

# Terms and Conditions

## 1. Who are we?

These Website Terms of Use (together with the Additional Terms set forth herein, “Terms”) set forth the terms and conditions applicable to and governing your, the user, member or customer (“you” or “your” being interpreted accordingly) access to and use of the website (“Site”) and applications designed for download and use on mobile, tablet, smart watch and other personal devices, and all Content (as defined herein) incorporated into and presented through such websites and applications (collectively, “Digital Properties”) made available by SAGL, LLC and its subsidiaries operating under the Line and Saguaro brands (“SAGL”, “we”, “us” and “our” being interpreted accordingly). By using the Digital Properties, and the features and services made available through the Digital Properties, you are acknowledging that you have read, understand and agreed to these Terms and expressly agree that they form a binding contract between you and us. The Digital Properties are not targeted at children under the age of 13, and they are not permitted to use the Digital Properties. We strongly encourage all parents and guardians to monitor the Internet use by their children. If you use the Digital Properties, you affirm you are at least 13 years old.

## 2. Changes to the terms

These Terms may change as we continue to evolve our business, as well as the Digital Properties or any portion thereof. If we change these Terms, we will post the revised document here and such changes will be effective immediately upon that posting. Your continued use of the Digital Properties constitutes your acceptance of such changes and agreement to be bound by the modified Terms, and so we recommend that you review these Terms periodically when accessing or using the Digital Properties.

These terms were last updated: [August 30, 2021]

To the maximum extent legally permitted, you cannot link to or seek to extract data from this Site or reutilize any part of this Site or Content for any commercial purpose or use our Trade Marks in a way that suggests that you or your business has any endorsement from or affiliation to us or other companies in SAGL without our prior written permission (at our sole discretion).

## 3. Account

You may browse the Site without registering for an account. You will be required to register for an account to use certain features of the Digital Properties. Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account username and password

are personal to you. You will be responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are conducted through your account. You may not transfer or sell access to your account. We will not be liable for any harm related to disclosure of your username or password or the use by anyone else of your username or password. You may not use another user's account without that user's permission. You will immediately notify us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You will have no ownership in your account or your username. Notwithstanding anything to the contrary in these Terms, we reserve the right to deny the creation of, suspend access to or terminate any account(s), or to remove or modify Content, features, functionalities and/or services available to account holders, at any time in its sole discretion and without prior notice or liability to you.

## 4. Content

Your use of the Digital Properties and their contents including, without limit, any text, data, logos, graphics, photographs, images, animations, software, apps, forms, videos, music and other audio/visual materials that you access ("Content") is subject to these Terms. Any Content that you access on the Digital Properties is either owned by us (or third parties who license such Content to us) and is made available only for your own personal use on the condition that you must not republish, post, transmit, edit, adapt, syndicate or distribute any Content without our prior written permission. The names 'Line, 'Saguaro, and other business names and logos displayed on the Digital Properties may be trade marks belonging to us or other companies in our Group ("Trade Marks").

To the maximum extent legally permitted, you cannot link to or seek to extract data from the Digital Properties or reutilize any part of the Digital Properties or Content for any commercial purpose or use our Trade Marks in a way that suggests that you or your business has any endorsement from or affiliation to us or other companies in our Group, or in any other way, without our prior written permission (at our sole discretion). No act of downloading or copying from, or otherwise using, the Digital Properties, even with our permission, will transfer any title, interest or right in or to any Digital Property or Content to you. We hereby expressly reserve all rights not expressly granted in and to the Digital Properties and Content.

## 5. Links to other websites

The Digital Properties may link to third-party websites from time to time. These links are provided for your convenience only. We do not control third-party websites and are not responsible for their contents or how they operate. Where the Digital Properties include any links to third-party websites, this does not imply any endorsement by us of the goods, services or materials made available on such websites. YOU ACKNOWLEDGE THAT (TO THE MAXIMUM EXTENT LEGALLY PERMITTED AND UNLESS WE STATE OTHERWISE) WE SHALL NOT BE LIABLE IN RESPECT OF YOUR USE OF THOSE THIRD-PARTY WEBSITES OR ANY PURCHASE YOU MAKE THROUGH THEM. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF OR RELIANCE ON ANY THIRD-PARTY SITES.

## 6. Use and acceptable conduct

You must only use the Digital Properties for legal purposes in accordance with these Terms and are prohibited from using our Digital Properties to engage in any fraudulent activity or in a manner that (in our reasonable opinion) is liable to damage our business or harm other users. Your use of our Digital Properties is subject to our membership rules and other policies or guidelines that we may communicate to you from time to time.

You also undertake that any personal data and other information you may provide to us when registering or signing up to any services on the Digital Properties is complete, accurate and up to date. In relation to any material you submit to us or post on the Digital Properties, you undertake to us that either you own this material or have the necessary rights, clearances and or approvals you need to submit or post such material.

Subject to your compliance with these Terms, we give you the limited, non-exclusive, non-transferable, and revocable right to access and use the Digital Properties solely for your personal and non-commercial use. However, we do not give you any right to, and you hereby agree not to:

- Use the Digital Properties or any portion thereof for any commercial use or for the benefit of any other person or entity, including without limitation by selling, renting, leasing, assigning, transferring, hosting, or otherwise commercially exploiting any Digital Property or any portion thereof;
- Copy, stream, reproduce, duplicate, archive, store (other than standard browser caching), download, publish, modify, make derivative works of, reverse engineer, translate, or distribute any Digital Property or portion thereof by any means, other than as expressly allowed by these Terms or as otherwise clearly contemplated by the features and functionalities of the Digital Properties.
- Remove, alter, bypass, avoid or circumvent any copyright, trademark or other

proprietary notice, digital rights management mechanisms or other content protection measures included in or associated with the Digital Properties or any Content.

- Use any software robots, spiders, crawlers, or similar data mining, gathering or extraction tools or methods, whether automated, programmed or manual, including without limitation to access, acquire, copy, monitor or make submissions through any portion of the Digital Properties.
- Knowingly or intentionally take any other action that may impose an unreasonable burden or load on the Digital Properties or its servers and infrastructure. Any unauthorized use by you, or otherwise under your account or on your computer or personal device, of the Digital Properties any portion thereof will immediately terminate the limited rights granted to you under these Terms, and such termination will be without prejudice to any other right or remedy we may have under applicable law or in equity. You agree to compensate us in relation to any third-party legal actions or claims that are made against us and for any associated losses, damages or expenses (including any legal expenses) that we suffer as a result of you breaching your obligations or undertakings in this Section 4.

You agree that you will comply with all applicable laws, rules and regulations, and that you will not: Use the Digital Properties for any unlawful purpose; Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company; Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or © any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication; Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, or contains any personal contact information or other personal information identifying any third party; Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability; Harvest or collect information about Digital Properties users.

## 7. Infringement claims

Under the Digital Millennium Copyright Act of 1998 and the Copyright, Designs and Patents Act 1988 (the "Copyright Acts") if you believe in good faith that any content on the Digital Properties infringes your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your (or your agent's) physical or electronic signature; (b) identification of the copyrighted work on our Digital Properties that is claimed to have been infringed (or a representative list if multiple copyrighted

works are included in one notification); © identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the Digital Properties; (d) your name, address, telephone number and email address (if available); (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you or your agent is authorized to act on behalf of the copyright owner. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice. You may read more information about the Copyright Acts at <http://www.loc.gov/copyright>.

Notices and counter-notices should be sent to [legal@sohohouse.com](mailto:legal@sohohouse.com). There can be penalties for false claims under the Copyright Acts. We suggest that you consult your legal advisor before filing a notice or counter-notice. It is our policy to terminate, in appropriate circumstances, the access rights to the Digital Properties of repeat infringers.

## 8. Our liability

Nothing in these Terms shall exclude or limit our liability for fraud or for death or personal injury resulting from our negligence (or the negligence of our employees or agents) or where applicable law does not permit us to restrict or exclude particular obligations or liabilities.

While we endeavour to provide the best digital experience we can, including without limitation by offering accurate and current Content, we cannot and do not guarantee that the Digital Properties or any portion thereof will always be fully-functional, current or accurate. Subject to the above paragraph we do not accept any liability for damage to any computer or device that you use to access the Digital Properties or in relation to any loss of data when you use the Digital Properties. In addition, we cannot guarantee that any Content you access or download is free from viruses, worms or other malware, and you should check that you have suitable, up-to-date virus or malware protection on your computer or device.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE DIGITAL PROPERTIES IS AT YOUR SOLE RISK, AND THAT THE DIGITAL PROPERTIES, AND ALL ASPECTS THEREOF, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION: (1) WARRANTIES OF MERCHANTABILITY, TITLE, AVAILABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE; (2) WARRANTIES THAT THE DIGITAL

PROPERTIES WILL MEET YOUR REQUIREMENTS, OR OPERATE WITH THE DEVICES, HARDWARE OR SOFTWARE YOU USE; OR (3) WARRANTIES THAT YOUR ACCESS TO AND USE OF THE DIGITAL PROPERTIES WILL BE AVAILABLE, UNINTERRUPTED, CURRENT, OR FREE FROM INACCURACIES, ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS OR CODE; OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

While we will correct any errors in the Digital Properties that come to our attention as soon as we reasonably can, we do not undertake or warrant that the Digital Properties or the Content will be completely free from bugs or errors or that the Digital Properties will be available on an uninterrupted basis. You accept that access to the Digital Properties (or certain features) may be interrupted or suspended without notice in the case of IT system issues or where we need to undertake maintenance or due to other reasons beyond our reasonable control.

We do not make any representation and exclude all warranties, terms or conditions (whether express or implied by law or otherwise) in respect of the Digital Properties or Content, including, without limitation, any decision you take on the basis of information provided through the Digital Properties, except that nothing in these Terms shall exclude or restrict your statutory rights or other rights that cannot be excluded or restricted under applicable law. You agree that, to the maximum extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Digital Properties is to stop using and, where applicable, uninstall the Digital Properties.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL SAGL, ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "SAGL PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF USE, LOST DATA, LOST BUSINESS OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE DIGITAL PROPERTIES, OR THESE TERMS. IN ADDITION, IF AND TO THE EXTENT SAGL IS LIABLE FOR ANY DIRECT DAMAGES FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE DIGITAL PROPERTIES, OR THESE TERMS, THEN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF SAGL FOR SUCH DIRECT DAMAGES WILL BE LIMITED TO TEN DOLLARS (\$10.00 USD).

## 9. Indemnification

You agree to defend, indemnify and hold the us harmless from and against any claims, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorneys' fees), arising out of or in connection with: (1) your access to and/or use of the Digital Properties or any portion thereof; (2) your failure to comply with these Terms or with any applicable law, rule or regulation; (3) your infringement, misappropriation or violation of the Digital Properties or Content or of any third party's intellectual property right; or (4) any activity occurring by or through your account, whether taken by you or another person accessing or using your account, with or without authorization. We will use reasonable efforts to notify you of any claim, action or proceeding subject to the foregoing paragraph once it becomes aware of it, but any failure to provide you with notice shall not limit your indemnification obligations unless you can establish actual prejudice resulted from such failure. We reserve the right, at your expense, to assume the exclusive defense and control of any claim, action or proceeding for which you are required to provide indemnification, and you agree to cooperate with our defense of these claims. You may not settle any claims, actions or proceedings for which you are required to provide indemnification, without our prior written consent.

## 10. Your personal information

We will use the personal information you provide to us in accordance with our [Privacy Policy](#)

## 11. Termination

You may terminate these Terms at any time by ceasing to access and use the Digital Properties and, where applicable, uninstalling the Digital Properties. Please understand, however, if you subsequently decide to resume accessing and using any of the Digital Properties, you will again be bound by the then-current Terms. We may terminate these Terms, in whole or in part, at any time and without prior notice or liability to you, for any reason. However, even after these Terms have been terminated, any provision which by its nature is intended to survive, will survive that termination.

## 12. Privacy & security

How we collect and process your personal data and safeguard your privacy is governed by our [Privacy Policy](#) and which forms part of these Terms. We also have a [Cookie Policy](#) that governs use of cookies and other tracking technologies, which may be used on our Digital Properties.

## 13. Purchase of products or services

If you elect to purchase any products or services which we offer to you through the Digital Properties (or any affiliated website of another SAGL Group company) this may be subject to new and/or additional terms and conditions which will be notified to you at the time.

## 14. Invalidity & waiver

If any of these Terms is found by a court or a regulator to be invalid or unenforceable the other provisions shall continue to apply to the maximum extent legally permitted. No waiver of any of these Terms shall be effective unless made in writing by us and a waiver (or non-enforcement) shall not be construed as a waiver of any subsequent breach.

## 15. Force majeure

We will not be responsible and will not pay any compensation where we are preventing or delayed from performing our obligations due to an event beyond our reasonable control, including but not limited to flood, earthquake, mechanical breakdown, IT failure, fire, adverse weather conditions, acts of terrorism, gas, water or other utilities.

## 16. Transfer

We may transfer this agreement to someone else: We may transfer our rights and obligations under these terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

## 17. Delay

Even if we delay in enforcing this contract, we can still enforce it later: If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.



## 18. GOVERNING LAW

In the event of any dispute between you and us concerning these Terms, the laws of the United States will apply. If you wish to take court proceedings against us, you should do so within the United States, except to the extent that applicable law in your country of residence requires mandatory application of another law and/or jurisdiction and/or language and such requirement cannot lawfully be excluded under these Terms in which case such law and/or jurisdiction and/or language shall apply, as far as legally required.

## 19. Alternative dispute resolution, arbitration agreement and class action waiver

If you are located in the United Kingdom or Europe, you may use the following process if you wish to bring a dispute regarding your use of the Digital Properties:

### Alternative dispute resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, and you live in the UK or Europe you may want to refer your matter to RetailADR via their website at <https://www.retailadr.org.uk/>. RetailADR is approved by the government to provide alternative dispute resolution services. They will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. We do not intend to initiate dispute resolution through RetailADR ourselves, but you are always entitled to do so and if you do lodge a complaint with RetailADR, we will engage with Retail ADR in relation to your complaint. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform, which you can access at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

If you are located in the United States, the following arbitration provisions shall apply to your use of the Digital Properties:

### Arbitration Agreement

By using the Digital Properties, you and SAGL agree to submit any and all Disputes (as defined below) to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which shall govern the interpretation and enforcement of this arbitration agreement (“ Arbitration Agreement ”). Arbitration shall be before either (1)

JAMS (formerly known as Judicial Arbitration and Mediation Services), [www.jamsadr.com](http://www.jamsadr.com), or (2) the American Arbitration Association (“AAA”), [www.adr.org](http://www.adr.org). If you initiate arbitration, you shall have the choice as between these two arbitration forums; if we initiate arbitration, it shall have the choice as between these two arbitration forums.

WE EACH AGREE THAT, EXCEPT AS PROVIDED IN THE DEFINITION OF DISPUTES BELOW, ANY AND ALL DISPUTES WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT BY A JUDGE OR JURY, IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

### Class Action Waiver

By using the Digital Properties, you agree that the arbitration of any Dispute (as defined below) shall be conducted on an individual, not a class-wide basis, and that no such arbitration proceedings may be consolidated with any other arbitration or other legal proceedings involving us or any other person. You further agree that you, and anyone asserting a claim through you, will not be a class representative, class member, or otherwise participate in a class, representative, or consolidated proceeding against us. We and you agree that the arbitrator of any Dispute between us may not consolidate more than one person’s claims and may not otherwise preside over any form of a class or representative proceeding or claim (such as a class action, representative action, consolidated action or private attorney general action).

If the foregoing class action waiver (“Class Action Waiver”) or any portion thereof is found to be invalid, illegal, unenforceable, unconscionable, void or voidable, then the Arbitration Agreement will be unenforceable, and the Dispute will be decided by a court. Any claim that all or part of the Class Action Waiver is invalid, illegal, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

### Definition of Dispute

Except as described below, the term “ Dispute ” in this Arbitration Agreement and Class Action Waiver means any dispute, claim, or controversy between you and us regarding any aspect of your relationship with us, whether based in contract, statute, regulation, ordinance, tort (including without limitation fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal, statutory or equitable theory, and includes the validity, enforceability or scope of these

Terms, except for the scope, enforceability and interpretation of the Arbitration Agreement and Class Action Waiver.

However, “Disputes” SHALL NOT include claims that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable, or any claim for public injunctive relief, i.e., injunctive relief that has the primary purpose and effect of prohibiting alleged unlawful acts that threaten future injury to the general public. Such claims may be determined only by a court of competent jurisdiction and not by an arbitrator.

### How Will the Arbitration Work?

Either you or we may initiate arbitration proceedings. The arbitration will be conducted before a single arbitrator. The arbitration will be an individual arbitration and shall in no event be commenced as a representative or class arbitration.

If you or we initiate arbitration, you and we have a choice of doing so before JAMS or the AAA. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases will apply. Which particular rules apply in AAA arbitration will depend on the applicable claim. Payment of all filing, administration and arbitrator fees will be governed by JAMS’s rules. We will reimburse those fees for claims totalling less than \$10,000 unless the arbitrator determines the claims are frivolous, but in no event will we pay for attorneys’ fees. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

### Where Will the Arbitration Be Held?

You can bring the arbitration in either New York or in the state where you live if there is a JAMS or AAA in that state. In the event that we initiate an arbitration, we will only do so in the state where you live before either JAMS or AAA, unless there is no JAMS or AAA in your state, in which case we may initiate the arbitration in New York. As set forth in “Governing Law” section above, the arbitrator will apply New York law.

## 20. Contact

If you have any questions or complaints regarding the Digital Properties or these Terms, you can contact us at [events@thesaguaro.com](mailto:events@thesaguaro.com)  
ADDITIONAL TERMS FOR APPS

The following terms (the “Additional Terms for Apps”) apply to any applications designed for download and use on mobile, tablet, smart watch or other personal devices which we may make available as part of the Digital Properties (the “Apps”). You acknowledge and agree that the availability of each App is dependent upon the third-party app store from which you download the App (the “App Store”). You acknowledge that these Terms are between you and us, and not with the applicable App Store. Each App Store may have its own terms and conditions to which you must agree before downloading an App from it, and the limited rights we grant you to use the App are conditioned upon your compliance with any and all terms and conditions of such App Store.

1. **Scope of License:** The license granted to you under the Terms is limited to a non-transferable license to use the App on the applicable phone, tablet, watch or other product or device that you own or control, as permitted by the Usage Rules set forth in the applicable App Store Terms of Service.
2. **Legal Compliance:** You represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.