YGNACIO CENTER - ONLINE TERMS OF USE

Effective: March 3, 2026

These terms and conditions of use ("**Terms of Use**") govern your use or access of our online interfaces and properties (e.g., websites and mobile applications) owned and controlled by Ygnacio Center ("**Ygnacio Center**"), including the Ygnacio Center websites and any related mobile applications (collectively, the "**Site**"). Your compliance with these Terms of Use is a condition to your use of the Site. If you do not agree to be bound by the Terms of Use, promptly exit this Site. Please also consult our Privacy Policy at www.ygnaciocenter.com/privacypolicy, which is incorporated into these Terms of Use, for a description of our privacy practices and policies.

Binding Arbitration. These Terms of Use provide that all disputes between you and Ygnacio Center that in any way relate to these Terms of Use or your use or access of the Site will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with Ygnacio Center.

We may change these Terms of Use on a going-forward basis at any time and in our sole discretion. If we make changes to these Terms of Use, we will update the "Effective" date at the top of these Terms of Use when we make changes. Your continued use of the Site will confirm your acceptance of the revised Terms of Service. If you do not agree to the revised Terms of Service, you must stop using the Site. We encourage you to review the Terms of Service from time to time to ensure you understand the terms and conditions that apply to your access to, and use of, the Sites.

1. Ownership of the Site

All pages within this Site and any material and app made available for download are the property of Ygnacio Center, or its licensors or suppliers, as applicable. The Site is protected by United States and international copyright and trademark laws. The contents of the Site, including without limitation all data, files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site ("Content") may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized by these Terms of Use or otherwise approved in writing by Ygnacio Center. You may not frame or utilize framing techniques to enclose, or deep link to, any name, trademarks, service marks, logo, Content or other proprietary information (including images, text, page layout, or form) of Ygnacio Center without our express written consent.

2. Site Access, Security and Restrictions; Passwords

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or Content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. You may not conceal or misrepresent your identity when accessing or using the Service.

Violations of system or network security may result in civil or criminal liability. Ygnacio Center will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

Your access to the Site may be revoked by Ygnacio Center at any time with or without cause. You agree to defend, indemnify and hold Ygnacio Center harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by Ygnacio Center arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Site.

3. Accuracy and Integrity of Information; Colors

Although Ygnacio Center attempts to ensure the integrity and accuracy of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Ygnacio Center so that it can be corrected. Ygnacio Center reserves the right to unilaterally correct any inaccuracies on the Site without notice. Information contained on the Site may be changed or updated without notice. Additionally, Ygnacio Center shall have no responsibility or liability for information or Content posted to the Site from any non-Ygnacio Center affiliated third party.

We have made significant efforts to accurately display the colors of our products that appear on the Site. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

4. Links to Other Sites

Ygnacio Center makes no representations whatsoever about any other website that you may access through this Site. When you access a non-Ygnacio Center website, please understand that it is independent from Ygnacio Center, and that Ygnacio Center has no control over the content on that website. In addition, a link to a non-Ygnacio Center website does not mean that Ygnacio Center endorses or accepts any responsibility for the content, or the use, of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party websites linked to this Site, you do this entirely at your own risk.

5. Claims of Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our Site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

Ygnacio Center respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("**DMCA**"), we will respond promptly to notices of alleged infringement that are reported to Ygnacio Center's Designated Copyright Agent, identified below.

Notices of Alleged Infringement for Content Made Available on the Site

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice ("Notice") complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.

2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.

3. Provide your mailing address, telephone number, and, if available, email address.

4. Include both of the following statements in the body of the Notice:

> "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
>
> "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.

6. Disclaimer of Warranties

YGNACIO CENTER DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. YGNACIO CENTER DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR ACCESS TO OR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. YGNACIO CENTER DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS**,** TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY YGNACIO CENTER ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES.

7. Limitation of Liability Regarding Access and Use of Site

YGNACIO CENTER AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF YGNACIO CENTER TO YOU WITH RESPECT TO YOUR ACCESS AND USE OF THIS SITE IS $5 (FIVE DOLLARS).

8. Dispute Resolution; Arbitration Agreement.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND HOW CLAIMS THAT YOU AND YGNACIO CENTER HAVE AGAINST EACH OTHER ARE RESOLVED. This Section is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Ygnacio

Center agree that we intend that this Section satisfies the “writing” requirement of the Federal Arbitration Act.

We will try work in good faith to resolve any issue you have with Site, including products and services ordered or purchased through the Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

You and Ygnacio Center agree that any dispute, claim or controversy arising out of or relating in any way to these Terms of Use or your use of the Site, including products and services ordered or purchased through the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court.

You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Ygnacio Center are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Ygnacio Center. If you desire to assert a claim against Ygnacio Center, and you therefore elect to seek arbitration, you must first send to Ygnacio Center, by certified mail, a written notice of your claim ("Notice"). The Notice to Ygnacio Center should be addressed to: 2033 North Main Street, Walnut Creek, CA 94596, 1990 North California Blvd, Walnut Creek, CA 94596, 2001 North Main Street, Walnut Creek, CA 94596 ("Notice Address"). If Ygnacio Center desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Ygnacio Center, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand").

If Ygnacio Center and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Ygnacio Center may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Ygnacio Center or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at www.adr.org. If you are required to pay a filing fee, after Ygnacio Center receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US $10,000.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules”**) of the American

Arbitration Association ("**AAA**"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. If your claim is for US $10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

If the arbitrator issues you an award that is greater than the value of Ygnacio Center's last written settlement offer made before an arbitrator was selected (or if Ygnacio Center did not make a settlement offer before an arbitrator was selected), then Ygnacio Center will pay you the amount of the award or US $1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND YGNACIO CENTER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and Ygnacio Center agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may 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 claim. If this Agreement to Arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims.

(a) Arbitrator Will Interpret These Terms of Use. The Arbitrator, and not any federal, state, or local court or agency, has the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability, or formation of these Terms of Use and the arbitration provisions in this Section, including but not limited to any claim that all or any part of these Terms of Use is void or voidable;

(b) Location of Arbitration. The Arbitration will be held either: (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home

or place of business); or (ii) at such other location as may be mutually agreed upon by you and Ygnacio Center; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than $10,000 in aggregate, by telephone or by written submission;

(c) Governing Law. The Arbitrator (i) will apply internal laws of the State of California consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent that federal law prevails, will apply the law of the U.S., irrespective of any conflict of law principles; (ii) will entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with California or federal rules of procedure, as applicable; (iii) will honor claims of privilege recognized at law; and (iv) will have authority to award any form of legal or equitable relief;

(d) No Class Relief. The Arbitration can resolve only your and Ygnacio Center's individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;

(e) Written Award. The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;

(f) Arbitration Costs. In the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, Ygnacio Center will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;

(g) Reasonable Attorney's Fees. If, through the process set forth in this Section, you recover an Award greater than Ygnacio Center's last written settlement offer, we will reimburse your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, and we will bear our own attorneys' fees;

(h) Interpretation and Enforcement of Arbitration Clause. With the exception of the subsection entitled No Class Relief above, if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, "No Class Relief" is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Ygnacio Center shall be entitled to arbitrate their dispute, and must instead bring any claims in a court of competent jurisdiction;

(i) Small Claims Matters are Excluded. No Class Relief or Joinder of Claims. Notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against Ygnacio Center in your local small claims court within the U.S., if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding;

(j) Right to Opt Out. You may opt out of this agreement to arbitrate. If you do so, neither you nor Ygnacio Center can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within 30 days of the date that you first became subject to this arbitration provision, and must include your name and residence address, the email address you use for your Ygnacio Center account (if you have one), and a clear statement that you want to opt out of this arbitration agreement. Any requests to opt out must be sent to: 2033 North Main Street, Walnut Creek, CA 94596, 1990 North California Blvd, Walnut Creek, CA 94596, 2001 North Main Street, Walnut Creek, CA 94596; and

(k) Intellectual Property Disputes. Notwithstanding the foregoing, Ygnacio Center or you may submit any dispute, cause of action, claim, or controversy relating to our or your intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and other patents) to any court of competent jurisdiction.

9. General.

Any claim relating to, and the use of, this Site and the materials contained herein is governed by the laws of the State of California. To the extent the provisions in the section titled Dispute Resolution do not apply, you consent to the exclusive jurisdiction of the state and federal courts located in Contra Costa County, California. A printed version of these Terms of Use will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms of Use set forth the entire understanding and agreement between us with respect to the subject matter hereof. We do not guarantee continuous, uninterrupted or secure access to the Site, and operation of the Site may be interfered with by numerous factors outside of our control. Except as set forth in the section titled Dispute Resolution above, if any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions will be enforced. You agree that these Terms of Use and all incorporated agreements may be automatically assigned by Ygnacio Center in our sole discretion. Headings are for reference purposes and have no interpretive value. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. All sections which by their context ought to survive these Terms of Use will survive any termination or expiration of these Terms.