

## Terms & Conditions

*Last Updated: July 23, 2025*

**IMPORTANT NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY— THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, AND INCLUDE WAIVERS OF RIGHTS AND LIMITATIONS OF LIABILITY. THEY ALSO REQUIRE DISPUTES BETWEEN YOU AND US TO BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION AND TO WAIVE ANY RIGHT TO A JURY TRIAL, CLASS OR COLLECTIVE ACTIONS OR PROCEEDINGS, AND ANY OTHER COURT PROCEEDING OF ANY KIND, SUBJECT TO LIMITED EXCEPTIONS. UNLESS YOU OPT OUT IN ACCORDANCE WITH THE OPT-OUT PROCEDURES DESCRIBED BELOW, YOU WILL BE BOUND BY THESE TERMS AND CONDITIONS. THE FULL TERMS OF THE ARBITRATION AGREEMENT ARE BELOW.**

These terms and conditions (“Terms and Conditions”) apply to the purchase and sale of products (“Product” or “Products”) from or through [www.modaoperandi.com](http://www.modaoperandi.com) (the “Website”), our mobile applications (“App”), Moda employees, or at a Moda Operandi showroom or event, and also applies to the use of any of our services or features provided by or on our behalf (together with the App and Website, “Services”). By placing, or authorizing the placing on your behalf, an order for Product(s) or using our Services, you agree to be bound by, and you accept, these Terms and Conditions. These Terms and Conditions are subject to change by Moda Operandi, Inc. and Moda Operandi UK Limited (company number 09075781, registered office at 5 New Street Square, London, EC4A 3TW, UK) for customers in Europe (collectively, and together with their affiliates and subsidiaries, “Moda”, “Moda Operandi”, “us”, “our”, or “we”) without prior written notice at any time, in our sole discretion. The latest version of the Terms and Conditions will be posted on this page, and you should review these Terms and Conditions prior to purchasing any Product or using the Services. These Terms and Conditions are an integral part of the terms and conditions that apply generally to the use of our Services. You should also carefully review our [\*\*PRIVACY POLICY\*\*](#) before placing an order for Product(s) or using our Services. If you place an order for Products or use the Services for or on behalf of a third party, you represent and warrant that you have obtained legally valid consent or are otherwise legally authorized to place such order and to disclose such third party's personal information to Moda Operandi in accordance with these Terms and Conditions, and for Moda Operandi to process such personal information in accordance with our Privacy Policy.

### **1. Eligibility, Orders, and Cancellation**

To use the Services you must be, and represent and warrant that you are, of legal age (18 years of age or older or otherwise of legal age in your jurisdiction, or, if you have parental consent, 13 years of age) and able to agree to these Terms and Conditions. If you are agreeing to these Terms and Conditions on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms and Conditions on that organization or entity's behalf and to bind them to these Terms and Conditions (in which case, the references to “you” and “your” in these Terms and Conditions, except for in this sentence, refer to that organization or entity). If we have previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services.

Your receipt of an electronic, or other form of, order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right to limit or restrict the availability of Products or Services at any time and for any reason. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether or not you have been charged. If your order has been cancelled or limited by us, the applicable amount any payment made pursuant to that order will be refunded to the original form of payment. If you have been charged and your order is canceled by us, we will promptly issue a refund to your original form of payment in the amount of the charge and notify you that your order was canceled. Orders placed using Rewards Points (see below) or site credit will be refunded as Rewards Points or site credit, respectively, if the order is canceled by us.

### *Trunkshow Orders*

Some of our limited-time presale events allow you to place preorders for Products from specific designers or collections that are then made specifically for you (“Trunkshow”) and fulfilled at a later date when the Product is ready for shipment. Until a Trunkshow order period ends, a Trunkshow order may be canceled for a full refund of any deposit to the original method of payment. Once a Trunkshow order period ends, we will not be able to make any changes to the size, style, quantity, or type of Product ordered. From the time a Trunkshow order period ends until the order is delivered to you, you may cancel the order and any prepaid amounts will be refunded to you as site credit. Notwithstanding the foregoing, if the Product is Fine Jewelry, then the order for that item cannot be canceled after 24 hours from the time of the order. Once you receive your order, if you are not satisfied with it, you may return it in accordance with our Return Policy set out below, and any such eligible returns will be refunded to the original method of payment. Please see Payment Terms below for more information on how we process payments and any refunds for Trunkshow orders or other preorders.

### *Boutique Orders*

Many of our products are available to you for immediate purchase or for preorder from pre-existing or anticipated inventory and are not made for you specifically (“Boutique”). Once a Boutique order has been made, we will not be able to cancel the order or make changes to the size, style, quantity, or type of Product ordered. Once you receive your order, if you are not satisfied with it, you may return it in accordance with our Return Policy set out below.

## **2. Payment Terms & Site Credit**

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, shall be as follows:

All orders are subject to verification for security reasons, and we may contact you to verify an order. If you are contacted for verification, you will have 48 hours to complete the verification process. If you do not respond after such time, you will be notified and the order will be canceled and refunded in the original payment method.

Charges for shipping and handling will be made in accordance with our then-current shipping policies, as described below. Payments made on debit/credit cards in currency other than US Dollars will be calculated using currency conversion on [www.xe.com](http://www.xe.com) on the day of the transaction. You agree that Moda is not responsible for any credit shortages due to currency conversion rates.

If you preorder Products, you will be required to pay either the full purchase price or a percentage of the amount due as an initial payment at the time you place your order, exclusive of shipping fees and taxes. In the case of an initial payment, we will charge you the remaining amount due, plus shipping fees, and any taxes or duties owed at such time as the Product is ready for shipment. We will first apply any available site credit in your account to the balance owed, and if you do not have any site credit or your site credit is not enough to cover the amount owed, we may charge the remaining balance to the same method of payment as used for the initial payment or to any active payment methods, including credit card(s), on your account at the time the payment is due. If your payment information has changed, please contact **CARE@MODAOPERANDI.COM** with your updated payment information. If the remaining payment cannot be processed, your order will be cancelled, and (i) if the item is a Trunkshow item, you will be issued a site credit for any amount that you have paid for that Product, and (ii) if the item is a Boutique pre-order item, you will be issued a refund to the original method of payment.

Please be aware that because of the “pre-sale” nature of such transactions, you should expect a wait period of approximately four to six (4 to 6) months between the date you place your order and the date that the Product is ready for shipment. The estimated delivery window will be noted on the Product page of the respective Trunkshow or preorder Product page.

If you order Products available for immediate shipping from our Boutique, you will be required to pay the full amount due, plus shipping fees and any taxes and/or duties associated with the Product at the time you place your order.

*Site Credit.* Site credit may only be used for purchases on ModaOperandi.com, is not transferable, and cannot be redeemed or exchanged for cash. Any eligible returns, cancellations, or refunds applicable to a purchase using site credit will be credited back in the form of site credit. Site credit automatically expires three (3) years from the date of issuance. If you use site credit as payment for an order, Moda Operandi may, in its discretion, first apply either Promotional Site Credit or other site credit, in each case to the extent available.

### **3. Changes in Products and Pricing**

We are constantly updating and revising our offerings of Products and Services, and we may discontinue Products and Services at any time without notice. All pricing for the Products is subject to change. For all of our prices and Products and Services, we reserve the right to make adjustments due to changing market conditions, Product discontinuation, manufacturer price changes, errors in advertisements, and other extenuating circumstances.

We attempt to be as accurate as possible with Product descriptions and prices. However, we do not warrant that Product descriptions or prices are accurate. In the event that we discover an error in the pricing or description of a Product, we shall have the right to refuse or cancel any orders placed for the Product. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card has been charged.

If you order a Trunkshow Product that was incorrectly priced, you will be contacted by a Care representative and given the option to purchase the Product at the correct price, or to cancel your order and receive a refund for the amount that you have paid as soon as possible, in accordance with our refund policy below. If you

order a Boutique Product that was incorrectly priced, your order will be canceled and we shall issue a refund as soon as possible, in accordance with our refund policy below.

#### **4. Shipping Fees, Taxes, and International Duties**

Product prices displayed through the Services include estimated taxes (including value added tax (“VAT”) and import taxes) and duties.

For orders shipping within the US, sales tax will be charged at checkout on orders shipping to states where sales tax is required to be collected by law for online purchases. The list of those states may change from time to time. For a list of states for which we collect sales tax, please see our [FAQs](#). For Trunkshow Products, this tax will be charged at such time as the Product is ready for shipment. For all other Products, this tax will be charged at the time you place your order for the Product. No import duties will be applied to orders shipped within the United States.

For international customers, applicable local taxes (including such taxes as VAT), import taxes, and duties will be determined, displayed and charged at checkout (unless you are shipping to destinations on a DDU (Delivery Duty Unpaid) basis, as discussed further, below). All other non-customs-related local taxes (other than VAT) are the customer’s responsibility, and Moda Operandi is not responsible for reporting or paying additional local taxes to states, such as any use tax. Any taxes and duties are calculated on the total merchandise value, after discounts or promotional codes and/or promotional site credits which may be redeemed at checkout (“Promotions”) have been applied.

When shipping to countries outside of the US, most destinations are delivered on a DDP (Delivery Duty Paid) basis, which means relevant import taxes and duties are calculated at checkout and processed by Moda Operandi once your order ships. If you are shipping on a DDU (Delivery Duty Unpaid) basis, import taxes and duties will not be paid through Moda Operandi. Instead, the shipping carrier will invoice you upon delivery of your merchandise. If you are shipping outside the United States on a DDU (Delivery Duty Unpaid) basis, no taxes or duties will be charged by Moda Operandi. This detail will be noted at checkout and on the confirmation email sent once order has been placed, and as the recipient, you will be responsible and liable for all import duties, customs and local sales taxes levied by the country to which you are shipping. Payment of these amounts will be necessary to release your order from customs on arrival. For a list of DDP and DDU countries please see our [FAQs](#).

Orders shipped from our United States warehouses will be sent via FedEx, DHL, WorldNet, or another carrier. We ship the majority of our Products worldwide from our warehouses in the United States. For Trunkshow and preorder Products, all relevant shipping fees, local taxes, import taxes, and duties will be charged at such time as the Product is ready for shipment. For all other Products, such shipping fees, taxes, and duties will be charged at the time you place your order for the Product or at the time of shipment. The costs of shipping and any import taxes, and duties paid are non-refundable.

#### **5. Shipping Policy**

We offer a variety of shipping options to meet your shipping needs. Please check the shipping options at checkout for specific delivery options and fees. No C.O.D. orders can be accepted. For more information, please refer to our [Shipping FAQ](#).

Please note that the posted shipping time frame, if provided, may vary from item to item. The posted shipping time frame is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization.

These shipping terms, including the terms set forth in our Shipping Guidelines, are accepted by you by placing an order with us.

Except as determined otherwise by Moda Operandi in our sole discretion, orders are dispatched with 'No Signature Required' and may be left at a residence deemed safe by the delivery company. Moda Operandi is not responsible for any loss or liability or damage that may result from leaving your package at the shipping address without a signature.

Moda Operandi is also not responsible for any international shipping delays caused by the customs clearance process.

## **6. Intellectual Property and Content**

All copyright, designs, trademarks and all other intellectual property visible through the Services, including Moda Operandi Software and all HTML and other code contained on our Website and App, is the sole property of Moda Operandi or their respective owners. You are permitted to use the content on the Services only as expressly authorized by Moda Operandi and/or its third party licensors. Any reproduction or redistribution of the above listed Content without permission is prohibited and may result in civil and criminal penalties, where "Content" is defined as data files, graphics, text, photographs, drawings, logos, images, sounds, music, video or audio files on the Website.

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products, or services contained within the Services. You may not use the Services, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own site(s).

## **7. Price Adjustment Policy**

Moda Operandi will honor price adjustments on Products purchased within a 7-day period prior to the start of a sale. Please note that the Product has to still be available on the site in the same size/style as originally purchased. This price adjustment policy is available for price adjustments at the initial markdown only; we do not offer price adjustments with subsequent markdowns or changes in prices, if any. Moda Operandi does not price match any sale or discount prices with any other retailers, including affiliates.

All approved price adjustments will be issued as a refund to the original method of payment and the Product will be a Final Sale. If you wish to request a price adjustment in accordance with this policy, please contact **CARE@MODAOPERANDI.COM**.

## **8. Limitation of Liability; No Warranties**

Any conditions, rights, warranties or guarantees implied by law into these Terms and Conditions or with respect to your purchase of Products are expressly excluded to the extent permitted by law. In no event shall Moda Operandi, its affiliates, and its and their respective officers, directors, managers, employees, and other

representatives (collectively, the “Moda Parties”), under any circumstances, have any obligations or liabilities to you or any other person (i) for loss of profits, for loss of business or use, or for incidental, punitive, special, or consequential damages, whether based on contract, tort (including negligence), products liability, or any other theory or form of action, even if we have been advised of the possibility thereof, (ii) arising out of or in connection with the sale, delivery, or use of or inability to use the Products or Services, (iii) as publisher of information, (iv) as a reseller of any products or services, (v) for any incorrect or inaccurate information, or (vi) for statements or conduct of any third party on or through the Services. Subject to the above exclusion of liability and to the maximum extent permitted by law, our sole and entire maximum liability (and the liability of our suppliers) for any reason, and your sole and exclusive remedy for any cause whatsoever, shall be limited to the actual amount paid by you for the Products you have ordered through our Services. The limitations of liability set forth herein are fundamental elements of the basis of the bargain between Moda and you.

You expressly understand and agree that:

- The Services and all materials and content contained therein are provided on an “as is” and “as available” basis, and your use of the Services is at your sole risk. Except as otherwise expressly provided in these Terms and Conditions, the Moda Parties 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. Without limiting the generality of the foregoing, the Moda Parties make no warranty that: (i) the Services will meet your requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; (iii) information that may be available or contained in the Services will be accurate or reliable; and (iv) the quality of any products, services, information, or other material obtained through the Services will meet your expectations or needs.
- All Products purchased from Moda are provided “as-is”, and subject only to any applicable warranties of their respective manufacturers, distributors, and/or suppliers, if any. To the fullest extent permitted by applicable law, the Moda Parties expressly disclaim all warranties of any kind, either express or implied, including, any implied warranties, with respect to the Products listed or purchased on or through the Services. Without limiting the generality of the foregoing, the Moda parties expressly disclaim all liability for product defect, fault, or failure, claims that are due to normal wear, misuse, abuse, modification, and non-compliance with any directions.

Some jurisdictions do not allow the disclaimer of certain warranties limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations may not apply to you to the extent such jurisdiction’s law is applicable to your purchase of Products. For UK and European Union residents, the above disclaimers products do not affect your legal rights where Products are faulty or otherwise not in conformance with the contract between us and you.

## **9. Return Policy (Returns and Refunds)**

Moda Operandi accepts returns in accordance with this Return Policy. Subject to certain conditions and exceptions explained below in this Return Policy, and without prejudice to your rights under applicable law, and unless otherwise expressly indicated on a Product’s detail page at the time of purchase, we are pleased to accept timely returns of certain new and unused Products, as follows:

- *Full Price:* Products purchased at full price are eligible for return for a full refund within 28 days from the date that the Product was delivered to you.
- *Markdowns:* Products purchased at a discount (other than with a Promotion) or on markdown are eligible for return for site credit within 14 days from the date that the Product was delivered to you.
- *Fine Jewelry:* Fine Jewelry Products are eligible for return for a full refund within 14 days from the date the Product was delivered to you.
- *Timepieces:* Timepiece Products are eligible for return for a full refund within 14 days from the date the Product was delivered to you.
- *Final Sale:* Products purchased on or designated as final sale (as further described below) are not eligible for return or a refund.

Pre-orders placed across multiple cards will be refunded to the same cards used, regardless of the cards being removed from the site, cards expiring, or updated card information.

Your Products must be returned in new, unused, unopened (if the Product is sealed) and unworn condition (with any protective or hygienic strips as originally attached), in the original packaging, including any boxes, hangers, garment bags, protective coverings in place, and other signature packaging materials, including Moda Operandi and designer stickers, labels, and hanging tags. Other designer packaging, such as belts, dust bags, authenticity cards, and leather tags, must all be included where provided. If your order did not include the proper packaging please email [\*\*CARE@MODAOPERANDI.COM\*\*](mailto:CARE@MODAOPERANDI.COM). Moda Operandi reserves the right, at its sole discretion, to determine if returned Products are eligible for a return or refund in accordance with this Return Policy.

Any returned Products which are worn, used, washed, damaged, do not include the packaging materials, soiled, or altered may not be accepted and refunds or credits will not be issued for such returns. If you are resident in the UK or European Union exercising your right to cancel any time up to 14 days from the day after the date after delivery (the "cooling off period"), we may make deductions from any refund due to your use of, or damage to, the Products ("Deductions"). Refunds or credits will not be processed until the items are returned and inspected by Moda. For orders within the United States, any shipping or gift wrapping charges are non-refundable. For international orders, the costs of gift wrapping, shipping, and any import taxes and duties paid are non-refundable. If you are resident in the UK or European Union exercising your right to cancel within the cooling off period, we will repay all amounts you pay except for any Deductions and any additional costs you pay for non-standard shipping.

Moda Operandi monitors the number and condition of Products returned and orders cancelled by customers. Repeated or excessive returns or cancellations, as determined by us in our sole discretion, or violations of our Terms and Conditions, will be flagged and may, at our discretion, lead to restrictions on access to and/or use of the Services, additional terms and conditions applicable to you and your future orders with us (and such restrictions and/or additional terms and conditions shall supersede and govern in the event of a conflict with these Terms and Conditions), future orders and/or returns being refused, and/or the closure of your Moda Operandi account and accounts associated with you, in each case, as determined by us in our sole discretion.

For Australian customers, we only accept refunds as set out in this clause or as required under Australian Consumer Law or other laws that cannot be lawfully excluded.

*Shoes*

Shoes must be tried on over a carpeted surface to prevent any scratches to the soles. All shoes must be returned in their original shoe box. Shoes returned without the original box, a damaged box, or marked soles may not be accepted and will be returned to you, and if you are resident in the UK or European Union exercising your right to cancel within the cooling off period, then we may make Deductions.

#### *Late Returns*

At the discretion of Moda Operandi, any Product returned outside of the deadline for returns may be rejected or only accepted for site credit.

#### *Product Colors*

We have endeavored to ensure the Product colors are displayed as accurately as possible. Moda cannot guarantee your computer's monitor will accurately display the true color. If you have any questions about the color of an item please contact **CARE@MODAOPERANDI.COM** prior to placing your order.

#### *Final Sale—Items Not Eligible for Return or Refund*

All Products that are (i) considered Final Sale as listed below or on our [Shopping Sale FAQ page](#), or (ii) otherwise indicated as “final sale”, are not eligible to be returned, exchanged, or refunded. Certain exceptions may apply to customers in jurisdictions where we may be required to accept returns, exchanges, or refunds by law, such as for customers in the UK and the European Union—please see our [Shopping Sale FAQ page](#) for more information.

- Customized, personalized, custom, or made to order items
- Vintage items
- Hosiery / lingerie
- Exotic leathers
- Wedding dresses
- Special order Items
- Items indicated as “final sale”

If you return or send to Moda any Product that is not eligible for return or refund in accordance with these Terms and Conditions (including, but not limited to items considered Final Sale), any Product that is not listed on the return authorization from Moda in respect of the respective shipment from you to us, and/or any product that you did not purchase from Moda, we may, without notice to you, retain and dispose of such Product(s) and/or product(s) at our discretion, and refunds or credits will not be issued for such Product(s) and/or product(s).

#### *UK and EU residents*

If you are resident in the UK or European Union, you may cancel an order at any time before your order is delivered and up to 14 days afterwards, beginning on the day after your order is delivered to you. You must also return the Products to us within 14 days after the day of notifying us of the cancellation, in the same condition in which you receive them (which does not interfere with your right to take any reasonable steps to examine the Products and make sure they conform to your order). You are responsible for the costs to return to us Products that are indicated as "Final Sale".



You will not have such right to cancel an order for the supply of any Products which are exempted by law from the right of withdrawal, including, but not limited to, the following Products:

- Customized or personalized Products
- Swimwear or lingerie with the protective or hygienic strip removed
- Cosmetic, skincare, or supplements, fragrance Products which were unsealed after delivery

unless such Products were faulty when delivered to you.

You may notify us of such cancellation by using our cancellation form available [here](#) or contacting us at [care@modaoperandi.com](mailto:care@modaoperandi.com).

### *Return Process*

If you would like to return an eligible Product, please use the applicable return label as provided by Moda Operandi. To request a return shipping label:

- If you have a Moda Operandi account, sign in and locate the item/order under “ORDER HISTORY”. Click “REQUEST RETURN” next to the Product(s) you wish to return, and follow any instructions. A pop-up page will appear with the prepaid shipping label, instructions, and international commercial invoices (where applicable)
- If you checked out as a guest, you can request a return online at <https://www.modaoperandi.com/request-return> or by contacting Care.

You will also receive a “Return Requested” email confirmation with a copy of the label, instructions, and international commercial invoices (where applicable) attached.

Simply affix the return label to the outside of the box. International orders must include 3 copies of the commercial invoices of the Products being returned. This is to prevent any delays with clearing international customs.

Without prejudice to your rights under applicable law, please note that our free return shipping does not apply to items returned to us from countries other than the country to where they were originally shipped, or to returns that do not use the appropriate return shipping label that we provide.

Please note that Moda Operandi may not accept liability for any Products or other goods returned to us outside our own return labels.

Refunds are generally processed within 7-10 business days from when the returned item is received at our warehouse, subject to any shorter refund period which is mandated by applicable law.

## **10. Contests and Promotions**

Promotions are non-transferrable and may not be exchanged or redeemed for cash or credit or after any applicable expiration date, and are eligible to be used only by the intended recipient and for eligible purchases. Promotions may not be applied to prior orders, and may only be used once. Moda Operandi reserves the right to, at any time, modify, revoke, or cancel a Promotion or offer of a Promotion, and/or to reject redemption of a

Promotion, including, but not limited to, when the total value of the Promotion exceeds a certain value (for example, the price of the applicable Product(s)).

Unless we expressly provide otherwise, Promotions are only eligible for orders of full-priced Products and are limited to one per transaction. Minimum purchase amounts may be required and will be communicated on any correspondence. Moda Operandi shall not be liable to any customer for any financial loss arising out of the refusal, cancellation or withdrawal of a Promotion or any failure or inability of a customer to use a promotional code for any reason. Certain brands or Products may be excluded from Promotions, as determined by us in our sole discretion. In the event of a cancellation or refund of an order to which a Promotion is applied, the value of a Promotion will not be refunded. .

Promotional codes do not apply to the costs of shipping, or to sales tax, VAT, regional taxes, duties, import taxes, or gift wrapping charges.

Moda may offer you the opportunity to participate in a contest or giveaway (“Contest”). Such opportunities are not transferable or redeemable for cash or site credit, and may only be used by the intended recipient. Moda reserves the right to modify, revoke, or cancel a Contest at any time and for any reason. If the Contest is for a product or service provided by or with a third party, if you participate in the Contest (for example, by using an applicable promotional code), you consent to Moda sharing your name and contact information with such third party in connection with the Contest. Contests may be subject to eligibility requirements, such as a minimum purchase, and exclusions may apply, in each case, as determined by us in our sole discretion. Additional terms may apply.

## **11. Moda Rewards**

Members of Moda Rewards Program may earn Rewards Points and receive other exclusive perks. Moda Rewards Point balances are displayed in your account center. Your account must be in good standing to receive, and use, points. Please see our [FAQs](#) for additional terms and information about earning and using Moda Rewards Points.

Merchandise returns and other financial adjustments will be deducted from your total Moda Rewards Program point balance, at the sole discretion of Moda Operandi. Points are awarded on dollars spent on the Product, not including duties, tariffs, taxes, and shipping costs.

Moda Rewards are not transferrable and Rewards Points may only be utilized for purchases made at [www.modaoperandi.com](http://www.modaoperandi.com) or on the Moda app. Moda Rewards are not awarded to corporate accounts. Rewards Points expire 365 days from the date of issuance.

Moda Operandi may terminate this rewards program at any time, with or without notice, which may result in forfeiture of any unused but accumulated points. Moda Operandi may also limit, delete or change any of the rules, terms, conditions, benefits or eligibility for the program, with or without notice. This, too, may result in a loss of any unused but accumulated points.

By becoming a Moda Rewards member you agree to be bound by these Terms and Conditions.

For questions regarding your point balance or the Moda Rewards Program please contact [care@modaoperandi.com](mailto:care@modaoperandi.com) or by calling Client Services at (800) 707-9898 if you are calling from the United States, or +1 (212) 729-0984 if you are calling internationally.

## **12. Your Content and Prohibited Uses**

Certain Services may permit you to publicly post or display content, and you alone are responsible for such content. You are prohibited from using, and agree not to use, the Services or its content, or to submit, publish, or post any content to us or in connection with the Services: (a) for any unlawful purpose or to solicit others to perform or participate in any unlawful or fraudulent conduct; (b) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (c) to infringe upon or violate our rights or the rights of others (including, but not limited to, intellectual property rights); (d) to defraud, harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability, or any other protected attribute; (e) to submit false or misleading information; (f) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet; (g) to collect, track, or publish the personal information of others; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Services. We reserve the right to monitor, edit, delete, or use any such information as we deem appropriate, including, but not limited to, to protect our Services, the rights and property of us, you, and others, and as may be required by or appropriate pursuant to law or requirement of other governmental authority.

We reserve the right to suspend or terminate your account(s) and any orders (and any other orders or account(s) connected with you) and your use of and/or access to the Services if you, as determined by us in our sole discretion: (i) violate these Terms and Conditions or our Privacy Policy, (ii) engage in defamatory, fraudulent, abusive, or illegal or other misconduct in connection with our Products or Services, (iii) engage in behavior that abuses, harasses, insults, or intimidates another customer, our team members, vendors, suppliers, agents, or representatives, or (iv) engage in fraud, abuse, misuse, or gaming in connection with our Products, Services, or Promotions, Contests, or Rewards Points in any way, or that you intend to do so (for example, if you create more than one account to obtain a Promotion that is intended for new customers).

You are not authorized to, and agree not to, download or copy any images, works, or other content displayed or performed on or through the Services, including [modaoperandi.com](http://modaoperandi.com) and our mobile applications.

## **13. Exceptional Products**

From time to time, we may offer for sale certain "Exceptional Products", which are Products or experiences in a limited-time sale event that allows you to place orders or inquiries from specific designers or vendors that are specially curated by us, have limited quantities, and designed for an exceptional experience, and which the applicable vendor ("EP Vendor") will supply, deliver, provide, fulfill, and/or perform ("EP Fulfillment") at one or more later times. Exceptional Products are also subject to, and by placing an order or inquiry for an Exceptional Product you agree to, the following additional terms and conditions:

- Exceptional Products are available on a first-come, first-served basis.
- If you purchase an Exceptional Product directly from us:

- All sales of Exceptional Products are final and non-refundable (subject to applicable law and EP Vendor availability), and resales are prohibited, but you may gift your purchase of an Exceptional Product to another person, so long as you provide us notice of their contact information, with their permission, prior to finalizing your order. Any sales tax, duties, import taxes, or similar charges, will be determined based on the recipient's address and collected at the time of any balance payment.
- If the purchase price for an Exceptional Product is not collected in full at the time of your order, to finalize your purchase (and notwithstanding anything to the contrary in any order/checkout confirmation page or communication), you must pay any balance (including any applicable duties, taxes, VAT, or similar charges) in full within 72 hours, unless a greater time period is indicated in the Exceptional Product detail page. We will promptly reach out to you at the email address or phone number in your order to finalize your order and process any balance payment. If you do not pay the balance in full within the applicable time period, we reserve the right to cancel your order, return any deposit, and offer the Exceptional Product for sale publicly.
- Pursuant to your purchase of an Exceptional Product, we will provide the applicable EP Vendor with your (or the designated recipient's) name and contact information so that the EP Vendor may perform the EP Fulfillment. You give us permission to share such information (or the contact information of your designated gift recipient, and you confirm to us that you have their permission for us to share such information) with the EP Vendor for the purposes of EP Fulfillment, and to cooperate and assist in such EP Fulfillment as we deem necessary or appropriate.
- As between you and us, the EP Vendor is solely responsible for EP Fulfillment, and we are only responsible to collect from you payment for the Exceptional Product and to use our commercially reasonable efforts to confirm your order with the EP Vendor. If the EP Vendor does not confirm your order for any reason, we will issue you a refund in full.
- If you purchase an Exceptional Product from the EP Vendor:
  - Upon your inquiry and confirmation to us of your intent to purchase the Exceptional Product, we will provide the applicable EP Vendor with your (or your designated recipient's) name and contact information so that the EP Vendor may finalize the order as it deems necessary or appropriate, collect payment, and perform the EP Fulfillment. You give us permission to share such information (or the contact information of your designated gift recipient, and you confirm to us that you have their permission for us to share such information) with the EP Vendor for the purposes of negotiating and finalizing your order, collecting payment, and EP Fulfillment. For clarity, such orders are not final or confirmed until accepted as such by the EP Vendor pursuant to its applicable processes, terms, and conditions.
  - As between you and us, the EP Vendor is solely responsible for EP Fulfillment, and to collect from you payment for the Exceptional Product and any applicable sales tax, VAT, duties, import taxes, or other government charges and fees, but we may cooperate and assist you and/or the EP Vendor in in such EP Fulfillment as we deem necessary or appropriate.
- EP Fulfillment will take place in the time and manner as specified in the Exceptional Product detail page and in the EP Vendor's reasonable discretion, and as may otherwise be agreed by you or us with the EP Vendor. If EP Fulfillment is delayed or canceled in connection with events outside of

the EP Vendor's reasonable control, the EP Vendor may, in its discretion, issue a refund, or reschedule, defer, or reasonably modify the EP Fulfillment.

- The price of an Exceptional Product covers the cost of the Exceptional Product only. Unless expressly indicated otherwise in the Exceptional Product detail page, the price does not include sales tax, VAT, import taxes, duties, or any travel, lodging, meals, services, documentation, insurance, registrations, modifications, customization, or government fees or charges. If the EP Vendor offers or permits you to make customizations or modifications to or in connection with the Exceptional Product or EP Fulfillment, any applicable costs or expenses (and any related taxes or charges) are your sole responsibility, and you agree to pay such amounts upon request by us or the EP Vendor.
- We do not provide any warranty or guarantee with respect to an Exceptional Product or EP Fulfillment. You agree that we are not liable for, and you expressly agree to waive and release all claims, now known or hereafter known, against us and our affiliates and our and their employees, owners, shareholders, directors, officers, agents, and representatives (collectively, "Moda Parties"), and to hold us and the Moda Parties harmless from and against any claims, charges, liabilities, losses, injury, damages, and costs, in each case, in connection with your purchase of an Exceptional Product and EP Fulfillment.
- You are responsible to comply with all applicable laws, rules, and regulations in connection with the Exceptional Product and your participation in the EP Fulfillment. We do not warrant that Exceptional Product descriptions are complete or accurate, and may be subject to reasonable changes at EP Vendor's discretion. EP Fulfillment may be subject to additional terms and conditions by the EP Vendor, and you are responsible to review, assent to, and comply with any such terms.

#### **14. SMS Terms**

We may seek to send messages to you on your wireless device ("Text Messaging"). By joining a text message program, you agree and give us your prior express written consent to receive Text Messaging, including recurring promotional and personalized text (e.g., SMS or MMS) messages from us or our agents to any phone number you provide us using automated or non-automated technology (including an automatic telephone dialing system), and/or prerecorded messages, even if your number is listed on the federal or state "do not call" registries. You are not required to agree to receive promotional text messages as a condition to purchase goods or services from us. Message and data rates may apply.

You represent that you are the owner or authorized user of the device you use to sign up for Text Messaging and that you are authorized to approve the applicable charges. You may not consent on behalf of someone else. You affirm that you are of legal age to form a binding contract, or have obtained parental or guardian consent to do so before using our Text Messaging service.

Through the provision of our Text Messaging service, we and our service provider may receive and store data about text messages exchanged, including the date and time of the text message, your name, your phone number, and the content of the text message. We will use the information we obtain in connection with Text Messaging in accordance with these SMS Terms and our [Privacy Policy](#).

We may send you an initial message confirming that we have received your opt-in to Text Messaging. After that, you may receive recurring text messages, and the specific frequency amount may vary. The number of

text messages you receive may depend upon factors including how you use our Services and whether you take steps to generate additional text messages from us (such as by sending a HELP request). We reserve the right to alter the frequency of messages at any time, so as to increase or decrease the total number of sent messages. We also reserve the right to change the short code or phone number from which messages are sent and we will notify you when we do so.

To opt out of promotional Text Messaging at any time, you must text “STOP,” “END,” “CANCEL,” “UNSUBSCRIBE,” or “QUIT” in response to any such text messages. You agree that texting “STOP,” “END,” “CANCEL,” “UNSUBSCRIBE,” or “QUIT” in response to our text message is the only reasonable method of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than “STOP,” “END,” “CANCEL,” “UNSUBSCRIBE,” or “QUIT” or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands and agree that Moda and our service providers will have no liability for failing to honor such requests. We may send you a text confirmation of your opt-out. If you unsubscribe from one of our Text Messaging programs, you may continue to receive Text Messaging messages from Moda through any other programs you have joined until you separately unsubscribe from those programs. If you opt out of promotional text messages, we may still contact you about your transactions with us.

Text the keyword HELP to our shortcode to return customer care contact information. If you are experiencing any problems, you can also reach out to us at [care@modaoperandi.com](mailto:care@modaoperandi.com).

By agreeing to these SMS Terms, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by emailing us at [privacy@modaoperandi.com](mailto:privacy@modaoperandi.com) with “Revoke Electronic Consent” in the subject line.

To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, email us at [privacy@modaoperandi.com](mailto:privacy@modaoperandi.com) with contact information and the address for delivery.

Mobile access is required for Text Messaging, and text messages are not available or deliverable on some carriers and devices or in some areas. Content may not be compatible with all cell phone models, and the available carriers may change at any time. Moda and its service providers or the mobile carriers (e.g. T-Mobile) are not liable for any delayed or undelivered messages.

## **15. Use of Products**

You should use the Products in accordance with their instructions / directions and only for their intended purpose. Please read the Product labels and information before use.

## **16. Miscellaneous**

These Terms and Conditions constitute the entire agreement and understanding between us and you concerning the subject matter hereof. These Terms and Conditions may not be altered, supplemented, or amended orally or by the use of any other documents. No failure or delay on the part of Moda Operandi in exercising any right,

power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or waiver of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The headings in these Terms and Conditions are for convenience only, and shall not limit or otherwise affect the meaning or interpretation hereof. You shall indemnify us and hold us harmless for any costs, losses, damages, or claims arising in connection with your breach or threatened breach of these Terms and Conditions.

If you have any questions or concerns regarding these Terms and Conditions, please contact [care@modaoperandi.com](mailto:care@modaoperandi.com) or by calling our Care team at (800) 707-9898 if you are calling from the United States, or +1 (212) 729-0984 if you are calling internationally. Please note that communications with Care may be recorded or monitored.

## **17. Dispute Resolution**

### **A. Dispute Resolution for US Residents: Agreement To Arbitrate; Class Action and Jury Waiver**

*Last Updated: July 23, 2025*

*If you are a resident of the United States, the following terms apply to you.*

**PLEASE READ THIS SECTION (THE “ARBITRATION AGREEMENT”) CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH INDIVIDUAL ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. THIS SECTION ALSO CONTAINS A JURY TRIAL WAIVER AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, REPRESENTATIVE, OR CONSOLIDATED ACTION IN ARBITRATION OR LITIGATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. UNLESS YOU OPT OUT IN ACCORDANCE WITH THE OPT-OUT PROCEDURES DESCRIBED BELOW, YOU WILL BE BOUND BY THIS ARBITRATION AGREEMENT.**

#### ***I. Mandatory Individual Arbitration***

*Mandatory Individual Arbitration.* Any dispute, claim, or controversy between you, on the one hand, and Moda and/or any of its affiliates and/or its and their employees, officers, or directors (collectively, “Moda Parties”), on the other hand, including, but not limited to, those relating to or arising from (i) the Services, Products, or (ii) these Terms and Conditions (including this Arbitration Agreement), or any other contract, arrangement, Moda policy or FAQ, agreement, or terms entered into by you and Moda that are governed by, or otherwise incorporate or reference, or are incorporated by reference in, these Terms and Conditions (“Other Terms”), including, without limitation, those relating to the formation, breach, termination, enforcement, interpretation, validity, scope, or applicability of the Terms and Conditions (including the Arbitration Agreement) or Other Terms, whether arising before, on, or after you enter into these Terms and Conditions (any such dispute, claim, or controversy, “Dispute”), shall, if not resolved through the pre-arbitration procedures set forth in subsection 4 below, be exclusively resolved by individual, binding arbitration in accordance with this Arbitration Agreement. You and Moda agree that the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Disputes relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any

Dispute that all or any part of this Arbitration Agreement is void or voidable, and further, that the arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms and Conditions are unconscionable or illusory, in whole or in part, and any defense to arbitration, including waiver, delay, laches, or estoppel. As used in this Arbitration Agreement, you and we may also be referred to as the “parties”, or individually, a “party”.

To the fullest extent permissible by applicable law, all Disputes against a Moda Party must be filed within one year after such Disputes or cause of action arose or it will be forever barred.

If you or Moda files or causes to be filed in court a complaint alleging a Dispute that is subject to arbitration under this Arbitration Agreement, the defendant/respondent will notify the party or the party’s attorney (if an attorney has entered an appearance) of the existence of this Arbitration Agreement, and request that the complaint be withdrawn. If the party does not withdraw the action within 10 calendar days of receipt of that notice, the defendant/respondent shall be entitled to its costs and fees (including reasonable attorneys’ fees) incurred in seeking to enforce this Arbitration Agreement.

*Certain Exceptions to Mandatory Arbitration.* Notwithstanding anything to the contrary in this Arbitration Agreement: You and Moda each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights, whether registered or unregistered, under the laws of any jurisdiction (“IP Claims”); any legal action by Moda against a non-consumer or its interactions with governmental and regulatory authorities shall not be subject to arbitration (“Non-Consumer Claims”); and either party may also elect to have eligible Disputes heard in small claims court seeking only individualized relief, so long as the action is not removed or appealed to a court of general jurisdiction (together with IP Claims and Non-Consumer Claims, “Excepted Claims”).

*Governing Law and Jurisdiction for Non-Arbitral Disputes.* If (i) you timely provide Moda with a valid Opt-Out Notice (as defined below), and you are not bound to any previous or other arbitration agreements with Moda; ; or (ii) any Dispute is determined not to be subject to arbitration or resolution (including if any court of competent jurisdiction or arbitrator, after exhaustion of all appeals, determines that the Class Action/Jury Trial Waiver, below, is void or unenforceable for any reason, or that your Dispute can proceed on a class, collective, representative, or consolidated basis other than the Mass Filing Procedures, below); then you and Moda each irrevocably agree that the exclusive jurisdiction and venue with respect to such Dispute shall be the federal or state courts of competent jurisdiction in New Castle County, Delaware, and any such Dispute and these Terms and Conditions shall be governed by and construed in accordance with the substantive and procedural laws of the state of the State of Delaware, without regard to choice or conflict of law principles.

## *2. Class Action / Jury Trial Waiver*

Except for the permitted Mass Filing Procedures, any arbitration will be conducted only on an individual basis and not in a class, collective, representative, or consolidated proceeding. You and Moda agree that, to the fullest extent permitted by law, each party is waiving the right to a trial by jury or to participate as a plaintiff, claimant, or class member in any class, collective, private attorney general, representative, or



consolidated proceeding in respect of any Dispute, except solely as permitted by Mass Filing Procedures, below. This means that you and Moda may not (i) bring a Dispute on behalf of a class or group, or bring a Dispute on behalf of any other person unless doing so as a parent, guardian, or ward of a minor or in another similar capacity for an individual who cannot otherwise bring their own individual Dispute, or (ii) participate in any class, collective, private attorney general, representative, or consolidated proceeding (other than the permitted Mass Filing Procedures) brought by any third party. You or Moda may, however, participate in a class-wide settlement.

### 3. *Opt-Out Procedures*

You may opt out of this Arbitration Agreement. To do so, you must email [adr\\_notices@modaoperandi.com](mailto:adr_notices@modaoperandi.com) (“Notice Address”) a notice (“Opt-Out Notice”) no later than 30 days after you first agreed to this Arbitration Agreement, notwithstanding any subsequent amendment to it (“Opt-Out Period”). The Opt-Out Notice must contain your full legal name, your complete mailing and email address, and phone number, a clear and unconditional statement that you wish to opt out of this Arbitration Agreement, and your signature. If your Opt-Out Period has passed, you are not eligible to opt out of this Arbitration Agreement, and you will be bound to the terms and conditions of this Arbitration Agreement.

If you opt out of this Arbitration Agreement you may still be bound to previous versions of this Arbitration Agreement or other arbitration agreements by reason of your separate agreement to them, including subsequent agreements to mandatory arbitration. In other words, opting out of this Arbitration Agreement shall have no effect on any previous or subsequent arbitration agreement you enter(ed) into with Moda. In addition, if you do opt out of this Arbitration Agreement, all other provisions of the Terms and Conditions (including the Governing Law and Jurisdiction for Non-Arbitral Disputes section, above) will continue to be effective.

If Moda amends this Arbitration Agreement (other than a change to the Notice Address or other non-material changes), they will be effective and binding if and when you agree to them by agreeing to the Terms and Conditions. Moda may also provide you with notice, email being sufficient, and in such case, the amended Arbitration Agreement will be effective no earlier than the date specified in such notice (which will be at least 30 days therefrom), unless you reject any such change by sending an email to Moda at [adr\\_notices@modaoperandi.com](mailto:adr_notices@modaoperandi.com) within 30 days of the notice, and by providing: (i) your full legal name, (ii) your complete mailing address, (iii) your phone number, (iv) the change(s) you are rejecting, (v) and email address associated with any purchase from Moda. **This is not an opt out of arbitration altogether.** In addition, your continued or subsequent agreement to these Terms and Conditions is acknowledgment of, and agreement to, the changes to the Arbitration Agreement (subject to a 30-day Opt-Out Period for those changes), notwithstanding any prior rejection to changes that you sent to us under this paragraph.

### 4. *Rules and Procedures*

*Pre-Arbitration Procedures.* In the event of a Dispute (other than an Excepted Dispute), you and Moda each agree to send the other party a written notice of Dispute. A notice of Dispute (“Notice of Dispute”) from you to Moda must be emailed to the Notice Address. Any Notice of Dispute must include (i) the claimant’s full legal name, complete mailing address, and email address; (ii) a description of the nature and basis of the Dispute; (iii) any relevant facts regarding claimant’s use of the Services or Products, including whether claimant receives any emails associated with the Services, whether claimant has made a purchase

from Moda or on the Site, and if so, the date(s) of the purchase(s); and (iv) a personally signed statement from the claimant (and not their counsel) verifying the accuracy of the contents of the Notice. The Notice of Dispute must be individualized, meaning it can concern only your dispute and no other person's dispute. Moda will send any Notice of Dispute to you at the email address or mailing address it has for you, if any. After receipt of a Notice of Dispute, the parties shall, for a period of 60 days, engage in a good faith effort to resolve the Dispute. Any applicable limitations period (including statute of limitations) shall be tolled while the parties engage in the informal dispute resolution procedures set forth in this subsection. All of the Pre-Arbitration Procedures are essential so that you and Moda have a meaningful opportunity to resolve disputes informally.

*Arbitration Procedures.* If the parties cannot resolve the Dispute through the Pre-Arbitration Procedures above, you and Moda each agree that all Disputes shall be resolved exclusively through final and binding individual arbitration, rather than in court.

All Disputes shall be submitted to National Arbitration and Mediation ("NAM") for arbitration before one arbitrator. The arbitration will be administered by NAM in accordance with NAM's Comprehensive Dispute Resolution Rules and Procedures and, as applicable, Mass Filing Supplemental Dispute Resolution Rules and Procedures, then in effect ("NAM Rules"), except as modified by this Arbitration Agreement. A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the NAM Rules. As a requirement for the Dispute to be deemed properly filed, you and we agree that the party initiating arbitration must submit a certification that they have complied with the Pre-Arbitration Procedures and that they are a party to the Arbitration Agreement, a copy of which shall be enclosed with or attached to the demand for arbitration. The demand for arbitration and certification must be personally signed by the party initiating arbitration (and their counsel, if any). A form for initiating arbitration proceedings is available on NAM's website at [www.namadr.com/resources/rules-fees-forms/](http://www.namadr.com/resources/rules-fees-forms/) and for additional information on how to commence an arbitration proceeding, you can contact NAM at [customerservice@namadr.com](mailto:customerservice@namadr.com).

Notwithstanding any choice of law or other provision in these Terms and Conditions, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA") will govern its interpretation and enforcement and any proceedings under it. It is the intent of the parties that the FAA and the NAM Rules shall preempt all state laws to the fullest extent permitted by law. The laws of the state of Delaware, without regard to choice or conflict of law principles, shall govern (except as to California residents, in which case California law shall govern): (i) any issue regarding the interpretation or enforcement of this Arbitration Agreement to which the FAA and NAM Rules are found not to apply, and (ii) any other issue in a Dispute arbitrated hereunder.

Any arbitration hearing will be conducted remotely by telephone or video conference to the extent practicable, but if the arbitrator determines, or the parties agree, that a hearing should be conducted in person, the arbitration hearing will take place as close to your residence as practicable, or another agreed upon locale. At the conclusion of the arbitration proceeding, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. An arbitrator's award that has been fully satisfied shall not be entered in any court.

As in court, you and Moda agree that any counsel representing a party in arbitration shall certify when initiating and proceeding in arbitration that they are complying with the requirements of Federal Rule of Civil Procedure 11(b) and any applicable state laws of similar import, including certification that the Dispute or relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions under the NAM Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law, against all appropriately represented parties and counsel.

Except as expressly provided in the Arbitration Agreement, the arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorneys' fees and costs, in accordance with applicable law. Moda reserves all rights and defenses as to each and any Dispute, demand for Arbitration, and claimant.

*Mass Filing Procedures.* If NAM determines that 25 or more substantially similar arbitration demands presented by or with the assistance, coordination, or cooperation of the same law firm, group of law firms, cooperating law firms, or organization(s) are allowed to be submitted for arbitration, NAM's mass filing fee structure shall apply and the parties agree that the arbitrations will proceed in accordance with the batching process as follows: (i) NAM shall administer the arbitration demands in batches of at least 25 demands for arbitration of a substantially similar nature, with the discretion to create additional batches if NAM finds that they are necessary to facilitate the efficient resolution of demands; (ii) NAM shall provide for the concurrent resolution of each batch as a single consolidated arbitration with one arbitrator, one procedural calendar, one hearing (if any), and one final award; and (iii) following such determination of a mass filing, NAM shall apply a single set of admin and panel prep fees per batch in accordance with NAM's fee schedule. All parties agree that arbitrations are of a "substantially similar nature" for purposes of these Mass Filing Procedures if they arise out of or relate to the same or similar event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. These Mass Filing Procedures shall in no way be interpreted as authorizing class arbitrations of any kind.

*Arbitrator's Fees and Costs.* You are responsible for all of your own costs (including any attorneys' fees) and any costs or fees as set forth in the applicable NAM fee schedule. If you do not timely pay any required fees to NAM, any refusal by Moda to pay such fees on your behalf shall not void or otherwise invalidate this Arbitration Agreement, which shall remain in full force and effect.

*Confidentiality.* The parties agree that the arbitrator is authorized to issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal to the furthest extent permitted by law.

*Requirement of Individualized Relief.* The parties agree that, to the fullest extent permitted by law, the arbitrator is authorized, upon either party's request, to award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Dispute.

5. *Severability & Survival*

If any provision or portion of this Arbitration Agreement is found to be void, invalid, or otherwise unenforceable, then that provision or portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible, and further, the remainder of this Arbitration Agreement shall continue to be enforceable and valid according to its terms, and you may still be bound to previous versions of this Arbitration Agreement by reason of your separate agreement to those previous versions.

This Arbitration Agreement shall survive termination of these Terms and Conditions. Except as provided in subsections A(1) and A(3) above, the terms and conditions of this Arbitration Agreement shall supersede and replace any and all previous arbitration, dispute resolution, and/or class action/jury waiver agreements you may have entered into with Moda.

B. DISPUTE RESOLUTION FOR NON-U.S. RESIDENTS

PLEASE READ THIS SECTION CAREFULLY. IT DESCRIBES HOW DISPUTES BETWEEN YOU AND MODA ARE RESOLVED. NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES LOCAL CONSUMER LAWS WHICH APPLY TO YOU AND WHICH CANNOT LAWFULLY BE EXCLUDED (INCLUDING TO THE EXTENT RELEVANT, THE RIGHT TO BRING ACTION IN THE LOCAL COURTS OF YOUR COUNTRY OF RESIDENCE).

To the fullest extent permitted by applicable law, any dispute, claim, or controversy between you, on the one hand, and Moda and/or any of its affiliates and/or its and their employees, officers, or directors (each, a “Moda Party”), on the other hand, including, but not limited to, those relating to or arising from (i) the Services, Products, or (ii) these Terms and Conditions, or any other contract, arrangement, Moda policy or FAQ, agreement, or terms entered into by you and Moda that are governed by, or otherwise incorporate or reference, or are incorporated by reference in, these Terms and Conditions (“Other Terms”), including, without limitation, those relating to the formation, breach, termination, enforcement, interpretation, validity, scope, or applicability of the Terms and Conditions or Other Terms, whether arising before, on, or after you enter into these Terms and Conditions (any such dispute, claim, or controversy, “Dispute”), shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles.

To the fullest extent permitted by applicable law, these Terms and Conditions and any Dispute shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles, and you and we irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in New Castle County, Delaware for the resolution of any such Disputes, and further, waive any objection to the laying of venue in such courts and agrees that shall not be a basis for transfer or dismissal.

WHERE PERMITTED BY APPLICABLE LAW, YOU AND MODA 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

ACTION. This limitation on class actions will not apply where prohibited by the laws of your country of residence.

To the fullest extent permissible by applicable law, any dispute against a Moda Party must be filed within one year after such dispute or cause of action arose, or it will be forever barred.