

Everra

Everra Terms of Service

February 1, 2020

Influere, LLC dba Everra (“Everra,” “we,” “us,” “our”) provides its services (described below) to you through its website located at www.everra.com and any other website or channel controlled by Everra (the “Site”) and through its related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the change(s) on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into these Terms of Service.

Please read these Terms of Service carefully before using the Site. By using the Site, you agree to be bound by these Terms of Service. If you do not agree to the terms and conditions of this Agreement, please do not use the Site.

For purposes of this Agreement, the following terms have the following meanings:

- The “Everra Independent Consultant Agreement” means Everra’s Independent Consultant Agreement.
- An “Everra Independent Consultant” is an individual (a) who has agreed, pursuant to the terms of an Everra Independent Consultant Agreement, to be an Everra independent consultant, (b) who remains an active Everra independent consultant in good standing, and (c) whose Everra Independent Consultant Agreement or status as an Everra independent consultant has not been terminated.

1. Note Regarding Everra Independent Consultants and Everra Independent Consultants' Personalized Sites.

Everra Independent Consultants are independent third party contractors of Everra and are not otherwise affiliated with Everra. Everra is not responsible or liable for the statements, acts or omissions of Everra Independent Consultants, whether through or in connection with the Site, "offline," or otherwise. Without limiting the foregoing, although Everra enables Everra Consultants to create personalized online sites that contain Everra branding and content and that may share URLs with certain Everra websites (for example, URLs such as "[Everra Independent Consultant's name].Everrarepresentative.co," or "www.yourEverra.com/[Everra Independent Consultants' name]"), you acknowledge and agree that Everra has no control over, and is not responsible or liable for, any text, images, or other information or materials posted by Everra Independent Consultant to such personalized online sites or any customizations made by Everra Independent Consultant to such personalized online sites (such information, materials, and customizations, the "Everra Independent Consultant Content") or any materials communicated by an Everra Independent Consultant to you. Everra has not taken any steps to confirm the accuracy or reliability of any Everra Independent Consultant Content or other materials communicated by an Everra Independent Consultant to you, and makes no representations or warranties as to the security of any communications between you and any Everra Independent Consultant undertaken using Everra Independent Consultant Content (for example, email links posted by Everra Independent Consultants).

2. Restricted Uses.

The Site is owned and operated by Everra. The contents of the Site is copyrighted under United States copyright laws. Except as stated herein, none of the material on the Site may be copied, reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way whatsoever. Subject to your compliance with this Agreement, and solely for as long as you are permitted by Everra to access and use the Site, you may download one (1) copy of any particular materials from the Site for your own personal, non-commercial use, provided that you agree to abide by any copyright notice or other restrictions contained in or applicable to such materials, including any author attribution, copyright or trademark notice or restriction in any such material that you download. Modification of the materials, or use of the materials for any other purpose, whether commercial or noncommercial, is a violation of Everra's copyright and other proprietary rights.

"Everra" and the other Everra trademarks, trade names, service marks and logos appearing on the Site is proprietary trademarks of Everra. The use of any of our trademarks or any other content made available through Site, except as expressly provided in this Agreement, is strictly prohibited.

3. Information Submitted Through the Site.

Your submission of information through the Site is governed by Everra's Privacy Statement (the "Privacy Statement"), and this Agreement incorporates by reference the terms and conditions of the Privacy Statement. You represent and warrant that any information you provide in connection with your use of the Site is true, accurate and complete, and that you will maintain and update such information as needed, such that the information remains true, accurate and complete.

4. Registration; User Names and Passwords.

You may be required to register with Everra in order to access certain areas of the Site, for example, to purchase Everra products or otherwise initiate Transactions (as defined below). With respect to any such registration, we may refuse to grant you, and you may not use, a user name or email address that belongs to or is already being used by another person; that may be construed as impersonating another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all Transactions (including any information transmitted in connection with any Transactions) and other interactions with the Site that occur in connection with your user name. You agree to immediately notify Everra of any unauthorized use of your password or user name or any other breach of security related to your account, your user name or the Site, and to ensure that you "log off" and exit from your account with the Site (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

5. Rules of Conduct.

We expect users of the Site to respect the law as well as the rights and dignity of others. While using the Site you agree to comply with all applicable laws, rules and regulations. In addition, your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section, and failure to comply with these rules of conduct may result in termination of your access to the Site pursuant to Section 13 below.

6. Forums and Submissions.

Everra may offer features through the Site that enable you to post information and materials publicly, for example, bulletin boards, chat areas, and similar forums (collectively referred to herein as "Forums"). All of the rules of conduct described in Section 5 above apply to the Forums. Additionally, without Everra's express prior written consent, you may not use the Forums for any commercial purposes, including the promotion or advertisement of any goods, services or opportunities, and you may not use the Forums to solicit other Site visitors or users to visit or become members of, subscribe to or register with any commercial online service or other organization.

When you submit or make available any information or materials through the Forums or otherwise through any Site ("Submissions"), you acknowledge and agree that those Submissions will be non-proprietary and non-confidential, may be made available to the general public, and may be used by Everra without restriction. You grant to Everra the worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license, sublicensable through multiple tiers, without compensation to you, to use, reproduce, distribute (through multiple tiers), adapt (including without limitation edit, modify, translate and reformat), create derivative works of, transmit, publicly display, publicly perform, digitally perform, make, have made, sell, offer for sale and import all Submissions, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section with respect to each Submission, and that your provision of Submissions through the Forums or otherwise through the Site complies with all applicable laws, rules and regulations. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding any Submission that you may have under any applicable law or under any legal theory. This section will survive termination of this Agreement for any reason.

We reserve the right, at our sole discretion, to edit any Submission and to choose to include or not include such Submission in the Forums or otherwise in the Site. The Forums include the opinions, statements and other content of third parties, including Everra Independent Consultants. We are not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other materials made available by third parties (including Everra Independent Consultants) through the Forums or otherwise through the Site are those of such third parties and not of Everra, and Everra does not endorse any such opinions, statements or materials. We may remove objectionable statements or other content from the Site at any time if we deem removal to be warranted. Please understand that removal or editing of any Submission or other materials may not occur immediately.

You acknowledge and agree that Everra has no control over, and shall have no liability for any damages resulting from, the use (including without limitation re-publication) or misuse by any third party of information voluntarily made public through the Forums or any other part of the Site. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE FORUMS OR OTHERWISE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

7. Sweepstakes, Contests, and Similar Promotions.

Any sweepstakes, contest, or similar promotion made available through any Site may be governed by specific rules that are separate from this Agreement. By participating in any such sweepstakes, contest, or promotion, you agree to become subject to those rules, which may vary from the terms and conditions set forth herein. Everra urges you to read the applicable rules, if any, which will be linked from the particular activity, and to review the

Privacy Statement, which, in addition to this Agreement, will govern any information you submit in connection with such activities.

8. Purchases and Other Transactions.

If you wish to purchase any product or service or to make a payment to your Everra account through a Site (each such purchase or other transaction, a "Transaction"), you may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, your credit card verification or other security code, the expiration date of your credit card, your billing address and your shipping information. Any such information provided through the Site will be treated by Everra in accordance with this Agreement and the Privacy Statement. Verification of information may be required prior to the acknowledgment or completion of any Transaction. You represent and warrant that you have the legal right to use any credit card(s) or other payment means used to initiate any transaction.

Everra reserves the right, with or without prior notice, (a) to change product or service descriptions, images and references; (b) to limit the available quantity of any product or service; (c) to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code, incentive offer or other promotion; (d) to prevent or prohibit any user or customer from making any or all Transaction(s); and/or (e) to refuse to provide any user or customer with any product or service. Price and availability of any product or service offered through the Site are subject to change without notice, and Everra shall not be responsible for errors in the prices or descriptions of such products or services. Refunds and exchanges will be subject to Everra's refund and exchange policies then in effect. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

9. Intended Audience.

Everra controls and operates the Site from its offices located in the State of Utah, U.S.A., and the Site is not intended to subject Everra to the laws or jurisdiction of any state, country or territory other than those of the United States. Unless otherwise specified, materials made available through the Site are presented solely for the purpose of providing services and promoting products available in the United States. Everra makes no representation or warranty that any Site, in whole or in part, or any products, services, or materials made available through the Site, are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws, rules and regulations, if and to the extent local laws, rules or regulations are applicable.

10. Links to or From Other Sites.

Except as otherwise expressly stated by Everra on the Site, Everra is not affiliated or associated with operators of any third party websites that link to or are linked from the Site. Everra expressly disclaims any responsibility for the accuracy, content, or availability of information found on third party websites that link to or are linked from the Site. We cannot ensure your satisfaction with any products or services that are available through any third party site that links to or is linked from the Site because these third party sites are owned and operated by independent entities. We do not endorse any of the products or services, nor have we taken any steps to confirm the accuracy or reliability of any of the information, made available through any third party sites. We make no representations or warranties as to the security of any information (including without limitation credit card and other personal information) that you may provide or be requested to provide to any third party, whether through such a third party site or otherwise.

YOU AGREE THAT YOUR USE OF THIRD PARTY SITES AND RESOURCES AND ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, SERVICES, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES AND RESOURCES IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

Everra shall have the right, at any time and at its sole discretion, to block links to the Site through technological or other means without prior notice.

11. Disclaimer.

THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. EVERRA MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH THE SITE. ANY RELIANCE ON OR USE OF SUCH MATERIALS SHALL BE AT YOUR SOLE RISK. EVERRA MAKES NO REPRESENTATION OR WARRANTY (A) REGARDING THE STATEMENTS, ACTS OR OMISSIONS OF ANY EVERRA INDEPENDENT CONSULTANT; (B) THAT THE SITE WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE; (C) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (D) THAT THE SITE OR THE SERVERS OR NETWORKS THROUGH WHICH THE SITE IS MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, the Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third party alteration to the Site,

contact us at support@everra.com with a description of the material(s) at issue and the URL or location on the applicable Site where such material(s) appear.

12. Limitation of Liability.

IN NO EVENT SHALL EVERRA, ITS SUBSIDIARIES OR AFFILIATES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES (THE FOREGOING ENTITIES, COLLECTIVELY, THE "EVERRA ENTITIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF (A) THIS AGREEMENT, (B) THE SITE, (C) YOUR USE OF OR INABILITY TO USE THE SITE, OR (D) THE ACTS OR OMISSIONS OF EVERRA INDEPENDENT SALES REPRESENTATIVES, IN EACH EVENT, EVEN IF EVERRA OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. EVERRA IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS, TRANSMISSIONS OR DATA OR FOR ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED. EVERRA IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY (INCLUDING WITHOUT LIMITATION ANY EVERRA INDEPENDENT CONSULTANT), OR ANY INFRINGEMENT BY A THIRD PARTY OF ANOTHER'S INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS. IN NO EVENT SHALL EVERRA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATED TO THIS AGREEMENT, THE SITE, OR YOUR USE OF OR INABILITY TO USE THE SITE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING OR ACCESSING THE SITE.

13. Indemnification.

You will indemnify and hold the Everra Entities harmless from and against any and all claims, actions, demands, causes of action and other proceedings arising from or related to any of the following (the "Claims"): (a) your use of, inability to use, or activities in connection with the Site; (b) any violation of this Agreement or any other Everra terms, conditions or policies by you or through any account you may have with any Site; (c) any Transaction; (d) any allegation that any Submission or other materials that you make available through the Site infringe or otherwise violate the intellectual property, privacy, or other rights of any third party; or (e) your violation of any rights of any Site visitor, user, or customer, or any other third party; and you agree to reimburse the Everra Entities on demand for any damages, losses, costs, judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any Claim(s).

14. Termination and Enforcement.

This Agreement is effective until terminated by Everra. You agree that Everra, at its sole discretion, may terminate your access to or use of the Site, at any time and for any reason,

including without limitation if Everra believes that you have violated or acted inconsistently with the letter or spirit of this Agreement (including but not limited to your failure to comply with the rules of conduct set forth in Section 5 above). Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice and that Everra may immediately deactivate or delete any user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files. You agree that Everra shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Everra reserves the right to take steps that Everra believes are necessary or appropriate to enforce and/or verify compliance with this Agreement (including without limitation in connection with any legal process relating to your use of the Site and/or a third party claim that your use of the Site is unlawful or violates such third party's rights).

15. Claims of Copyright Infringement.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on a Site infringe your copyright, you (or your agent) may send Everra a notice requesting that Everra remove the materials or block access to them. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Everra a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov> for details. Notices and counter-notices should be sent to support@everra.com. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that there are penalties for false claims under the DMCA.

16. Filtering.

Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the following two sites: [GetNetWise](#) and [OnGuard Online](#). Note that Everra does not endorse, support or approve any of the products or services listed at such site.

17. Information or Complaints.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to support@everra.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer

Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210

18. Governing Law.

This Agreement shall be governed by the laws of the State of Utah, U.S.A. without regard to its conflicts of laws principles. You agree that any dispute or claim arising out of or relating to this Agreement shall be resolved only in the courts located in Salt Lake City, Utah, U.S.A. and you hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such dispute or claim.

19. Miscellaneous.

If any provision of this Agreement shall be deemed to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Everra. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This Agreement, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between you and Everra relating to the subject matter hereof and, except as otherwise provided herein, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Everra relating to such subject matter. Notices to you may be made by posting a notice (or a link to a notice) to any Site, by email, or by regular mail, at Everra's discretion. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

20. Refund Policy.

Everra will make every effort to ship products within ten (10) business days from the date an order is received. If items are not in stock, they will be placed on back order and shipped when Everra receives them. If back-ordered items are not expected to ship within thirty (30) days, Everra will notify you and/or your customer. You will be charged for back-ordered items unless the product has been discontinued. Alternatively, you may cancel back-ordered items and request a refund, receive a credit to your account, or request replacement merchandise. Everra would prefer customer work through their Consultants to handle all customer exchanges and/or replacements. Customers who do not have, or cannot locate, their Consultant should contact Consultant Support for assistance (support@everra.com).

21. Dispute Resolution By Binding Arbitration

THESE TERMS OF SERVICE INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. DETAILS ARE SET FORTH BELOW IN THESE TERMS OF SERVICE.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@everra.com. In the unlikely event that our customer care team is unable to resolve a complaint you may have (or if Everra has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration, mediation, or small claims court instead of in courts of general jurisdiction. Arbitration, which is often cheaper, faster and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award. The payment of attorneys' fees will be governed by the AAA Rules (as defined below). Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

Arbitration Agreement

Everra and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreements (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Terms of Service.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and Everra are each waiving the right to a trial by jury or to participate in a class action. This Terms of

Service evidences a transaction in the interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Terms of Service.

A party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Notice"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Everra and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or Everra may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Everra or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Everra is entitled.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Terms of Service, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Terms of Service. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of the arbitration provision. Unless Everra and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The payment of any fees will be governed by the AAA rules.

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND EVERRA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Everra agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Notwithstanding any provision in this Terms of Service to the contrary, we agree that if Everra makes any future change to this arbitration provision while you are a user of the Site, you may reject any such change by sending us written notice within thirty (30) calendar days of the change. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

Questions? Concerns? Suggestions?

Please contact us at support@everra.com to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.