice, or may prevent use of this Site with or without notice. You agree that you do not have any rights in this Site and that Pandora will have no liability to you if this Site is discontinued or your ability to access the Site or any content you may have posted on the Site is terminated.

1. GENERAL

These Terms of Service have been executed and delivered by you and constitute a valid and binding agreement between you and Pandora, enforceable against you in accordance with its terms. The availability of the Site to you and your use thereof is conditioned upon your acceptance of these Terms of Service. Your continued use of the Site constitutes acceptance of these Terms of Service. If you do not wish to be bound by these Terms of Service, you may not use the Site. These Terms of Service are in addition to your responsibilities under any agreement into which you have entered with Pandora (“Agreement”). You shall use this Site in strict compliance with these Terms of Service, any Agreement, and all applicable laws, rules and regulations.

2. RESPONSIBILITY FOR LOGIN CREDENTIALS

Access to and use of this Site is restricted to Users with valid login credentials. The Site authorizes certain Users to authorize their employees or agents (collectively, “Personnel”) to access the Site on their behalf. Any such Personnel must use their own, unique login credentials to access the Site and may not share their login credentials with other Users. You are responsible for protecting any login credentials, including any passwords, used by you or your Personnel to access the Site. You agree that you will be responsible for any acts or omissions that occur through the use of your or your Personnel’s login credentials by you or others, including any orders placed using such login credentials, unless you notify Pandora immediately of any circumstances in which you believe that the login credentials have been compromised. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your or your Personnel’s login credentials, you must notify Pandora immediately. Pandora may assume that any communications received from your or your Personnel’s accounts or in any other way associated with your valid login credentials have been made by you or your Personnel unless Pandora has received a notice indicating otherwise.

3. DATA SECURITY

Beginning on or before the date that User first accesses the Site, User shall maintain a reasonable information security program that includes administrative, technical and physical measures that appropriately safeguards User's and User's Personnel's Site login credentials and protects against any unauthorized access to or use of, inability to access, or malicious infection of, the Site (hereinafter, "Information Security Incident"). User is responsible for the security of its systems and any documents or other information that User or User's Personnel obtain via the Site. User shall permit access to the Site only by Personnel who User determines to be capable of maintaining appropriate data security measures. User shall either contractually or by employee policy impose upon such Personnel the same or substantially similar duties with respect to data security as imposed on User by these Terms of Service. In all events, User is and shall remain fully responsible for any act, errors or omission of any of User's Personnel.

4. DATA USE

Data that is provided by User may be collected, combined, and/or used as further described. Pandora may combine such data with information it has collected offline and with information obtained by third parties. Pandora may provide such data to third party service providers, may share such data within the Pandora family of companies and any future successors, or where required to comply with law, may provide such information to government agencies, courts or other investigatory authorities. Pandora may use such data provided by User for the purposes of answering questions or providing responses to User or otherwise communicating with User about its account. Pandora may use data to improve its products and services, as permitted by law, or to improve Site operation or customize the User's experience. Pandora may use the data for the protection of its company, customers or websites.

5. TERMINATION OF ACCESS

Pandora reserves the right to (i) refuse or cancel any User's registration for the Site, (ii) remove any User's credentials for accessing the Site, (iii) for any reason Pandora deems appropriate, in its sole discretion, prohibit any User from using the Site, and (iv) limit or terminate access to or use of the Site at any time without notice to User. Termination of any User's access to or use of the Site will not waive or affect any other right or relief to which Pandora may be entitled, at law or in equity.

6. LIMITATIONS ON USE OF THE SITE

User shall not: (i) make the Site available to anyone other than User and User's Personnel; (ii) access the Site for any competitive purpose; (iii) sell, license, sublicense, distribute, rent, lease or lend access to the Site, or otherwise transfer in whole or in part access to the Site to another party; (iv) use the Site to transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (v) use the Site to store or transmit viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs; (vi) interfere with or disrupt the integrity or performance of the Site; (vii) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify, or provide access, permissions, or rights to work around any

technical limitations of the Site and these Terms of Service, or otherwise attempt to gain unauthorized access to the Site; (viii) remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Site.

7. INTELLECTUAL PROPERTY

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8. LIMITED WARRANTY

YOU EXPRESSLY AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. THERE IS NO WARRANTY THAT YOUR ACCESS TO OR USE OF THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY PARTICULAR RESULTS MAY BE OBTAINED BY USE OF THIS SITE. THIS SITE IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, OTHER THAN THOSE WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

9. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOU'RE YOUR PERSONNEL'S USE OF THE SITE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, Pandora WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO (1) ANY THIRD PARTY SITE OR RESOURCE YOU ACCESS THROUGH A LINK FROM THIS SITE; (2) ANY ACTION WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; (3) ANY DELAY OR INABILITY TO USE THE SITE; (4) ANY USE OF THE SITE, WHETHER BASED ON CONTRACT,

TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF Pandora HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IT IS THE RESPONSIBILITY OF USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT OBTAINED FROM A LINKED THIRD PARTY SITE OR RESOURCE. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, LOSS OF PROFITS BY YOU, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT Pandora SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE. YOUR REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH Pandora IS TO DISCONTINUE YOUR USE OF THE SITE. YOU AND Pandora AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. INDEMNIFICATION

User shall defend, indemnify, save and hold harmless Pandora, its officers, directors, employees, representatives and agents from and against all claims and liability, to the fullest extent allowed by applicable laws, including reasonable attorney's fees, settlement fees, costs of investigation and defense for any claim that arises from or is caused by (i) any breach of User's representations, warranties, or covenants, breach of the duty of good faith and fair dealing, bad faith, violation of any applicable law or regulatory code, fraudulent, malicious, or dishonest acts of User acting alone or in collusion with others in connection with this Site; (ii) any breach of these Terms of Service by User or User's Personnel; (iii) use of the Site by User or User's Personnel; or (iv) any Information Security Incident for which User is responsible pursuant to these Terms of Service.

11. CHOICE OF LAW & DISPUTE RESOLUTION

Access to and use of the Site and these Terms of Service are governed by the laws of the State of Maryland, United States of America, without giving effect to any conflicts of law or choice of laws principles or U.S. federal law. Any controversy or claim arising out of or relating to this Site or the breach of these Terms of Service shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at a hearing to be held in Maryland in the United States of America, and judgment upon an award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The commencement of arbitration proceedings by an aggrieved party to settle disputes arising out of or relating to this

Site is a condition precedent to the commencement of legal action by either party. Each party will be responsible for their own costs in conjunction with the arbitration action. If either party commences action in any court prior to an arbitrator's final decision on the controversy or claim, then the party so commencing the action shall be responsible for all expenses incurred by the parties in the arbitration and the court proceedings whether or not they are the prevailing party. You hereby waive any and all jurisdictional and venue defenses that might otherwise be available. This dispute resolution clause shall not limit Pandora's right to seek an injunction from the appropriate court or agency in law or equity for any breach of these Terms of Service.

12. ENTIRE AGREEMENT

These Terms of Service constitute the entire agreement between you and Pandora regarding your use of the Site and may supplement any other Agreement.

13. SEVERABILITY

If any provision of these Terms of Service is deemed to be unenforceable, the enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the parties' original intentions as nearly as possible in accordance with applicable laws.

14. MODIFICATION OF TERMS OF SERVICE

You acknowledge and agree that Pandora may, in its sole discretion, modify, add to or remove any portion of these Terms of Service at any time and in any manner by posting revised Terms of Service on the Site. You may not amend or modify these Terms of Service under any circumstances. It is your responsibility to check periodically for any changes we make to the Terms of Service. Your continued use of this Site after any changes to the Terms of Service means you accept the changes.

15. EFFECT OF TERMINATION/SURVIVAL OF SELECTED PROVISIONS

Notwithstanding the expiration or earlier termination of your status as a User, or any general legal principles to the contrary, any provision of these Terms of Service that impose or contemplate continuing obligations or rights of a party will survive expiration or termination of these Terms of Service.

16. LAST UPDATED

October 6, 2017