

ARBITRATION AGREEMENT

Please read the following arbitration agreement ("Arbitration Agreement") carefully. This section provides that you and VSCO agree to resolve all disputes between us through binding arbitration and includes a class action and jury waiver. This Arbitration Agreement supersedes all prior versions.

Arbitration Notice and Agreement. This Arbitration Agreement requires you to arbitrate disputes between you and VSCO, which means you will only be able to pursue claims and seek relief against us on an individual basis through arbitration. You are also waiving your right to seek relief in a court of law and to have a jury trial. This Arbitration Agreement will continue to apply even if you delete, or we suspend or terminate, your Account.

Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of our Services, to any products sold or distributed through our Services, or to any aspect of your relationship with us, will be resolved by binding arbitration, rather than in court, except that you and VSCO can seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade secrets, copyrights, and patents), any illegal or intentional act affecting the accessibility, functionality, or the security of our Services, or any illegal or intentional act against your interests or VSCO's general business interests. This Arbitration Agreement applies, without limitation, to all disputes or claims and requests for relief that originated before the effective date of this Agreement or any prior version of this Agreement. You agree to this Arbitration Agreement as a condition of your use (or continued use) of our Services every time it is changed or updated.

Arbitration Rules and Forum. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("**FAA**"), including its procedural provisions, in all respects, applies to the interpretation and enforcement of this Arbitration Agreement. The following rules and procedures shall apply to any arbitration proceeding brought under these Terms:

- Arbitrations will be administered by NAM in accordance with their Comprehensive Dispute Resolution Rules and Procedures available at <https://www.namadr.com/resources/rules-fees-forms/>, except as modified by these Terms.
- The arbitration will be conducted by a professional arbitrator(s) with substantial experience in resolving commercial disputes. The arbitrator will be selected pursuant to NAM's standard process as described in NAM's Comprehensive Dispute Resolution Rules and Procedures.
- If a claim seeks equitable relief (including injunctive relief), the parties agree to bifurcate the proceeding and that the arbitrator has the authority to rule on liability first, before conducting any proceedings (including discovery) related to the appropriate relief.
- The arbitration will occur through the submission of documents to one arbitrator. If the arbitrator determines that a hearing is necessary, the hearing will be conducted remotely by telephone or videoconference. If the arbitrator determines that an in-person hearing is necessary, the hearing will take place in a county in the U.S. where you reside or a mutually agreed upon location.
- Unless required by applicable law, the arbitration proceeding and all records pertaining to it, including but not limited to any documents prepared or produced in connection with the proceeding, the hearing, and/or the arbitration award, will be confidential and will not be disclosed to any third party, except to obtain court confirmation of any arbitration award as needed.

Any judgment not satisfied on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Initiating an Arbitration Claim. To begin an arbitration proceeding after complying with the informal dispute resolutions provided above, you must send a Demand for Arbitration, including a copy of these Terms and a description of your dispute to National Arbitration and Mediation at 990 Stewart Avenue, First Floor, Garden City, NY 11530 ("**NAM**"), with copies to (a) VSCO at disputes@vSCO.co, and (b) our registered agent at CT Corp, 1209 Orange Street, Wilmington, Delaware, 19801. You must also provide a certification that you have complied with the informal dispute resolution provided above, signed by you and counsel who is representing you in the matter.

Arbitration Fees. If VSCO is initiating an arbitration against you, VSCO will pay all costs associated with the arbitration, including the entire filing fee. If you are initiating an arbitration against VSCO, you will be responsible for the nonrefundable initial filing fee. If, however, the amount of the initial filing fee is more than you would have to pay to file a complaint in the United States District Court for the Northern District of California (or, for cases where that court would lack original jurisdiction, the California Superior Court, County of San Francisco), VSCO will pay the difference between the initial filing fee and the amount you would have to pay to file a complaint in court. VSCO will pay both parties' administrative fee. NAM's fees are available at <https://www.namadr.com/resources/rules-fees-forms/>.

Authority of Arbitrator. The NAM arbitrator(s) will have exclusive authority to: (a) determine the scope and enforceability of this Arbitration Agreement; and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. The arbitration proceeding will decide each of your and VSCO's rights and liabilities, if any. The arbitrator will have the authority to grant motions resolving any claim, to award monetary damages, and to grant any non-monetary remedy or relief available under applicable law, the arbitral forum's rules, and this Agreement, including injunctive relief. The arbitrator will issue a written award and decision describing the essential findings and conclusions underlying any award, including the calculation of any damages. The award of the arbitrator is final and binding upon both you and VSCO.

Waiver of Jury Trial. You and VSCO both waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury, with the exceptions stated in this Arbitration Agreement. If for any reason a dispute proceeds in court rather than in arbitration, you and VSCO each waive any right to a jury trial. An arbitrator can award the same damages and relief as a court and follow our Arbitration Agreement as a court would.

Waiver of Class or Other Non-Individualized Relief. All disputes, claims, and requests for relief within the scope of this Arbitration Agreement must be arbitrated on an individual basis and not on a class or collective basis. Only individual relief is available. Claims of more than one Creator cannot be arbitrated or consolidated with those of another Creator. If the arbitrator issues a decision that enforcement of these provisions is not applicable to a specific dispute, claim or request for relief, then only those specific issues will be removed and brought into the state or federal courts of the State of California. **Batch Arbitrations.** If 25 or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar disputes, then you and VSCO agree that NAM will administer them in batches of up to 50 claimants each (each a "**Batched Claim**"), unless there are less than 50 claimants in total or after batching, which will comprise a single Batched Claim. NAM will administer each Batched Claim as a single arbitration with one arbitrator, one set of administrative fees, one hearing held by videoconference or in a location decided by the arbitrator (if applicable), and one final award for each Batched Claim. If any part of this section is found to be invalid or unenforceable as to a particular claimant or Batched Claim, it will be severed and arbitrated in individual proceedings. This provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances. **Modification.** Notwithstanding anything contrary in these Terms, we agree that if we make any material change to this Arbitration Agreement, we will notify you. Your continued use of our Services, including the acceptance of the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to opt-out@vSCO.co, within 30 days after you create

your Account or continue using your Account after receiving notice of this Arbitration Agreement. Maintaining your Account requires you to read and accept these Terms and this Arbitration Agreement. Your notice must include your name and address, your VSCO username (if any), the email address used to set up your Account, and an unequivocal statement that you want to opt out of this Arbitration Agreement. Opting out of this Arbitration Agreement has no effect on any other agreements that you currently have with us, including the rest of these Terms, or may enter in the future with us.