

## UncommonGood, Inc. Terms of Use

Subject to the following terms, as amended from time-to-time (the “Terms of Use”), UncommonGood, Inc. (“UncommonGood,” the “Company,” “We” or “Us”) provides its services to you through its website at [www.uncommongood.io](http://www.uncommongood.io) and all subdomains thereof (the “Website”). ***Please read the following Terms of Use carefully before using our Website, as they constitute a binding agreement*** between you (the “User,” “You,” or “Yours”), and us, the Company.

By using our Website, You will hereby accept and agree to be bound and abide by these Terms of Use (below) and our Privacy Policy (linked here). If You do not wish to agree to these Terms of Use or the Privacy Policy, You must not access or use our Website beyond this webpage.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Use at any time and without prior notice. When We do this, We will post the revised Terms of Use on this page and will indicate the date of such revision. Your continued use of the Website after the date of any such changes constitutes your acceptance of the new Terms of Use. If You do not wish to accept the new Terms of Use, You must not use the Website after the terms are posted.

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## I. ACCESS AND USE OF THE WEBSITE

(i) UncommonGood Website Description. The Website is offered as a platform to allow our Users to directly interact with each other to facilitate charitable donations. Non-profit organizations (“Organizers”) post general and/or specific non-profit fundraising campaigns to the Website (“Fundraisers”) that can accept charitable monetary contributions (“Donations”) from donors (“Donors”).

(ii) Payment Processor. UncommonGood is **not** a payment processor and does not hold or transmit any funds. Instead, UncommonGood uses third-party payment processors to collect Donations made to Fundraisers and to transmit Donations to Organizations. You acknowledge and agree that the use of third-party payment processors is integral to the Website and that we exchange Your information with these third parties, as helpful, to facilitate the mechanics of all Donations.

(iii) Taxes Payable. UncommonGood is **not** a tax organizer or processor and does not withhold funds for tax purposes or payout funds to tax authorities. All Users, whether Organizers, Donors or otherwise, are solely responsible for determining what taxes, if any, they might owe or are payable based on applicable international, federal, state, local or any other taxes or levies. It is solely Your responsibility to assess, collect, report or remit the correct tax, if any, to tax authorities.

(iv) UncommonGood is Strictly an Administrative Platform. The Website is strictly an administrative platform that provides tools and services that directly connect Organizers and Donors to enable Donations to be made directly from Donors to Organizers. ***UncommonGood is not a broker, financial institution, creditor, charity, 501(c)(3) nonprofit corporation or agent of any of the foregoing.*** The Website merely provides the technology to allow Fundraisers to directly connect with Donors. The existence of the Website is not a solicitation of Donations by UncommonGood, and UncommonGood does not engage in any solicitation activities or consult on the solicitation of any Donations from the public or on behalf of any individual, entity or organization. By using the Website, You understand and agree that UncommonGood shall not be responsible for the use of Your Donations or the amount of funds raised for any User or Fundraiser.

(v) Website Content. UncommonGood does **not** write the content posted to the Website by Users and does not guarantee the accuracy, completeness, timeliness or reliability of such information or content. We do not control or

moderate the conduct of, or any information provided by, Users and hereby disclaim all liability in this regard to the fullest extent permitted by law. We also do not endorse any User or Fundraiser on the Website. We do not guarantee that a Fundraiser will obtain a certain amount of Donations or any Donations at all. We expressly disclaim any liability or responsibility for the outcome or success of any Fundraiser. You must make the entire determination as to the value and appropriateness of posting a Fundraiser or contributing to any User or Fundraiser. UNDER NO CIRCUMSTANCES SHALL ANY CONTENT POSTED BY ORGANIZERS OR DONORS OR UNCOMMONGOOD ITSELF – OR THAT APPEARS ON THE WEBSITE IN ANY WAY WHATSOEVER – BE UNDERSTOOD AS PROVIDING ANY INVESTING, LEGAL, TAX OR ANY OTHER PROFESSIONAL ADVICE. Before making any decision about any action You take on the Website or any information or content relating to the Website, You should consult your financial, legal, tax or other professional advisor. You acknowledge that all information accessed by You while using the Website is at Your own risk.

(vi) User Account, Password and Security. You are fully responsible for maintaining the confidentiality of Your password and account, if You create one, and all activities that occur under Your account. This means that You are solely responsible for content that You upload, post, publish, display, transmit or otherwise disseminate on the Website. You agree to immediately notify UncommonGood of any unauthorized use of Your password or account or any other breach of security and sign out of Your account at the end of each session after accessing the Website.

(vii) Lawful User Conduct. You are solely responsible for Your compliance with all applicable laws and contracts You have entered into with us and/or third parties, including laws and contracts that bear on Your creating Fundraisers, making Donations and any other use of the Website. You shall further not use the Website, as we will determine in our sole discretion if You are so doing, to raise or donate funds for: investment contracts or financial instruments of any kind; creditor or debtor services; gambling activities; items or activities that will or inherently have the potential to harm Yourself, other Users or the public (e.g., knives, explosives, ammunitions, firearms, or other weaponry); speech or activities promoting or facilitating hate, bullying, discrimination, bigotry, humiliation or primarily or in significant part intended to cause reputational harm; sexual content or activities or pornography; offensive, graphic or perverse content or activities; or any other activity that UncommonGood may deem in its sole discretion to be unacceptable. Additionally, you shall not use the Website to: disseminate software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or

telecommunications equipment; interfere with or disrupt servers or networks used or maintained by Us, the Website or any of our Users; harvest, collect or publish personally identifiable information of others; pose or create any privacy or security risk whatsoever to Us, any User or any third-party; obtain or attempt to obtain materials or information not intentionally made available to Users of the Website; transmit any unsolicited or unauthorized advertising, promotional materials, commercial activities or other solicitations other than those that the Website is expressly designed to transmit; or engage in any conduct that creates liability for UncommonGood or any other Users, or inhibits other Users from using or enjoying the Website or is inconsistent with the express services for which UncommonGood created the Website.

(viii) Enforcement of Terms of Use. UncommonGood reserves the right to refuse, delete, condition, suspend or terminate any Users, Fundraisers, Donations, or any content or transactions on the Website that we believe in our sole discretion may violate these Terms of Use or harm the interests of our Users, business partners, the public or UncommonGood, or that expose the same to risks unacceptable to us. We may share any information related to Your use of the Website with the appropriate financial institution, regulatory authority or law enforcement agency, consistent with our legal or contractual obligations. This information may include information about You and any information, data and/or transactions You made through or related to Your use of the Website. We will not be liable for any loss or damage arising from Your failure to comply with these Terms of Use or the law, and You agree to fully cooperate with any request we make for evidence we deem necessary to verify compliance with our Terms of Use and/or to mitigate damage You cause.

(ix) Minimum Age for Use. *If You are under 13 years of age (16 in Europe), You are not authorized to use the Website beyond reading this page.* In addition, if You are under the age of majority in your jurisdiction (typically 18 or 19 years of age), You may use the Website, beyond reading this page, but only with the approval of your parent or guardian.

## **A. Regarding Donor Access and Use In Particular**

1. Donor Good Faith Conduct. When you are a Donor, you hereby further agree to represent, warrant and covenant that: (a) you will provide and maintain true, accurate, current and complete information about yourself, including your true identity and payment information to remit funds for Donations you might

make; (b) you will not infringe the rights of others; and (c) you will comply with all applicable laws, including but not limited paying taxes to whatever extent might be required. If at any time UncommonGood discovers that the information you provided is incorrect or that you have violated any of our Terms of Use or any third-party terms of use, such as our payment processors' terms of use, your access to the Website and content thereon may be immediately suspended or terminated, and fines may be applied by authorities, payable by you.

2. Donations are at Your Own Risk. When you make a Donation through the Platform, it is your responsibility to understand how your money will be used. When you make a Donation, you are entering into a transaction directly with the Organizer; UncommonGood is not and does not become a party to or participant in any contractual or other relationship between you and any Organizer, and has no liability for any Donation any Donor agrees to make. UncommonGood is not responsible for any or representations made by Users or Fundraisers. We do not and cannot verify the information that Users or Fundraisers supply, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a User or Fundraiser or in accordance with applicable laws. Notwithstanding the foregoing, we take possible fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that a User or Fundraiser is not raising or using the funds for their stated purpose, please email us at [team@douncommongood.com](mailto:team@douncommongood.com) to alert our team of this potential issue, and we will investigate.

3. Donation Processing. All Donations are final and will not be refunded unless Organizer, in its sole discretion, agrees to issue a refund or the Organizer expressly posts a refund policy for which, in our sole discretion you qualify. We use third-party payment processors to bill you through for any Donations made, and Donors acknowledge that by contributing a Donation to a Fundraiser, the Donor agrees to the processing, use, transfer and disclosure of data to and by our third-party payment processors, pursuant to these Terms of Use and any and all applicable terms of use set forth by our payment processors. Our current payment processor is Stripe, and its terms of use can be found on its website.

4. Donors Cannot Impose Restrictions on Donations. To the extent a Donor purports to direct the use of a Donation by an Organizer that the Donor makes in response to a Fundraiser, such direction shall constitute merely a non-binding recommendation. The Organizer shall have full discretion to use the Donations as described or substantially as described by the Fundraiser.

5. UncommonGood Makes No Tax Representations. We make no representation as to whether all or any portion of your Donations, including, if any, transaction fees, are tax deductible or eligible for tax credits. We will have no liability for any claim by any federal, state, provincial, territorial, local or any other tax authority with respect to the characterization on any applicable tax return of any Organizer or Donor, or User whatsoever. You should consult your tax advisor as to the amount of your Donation that is tax deductible or eligible for tax recognition, having regard to (among other things) the tax status of the recipient of any Donation in any relevant jurisdiction.

6. Sharing Donor Information with Organizers. In accordance with our Privacy Policy, personal information about a Donor will be shared with the Organizer to which a Donor makes a Donation (including without limitation as part of a donor list) and may be used by such Organizer to issue Donation receipts and for purposes in accordance with the Organizer's privacy policy. We are not responsible or liable for any Organizer's use of Donor information.

## **B. Regarding Organizer Access and Use In Particular**

1. Organizer Good Faith Conduct. When you are an Organizer, you hereby further agree to represent, warrant, and covenant that: (a) all information you provide about the Organizer, your representatives and any Fundraiser is true, accurate, complete, not presented in a way likely to deceive a reasonable User, and kept up to date for so long as you maintain an account or content on the Website; (b) you are raising funds for a cause or activity that is legal under all applicable federal, state, provincial, territorial and local laws and regulations of where you are domiciled, headquartered, all places you operate, the States of Delaware and Connecticut (where we are domiciled and headquartered) and any places from which Donors you connect with are making Donations to you at the time they are making such Donations; (c) all Donations contributed to Fundraisers will be used solely as you have described in the content that you post or materials you otherwise provide to Users; (d) if you collect donations believed by reasonable Donors to be raised for a particular purpose, person or group of people in particular, all Donations will be given to and/or spent on that particular purpose, person or group of people; (e) you will not infringe the rights of others; and (f) you will comply with all applicable laws and financial reporting obligations, including but not limited tax reporting, political contributions, and asset disclosures.

If at any time UncommonGood discovers that the information you provided is incorrect or that you have violated any of our Terms of Use or any third-party

terms of use, such as our payment processors' terms of use, your access to the Website and content thereon may be immediately suspended or terminated, and fines may be applied by authorities, payable by you.

2. Organizer Representatives. You hereby represent, warrant, and covenant that you are a representative of an entity that qualifies as an Organizer and are duly authorized to raise funds therefor and bind the Organizer to these Terms of Use. You agree to comply with these Terms of Use, as applicable to all Users and Organizers in particular, and we intend to enforce all rights with respect to you individually that we reserve and intend to enforce with your affiliated Organizer.

3. Organizer Tax Status. You will conspicuously post on the Website your tax-exempt status, or the fact that you do not have such status, and will maintain that same tax status for the duration of any Fundraiser once in progress and then promptly update such information anywhere posted on the Website if such information ever changes.

4. Data Provided by Organizers. To the extent you share with us any general or specific or personal data regarding the Organizer, its representative or any such data regarding third-parties that you sends us, including the names, email addresses and phone numbers of your personal contacts, you hereby represent and warrant that you have the authority and any necessary consents, as required under applicable law, to provide us with such data and to authorize us (as you hereby now do) to use such data. Please note, as an Organizer, you authorize UncommonGood, and UncommonGood reserves the right, to provide information relating to your organization and your Fundraiser to all Users and/or law enforcement, and to assist in any investigation thereof.

5. Data We Provide to Organizers. Any information of any kind, including, lists of Donors who contribute to a Fundraiser or Organizer through the Website, is provided "as is," and we make no representations, warranties or guarantees about the accuracy, completeness or timeliness of any such information contained in such lists or that we provide to you whatsoever.

6. Organizer Fees Payable to UncommonGood. You hereby agree that you, as an Organizer, are subject to both a subscription fee to sign up for our Website and transaction fees payable to us, as well as transaction fees payable to our third-party payment processor, upon each and every Donation received through the Website and that uses our third-party payment processor. To learn

more about the Website's fees structure for Organizers, visit <https://www.douncommongood.com/pricing>.

7. Payout of Donations to Organizers. UncommonGood is not a payment processor and does not hold funds; instead, we use third-party payment processors to collect any Donations made to you through the Website, and you acknowledge and agree to the processing, use, transfer and disclosure of data to and by our third-party payment processors, pursuant to these Terms of Use and any and all applicable terms of use set forth by our third-party payment processors. UncommonGood, through our third-party payment processors, strives to make payouts available to you promptly, but you acknowledge and agree that: (a) payouts may not be available to you for immediate use, (b) we do not guarantee that payouts will be available to you within any specific time frame, and (c) we expressly disclaim any and all responsibility for any delay in payouts or your inability to access and use payouts at any specified time, and any consequences arising from such delay or inability. You, as an Organizer, are responsible for creating an account with our third-party payment processor and ensuring that the information you provide to us and/or our third-party payment processor, including your bank account information, is accurate and up to date. Our current payment processor is Stripe, and its terms of use can be found on its website.

8. Refunds of Donations. Occasionally, a Donor may dispute a credit card charge for a Donation. We may, in our sole discretion, place a hold on a Fundraiser, restrict an Organizer's payouts therefrom, coordinate a reverse ACH transfer, secure reserves, or take similar actions to protect our interests and those of Users. If Donations are refunded to the Donor, the chargebacks or refunds will be deducted from future payments to the Organizer, and if necessary, an invoice will be issued to the Organizer. The Organizer expressly agrees that if UncommonGood or our third-party payment processors, determine, at our or their own discretion, that such is warranted, (a) the Organizer will be responsible for paying UncommonGood or the third-party payment processor the full amount of any Donation refunded; and (b) UncommonGood or the third-party payment processor may elect to offset a future Donation rather than request that the Organizer to return the refunded Donation. Please note, violating applicable law or these Terms of Use are likely to result in our placing a hold and or restricting payouts and/or processing chargebacks/refunds, in addition to potential criminal exposure to you and/or your being liable to UncommonGood and/or its Users. In no event whatsoever shall UncommonGood be liable to you or to any third-party for any claims, damages, costs, losses, or any other consequences caused by issuing refunds from any Donations.



## II. RESULTS OF ACCESS AND USE OF THE WEBSITE

(i) Preservation of User Information. You acknowledge and agree that UncommonGood may preserve the personal or business information and data You expressly or impliedly share with us in using the Website, creating an account on the Website and/or may disclose through the Website to other Users. However, UncommonGood has no obligation to You to retain such information or data and reserves the right to delete it at any time and for any reason, with or without notice, and without any liability to You or any third party for any resulting claims, damages, costs or losses.

(ii) User Communications Sent to Us. We collect, use and preserve Your communications to us of ideas for new products or modifications to existing products, and other unsolicited submissions, or any questions, comments, suggestions, ideas, feedback or other information about the Website. By sending us any such communication, You represent and warrant that you have all rights necessary to submit such communications and acknowledge and agree that (a) we are under no obligation of confidentiality, expressed or implied, with respect to what You communicate to us; (b) we may have something similar to Your suggestion already under consideration or in development; (c) we will be entitled to the unrestricted use and dissemination of Your communication and its underlying ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to You; (d) to whatever extent necessary, You hereby grant to UncommonGood a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully transferable and sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all communications and their underlying ideas, and to sublicense its rights; and (f) You irrevocably waive, and cause to be waived, against us and our Users any claims and assertions of any moral rights contained in such communications to us.

(iii) Third-Party Information. If You submit or communicate data or information about a third-party to us or to any Users, You acknowledge and agree that You have the authority of the relevant third-party for us to access and use the communicated third-party data and information and that, if necessary, You have notified these third-parties of Your actions and referred them to our Terms of Use and Privacy Policy so they understand how their information is collected and used by us. We reserve the right to identify You as the person or entity that provided us with the third-party data.

(iv) Disclosures to Comply and Assist with Law Enforcement. We may disclose any personal or other information or communications You share with us or Users through the Website if required to do so by applicable law or in the good-faith belief that such disclosure is reasonably necessary or helpful to assist in enforcing the law or these Terms of Use, to respond to claims that User communications with us or other Users violates the rights of Users or third-parties, or to protect the rights, property, or personal safety of UncommonGood, its Users or the general public.

### **III. INTELLECTUAL PROPERTY RIGHTS**

(i) Website Content, Software and Trademarks: You acknowledge and agree that the Website may contain content or features that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. For example, the UncommonGood name and logos are trademarks and service marks of UncommonGood. Other product and service names and logos used and displayed on the Website may be trademarks or service marks of their respective owners who are Users of the Website. Nothing in these Terms of Use should be construed as granting any license or right to use any of UncommonGood's or our Users' trademarks displayed on the Website without our written permission in each instance (or the User's written permission in each instance, in those instances where the intellectual property belongs exclusively to a User). Except as expressly authorized by UncommonGood (or by Users as to the content owned by them), you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Website's services or content, in whole or in part; and you further agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the software. Any rights not expressly granted herein to Users are reserved by UncommonGood. All goodwill generated from the use of UncommonGood intellectual property will inure to our exclusive benefit.

(ii) User Content. You represent and warrant that You own all right, title and interest in and to, or otherwise have all necessary rights and consents to fully exploit any content that You submit to the Website, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto. By uploading, sharing, providing, or otherwise making available any content on the Website, You hereby grant and will grant UncommonGood and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up,

transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use Your content in connection with the operation of the Website or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any content you post contains your name, image or likeness, You hereby release and hold harmless UncommonGood and its contractors and employees from (a) all claims for invasion of privacy, publicity or libel, (b) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of Your name, image or likeness, and (c) any liability for claims made by You (or any successor to any claim you might bring) in connection with such content and Your name, image or likeness. If any person other than You appears in the content You post, You represent and warrant that You have secured all necessary licenses, waivers and releases from such person(s) for the benefit of UncommonGood in a manner fully consistent with the licenses, waivers and releases set forth above. You further acknowledge that Your participation in the Website and submission of content is voluntary and that You will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or UncommonGood exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Website.

#### **IV. PRIVACY POLICY**

(i) You agree to adhere and be bound by UncommonGood's Privacy Policy. For details, please see our Privacy Policy terms here: <https://www.douncommongood.com/privacy-policy/>. By using the Website, You consent to our collection and use of personal data as outlined therein. If You are in Europe, by using the Website, You acknowledge our collection and use of personal information as described in the Privacy Policy.

#### **V. LIMITATIONS ON UNCOMMONGOOD'S LIABILITY**

(i) General Limitations on Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER UNCOMMONGOOD NOR ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES NOR ANYONE INVOLVED WITH UNCOMMONGOOD SHALL BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR

CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES (EVEN IF UNCOMMONGOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE WEBSITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (3) ANY PROMOTIONS OR REWARDS MADE AVAILABLE THROUGH THE WEBSITE; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (5) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (K) ANY OTHER MATTER RELATING TO THE WEBSITE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL UNCOMMONGOOD'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID UNCOMMONGOOD IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Thus, some of the limitations set forth in this Section V may not apply to you. If you are dissatisfied with any portion of the Website or with these Terms of Use, your sole and exclusive remedy is to discontinue use of the Website.

(ii) Disclaimers of Warranties. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNCOMMONGOOD AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. UNCOMMONGOOD AND ITS AFFILIATES MAKE NO WARRANTY OR CONDITION THAT THE WEBSITE (A) WILL MEET YOUR REQUIREMENTS, (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM ITS USE WILL BE ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH IT WILL MEET YOUR EXPECTATIONS. FURTHER, WE MAY, AT OUR SOLE DISCRETION, STOP SERVICE OF OUR WEBSITE OR OF ANY FEATURE AT ANY TIME WITHOUT LIABILITY TO YOU. ALSO, WE DISCLAIM LIABILITY TO YOU

TO THE SAME EXTENT AS TO INCIDENTS ARISING FROM THIRD-PARTY ELEMENTS OR SERVICES THAT OUR WEBSITE USES.

(iii) Third-Party Websites, Products and Services. The Website may link to other websites, products, and/or services from other companies. These links are provided as a convenience to You, but UncommonGood has no control or responsibility for such websites or resources. We have not reviewed all the information on such sites and are not responsible for the content thereon or any products or services that may be offered through those sites. Inclusion of such links on the Website should not be viewed as an endorsement of the content of those websites. Different terms may apply to Your use of any linked sites. UncommonGood is not responsible for any losses, damages or other liability incurred as a result of Your use of any other websites, products or services

(iv) Indemnity and Release. You agree to release, indemnify on demand and hold UncommonGood and its affiliates and their officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) to us arising out of or relating to any of Your Fundraisers, Donations, content posted or communicated as a User of the Website, Your connection to the Website, Your violation of these Terms of Use, Your violation of any rights of another User or third-party or any incident or event arising from or related to Your use of the Website whatsoever. You agree that UncommonGood has the right to conduct its own defense of any claims at its own discretion, and that You will indemnify UncommonGood for the costs of its defense (including, but not limited to attorney's fees). If You are a California resident, You waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party." If You are a resident of another jurisdiction, whether in or outside of the United States, You waive any comparable statute or doctrine.

## **VI. DISPUTE RESOLUTION**

***PLEASE READ THE FOLLOWING SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.***

(i) Arbitration and No Class Actions. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR ANY OF OUR OFFICERS, DIRECTORS OR EMPLOYEES ACTING IN THEIR CAPACITY AS SUCH (WHETHER OR NOT THE DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US,

INCLUDING WITHOUT LIMITATION DISPUTES RELATED YOUR USE OF THE WEBSITE OR THESE TERMS OF USE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU AND WE HEREBY EXPRESSLY WAIVE ANY TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. FURTHERMORE, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS TO THE FULLEST EXTENT LEGALLY PERMISSIBLE AGAINST THE OTHER ONLY IN YOUR INDIVIDUAL CAPACITY OR CAPACITY AS A SINGLE PARTY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN YOUR CLAIMS WITH ANY OTHER PERSON OR ENTITY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

(ii) Injunctions and IP Claims. ***Notwithstanding Section VI(i) above, nothing in these Terms of Use shall be deemed to waive, preclude, or otherwise limit the right of either of us to (a) seek injunctive relief in a court of law; and/or (b) file suit in a court of law to address an intellectual property infringement claim. Such claims can be filed in court, separately from any arbitration.***

(iii) The Arbitration Process. Any arbitration between You and us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules and as modified by these Terms of Use. The AAA Rules and filing forms are available at [www.adr.org](http://www.adr.org). A party who seeks arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail, UPS or Federal Express (signature required) or by electronic mail (the "Notice of Arbitration"). Our current email address for such notice is: [team@douncommongood.com](mailto:team@douncommongood.com). The Notice of Arbitration must (a) describe the nature and basis of the claim or dispute, and (b) set forth the specific relief sought. The parties agree to make a good faith effort to resolve the claim directly, but if we are not successful within 60 days after the Notice of Arbitration is received, you or we may commence an arbitration proceeding. All arbitration proceedings between the parties will be presided over by a tribunal of three arbitrators, with each party having two preemptory strikes of a random pool of seven potential arbitrators submitted to us by the AAA. The entire notice period and the arbitration itself shall be confidential. During the arbitration, the amount of any settlement offer made by either of us must not be disclosed to the arbitrator. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which a decision and award, if any, are based.

(iv) Arbitration Fees. If you commence arbitration, you are responsible for your filing fees, and each party shall be responsible for its own attorney's fees and each advance 50% of any arbitration fees, subject to the other party reimbursing the prevailing party for all reasonable attorney's fees and arbitration fees incurred in the arbitration proceeding. The arbitrator may make rulings and resolve disputes as to payment and reimbursement of fees or expenses either during the proceeding or, upon request from either party, within 14 days of the arbitrator's ruling on the claims' merits.

(v) Choice of Law and Venue. Any and all claims and all disputes arising between us with regards to your relationship with us, these Terms of Use and/or your use of the Website, and whether brought by arbitration proceeding or in court, to the extent these Terms of Use allow for court, shall be resolved under the laws of the State of New York, without regard to choice of law, and shall proceed in with an AAA tribunal (or a court of competent jurisdiction) set in Manhattan.

(vi) Confidentiality. We each agree to keep strictly confidential the arbitration proceedings, all information exchanged between us, and any settlement offers, unless otherwise required by law or requested by law enforcement or any court or governmental body. However, we may each disclose these matters, in confidence, to our respective accountants, auditors, and insurance providers.

(vii) Enforceability of Dispute Resolution. If this Disputes Resolution (Section VI) is found to be unenforceable, then the entirety of this Section VI shall be null and void and, in that case, the parties agree that the exclusive jurisdiction and court venue described in Section VI(v) above will govern any action arising out of or related to these Terms of Use. However, as to all other sections of the Terms of Use, if any provision is found by an arbitrator or court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions, and the other provisions of these Terms of Use remain in full force and effect.

## **VII. TERMINATION**

(i) In General. You agree that UncommonGood, in its sole discretion, may suspend or terminate Your account (or any part thereof) or Your access to the Website and remove and discard any User content or data at any time and for any

reason, with or without notice, and without any liability to You or to any third-party for any claims, damages, costs or losses resulting therefrom.

(ii) Survival. Sections II-VIII of these Terms of Use shall survive any termination of your account with us or your use of the Website.

## VIII. MISCELLANEOUS

(i) Entire Agreement. These Terms of Use, and any other materials expressly incorporated by and into these Terms of Use, and nothing else, constitute the entire agreement between you and UncommonGood and govern your use of the Website, superseding any prior agreements between us with respect to the Website. You also may be subject to additional terms of use that may apply when you use affiliate or third-party services, third-party content or third-party software.

(ii) Governing Law. These Terms of Use will be governed by the laws of the State of New York without regard to its conflict of laws provisions, and any arbitration arising from these Terms of Use shall be held in the County of New York. With respect to any disputes or claims not subject to arbitration, as set forth above, you and UncommonGood agree to submit to the personal and exclusive jurisdiction of any court of record of the State of New York in the County of New York or a United States District Court in the Southern District of the State of New York.

(viii) No Waiver; Severability. The failure of UncommonGood to exercise or enforce any right or provision provided by these Terms of Use shall not constitute a waiver of such right or provision. Unless otherwise provided herein, if any provision of these Terms of Use is found by an arbitrator or court of competent jurisdiction to be invalid, the parties agree that the arbitrator or court should endeavor to give effect to the parties' intentions, and the other provisions of these Terms of Use shall remain in full force and effect.

(iii) Time Bar on Claims. 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 Website or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or shall be forever barred.

(iv) No Assignment. You may not assign these Terms of Use without the prior written consent of UncommonGood, which may be withheld in our sole discretion,



but UncommonGood may assign or transfer these Terms of Use, in whole or in part, without restriction.

(v) Notices. Notices to You may be made through either email or regular mail. We may also provide notices to You of changes to these Terms of Use or other matters by displaying notices or links to notices generally on the Website.

(vi) Force Majeure. UncommonGood 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 or threats of war, terrorism or threats of terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, governmental regulation or advisory, recognized health threats, as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies, strikes or shortages or curtailment of transportation facilities, fuel, energy, labor or materials.