

## Rejigg Terms of Service

*Last Updated: May 1, 2023*

Welcome, and thank you for your interest in Rejigg, Inc. (“**Rejigg**,” “**we**,” or “**us**”) and our website at [www.rejigg.com](http://www.rejigg.com), along with our related websites, hosted applications, mobile or other downloadable applications, and other services provided by us (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and Rejigg regarding your use of the Service. The terms “**user**” and “**you**” used throughout these Terms (defined below) includes both Buyers (defined below) and Owners.

### PLEASE READ THE FOLLOWING TERMS CAREFULLY:

**BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE,** YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING REJIGG’S [PRIVACY POLICY](#) (TOGETHER, THESE “**TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND REJIGG’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY REJIGG AND BY YOU TO BE BOUND BY THESE TERMS.

**ARBITRATION NOTICE.** THESE TERMS ARE SUBJECT TO AN ARBITRATION PROVISION SET FORTH IN SECTION 16, YOU AGREE THAT DISPUTES ARISING UNDER THESE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND BY ACCEPTING THESE TERMS, YOU AND REJIGG ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

**TEXT/CALLS NOTICE.** YOU AGREE TO RECEIVE TEXTS/CALLS FROM OR ON BEHALF OF REJIGG AT THE PHONE NUMBER YOU PROVIDE TO US. THESE TEXTS/CALLS WILL INCLUDE INFORMATION ABOUT THE SERVICE AND ANY UPCOMING MEETINGS AND ENGAGEMENTS YOU MAY HAVE ARRANGED WITH REJIGG OR OTHER USERS. YOU UNDERSTAND AND AGREE THAT THESE TEXTS/CALLS MAY BE CONSIDERED TELEMARKETING UNDER APPLICABLE LAW, THEY MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER AUTOMATED TECHNOLOGY, AND YOUR CONSENT IS NOT A CONDITION OF ANY PURCHASE.

- 1. Rejigg Service Overview.** Rejigg is a private service that specializes in connecting interested buyers of small to medium-sized business with owners of small to medium-sized businesses that are seeking buyers. Users are “**Owners**” when they use the Service to seek buyers for their business. Users are “**Buyers**” when they use the Service to obtain information regarding a business.
- 2. Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
- 3. Accounts and Registration.** To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, information about your business, email address, phone number, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password,

and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at [hello@rejigg.com](mailto:hello@rejigg.com).

#### 4. General Payment Terms

- 4.1. Service Fees.** Certain features of the Service may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. If you are a Buyer, by entering into these Terms you agreed to pay the Success Fee, as further described in Section 5, below. Unless otherwise specifically provided for in these Terms, all fees are in U.S. Dollars and are non-refundable, except as required by law, all fees are in U.S. Dollars and are non-refundable, except as required by law.
- 4.2. Price.** Rejigg reserves the right to determine pricing for the Service. Rejigg will make reasonable efforts to keep pricing information published on the Service up to date. We encourage you to check our pricing page periodically for current pricing information. Rejigg may change the fees for any feature of the Service (other than the Success Fee), including additional fees or charges, if Rejigg gives you advance notice of changes before they apply. Rejigg, at its sole discretion, may make promotional offers with different features and different pricing to any of Rejigg's users. These promotional offers, unless made to you, will not apply to you.
- 4.3. Subscription Service.** The Service may include certain subscription-based plans with automatically recurring payments for periodic charges ("**Subscription Service**"). The "**Subscription Billing Date**" is the date when you purchase your first subscription to the Service. The Subscription Service will begin on the Subscription Billing Date and continue for the subscription period that you select on your account (such period, the "**Initial Subscription Period**"), and will automatically renew for successive periods of the same duration as the Initial Subscription Period (the Initial Subscription Period and each such renewal period, each a "**Subscription Period**") unless you cancel the Subscription Service or we terminate it. If you activate a Subscription Service, then you authorize Rejigg or its third-party payment processors to periodically charge, on a going-forward basis and until cancellation of the Subscription Service, all accrued sums on or before the payment due date. For information on the "**Subscription Fee**", please see our [subscription page](#). Your account will be charged automatically on the Subscription Billing Date and thereafter on the renewal date of your Subscription Service for all applicable fees and taxes for the next Subscription Period. You must cancel your Subscription Service before it renews in order to avoid billing of the next periodic Subscription Fee to your account. Rejigg or its third-party Payment Processor will bill the periodic Subscription Fee to the payment method associated with your account or that you otherwise provide to us. You may cancel the Subscription Service by contacting us at [hello@rejigg.com](mailto:hello@rejigg.com). YOUR CANCELLATION MUST BE RECEIVED BEFORE THE RENEWAL DATE IN ORDER TO AVOID CHARGE FOR THE NEXT SUBSCRIPTION PERIOD.
- 4.4. Payment Processing.** We may contract with a third party to process any payments submitted for or through our Service ("**Payment Processor**"). By making any purchase through the Service, you authorize us to share any of your information with the Payment Processor in order to process your payment.
- 4.5. Authorization.** You authorize Rejigg to charge all sums for all amounts due under these Terms, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, then the Payment Processor may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

- 4.6. Delinquent Accounts.** Rejigg may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees. If your payment method is no longer valid at the time a renewal Subscription Fee or other amounts are due, then Rejigg reserves the right to delete your account and any information associated with your account (including User Content) without any liability to you.
- 4.7. Free-View Service.** A Buyer may receive limited access and use of certain features and functionalities of the Service on a free basis ("**Free-View Service**"). The Free-View Service may not include the same features and functionalities that are made available to Buyers which pay for the Service. The Free-View Service is considered part of the Service and all provisions of these Terms relating to the Service apply. Rejigg may terminate the Free-View Service at any time for any reason.

## 5. Business Acquisition

- 5.1. Notice of Offer.** Within 30 days of Owner and Buyer (a) entering into a definitive agreement during the Success Fee Window to purchase Owner's business in whole or in part, (the "**Acquired Business**"), and (b) closing the transaction for the sale of such Acquired Business, Owner and Buyer will notify Rejigg of such offer acceptance and closing (as applicable) by contacting Rejigg at hello@rejigg.com. The "**Success Fee Window**" begins on the first day of the Buyer's first Subscription Period and ends on the 5-year anniversary of the last day of the Buyer's most recent Subscription Period.
- 5.2. Success Fee.** Buyer is responsible for paying Rejigg a Success Fee for the purchase of an Acquired Business that Buyer learned or gained information about through the Platform, unless prior to obtaining such information, Buyer was in bona fide discussions with the applicable Owner to acquire such Acquired Business, as demonstrated by written records or other evidence. The "**Success Fee**" is an amount equal to 1% of the value of cash and non-cash consideration paid or payable by or on behalf of Buyer to Owner for, and otherwise in connection with, the purchase of the Acquired Business whether prior to, at the time of, or after the closing, including bridge loans, the full present value of earn-outs (even if not met at the future time when measured) and seller financing. Buyer will pay Rejigg a Success Fee for each Acquired Business. The Success Fee is due by Buyer to Rejigg no later than 30 days after the closing (or if there are multiple closings the first closing) of the transaction to purchase the Acquired Business.
- 5.3. Non-Circumvention.** Buyer, its employees, affiliates, directors, officers and other related parties (collectively "**Buyer's Entities**") will not, directly or indirectly, or in any manner whatsoever: (a) circumvent or attempt to circumvent the Service or Rejigg to avoid payment of Success Fee to Rejigg; or (b) first contact with any Owner regarding their business discovered on the Service without Rejigg's direct involvement or prior written consent.
- 5.4. Rejigg's Rights.** During the Success Fee Window, and for a period of 3 years thereafter (the "**Audit Period**"), Rejigg shall have the right to:
- 5.4.1. confirm compliance by Buyer's Entities of this Section 5 at any time by requiring a confirmatory letter signed by a C-level officer of Buyer that confirms compliance with this Section 5; and
  - 5.4.2. review the Buyer's Entities business and corporate records to verify compliance with Buyer's obligations set forth in this Section 5 with respect to payment of the Success Fee. No more than once each calendar year during the Audit Period, upon at least 30 days' prior written

notice to Buyer, Rejigg shall have the right, at Rejigg's sole cost and expense, to have an independent, nationally recognized certified public accounting firm ("**CPA**") (subject to a reasonable non-disclosure agreement), examine and audit Buyer Entities' books and records in order to verify if Buyer acquired any Owner's business in contravention of this Section 5. Any such audit shall be conducted at Buyer's Entities' offices during normal business hours and in a manner that does not unreasonably interfere with the normal business operations of Buyer's Entities. Any information provided to Rejigg from the CPA will be treated as confidential information by Rejigg. In the event that any audit discloses a Buyer's Entities acquisition of an Owner's business in contravention of this Section 5, Rejigg shall provide Buyer a summary of the audit findings of the CPA, including the basis for the discrepancy, and Buyer shall make payment of all unpaid Success Fees within fifteen 15 business days after Rejigg provides Buyer such summary, and if the unpaid Success Fee is more than 3 months delinquent, then Buyer agrees to reimburse Rejigg's reasonable, documented, out-of-pocket costs actually paid to the CPA for the audit.

- 6. Prohibited Conduct.** By using the Service, User agrees not to: (a) use the Service for any illegal purpose or in violation of any local, state, national, or international law; (b) harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service; (c) share, license, resell, distribute or otherwise disclose any or all user information or data to an aggregator, bureau, third party for any purpose; (d) add the contact information of a user to populate your marketing list or other similar materials; (e) violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right; (f) access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Rejigg; (g) interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content, or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; (h) interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code, (ii) making any unsolicited offer or advertisement to another user of the Service, (iii) collecting personal information about another user or third party without consent, or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service; (i) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, or accessing any other Service account without permission; (j) sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 8.1) or any right or ability to view, access, or use any Materials; or (k) attempt to do any of the acts described in this Section 6 or assist or permit any person in engaging in any of the acts described in this Section 6.
- 7. Confidentiality.** Buyers and Owners may each have access to and obtain knowledge, material, data, systems, and other information concerning the other party's operation, business, financial affairs, and intellectual property that may not be accessible or known to the general public ("**Confidential Information**"). Confidential Information may be disclosed by or on behalf of Buyer or Owner ("**Disclosing Party**") to the other ("**Receiving Party**") on the Service.

  - 7.1.** A Receiving Party agrees that it will: (a) maintain and preserve the confidentiality of all Confidential Information received from the Disclosing Party and not use or disclose it except as provided under this Section 7; (b) disclose Confidential Information only to its own employees who have a "need-to-know," and only to those employees who have agreed to maintain the confidentiality thereof on terms no less onerous than the applicable terms of this Section 7; (c) protect Confidential Information from disclosure using the highest degree of care that the Receiving Party uses to protect its own

Confidential Information, but in no event less than reasonable care; and (d) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that each Party may disclose the financial and legal terms to its legal and accounting advisors, investors, potential investors, acquirors, and potential acquirors so long as such third parties agree to maintain the confidentiality of such Confidential Information on terms no less onerous than the applicable terms of this Section 7.

- 7.2. The Receiving Party agrees to use the Confidential Information of the Disclosing Party only for the purpose of evaluating and facilitating the potential acquisition of Owner's business by Buyer under these Terms. The Receiving Party's obligation of confidentiality survives with respect to any particular Confidential Information of the Disclosing Party, until all Confidential Information of the Disclosing Party disclosed hereunder becomes publicly known or made generally available through no action or inaction of the Receiving Party. The Parties agree to not alter or remove any identification or notice of any copyright, trademark, or other proprietary rights that indicates the ownership of any part of the Disclosing Party's Confidential Information.
- 7.3. The above respective obligations of the Buyers and Owners shall not apply to Confidential Information that the Receiving Party can show: (a) is or has become a matter of public knowledge through no breach of these Terms by the Receiving Party; (b) was in the lawful possession of Receiving Party's prior to disclosure by the Disclosing Party; (c) was received from a third party who is not under an obligation to the Disclosing Party to maintain the Confidential Information in confidence and who legitimately obtained the Confidential Information; and (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by written records and other competent evidence prepared contemporaneously with such independent development.
- 7.4. If the Receiving Party becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, the Receiving Party will provide the Disclosing Party prompt written notice, if legally permitted to do so, and will use its best efforts to assist the Disclosing Party in seeking a protective order or another appropriate remedy. If the Disclosing Party waives the Receiving Party's compliance with these Terms or fails to obtain a protective order or other appropriate remedy, the Receiving Party will furnish only that portion of the Confidential Information that is legally required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.
- 7.5. The Parties acknowledge that damages may be an inadequate remedy at law in the event of a breach of this Section 7, and the Disclosing Party will be entitled to seek an injunction from a court of a competent jurisdiction to protect its Confidential Information.

## 8. Ownership and Licenses

- 8.1. **Ownership; Proprietary Rights.** The Service is owned and operated by Rejigg. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Rejigg ("Materials") are protected by intellectual property and other laws. All Materials included in the Service are the property of Rejigg or its third-party licensors. Except as expressly authorized by Rejigg, you may not make use of the Materials. There are no implied licenses in these Terms and Rejigg reserves all rights to the Materials not granted expressly in these Terms.

- 8.2. Limited License.** Subject to your complete and ongoing compliance with these Terms, Rejigg grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service.
- 8.3. License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.
- 8.4. Feedback.** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Rejigg an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.
- 8.5. Third-Party Software.** The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

## 9. User Content

- 9.1. User Content Generally.** Certain features of the Service may permit users to submit, upload, publish, or otherwise transmit ("**Post**") content to the Service, including messages, photos, video or audio (including sound or voice recordings and musical recordings embodied in the video or audio), images, folders, data, text, and any other works of authorship or other works between Buyers and Owners, and other content (collectively, "**User Content**"). You retain any copyright and other proprietary rights that you may hold in the User Content that you Post to the Service or provide to Rejigg to upload.
- 9.2. Limited License Grant to Rejigg.** By transmitting or otherwise providing User Content to or via the Service, you grant Rejigg a non-exclusive, perpetual, irrevocable, transferable, sublicensable (through various tiers), royalty-free and worldwide right and license, to the fullest extent permitted by law, to use, host, store, reproduce, create derivative works of, transfer, display, perform, modify, and distribute your User Content to provide the Service and as further described in our [Privacy Policy](#). As part of the Service, if Rejigg makes any modifications or improvements to your User Content, you have no right to use such modified or improved User Content except for on the Service.
- 9.3. Content Representations and Warranties.** You must not Post User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content. Rejigg disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that:
- 9.3.1. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Rejigg to use and distribute your User Content as

necessary to exercise the licenses granted by you in this Section 9, in the manner contemplated by Rejigg, the Service, and these Terms; and

- 9.3.2. your User Content, and the Posting or other use of your User Content as contemplated by these Terms (including if you are an Owner, use by a Buyer), does not and will not: (a) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) cause Rejigg to violate any law or regulation; and
- 9.3.3. your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

**9.4. User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users Post and will not be in any way responsible or liable for User Content. Rejigg may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Rejigg with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Rejigg does not permit infringing activities on the Service.

**9.5. Monitoring Content.** Rejigg does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that Rejigg reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes, but Rejigg has no obligation to do so. If at any time Rejigg chooses to monitor the content, Rejigg still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our [Privacy Policy](#).

## 10. Intellectual Property Rights Protection

**10.1. Respect of Third-Party Rights.** Rejigg respects the intellectual property rights of others, takes the protection of intellectual property rights seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service.

**10.2. DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about any material on the Service, you may contact our Designated Agent at the following address:

Rejigg, Inc.  
Attn: Legal Department (IP Notification)  
1842 Clement Street  
San Francisco, CA 94121  
Email: [copyright@rejigg.com](mailto:copyright@rejigg.com)

**10.3. Procedure for Reporting Claimed Infringement.** If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a written “**Notification of Claimed Infringement**” to the Designated Agent identified above containing the following information:

- 10.3.1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- 10.3.2. a description of the copyrighted work or other intellectual property right that you claim has been infringed;
- 10.3.3. a description of the material that you claim is infringing and where it is located on the Service;
- 10.3.4. your address, telephone number, and email address;
- 10.3.5. a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
- 10.3.6. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or other intellectual property right owner or authorized to act on the copyright or intellectual property owner’s behalf.

Your Notification of Claimed Infringement may be shared by Rejigg with the user alleged to have infringed a right you own or control as well as with the operators of publicly available databases that track notifications of claimed infringement, and you consent to Rejigg making such disclosures. You should consult with your own lawyer or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

**10.4. Repeat Infringers.** Rejigg’s policy is to: (a) remove or disable access to material that Rejigg believes in good faith, upon notice from an intellectual property rights owner or authorized agent, is infringing the intellectual property rights of a third party by being made available through the Service; and (b) in appropriate circumstances, to terminate the accounts of and block access to the Service by any user who repeatedly or egregiously infringes other people’s copyright or other intellectual property rights. Rejigg will terminate the accounts of users that are determined by Rejigg to be repeat infringers. Rejigg reserves the right, however, to suspend or terminate accounts of users in our sole discretion.

**10.5. Counter Notification.** If you receive a notification from Rejigg that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Rejigg with what is called a “**Counter Notification**.” To be effective, a Counter Notification must be in writing, provided to Rejigg’s Designated Agent through one of the methods identified in Section 10.2, and include substantially the following information:

- 10.5.1. your physical or electronic signature;
- 10.5.2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;



- 10.5.3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- 10.5.4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if you are residing outside of the United States, then for any judicial district in which Rejigg may be found, and that you will accept service of process from the person who provided notification under Section 10.2 above or an agent of that person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

**10.6. Reposting of Content Subject to a Counter Notification.** If you submit a Counter Notification to Rejigg in response to a Notification of Claimed Infringement, then Rejigg will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Rejigg will replace the removed User Content or cease disabling access to it in 10 business days, and Rejigg will replace the removed User Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Rejigg's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on Rejigg's system or network.

**10.7. False Notifications of Claimed Infringement or Counter Notifications.** The Copyright Act provides at 17 U.S.C. § 512(f) that: "[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of Rejigg relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it." Rejigg reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

## 11. Modifications

**11.1. Modification of the Service.** Rejigg reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Rejigg will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. You should retain copies of any User Content you Post to the Service so that you have permanent copies in the event the Service is modified in such a way that you lose access to User Content you Posted to the Service.

**11.2. Modification of Terms.** We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. We may require that you accept modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should remove your User Content and discontinue your use of the Service. Except as expressly permitted in this Section 11, these Terms may

be amended only by a written agreement signed by authorized representatives of the parties to these Terms.

## **12. Term; Termination**

**12.1. Term.** These Terms are effective beginning when you accept the Terms or first download, install, access or use the Service, and ending when terminated as described in Section 12.2 ("**Term**").

**12.2. Termination.** If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, Rejigg may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. You may terminate your account and these Terms at any time by contacting customer service at hello@rejigg.com.

**12.3. Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Rejigg any unpaid amount that was due prior to termination; and (d) all definitions and Sections 5, 7, 8.1, 8.4, 9, 12.3, 13, 14, 15, 16, and 17 will survive. You are solely responsible for retaining copies of any User Content you Post to the Service since upon termination of your account, you may lose access rights to any User Content you Posted to the Service. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.

**13. Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Rejigg, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**Rejigg Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

## **14. Disclaimers; No Warranties by Rejigg**

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. REJIGG DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. REJIGG DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND REJIGG DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

REJIGG MAKES NO REPRESENTATIONS ABOUT THE QUANTITY, SUFFICIENCY, TYPE OR QUALITY OF OWNERS' BUSINESSES ON THE SERVICE. WE DO NOT GUARANTEE THAT THE INFORMATION PROVIDED BY THE BUYERS AND OWNERS WHETHER WITHIN OR APART FROM THE SERVICES IS ACCURATE OR COMPLETE. YOU UNDERSTAND AND ACCEPT THAT BUSINESSES AND CONTACT INFORMATION COLLECTED HAVE NOT BEEN SCREENED, DILIGENCED OR VALIDATED BY US AND ARE NOT GUARANTEED TO BE ACCURATE OR ERROR-FREE AND ALL RISKS OF CONDITION, USE, QUALITY, OR FITNESS ARE YOURS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE, ITS USERS, OR REJIGG ENTITIES, OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE REJIGG ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE MAY MAKE DOCUMENTS AVAILABLE TO YOU TO FACILITATE THE TRANSACTION. IT IS UP TO YOU TO DETERMINE THE SUITABILITY OF THESE DOCUMENTS FOR YOUR NEEDS AND PURPOSES. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALINGS WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 14 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. REJIGG DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT REJIGG IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

## **15. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE REJIGG ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY REJIGG ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 16 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE REJIGG ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO REJIGG FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM, AND (B) US\$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **16. Dispute Resolution and Arbitration.**

**16.1. No Jury Trial.** You understand and agree that by entering into these Terms, you and Rejigg are each waiving the right to a trial by jury in favor of arbitration.

**16.2. No Class Actions.** You and Rejigg agree that each may only bring claims against the other in your or your business' individual capacity and not as a plaintiff or class member in any purported class or reprehensive proceeding. Further, unless both user and Rejigg 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.

**16.3. Arbitration.** Any dispute, claim, or controversy between you and Rejigg arising out of or relating to these Terms, whether in contract, tort, or otherwise, and the parties' rights, remedies, and obligations under these Terms (collectively, "**Disputes**") will be conclusively determined by a final and binding confidential arbitration proceeding to take place in the City and County of San Francisco, California. Such proceeding will be conducted in English and administered by JAMS pursuant to the JAMS Comprehensive Arbitration Rules and Procedures then in effect, before a single arbitrator chosen in accordance with such rules. The ruling by the arbitrator may be entered in any court having jurisdiction over the parties or any of their assets. You and Rejigg will evenly split the cost of the arbitrator's fees, but each party will bear their own attorneys' fees and other costs associated with the arbitration. Both parties agree that this arbitration provision may be enforced by injunction or other equitable order, and no bond or security of any kind will be required with respect to any such injunction or order. In addition, and notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief from a court of competent jurisdiction. Disputes must be brought to arbitration within the applicable period under law or they are waived.

## **17. Miscellaneous**

**17.1. General Terms.** These Terms, including the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Rejigg regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your User Content, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

**17.2. Linked Websites.** The Service may contain links to third-party websites. Linked websites are not under Rejigg's control, and Rejigg is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content or information with such third-party services. Once sharing occurs, Rejigg will have no control over the information that has been shared

**17.3. Governing Law.** With the exception of the arbitration requirements set forth in Section 16 these Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Rejigg submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

- 17.4. Privacy Policy.** Please read the Rejigg [Privacy Policy](#) (the “**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Rejigg Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- 17.5. Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 17.6. Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 17.7. Communications.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.
- 17.8. Text Messaging and Phone Calls.** You agree that Rejigg and those acting on our behalf may call and send you text (SMS) messages at the phone number you provide us. These calls and messages may include operational calls or messages about your use of the Service, as well as marketing calls or messages. Calls and text messages may be made or sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such calls or messages, as specified by your carrier. IF YOU WISH TO OPT OUT OF MARKETING CALLS AND TEXT MESSAGES FROM REJIGG, YOU CAN EMAIL [hello@rejigg.com](mailto:hello@rejigg.com) OR TEXT THE WORD “STOP” TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES. IF YOU WISH TO OPT OUT OF ALL CALLS AND TEXT MESSAGES FROM REJIGG, YOU CAN EMAIL [hello@rejigg.com](mailto:hello@rejigg.com) OR TEXT THE WORD “STOPALL” TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive calls and text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing calls and texts is not a condition of any purchase on or use of the Service.
- 17.9. Push Notifications.** When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when you are not in the app. You can turn off notifications by visiting your mobile device’s “settings” page.
- 17.10. Contact Information.** The Service is offered by Rejigg, Inc., located at 1842 Clement Street, San Francisco, California 94121. You may contact us by sending correspondence to that address or by emailing us at [hello@rejigg.com](mailto:hello@rejigg.com).
- 17.11. Notice to California Residents.** If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- 17.12. No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

**17.13. International Use.** The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

**18. Notice Regarding Apple.** This Section 18 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Rejigg only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.