

**Change Terms of Use**  
**Last Updated:** July 1, 2021

This Terms of Use ("**Terms of Use**" or "**Terms**") is between GetChange Corp. d/b/a Change and its subsidiaries and affiliates (collectively, "**Change**," "**we**," "**our**," and "**us**") and Users (as defined in Section 1 below). This Terms of Use governs User's access to and/or use of our website located at [www.getchange.io](http://www.getchange.io) and any mobile versions and/or applications related thereto ("**Website**"), Change's mobile application ("**Application**"), products, services and any sites Change has now or acquires in the future (collectively, the "**Services**"). **If a User does not agree to be bound by this Terms of Use, such User shall not access or use the Website, Application or the Services.**

EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 19 BELOW, USER AGREES THAT DISPUTES BETWEEN USER AND CHANGE WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND USER WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT AND/OR CLASS-WIDE ARBITRATION.

By downloading, accessing and/or using the Services, User acknowledges and agrees that such User has read, understands and agrees to be bound by all of the terms and conditions of this Terms of Use, as well as all other applicable rules or policies, terms and conditions or agreements that are or may be established by Change from time to time and the foregoing shall be incorporated herein by reference. The terms and conditions of this Terms of Use will exclusively govern Users' access to and/or use of the Services. IF AN INDIVIDUAL IS AGREEING TO THIS TERMS OF USE ON BEHALF OF A LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THE INDIVIDUAL HAS THE LEGAL AUTHORITY TO BIND SUCH ENTITY.

Change also reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Services, which may be posted in the relevant parts of the website and/or dashboard of such User's Account (if applicable). User's continued use of the Services constitutes User's agreement to comply with these additional rules. Those additional terms promulgated by Change will control in the event of any conflict with these Terms of Use.

Change may update this Terms of Use in its sole discretion, at any time, in whole or in part. If Change makes changes and/or modifications that impact User's use of and/or access to the Services, we will post notice of the change and/or modification on this Terms of Use and change the 'Last Updated' date set forth above. User agrees that its continued use of the Services following changes and/or modifications will constitute acceptance of such changes and/or modifications. We may also provide Users additional forms of notice as appropriate under the circumstances. If User does not agree to the changes, User shall not use the Services after the effective date of the changes and/or modifications. Please revisit this Terms of Use regularly to ensure that you stay informed of any changes and/or modifications to this Terms of Use.

## **1. Overview**

Change developed a software-as-a-service platform that supports the giving economy by enabling Users to shop in a marketplace of Retailers or shop on a Retailers website and donate to an Organization, fundraise for an Organization and/or track purchases with Retailers (collectively, the "**Intended Purpose**"). Not-for-profit organizations ("**Organization(s)**") located in one of the 50 U.S. States or the District of Columbia that are in good standing with the Internal Revenue Services ("**IRS**") as a 501(c)(3) and meet Change eligibility criteria, which may change from time to time in its sole and absolute discretion, named administrators within the Organization ("**Organization Admin(s)**") that may be individuals or entities, fundraisers within the Organization ("**Team Member(s)**"), individual donors ("**Supporter(s)**"), retailers ("**Retailer(s)**") and named retail administrators ("**Retail Admin(s)**") agree to only use Change for legal purposes that conform with the Intended Purpose and in accordance with the terms and conditions set forth herein. Organizations, Organization Admins, Team Members, Supporters, Retailers and Retailer Admins shall collectively be referred to herein as the "**User(s)**". The Organization Admins will have the ability to manage its Organization's profile, invite Team Members, designate Organization Admins and transfer monies received for donations to designated accounts. The Organization Admins will send the applicable Team Members an invitation to access Organization's Portal, and in such event the Team Member shall assist in marketing and promoting the Organization to increase donations and will have the ability to access marketing content associated with the Organization and reporting related to performance. Retailers are the retail organizations that allow Supporters to make a donation to an Organization when purchasing goods and/or products from such Retailer. The Retailer may elect to designate a Retailer Admin and in such event the Retailer Admin will have the ability to access applicable reports and manage billing. The Services are an administrative platform only, and Change is not a broker, agent, financial institution, creditor, professional fundraiser, or nonprofit corporation. Change does not guarantee the quantity and/or amount of any donations and/or any outcome related thereto. Users will comply with all applicable laws, rules and/or regulations when accessing and/or using the Services.

## **2. Use of the Services**

Access to Services. Change retains the right, in its sole and absolute discretion, to deny service and/or access to and/or use of the Services to anyone at any time and for any reason. While we use reasonable efforts to keep the Services accessible, the Services and/or User's Account may be unavailable from time to time. User understands and agrees that there may be interruptions to the Services and/or access to User's Account due to circumstances within Change' control (e.g., routine maintenance) and outside of Change' control. User acknowledges and agrees that the use of the Services is at User's own risk, including without limitation the risk that User might be exposed to content that is offensive, indecent, inaccurate and/or objectionable. The Services may be modified, updated, suspended and/or discontinued at any time as determined by Change in its sole and absolute discretion and without notice and/or liability and User acknowledges and agrees that it is aware of this and any risks related thereto.

Right to Use. The Services contains material which is owned by or licensed to Change or to which Change otherwise has permission to use. By using the Services and accepting this Terms

of Use: (a) Change grants User a limited, nonexclusive, non-transferable, non-sublicensable, revocable right to access and/or use of the Services for the Intended Purpose pursuant to this Terms of Use and to any additional terms and policies set forth by Change; and (b) User agrees not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell and/or re-sell any content, software, products and/or services obtained from and/or accessed through the Services without the express written permission of Change.

Application License. Subject to your compliance with the Terms, Change grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an "**App Store Sourced Application**"), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (b) as permitted by the "**Usage Rules**" set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Application access through or downloaded from the Google Play store (a "**Google Play Sourced Application**"), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

Certain Restrictions. The rights granted to you in the Terms are subject to the following restrictions:

- User shall not decompile, modify, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;
- User may not access all or any part of the Services in order to build a product or service which competes with the Services;
- User shall not copy or imitate part or all of the design, layout, or look-and-feel of the Services or individual sections of it, in any form or media;
- User shall not access any content on the Services via automated means including without limitation crawling, scraping and/or caching.
- User agrees not to intentionally hold Change and/or their employees and/or directors up to public scorn, ridicule or defamation;
- User will use commercially reasonable efforts to prevent unauthorized access to and/or use of the Services, and notify Change promptly of any such unauthorized access and/or use;
- User will not attempt to do any of the following: access data not intended for User, monitor the Services for data gathering purposes in an effort to track sales, usage, aggregate, pricing and/or similar information, and/or interfere with the Services in relation to any user in any manner; and/or
- User shall not use the Services for any unlawful purpose and/or to violate any federal, state, international law, code of conduct and/or other guidelines which may be applicable to the Services provided.

Third-Party Materials. As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Change to monitor such materials and that you access these materials at your own risk.

### **3. Registration**

Eligibility. Users must be at least eighteen (18) years of age or older and no person under the age of eighteen (18) should be a User or otherwise receive payment. Use of the Services as a User shall be deemed to be a representation that the User is 18 years of age or older. If we learn we have collected personal information from a child under the age of thirteen (13), we will delete the information, so please contact us at [hello@getchange.io](mailto:hello@getchange.io) if you think a child has provided us with personal information.

Account Creation. In order to use the Services as an Organization, Organization Admin, Team Member, Retailer and the Retailer Admin must set up an account ("**Account**") and Supporters may elect to set up an Account or provide a one-time guest user purchase without setting up an Account. Such Account requires such Organization, Organization Admin, Team Member, Retailer, Retailer Admin or Supporter (if applicable) to (i) indicate agreement to this Terms of Use, and (ii) submit any other form of authentication required during the enrollment process, as determined by Change in its sole and absolute discretion.

Registration Data. If an Account is established with Change, such Organization, Organization Admin, Team Member, Retailer, Retailer Admin or Supporter (if applicable) agrees to provide true, accurate, and current information in connection with the Account. Account holders are responsible for updating and correcting information submitted to create and/or maintain an Account. Organization, Organization Admin, Team Member, Retailer, Retailer Admin or Supporter (if applicable) is solely responsible for maintaining the security and confidentiality of the password used to access its Account. Each Organization, Organization Admin, Team Member, Retailer, Retailer Admin or Supporter (if applicable) acknowledges and agrees that Change shall have no responsibility for any incident arising out of, and/or related to, the Account settings. Change will assume that anyone using the Services and/or transacting through the Account is authorized by the Organization, Organization Admin, Team Member, Retailer, Retailer Admin or Supporter (if applicable), including without limitation any fees charged, or purchases made. Therefore, the Organization, Organization Admin, Team Member, Retailer, Retailer Admin or Supporter (if applicable) further agrees to immediately notify Change of any unauthorized use of passwords and/or Account and/or any other breach of security. No disguised identities are allowed to be used in connection with the Services. We may refuse to grant an Account with a name that impersonates someone else, if it may be illegal, vulgar, offensive, and/or if it may be protected by trademark or other proprietary rights, as determined by Change in its sole and absolute discretion. Accounts are non-transferrable and may not be sold, combined and/or otherwise shared with any other person. If the Organization, Organization Admin, Team Member, Retailer, Retailer Admin or Supporter (if applicable) violate this Terms of Use we may terminate such Account immediately. Upon termination, the provisions of this Terms of Use are by their nature intended to survive termination (including

without limitation any disclaimers, limitations of liability and indemnities) shall survive such termination.

Terms with End Users. Each Organization, Organization Admin and/or Team Member shall have in place and will present its end users with terms of use that contains provisions at least as protective as Change as those in these Terms of Use, including without limitation Section 9 (Ownership) and Section 11 (User Conduct). Each Organization, Organization Admin and/or Team Member must inform end users in their terms of use that (i) Change is not liable for the Organization, Organization Admin and/or Team Member's site, services and/or products; (ii) Change cannot provide assistance with use of the Organization, Organization Admin and/or Team Member's site, services and/or products; (iii) Organization, Organization Admin and/or Team Member is solely responsible for any liability which may arise from an end user's access to or use of such party's site, services and/or products, including without limitation, the development, use, marketing, distribution, access and/or storage of the end user's data. The Organization, Organization Admin and/or Team Member shall defend, indemnify and hold harmless Change from and against any and all claims, losses, liabilities, expenses or damages, including attorney's fees, arising from and/or relating to any breach of the terms and conditions set forth herein by the end user.

#### **4. Payment Terms for Change Shopify App**

Change Shopify App. Change's 'Change Shopify App' technology is integrated with the ecommerce experience of Retailers that partner with Change. All intellectual property related to 'Change Shopify App' is owned by Change and the Retailer has the right to access and use it as described herein. Users of the Shopify App are subject to fees that are defined on the Shopify app listing page. These fees may change time to time, please visit the listing page for the latest pricing information or reach out to [hello@getchange.io](mailto:hello@getchange.io). When Organizations, Organization Admins, Team Members or Supporters engage with Change technology on the Retailers website, such Organizations, Organization Admins, Team Members or Supporters, as the case may be, agree to all provisions in Change Terms of Use and Privacy Policy. The Organization's database is maintained by Change with customization based on the Retailer. Change does not collect any personal information from shoppers of store partners unless a User creates an Account or is otherwise logged into their Account.

Retailer Charges and Payment Terms. Commencing on the Effective Date and on a monthly basis thereafter, on the first day of each month, Retailer shall be invoiced for a predetermined service fee (as set forth in the separate Retailer Technology Agreement between the parties – if applicable) and any additional fees based on the transactions processed through its Account (the "**Change Fees**"). The Change Fees for transactions are defined as 3% of the donation up to 50 cents. The maximum amount charged on a per donation basis is 50 cents. On the last day of the next month, separate from the Change Fees, the Retailer's invoice for donations is finalized for the Retailer and Retailer will be automatically billed via ACH transfer (e.g., if Retailer is initially invoiced on January 1, Change will invoice Retailer for the donations on February 28), allowing Change to reconcile the donation amounts for all returns and/or incorrect transactions from the previous month.

Promotional Offers. From time to time Change may offer promotions waiving some of the transactions fees. During the promotional time period, any fees accrued will be charged as

normal and a credit will be issued back to the Retailer's account to be applied on future invoices. Credits will not be refunded for cash and can only be applied to future invoices. Promotions may only apply to new partners. See specific promotion details for more information or email [hello@getchange.io](mailto:hello@getchange.io).

## **5. Partnership with Our Change Foundation**

Our Change Foundation is a Donor Advised Fund ("**OCF**") and a United States 501(c)(3) charity (application filed and pending with the IRS) that raises new funds for charities through technology. OCF receives donations from Supporters, Change, and from Change's participating Retailers and grants one hundred percent (100%) of those funds to those Organizations suggested by Retailers and/or Supporters. Donations from Retailers and/or Supporters are processed via Change and sent to OCF, which receives the donations and grants the funds to the Organization(s) suggested by the Retailers and/or Supporters that meet OCF's standard charitable organization vetting processes (each a "qualified charity") within thirty (30) days. Using OCF's 501(c)(3) EIN number, Change will then issue receipts to our participating Retailers and/or Supporters. OCF will then disburse funds to the suggested qualified charity via physical checks, and such Organizations will receive the funds fifteen (15) days after the month's end. Once the disbursement is complete, OCF will confirm with Change that it has disbursed the funds to the appropriate Organizations suggested by each Retailer and/or Supporter. For example, if a Supporter purchases from a Retailer and decides to make a contribution to OCF at the point of sale, such Supporter may choose an Organization of his or her choice and suggest that OCF grant the contribution to the suggested Organization; the contribution will be made to OCF and the Supporter will receive a receipt with OCF's 501(c)(3) EIN number, and OCF in turn will write a physical check for that amount to the Organization suggested by the Supporter if it is a qualified charity and provide to Change a confirmation of such successful donation. As another example in the context of a charitable sales promotion, a Retailer may represent that for each purchase of a hoodie sweatshirt, Retailer will contribute \$1 to an Organization via OCF. The purchaser of the Hoodie may choose an Organization of his or her choice and suggest that OCF grant the Retailer's contribution to the suggested Organization; the contribution will be made to OCF, and OCF in turn will write a physical check for that amount to the specified Organization suggested by the purchaser if the Organization is a qualified charity and provide to Change a confirmation of such successful donation. While OCF has ultimate discretion and authority as to whether to grant the amount the Retailer and/or Supporter contributed to OCF to the Organization suggested by the Retailer and/or Supporter, it will do so unless the charity is not a qualified charity. For ease of description herein, most domestic public charities recognized as exempt under IRC 501(c)(3) will be a qualified charity. In very limited cases, Organizations other than OCF may receive contributions directly from Supporters, Change, and from Change's participating Retailers, and, in such cases, public-facing representations at the point of sale will make it clear to which Organization any contribution will be made. Should a suggested Organization not be a qualified charity, OCF will exercise best efforts to distribute the funds to an organization with purposes similar to the suggested Organization's purposes.

## **6. General Payment Terms**

Payment Method. Upon creating an Account, the User shall be required to designate a payment method ("**Payment Method**"). Supporters that elect not to set up an Account and desire to make a donation will be prompted to provide an applicable Payment Method to finalize the transaction. Such Account holder authorizes Change to automatically charge the Payment Method for the fees in advance or as otherwise agreed to by the parties in writing. If the PaymentMethod on file is closed or the Account information is changed, or if, for any reason, a charge is rejected by the Payment Method, the User shall immediately update the Payment Method or supply a new Payment Method, as appropriate. If the User does not notify us of updates to the Payment Method, to avoid interruption of the Services, we may participate in programs supported by the card provider, bank or other third parties to try to update the payment information. User authorizes us to continue billing the Account with the updated information that we obtain. If the User is unable to update its Payment Method with appropriate information, then Change will send and/or email an invoice to the User detailing the amount due and such invoice shall be due and payable within seven (7) days after the date of the invoice, or the User Account will be considered past due and Change may suspend and/or terminate the Account, without liability, and seek all available remedies at law and in equity.

Third-Party Payment Processor. As of the date set forth in these Terms of Use, Change uses Stripe, Inc. ("**Stripe**") as the third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By using the Services, you agree to be bound by Stripe's Privacy Policy: <https://stripe.com/privacy> and hereby consent and authorize Change and Stripe to share any information and payment instructions you provide with third-party service providers to the minimum extent required to complete your transactions.

Taxes and Third-Party Fees. Fees are exclusive of applicable taxes. User is responsible for and must pay any applicable taxes, fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Terms of Use. User shall also be responsible for all third-party fees (including, for example, mobile carrier fees, 'ISP' charges, dataplan charges, credit card fees, foreign exchange fees, and foreign transaction fees). We are not responsible for these fees if you have questions about fees please contact the applicable third party. We may take all steps necessary to collect the fees owed us and User is responsible for all related collection costs and expenses.

Reporting. Change will provide Retailers an aggregated non-profit performance report which shall be accessible through the Retailer's Account, which will include activity under Retailer's Account such as transactions, order value, donation amounts, Organizations related to the donations.

## **7. Organization Database**

Change utilizes an organization database ("**Organization Database**"). The data contained is provided by public sources or by a representative of the Organization itself. Data is updated on a monthly basis. If information is incorrect or if an Organization would like to contact us to

update the information found in the Organization Database please contact [hello@getchange.io](mailto:hello@getchange.io). Supporters are able to select an Organization that has not registered for an Account, as long as the Organization meets Change eligibility criteria, which may be modified from time to time in Change' sole and absolute discretion. If an Organization has not registered, but has Cash Back Donations that were allocated to an unregistered Organization by a Supporter, Change will attempt to contact the unregistered Organization with instructions on how to register, using the public contact information the Organization has filed with the IRS. Please note that donations that have been allocated to an unregistered charity from Users that made their first supporting purchase more than four (4) full calendar quarters ago will be reallocated to other registered Organizations, as determined by Change in its sole and absolute discretion, if the chosen charity remains unregistered at the end of the fourth (4th) calendar quarter following the Supporter's donation.

## **8. Responsibility for Content**

Types of Content. You acknowledge that all any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Services (collectively, "**Content**"), including the Services, is the sole responsibility of the party from whom such Content originated. This means that you, and not Change, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise share or make available ("**Make Available**") through the Services, including, but not limited to, shareable content, such as the Organization's name, the Organization's mission, the Retailer's name and any avatar created by User associated with its Account ("**User Content**"), and that you and other Users of the Services, and not Change, are similarly responsible for all such User Content.

No Obligation to Pre-Screen Content. You acknowledge that Change has no obligation to pre-screen Content (including, but not limited to, User Content), although Change reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of User Content, including without limitation messages that you send using the Services. In the event that Change pre-screens, refuses or removes any Content, you acknowledge that Change will do so for Change's benefit, not yours. Without limiting the foregoing, Change shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

## **9. Ownership**

Services. As between the parties, Change and/or its licensors are the sole owner of: (i) the Services and information provided by Change; (ii) any data or metadata created, aggregated, or generated by access to and/or use of the Services; and (iii) all of its source code, object code, software, content, copyrights, trademarks, patents, improvements, enhancements, derivatives, and any other intellectual property rights related to (i) and (ii) or included therein. Subject to the limited rights expressly granted hereunder, Change and/or its third party licensors reserve all right, title and interest in and to the Services and related information, including without

limitation all related worldwide intellectual property rights. No rights are granted to User hereunder other than as expressly set forth herein.

The Services, its content (including without limitation 'Change Shopify App') are copyrighted by Change, all rights reserved. Any redistribution or reproduction of part or all of the contents of the Services, including but not limited to text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, trade dress, logos, slogans, and/or proprietary technology currently used or which may be developed and/or used in the future in any form is prohibited.

User Content. User shall have exclusive title and ownership rights, including all intellectual property rights, throughout the world in all User Content. User is solely responsible for ensuring User Content and any and all communications regarding User Content sent through or associated with the Services meet any and all laws and regulatory and compliance guidelines that govern User's entity, industry, and/or relationship recipients of User Content; including but not limited to privacy advertising, consumer protection, intellectual property or other laws.

User hereby grants Change a worldwide, perpetual, non-exclusive, royalty-free, irrevocable, assignable, fully sub-licensable, transferable right (including any moral right) and license to use license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, User Content (in whole or in part), in any medium or manner, now known or hereafter devised, for the purposes of operating and providing the Services to you and to our other Users. User further hereby irrevocably grants the other users of the Services, the right to access and/or use User Content in connection with their use of the Services in accordance with this Terms of Use. User alone is responsible for User Content, and once published, it cannot always be withdrawn. User assumes all risks associated with User Content, including anyone's reliance on its quality, accuracy, and/or reliability. User also represents that User owns, and/or the non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display User Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in User Content. As part of a transaction, User may obtain personal information, including email address and shipping information, from other Users. This personal information shall only be used for the transaction and/or for Change-related communications, unless otherwise approved by the User in writing. Change has not granted User a license to use the information for unsolicited commercial messages or unauthorized transactions. Without limiting the foregoing, without express consent, User is not licensed to add any Change Users to email or physical mail lists.

Please carefully choose the information that you post on, through and/or in connection with the Services. By posting User Content, it is possible for a third party to re-post such User Content. User agrees to indemnify, defend and hold Change harmless for any disputes and/or claims concerning the foregoing use. Notwithstanding anything herein to the contrary, Change does not endorse any User Content in any way. User acknowledges and agrees that User has no

expectation of privacy with regard to any User Content. If User becomes aware of misuse of the Services by any person, please contact us at [hello@getchange.io](mailto:hello@getchange.io). Change may reject, refuse to post and/or delete User Content, in its sole and absolute discretion, without liability. Notwithstanding anything herein to the contrary, Change is not obligated to take any action not required by law.

Feedback. If User chooses to submit any questions, comments, ideas, suggestions, inventions, or other information ("**Feedback**") to Change, such Feedback is non-confidential and will become the sole property of Change. Change will be able to use any Feedback for any purpose including the developing, creating and/or marketing of products or services and User acknowledges Change will give no credit or compensation to User and User has no rights to the same. Change has no obligations to review any Feedback and may use and redistribute Feedback for any purpose without restriction in its sole and absolute discretion.

## **10. Interaction with Other Users.**

Change does not itself verify the qualifications of Users or other third parties, nor does it evaluate or control in any ongoing manner exchanges between Users. Any opinions or statements expressed by a User are of those of the User alone, and are not to be attributed to Change. Change cannot and does not assume responsibility for the accuracy, completeness, safety, reliability, timeliness, innocuousness, legality or applicability of anything said, written, posted, displayed or otherwise made available by any User. Please use caution, common sense, and practice safe trading. Change is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with any third party's products and/or services. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services; provided, however, that Change reserves the right, but has no obligation, to intercede in such disputes.

## **11. User Conduct**

Any use of the Services and/or information provided by Change other than as specifically authorized herein, without Change' prior written consent, is strictly prohibited. Without limiting the foregoing, User is responsible for User's actions (and the action of any person User permits access to the Services) while accessing or using the Services, and User shall not use the Services in any manner that violates applicable law, contract, intellectual property or other third-party rights. Users shall not (and User shall not permit any other person to):

- restrict or interfere with another User's ability to use or enjoy the Services;
- overburden Change' infrastructure in any manner and/or otherwise damage and/or impair the functionality of the Services;
- gather email addresses through harvesting or automated means;
- posting or transmitting unauthorized or unsolicited advertising, promotional materials, and/or any other forms of solicitation to other Users;
- attempt to access any portion of the Services that is not public and/or override any security measures that are in place;

- introduce any virus, 'Trojan Horse', worm or other similarly harmful programming routines or automated systems, including, 'robots' or 'botnets', that flood the system with information at an unreasonable rate;
- infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity;
- impersonate any other person or entity and/or use any misleading and/or false information or statements for any purpose, including but not limited to, gaining access to another User's account;
- provide content that is harmful, offensive, inaccurate, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, tortious, obscene or otherwise inappropriate language, including without limitation bigotry, racism, discrimination, hatred or profanity;
- interferes with or attempts to interfere with proper functioning of the Services or uses Services in any way not expressly permitted by the Terms; or
- involves commercial activities and/or sales without Company's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes.

## 12. Third Party Services

Third Party Content. Change may provide access to content provided by third parties, including, without limitation, information, dialogue, opinions, stories, advice, statistical data, text, software, music, sound, photographs, graphics, video, messages, and other materials, whether publicly or privately posted to or emailed or otherwise transmitted through the Services ("**Third Party Content**"). The third party from whom or which any such Third Party Content originates is solely responsible for it and Change assumes no responsibility to verify, has no control or influence over, makes no representations regarding, and does not guarantee the accuracy, integrity or quality of any Third Party Content. Accordingly, Change does not control or endorse such Third Party Content and has no liability of any kind to User or any third party for any Third Party Content. Statements of opinion and commentary in Third Party Content are those of the third party and, not necessarily those of Change.

Linked Sites. As stipulated in this Terms of Use, Change does not exert any control over any merchants, Retailers, commercial ventures or other third parties, and as such is not liable or responsible for any actions taken or omitted to be taken by any such third party. Change may, from time to time, include hyperlinks ("**Link(s)**") to other websites operated and maintained by third parties. Such Links are provided for reference and convenience only. Change does not control and is not responsible for the contents, availability, or policies of any website or application accessed via a Link. Change has made no attempt to verify any information contained in any such Links. Furthermore, Change is not a party to or responsible for any access, use or transactions User may engage in with third parties, even if User learns of such parties from Change. If the User clicks on Links, the User does so at User's own risk and User acknowledges and agrees that Change is not liable for any claims and/or damages related thereto. We encourage User to be aware when leaving the Services and to read the terms and conditions and privacy policy of each Link that is visited. Change reserves the right to terminate

any Link at any time in its sole and absolute discretion. Change disclaims all warranties, express and implied, as to the accuracy, validity, and legality and/or otherwise of any materials and/or information contained on such Links.

Third Party Products. There may be third-party products, services, software, and/or social networks (collectively "**Third Party Products**") integrated into the Services. Please be aware that Change is not affiliated with any Third Party Products or the companies or providers that own or control such Third Party Products. You agree to release Change and such third party providers from any liability related to your use of any Third Party Products or any costs or charges related to such Third Party Products. In order to use any Third Party Products, you may be required to agree to that company's terms and conditions and/or privacy policy. You agree to comply with the foregoing when using the Services. Where you decide to use such Third Party Products, Change is not a party to any contracts created between you and such Third Party Products' companies or providers.

App Stores. You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play (each, an "**App Store**"). You acknowledge that the Terms are entered into between you and Change and not with the App Store. Change, not the App Store, is solely responsible for Services, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with Services, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using any Services, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of these Terms and will have the right to enforce it.

Additional Terms for Apple Applications. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) the Terms are concluded between you and Change only, and not Apple, and (ii) Change, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced

Application. As between Change and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Change.

(d) You and Change acknowledge that, as between Change and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and Change acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Change and Apple, Change, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

(f) You and Change acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

Additional Terms for Google Applications. The following applies to any Google Play Sourced Application accessed through or downloaded from Google Play:

(a) You acknowledge and agree that (i) the Terms are concluded between you and Change only, and not Google, Inc. ("**Google**"), and (ii) Change, not Google, is solely responsible for the Google Play Sourced Application and content thereof. Your use of the Google Play Sourced Application must comply with the Google Play Terms of Service.

(b) Google is only a provider of Google Play where you obtained the Google Play Sourced Application.

(c) Change, and not Google, is solely responsible for its Google Play Sourced Application;

(d) Google has no obligation or liability to you with respect to Change's Google Play Sourced Application or these Terms; and

(e) You acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to Change's Google Play Sourced Application.

### **13. Indemnification**

User agrees to indemnify, defend and hold Change and its affiliates, partners, if any, officers, directors, employees, representatives, and agents (collectively, the "**Change Parties**"), harmless from and against any and all claims, demands, proceedings, actions, costs, liabilities, losses, awards, fees, damages of any kind, expenses (including without limitation attorney's fees) arising out of and/or in relation to: (i) User's use, misuse and/or abuse of the Services; (ii) User Content submitted and/or posted by User in connection with the Services, and/or any use of the Services in violation of this Terms of Use; (iii) User's violation of any law and/or the rights of a third party; (iv) User's use of the Services and/or any breach of this Terms of Use by User, User's officers, agents, employees and/or contractors; (v) fraud User commits and/or User's intentional misconduct and/or negligence; and/or (vi) User's use of, or activities in connection with, OCF.

### **14. Disclaimer of Representations and Warranties**

As Is. USER EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, AND CHANGE' INFORMATION ARE PROVIDED BY CHANGE TO USER ON AN "AS IS," "AS AVAILABLE" BASIS, EXCEPT AS EXPRESSLY SET FORTH IN THIS TERMS OF USE. CHANGE PARTIES AND ITS THIRD PARTY PROVIDERS, SUPPLIERS, RETAILERS AND VENDORS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF ACCURACY, AND FROM COURSE OF DEALING, USAGE AND/OR TRADE PRACTICE, COMPLETENESS OR RELIABILITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER WARRANTY, CONDITION, GUARANTEE AND/OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM. CHANGE PARTIES AND ITS THIRD PARTY SERVICE PROVIDERS, SUPPLIERS, AND VENDORS DO NOT REPRESENT AND/OR WARRANT THAT ACCESS TO THE SERVICES AND/OR CHANGE INFORMATION WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR-FREE, AND/OR LOSS AND/OR SECURITY BREACH OF TRANSMITTED INFORMATION, AND/OR THAT NO VIRUSES WILL BE TRANSMITTED THROUGH ACCESS TO AND/OR USE OF THE SERVICES AND/OR CHANGE INFORMATION. NO ADVICE AND/OR INFORMATION, WHETHER ORAL AND/OR WRITTEN, OBTAINED BY USER FROM CHANGE OR THROUGH USER'S ACCESS TO AND/OR USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS OF USE.

No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT CHANGE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD CHANGE PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT CHANGE DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES. CHANGE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES.

## **15. Limitation of Liability**

Disclaimer of Certain Damages. CHANGE, ITS AFFILIATES AND ITS SUBSIDIARIES, IF ANY, AND ITS THIRD PARTY SERVICE PROVIDERS, SUPPLIERS, RETAILERS, AND VENDORS SHALL NOT BE LIABLE TO USER OR ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS TERMS OF USE, ANY DONATIONS THROUGH THE SERVICES, USER'S ACCESS TO OR INABILITY TO ACCESS THE SERVICES AND/OR THE CHANGE' INFORMATION, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA AND/OR PROFITS, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY, STRICT LIABILITY, AND/OR ANY OTHER LEGAL AND/OR EQUITABLE THEORY, EVEN IF CHANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

Cap on Liability. CHANGE'S MAXIMUM AGGREGATE LIABILITY TO USER FOR DIRECT DAMAGES THAT USER SUFFERS IN CONNECTION WITH THE SERVICES IS LIMITED TO THE LESSER OF (i) THE AMOUNT PAID, IF ANY, BY USER TO CHANGE IN CONNECTION WITH THE SERVICES IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR (ii) FIFTY DOLLARS (US \$50.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS OR LIMITATIONS HEREIN MAY NOT APPLY TO USER IN SUCH LIMITED CIRCUMSTANCE. IN SUCH STATES, CHANGE'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

User Content. CHANGE PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CHANGE AND YOU.

## **16. Copyright Complaints**

We reserve the right to block access to and/or remove material that we believe in good faith to be copyrighted material that has been illegally distributed by User and/or other third parties and remove and discontinue service to repeat offenders. Should User believe anything on the Services infringes on any copyright that User owns or the copyright of others, User may notify the copyright agent ("**Copyright Agent**") at Change, Attn: Copyright Agent, 548 Market St PMB 92031, San Francisco, California 94104. We will respond to clear notices of copyright infringement when User provides the following information: (i) signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) description of the copyrighted work that is claimed to be infringed upon; (iii) description of where the material that is claimed to be infringed upon is located on the Services; (iv) information reasonably sufficient to permit contact (e.g., an address, telephone number, and an e-mail address at which the complaining party may be contacted); (v) statement that the complaining party has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) statement by the complaining party, made under penalty of perjury, that complaining party is authorized to act on behalf of the intellectual property owner of the right that is allegedly infringed.

The Copyright Agent will not remove content from the Services in response to phone or email notifications regarding allegedly infringing content, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit such notifications by mail only and as further described by this Section. The Copyright Agent should be contacted only if User believes that such User's work has been used or copied in a way that constitutes copyright infringement and that such infringement is occurring on the Services linked to and/or from the Services. All other inquiries directed to the Copyright Agent will not be responded to.

## **17. Termination**

Change reserves the right, in its sole and absolute discretion, to terminate User's access to the Services or any portion thereof at any time, without cause, without notice and without liability. Without limiting any other remedies, Change may suspend or terminate the Account without notice and liability if Change suspects, in its sole and absolute discretion, that such party (by information, investigation, conviction, settlement, insurance or otherwise) have violated any of Change' policies set forth in this Terms of Use, the Privacy Policy, or any other policy documents or guidelines, or if engaging in an improper or fraudulent activity in connection with Change. In the event User shares the access granted with any person or entity, and/or misuse the Services by any means actionable under a federal, state, and/or local statute, code, regulation, law, and/or civil action, Change will consider User's access as having been acquired by fraud and/or misrepresentation and will terminate User's access immediately. In such event, Change retains the right to seek civil and/or criminal redress, the entire cost of which shall be borne solely by User. If Change terminates an Account, if a User closes its Account, or if the payment of fees cannot be completed for any reason, the User shall remain obligated to pay Change for all unpaid fees and expenses plus any penalties, if applicable. If the Account is not paid in full and becomes past due, Change reserves the right to attempt to collect past due fees by charging

the Payment Method on file. We may suspend and/or terminate such Account without liability and, in such event, the User shall be responsible for fees, costs and expenses related to collection (including without limitation fees, costs and expenses related to retaining collection agencies and legal counsel). If any questions arise, please contact Change support at [hello@getchange.io](mailto:hello@getchange.io).

## 18. Release

USER HEREBY AGREES TO RELEASE CHANGE, ITS AFFILIATES AND SUBSIDIARIES, IF ANY, AND THIRD-PARTY SERVICE PROVIDERS, SUPPLIERS, RETAILERS, AND VENDORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (COLLECTIVELY, "CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH USER'S USE OF THE SERVICES OR CHANGE INFORMATION. If User is a California resident, User hereby waives California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction in which any other statute or common law principles of similar effect applies, you waive the application of such statute or common law with respect to the claims, demands and damages (actual and consequential) released under this Section.

## 19. Dispute Resolution

Please read the following arbitration agreement in this Section ("**Arbitration Agreement**") carefully. It requires you to arbitrate disputes with Change and limits the manner in which you can seek relief from us.

Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Change, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims or seek relief in small claims court if your claims qualify; and (2) you or Change may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent: Cogency Global Inc., 850 New Burton Road Suite 201, Dover, DE 19904. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the

Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Change will pay them for you. In addition, Change will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Change. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial. YOU AND CHANGE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Change are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a

given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of California. All other disputes, claims, or requests for relief shall be arbitrated.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: [hello@getchange.io](mailto:hello@getchange.io) within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Change username (if any), the email address you used to set up your Change account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Severability. Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Change.

Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Change makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Change at the following address: Change, Attn: Opt-Out Arbitration, 548 Market St PMB 92031, San Francisco, California 94104.

## **20. Consumer Complaints**

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Change must be sent to our agent for notice to [support@getchange.io](mailto:support@getchange.io). California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## **21. Governing Law & Exclusive Venue**

This Terms of Use shall be governed by, construed and enforced in accordance with the substantive laws of the State of California, without regard to its conflict of laws principles. The parties further agree that any cause of action arising under this Terms of Use shall take place exclusively in the courts situated in San Francisco, California and the parties hereby submit to the venue of the courts situated therein.

## **22. Miscellaneous**

Electronic Communications. When accessing and/or using the Services, Users are communicating with us and/or other users of the Services electronically, and consent to receive communications from us and/or the other users electronically. We will communicate with Users by e-mail and/or by posting notices on the Services. User acknowledges and agrees that all agreements, notices, disclosures and/or other communications that we provide to User electronically satisfy any legal requirement that such communications be in writing.

Assignment. You may not assign your rights and/or obligations under this Terms of Use to any other party without our prior written consent. We may assign our rights and/or obligations under this Terms of Use to any other party at our discretion.

Force Majeure. Change shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at [hello@getchange.io](mailto:hello@getchange.io). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

Notice. Where Change requires that you provide an e-mail address, you are responsible for providing Change with your most current e-mail address. In the event that the last e-mail address you provided to Change is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Change's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Change at the following address: 548 Market St PMB 92031, San Francisco, California 94104. Such notice shall be deemed given when received by Change by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

Waiver. No waiver by either User and/or Change of any breach and/or default and/or failure to exercise any right allowed under this Terms of Use is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under this Terms of Use.

Severability. If any provision and/or term of this Terms of Use shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term and/or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them. If an applicable law is in conflict with any part of this Terms of Use, this Terms of Use will be deemed modified to conform to the law and the other provisions will not be affected by any such modification.

Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Change are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Change products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

Entire Agreement. This Terms of Use, along with the Privacy Policy, constitute the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter. Contact us: If you would like to request additional information regarding this Terms of Use or if you have feedback about our Services, please contact us.