

FEARLESS ZEN HONOUR[®]

TERMS AND CONDITIONS



PLEASE READ THIS DOCUMENT CAREFULLY

Effective Date: 1st February 2022

- These Terms of Use (“Terms”) are a legal agreement between you and 5emblance Ltd, trading as Fearless Zen Honour (“Fearless Zen Honour”, “FZH”, “we,” “us,” or “our”) that governs your use of the Fearless Zen Honour website (located at <https://www.fearlesszenhonour.com/>) and any related services or products operated, sold, or otherwise provided by Fearless Zen Honour (collectively, the “Services”).
- BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE DISCLAIMER OF WARRANTIES, LIMITATIONS ON LIABILITY, AND WAIVER OF A RIGHT TO A JURY TRIAL.
- Any new or additional features, tools, services, products, or content that are added to the Services will also be subject to these Terms.

1. ELIGIBILITY

- The Services are available only to users who can form legally binding contracts under applicable law. By accessing or using the Services, you represent that you are at least eighteen (18) years of age, or over the age of majority in the state or country where you are a resident or citizen.
- If you are under the age of majority in your home state or country and you wish to use the Services, please ask your parent or guardian to create a user account (“Account”) using your parent or guardian’s name and other personal information, and do not provide your personal information on the Services.

2. REGISTERING WITH US

- Access to and use of certain functionalities of the Services may require you to register for an Account with us. If you decide to register an Account with us, you will create a user ID and password to access your Account.
- You agree to provide us with accurate, complete and current information about yourself during Account registration and at all other times, and you agree to update all information provided to us or requested by us if, and as soon as, such information changes and before you make any purchase related to the Services.
- You agree to keep your log-in information confidential and to not authorise any third party to use your Account. We will not be liable for any loss or damage that results from the unauthorised use of your Account, either with or without your knowledge. You are fully responsible for your failure to safeguard information or for permitting any other person to access or use the Services via your Account, and you agree that we may attribute all use of your Account to you.

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- You agree to notify us immediately using the contact information provided in Section 19 if you suspect any unauthorised use of your Account or any other breach of security.
- You may not sell or otherwise transfer your Account. We have the right to cancel or suspend your registration for any reason or for no reason at any time, as determined in our sole discretion.

3. ORDERS; THIRD-PARTY PAYMENT SERVICE PROVIDERS; SHIPPING

- You may order our products via the Services. All sales of products are final. Subject to our Return Policy and the cancellation terms outlined. Once you have purchased the products there are no cancellations, returns, or exchanges. We reserve the right to refuse any product returns at any time.
- Big Cartel LLC ("Big Cartel") provides Fearless Zen Honour with the online e-commerce platform that allows us to sell our products and services to you. Fearless Zen Honour also uses Stripe Inc., Apple Pay, Google Pay, PayPal, Inc. and other services or parties from time-to-time as third-party service providers for payment services (e.g., credit card transaction processing, merchant settlement, and related services) (together with Big Cartel, the "Third-Party Payment Services Providers").
- By using the Services, you agree to be bound by the Third-Party Payment Services Providers' terms of use. You hereby consent to provide and authorise Fearless Zen Honour and the Third-Party Payment Services Providers to share any information and payment instructions you provide to the extent required to complete the payment transactions in accordance with the Terms, including personal, financial, credit card payment, and transaction information.
- You may have a limited amount of time to purchase the products. We offer a limited number of each item and do not guarantee product replenishment. We will fulfil orders in the order they are received, and therefore products may sell out before your order for such product is fully processed. In the event that we cannot fully process your order due to such lack of products, we will refund the fees you paid for the unavailable product to your payment card.
- Please make sure that you have entered the correct and matching shipping and billing addresses, as it is crucial for your order to be processed and shipped in a timely manner. We will send you a tracking confirmation as soon as your order is dispatched. All shipments are insured and you assume all responsibility for claims made with the shipping carrier. All taxes and duties for international orders are your responsibility.

4. PERMITTED USE

- All information, materials, and other digital content available through the Services (collectively, the "Content") are for the personal use and enjoyment of individual users only and may not be used in connection with any commercial endeavors.

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- The Content is the sole and exclusive property of Fearless Zen Honour or its licensors. Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services, and to access, use, and view any Content, solely for your personal purposes. Except for the limited rights set forth in this Section, you may not copy, sell, rent, distribute, modify, publicly perform, publicly display, transfer, create derivative works of, or sublicense the Services or Content.

5. OWNERSHIP AND INTELLECTUAL PROPERTY

- The Services and Content are protected by copyright, trademark, patent, and other intellectual property and proprietary right laws. All title, ownership rights, and intellectual property rights in and to the Content and Services are owned by us or our licensors. All rights are reserved. The Services and Content may contain certain licensed materials, and our licensors may protect their rights in the event of any violation of these Terms.
- All trademarks, service marks, logos, trade names, and any other proprietary designations of Fearless Zen Honour used herein are trademarks or registered trademarks of Fearless Zen Honour or our suppliers. You may not use any of our trademarks, logos, or trade dress in connection with any product or service that is not owned or provided by us, in manner that is likely to cause confusion among customers or users, or in any manner that disparages us or our suppliers.

6. USER GENERATED CONTENT

- You may be able to post, submit, publish, or display content, or transmit content from your Account (hereinafter, “post”) on the Services (collectively, “User Contributions”). You are solely responsible for the User Contributions that you post via the Services, including its legality, reliability, accuracy, and appropriateness. Fearless Zen Honour is not responsible or liable for the content or accuracy of any User Contributions posted by you or any other member of the Services.
- By posting User Contributions to any public area of the Services, you automatically grant, and you represent and warrant that you have the right to grant, to Fearless Zen Honour an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorise sub-licenses of the foregoing.
- Fearless Zen Honour is not obligated to review, monitor, delete, or edit postings. However, Fearless Zen Honour reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to delete or edit any posting that is objectionable, offensive, illegal, or in violation of these Terms with or without notice. You agree that you have no recourse against Fearless Zen Honour if we refuse to post, or if we delete or refuse to delete, any post by you or other Services’ users.

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- The content standards set out below apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, you agree that you will not:
 - Post or deliver any unsolicited advertisement, promotional materials, junk e-mail, bulk e-mail (also known as "spam"), chain letters, surveys or contests, or solicit participation in any pyramid schemes, without our express prior written consent. The number of postings by any member is subject to reasonable limits at the discretion of Fearless Zen Honour;
 - Post or deliver any advertisement or solicitation via the Services to buy or sell any products or services, or engage in commercial activities and/or sales, without our prior written consent;
 - Post or deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortuous, harassing, hateful or otherwise objectionable;
 - Post or deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of medical condition, religion, race, ethnicity, sexual orientation, gender, age, or disability;
 - Post or deliver, or provide links to, any postings containing defamatory, false or libelous material;
 - Post or deliver information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - Post or deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or right of publicity;
 - Post or deliver any posting that you do not have a right to make available under law or contractual or fiduciary relationships;
 - Post or deliver information that violates our community guidelines; Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another;
 - Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver;
 - Use the Services or Content in any manner which could damage, disable, overburden, or impair or otherwise interfere with the other users' computer

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equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment;

- Attempt to gain unauthorised access to the Services, any related website, other accounts, computer system, or networks connected to the Services, through hacking, password mining, or any other means; or
 - Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, including harvesting or otherwise collecting information about others such as e-mail addresses.
- We reserve the right to investigate and take appropriate legal action in our sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Services, terminating the Account of such violators, or taking further legal action.

7. USER FEEDBACK

- By submitting any ideas, feedback, or suggestions (“Feedback”) to us through the Services or other means, you acknowledge and agree that: (i) your Feedback does not contain confidential or proprietary information of you or any third party; (ii) we are not under any obligations of confidentiality with respect to the Feedback; (iii) we may freely use, reproduce, distribute, and otherwise exploit the Feedback for any purpose; and (iv) you are not entitled to any compensation of any kind from us.

8. LINKS TO OTHER WEBSITES AND SERVICES

- The Services may also link to or reference other websites and services (“Linked Services”). Linked Services are not under the control of Fearless Zen Honour and Fearless Zen Honour is not responsible for Linked Services, or for any information or materials on, or any form of transmission received from, any Linked Service.
- The inclusion of a link does not imply endorsement by Fearless Zen Honour of the Linked Services or any association with the operators of the Linked Services. Fearless Zen Honour does not investigate, verify or monitor the Linked Services. Fearless Zen Honour provides links to Linked Services for your convenience only. You access Linked Services at your own risk.

9. SECURITY NOTICE

- Please refer to our Security Policy, which describes our practices and policies related to the collection, use, and storage of information about users of the Services, including your Account information. You acknowledge and agree that you are solely responsible for the accuracy and content of your personal information. You expressly consent to the use and disclosure of your personal information and other data and information as may be defined and described in the Privacy Notice.

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10. REFERRALS

- You will have the opportunity to refer friends and family to the Services. You must only refer friends and family who give you permission to share their personal information. The collection, use, and storage of the personal information of referred parties are also be subject to the practices and policies described in our Privacy Notice.

11. DISCLAIMER OF WARRANTIES

- TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE Services AND Content ARE PROVIDED “AS IS” WITHOUT WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- FEARLESS ZEN HONOUR MAKES NO REPRESENTATIONS, WARRANTY OR GUARANTEE OF THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR CONTENT. THE SERVICES AND CONTENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
- THE CONTENT OR ANY OTHER INFORMATION MADE AVAILABLE THROUGH THE SERVICES DOES NOT CONSTITUTE ADVICE OF ANY KIND AND SHOULD NOT BE RELIED UPON IN ANY WAY. FEARLESS ZEN HONOUR IS NOT LIABLE FOR ANY OMISSIONS OR ERRORS OF THE SERVICES OR CONTENT. UNDER NO CIRCUMSTANCES WILL FEARLESS ZEN HONOUR BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.
- SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS AS SPECIFIED HERE AND, TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU OR A THIRD PARTY.

12. LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES

- TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL FEARLESS ZEN HONOUR OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER, OR IN CONNECTION WITH, THESE TERMS OR THEIR SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, FOR ANY: (I) LOSSES OR damages related to PERSONAL INJURY or loss of life arising from use OR MISUSE of the SERVICES OR CONTENT, OR (II) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

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- IN NO EVENT WILL FEARLESS ZEN HONOUR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF TWO GBP (£2.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY AS SPECIFIED HERE AND, TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

13. INDEMNIFICATION

- You agree to indemnify and hold harmless Fearless Zen Honour and its officers, directors, employees, subsidiaries, agents, affiliates and other partners from and against any and all third-party claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of these Terms.

14. GOVERNING LAW; DISPUTE RESOLUTION

- These Terms will be governed by and construed in accordance with the laws of the UK. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
- You and Fearless Zen Honour each agree to exclusive jurisdiction and venue in national and county courts located in London, UK. For any dispute or claim you may have arising out of or relating to the Services, Content, or these Terms, you and Fearless Zen Honour will each give the other the opportunity to resolve it by sending the other a written description of the dispute or claim, along with contact information, relevant documents, supporting information, and the proposed resolution.
- Notice to Fearless Zen Honour will be sent to the contact information provided in Section 19 (Contact Information). Fearless Zen Honour will notify you in writing at the email or mailing address that you provide to us in your notice to us or in your Account profile information.
- NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IF FOR ANY REASON, ANY CLAIM OR CAUSE OF ACTION, OR ANY PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY A PARTY AGAINST THE OTHER PARTY, BASED UPON, ARISING OUT OF, OR RELATED TO THE SERVICES, CONTENT, OR THESE TERMS, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE, PROCEEDS IN NATIONAL OR COUNTY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY. THIS WAIVER APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THESE TERMS.

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15. CHANGES TO TERMS

- We reserve the right to modify these Terms and will notify you of material modifications, such as by posting updated Terms on the Services, sending you an email to your account email, or by other reasonable means. You will continue to be bound by the Terms you initially accepted until your acceptance of any modified Terms. You may be required to accept modified Terms to continue use of the Services.

16. TERMINATION

- You may terminate your use of the Services at any time. We may, in our sole and absolute discretion, take whatever action we deem necessary to preserve the integrity of the Services and Content. Violation of any of these Terms may result in actions being taken by us, effective immediately or at a time determined by us, which may include without limitation: (i) temporarily suspending your access to the Services, or (ii) permanently terminating your access to the Services. Without limiting the foregoing, we retain the right to decline to provide the Services to any user who violates these Terms or our Privacy Policy.
- Termination will not limit any of Fearless Zen Honour's other rights or remedies. Section 5 (Ownership and Intellectual Property), Section 7 (User Feedback), Section 11 (Disclaimer of Warranties), Section 12 (Limitation of Liability and Exclusion of Certain Damages), Section 13 (Indemnification), Section 14 (Governing Law; Dispute Resolution), Section 18 (General Terms), and any other provision that, by its nature, is intended to survive termination shall survive termination of these Terms.

17. INTERNATIONAL USE

- Please be aware that we are headquartered in the United Kingdom and that the Services and Content are governed by UK law. If you are using the Services or accessing the Content from outside of the UK, your information may be transferred to, stored, and processed in the UK, where our servers may be located.
- Fearless Zen Honour makes no representation that the Services or Content are appropriate or available for use in locations outside of the UK, and access to the Services or Content from territories where such Services or Content is illegal is prohibited. Those who choose to access the Services and Content from locations outside of the UK do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Services or Content in violation of UK export laws and regulations.
- If you use the Services or access the Content outside of the UK you, (i) consent to the transfer, storage, and processing of your information to and in the UK; (ii) will not access or use the Services or Content if you are on the UK Treasury Department's "Specially Designated Nationals and Blocked Persons List," or are located in a country embargoed by the UK; and (iii) agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Services.

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The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or that would subject Fearless Zen Honour to any registration requirement within such jurisdiction or country.

18. GENERAL TERMS

- If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. You and Fearless Zen Honour intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and Fearless Zen Honour agree that if any provision of these Terms is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion.
- Section titles are for convenience only and have no legal or contractual significance. Fearless Zen Honour may assign these Terms, in whole or in part, at any time with or without notice to you. You may not assign these Terms or assign, transfer, or sublicense any rights or delegate any duties hereunder. Fearless Zen Honour's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. A waiver will only be binding on Fearless Zen Honour if it is in a written document signed by Fearless Zen Honour.
- Both you and Fearless Zen Honour warrant to each other that, in entering these Terms, neither Fearless Zen Honour nor you have relied on, or will have any right or remedy based upon, any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and Fearless Zen Honour, or Fearless Zen Honour's successors and permitted assigns, will have any right to enforce any of these Terms.

19. CONTACT INFORMATION

- If you have any questions, please contact Fearless Zen Honour at: Email: support@fearlesszenhonour.com.