

ServiceUp.com

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SITE CONTENTS

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DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

MINDFUL OF THE HIGH COST OF LEGAL DISPUTES, NOT ONLY IN DOLLARS BUT ALSO IN TIME AND ENERGY, BOTH YOU AND SERVICEUP INC. AGREE THAT ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, YOUR VISIT TO THE SITE, OR TO ANY PURCHASE, TRANSACTION, RETURN OR OTHER INTERACTION WITH SERVICEUP (INCLUDING CLAIMS RELATING TO SERVICEUP'S ADVERTISEMENTS AND DISCLOSURES, EMAIL AND MOBILE SMS MESSAGES SENT BY SERVICEUP, OR SERVICEUP'S COLLECTION OR USE OF YOUR INFORMATION) ("DISPUTE") SHALL BE RESOLVED THROUGH BINDING ARBITRATION, RATHER THAN IN COURT. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THIS AGREEMENT.

ANY PARTY WHO INTENDS TO SEEK ARBITRATION MUST FIRST TRY IN GOOD FAITH TO RESOLVE THE DISPUTE BY PROVIDING TO THE OTHER PARTY A WRITTEN NOTICE ("NOTICE") DESCRIBING THE FACTS AND CIRCUMSTANCES OF THE DISPUTE AND THE SPECIFIC RELIEF SOUGHT, AND INCLUDING ANY SUPPORTING DOCUMENTATION. THE NOTICE MUST BE MAILED VIA CERTIFIED OR REGISTERED MAIL TO: SERVICEUP, ATTN: LEGAL, 20 N SANTA CRUZ AVE SUITE A, LOS GATOS, CA 95030, OR TO YOU AT YOUR LAST-USED BILLING ADDRESS OR THE BILLING AND/OR SHIPPING ADDRESS IN YOUR ONLINE PROFILE. IF WE ARE UNABLE TO REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN THIRTY (30) DAYS AFTER THE NOTICE IS SENT, EITHER PARTY MAY COMMENCE ARBITRATION.

BY AGREEING TO ARBITRATION, YOU AND SERVICEUP ARE NOT LIMITING IN ANY WAY EITHER OF OUR STATUTORY OR COMMON LAW RIGHTS OR POTENTIAL REMEDIES TO WHICH EITHER OF US WOULD BE ENTITLED TO IF OUR DISPUTE WERE INSTEAD BEING HEARD IN A COURT. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ('AAA'), ADR.ORG, 1.800.778.7879, AND PURSUANT TO THE THEN APPLICABLE AAA COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES. YOU MAY CHOOSE TO HAVE THE ARBITRATION CONDUCTED BY TELEPHONE, BASED ON WRITTEN SUBMISSIONS, IN PERSON IN THE COUNTY WHERE YOU LIVE, OR AT ANOTHER MUTUALLY AGREED LOCATION. PAYMENT OF ALL FILING, ADMINISTRATION AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S APPLICABLE RULES. IN LIEU OF ARBITRATION, EITHER YOU OR SERVICEUP MAY ASSERT INDIVIDUAL CLAIMS IN SMALL CLAIMS COURT CONSISTENT WITH THE JURISDICTIONAL AND DOLLAR LIMITS THAT MAY APPLY. THIS SECTION WILL SURVIVE AFTER THE TERMS OF USE TERMINATE OR YOUR USE OF THE SITE ENDS.

IF YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE ANY SERVICEUP INTELLECTUAL PROPERTY RIGHT (AS DEFINED BELOW), WE MAY BRING SUIT IN ANY STATE OR FEDERAL COURT IN THE STATE OF CALIFORNIA. YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THESE COURTS.

CLASS ACTION WAIVER

You and ServiceUp agree that any Dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, collective, or representative action. If this class action waiver is found to be void or unenforceable, the Dispute shall be

resolved in state or federal court rather than in arbitration. You further agree that you will not be a member of any putative or actual class in a class action brought by anyone else against ServiceUp, nor will you seek to become a class representative. **You further agree that in any action you initiate against ServiceUp, any relief you seek will be confined to relief on your own behalf.** This section will survive after the Terms of Use terminate or your use of the Site ends.

PROHIBITED USES

The Site may be used only for lawful purposes and is available only for your personal, non-commercial use which shall be limited to viewing the Site, purchasing services, providing information to the Site and downloading service information for your personal review. Any permission granted herein terminates automatically without further notice if you breach any of the Terms. Upon such termination, you agree to immediately destroy any downloaded and/or printed materials. Any unauthorized use of any material contained on this Site may violate domestic and/or international copyright laws, the laws of privacy and publicity, and communications regulations and statutes.

You are responsible for your own communications, including the transmission, posting and uploading of information, and are responsible for the consequences of such communications to the Site. ServiceUp specifically prohibits any use of the Site, and requires all users to agree not to use the Site, for any of the following:

- Posting any information which is incomplete, false, inaccurate or not your own
- Engaging in conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation, or that would fail to comply with accepted Internet protocol
- Communicating, transmitting or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it
- Communicating, transmitting or posting material that reveals trade secrets, unless you own them or have the permission of the owner
- Communicating, transmitting or posting material that infringes on any other intellectual property, privacy or publicity right of another
- Communicating, transmitting or transferring (by any means) information or software derived from the site to foreign countries or certain foreign nations in violation of any applicable export control laws
- Attempting to interfere in any way with the Site's or ServiceUp's networks or network security, or attempting to use the Site's service to gain unauthorized access to any other computer system
- Communicating, transmitting or posting material that is in violation of applicable laws or regulations
- Using the Site to harass, disrupt, or unlawfully interfere with ServiceUp business interests

SECURITY RULES

Violations of system or network security may result in civil or criminal liability. ServiceUp investigates violations and may involve, and cooperate with, law enforcement authorities in prosecuting any user or users who are involved in such violations. You are prohibited from

violating or attempting to violate the security of the Site, including, without limitation, the following:

- Accessing data not intended for you or logging on to an ServiceUp server or account that you are not authorized to access
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt)
- Attempting to interfere or interfering with the operation of our Site, our provision of services to any other visitors to our Site and our hosting provider or our network, including, without limitation, via means of submitting a virus to the Site, overloading, “flooding,” “email bombing” or “crashing” the Site
- Forging any TCP/IP packet header or any part of the header information in any email or transmission or posting to our Site

PRIVACY POLICY

Notwithstanding anything else to the contrary contained in these Terms of Use, ServiceUp’s collection, use, disclosure and sharing of any personally identifiable information you provide via the Site shall be governed by our [Privacy Policy](#). For further information regarding ServiceUp’s collection, protection, and use of your personal information, please refer to our [Privacy Policy](#). By accepting these Terms, you also agreed to be bound by the Privacy Policy terms, which are incorporated by reference hereby.

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- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact the complaining party;
- a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law and a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement and counter-notices should be directed to:

By mail:

ServiceUp
Attn: Legal
20 N Santa Cruz Ave Suite A
Los Gatos, CA 95030

By email: info@serviceup.com

(For both mail and email notices, please include “Notice of Infringement” in the subject line.)

Upon receipt of notices complying with the DMCA, ServiceUp will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

It is often difficult to determine if your intellectual property rights have been violated. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter. We may give you notice that we have removed or disabled access to certain content or material. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- your physical or electronic signature;
- 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;
- statement from you under the penalty of perjury that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a U.S. Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which ServiceUp may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

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These Terms shall be governed by, construed and enforced in accordance with the laws of the State of California, without giving effect to any conflict of law provisions, except to the extent governed by federal law.

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