

Terms of Service

THIS TERMS OF SERVICE ("Agreement") contain the terms and conditions that apply to a company and/or user, as applicable ("User", "you" or "your") of the services (the "Services") made available through the Website located at Tillyinc.com (the "Site") and is between you, your organization, your organization's designated third party service provider(s), if any, and Tilly, Inc. The Services are provided solely as a convenience to you. Please read this Agreement carefully as it governs your use of the Services.

By accepting the Terms of Service portion of the Tilly Registration process, you acknowledge that you have agreed to all of the terms of this Agreement and that you have agreed to become a party to, and legally bound by, this Agreement. If you do not agree to all of the terms of this Agreement, you will not be able to register for or use the Service.

If you have any questions regarding this Agreement, please contact Tilly at info@Tillyinc.com. This Agreement was last revised on May 27, 2016.

- Grant of License.** The Services are owned/provided by Tilly, Inc. ("Tilly"). Tilly hereby grants to you a non-exclusive, non-transferable, non-sublicenseable, world-wide license to use the Services for payment of your balance due to your organization or for your organization's activity or event only, subject to the restrictions in this Agreement. Tilly reserves any rights not expressly granted herein. You shall be solely responsible for hardware and interconnections and telecommunications to access the Services.
- License Restrictions.** You may not: (a) copy the Services or any software or programming related thereto; (b) permit other individuals or companies to use the Services; (c) modify, translate, reverse engineer, decompile, disassemble or create derivative works based upon the Services or any software or programming related thereto; (d) rent, lease, transfer, resell and/or otherwise transfer rights to the Services; or (e) delete or write over any portion of any software relating in any manner to the Services. You also agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, and that you shall not violate or infringe the rights of any third party. Any such forbidden use shall immediately and automatically terminate your license to use the Services without notice.
- Fees.** All charges shall be in the amounts set forth in your agreement with your organization and/or your organization's designated third party service provider(s). Upon entering this Agreement, you have elected to pay either by direct charge to a credit or debit card and in doing so, you hereby authorize Tilly to charge your credit or debit card to pay for any charges that may apply to your account as they accrue on a monthly or other recurring basis, as applicable. You must notify Tilly of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit Tilly from charging your account. You must pay by credit or debit card if you are registering for your organization or your organization's event electronically at the website located at wwwTillyinc.com. Failure to pay within said time period may result in late fees assessed by your organization or your organization's third party service provider(s). Failure to make any payment as set forth herein shall be deemed to be a material breach of this Agreement and shall be sufficient

cause for the immediate termination of this Agreement by Tilly. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees. All charges shall be exclusive of any applicable taxes. You are responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed, other than taxes based on Tilly's net income.

4. **Refunds and Reimbursements.** Tilly is an independent contracting party providing a service for your organization. The payments you make utilizing this service are distributed to your organization or your organization's third party service provider in accordance with your agreement with your organization. Your organization has established a policy regarding refunds and reimbursements of payments made by you, including those payments made utilizing the services of Tilly. Refunds and reimbursements are governed by your agreement with your organization. If for any reason you believe that you are entitled to a refund or reimbursement of a portion or all of the payments you made to your organization through Tilly, you must request said refund or reimbursement directly from your organization. **Tilly shall not issue refunds or reimbursements under any circumstances.**

5. **Term and Termination.** This Agreement may be terminated by any party immediately for any reason or no reason. In any event, this agreement shall terminate upon the last payment date provided to you by your organization or your organization's third party service provider(s). Upon any termination of this Agreement, you shall immediately discontinue use of the Services. Sections 2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive the termination, cancellation, or discontinuance of this Agreement.

6. **Your Information.** You agree to provide true, accurate, current and complete transactional information and any information about you or your company and to maintain and promptly update such information to keep it true, accurate, current and complete.

7. **User Name and Password.** During the registration process, You will create a user name and password and you are fully responsible for maintaining the confidentiality of your user name and password and all activities that occur under your user name and password. Your user name and password are for your use only. You agree to immediately notify Tilly by e-mail at info@tillyinc.com of any unauthorized use of your password or account or any other breach of security.

8. **Modification Discontinuation of Services.** Tilly may, in its sole discretion and at any time, modify or discontinue the Services, or any part thereof. For modified services, you may be requested to accept a modification or new Agreement when you login to your account. If you do not accept the amended Agreement, you will not have access to the Services.

9. **Proprietary Rights.** The Services, including, without limitation, any of Tilly's internet operations, design, content, hardware designs, algorithms, software (in source and object forms), user interface designs, other templates and designs, algorithms, architecture, class libraries, and documentation (both printed and electronic), know-how, good will, moral rights, trade secrets and any related intellectual property rights throughout the world, and any derivative works, improvements, modifications, enhancements or extensions thereof shall remain the sole and exclusive property of Tilly, and you shall have no interest in them whatsoever.

10. **Incorporation of Terms and Conditions of Access and Use.** You agree to follow and be bound by all of the terms and conditions contained in the Terms and Conditions of Access and Use, which bind all users of Tilly's service and website and are incorporated into and made a part of this Agreement by this reference. A copy of the Terms and Conditions of Access and Use is available on the Tilly website, www.Tillyinc.com or upon request.

11. **User Conduct.** You are solely responsible for the contents of your transmissions through the Services. Your use of the Services is subject to all applicable local, state, national and international laws and regulations.

12. **Indemnification.** You agree to immediately notify Tilly of and indemnify and hold Tilly, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services, (including the unauthorized use of your account or any other breach of security known to you), the violation of this Agreement by you, or the infringement by you, or another user using your computer, on any intellectual property or other right of any person or entity.

13. **Disclaimer of Warranties.** You agree that use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis, and Tilly (including, without limitation, its independent consultants, subcontractors, distributors, or any client of Tilly (collectively, "Tilly Third Parties")) assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any of your communications, data, or personalization settings. -Tilly and Tilly Third Parties hereby 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, quiet enjoyment, title, merchantability of computer programs and informational content.

-Neither Tilly nor any Tilly Third Parties make any warranty that the Services will meet your requirements, or that the Services will be uninterrupted, timely, secure, error or virus free; nor does Tilly make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained through the Services or that defects in the software driving the Services will be corrected.

-You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and that you will be solely responsible for any damage to a computer system or loss of data that results from the download of such material and/or data.

-No advice or information, whether oral or written, obtained by you through the Services shall create any warranty not expressly made herein.

-You understand and agree that Tilly is an independent contracting party with your organization and/or your organization's third party service provider(s) and is not an agent of your organization and/or your organization's third party service provider(s). No aspect of this transaction, nor any activities undertaken in relation to this transaction, are intended to establish any relationship of agency, partnership or joint venture between Tilly and your

organization and/or Tilly and your organization's third party service provider(s). You agree that Tilly makes no warranty or guaranty, expressed or implied, with respect to the goods and/or services provided by Tilly or by your organization and/or your organizations third party service provider(s) and all implied warranties are hereby disclaimed including the implied warranty of merchantability and fitness for a particular purpose.

14. **Limitation of Liability.** Neither Tilly, nor its parents, subsidiaries, affiliates, officers and employees, or any Tilly Third Parties shall be liable for any indirect, incidental, special or consequential damages, resulting from or concerning the use or the inability to use the Services or your failure to comply with this Agreement, including but not limited to, damages for loss of profits, use, data or other intangibles, even if advised of the possibility of such damages. In no event shall the total and aggregate liability of Tilly, it parents, subsidiaries, affiliates, officers and employees, or any Tilly Third Party under this Agreement for any cause of action or reason whatsoever exceed \$5.00. Your sole and exclusive remedy under this Agreement is to discontinue the use of the Services. The liability of any party under this Agreement shall be cumulative and not per incident.

15. **Notices.** Unless otherwise provided herein, notices given by Tilly to you will be given by e-mail or by conventional mail. Notices will be sent to the e-mail address or mailing address you provide to Tilly as part of the registration process, or to updated addresses which you provide to Tilly via notice consistent with this paragraph. Notices given by you to Tilly must be given by e-mail to info@tillyinc.com or such updated address and number as Tilly may provide you consistently with this notice provision. Notwithstanding anything herein to the contrary, it is your sole responsibility to update your address for notices hereunder, and notice sent to the e-mail or conventional mailing address last provided by you to Tilly shall be valid and binding on you regardless of whether such address has been changed, canceled, has expired, has been terminated, or otherwise becomes inoperative.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania notwithstanding any conflict of laws provisions. You irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the state and federal courts of Pennsylvania (the "Pennsylvania Courts") for any litigation or controversy arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the Pennsylvania Court of Common Pleas of Butler County or the United States District Court for the Western District of Pennsylvania, Pittsburgh Division and (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum.

17. **General.** If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Any failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Agreement may be assigned in whole or in part by Tilly. This Agreement may not be assigned in any manner by you without the express, prior written permission of Tilly.

Privacy Policy & Online Data Collection Notice

Tilly, Inc. ("Tilly") is committed to respecting your privacy. Please read the following policy to understand how your personal information will be treated. This policy is subject to change without notice.

1. What personally identifiable information is collected from me?

This notice applies to all information collected or submitted on the Tilly, Inc. website. On some pages, you can make payments to your organization, make requests, and register and make payments for your organization's event. The types of personal information collected at these pages are: Name, Address, E-mail address, Phone number, and Credit/Debit Card Information. We may also ask you to voluntarily provide us with information regarding your personal or professional interests, demographics, and experience with the services we provide and contact preferences. Wherever Tilly collects personal information, we make an effort to include a link to this Privacy Policy and Online Data Collection Notice on that page.

2. What are cookies and how are they used by Tilly?

Tilly may place Internet cookies on your hard drive. Internet cookies are small files that may be placed on your hard disk for record-keeping purposes. Cookies are used to (a) remind us of who you are in order to deliver you better service; (b) estimate our audience size by determining repeat usage of the Website to help target advertisements based on user interests and behavior; (c) track your progress and entries in promotions, sweepstakes and contests, if any; and (d) measure certain traffic patterns for use as a research tool to understand how our users' habits are similar or different from one another. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it. By not accepting cookies, some Web pages may not display properly or you may not be permitted to access certain information. Tilly may also collect IP addresses (the Internet address of a computer) to track a user's session while the user remains anonymous. We analyze this data for certain trends in statistics, such as which parts of our site users are visiting and how long they spend there. In general, we do not link your IP addresses to anything personally identifiable to you.

3. How is my information used?

Tilly will not sell, rent or lease your personally identifiable information to others without your consent. The information you provide will be used to support your customer relationship with Tilly. We use the information you provide about yourself when registering for your organization's activity or event or when making payments for your organization's activity or event only to complete that transaction. Your information may be shared with agents, contractors or business partners for the purpose of performing services for Tilly. Tilly also provides information including your name and payment status to your organization and to your organization's designated third party service providers. We want to help you quickly find information on Tilly and alert you to specific offers, updated information, and other new products and services from Tilly. Accordingly, we may send you direct mailings about our various products and services or other products and services we feel may be of interest to you. If you do not want to receive such mailings, simply "opt-out" by the means provided for in the mailings or by contacting info@tillyinc.com. Notwithstanding, Tilly may do research on our users' demographics, interests and behavior based on the information provided to us

during your use of the Tilly website. This research is compiled and analyzed on an aggregated basis. Aggregated data does not include personally identifiable information. Tilly may share this aggregated data with others.

4. Who is collecting my information?

When you are on the Tilly site and are asked for personal information, you are sharing that information with Tilly alone, unless specifically stated otherwise. If data is being collected and/or maintained by any company other than Tilly or an agent for Tilly, you will be notified prior to the time of the data collection or transfer. If you do not want your data to be shared, you can choose not to allow the transfer by not using that particular service. Please be aware that Tilly advertisers or Websites that have links on our site may collect personally identifiable information about you. The information practices of those Websites linked to Tilly either through advertisements or other hyperlinks are not covered by this privacy statement.

5. With whom does Tilly share my information?

We may share the personal data you provide with other Tilly agents, contractors or our business partners for the purposes of performing services for Tilly, including but not limited to payment transactions. Tilly will share personal data including your name and payment status with your organization and with your organization's designated third party service providers. Tilly also may share aggregated data with others. Aggregated data does not include personally identifiable information. We also believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the Terms of Use, or as otherwise required by law. Except as provided above or in the event of a merger, consolidation, or sale of all or substantially all of Tilly's assets, we will not share any of your information with any third party without your permission.

6. How do I access, update or delete my information?

You can request the individual information that Tilly has collected about you, correct factual inaccuracies in your information, remove personal information from Tilly's databases and/or update your personal information by contacting info@tillyinc.com.

7. What does "opt-out" mean?

To "opt-out" means that you have notified Tilly that we no longer have permission to use your information to alert you to specific offers, updated information, and other new products and services from Tilly. For example, when we send you information on a new service, you will be given the opportunity to "opt-out" of receiving such information in the future.

8. What else should I know about my privacy?

Third party Internet sites and services accessible through Tilly have separate privacy and data collection practices, independent of us. Tilly has no responsibility or liability for these independent policies or actions. Please be careful and responsible online. If you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return. While we strive to protect your information, Tilly cannot ensure or warrant the security of any information through the transmission process and you do so at your own risk.

9. Our Commitment to Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of

information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

10. Our Commitment to Children's Privacy

Protecting the privacy of the very young is especially important. For that reason, no part of our website is structured to attract anyone under 13 and Tilly does not actively solicit information from anyone under 13. Tilly recognizes that participants in some groups or organizations utilizing the payment services offered on this website may be under the age of 13. Tilly requires any group or organization participant under the age of 18 to be registered for services by a parent or other legal guardian. By registering a child under the age of 13, that child's parent or other legal guardian authorizes Tilly to share the personally identifiable information collected with the individual's organization and the organization's designated third party service providers. The personally identifiable information collected from the parent or other legal guardian for any participant under the age of 13 is limited to the participant's name. Tilly also requires the address, e-mail address, telephone number and credit/debit card information of the parent or legal guardian of any participant under the age of 13. In the case of anyone under the age of 13, verifiable parental consent is obtained by requiring a parent or other legal guardian to use a credit card to complete the transaction.

11. Other Legal Notices

Any dispute over privacy is subject to this privacy policy and our Terms and Conditions of Access and Use and Terms of Service, including limitations on damages and application of the law of the Commonwealth of Pennsylvania. If you have any concern about your privacy in connection with this policy, please send us a thorough description to info@tillyinc.com, and we will try to resolve it. We may post a revised privacy policy on our site. Please note that the use of information that we gather is subject to the privacy notice in effect at the time of use. You should check our Website frequently to see recent changes.

12. How to Contact Us

Should you have other questions or concerns about these privacy policies, please email info@tillyinc.com. (effective: 5/27/16)