

Using this website means that you are entering into an agreement with Hawaiian Fashion Place located in 866 Iwilei Rd. Suite 227, Honolulu, HI 96817, U. S. A. and that you accept these terms. By visiting this website you agree to be bound by the terms and conditions of this Agreement. If you do not agree please do not use or access our site.

This Terms of Use Agreement applies to our Hawaiian Fashion Place website available under the domain and subdomains of [www.hawaiianfashionplace.com](http://www.hawaiianfashionplace.com). For simplicity, we refer to Hawaiian Fashion Place as ‘HFP’, ‘us’ or ‘we’. Similarly, this Agreement may refer to you as ‘you’, ‘member’, ‘user’, or ‘viewer’.

You must read, agree with and accept all of the terms and conditions contained in this Terms of Use Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a member or access the HFP.

## 1. Privacy

Registration Data and certain other information about you are subject to our Privacy Policy.

## 2. Membership Eligibility

Our HFPs are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our HFPs are not available to children (persons under the age of 18) or to temporarily or indefinitely suspended members. If you do not qualify, please do not use our HFP. Further, your HFP account (including feedback) and User ID may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

## 3. Your Registration Obligations

You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the HFP's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the HFP (or any portion thereof).

#### 4. Member Account, Password & Security

You will receive a password and account designation upon completing the HFP's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

#### 5. Identity Verification

We use techniques to verify the accuracy of the information our users provide us when they register on the HFP. However, because user verification on the Internet is difficult, HFP cannot and does not confirm each user's purported identity.

#### 6. Acceptance of Risk

We do not control the information provided by other users that is made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the HFP. Please note

that there are also risks of dealing with underage persons or people acting under false pretense. Additionally, there may also be risks dealing with international trade and foreign nationals. By using the HFP, you agree to accept such risks and HFP is not responsible for the acts or omissions of users on the HFP.

## 7. Termination

You agree that HFP may, under certain circumstances and without prior notice, immediately terminate your account, and access to the HFP. Cause for such termination shall include, but not be limited to, (a) breaches or violations of this Terms of Use Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the HFP (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods of inactivity. Termination of your HFP account includes (a) removal of access to all offerings within the HFP, including but not limited to Message Boards and Alerts, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the HFP. Further, you agree that all terminations for cause shall be made in HFP's sole discretion and that HFP shall not be liable to you or any third-party for any termination of your account or access to the HFP. Without limiting any other remedies, HFP may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the HFP.

You agree that we may remove the content you have posted, submitted or otherwise made available for inclusion on the HFP if we decide it is harmful, misleading or otherwise inappropriate for our viewers.

## 8. Access and HFP Interference

You agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content

(except for your information) from the HFP without the prior written permission of HFP and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the HFP or any activities conducted on the HFP; or (iv) bypass any robot exclusion headers or other measures we may use to prevent or restrict access to the HFP.

#### 9. We do Not Guarantee Uninterrupted HFP

We do not guarantee continuous, uninterrupted or secure access to our HFPs, and operation of the HFP may be interfered with by numerous factors outside of our control.

#### 10. International Users

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### 11. Proprietary Rights & Copyright

All rights in and to the HFP, HFP database (the "Database"), the written components thereof and the HFPs available on the HFP and materials provided in connection therewith are proprietary to HFP. The HFP, its content and the materials utilized by HFP in rendering the HFP are protected by copyright, both with respect to individual content and as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. You may not modify, publish, create derivative works from, distribute or otherwise exploit any of the content or software comprising the HFP, or other HFP materials without our prior written consent. You may, however, print portions of the HFP's content for individual use, provided that you maintain all copyright and other notices contained in such content. You acknowledge and agree that the HFP and any necessary software used in connection with the HFP ("Software") contain proprietary and confidential information that is protected by applicable intellectual

property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the HFP or advertisers is protected by copyrights, trademarks, HFP marks, patents or other proprietary rights and laws. Except as expressly authorized in writing by HFP or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the HFP or the Software, in whole or in part.

HFP grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the HFP. You agree not to access the HFP by any means other than through the interface that is provided by HFP for use in accessing the HFP.

## 12. Links

The HFP may provide, or third parties may provide, links to other World Wide Web websites or resources. Because we have no control over such websites and resources, you acknowledge and agree that HFP is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that HFP shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or HFPs available on or through any such website or resource.

## 13. HFP Interference

You agree not to use any device, software or routine to interfere with the proper working of the HFP or which is intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information. You agree not to take any action that imposes an unreasonable load on our infrastructure. You agree not to take any actions that may undermine

the integrity of any feedback system, such as: leaving feedback for yourself; leaving feedback for other users using secondary accounts or third parties; or leaving feedback intended to influence action that is outside the scope of the HFP. You are solely responsible for compliance with all applicable laws and regulations regarding your use of the HFPs and transfers of technologies in which you are involved, including without limitation all applicable import/export requirements, and HFP will have no responsibility with respect thereto.

#### 14. No Resale of HFP

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the HFP (including your HFP I.D.), use of the HFP, or access to the HFP.

#### 15. Force Majeure

HFP will not be liable for delays, errors or omissions in performance due to your failure to provide required resources, access to personnel, information or facilities or to causes beyond its reasonable control, and will be entitled to a reasonable extension of time to remedy any such delay or failure to perform.

#### 16. NO WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE HFP IS AT YOUR SOLE RISK. THE HFP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HFP EXPRESSLY DISCLAIMS 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.

b. HFP MAKES NO WARRANTY THAT (i) THE HFP WILL MEET YOUR REQUIREMENTS, (ii) THE HFP WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS

THAT MAY BE OBTAINED FROM THE USE OF THE HFP WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, HFPS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE HFP WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE HFP IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HFP OR THROUGH OR FROM THE HFP SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN this Terms of Use Agreement.

e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE HFP. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE HFP. IMMEDIATELY DISCONTINUE USE OF THE HFP AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE HFP -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

## 17. LIMIT TO LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT HFP SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HFP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE HFP; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND HFPS RESULTING FROM ANY GOODS, DATA, INFORMATION OR HFPS PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE HFP; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE

HFP; OR (v) ANY OTHER MATTER RELATING TO THE HFP.

## 18. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

## 19. Indemnity

You agree to indemnify and hold HFP, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the HFP, your use of the HFP, your connection to the HFP, your violation of this Terms of Use Agreement, or your violation of any rights of another.

## 20. Legal Compliance

You are solely responsible for compliance with all applicable laws and regulations regarding your use of the HFP and HFP will have no responsibility with respect thereto.

## 21. Notice

We may update this Terms of Use Agreement. We will notify you by sending a notice to the primary email address specified in your account or by placing a notice on our HFP. Any notices permitted or required under this Assignment shall be deemed given upon the date of personal delivery or forty-eight (48) hours after deposit in the United States mail, postage fully prepaid,

return receipt requested, addressed to HFP at the addresses set forth below:

Hawaiian Fashion Place  
866 Iwilei Rd. Suite 227,  
Honolulu, HI 96817, U.S.A.

## 22. Modifications to HFP

HFP reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the HFP (or any part thereof) with or without notice. You agree that HFP shall not be liable to you or to any third party for any modification, suspension or discontinuance of the HFP.

## 23. Dealings with Advertisers, Intermediaries and Others you Meet on the HFP

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the HFP, including payment and delivery of related goods or HFPs, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that HFP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the HFP.

## 24. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Terms of Use Agreement, there shall be no third party beneficiaries to this Agreement.

## 25. Trademarks

Two Palms is a trademark of HFP Without our prior permission, you agree not to display or use in any manner, this or any other marks belonging to us. All other trademarks belong to their respective owners.

#### 26. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of the State of Hawaii, without reference to conflicts of law principles. You agree to consent to submit to the jurisdiction of the Superior Court of the County of Honolulu, Hawaii and waive the right to object to venue being set in Honolulu, Hawaii.

#### 27. Waiver and Severability of Terms

The failure of HFP to exercise or enforce any right or provision of this Terms of Use Agreement shall not constitute a waiver of such right or provision. If any provision of this Terms of Use Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Terms of Use Agreement remain in full force and effect.

#### 28. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the HFP or this Terms of Use Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### 29. Titles

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

### 30. Entire Agreement

Unless you have a fully executed written agreement with HFP that explicitly displaces one or more terms of this Agreement, then this Terms of Use Agreement constitutes the entire agreement between you and HFP and governs your use of the HFP.

#### Questions:

If you have any questions on this Terms of Use Agreement, please email us at the following address: [privacy@hawaiianfashionplace.com](mailto:privacy@hawaiianfashionplace.com).