

*The*NOBO

Terms And Conditions

1. Who May Engage in Transactions

TheNOBO accepts users (“User” or “Users”) who are at least 18 years old with a valid form of payment on file to engage in buying, selling, and trading of products (“Product” or “Products”) on the site.

TheNOBO currently only accepts transactions from Users that reside in the United States of America.

By using *TheNOBO* website, you agree to agree to the following Terms and Conditions.

2. Company

The owner of *TheNOBO* website is The Nobo Inc, a Corporation, with mailing address at 90 New Montgomery Street, Suite 400, San Francisco, CA 94105 (referred to herein as “Company” or “*TheNOBO*”).

3. Requirements for Photographs

All users who wish to engage in a sales transaction must upload a photo in order to create a listing (“Sales Listing”). Photographs must conform to the following:

Photographs must be in digital format, taken by a digital camera or smartphone. All digital files must be 20 megabytes or smaller, must be in JPEG or JPG format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image).

Only minor burning, dodging and/or color correction is acceptable. Cropping is acceptable. Any changes to the original photograph not itemized here are unacceptable and will render the photograph ineligible for a prize.

4. Requirements for Traded Products

All trade listings (“Trade Listings”) require submission of the Product to Company for authentication, photograph, and approval of the Trade Listing information. *TheNOBO* provides an online shipping form that can be printed and applied to the Product packaging for shipment to Company.

5. Required Releases from Users

If the Product contains any material or elements that are not owned by the User and/or which are subject to the rights of third parties, the User is responsible for obtaining, prior to submission of the Sales Listing or Trade Listing, any and all releases and consents necessary to permit the exhibition and use of the Sales Listing or Trade Listing in the manner set forth in these Terms and Conditions.

Upon Company’s request, each User must be prepared to provide (within seven calendar days of receipt of Company’s request) a signed written license from the third party owner, if any, of any private property included in the Sales Listing or Trade Listing, authorizing User to distribute, display, and sell the Product via *TheNOBO*. Failure to provide such releases upon request may result in termination of User account.

For the purposes of these Terms and Conditions, the User will be deemed to be in receipt of Company’s request or notification, (a) in the event that Company sends the request by postal mail, five business days after the request was sent by Company, or (b) in the event that Company sends the request by email, on the day that the email was sent by Company.

6. Determination of User

The person uploading the Sales Listing or Trade Listing will be deemed the User. The User is the one person who is the authorized account holder of the email address and payment information used to register at the Company. Should multiple persons access the same email account and a dispute arises regarding the identity of the User, the authorized account holder of said e-mail account at the time of any transaction will be considered the User. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. If any group elects to collaborate on a Listing, they are required to designate one (1) person as the agent of the group in order to engage in transactions, and jointly agree to these Terms and Conditions.

7. License

By submitting Sales Listings or Trade Listings, all Users grant an irrevocable, perpetual, worldwide non-exclusive license to the Company to reproduce, distribute, and display images of the Sales Listing or Trade Listing in connection with the promotion, sale and/or trade of the Product. Users consent to the Company doing or omitting to do any act that would otherwise infringe the User's "moral rights" in their Sales Listings or Trade Listings. Display or publication of any Sales Listing or Trade Listing on *TheNOBO* website does not constitute a guarantee of sale or trade.

8. Limitation of Liability

By entering *TheNOBO* website and using the Services, all Users agree to release, discharge, defend and hold harmless Company and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, agents and representatives from any claims, losses, and damages arising out of or relating to their participation in the Sales Listings or Trade Listings and *TheNOBO* website.

Company assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Sales Listings, Trade Listings or Product forms; or alteration of Product, Sales Listing or Trade Listing images or forms. Company is not responsible for any problems

with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any Sales Listing or Trade Listing to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination of these, including any injury or damage to Users' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to a Sales Listing or Trade Listing.

The services provided on *TheNOBO* website ("Services") and the content, information, documents, graphics and images (together, "Materials") published at *TheNOBO* website may include inaccuracies, typographical errors or other errors. Company makes no commitment to correct or update what is contained in this website. However, Company reserves the right to modify, alter, discontinue or delete the Services and Materials at any time without prior notice.

TO THE FULL EXTENT PERMITTED BY LAW, THE SERVICES, GOODS AND INFORMATION ON *THENOBO* WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY; ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED; YOU HEREBY WAIVE ALL SUCH WARRANTIES.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY – OR ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS – BE LIABLE TO ANY USER OR TO ANY PARTY USING COMPANY'S WEBSITE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, COST OF COVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES, GOODS, CONTENT OR OTHER MATERIALS PROVIDED OR MADE AVAILABLE, OR USE OF ANY OTHER LINKS OR LINKED WEBSITE. THIS LIMITATION APPLIES EVEN IF COMPANY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES AROSE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL BASIS. THE TERM "DAMAGES" INCLUDES, WITHOUT LIMITATION, ATTORNEY FEES, COSTS, ANY LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR DATA. THE USER ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS AND THE ECONOMIC TERMS OF OUR AGREEMENT REFLECT AN ALLOCATION OF RISK AND SUCH ALLOCATION OF RISK IS A SIGNIFICANT INDUCEMENT FOR COMPANY TO PROVIDE THE SERVICES, WEBSITE AND OTHER CONTENT AND MATERIALS.

9. Right to Terminate User Privileges and Access

Company shall have the right to terminate User's access to the *TheNOBO* website and Services for any of the following actions or omissions by the User.

- Uploading offensive or pornographic images or videos.
- Repeated uploading of Products that do not conform to the Company's guidelines.
- Failure to maintain a valid form of payment as part of the User profile.
- Repeated submission of false information related to Products, Sales Listings or Trade Listings.
- Sending Products as part of a Sale or Trade transaction that do not match the description uploaded for said Products.
- Sales Listings or Trade Listings of Products that are proven to be stolen or unauthorized for sale or trade.

10. Data Privacy

Users agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the transactions contemplated in the Services. The data may also be used by the Company in order to verify the participant's identity, postal address, form of payment. Participants have the right to access, review, rectify, or cancel any personal data held by Company by writing to The Nobo Inc, 90 New Montgomery Street, Suite 400, San Francisco, CA 94105. Personal data will be used by Company and its affiliates exclusively for the purposes stated here and is further governed by the Company's privacy policy.

11. Digital Millennium Copyright Act Policy

The agent to receive notifications of claimed infringement pursuant to the Digital Millennium Copyright Act ("DMCA") is as follows:

Name: Noelle Bonner, CEO

Address: The Nobo, 90 New Montgomery Street, Suite 400, San Francisco, CA 94105

E-mail: customerservice@TheNobo.com

Upon receiving a notice that substantially complies with the DMCA requirements and provides us with actual knowledge of infringement or facts or circumstances from which infringing activity is apparent, Company will expeditiously remove or disable access to the material in accordance with the DMCA. Note that the DMCA provides that any person who knowingly misrepresents that material or activity is infringing is liable for damages, including costs and attorneys' fees.

Company reserves the right to terminate access to Company's Services by repeat infringers.

12. Amendments to These Rules

Company reserves the right to review and revise these rules and its privacy policy from time to time without prior notice. If we revise the rules or privacy policy, we will prominently display a notice on our website saying there have been changes, include a link to them and state that continued use of *TheNOBO* website binds the User to them. By using our website subsequent to any revision of these rules or the privacy policy, you agree to be bound by such changes. If you find the changes to be unacceptable, you must immediately terminate your use of *TheNOBO* website.

13. General Provisions

Any litigation or arbitration arising out of or in connection with these rules or your use of Company's services must be commenced within one (1) year after the cause of action arose, or it will be permanently barred.

Any provision of these Terms and Conditions which is determined by a court of competent jurisdiction to be unenforceable in any jurisdiction shall be removed to the minimum extent required in that jurisdiction without in any way invalidating the remaining provisions of these Terms and Conditions. In that event the court is hereby directed by the parties to replace the legally invalid provisions with legally valid provisions which will, from an economic viewpoint, most nearly and fairly approach the eliminated provisions. The unenforceability of any provision in a given jurisdiction shall not make that provision unenforceable in any other jurisdiction.

Users agree that the Company has the sole right to decide all matters and disputes arising from these Terms and Conditions and that all decisions of Company shall be final and binding and not subject to challenge or appeal.