2020 SCISSOR CLUB



TERMS OF SERVICE

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2020 Scissor Club provides a personalized subscription service that allows our members to receive a certain amount of scissors, shears, or thinners over a 12-month time span. You have accepted these Terms of Use, which govern your use of our service. As used in these Terms of Use, "2020 Scissor Club", "our service" or "the service" means the personalized service provided by 2020 Scissor Club.

YOU AGREE TO THE ARBITRATION AGREEMENT DESCRIBED IN THESE TERMS TO RESOLVE ANY DISPUTES WITH 2020 SCISSOR CLUB.

MEMBERSHIP

Your 2020 Scissor Club membership will begin on the date of activation. The service will continue and automatically renew until terminated. To begin the service, you must select a valid Payment Method. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time. You must cancel your membership

before it renews in order to avoid billing of the membership fees for the next billing cycle to your Payment Method (see "Cancellation" below).

2020 Scissor Club offers a number of membership plans. Each membership plan

has

differing conditions and limitations, which will be disclosed below, at your sign-up, and on our website. You can find specific details regarding your 2020 Scissor Club membership by visiting our website and logging into your account.

2020 PLAN:

\$20 Down/\$20 a month. 3 Straight Scissors/Thinners in a one-year span. Pick any scissor. 2 additional Shears Requests.

2030 PLAN:

\$20 Down/\$30 a month. 4 Straight Scissors/Thinners in a one-year span. Pick any 2 Scissors to start. 2 additional Shears Requests.

2040 PLAN:

\$20 Down/\$40 a month. 6 Straight Scissors/Thinners in a one-year span. Pick and 2 Scissors to start. 4 additional Shears Requests.

Shears Requests can be made any time in your one-year subscription.

2020 SCISSOR CLUB PROCEDURE

Once a customer selects their subscription service, model of scissors, and successfully completes their initial payments, 2020 Scissor Club will ship the selected scissors to the customer.

SHEARS REQUESTS

Shears requests are limited by the subscription plan that the customer is currently participating in.

When a customer makes a Shears Request, they will be shipped a replacement scissor/shear/thinner of his or her choice along with return packaging. Upon receiving the package, the customer must ship the shears/scissors/thinners that are being replaced back to 2020 Scissor Club. If a customer orders thinners, they must return their previous thinners. If a customer orders straight scissors or shears, they must return their previous straight scissors or shears to avoid non-return fees. To make a shears request, visit the "Shears Request" tab. Once a shears request is made, the subscriber will be moved to the next Shears Request based on their plan.

NON-RETURN FEES

All Scissors/Thinners/Shears are the property of 2020 Scissor Club. Once a shears request is completed, if a customer does not return the 2020 Scissor Club products being replaced within a two-week period, they will be charged a "Non-Return Fee" of \$100 per scissor/thinner on their account payment method. If a customer cancels their 2020 Scissor Club Subscription, they will be shipped return packaging for all 2020 Scissor Club property. If a customer fails to return all 2020 Scissor Club property within a two-week period of receivable of return packaging, they will be charged a "Non-Return Fee" of \$100 per scissor/thinner.

Non-Return Fees are a set price determined by 2020 Scissor Club. If Non-Return fees are not paid, 2020 Scissor Club reserves the right to charge the payment method on file for the total past due amount, processing fees incurred, non-return fees, and all fees associated with our service. If, for any reason, 2020 Scissor Club is unable to collect the owed amount, we reserve the right to report the customer to collections.

CANCELLATION

If a 2020 Scissor Club subscriber wishes to cancel their membership, they will need to fill out a subscription modification form on their account page. While 2020 Scissor Club subscribers can cancel at any time, cancellations fees may apply.

Our cancellation fees are calculated based 2 factors: Percentage of the CURRENT 1-year plan completed/paid for. Number of scissors that a subscriber has received while on that plan.

Each scissor is given a value of \$100 when calculating cancellation fees.

If a subscriber wants to cancel their membership and has paid less in monthly subscription fees than the total value of scissors that they have received in that time frame, they must pay the difference via cancellation fees. For example, if a customer has only used 2 Scissors, their cancellation fee will be determined by the percentage of \$200 that they have paid in their monthly subscription fees.

Once a subscription modification form is filled out, a member of our team will reach out to handle the cancellation.

2020 Scissor Club must receive all scissors or thinners in proper return packaging to complete a cancellation request.

CHANGE MEMBERSHIP

2020 Scissor Club subscribers can change their membership at any time. If a 2020 Scissor Club subscriber wishes to cancel their membership, they will need to fill out a subscription modification form on their account page.

If a subscriber wants to change their membership and has paid as much or more in their monthly fees to offset the \$100 per scissor price; they can change to any membership at no charge. If a subscriber wants to change their membership and has paid less in monthly fees than the total value of scissors they have received, they must pay the balance relative to amount of scissors received before they can change their membership.

Once a subscription modification form is filled out, a member of our team will reach out to handle the cancellation.

No down payment is required for membership changes.

OUT OF SUBSCRIPTION SHEARS

If a subscriber has exhausted all their shear requests, they have the option to order another shear for the subscriber price of \$49. They will still be required to pay their membership fees.

2020 SCISSOR CLUB PRODUCTS

2020 Scissor Club provides a variety of Scissors, Shears, and Thinners.

<u>Sizes</u>

Straight Scissors/Shears: 5.5", 6", 6.5", or 7" Thinners: 14 Tooth or 40 Tooth

Included with All Scissors

1 Finger Insert, 1 UFO Key, and 1 Oil Bottle.

BILLING

BILLING CYCLE

The membership fee for the 2020 Scissor Club service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific payment date indicated on the "Subscription Billing" page. The date of billing each month is determined by your date of sign up. Membership fees are fully earned upon payment. In some cases, your payment date may change, for example, when you change your subscription plan or if your paid membership began on a day not contained in a given month. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods.

PAYMENT METHODS

To use the 2020 Scissor Club service, you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, non-return of 2020 Scissor Club property, insufficient funds, or otherwise, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

If a payment does not go through, Rebillia will attempt to charge the card twice over the next two days. Once a payment fails, a 2020 Scissor Club team member will reach out to settle all charges on the account.

All 2020 Scissor Club Subscribers will be responsible for all collection charges if 2020 Scissor Club is unable to collect all necessary payments. All unpaid accounts will be turned over to collection on the 31st day of each month.

UPDATING YOUR PAYMENT METHODS

You can update your Payment Methods by going to the "Subscription Billing" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

REFUNDS

On a customer's FIRST product order, we offer a 30-day money-back guarantee. Upon the first delivery of 2020 Scissor Club products, customers have a 30-day period to return their items and cancel their subscription to receive a refund. After this 30-day window, all 2020 Scissor Club payments are nonrefundable. After the receipt of any other product beyond the first order, the customer will have 7 days to report any issues with those scissors. Any attempted returns after that 7 days will be considered a new shears request. All 2020 Scissor Club products except for Out of Subscription Products must be returned to avoid Non-Return Fees.

<u>SHIPPING</u>

We provide all shipping through Fed-Ex express. We are not responsible for any delays in shipping caused by Fed-Ex, natural occurrences, or any other issues that are out of our control. All subscribers acknowledge that all 2020 Scissor Club packages are subject to processing times and any delay because of this is not the fault of 2020 Scissor Club. For return shipping, we will provide a prepaid return label. 2020 Scissor Club uses Federal Express 2 Day Shipping. Subscribers must allow for processing time.

CUSTOMER SUPPORT

To find more information about our service and its features, or if you need assistance with your account, please visit 2020ScissorClub.com. If you need customer support, contact us at info@2020ScissorClub.com In the event of any conflict between these Terms of Use and information provided by Customer Service or other portions of our website, these Terms of Use will control.

SUBSCRIBER ELIGIBILITY

You must be at least 18 years of age to become a member of 2020 Scissor Club. You must live in the United States to become a member of 2020 Scissor Club.

LIABILITY

2020 Scissor Club cannot be held responsible for any personal injuries or any other damage caused while using one of our products. 2020 Scissor Club provides products that must be used with care, and the customer is responsible for being careful with these products.

RESALE

2020 Scissor Club products are not eligible for resale. All products a subscriber receives from 2020 Scissor Club are the property of 2020 Scissor Club.

CHANGES TO TERMS OF USE AND ASSIGNMENT

2020 Scissor Club may, from time to time, change these Terms of Use. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting.

ARBITRATION AGREEMENT

You and 2020 Scissor Club agree that any dispute, claim or controversy arising out of or relating in any way to the 2020 Scissor Club service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award and nothing in this Arbitration Agreement shall be interpreted as limiting any non-waivable statutory rights. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and 2020 Scissor Club are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your 2020 Scissor Club membership.

YOU AND 2020 SCISSOR CLUB AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and 2020 Scissor Club agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Georgia, U.S.A. without regard to conflict of law provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.

You agree to use the 2020 Scissor Club service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service. If you do not accept the foregoing terms, do not use our service.

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