

Trove Terms of Service

Last Updated: October 20, 2016

Welcome, and thank you for your interest in Trove Technologies, Inc. (“**Trove**,” “**we**,” “**us**,” or “**our**”) and our website at www.mytrove.com (“**Site**”); our mobile application(s) (“**App**”); and any related websites, networks, applications, and other services provided by us (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and us regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING OR INSTALLING AN APP, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY AND ANY ADDITIONAL TERMS (DEFINED BELOW) (TOGETHER, THE “TERMS”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE.

Agreement Overview. As provided in greater detail in these Terms (and without limiting the express language of the Terms below), you agree and acknowledge that these Terms include the following provisions:

- disputes arising hereunder will be resolved by binding arbitration, and BY ACCEPTING THESE TERMS, YOU AND TROVE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury (as set forth in Section 18);
- the Service is licensed, not sold to you, and you may use the Service only as set forth in these Terms;
- your use of the Service may be subject to separate third party terms of service and fees, including without limitation the terms of service and data, SMS, MMS, and other fees of your mobile network operator (the “**Carrier**”), which are your sole responsibility;
- you consent to the collection and use of certain of your personally identifiable information in accordance with our Privacy Policy [www.mytrove.com/privacy];
- our liability to you is limited as set forth below; and

- if you are using the App on an iOS-based device, you agree to and acknowledge the “Notice Regarding Apple,” in Section 21 below.
1. **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: (i) you are at least 18 years old; (ii) you have not previously been suspended or removed from the Service; and (iii) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, then (1) all references to “you” includes that entity, and (2) the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and that you agree to be bound by these Terms.
 2. **Accounts and Registration.** To access some 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, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide 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 must immediately notify us at team@mytrove.com.
 3. **About Our Services.**
 - 3.1 Services Description. The Service may provide users with access to functionality that connects users with third party service providers, such as movers and storage companies (such third party service providers are “**Movers**”) and transmits information regarding storage needs to those Movers. The Service may permit a user to obtain an estimate or quote for moving and storage services, book storage options for the user’s personal items and property (“**Items**”), or request the return of specific Items or all of the user’s Items.
 - 3.2 Subcontractors. The Service is a platform that allows our users to connect with Movers, who may pack, transport, move, store and return their Items (the services described above are collectively referred to as “**Storage Services**”). By agreeing to these Terms, you acknowledge that WE DO NOT PROVIDE STORAGE SERVICES AND THAT YOUR STUFF WILL BE STORED AT A THIRD PARTY STORAGE FACILITY. WE DO NOT ACTUALLY MOVE OR STORE YOUR STUFF, AND OUR RESPONSIBILITY AND LIABILITY FOR YOUR STUFF OR ANY STORAGE SERVICES IS LIMITED AS SET FORTH IN SECTION 7.
 - 3.3 Articles of Extraordinary Value. Please note, users must declare any Items that is of extraordinary value (“**Articles of Extraordinary Value**”) when submitting a request for Storage Services. We reserve the right to refuse to facilitate Storage Services with regard to Articles of Extraordinary Value. Articles of Extraordinary Value includes Items which, because of uniqueness or rarity, has a

value substantially in excess of the cost of newly manufactured items of substantially the same type and quality apart from such uniqueness or rarity, such as: musical instruments of rare quality or historical significance; original manuscripts; first editions or autograph copies of books; antique furniture; heirlooms, paintings, sculptures, and other works of art; and hobby collections and exhibits.

- 3.4 Customer Acknowledgement. By agreeing to these Terms, you acknowledge and agree to the following:
- a. Movers may open the packaging surrounding your Items in order to photograph your Items for record-keeping purposes or inspect the Items for the following purposes: to confirm the condition of your Items, to ensure the safety of personnel and property in the vicinity of your Items, for internal maintenance or accounting purposes, if requested by applicable authorities, or for any other purposes pursuant to these Terms.
 - b. We are only obligated to facilitate Storage Services where Items is being picked up from and delivered to locations within the regions included in our Approved Region Documentation (“**Approved Regions**”). At our sole discretion, we may facilitate Storage Services for pick up or drop off at locations outside of Approved Regions at a price determined by us, but we are under no obligation to do so.
 - c. We are unable to facilitate Storage Services with regard to the items listed on our Prohibited Items Policy [www.mytrove.com/rules] (“**Prohibited Items**”).
 - d. The times and dates a user selects for Storage Services are approximate, and we are not liable for any delays that occur during the provision of Storage Services.
 - e. Movers are only responsible for providing Storage Service with regard to the amount of storage you book through the Service. If the amount of your Items exceeds the amount of storage you book via the Service (an “**Overage**”), the Mover may, in its sole discretion, opt to provide Storage Services for the extra Items. The pricing for any Overage will be displayed via the Service, or noted in an agreement signed by you on the day your Items is packed.
 - f. You are solely responsible for ensuring that you or your representative is present at the specified location at the appointed time to facilitate the packing, cataloging, pick up, and delivery of your Items and that Movers will have sufficient access to parking as well as your building to safely perform Storage Services. You will immediately notify us of damage to Items during any phase of Storage Services.

- g. In the event that we incur any expenses, costs, claims, damages or liabilities (“**Costs**”) as a result of your noncompliance with or violation of these Terms, you will reimburse us in full for such Costs and pay any applicable cancellation fees.

3.5 Customer Warranties. You represent and warrant that:

- a. You own your Items, without any liens, and you are authorized to store or otherwise authorize use of your Items in accordance with these Terms.
- b. You are solely responsible for timely payment of fees, and ensuring that the subscription does not lapse.
- c. You will not provide Movers with or book Storage Services for any items that are listed on our Prohibited Items Policy [mytrove.com/rules].

3.6 Cancellation and Refusal of Service. We may refuse to provide, postpone, terminate, or otherwise reschedule any aspect of the Service or Storage Services for any or no reason if we determine, in our sole discretion, (i) that conditions or the Items itself pose a danger to our personnel or third party service providers or may cause harm to other Items or property or facilities owned or used by us or (ii) that the pick up or drop off location for your Items is not in an Approved Region. Either party can also cancel or terminate Storage Services in accordance with our Cancellation Policy [mytrove.com/cancellation].

3.7 Limitation of Liability. Please note that our liability with regards to your Items is limited as set forth in Section 7.

4. **General Payment Terms**. 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. All fees are in U.S. Dollars and are non-refundable.

4.1 Price and Payment. You understand that use of the Service may result in you being charged for Storage Services that are received from Movers or other fees incurred in connection with the Service (“**Charges**”). Charges may include fees for Overages. Any prices that are displayed when you book or select Storage Services on the Service are estimates only, and you acknowledge that actual pricing may vary based on the materials, labor and space required to provide Storage Services. When the actual price of Storage Services varies from the quoted price for such Storage Services, we will use reasonable efforts to notify you of the updated Charges via the Service, and may require you to accept the Charges. You authorize us or our payment processor to charge all Charges to the payment method specified in your account. If you pay any fees with a credit card, we or our 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 Storage Services selection. Charges will be inclusive of all applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Trove.

You retain the right to request lower Charges from a Mover for the Storage Services at the time you receive such Storage Services. Trove will respond accordingly to any request from a Mover to modify the Charges for particular Storage Services.

- 4.2 **Recurring Charges.** The Service may permit you to sign up for Storage Services which require periodic or recurring payments (“**Recurring Charges**”). If you purchase such Storage Services through the Service, you authorize us or our payment processor to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account in accordance with our Cancellation Policy [mytrove.com/cancellation], all accrued Recurring Charges on or before the payment due date . Any Recurring Charges will continue unless and until you cancel the Storage Services and accept the return of your Items in accordance with our Cancellation Policy or we or our Movers terminate the provision of the Storage Services in accordance with our Cancellation Policy. You must cancel and accept the return of your Items prior to the end of the current billing period in order to avoid billing of the next periodic Recurring Charges to your account. We or our payment processor will bill the Recurring Charges\ to the payment method you provide to us during registration (or to a different payment method if you change your account information). For information on how to cancel Storage Services, please see our Cancellation Policy [mytrove.com/cancellation].
- 4.3 **Delinquent Accounts.** If accounts have amounts paid that are less than amounts due, we may remove access to your account, provided that we comply with Sections 3.6 and 3.7.
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. Additional Terms include, as applicable, Privacy Policy [www.mytrove.com/privacy], Cancellation Policy [mytrove.com/cancellation], Approved Region Documentation, Prohibited Items Policy [mytrove.com/rules], and any terms displayed during the registration process.. Additionally, if you purchase Storage Services, any additional agreements you sign with us relating to such Storage Services are hereby incorporated by reference into and made part of these Terms.

6. **Disclaimers; No Warranties.**

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE STORAGE SERVICE AND THIS SERVICE AND ALL OTHER MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE (“**DISCLAIMED SERVICES**”) ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS AND WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO DISCLAIMED SERVICES, INCLUDING: ANY IMPLIED WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DO NOT WARRANT THAT: (I) THE DISCLAIMED SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS OR THAT ANY OF THOSE ISSUES WILL BE CORRECTED; (II) THAT WHEN YOU BOOK A PICK UP OR DROP OFF TIME FOR YOUR STUFF, THE TIMES AND DATES SELECTED ARE EXACT; (III) THAT THE STORAGE FACILITIES ARE FIREPROOF OR THAT THE CONTENTS OF SUCH STORAGE FACILITIES, INCLUDING THE ITEMS, CANNOT BE DESTROYED BY FIRE, OR THAT THE STORAGE FACILITIES ARE SUITABLE FOR PARTICULAR ITEMS; (IV) THAT WE OR OUR MOVERS WILL MAINTAIN ONSITE SECURITY PERSONNEL; OR (V) CHANGES TO THE CONDITION OR FLAVOR OF PERISHABLE GOODS. ANY FAILURE TO MAINTAIN ONSITE SECURITY PERSONNEL SHALL NOT CONSTITUTE NEGLIGENCE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU IN CONNECTION WITH THE DISCLAIMED SERVICES OR FROM THE TROVE ENTITIES WILL CREATE ANY WARRANTY REGARDING ANY OF THE TROVE ENTITIES OR THE DISCLAIMED SERVICES THAT ARE NOT EXPRESSLY STATED IN THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE DISCLAIMED SERVICES AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR STUFF (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE(S) USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THE MATERIALS OR CONTENT.

NOTWITHSTANDING THE FOREGOING, WE DO NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT WE ARE PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

7. Limitation of Liability.

Our liability for loss or damage shall be subject to your compliance with applicable provisions of Item 92 of Maximum Rate Tariff 4 (Claims for Loss or Damage).

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TROVE 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 DISCLAIMED SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY TROVE ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 18.4(iii), AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS (COLLECTIVELY, “**TROVE PARTIES**”) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE LAST CAUSE OF ACTION AROSE OR \$100.00, WHICHEVER IS GREATER; PROVIDED THAT THE FOREGOING WILL NOT LIMIT THE TROVE PARTIES’ LIABILITY TO YOU FOR ANY LOSS OR DAMAGE TO YOUR STUFF THAT COMES INTO THE TROVE PARTIES’ POSSESSION AND FOR WHICH THE TROVE PARTIES ARE HELD LEGALLY LIABLE, WHICH, UNLESS OTHERWISE ELECTED BY YOU IN YOUR CUSTOMER AGREEMENT WITH US, WILL BE LIMITED TO THE LESSER OF (A) THE ACTUAL CASH VALUE OF SUCH STUFF, (B) \$20,000.00 OR (C) BASIC COVERAGE OF \$0.60 PER POUND PER ARTICLE OF YOUR ITEMS.

LIABILITY FOR LOSS OR DAMAGE TO HOUSEHOLD GOODS IS GOVERNED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION UNDER ITS GENERAL ORDER NO. 136. Notwithstanding the foregoing sentence, we will not be liable in connection with: (i) any Prohibited Items on the Prohibited Items Policy [mytrove.com/rules]; (ii) loss or damage to Articles of Extraordinary Value, except those that we pre-approved during the registration process; (iii) a Force Majeure Event; (iv) risks of contraband or illegal transportation or trade; (v) loss or damage occurring with regard to the mechanical functions of items included with your goods in storage such as, but not limited to musical instruments, radios, stereo sets, television sets, computers, refrigerators, air conditioners, or other instruments or appliances; (iv) loss or damage arising out of the breakage of china, glassware, or similar articles of a brittle or fragile nature unless such breakage results from either our negligence or from fire, lighting, theft, malicious damage, or by collision or overturning during Storage Services; or (vi) loss or damage caused by or resulting from insects, moths, vermin, ordinary wear and tear, gradual deterioration, defect or inherent vice of the Items, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or change therein.

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 7 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. **Licenses.**

- 8.1 **Limited License.** Subject to your complete and ongoing compliance with all the Terms, we grant you: (i) a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install one copy of the App(s) downloaded from a legitimate marketplace, and to use such App so installed or that may have been pre-installed on your mobile device, solely in object code format and solely for your personal, non-commercial use for lawful purposes, on mobile devices that you own or control, and (ii) permission to access and use the Service for your personal use.
- 8.2 **License Restrictions.** Except if, and solely to the extent that, such a restriction is impermissible under applicable law, you may not: (i) reproduce, distribute, publicly display, or publicly perform the App or any part of the Service; (ii) decompile, reverse engineer, or otherwise access or attempt to access the source code for the App or the Service, or make or attempt to make any modification to or derivative work of the App or the Service; or (iii) interfere with or circumvent any feature of the App or the Service, including without limitation any security or access control mechanism. You may not use the App or the Service for any purpose other than a purpose for which the App and the Service are expressly designed. The term App, as used herein, includes any update or modification to the App that we make available to you (unless provided with separate terms). If you are prohibited under applicable law from using the App or the Service, you may not use them.
- 8.3 **Carrier Services and Fees.** We do not provide you with the equipment to use the App. You are responsible for complying with any third party terms of service and paying all fees charged by third parties to access and use the App (e.g., charges by Carriers). Without limiting the foregoing, you are solely responsible for the payment of all applicable fees associated with any Carrier service plan you use in connection with your use of the Service (such as data, SMS, MMS, roaming, and other applicable fees charged by the Carrier). Accordingly, you should use care in selecting a service plan offered by your Carrier.
- 8.4 **Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“**Feedback**”), then you hereby grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

9. **Location Based Services.** Some of the features of the Service may enable us to access your location, including for purposes of tailoring your experience with the Service based on your location (“**Location-based Services**”), as further described in our privacy policy [mytrove.com/privacy]. In order to use certain Location-based Services, you must enable certain features of your mobile phone, which enable us to identify your location through a variety of means, including GPS location, IP address, cell tower location, geo-fencing technology, or detection by physical on-location Wi-Fi or Bluetooth sensors, as available. If you choose to disable any Location-based Services on your device, you will not be able to utilize certain features of the Service. By enabling Location-based Services, you agree and acknowledge that: (i) device data we collect from you is directly relevant to your use of the Service; (ii) we may provide Location-based Services related to and based on your previous and current locations; and (iii) we may use and disclose any such information collected in connection with provision of the Service.
10. **Ownership; Proprietary Rights.** 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 (“**Materials**”) provided by us are protected by intellectual property and other laws. All Materials included in the Service are the property of us or our third party licensors. Except as expressly authorized by us, you may not make use of the Materials. We reserve all rights to the Materials not granted expressly in these Terms.
11. **Third Party Terms.**
 - 11.1 Third Party Services and Linked Websites. We may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that may allow you to link your account on the Service with an account on a third party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that we may transfer that information to the applicable third party service. Third party services are not under our control, and we are not responsible for any third party service’s use of your exported information. The Service may also contain links to third party websites. Linked websites are not under our control, and we are not responsible for their content.
 - 11.2 Open Source 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 such components (“**Open Source 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 such Open Source Components under the applicable third party licenses or to limit your use of such Open Source Components thereunder.
12. **User Content.**

- 12.1 User Content Generally. Certain features of the Service may permit users to upload content to the Service, including messages, reviews, photos (including photos of the Items), data, text, and other types of works (“**User Content**”) and to publish User Content on the Service. You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Service.
- 12.2 Prohibited User Content. You agree not to submit User Content of a commercial nature (including advertising) unless we grant you permission in writing to do so, and such User Content strictly complies with these Terms. You agree not to submit User Content that: (i) poses a risk to a person's safety, security or health; (ii) identifies any other person(s) without obtaining such person(s)'s express written consent to the disclosure of their personal information, or pertains to minors and identifies minors or their personal information, including their full name, age, address or contact information; (iii) is unlawful, defamatory, libelous or invades the privacy of others, or otherwise violates the rights of a third party, including intellectual property rights; (iv) is harassing, offensive, threatening or vulgar; (v) is characterized by, or that encourages racism or discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class; (vi) encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit (for example, content that encourages trespassing); (vii) falsely expresses or implies that such content is sponsored or endorsed by us; or (viii) violates Section 13.
- 12.3 Limited License Grant. By submitting, posting or publishing User Content, you grant us a worldwide, non-exclusive, royalty-free, irrevocable, perpetual, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed.
- 12.4 User Content Representations and Warranties. We expressly disclaim any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of posting or publishing User Content. By submitting, posting, publishing or sharing User Content, you affirm, represent, and warrant that:
- a. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize us and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by us, the Service, and these Terms; and
 - b. your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) 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; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; and

- c. your User Content is accurate and up to date, is not fraudulent, misleading, unlawful, inappropriate, or obscene, and does not violate any law or regulation, constitute false advertising or any other unfair business practice or violate Sections 12.2 or 13.

12.5 User Content Disclaimer. We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. We 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 or is otherwise objectionable. You understand that when using the Service you may 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 us 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, we do not permit copyright-infringing activities on the Service.

12.6 Monitoring Content. We do not control and do not have any obligation to monitor: (i) submitted content; (ii) any content made available by third parties; or (iii) the use of the Service by its users. You acknowledge and agree that we reserve 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. If at any time, we choose, in our sole discretion, to monitor the content, we nonetheless assume no responsibility or liability for the content or any loss or damage of any kind incurred as a result of the use of such content. During monitoring, information may be examined, recorded, copied and used in accordance with our Privacy Policy.

12.7 Backups. You are solely responsible for maintaining backups of your User Content outside the Service, and we will have no liability whatsoever to you arising out of or in connection with any loss, compromise, or corruption of any data you may submit, receive, transmit, or store through the Service. Once you terminate your account, you may no longer have access to retrieve or obtain any of your User Content.

13. **Prohibited Conduct.** BY USING THE SERVICE YOU AGREE NOT TO:

- 13.1 use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- 13.2 post, upload, or distribute any User Content or other content that is unlawful, defamatory, libelous, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- 13.3 interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) 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;
- 13.4 interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) collecting personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- 13.5 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- 13.6 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 10) or any right or ability to view, access, or use any Materials;
- 13.7 use the Service for any immoral or unauthorized purpose; or
- 13.8 attempt to do any of the acts described in this Section 13 or assist, encourage or permit any person in engaging in any of the acts described in this Section 13.

14. **Digital Millennium Copyright Act.**

- 14.1 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 any complaints with respect to material posted on the Service, you may contact our Designated Agent at the following address:

Trove Technologies, Inc.
ATTN: Copyright Agent (Copyright Notification)
300 Brannan Street, Suite 608
San Francisco, CA 94107

Email: copyright@mytrove.com

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of the material that you claim is infringing and where it is located on the Service;
- d. your address, telephone number, and email address;
- e. 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 owner, its agent, or the law; and
- f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

14.2 **Repeat Infringers.** We will promptly terminate the accounts of users that we determine to be repeat infringers.

15. **Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you will be required to accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 15, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

16. **Term, Termination and Modification of the Service.**

16.1 **Term.** These Terms are effective beginning when you accept the Terms or download, install, access or use the Service, and ending when terminated as set forth in Section 16.2.

16.2 **Termination.** If you violate any provision of these Terms, your account and these Terms automatically terminate. In addition, we may, at our sole discretion, terminate these Terms, your account on the Service or suspend or terminate your

access to the Service or the Storage Services we facilitate at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by canceling your account in accordance with our Cancellation Policy [mytrove.com/cancellation]. Upon termination of these Terms for any reason you must contact us to arrange for delivery of your Items. If within 45 days following termination you fail to arrange for delivery of all of your Items, then we may treat such Items in accordance with Section 3.7.

16.3 **Effect of Termination.** Upon termination of these Terms: (i) your license rights will terminate and you must immediately cease all use of the Service; (ii) you will no longer have access to your account; (iii) you must remit to us any unpaid amounts due prior to termination; and (iv) upon termination of these Terms, all payment obligations accrued prior to termination, and Additional Terms that by their terms should survive, and Sections 3.4, 3.7, 6, 7, 8.4, 10, 12, 16.2, 16.3, 17, 18 and 19 will survive.

16.4 **Modification of the Service.** Subject to Section 3.7, we reserve the right to modify or discontinue the Service or the Storage Services facilitated thereby at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to our Site or App.

17. **Indemnity.** You are responsible for your use of the Service, and, to the fullest extent permitted by law, you will defend and indemnify us and our officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “**Trove Entities**”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs (“**Claims**”) brought by a third party arising out of or connected with: (i) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (ii) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (iii) 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.

18. **Dispute Resolution and Arbitration.**

18.1 **Generally.** In the interest of resolving disputes between you and us in the most expedient and cost effective manner, you and Trove agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or

any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND TROVE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, AND THAT THIS AGREEMENT WILL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

- 18.2 Exceptions. Despite the provisions of Section 18.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (vi) to file suit in a court of law to address an intellectual property infringement claim.
- 18.3 Arbitrator. Any arbitration between you and us will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- 18.4 Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or electronic mail (“**Notice**”). Our address for Notice is: Trove Technologies, Inc., 2760 Lyon Street, San Francisco, CA 94123 or legal@mytrove.com. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Trove may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, we will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by us in settlement of the dispute prior to the arbitrator’s award; or (iii) \$15,000.
- 18.5 Fees. If you commence arbitration in accordance with these Terms, we will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in San Francisco, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the

basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse us for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- 18.6 No Class Actions. YOU AND TROVE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Trove 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.
- 18.7 Modifications to this Arbitration Provision. If we makes any future change to this arbitration provision, other than a change to our address for Notice, you may reject the change by sending us written notice within 30 days of the change to our address for Notice, in which case your account with us will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.
- 18.8 Enforceability. If Section 18.6 is found to be unenforceable or if the entirety of this Section 18 is found to be unenforceable, then the entirety of this Section 18 will be null and void.
19. **Force Majeure.** Except for obligations to pay fees due, neither party will be liable to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties (a "**Force Majeure Event**"). Such a Force Majeure Event will include, without limitation: (i) hostile or war-like action in time of peace or war, including (v) action in hindering, combating, or defending against an actual impending or expected attack by any government or sovereign power or by any authority maintaining or using military, naval, or air forces, or an agent of such government power, authority, or forces, (w) any weapon of war employing atomic fission or radioactive force whether in time of peace or

war, (x) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, (y) seizure, destruction, or confiscation under quarantine, customs regulations, or (z) order of any government or public authority; (ii) strike, lockout, or labor disturbance; (iii) riot, civil commotion, or any person or persons taking part in any such occurrence or disorder; (iv) acts of God; (v) acts of public enemy; (vi) weather; (vii) flood; (viii) earthquake; or (ix) traffic.

20. **General Terms.**

- 20.1 Miscellaneous. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, including Additional Terms, are the entire and exclusive understanding and agreement between you and us regarding your use of the Service and the Storage Services. In the event of conflict between the terms of these Terms of Service and any other written agreement between you and Trove, these Terms of Service shall control unless the other agreement expressly states otherwise. 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 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, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- 20.2 Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Trove submit to the personal and exclusive jurisdiction of the state courts and federal courts located within 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.
- 20.3 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.

- 20.4 **Contact Information.** The Service is offered by Trove Technologies, Inc., located at 2760 Lyon Street, San Francisco, CA 94123. You may contact us by sending correspondence to that address or by emailing us at team@mytrove.com. You can access a copy of these Terms by clicking here: [\[mytrove.com/terms\]](https://mytrove.com/terms)
- 20.5 **Notice to California Residents.** If you are a California resident, 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 (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
21. **Notice Regarding Apple.** This Section 21 only applies to the extent you are using our App on an iOS device. You acknowledge that these Terms are between you and us only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever 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: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) 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 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 (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.