

# GreatAt Terms of Use

**PLEASE READ THE TERMS THOROUGHLY AND CAREFULLY. BY USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS.**

**IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.**

**AS DETAILED IN THESE TERMS, YOU UNDERSTAND AND AGREE THAT GREATAT MAY USE YOUR INFORMATION TO OBTAIN BACKGROUND CHECKS FROM ITS VENDORS.**

**A FEE OF 5% AND \$0.50 USD WILL BE DEDUCTED FROM EACH PAYMENT YOU RECEIVE.**

Last Updated: \_\_\_\_\_

## 1. ACCEPTANCE OF THESE TERMS

This Terms of Use Agreement (“Terms”), including the BINDING ARBITRATION AND CLASS ACTION WAIVER CONTAINED HEREIN, govern your access to, use of, and participation in the GreatAt platform (“Platform”) made available by GreatAt, Inc. (“GreatAt,” “we,” “our,” or “us”) or through the GreatAt website or application and the entirety of your relationship with GreatAt.

Please review GreatAt's Privacy Policy, which is incorporated herein by reference and governs GreatAt's collection and use of your information. The provision and delivery of text messages by GreatAt or our text message service providers is governed by our SMS Terms and Conditions, which are expressly incorporated herein.

Certain areas of and/or products on the Platform may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions or policies. If there is a conflict between these Terms and the terms and conditions or policies posted for a specific area or product, the latter take precedence with respect to your use of that area or product.

These Terms and any additional terms incorporated herein constitute a binding legal agreement between you and GreatAt. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE PLATFORM.

## 2. ELIGIBILITY TO USE THE PLATFORM

All references to “you” or “your,” as applicable, mean the person who accesses, uses, and/or participates in the Platform in any manner, and each of your heirs, assigns, and successors.

By accessing or using the Platform, you represent and warrant that you are at least 18 years old and able to form legally binding contracts under applicable law.

If you use the Platform on behalf of an entity, you represent and warrant that you have the authority to

bind that entity, your acceptance of the Terms will be deemed an acceptance by that entity, and “you” and “your” herein shall refer to that entity.

### **3. MODIFICATIONS TO THE TERMS**

GreatAt reserves the right, in its sole discretion, to modify these Terms, and any other documents incorporated by reference herein, at any time and without prior notice. Your use of the Platform after such modifications are posted shall constitute your consent to the changes. If you do not agree, you may not access or use the Platform.

### **4. KEY TERMS**

“Collective Content” means User Content and GreatAt Content taken together.

“Content” means text, graphics, images, music, software, audio, video, information or other materials, including but not limited to profile information, Services requests, quotes, message threads, reviews, scheduling and calendar information, and other information or materials available on or through the Platform.

“Customer” means a User who may request and receive quotes for Services, message Sellers, and/or otherwise use the Platform to receive, pay for, review, or facilitate the receipt of Services.

“User” means a visitor to GreatAt, or any person who completes GreatAt’s account registration process or a person who submits or receives a request through GreatAt, including but not limited to Sellers and Customers.

“Platform” means all GreatAt websites, mobile or other applications, software, processes and any other services provided by or through GreatAt.

“Services” means the products or services listed, quoted, scheduled, offered or provided by Sellers, or sought, scheduled or received by Customers, through the Platform.

“Seller” means a User who offers Services, provides price quotes for Services, or otherwise uses the Platform to offer, provide, receive payment for, or facilitate the provision of Services.

“GreatAt Content” means all Content GreatAt makes available on or through the Platform, including any Content licensed from a third party, but excluding User Content.

“User Content” means all Content submitted, posted, uploaded, published, or transmitted on or through the Platform by any User or other user of the Platform, including but not limited to photographs, profile information, descriptions, postings, reviews, and payments made through the Platform, but excluding GreatAt Content and Feedback.

### **5. NO ENDORSEMENT OF USERS OR SERVICES OR GUARANTEES BY GREATAT**

The Platform enables Sellers to create listings for and offer Services and for Customers to learn about and receive Services directly from Sellers. You understand and agree that GreatAt is not a party to any

agreements entered into between Sellers and Customers or among Users and third parties. GreatAt has no control over the conduct of Sellers, Customers, and other Users of the Platform or over any Services, and disclaims all liability in this regard to the maximum extent permitted by law.

No agency, partnership, joint venture, or employment is created as a result of the Terms or any use of any part of the Platform, including but not limited to any scheduling or other services. Neither GreatAt nor any Users of the Platform may direct or control the activities of the other, or create or assume any obligation on behalf of the other. Users are required by these Terms to provide accurate information, and although GreatAt may undertake additional checks and processes designed to help verify or check the identities or backgrounds of potential Users, we do not make any representations about, confirm, or endorse any User or their purported identity or background, regardless of the specific GreatAt services they are using or any involvement by GreatAt personnel in providing or scheduling those services.

GreatAt does not endorse any User, Seller, Customer or Services or guarantee the outcome or quality of any Service. Any reference on the Platform to a User being licensed or credentialed in some manner, or “verified,” “Pro,” “best of,” “background checked” or “starred,” “rated,” (or similar language) designations on the Platform indicate only that the User has completed a relevant account process or met user review standards, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by GreatAt and is not verification of their identity and whether they or their Services are licensed, insured, trustworthy, safe or suitable. Any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Platform. You should always exercise responsibility, due diligence and care when deciding whether to have any interaction with any other User. GreatAt provides a non-exhaustive trust and safety tips and content to consider when arranging Services with other Users. GreatAt is not responsible for any damage or harm resulting from your interactions with other Users.

THE PLATFORM IS INTENDED TO BE USED TO FACILITATE SELLERS AND CUSTOMERS CONNECTING AND ARRANGING SERVICES DIRECTLY WITH EACH OTHER. GREATAT CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY SERVICE LISTINGS. GREATAT IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL SERVICE LISTINGS. ACCORDINGLY, ANY SERVICES WILL BE ARRANGED, ACCEPTED, OR OFFERED AT THE CUSTOMER’S & SELLER’S OWN RISK.

Sellers understand and agree that the GreatAt Platform facilitates access to persons who may be interested in receiving Services and related features but that using the Platform does not guarantee that any GreatAt Users will engage them for Services.

The Collective Content may contain links to third-party websites, offers, or other events/activities not owned or controlled by GreatAt. We do not endorse or assume any responsibility for any such links, and if you access them, you do so at your own risk.

By using the Platform, you understand and agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a claim against those particular Users or other third parties. You agree not to attempt to impose liability on or seek any legal remedy from GreatAt with respect to such actions or omissions.

## **6. SELLER REPRESENTATIONS & WARRANTIES AND**

## **ACKNOWLEDGMENTS**

By registering for an Account or using the Platform, Sellers represent and warrant that they, and the employees, agents, contractors, and subcontractors who may perform work for them, are properly and fully qualified and experienced, and licensed, certified, bonded, and insured, as required by applicable laws or regulations to which they may be subject in the jurisdiction(s) in which they offer their Services and in relation to the specific service they are performing.

Sellers understand and agree that they are customers of GreatAt, and are not GreatAt employees, joint venturers, partners, or agents. Sellers acknowledge that they set or confirm their own prices, provide their own equipment, and determine their own work schedule. GreatAt reserves the right, in its sole discretion, to exclude certain types of services from the Platform. GreatAt does not control, and has no right to control, the services a Seller provides (including how the Seller provides such services) if the Seller is engaged by a Customer, except that GreatAt may prohibit Sellers from offering certain types of services on the Platform and as otherwise specifically noted herein.

## **7. ACCOUNT REGISTRATION & BACKGROUND CHECKS**

Users may access the Platform without registering for an account. However, to access and participate in certain features of the Platform, including to become a Seller or to request a Service or contact a Seller as a Customer, you will need to create a password-protected GreatAt account (“Account”). You may also register for an Account using your existing account on certain third-party social networking sites such as Facebook (each such account a “Third-Party Account”). You agree to provide accurate, current, and complete information during Account registration or request submission and at all other times when you use the Platform, and to update information to keep it accurate, current, and complete. We reserve the right to suspend or terminate your Account and your access to the Platform if you create more than one GreatAt Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms.

Your GreatAt Account and your GreatAt profile page will be created for your use of the Platform based upon the information you provide to us or that we obtain via a Third-Party Account as described above.

You may also link your GreatAt Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to GreatAt through the Platform; or (ii) allowing GreatAt to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. By granting GreatAt access to any Third-Party Accounts, you authorize GreatAt to access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account (“Third-Party Account Content”) depending upon the privacy settings you have set within such Third-Party Account. Third-Party Account Content may be made available in your GreatAt Account and Platform profile page. Unless otherwise specified in these Terms, all Third-Party Account Content will be considered to be User Content for all purposes of these Terms. You have the ability to disable the connection between your GreatAt Account and your Third-Party Accounts, at any time, by accessing the Settings area of your GreatAt account. Your relationship with the third-party providers associated with your Third-Party Accounts is governed solely by your agreements with such third-parties. GreatAt is not responsible for and does not review any Third-Party Account Content for any purpose, including but not limited to for legality or non-infringement. You represent that you are entitled to disclose your Third-Party Account login information to GreatAt and/or grant GreatAt access to your

Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating GreatAt to pay any fees or subjecting GreatAt to any usage limitations imposed by such third parties.

You are solely responsible for safeguarding your GreatAt password and, if applicable, your Third-Party Account password. You are solely responsible for all activity that occurs on your Account. You agree to notify GreatAt immediately of any unauthorized use. GreatAt is not liable for any losses by any party caused by an unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for the losses of GreatAt or others due to such unauthorized use.

You understand and agree that, as permitted by applicable laws, GreatAt may use the information you provide to conduct identity checks and may obtain reports based on publicly available information about Users with Accounts, which may include history of criminal convictions or sex offender registration. We may limit, block, suspend, deactivate, or cancel an Account based on the results of such a check. You agree and authorize us to use your personal information, such as your full name and date of birth, to obtain such reports from GreatAt's vendors.

## **8. YOUR LICENSE TO USE THE PLATFORM**

Subject to your compliance with these Terms, GreatAt grants you a limited, non-exclusive, revocable, nontransferable, and non-sublicensable license to reproduce and display Collective Content (excluding any software source code) solely for your personal and non-commercial use and only in connection with your access to and participation in the Platform. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform or Collective Content, except as expressly permitted in these Terms. The Platform and Collective Content are provided to you AS IS. If you download or print a copy of Collective Content for personal use, you must retain all copyright and other proprietary notices contained thereon. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by GreatAt or its licensors, except for the licenses and rights expressly granted in these Terms.

## **9. USER CONTENT**

GreatAt may, in our sole discretion, permit you to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Platform ("post" or "posting"), you hereby grant to GreatAt a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, by means of or to promote, market or advertise the Platform or Services, or for any other purpose in our sole discretion. Private messages posted through the Platform will not be used by GreatAt in public advertising. The license granted to GreatAt herein shall survive termination of the Platform or your Account. Nothing in these Terms will be deemed to restrict rights that you may have to use and exploit any such User Content you post.

You acknowledge and agree that you are solely responsible for all User Content that you post. You represent and warrant that: (a) you either are the sole and exclusive owner of all User Content that you

post or you have all rights, licenses, consents and releases that are necessary to grant to GreatAt the rights in such User Content, as contemplated under these Terms; and (b) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or GreatAt's use of your User Content (or any portion thereof) on, through or by means of the Platform will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree that GreatAt may proofread, summarize or otherwise edit and/or withdraw your User Content, and you understand it remains your sole responsibility to monitor your User Content and ensure that such edited Content is accurate and consistent with your representations and warranties in these Terms.

GreatAt reserves the right, at any time and without prior notice, to remove or disable access to User Content that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Platform or Users, or for any other reason.

## **10. FEEDBACK**

By sending us any feedback, comments, questions, or suggestions concerning GreatAt, including the Platform (collectively, "Feedback") you represent and warrant that (a) you have the right to disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against GreatAt and its Users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Account or the Platform.

## **11. USER CONDUCT & PROHIBITIONS**

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Platform and Collective Content. In connection with your use of the Platform, you may not and you agree that you will not:

- Use another person's Account; misrepresent yourself, Services offered, identity, qualifications, or other information; or post Content or offer Services in any inappropriate category on the Platform;
- Use the Platform in a manner that falsely implies GreatAt endorsement, partnership or otherwise misleads others as to your affiliation with us;
- Accept or make payment for Services outside the GreatAt Platform;
- Fail to perform Services as promised, unless the Customer fails to materially satisfy the mutually agreed-upon terms for the Services, refuses to pay, a clear typographical error is made, or you cannot authenticate the Customer;
- Engage in fraudulent conduct including but not limited to offering to make money transfers or soliciting Users to mail cash or use other payment methods prohibited by GreatAt;
- Sign up for, use, or otherwise solicit a Service with no intention of using or paying for the

Service;

- Agree to purchase a Service when you do not meet a Seller's requirements;
- Use any automated system including but not limited to robots, spiders, offline readers, scrapers to access the Platform for any purpose without GreatAt's prior written approval; provided, however, that public search engines may use spiders or robots to copy materials from the Platform for the sole purpose of creating publicly available searchable indices of the materials (but not caches or archives of such material) (GreatAt reserves the right to revoke these exceptions either generally or in specific cases);
- In any manner, copy copyrighted text, or otherwise misuse or misappropriate Platform information or Content;
- Transmit more messages in a given time period than a human can reasonably produce in the same time period by using a conventional online web browser;
- Take any action that (a) may unreasonably encumber the Platform's infrastructure; (b) interferes or attempts to interfere with the proper functioning of the Platform or any third-party participation; (c) bypasses measures that are used to prevent or restrict access to the Platform; (d) circumvents, disables or otherwise interferes with the Platform's security features; (e) distributes viruses or any other technologies that may harm GreatAt, the Platform or Users; (f) violates any copyrights, trade secrets, or any third party rights, including privacy or publicity rights; or (g) circumvents or manipulates Fees or billing;
- As a Seller, use the Platform in any manner that circumvents your obligation to pay GreatAt or as a Customer, circumvents your obligation to pay Seller;
- Collect, harvest or publish any personally identifiable data including but not limited to names or other account information, from the Platform, or use the communication systems provided by the Platform for any reason not explicitly authorized by these Terms, including commercial solicitation purposes;
- Recruit, solicit, or contact in any form Sellers or Customers for employment or any other use not specifically intended by the Platform;
- Take any inappropriate or unlawful actions, including the submission of inappropriate or unlawful Content or Content that damages or degrades the experience of any User, including Content that is harassing, hateful, illegal, profane, obscene, defamatory, threatening, or discriminatory, or that advocates, promotes, encourages inappropriate activity, conduct that would be considered a criminal offense, requests Users to download non-GreatAt applications and/or directs Users to mirrored websites, offers to purchase a Service or any other service outside of GreatAt, or uses a profile page or user name to promote services not offered on or through the Platform;
- Violate any key GreatAt policies that govern your use of the Platform and our interactions with you and third parties;
- Advertise or solicit a Service that GreatAt determines, in its sole discretion, is not appropriate for the Platform including, but not limited to any Service that: (a) is not in supported categories or provides only products; (b) provides directories or referrals; (c) offers rental space; (d) offers lending services or credit counseling; (e) competes with the business of GreatAt; (f) promotes or offers Ponzi schemes, spam, chain letters, pyramid schemes, junk mail, affiliate marketing or unsolicited commercial content, discount cards, online surveys or contests, raffles, prizes, bonuses, lotteries, games of chance or giveaways; (g) is in a restricted location; or (h) is illegal.
- Take any action that may undermine the efficacy or accuracy of reviews or ratings systems;
- Undertake any activity or engage in any conduct that is inconsistent with the business or purpose

- of the Platform; and
- Attempt to indirectly undertake any of the foregoing.

## **12. FEES & PAYMENTS**

In connection with use of the Platform, GreatAt charges certain fees (“GreatAt Fees” or “Fees”). Fees for additional products or services will be disclosed to you before you use such products or services.

A Fee of 5% and \$0.50 USD will be deducted from each payment you receive.

Sellers agree to pay all applicable Fees or charges based on the Fee and billing terms then in effect, regardless of whether you have an active Account.

Customers agree to pay all applicable charges based on the agreement between Seller and Customer.

Payment processing services on GreatAt are provided by WePay. Payment processing services provided by WePay are subject to WePay’s Terms and Conditions. As a condition of GreatAt enabling payment processing services through WePay, you agree to provide GreatAt accurate and complete information about you or your business, and you authorize GreatAt to share with WePay this information and transaction information.

If, as a Seller or Customer, you do not pay on time or if GreatAt (or its third party payment processor) cannot charge a credit card, debit card, bank account or other payment method for any reason, GreatAt reserves all rights permissible under law to recover payment and all costs and expenses incurred, including reasonable attorneys' fees, in our pursuit of payment. You explicitly agree that all communication in relation to delinquent accounts, or Fees or payments due, will be made by electronic mail or by phone. Such communication may be made by GreatAt or by anyone on its behalf, including but not limited to a third-party collection agent. If you cancel your Account at any time, you will not receive any refund. If you have a balance due on any Account, you agree that GreatAt may charge such unpaid Fees or payments to your credit card or otherwise bill you for such unpaid Fees or payments. You understand and agree that you are solely responsible for determining your own tax reporting and sales tax collection requirements in consultation with tax advisers, and that we cannot and do not offer specific tax advice to either Sellers or Customers. All sales on GreatAt are final and non-refundable, except as otherwise specified herein.

Cancellation and refund requests should be addressed by agreement between the Customer and the Seller. Approved refunds normally be processed within thirty (30) days, unless a shorter period is required by law. You may request a cancellation or refund by submitting your request through the Platform to the Seller. You may contact GreatAt if you have a concern about a transaction at <https://www.greatat.com/contact>. Users agree that GreatAt, in its sole discretion, may make decisions regarding refunds and/or cancellation and such decision shall be final. If you cancel your Account at any time, you will not receive any refund.

## **13. DISPUTES BETWEEN OR AMONG USERS**

GreatAt understands that from time to time disputes may arise between or among Sellers and Customers. GreatAt seeks to provide tools to help Users resolve disputes independently. If such a dispute cannot be resolved independently, you agree, at GreatAt's request, to participate in good faith, to the extent



reasonably feasible, in a neutral resolution, mediation, or arbitration process conducted by GreatAt or a neutral third-party mediator or arbitrator selected by GreatAt. Notwithstanding the foregoing, you acknowledge and agree that GreatAt is under no obligation to become involved in or impose resolution in any dispute between or among Users or any third party.

## 14. INTELLECTUAL PROPERTY RIGHTS

GreatAt Content is protected by copyright, trademark, and other laws of the United States, foreign countries, and international conventions. Except as expressly provided in these Terms, GreatAt and its licensors exclusively own all right, title, and interest in and to the Platform and GreatAt Content and all technology underlying the same, including all associated intellectual property rights. All trademarks, service marks, logos, trade names and any other proprietary designations of GreatAt used herein are trademarks or registered trademarks of GreatAt. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective owners.

## 15. COPYRIGHT POLICY & COMPLAINTS

We expect Users to respect copyright law. In appropriate circumstances we will terminate the Account of any User who repeatedly infringes or is believed to be repeatedly infringing the rights of copyright holders or remove or disable access to material on the Platform that infringes upon the copyright rights of others. GreatAt also may, in our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity.

*Digital Millennium Copyright Act.* If you believe that your work has been used on the Platform in any manner that constitutes copyright infringement, please notify GreatAt's copyright agent by written notice. **Notice.** The notice should include the following information:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
- A description of the copyrighted work you claim has been infringed, including a copy of the copyrighted work or the web page address where the copyrighted work may be found;
- Identification of the location on the Platform of the material you claim has been infringed, or the link or reference to another website that contains the material you claim has been infringed;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner or the law; and
- A statement by you that the information in this notification is accurate and a statement, under penalty of perjury, that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

**Designated Agent Contact Information.** GreatAt's copyright agent for notice of claims of copyright infringement on the Platform is ZwillGen and can be reached at 1900 M Street, Suite 250, Washington DC, 20036, 202-296-3585, or [dmca@zwillgen.com](mailto:dmca@zwillgen.com).

You should consult with your own lawyer and/or see 17 U.S.C. §512 to confirm your obligations to

provide a valid notice of claimed infringement.

**Counter Notification.** If you receive a notification from GreatAt that material made available by you on or through the Platform has been the subject of a Notification of Claimed Infringement, then you will have the right to provide GreatAt a “Counter Notification.” A Counter Notification must be in writing, provided to our Designated Agent via a method identified above, and include substantially the following information:

- A physical or electronic signature of the User;
- 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;
- A statement under penalty of perjury that the User has 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
- The User’s name, address, and telephone number, and a statement that the he/she consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if outside the United States, for any judicial district in which GreatAt may be found, and that the User will accept service of process from the person who provided notification above or an agent of such person.

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

**False Notifications.** GreatAt reserves the right to seek damages from any party that submits a notification of claimed infringement or counter notification in violation of the law.

## **16. ACCOUNT SUSPENSION, TERMINATION OR CANCELLATION & SANCTIONS FOR TERMS VIOLATION**

We may, in our discretion, with or without cause, with or without prior notice and at any time, decide to limit, block, suspend, deactivate or cancel your GreatAt Account in whole or in part. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Account will be deactivated or suspended and you will not be able to access the Platform or your User Content; (b) if appropriate in our sole discretion, we may communicate to other Users that your Account has been terminated and why this action has been taken; and (c) you will not be entitled to any compensation for Services cancelled or delayed as a result of Account termination. You may cancel your use of the Platform and/or terminate your Account at any time by accessing the Settings area of your GreatAt Account. Please note that if your Account is cancelled, we do not have an obligation to delete or return to you any Content you or other Users have posted to the Platform.

Without limiting any other rights reserved herein, GreatAt may, in its sole discretion, take any action permitted by law for any violation of these Terms or any other policy or agreement between you and GreatAt, including but not limited to removing User Content you posted, limiting your Account access, requiring you to forfeit certain funds or paid Fees, assessing monetary penalties or costs, terminating your Account, decreasing your status or search rank, canceling quotes or postings, blocking access, investigating you, and/or cooperating with law enforcement agencies in any investigation or prosecution.

## 17. ARBITRATION AND CLASS ACTION WAIVER

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

**Application.** You and GreatAt agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

This Section is intended to be interpreted broadly and governs any and all disputes between us, including but 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 Agreement or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of this Agreement. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

By agreeing to these Terms, you agree to resolve any and all disputes with GreatAt as follows:

**Initial Dispute Resolution:** Most disputes can be resolved without resort to litigation. You can reach GreatAt's support department at <https://www.greatat.com/contact>. Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the GreatAt support department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

**Binding Arbitration:** If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' or Privacy Policy's formation, performance, and breach), the parties' relationship with each other, and/or your use of the Platform shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms or the Privacy Policy, including but not limited to any claim that all or any part of these Terms or Privacy Policy is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

**Filing a Demand.** To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com)); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, California 94111; and (c) send one copy of the Demand for Arbitration to GreatAt at GreatAt, Inc., 1804 Garnet Ave #494 San Diego, Ca 92109.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, GreatAt will pay the

additional cost. If the arbitrator finds the arbitration to be non-frivolous, GreatAt will pay the fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Arbitration shall be initiated in San Diego, in the State of California, United States of America, unless a court determines that such arbitration shall be held in the district where you reside, and you and GreatAt agree to submit to the personal jurisdiction of any federal or state court in San Diego County, California in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

**Class Action Waiver:** The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND GREATAT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS USER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

**Exception:** Litigation of Intellectual Property and Small Claims Court Claims: Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

**30-Day Right to Opt Out:** You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending (from the email address you use on GreatAt) written notice of your decision to opt out to <https://www.greatat.com/contact> with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first use of the Platform; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, GreatAt also will not be bound by them.

**Changes to This Section:** GreatAt will provide thirty (30) days' notice of any changes to this section by posting on the GreatAt Terms of Use website, sending you a message, or otherwise notifying you when you are logged into your account. Amendments will become effective thirty (30) days after they are posted on the GreatAt Terms of Use website or sent to you.

Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or

valid, then this subsection shall be severed from the section entitled “Arbitration and Class Action Waiver,” and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Platform.

**Survival:** This Arbitration and Class Action Waiver section shall survive any termination of your Account or the Platform.

## **18. GOVERNING LAW**

The Terms and the relationship between you and GreatAt shall be governed in all respects by the laws of the State of California, without regard to its conflict of law provisions. You agree that any claim or dispute you may have against GreatAt that is not subject to arbitration must be resolved by a court located in San Francisco County, San Francisco, California, or a United States District Court, Northern District of California, located in San Francisco, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within San Francisco County, California or the United States District Court, Northern District of California located in San Francisco, California, for the purpose of litigating all such claims or disputes that are not subject to arbitration. You hereby waive any and all jurisdictional and venue defenses otherwise available.

## **19. DISCLAIMERS**

YOUR USE OF THE PLATFORM, SERVICES, OR COLLECTIVE CONTENT SHALL BE SOLELY AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT GREATAT DOES NOT HAVE AN OBLIGATION, BUT RESERVES THE RIGHT FOR ANY REASON, TO (A) MONITOR OR REVIEW USER CONTENT; OR (B) FOR ANY PERMISSIBLE PURPOSE, CONDUCT IDENTITY VERIFICATION, BACKGROUND (INCLUDING CRIMINAL BACKGROUND) OR REGISTERED SEX OFFENDER CHECKS ON ANY USER, INCLUDING BUT NOT LIMITED TO SELLERS AND CUSTOMERS. THE PLATFORM IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, GREATAT AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT; ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF OR IN TRADE; ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS PLATFORM OR THE SERVICES OFFERED ON OR THROUGH THIS PLATFORM; AND ANY WARRANTIES RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS PLATFORM, INCLUDING WITHOUT LIMITATION ALL COLLECTIVE CONTENT. GREATAT MAKES NO WARRANTY THAT THE PLATFORM OR SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. GREATAT ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE PLATFORM. GREATAT SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA, INFORMATION, MATERIALS, SUBSTANCE, OR COLLECTIVE CONTENT POSTED, TRANSMITTED, OR MADE AVAILABLE VIA THE PLATFORM. NO ADVICE OR

INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM GREATAT OR THROUGH THE PLATFORM, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE PLATFORM AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO ANY CUSTOMERS, SELLERS OR SERVICE RECIPIENTS. YOU UNDERSTAND THAT GREATAT DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE PLATFORM OR TO REVIEW OR VET ANY SERVICES. GREATAT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE PLATFORM OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE PLATFORM. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE PLATFORM AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON AND GIVE OR RECEIVE SERVICES. GREATAT EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USERS OR THIRD PARTIES.

## **20. LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM AND COLLECTIVE CONTENT, YOUR OFFERING OR PROVIDING SERVICES OR REQUESTING OR RECEIVING SERVICES THROUGH THE PLATFORM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF GREATAT OR THIRD PARTIES, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER GREATAT NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM WILL BE LIABLE (WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GREATAT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) FOR: (A) ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL; (B) SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE; (C) THE COST OF SUBSTITUTE PRODUCTS OR SERVICES; (D) ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS; (E) THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES OR COLLECTIVE CONTENT; (F) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE PLATFORM OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM; OR (G) YOUR OFFERING OR PROVIDING SERVICES OR REQUESTING OR RECEIVING SERVICES THROUGH THE PLATFORM.

IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF GREATAT AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE TERMS, PLATFORM,

SERVICES, AND/OR COLLECTIVE CONTENT, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR COLLECTIVE CONTENT OR IN CONNECTION WITH ANY SERVICES OR INTERACTIONS WITH ANY OTHER USERS EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO GREATAT BY YOU HEREUNDER, OR ONE HUNDRED US DOLLARS IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE.

THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

## **21. INDEMNIFICATION AND RELEASE**

You agree to release, defend, indemnify, and hold GreatAt and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Platform or your violation of these Terms; (b) your User Content or the Collective Content; (c) your interaction with any User; and (d) the request or receipt or offer or provision of Services by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with such Services.

Notwithstanding the foregoing paragraph, if you are a resident of New Jersey, you only agree to release, defend, indemnify, and hold GreatAt and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, harmless from and against any third-party claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Terms.

If you are a California resident, you waive California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

## **22. CONTACTING YOU AND E-SIGN CONSENT**

You agree that GreatAt may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Platform. With your consent, GreatAt or Users may also contact you by telephone or through text messages. If you have agreed to receive text messages or telephone calls, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by contacting us at <https://www.greatat.com/contact> with “Revoke Electronic Consent” in the subject line. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (a) a device (such as a computer or mobile phone) with a web browser and Internet access; and (b) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, contact us at

<https://www.greatat.com/contact> with contact information and the address for delivery.

## 23. GENERAL

**Force Majeure:** Other than payment obligations, neither GreatAt nor you shall be liable to the other for any delay or failure in performance under the Terms arising out of a cause beyond its control and without its fault or negligence. Such causes may include but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

**No Third-Party Beneficiaries:** You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

**Entire Agreement:** These Terms, together with the Privacy Policy and any other legal notices or additional terms and conditions or policies published by GreatAt on the Platform, shall constitute the entire agreement between you and GreatAt concerning the Platform or Services obtained through the Platform. Except as explicitly stated herein, if any provision of the Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect.

**Waiver:** No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such term or any other term, and GreatAt's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

**Statute of Limitations:** You agree that regardless of any statute or law to the contrary, any claim arising out of or related to the Platform or the Services offered therein must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. Notwithstanding the foregoing, this statute of limitations shall not apply to residents of New Jersey.

**Section Headings:** The section headings in these Terms are for convenience only and have no legal or contractual effect.

**Contact Information:** If you have any questions about these Terms or the Platform, please contact us by at: <https://www.greatat.com/contact>, or by writing to GreatAt, Inc., 1804 Garnet Ave #494, San Diego, Ca 92109.