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### 3. CONTENT

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### 4. PRICES

4.1 Prices. The price for an item on the LaurenMosback.com Site may differ from the price shown in a User's shopping cart and it is possible that such price may increase or decrease between the time the item is placed in a shopping cart and the time that the purchase is actually made. On rare occasions, an item may be priced incorrectly on the LaurenMosback.com Site. If the price for the item on the LaurenMosback.com Site is incorrect and is actually higher than the price provided at the time of purchase, then, at the sole discretion of Lauren Mosback, Lauren Mosback may either (a) contact the User for instructions before shipping the item or charging the User for such item; (b) cancel the order for such item and notify the User of such cancellation; or (c) ship the item at the incorrect price to the benefit of the User.

4.2 Notice. Please note that this policy regarding prices applies only to items sold and shipped by Lauren Mosback. Any purchases from any third-party sellers may be subject to different policies in the event of an incorrectly priced item.

## **5. REFUND POLICY**

Lauren Mosback and LaurenMosback.com want you to be happy with your purchase. After your purchase, we offer a 14-day refund period at our discretion.

Lauren Mosback and LaurenMosback.com will accept return requests for items that are unopened and unused. The product(s) must be in their original packaging, if applicable, in the same condition it was received.

If you wish to return an item, Lauren Mosback and LaurenMosback.com must receive your request within 14 days. After that time period, we do not refund monies. There are no exceptions to this rule. The 14-day period is from the date of your purchase.

Once we receive your returned item, we will review your request and inspect the item. We will send you an email to confirm that we've received your item and are processing your request. We'll follow up with another email once the request has been processed to let you know if your return was approved.

If approved, the money will be refunded to your original method of payment within two weeks. All payment companies are different in the amount of time it takes to confirm a payment, so it will likely take a minimum of a few days for the refund to show up in your bank statement.

After you've submitted a return request to [laurenMosbackAuthor@gmail.com](mailto:laurenMosbackAuthor@gmail.com), we will send you a PDF of a return shipping label. Please print it out and affix to your package.

You are responsible for paying for the return shipping costs. We will deduct the cost of return shipping from your refund.

## **6. RISK OF LOSS**

The risk of loss and title for all items purchased via the LaurenMosback.com Site pass to the User upon delivery of the item to the carrier.

## **7. AGE OF USERS**

Our products and services are marketed for and directed towards purchase by adults or with the consent of adults. Individuals under the age of 18 ("Minors") are not permitted to use LaurenMosback.com without the supervision of a parent or legal guardian. Furthermore, we do not knowingly collect or solicit personal information from children under the age of 13 or knowingly allow such persons to register for an online account or

to post personal information on our website. Should we learn that someone under the age of 13 has provided any personal information to or on LaurenMosback.com, we will remove that information as soon as possible.

## **8. INDEMNITY**

User agrees to indemnify, defend and hold Lauren Mosback (and its affiliates, employees, contractors, agents, suppliers and partners) and each LaurenMosback.com Provider harmless from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including reasonable attorneys' fees, brought by any third party due to or arising out of (i) such User's use of the LaurenMosback.com Site, (ii) any alleged breach or violation of the Terms of Use or (iii) such User's violation of any law or the rights of a third party. Lauren Mosback reserves the right, at User's expense, to assume the exclusive defense and control of any matter for which such User is required to indemnify Lauren Mosback, and User agrees to cooperate with Lauren Mosback's defense of such matter. This defense and indemnification obligation is intended to extend to the fullest extent permitted by law and will survive the Terms of Use and your use of the LaurenMosback.com.

## **9. NOTICES**

User consents to electronic communications with Lauren Mosback, whether addressed to the e-mail address associated with such User's account or posted on the LaurenMosback.com Site. User acknowledges and agrees that any communication via e-mail or by postings on this LaurenMosback.com Site satisfies any legal requirement that such communications be made in writing.

## **10. DISCLAIMERS AND LIMITATION OF LIABILITY**

### **10.1 Disclaimers.**

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## **11. SEVERABILITY**

The provisions of these Terms of Use are intended to be severable. If for any reason any provision of these Terms of Use shall be held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. The failure of Lauren Mosback to exercise or

enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

## **12. APPLICABLE LAW; JURISDICTION**

12.1 Applicable Law. The LaurenMosback.com Site is created and controlled by Lauren Mosback in the Commonwealth of Pennsylvania. The laws of the Commonwealth of Pennsylvania will govern the Terms of Use, without giving effect to any principles of conflicts of laws.

12.2 Jurisdiction. Each of Lauren Mosback and User agrees to submit to the nonexclusive personal jurisdiction of the courts located within Chester County, Pennsylvania and waives any objection to the laying of venue of any litigation in said courts.

## **13. DISPUTE RESOLUTION**

13.1 Arbitration. Any claim or controversy at law or equity that arises out of the Terms of Use, the LaurenMosback.com Site (each a "Claim"), shall be resolved through binding arbitration conducted by telephone, online or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (including, without limitation, the Supplementary Procedures for Consumer-Related Disputes, if applicable), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

13.2 Lauren Mosback's Option to Litigate. Alternatively, at Lauren Mosback's sole option, a Claim (including Claims for injunctive or other equitable relief) may be adjudicated by a court of competent jurisdiction located in Chester County, Pennsylvania.

13.3 No Consolidation. Any Claim shall be arbitrated or litigated, as the case may be, on an individual basis and shall not be consolidated with any Claim of any other party whether through class action proceedings, class arbitration proceedings or otherwise.

13.4 Jury Trial Waiver. Each of the parties hereby knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in respect of any litigation (including, but not limited to, any claims, counterclaims, cross-claims, or third party claims) arising out of, under or in connection with these Terms of Use. Further, each party hereto certifies that no representative or agent of either party has represented, expressly or otherwise, that such party would not in the event of such litigation, seek to enforce this waiver of right to jury trial provision. Each of the parties acknowledges that this section is a material inducement for the other party entering into these Terms of Use.

## **14. ADDITIONAL TERMS AND CONDITIONS**

In addition to the policies and guidelines located throughout the LaurenMosback.com Site, the following policies are incorporated into the Terms of Use:

- Privacy Policy: The LaurenMosback.com Site Privacy Policy is accessible via a link on the bottom of the LaurenMosback.com Site pages.

## **15. ACKNOWLEDGMENT**

The Terms of Use, including all documents referenced herein, represents the entire understanding between User and Lauren Mosback regarding User's relationship with Lauren Mosback and supersedes any prior or contemporaneous statements or representations. Headings used in the Terms of Use are for reference only and shall not affect the meaning of any terms. As used in these Terms of Use, "including" means "including, without limitation."

## **16. MODIFICATION**

These terms were last revised on August 22, 2019.