

CODA STUDIO BEACH CLUB PROGRAM TERMS & CONDITIONS

The terms and conditions set forth below ("Terms and Conditions") apply to the CODA STUDIO Beach Club Program ("Beach Club Program"). These Terms and Conditions are between you ("Member" or "you") and Coda Studio, Inc. ("CODA STUDIO", "we" or "us"). By registering for, joining or using the Beach Club Program, you hereby consent to enter into an electronic agreement and for CODA STUDIO to send to you electronic communications about your Beach Club Program ("Beach Club"), as further set forth below, and you hereby agree to these Terms and Conditions and the CODA STUDIO Privacy Policy.

For information on the CODA STUDIO Privacy Policy, view the [CODA STUDIO Privacy Policy](#), as it may be amended by CODA STUDIO from time to time.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN THE "GOVERNING LAW; ARBITRATION" SECTION BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

Consent to Electronic Communications

By registering, joining or using the Beach Club Program, you are consenting for CODA STUDIO to send to you electronic communications about the Beach Club Program and your Beach Club.

Categories of Communications. You consent to receive communications relating to your Beach Club in electronic form. The communications covered by your consent may include, but are not limited to: (i) any initial disclosure statement or agreement governing your Beach Club, including these Terms and Conditions; (ii) any disclosure required by federal, state, provincial, territorial or local law, including any disclosure under the federal Electronic Fund Transfer Act, the federal Fair Credit Reporting Act and the financial privacy provisions of the Gramm-Leach-Bliley Act; (iii) any letter, notice or alert regarding your Beach Club, including, but not limited to, notices regarding expiration and renewal of your Beach Club, and any change to your Beach Club; and (iv) any other disclosures, notices or communications in connection with the application for, opening of, and maintenance of your Beach Club. Such electronic communications may include your name and certain information about your Beach Club, including the expiration date of your Beach Club and Beach Club renewal fee. Electronic communications may be reviewed by any party, including us, with access to your Beach Club, the email account you have provided to us for delivering these communications, or the hardware or software you use to view your Beach Club information or your email account.

How to Withdraw Your Consent. You may not apply online for a Beach Club, and you may not register your Beach Club for online services (including electronic statements or mobile alerts), unless you also provide your consent to receive electronic communications. If you have registered for online services (such as electronic statements or mobile alerts) and you subsequently wish to withdraw your consent to receive future electronic communications, you must withdraw your consent to stop receiving electronic communications. Any withdrawal of your consent to electronic communications will be effective only after a 10-day delay, to process such withdrawal request.

How to Update Your Records. You agree to promptly update your contact information, including your email address, if it changes, by providing such updated information through your online account with CODA STUDIO (at CODA.STUDIO, or by calling (800) 416-7615

Hardware and Software Requirements. In order to access your Beach Club and any related electronic communications, you must have a computer, mobile device or other device with Internet-browsing capabilities; an SSL-enabled web browser that supports HTML 5, JavaScript and CSS3; an Internet connection; and sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software. Such hardware or software requirements may change from time to time. We will post on our websites offering the Beach Club Program, any changes in such requirements that may affect your access to electronic communications related to your Beach Club. You should periodically check for such posted information.

Paper Copies of Communications. Upon your request, we will provide you with a paper copy of any communication that we provide to you electronically. If you would like a paper copy of any such communication, please email us at: CODA STUDIO Info@Coda.Studio or call (800) 416-7615 There will be no charge for any paper copy.

Communications in Writing. All communications in either electronic or paper format from us to you will be considered to be in writing. You should print or download a copy of this consent, these Terms and Conditions and any other electronic communication that is important to you for your records.

Electronic Signatures. You acknowledge that by clicking on the "Join Now", "Sign In to Join", "Continue" or a similar button provided in connection with these Terms and Conditions, you are indicating your intent to sign up for electronic communications, and that such action shall constitute your signature.

US Federal Law. You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

Beach Club Program Benefits

The Beach Club Program is a paid Beach Club program that, subject to these Terms and Conditions and applicable law, provides Beach Club of the Beach Club Program with the following Gallery and online benefits:

- 20% savings every day on all full-priced items* from CODA STUDIO
- Additional 20% savings on all sale items*
- Complimentary services with CODA STUDIO Interior Design
- Dedicated customer service email address: [CODA STUDIO Beach Club@Coda.Studio](mailto:CODA_STUDIO_Beach_Club@Coda.Studio)

*Limited exclusions apply. See Benefit Exclusions below.

Benefit Exclusions

Beach Club Program benefits do not apply to purchases made at any CODA STUDIO Outlet store, CODA STUDIO Warehouse Sale, CODA STUDIO Sample Sale. Certain products may be excluded from the Beach Club Program benefits, including, without limitation, Tempur-Pedic® foundations.

The Beach Club Program benefits cannot be used in conjunction with any coupon or with any corporate or prearranged group discount, unless specifically stated otherwise in the applicable coupon or discount.

This Beach Club Program is for individual consumers only and is not available to any company or corporate entity/enterprise. If you are a company or corporate entity/enterprise, please ask an CODA STUDIO associate for details about our CODA STUDIO Trade or CODA STUDIO Contract Programs. Without limiting the foregoing, the Beach Club Program benefits cannot be used in conjunction with employee discounts, preferred friends discount or corporate or institutional discounts. CODA STUDIO may also offer certain existing or new programs, promotions, merchandise categories and other offers that are not eligible to be combined with Beach Club Program benefits.

Beach Club Program discounts cannot be used toward the purchase of gift cards, applicable fees for swatches, gift boxes, personalization/monogramming, shipping and handling or toward applicable taxes.

Beach Club Program Terms and Conditions

You must be at least eighteen (18) years of age or older, or at least nineteen (19) years of age or older in certain provinces of Canada, depending on the age of majority in the place of your residence, to register for, join or use the Beach Club Program.

BEACH CLUB PROGRAM FEE, TERM AND RENEWALS

THE FEE FOR THE BEACH CLUB PROGRAM (THE "BEACH CLUB FEE") IS ONE HUNDRED FIFTY DOLLARS (USD \$150.00) PER YEAR FOR U.S. RESIDENTS, PLUS ANY APPLICABLE TAXES, AND IS NON-REFUNDABLE., CODA STUDIO MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, CHANGE THE BEACH CLUB FEE FROM YEAR TO YEAR. INITIAL MEMBERSHIP IS FOR TWO YEARS. DUES ARE PAID ONCE ANNUALLY AND MAY NOT BE SPLIT INTO PAYMENTS.

FOR RESIDENTS OF THE U.S. YOUR BEACH CLUB WILL RENEW AUTOMATICALLY EACH YEAR ON OR ABOUT THE ANNUAL ANNIVERSARY OF YOUR SIGN-UP DATE (UNLESS YOU CANCEL YOUR BEACH CLUB). UNLESS YOU NOTIFY US BEFORE A BEACH CLUB FEE CHARGE THAT YOU WISH TO CANCEL YOUR BEACH CLUB ACCOUNT OR THAT YOU DO NOT WISH TO AUTO RENEW YOUR BEACH CLUB, YOU UNDERSTAND AND EXPRESSLY AGREE THAT YOUR BEACH CLUB WILL AUTOMATICALLY CONTINUE FOR ANOTHER YEAR AND YOU AUTHORIZE CODA STUDIO (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT AND CHARGE THE THEN-APPLICABLE BEACH CLUB FEE, ANY APPLICABLE TAXES AND ANY APPLICABLE CURRENCY CONVERSION FEE, EACH YEAR USING ANY CREDIT CARD CODA STUDIO HAS ON FILE FOR YOU.

IF YOU WISH TO CANCEL YOUR BEACH CLUB, YOU MAY DO SO BY ADJUSTING YOUR SETTINGS IN "MY ACCOUNT" OR BY CALLING (800) 416-7615.

YOU MAY OPT-IN TO RECEIVE BEACH CLUB RENEWAL REMINDERS VIA EMAIL BY ADJUSTING YOUR SETTINGS IN "MY ACCOUNT". IF YOU HAVE OPTED-IN TO EMAIL REMINDERS, WE WILL SEND YOU A

RENEWAL REMINDER THREE (3) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT BEACH CLUB TERM. IF YOU RESIDE IN A STATE OR PROVINCE WHERE SPECIFIC RENEWAL NOTIFICATIONS ARE REQUIRED, YOU WILL RECEIVE A RENEWAL REMAINDER VIA EMAIL WITHIN THE APPLICABLE TIMEFRAME REQUIRED BY LAW IN YOUR STATE OR PROVINCE. RENEWAL NOTIFICATIONS WILL INCLUDE INSTRUCTIONS ON HOW TO CANCEL YOUR BEACH CLUB TO AVOID ANY FUTURE CHARGE.

IF YOUR PAYMENT CARD IS DECLINED, WE MAY CONTINUE ATTEMPTING TO PROCESS YOUR BEACH CLUB FEE UNTIL THE CHARGE IS APPROVED BY YOUR PAYMENT CARD ISSUER. IN ADDITION, YOU AGREE TO PROVIDE US WITH ALTERNATE PAYMENT CARD INFORMATION FOR PURPOSES OF PROCESSING ANY CHARGES OWED BY YOU, INCLUDING ANY APPLICABLE BEACH CLUB FEE. WE AND OUR THIRD PARTY PAYMENT SERVICE PROVIDERS MAY REQUEST, AND MAY RECEIVE FROM ANY OF YOUR PAYMENT CARD ISSUERS OR ANY PAYMENT CARD NETWORK, UPDATED PAYMENT CARD INFORMATION, SUCH AS CANCELLATION OF ANY PAYMENT CARD ACCOUNT, UPDATED PAYMENT CARD NUMBERS OR EXPIRATION DATES. IF SUCH UPDATED INFORMATION IS PROVIDED TO US AND/OR ANY OF OUR THIRD-PARTY PAYMENT SERVICE PROVIDERS, WE MAY USE THAT INFORMATION TO PROCESS ANY PAYMENT THAT YOU HAVE AUTHORIZED US TO CHARGE TO SUCH PAYMENT CARD, INCLUDING PAYMENT FOR ANY APPLICABLE BEACH CLUB FEE OR ANY MEMBER PURCHASES. BY ENROLLING IN THE BEACH CLUB PROGRAM, YOU HEREBY AUTHORIZE CODA STUDIO AND ITS THIRD PARTY PAYMENT SERVICE PROVIDERS TO UPDATE YOUR PAYMENT CARD INFORMATION AND CHARGE YOUR PAYMENT CARD USING ANY SUCH UPDATED PAYMENT CARD INFORMATION. YOUR PAYMENT CARD ISSUER MAY ALLOW YOU TO OPT OUT OF PROVIDING UPDATED CARD INFORMATION. FOR MORE INFORMATION, PLEASE CONTACT YOUR PAYMENT CARD ISSUER.

ALL SALES OF THE BEACH CLUB PROGRAM ARE FINAL.

Except as expressly set forth in these Terms and Conditions, or as otherwise required by applicable law, paid Beach Club Fees are non-refundable. If you decide to cancel your Beach Club, your Beach Club will automatically expire at the end of your then-current Beach Club term.

You may include your spouse/partner as an additional Member on your Beach Club, provided that you and your spouse/partner share the same billing address. No more than two (2) Beach Club may share the same Beach Club. Neither a Beach Club nor its benefits are transferable or assignable to, and may not be used by, any individual not listed on such Beach Club in accordance with these Terms and Conditions.

You may join the Beach Club Program online, at any CODA STUDIO gallery or by calling (800) 416-7615.

For Beach Club Program benefits to apply to a particular purchase, your Beach Club must be active and available at the time of purchase. You may either present your Beach Club card to the CODA STUDIO associate, or provide the CODA STUDIO associate with your name, email address and/or phone number to verify your Beach Club, so that you receive your applicable Beach Club Program benefits. Your Beach Club will become active at the time of joining the Beach Club Program and its benefits may be applied immediately to any purchase made after you become a Member. At CODA STUDIO's discretion, you may be eligible to receive retroactive Beach Club Program benefits for purchases made by you up to thirty (30) days prior to enrolling in the Beach Club Program as a one-time courtesy. However, you will not receive any retroactive benefits for purchases made after your Beach Club is terminated unless you re-enroll.

Enrollment and participation in the Beach Club Program are voluntary, optional and not required to complete any transaction or sale, including, but not limited to, any credit or debit card transaction.

CODA STUDIO reserves the right, in its sole and absolute discretion, to exclude any individual(s) from the Beach Club Program or to terminate any Beach Club, for any reason, including, without limitation, abuse of the Beach Club Program, failure to follow these Terms and Conditions, or fraud, misrepresentation or other conduct detrimental to the interests of CODA STUDIO. Any such exclusion or termination may affect eligibility for further participation in the Beach Club Program and/or any other CODA STUDIO program.

The Beach Club Program makes available special discounts, savings and/or complimentary access (as applicable) with respect to certain goods and services, as expressly provided in these Terms and Conditions. Notwithstanding anything herein to the contrary, no services are made available pursuant to these Terms and Conditions; and services made available by CODA STUDIO are made available subject to separate terms, and certain goods may be subject to separate terms as well.

Important Note to New Jersey Consumers

If you are a consumer residing in New Jersey, the following provisions of these Terms and Conditions do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey

law: (a) in the "Disclaimers; Limitations of Liability" section below, the disclaimer of liability for any indirect, incidental, punitive and consequential damages of any kind (for example, to the extent unenforceable under the New Jersey Punitive Damages Act, New Jersey Products Liability Act, New Jersey Uniform Commercial Code and New Jersey Consumer Fraud Act; (b) in the "Disclaimers; Limitations of Liability" section below, the limitation on liability for loss, misappropriation and/or theft of data, goodwill, income or profit, loss of or damage to property of any kind, and any other intangible losses (for example, to the extent unenforceable under the New Jersey Identity Theft Protection Act and New Jersey Consumer Fraud Act); (c) in the "Disclaimers; Limitations of Liability" section below, application of the limitations of liability to the recovery of damages that arise under breach or repudiation of contract, tort, civil liability, negligence, gross negligence or strict liability (for example, to the extent such damages are recoverable by a consumer under New Jersey law, including the New Jersey Products Liability Act; and (d) in the "Governing Law; Arbitration" section below, the New York governing law provision (for example, to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law).

Changes to Beach Club Program and these Terms and Conditions

CODA STUDIO may, in its sole and absolute discretion, change any provision of these Terms and Conditions, including, without limitation, Beach Club Program benefits, exclusions and fees, at any time and without liability. CODA STUDIO may notify you of such changes by any reasonable means, including by posting revised Terms and Conditions on this page or on our websites offering the Beach Club Program. Any change to these Terms and Conditions shall take effect immediately, unless otherwise provided by CODA STUDIO or otherwise required or prohibited by law. You may view the current version of the Terms and Conditions at any time at any CODA STUDIO website.

To the extent required by applicable law in Canada, CODA STUDIO will notify you of changes to the Terms and Conditions, and such notice will be sent to you at least thirty (30) days before the changes come into force, and will set out the new clause only (or the amended clause and the clause as it read formerly). If you do not agree to the changes to the Terms and Conditions set forth in the applicable notice, you may stop using your Beach Club Program benefits and cancel your Beach Club without cost, penalty or cancellation indemnity. If you are a resident of Quebec, no later than thirty (30) days after the changes come into force, you may cancel your Beach Club or send us a notice that you reject the amended terms and no longer wish to continue your Beach Club. Any such changes will not apply to any dispute between CODA STUDIO and you arising prior to the date on which we posted the revised Terms and Conditions incorporating such changes or otherwise notified you of such changes.

You may also obtain a copy of the current Terms and Conditions by calling (800) 416-7615. It is your responsibility to check or review the Terms and Conditions from time to time to keep informed of changes. The "Last Updated" legend above indicates when these Terms and Conditions were last changed.

To the fullest extent permitted by applicable law, if you continue to use your Beach Club after we change these Term and Conditions, or if you do not cancel your Beach Club as described above, you will be indicating your acceptance of such changes. If any change to these Terms and Conditions is for any reason found invalid, void or unenforceable, such change is severable and will not affect the validity and enforceability of any remaining change or any other provision of these Terms and Conditions.

Accuracy of Information

We expect Beach Club to submit and maintain accurate and current information in connection with their Beach Club. Such information includes, without limitation, name, address, email address and phone number. Beach Club are responsible for ensuring that all of their account information is up-to-date and accurate (as account information such as, without limitation, a Member's billing address may affect certain Beach Club renewal terms and legally mandated notice requirements). Periodically, we may use the U.S. and Canada National Change of Address (NCOA) system to update the mailing addresses for Beach Club in our database, through information provided by the United States Postal Service. Beach Club can change their Beach Club information by: (i) updating their Member profile data through an authenticated website account; (ii) requesting an update from an CODA STUDIO associate at the customer service center or any gallery; or (iii) calling (800) 416-7615. We are not responsible or liable for any correspondence (including any physical mail or email) that is lost, delayed or misdirected.

Marketing & E-Mail Communication

Unless you expressly opt-out, by joining the Beach Club Program, you, to the extent permitted by applicable law, automatically subscribe to CODA STUDIO's marketing and e-mail exclusives and will receive, and agree to receive, promotional mail and emails from CODA STUDIO. The foregoing applies to residents of the U.S. only and does not apply to residents of Canada. For residents of Canada, CODA STUDIO may contact you with CODA STUDIO's marketing and email exclusives to the extent permitted by applicable law in Canada. Unsubscribing from CODA STUDIO's marketing and/or email exclusives will not discontinue your Beach Club. If you do not wish to receive

future marketing and/or email exclusives, you can request that they be discontinued by updating your settings in "My Account" and/or by calling (800) 416-7615. We will seek to implement your request within a reasonable time period (10 days in Canada). Please note that Beach Club who unsubscribe from CODA STUDIO's marketing and/or email exclusives will continue to receive non-marketing emails, postal mail and other communications from CODA STUDIO relating to the Beach Club Program.

DISCLAIMERS; LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) USE OF THE BEACH CLUB PROGRAM AND ANY OF ITS ASSOCIATED BENEFITS IS AT YOUR SOLE RISK; (B) THE BEACH CLUB PROGRAM AND ITS BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (C) CODA STUDIO AND ALL OF ITS AFFILIATES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY, "BEACH CLUB PROGRAM PROVIDERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; AND (D) BEACH CLUB PROGRAM PROVIDERS MAKE NO WARRANTY THAT: (I) THE BEACH CLUB PROGRAM WILL MEET YOUR REQUIREMENTS; (II) THE BEACH CLUB PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU IN CONNECTION WITH YOUR USE OF THE BEACH CLUB PROGRAM WILL MEET YOUR EXPECTATIONS.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW; (Y) BEACH CLUB PROGRAM PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR APPLICATION FOR BEACH CLUB IN, YOUR PARTICIPATION IN, YOUR BEACH CLUB IN AND/OR THE TERMINATION OF YOUR BEACH CLUB IN, THE BEACH CLUB PROGRAM; AND (Z) THE FOREGOING IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, LOSS, MISAPPROPRIATION AND/OR THEFT OF DATA, GOODWILL, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY OF ANY KIND, ANY OTHER INTANGIBLE LOSSES AND CLAIMS OF THIRD PARTIES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE BEACH CLUB PROGRAM OR ANY BENEFITS THEREOF; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO IN CONNECTION WITH THE BEACH CLUB PROGRAM; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR BEACH CLUB PROGRAM DATA; OR (IV) ANY OTHER MATTER RELATING TO THE BEACH CLUB PROGRAM OR YOUR BEACH CLUB.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: THE MAXIMUM COLLECTIVE LIABILITY OF THE BEACH CLUB PROGRAM PROVIDERS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, HOWEVER ARISING, SHALL BE EQUAL TO THE GREATER OF (1) THE BEACH CLUB FEES ACTUALLY PAID BY YOU TO THE BEACH CLUB PROGRAM PROVIDERS IN EXCHANGE SOLELY FOR THE RIGHT TO USE THE BEACH CLUB PROGRAM IN THE PREVIOUS TWELVE (12) MONTHS; AND (2) ONE HUNDRED FIFTY U.S. DOLLARS (\$175.00). EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW, THE LIMITATIONS SET FORTH HEREIN SHALL APPLY WITH RESPECT TO ANY THEORY OF LEGAL LIABILITY, INCLUDING BREACH OR REPUDIATION OF CONTRACT, TORT, CIVIL LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, BY AGREEING TO THESE TERMS AND CONDITIONS, YOU WILLINGLY AGREE THAT YOU HAVE RELINQUISHED YOUR RIGHT TO SEEK DAMAGES FROM THE BEACH CLUB PROGRAM PROVIDERS AS SET FORTH HEREIN, AND THAT SUCH LIMITATION REFLECTS A REASONABLE ALLOCATION OF RISK.

SOME JURISDICTIONS (AND THE LAWS OF CERTAIN JURISDICTIONS) OTHER THAN NEW JERSEY, INCLUDING THE QUEBEC CONSUMER PROTECTION ACT, DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES; ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Termination

We may terminate or decline to renew your Beach Club at our reasonable discretion, including if we suspect that you have breached any provision of these Terms and Conditions, and as otherwise provided herein. No failure to insist upon or enforce strict compliance with these Terms and Conditions will constitute a waiver of any provision hereof or any of our rights.

Governing Law: Arbitration

Subject to applicable law, these Terms and Conditions are governed by the laws of the United States (including the Federal Arbitration Act and other federal arbitration law) and the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND CODA STUDIO, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT CODA STUDIO AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS AND CONDITIONS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTAGE2021425&revision=latestreleased>. If the AAA is unable or declines to administer the arbitration, the arbitration will be administered by JAMS under its Streamlined Arbitration Rules and Procedures, as amended by this Agreement. The Streamlined Arbitration Rules and Procedures are available online at <http://www.jamsadr.com/rules-streamlined-arbitration/>. If both the AAA and JAMS are unable or decline to administer the arbitration, a court of competent jurisdiction may appoint the arbitrator. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, or as otherwise required by the AAA or JAMS, as applicable. If the parties are unable to agree on a location, such determination should be made by the AAA or JAMS, as applicable, or by the arbitrator. The arbitrator's decision will follow these Terms and Conditions and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms and Conditions, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms and Conditions will preclude you from bringing issues to the attention of federal, state, provincial, territorial or local agencies and, if the law allows, they can seek relief against us for you.

Acknowledgement

These Terms and Conditions, including all documents referenced herein, represent the entire understanding between you and CODA STUDIO with respect to the Beach Club Program, and supersede any other agreements, statements or representations with respect to the Beach Club Program. Headings used in these Terms and Conditions are for reference only, and shall not affect the meaning of any terms. Any Member of the Beach Club Program is deemed to have accepted these Terms and Conditions and the CODA STUDIO Privacy Policy.

Intellectual Property

As between you and CODA STUDIO, all Beach Club Program materials, including all designs, texts, graphics, logos, button icons, images, audio clips, software, and the compilation thereof (including the selection, arrangement and assembly thereof) is the exclusive property of CODA STUDIO, and is protected by United States and international copyright and other intellectual property laws. Unless otherwise indicated on a particular part of the Beach Club Program materials, you are granted permission solely to electronically copy and print portions of the Beach Club Program materials for the sole purpose of using the Beach Club Program materials for your personal, non-commercial use, subject to these Terms and Conditions. Any other use of any Beach Club Program materials (including any reproduction, modification, distribution, republishing, transmission, display or performance) without the prior written permission of CODA STUDIO is strictly prohibited.

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