

## Renew Terms of Service

**Last Revised: August 16, 2023**

### **1 Acceptance of Terms**

- 1.1 These Terms of Service (this "TOS") govern your access and use of (a) the website, web applications and APIs available at <http://.renew.co> and [renew.dev](http://.renew.dev) (together with any subdomains and successor sites, the "Sites"), (b) related mobile applications, including mobile applications made available through the Stripe App marketplace (the "Mobile Apps") and (c) all services, content, tools, features, and functionalities offered on or through the Sites and Mobile Apps, including the solution described in Section 2 below (collectively, the "Service"), which are operated by or on behalf of Renew Technologies, Inc. (the "Company", "we" or "us"). By accepting this TOS or by accessing or otherwise using the Service, you acknowledge that you have read, understood, and agree to be bound by this TOS.
- 1.2 For purposes of this TOS, "you" or "your" means you as a user of the Service. If you are entering into this TOS on behalf of a sole proprietorship company, business or other legal entity, you represent that you have the authority to bind such entity to this TOS, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with this TOS, you must not accept this TOS and may not use the Service.
- 1.3 We reserve the right, at our sole discretion, to change or modify portions of this TOS at any time. If we do this, we will post the changes on this page and will update the "Last Revised" date at the top of the page of this TOS. You can review the most current version of this TOS at any time at <https://renew.co/terms>. We will also use commercially reasonable efforts to notify you of any material changes thirty (30) days prior to any such material changes taking effect, either through the Service user interface, a pop-up notice on the Site(s), email via the email address associated with your account, or through other reasonable means. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. If any change to this TOS is not acceptable to you, your only remedy is stop using the Service.
- 1.4 ***PLEASE READ THIS TOS CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS AND SECTION 18 CONTAINS AN AGREEMENT TO ARBITRATE. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (C) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.***

- 2 **Description of Service** The Service provides a payment operations and optimization solution designed for digital platforms and marketplaces, which can assist you to consolidate processing activities, automate costly reconciliation processes and get a clear view of the financial performance of your payments.

### **3 Eligibility; Accounts**

- 3.1 To be eligible to use the Service, you must be a business (including sole proprietors) or a non-profit organization. If you are a sole proprietor 18 years old or older, then the person registering for an Account is responsible for your use of the Service. If you are a sole proprietor 13 years old or older but under 18 years or age, then your parent or legal guardian is responsible to Company and is legally bound to this TOS as if it had agreed to this TOS themselves. If you are entering into this TOS on behalf of a legal entity that is owned, directly or indirectly, by an individual 13 years old or older, then your board or an authorized officer is responsible to Company and is legally bound to this TOS as if it had agreed to this TOS itself.
- 3.2 To use the Service, you must have an account with Stripe, Inc. or another third party payment processing platform that is integrated with the Service (your "Payment Processor"). As part of the registration process, you will create an account on the Service (your "Account"). Your account may be set up through your Google email address, Microsoft email address, or other means, and to use the Service, you shall be required to connect the Service with your account with your Payment Processor and grant all necessary permissions for the Service to access data and information available through your account with your Payment Processor. Such data will include transaction data and related payment information (e.g., the price paid for a good or service made available to your customers), but will not include, and you are prohibited

from providing through the Service, any credit card information. You are fully responsible for any and all activities that occur under your Account. You agree to immediately notify the Company of any unauthorized use of your Account or any other breach of security.

#### **4 Access and Use of the Service**

- 4.1 Subject to the terms and conditions of this TOS, you may access and use the Service only for your internal business purposes. You must comply with all applicable laws in connection with your use of the Service. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks, (d) use bots, hacks, mods or any other unauthorized software designed to modify the Service, (e) circumvent, remove, alter or thwart any technological measure or content protections of the Service, (f) use any spider, crawler, scraper or other automatic device, process or software that intercepts, mines, scrapes, extracts or otherwise accesses the Software to monitor, extract, copy or collect information or data from or through the Service, or engage in any manual process to do the same, (g) introduce any viruses, trojan horses, worms, bombs or other materials that are malicious or technologically harmful into our systems, (h) use the Service for illegal, harassing, unethical, or disruptive purposes, or otherwise use the Service in a manner that is harmful, fraudulent, deceptive, threatening, defamatory, obscene or otherwise objectionable or (i) access or use the Service in any way not expressly permitted by this TOS. You shall comply with any codes of conduct, policies or other notices the Company provides you or publishes in connection with the Service, and you shall promptly notify the Company if you learn of a security breach related to the Service.
- 4.2 Any software that may be made available by the Company in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, the Company hereby grants you a non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software on your personal devices solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by the Company for use in accessing the Service.
- 4.3 You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, and telephone service (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Service (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in the Company's published policies then in effect.

#### **5 Your Data**

- 5.1 You are solely responsible for all data, information, feedback, suggestions, text, and content that you upload, post, deliver, provide or otherwise transmit or store in connection with or relating to your use of the Service, including all data made available through your Payment Processor account in accordance with the permissions granted by you ("Your Data"). By using the Service, you hereby grant the Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to access and use Your Data in connection with providing the Service. Additionally, the Company may generate and use technical logs, data and learnings about your use of the Service and Your Data in aggregate, anonymized form to operate, improve, analyze and support the products and services of the Company and for other lawful business purposes.
- 5.2 You understand that the operation of the Service may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to the Company's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. The Company employs a number of technical, organizational and physical safeguards designed to protect Your Data. However, no security measures are failsafe and the Company cannot guarantee the security of Your Data. Accordingly, you acknowledge that you bear sole responsibility for

adequate security, protection and backup of Your Data. The Company will have no liability to you for any unauthorized access or use of any of Your Data, or any corruption, deletion, destruction or loss of any of Your Data.

## **6 Mobile Services**

- 6.1 The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Sites from a mobile device, and (iii) the ability to access certain features and content through Mobile Apps (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.
- 6.2 Subject to this TOS, Company hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to (a) install the Mobile App on one mobile device and (b) use the Mobile App for your own personal use solely to access and use the Service. For clarity, the foregoing is not intended to prohibit you from installing the Mobile App on another device on which you also agreed to this TOS. Each instance of this TOS that you agree to in connection with downloading a Mobile App grants you the aforementioned rights in connection with the installation and use of the Mobile App on one device.
- 6.3 The Company offers software that may be made available through the Apple App Store, the Google Play Store, or other distribution channels ("Distribution Channels"). If you obtain such software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. This TOS is between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of the Service, you agree to comply with all applicable terms of any agreement for such third-party products and services.

### **6.4 Apple-Enabled Software**

With respect to Mobile Apps that are made available for your use in connection with an Apple-branded product (the "Apple-Enabled Software"), in addition to the other terms and conditions set forth in this TOS, the following terms and conditions apply:

- 6.4.1 Company and you acknowledge that this TOS are concluded between Company and you only, and not with Apple Inc. ("Apple"), and that as between Company and Apple, Company, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- 6.4.2 You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple Media Services Terms and Conditions.
- 6.4.3 Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the "Usage Rules" set forth in the Apple Media Services Terms and Conditions, except that such Apple-Enabled Software may be accessed and used by other accounts associated with the purchaser via Apple's Family Sharing or volume purchasing programs.
- 6.4.4 Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- 6.4.5 Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software, if any, to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Company's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- 6.4.6 Company and you acknowledge that Company, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.

- 6.4.7 In the event of any third-party claim that the Apple-Enabled Software or your possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- 6.4.8 You represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 6.4.9 If you have any questions, complaints, or claims with respect to the Apple-Enabled Software, they should be directed to Company as follows:
- support@renew.co  
+1 415 671 6239  
447 Sutter St. Ste 405 PMB 287, San Francisco, CA 94108.
- 6.4.10 You must comply with applicable third-party terms of agreement when using the Apple-Enabled Software, e.g., your wireless data service agreement.
- 6.4.11 Company and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this TOS with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of this TOS, Apple will have the right (and will be deemed to have accepted the right) to enforce this TOS against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

## 6.5 Google-Sourced Software

The following applies to any Mobile App you download from the Google Play Store ("Google-Sourced Software"): (a) you acknowledge that this TOS are between you and Company only, and not with Google, Inc. ("Google"); (b) your use of Google-Sourced Software must comply with Google's then-current Google Play Terms of Service; (c) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (d) Company, and not Google, is solely responsible for Company's Google-Sourced Software; (e) Google has no obligation or liability to you with respect to Google-Sourced Software or this TOS; and (f) you acknowledge and agree that Google is a third-party beneficiary to this TOS as it relates to Company's Google-Sourced Software.

## 7 Intellectual Property Rights

- 7.1 The Service, including the "look and feel" of the Sites and Mobile Apps, and all related proprietary content, information and other materials, are protected under intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Service, including all intellectual property rights therein. Any rights not expressly granted herein are reserved .
- 7.2 The "RENEW" name and logos are trademarks and service marks of the Company (collectively the "Company Trademarks"). Other Company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to the Company. Nothing in this TOS should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Company Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of the Company Trademarks will inure to our exclusive benefit.
- 7.3 We welcome feedback, comments and suggestions for improvements to the Service ("Feedback"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Service or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you. You hereby assign to the Company any and all right, title and interest (including any intellectual property right) that you may have in and to any and all Feedback.

- 8 **Third-Party Services and Websites** The Service may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties, including your Payment Processor (the "Third-Party Services"). Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party,

and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. The Company has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You, and not the Company, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. The Company enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation of any such Third-Party Service. Any dealings you have with third parties while using the Service are between you and the third party. The Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

- 9 Termination** You have the right to terminate your account at any time by sending a cancellation request to support@renew.co and such termination will be effective upon receipt of such request. Subject to earlier termination as provided below, the Company may terminate your Account and this TOS at any time, including if you breach the terms of this TOS or are otherwise misusing the Service, by providing thirty (30) days prior notice to the email address associated with your Account. In addition to any other remedies we may have, the Company may also terminate this TOS upon thirty (30) days' notice, if you breach any of the terms or conditions of this TOS. The Company reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof). All of Your Data on the Service (if any) may be permanently deleted by the Company upon any termination of your Account in its sole discretion. Furthermore, upon termination of your Account, all projects covered under your Account will be canceled.

## **10 DISCLAIMER OF WARRANTIES**

10.1 THE SERVICE, INCLUDING THE SITES, MOBILE APPS AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND NO INFORMATION, ADVICE OR SERVICE OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

## **11 LIMITATION OF LIABILITY**

11.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

11.2 Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, THE COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**12 Indemnification** You shall defend, indemnify, and hold harmless the Company Parties from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from (a) your breach of this TOS, (b) any of Your Data, or (c) any claim, action or demand by your Payment Processor in connection with such Payment Processor's relationship with you. The Company shall provide notice to you of any such claim, suit or demand. The Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such

case, you agree to cooperate with any reasonable requests assisting the Company's defense of such matter. You may not settle or compromise any claim against the Company Parties without the Company's written consent.

- 13 U.S. Government Matters** You may not remove or export from the United States or allow the export or re-export of the Service or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the software and documentation installed by the Company on your Equipment (if applicable) are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this TOS and will be prohibited except to the extent expressly permitted by the terms of this TOS.
- 14 Assignment** You may not assign this TOS without the prior written consent of the Company, but the Company may assign or transfer this TOS, in whole or in part, without restriction.
- 15 Miscellaneous** If any provision of this TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this TOS will otherwise remain in full force and effect and enforceable. Both parties agree that this TOS is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this TOS. No agency, partnership, joint venture, or employment is created as a result of this TOS and you do not have any authority of any kind to bind the Company in any respect whatsoever. In any action or proceeding to enforce rights under this TOS, the prevailing party will be entitled to recover costs and attorneys' fees. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. All notices under this TOS will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Company will send notices to you to the email address associated with your Account. Communications to the Company should be sent to the address or email address set forth in Section 20 below. The failure of the Company to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you and the Company, even though it is electronic and is not physically signed by you and The Company, and it governs your use of the Service. The Company will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond the Company's reasonable control.
- 16 Publicity** The Company reserves the right to use your name and/or company name as a reference for marketing or promotional purposes on the Company's website and in other communication with existing or potential Company customers. To decline the Company this right you need to email support@renew.co stating that you do not wish to be used as a reference.
- 17 Governing Law** This TOS shall be governed by the laws of the State of California without regard to the principles of conflicts of law.
- 18 Dispute Resolution By Binding Arbitration**
  - a. Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in this TOS as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and The Company, whether arising out of or relating to this TOS (including any alleged breach thereof), the Service, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration

Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this TOS, you and The Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

**YOU AND THE COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.**

c. Pre-Arbitration Dispute Resolution

The Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@renew.co. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Company should be sent to the mailing address set forth in Section 20 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If the Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Company is entitled.

d. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Commercial Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <https://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's commercial arbitration page, <https://www.adr.org/commercial>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this TOS as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this TOS and applicable law.

Unless the Company and you agree otherwise, any arbitration hearings will take place in Los Angeles, California. If your claim is for \$25,000 or less, the Company agrees 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 \$25,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either the Company or you under the AAA Rules, the Company and you shall split them equally.

f. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this TOS will continue to apply.

**19 Privacy** Please visit <https://renew.co/privacy> and the Legal – Privacy Policy section of our Mobile App to understand how the Company collects and uses personal information, including all information you provide in registering for an Account.

**20 Contact Us** Please contact us at [support@renew.co](mailto:support@renew.co) and 447 Sutter St. Ste 405 PMB 287, San Francisco, CA 94108 to report any violations of this TOS or to pose any questions regarding this TOS or the Service.