

TERMS OF USE

Zero Student Debt Initiative LLC welcomes you to our website (the “*Site*”) and the applications and services available from us, through the Site or other platforms (collectively with the Site, the “*Services*”). Your use of the Site and the Services are governed by these Terms of Use (these “*Terms*”). Any time you browse the Site or use the Services in any way, you agree to be bound by these Terms. If you don’t agree to these Terms, do not use the Site or the Services.

Your use of the Services is also subject to our Privacy Policy, which is located on the Services, as well as any policies and procedures we publish from time to time (collectively, the “*Policies*”). We reserve the right to modify these Terms at any time, with such changes becoming effective when we post the modified Terms to the Site. We also reserve the right to make any changes to the Site and Services in any manner and to deny or terminate your access to the Site and Services, even if you have an Account, in our sole discretion.

Each time you use the Site or the Services, the then-current version of the Terms will apply. If you use the Site or the Services after a modification of these Terms, you agree to be bound by the Terms as modified.

These Terms contain important information regarding your rights with respect to the Site and the Services, including your relationship with us, and include an arbitration provision that may limit your ability to pursue claims against us in court. Please read them carefully and review them regularly.

ZERO STUDENT DEBT INITIATIVE, LLC IS NOT A BANK, FINANCIAL ADVISOR, FINANCIAL OR SECURITIES BROKER OR ASSET MANAGER. YOU ARE SOLELY RESPONSIBLE FOR YOUR PURCHASING AND SPENDING DECISIONS AND YOUR DECISION TO USE OUR SERVICES.

1. Eligibility.

If you are under 18 years old, you may not use the Services. When you use the Services, you represent that you are (i) at least the age of majority in the jurisdiction where you reside or (ii) if you have not reached the age of majority in the jurisdiction where you reside, that you have received permission to use the Services from your parent or legal guardian.

You represent that any information you submit to us when using the Services is accurate, truthful, and current. You also represent that your use of the Services does not violate any applicable law or regulation.

2. Registration & Account.

Certain aspects of the Services or portions of the Site may require you to register for an account (“*Account*”), becoming a “*Registered User*”. As part of the Account creation process, you may be asked to provide a username and password unique to the Account (“*Login Information*”). You are responsible for the confidentiality and use of your Login Information and agree not to transfer or disclose your Login Information to any third party other than an individual with express authority to act on your behalf. If you suspect any unauthorized use of your Account, you agree to notify us immediately. You are solely responsible for any activities occurring under your Account. “*Supporters*” have no ownership right to your Account. If you are registering an Account on behalf of an organization under an agreement between us and another organization, that organization may have administrator rights to access your account and any information provided under your Account.

3. Paid Services.

We may require Services to be paid for on a recurring basis (“**Subscription Services**”) or on an as-used basis (“**A La Carte Services**” and, together with the Subscription Services, “**Paid Services**”). We have the right to change, delete, discontinue or impose conditions on Paid Services or any feature or aspect of a Paid Service. Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes as set forth in your Account settings or as otherwise agreed in writing (“**Subscription Fee**”). A La Carte Services may subject you to fees charged per usage and/or terms. By using an A La Carte Service, you agree to pay the fees and any taxes incurred at the time of usage (“**A La Carte Fees**” and, together with Subscription Fees, the “**Paid Service Fees**”).

Unless otherwise provided in a Subscription Service’s terms, Subscription Fees will be charged on the 1st of every month until cancelled. You may cancel a Subscription Service at any time by emailing us at support@rounduptozero.com; provided, however, that any cancellation will take effect thirty (30) days following our receipt of your cancellation notice. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days’ advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

4. Certain Definitions.

“**ACH**” means the Automated Clearing House, a network for, among other things, direct payment by electronic funds transfer.

“**Business Day**” means a day when (i) the New York Stock Exchange opens for trading during all or part of that day; and (ii) banks in the United States are generally open for business during all or part of the day.

“**Cash**” means the money credited to your Account.

“**Deposit**” means, a transfer of money from a Funding Source to an Account. We will deduct the Transaction Fee from each Deposit.

“**Funding Source**” means a checking account that you use to send money to your Account (or, if you are a Supporter, a checking account used to send funds to a Primary User’s Account). It is a checking account that is a source of Deposits. Your primary Funding Source is the primary checking account from which ACH payment will be debited to pay your Subscription Fee. If you have a secondary Funding Source, that checking account may also be a source of Deposits. Your secondary Funding Source may also be a secondary checking account from which ACH payment will be debited to pay your Subscription Fee if we are unable to collect the Subscription Fee from your primary Funding Source.

“**Linked Card(s)**” means the account(s) you use for the purchases of goods or services that generate Round Ups.

“**Primary User**” means a user who has a Receiving Account to which funds are transferred.

“**Receiving Account**” means the loan provider or other account to which we will send amounts in a Primary User’s Account as described herein and on the Services.

“**Round Up**” means an amount of money that equals the difference between the amount of a purchase of goods or services using Linked Card(s) and the lowest whole dollar amount that is greater than the amount of the purchase. Round Ups will be transferred from the Primary User’s Funding Source—not from any Linked Card(s)—to the Primary User’s Account to make a Deposit.

“**Round Up Deposit**” means a Deposit initiated automatically in accordance with a Primary User’s standing instructions with respect to Round Ups. Round Up Deposits will be processed when the aggregated but un-deposited Round Up Deposits reach or exceed the Threshold Amount. Round Up Deposits will be transferred from the Primary User’s Funding Source—not from any Linked Card(s) unless that Linked Card is also a debit card for such Funding Source—to a Primary User’s Account.

“**Setup Fee**” means a \$1.50 one-time fee paid by the Primary User when establishing Round Ups on the Primary User’s Account.

“**Subscription Fee**” means \$0.99 per month, payable by each User, whether a Primary User or a Supporter.

“**Supporter**” means an individual who has signed up to the Services to make Deposits to a Primary User’s Account.

“**Supporter Deposit**” means Supporter Match Deposits and Supporter Reoccurring Deposits.

“**Supporter Match Deposit**” means a deposit made from a Supporter’s Funding Source to a Primary User’s Account when the Primary User’s aggregate but un-deposited Round Ups equal or exceed the Threshold Amount. The Supporter Match Deposit will be in the amount of the correlative Round Up Deposit.

“**Supporter Reoccurring Deposit**” means a preauthorized, scheduled deposit from a Supporter’s Funding Source to a Primary User’s Account.

“**Threshold Amount**” means \$10.00.

“**Transaction Fee**” means a fee paid to us each time a Deposit is made to an Account. The amount is equal to 4.97% of the total amount of the relevant Deposit.

5. Description of the Services and Receiving Accounts.

The Services include a platform that will allow you to make payments to a Receiving Account through Round Ups, scheduled Deposits, and through Supporter Deposits. Deposits are nonrefundable. If you are a Primary User, you may subscribe for Round Up Deposit services, schedule reoccurring Deposits, and invite Supporters. If you are a Supporter, you may choose to make Supporter Match Deposits or Supporter Reoccurring Deposits. All Deposits are nonrefundable.

If an identified Receiving Account has a balance of less than the amount of a transfer we are going to make to the Receiving Account, we will automatically select the loan with the next-highest interest rate as the Receiving Account. If you do not have any loan accounts with balances exceeding the transfer amount, we will notify you that you do not have a valid Receiving Account. If you would like the transfer amount to be returned to your Funding Source, we will charge you a \$5 fee to do so.

We will process transfers from your Account to the Receiving Account every 14 days, as further described on the Services.

You are responsible for any taxes, tariffs, surcharges, or other like amounts assessed by any governmental entity arising as a result of your use to the Services, and we may, at our option, collect such amounts from you.

If you are a Supporter, you acknowledge and agree that you have no ownership in the Primary User's Account.

6. Subscription Cancellation.

Unless otherwise provided herein, you must provide 30 days' written notice of your desire to cancel the Services to use at support@rounduptozero.com.

7. Authorization for ACH debits and credits.

You authorize us to electronically debit your Funding Source for the Setup Fee, Round Up Deposits, Subscription Fees, and any other Deposits you schedule on the Services, as applicable to you. Each time the sum of Pending Round Ups associated with your Linked Card(s) equals or exceeds the Threshold Amount, you authorize us to initiate a Round Up Deposit. You agree that, by using your Linked Card(s) in a way that causes the sum of Pending Round Ups to equal or exceed the Threshold Amount, you authorize the ACH Operator to request that the financial institution that maintains your Funding Source transfer the amount of the sum of Pending Round Ups from your Funding Source to us to credit to your Account.

You agree that, notwithstanding anything to the contrary in any of the Agreements, we and our affiliates, employees, representatives, officers, and directors ("**Indemnified Persons**") shall not be liable for ACH transfer processing delays, any act or omission of, including any overdraft or other fee charged by, any financial service provider that maintains your Funding Source or Linked Card(s), or for any act or omission of any service provider or vendor of any such financial service provider. Without limiting any other of our rights to delay a withdrawal or deny a request for a withdrawal, we reserve the right to delay or prevent a withdrawal of the proceeds of any Deposit pending verification of final payment. If a payment funding a Deposit does not become final, the originator will not be deemed to have made a deposit in your account

8. Authorization of Fee Deduction.

PREAUTHORIZATION OF MONTHLY ELECTRONIC FUNDS TRANSFER FROM YOUR FUNDING SOURCE. By clicking "I agree" to enter into this Agreement, you authorize us and any of our agents, for the entire period, if any, in which you are subject to a Subscription Fee hereunder, to process a recurring ACH debit from your Funding Source in the amount specified on the Services. Any ACH debit you preauthorize in the preceding sentence will result in an electronic funds transfer from your Funding Source to us to pay, if applicable, the Subscription Fee. We or any of our agents may charge a fee if your ACH debit fails due to insufficient funds in your Funding Source.

9. Your Liability for Unauthorized Transfers.

You acknowledge that you could lose the entire value of your Account through any unauthorized change of your Funding Source and/or unauthorized electronic funds transfer. If you notify us within two Business Days after you learn of an unauthorized electronic funds transfer, you can lose the lesser of \$50 or the amount of the unauthorized transfer. If you do not notify us within two Business Days after you learn of an unauthorized electronic funds transfer, and we can prove that we could have stopped someone from making the unauthorized transfer if you had notified us, then you can lose the lesser of (i) \$500 or (ii) the sum of \$50 or the amount of the unauthorized transfers that occur within the two Business Days plus the amount of the unauthorized transfers that occur after the two Business Days and before you notify us, provided that we can establish that these unauthorized transfers would not have occurred had you notified us within the two Business Days. If you do not notify us within 60 days we send you the applicable statement, you may not get back any money you lost after the 60 days if we can prove that we could have stopped the unauthorized transfer had you notified us in time. We will extend the notification periods for unauthorized transfers in this paragraph if there are extenuating circumstances such as extended travel or a hospital stay.

10. Error Notification. If you believe that an unauthorized transfer has occurred in your account, please call us immediately at 855-546-9892, email support@rounduptozero.com, or write to us at 128 Avenida Adobe, San Clemente, CA 92672.

11. Types of Transfers; Limitations. The types of electronic funds transfer generally available in your Account are Deposits and Withdrawals. Deposits to and withdrawals from an account are generally limited to \$5,000 per day unless we determine in our sole discretion to make an exception.

12. Electronic Funds Transfer Documentation. You will receive an email with a link to your monthly statement, which will show all activity in your Account, including any electronic funds transfer.

13. Stop Payment. If you instruct us to make regular preauthorized Deposits, you can stop such Deposits by calling us at 855-546-9892 at least three Business Days before the Deposit is scheduled to be made. When you call, please state your name, Account number, exact periodic Deposit amount, and the scheduled Deposit date. Failure to provide correct and complete information may make it impossible for us to stop payment of the preauthorized Deposit. You agree to indemnify and hold us harmless from and against any loss incurred by the as a result of our paying a preauthorized Deposit if any of the information relied upon in the stop payment order is incorrect or incomplete or as a result of its not paying a preauthorized Deposit for which a valid stop payment order is in effect. If you instruct us to stop a preauthorized Deposit at least three Business Days before the Deposit is scheduled to be made, and we do not, we shall be liable for your losses or damages.

14. Error Resolution.

In case of errors or questions about your electronic transfers, call us at 855-546-9892 or email us at support@rounduptozero.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

Provide us the following information when reporting a suspected error: (1) your name and Account number (if any); (2) describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; (3) the dollar amount of the suspected error.

If you tell one of our representatives orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after receiving a written notification of a suspected error and will correct any error promptly. If we need more time, though, it may take up to 45 days to investigate your complaint or question. If we decide to credit your Funding Source, we will do so within 10 business days for the amount you think is in error, so you will have the use of the money for the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Funding Source.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

15. Permitted Uses/License.

You are authorized to access the Site for the sole purpose of viewing and using the Services on your computer or device. We authorize you to copy materials from the Services to your hard drive solely for the purpose of viewing and using the Services on your computer.

You may not decompile, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or the Services. You may not use any robot, spider, or other automatic device or manual process to monitor or copy the Site or its content without our prior written permission. Your failure to abide by these conditions will immediately terminate your right to access the Site or to use the Services and may violate our intellectual property rights or the intellectual property rights of third parties.

16. Location-based Services.

Some of the Services may require that location functionality be enabled on the relevant device in order to work properly. You acknowledge and agree that if location permissions and functionalities are not enabled on the device with which you access the Services, the Services may not work appropriately or at all. We will use any location information we receive from you in accordance with our Privacy Policy.

17. Third Party Sites.

The Site may contain links to websites we do not operate, control, or maintain (“*Third Party Websites*”). We do not endorse any Third Party Websites, and we make no representation or warranty in any respect regarding the Third Party Websites. Any links to Third Party Websites on the Site are provided solely for your convenience. If you do access any Third Party Websites, you do so at your own risk and waive any and all claims against us regarding the Third Party Websites or our links thereto.

18. User Content Generally.

When you post content and information to the Site or in connection with the Services (“*User Content*”), you represent and warrant to us that (1) you own or have rights to use the User Content, (2) the posting of the User Content does not violate any rights of any person or entity, and (3) you have no agreement with or obligations to any third party that would prohibit your use of the Site or Services in the manner so used. You agree to pay all royalties, fees, and any other

monies owing to any person or entity by reason of any User Content posted by you to the Site or through the Services.

By posting User Content, you give us and our affiliates right to use and display such User Content in such manner as is necessary to provide the Services to you; provided that this right shall not give us any ownership or other rights in the User Content.

19. User Conduct.

You agree not to use the Site or the Services to take any action or actions that (including with respect to any User Content): (1) are patently offensive in any manner (as determined in our sole discretion), (2) involve commercial activities without our prior written consent, such as contests or sweepstakes, (3) are contrary to our public image, goodwill, or reputation, (4) infringe on our or any third party's intellectual property rights, (5) violate any law or any third party's legal rights, or (6) "frame" or "mirror" any part of the Site without our prior written consent.

20. Data.

You agree that we have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Site and Services, and related systems (for example, anonymous and aggregated information concerning user behavior and use of the Services), and we will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Site Services and for other development, diagnostic and corrective purposes in connection with the Site and Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

21. Copyright Infringement.

We respect the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides a complaint procedure for copyright owners who believe that website material infringes their rights under U.S. copyright law. If you believe that your work has been improperly copied and posted on the website, please provide us with the following information: (1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/ her behalf; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where on the Site the material that you claim is infringing is located; (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. These requirements must be followed to give Company legally sufficient notice of infringement. Send copyright infringement complaints to the following email address: support@rounduptozero.com. We suggest that you consult your legal advisor before filing a DMCA notice with Company's copyright agent. There can be penalties for false claims under the DMCA.

22. Warranty Disclaimer.

You agree that the Services are available on an "as is" basis, without any warranty, and that you use the Services at your own risk. We disclaim, to the maximum extent permitted by law, any and all warranties, whether express or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) warranties against infringement of any third party intellectual property or proprietary rights, (c) warranties

relating to delays, interruptions, errors, or omissions in the Services or on the Site, (d) warranties relating to the accuracy or correctness of data on the Services, and (e) any other warranties otherwise relating to our performance, nonperformance, or other acts or omissions.

We do not warrant that the Site or the Services will operate error-free or that the Site is free of computer viruses and/or other harmful materials. If your use of the Site or the Services results in the need for servicing or replacing equipment or data, we are not responsible for any such costs.

Some jurisdictions do not allow the exclusion or limitation of certain categories of damages or implied warranties; therefore, the above limitations may not apply to you. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

23. Limitation of Liability.

Any liability we have to you in connection with these Terms, under any cause of action or theory, is strictly limited to \$100 per user, in aggregate for all violations. Without limiting the previous sentence, in no event shall we or any of our affiliates be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with, these Terms. The foregoing limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we or our affiliates have been advised of the possibility of such damages.

You agree to indemnify and hold us harmless for any breach of security or any compromise of your Account.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential; therefore, the above limitations may not apply to you. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

24. Indemnification.

You agree to indemnify and hold harmless us, our affiliates and our and their officers, directors, partners, agents, and employees from and against any loss, liability, claim, or demand, including reasonable attorneys' fees (collectively, "**Claims**"), made by any third party due to or arising out of your use of the Site and Services in violation of these Terms, any breach of the representations and warranties you make in these Terms, or your User Content. You agree to be solely responsible for defending any Claims against or suffered by us, subject to our right to participate with counsel of our own choosing.

25. Electronic Signatures and Notices.

Certain activities on the Services may require you to make an electronic signature. You understand and accept that an electronic signature has same legal rights and obligations as a physical signature.

If you have an Account, you agree that we may provide you any and all required notices electronically through your Account or other electronic means. You agree that we are not responsible for any delivery fees charged to you as a result of your receipt of our electronic notices.

26. Governing Law.

These Terms are governed by California law, without giving effect to conflicts of law principles. You agree that, to the extent applicable and expressly subject to the Dispute Resolution

provisions below, to submit to the exclusive jurisdiction of the state and federal courts located in San Clemente, California in circumstances where these Terms permit litigation in court.

27. Dispute Resolution.

Please read this section carefully. It contains procedures for mandatory binding arbitration and a class action waiver.

Notice Requirement and Informal Dispute Resolution. Before either we or you may seek arbitration, the party seeking arbitration must send the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute and the requested relief. A Notice to us should be sent to: Zero Student Debt Initiative LLC, 128 Avenida Adobe, San Clemente, CA 92672. After the Notice is received, you and we may attempt to resolve the claim or dispute informally. If we do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“**Arbitration Rules**”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) shall be resolved through binding non-appearance-based arbitration. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in San Clemente, California, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration. The arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

Time Limits. If either you or we pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the parties involved, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under these terms. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND WE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION 27 MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE PLATFORM USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PLATFORM USER.

Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. You agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Section 27, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability. If any part or parts of this Section 27 are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Right to Waive. Any or all of the rights and limitations set forth in this Section 27 may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Section 27.

Survival of Agreement. This Section 27 will survive the termination of your relationship with us.

Small Claims Court. Notwithstanding the foregoing, either you or we may bring an individual action in small claims court.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section 27.

Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of our patent, copyright, trademark or trade secrets rights shall not be subject to this Section 27.

28. Notice for California Users.

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

29. Miscellaneous.

We may assign, transfer, delegate, or otherwise hypothecate our rights under these Terms in our sole discretion. If we fail to enforce a provision of these Terms, you agree that such a failure does not constitute a waiver to enforce the provision (or any other provision hereunder). If any provision of these Terms is held or made invalid, the invalidity does not affect the remainder of these Terms. We reserve all rights not expressly granted in these Terms and disclaim all implied licenses.