

# FRONT PORCH TERMS OF SERVICE

*These Terms of Service were last revised on November 14, 2022.*

These Terms of Service are entered into by and between you and Front Porch. The following terms and conditions (“**Terms of Service**”) govern your access to and use of our websites that link to these Terms of Service (including without limitation any home page and all other pages under the same top level domain names, as well as any mobile version of those websites) (collectively, the “**Websites**”) and any content, functionality, and services (including any Front Porch programs such as the Community Services and related Abiento platform) offered on or through the Websites (collectively the “**Services**”), whether as a guest or registered user.

Please read these Terms of Service carefully before you start to use the Services. By using the Services or clicking to accept or agree to the Terms of Service when this option is made available to you, you agree to be legally bound by these Terms of Service and accept the terms of our Privacy Policy, which together constitute our agreement with you (the “**Agreement**”). If you do not want to agree to these Terms of Service or the Privacy Policy, you are not permitted to access or use the Services.

As used in the Agreement, the terms “**Front Porch**”, “**we**”, “**our**” and “**us**” refer to Front Porch Communities and Services and its affiliates, and “**you**” means the individual using the Services.

THESE TERMS OF SERVICE CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS VARIOUS CONDITIONS, LIMITATIONS, AND EXCLUSIONS, INCLUDING LIMITATIONS OF LIABILITY IN SECTION 11 AND AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 14.

BY AGREEING TO THESE TERMS OF SERVICE, YOU AGREE TO RESOLVE ALL DISPUTES THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS.

## 1. Changes to the Agreement

We reserve the right to update, add, remove, or otherwise change any portion of the Agreement from time to time in our sole discretion by posting notice of such changes on the Websites or otherwise by providing you with adequate notice, such as by emailing you at the email address you provided to us. You can review the most current version of these Terms of Service at any time on this page. It is your responsibility to check this page periodically for changes. All changes are effective immediately when we post notice of them, and apply to all access to and use of the Services after that time. Your continued use of the Services following the posting of the notice of the revised Terms of Service means that you accept and agree to the changes. If the changes are not acceptable to you, your only recourse is to cease using the Services.

## 2. **Privacy.**

All information we collect on or through the Services is governed by these Terms of Service and our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

## 3. **Intended Use of Our Services**

- a) Services Generally. The Websites are intended for informational purposes only. We are not offering medical, legal, tax, accounting, or other professional advice or recommendations through the Services, and you should not rely on the information available through the Services as a substitute for professional advice. In the event you participate in the Community Services described in additional detail below, your participation will be governed by the Community Services terms set forth in Section 4.
- b) No Use of the Services for Under-Aged Persons. You must be the age of majority in your jurisdiction (18 years in most U.S. states) or older to use the Services. By using the Services, you represent that you are at least the age of majority in your jurisdiction.
- c) Compliance with Laws. You understand that the Services may be subject to United States export controls administered by the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of Treasury Office of Foreign Assets Control, or the U.S. Department of State, and you will comply with all such controls. You may not use the Services if you are located in, or a national or resident of, any country or other jurisdiction that is subject to any embargoes or applicable targeted sanctions under any applicable laws, including without limitation any countries that have been designated by any U.S. government agency as a “terrorist-supporting” country. Likewise, you may not use the Services if you are an employee, agent, or director of, or are acting on behalf of, any individual or entity on any U.S. government list of prohibited or restricted parties (including without limitation the Specially Designated Nationals List or Entity List).

d) Use Restrictions. You agree not to:

- a. sell, resell, sublicense, transfer, or distribute the Services;
- b. provide or obtain unauthorized access to the Services;
- c. use any robot, spider, or other automatic device, process, or other means to crawl, scrape, or otherwise access the Services, or use any means to reproduce or alter the navigational structure or presentation of the Services, for any purpose, including monitoring or copying any of the material on the Services, without our prior written consent;
- d. interfere with or circumvent the security features of the Services or any related website;
- e. introduce into the Services or use the Services to store or transmit any viruses, Trojan horses, worms, logic bombs, spyware, or other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, hardware, software, or equipment;
- f. modify, translate, or create derivative works based on any portion of the Services;
- g. frame or mirror any part of the Services;
- h. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services;
- i. access any Services in order to build a competitive product or service or to conduct benchmarking tests or other analysis comparing the Services with a non-Front Porch product or service; or
- j. otherwise interfere or attempt to interfere with the security, integrity, or performance of the Services in any way.

Furthermore, you agree not to share, transmit, broadcast, or otherwise distribute via the Services, including Community Services, any content (whether it is audio, visual or otherwise) that is:

- i. commercial in nature (including sales, competitions, promotions, and advertising) without our prior written approval;
- ii. obscene, pornographic, violent or otherwise offensive;
- iii. abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry; or
- iv. aimed at harassing, upsetting, embarrassing, alarming or annoying any other person.

4. **Community Services Terms.** Front Porch may offer certain Services using its Abiento web application that includes an in-browser video conferencing platform and a self-service portal. Such services may include, but are not limited to, Ruth’s Table, Well Connected and Well Connected Español (“**Community Services**”).

- a) Creating an Account. To access Community Services, you must create an account in Abiento. In creating an account, you will be required to provide certain registration details or other information to us. It is a condition of your use of Abiento that all the

information you provide in registering is correct, current, and complete. You agree to maintain and update such information as needed.

- i. Individual users: Every individual user must have their own account to use Abiento, including two (2) individual users in the same household who wish to participate in the same group, course or meeting at the same time.
  - ii. Organization users: Every organization user must have its own account to use Abiento. Organization users may use their account to enable group access to Community Services by inviting individuals to come together in the same physical space to join a Community Service program via a single login. Organization users are prohibited from distributing their account information, such as username and password, to other organizations or to any individuals not covered by the subscription.
- b) Account Security. You agree to create, access, and/or use only one (1) user account, unless expressly permitted by Front Porch. You will treat your account information, such as username and password, as confidential, and you must not disclose it to any other person. You acknowledge that your account is personal to you and agree not to provide any other person with access to Community Services, unless you are an organization user, in which case only authorized persons may access your account. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared phone or computer so that others are not able to view or record your password or other personal information.
- c) Access to Community Services. Community Services are free to individual users and may be made available to organization users on a subscription basis. From time to time, we may restrict access to all or any part of Community Services to particular categories of users. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service. Furthermore, Front Porch reserves the right to change, modify, or cancel any group, meeting or course, including the time, date, and facilitator, up to the posted start date and time.
- d) Community Guidelines. Community Services are designed to facilitate interaction among users. You agree to participate in the community in a respectful manner. Specifically, you agree to use Community Services in accordance with any applicable guidelines communicated by Front Porch, including, in the case of the Well Connected programs, the Program Guide available on the Websites. In addition, you agree not to use Community Services, and not to permit any use of your account if you are an organization user:
- i. in any way that violates any applicable federal, state, local, or international statute, regulation, rule, order, treaty, or other law (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries);

- ii. for the purpose of exploiting, harming, or attempting to exploit or harm anyone, including by threatening to expose their personally identifiable information, or otherwise;
  - iii. in order to spam, phish, pharm, pretext, or engage in similar acts, including without limitation to impersonate or attempt to impersonate Front Porch, any Front Porch employee, another user, or any other person or entity (such as, without limitation, by using account names associated with any such parties);
  - iv. in any manner that could disable, overburden, damage, or impair Front Porch's or its service partners' servers or networks, or interfere with any other party's use of Community Services, including without limitation via denial-of-service or similar attacks;
  - v. to collect, store, or process the protected health information of others (including health information subject to the Health Insurance Portability and Accountability Act of 1996, or HIPAA, or its implementing regulations);
  - vi. to infringe upon or violate our Intellectual Property Rights (as defined below) or those of others or to store or transmit infringing, libelous, or otherwise unlawful or tortious material or material in violation of third-party privacy rights;
  - vii. to send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Service;
  - viii. with third-party hardware, software, or applications that are not owned or licensed by you; or
  - ix. to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Community Services, or which, as determined by us, may harm Front Porch or other users, or expose them to liability.
- e) Recordings. Front Porch may choose to record Community Service sessions. By using Community Services, you are giving Front Porch consent to make, edit, store, perform, display, transmit, and otherwise use recordings for any or all Community Services sessions that you join. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you must leave the session.
- f) Organization Subscriptions. We may charge a subscription fee to organizations who wish to access Community Services. We will bill such organization users in advance for the subscription. Front Porch reserves the right to change the terms of your subscription, including price, from time to time, effective as of the beginning of your next Billing Period following the date of the change. We will give you advance notice of these changes, but we will not be able to notify you of changes in any applicable taxes. The following terms apply to any and all subscriptions.
- i. We will invoice you for a periodic subscription fee on a recurring basis corresponding to the term of your subscription, and any applicable taxes. You are solely responsible for any and all fees invoiced to you hereunder. Amounts invoiced to you are due within 30 days of receipt.
  - ii. Amounts invoiced hereunder can be paid via check delivered to Front Porch Communities and Services, 2185 N. California Blvd., Suite 215, Walnut Creek, CA 94116, or other method of payment (e.g. credit card) as we may agree to

accept (at our sole discretion) from time to time (each such method of payment, a “**Payment Method**”). If you have any questions about Payment Methods, you may contact us by emailing [connections@frontporch.net](mailto:connections@frontporch.net) or by calling (877) 797-7299.

- iii. In the event of a failed attempt to satisfy fees due hereunder via your Payment Method (e.g. if your credit card has expired, or we experience issues cashing your check), we reserve the right to retry billing your Payment Method. We may suspend or cancel your access to the Services if we remain unable to successfully satisfy fees due hereunder via a valid Payment Method. You also remain responsible for any amounts you fail to pay in connection with your subscription, including collection costs, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.
  - iv. We will invoice you on the day you start your subscription, and on each recurring invoicing date thereafter. Your “**Billing Period**” is the interval of time between each recurring invoicing date and corresponds to the term of your subscription. You acknowledge that the timing of when you are invoiced and the amount invoiced each Billing Period may vary, including if your subscription began on a day not contained in a given month (e.g. if you have a monthly subscription and became a paying subscriber on January 31, your Payment Method would next be billed on February 28), or if there are changes in your subscription.
  - v. You can cancel your subscription by emailing [connections@frontporch.net](mailto:connections@frontporch.net) or by calling (877) 797-7299. Cancellation is not effective until you receive confirmation from Front Porch of such cancellation. Cancellation of your subscription must be confirmed prior to 11:59 p.m. Pacific time on the day before your next recurring invoicing date in order to avoid being charged. Unless otherwise communicated, if you cancel your subscription, you will continue to have access to the Service through the end of your current Billing Period. If you cancel, modify your subscription, or if your account is otherwise terminated under these Terms of Service, you will not receive a credit, including for partially used periods of Service.
- g) Third-Party Services. Certain features of Community Services may require your use of third-party services, such as internet or data connectivity, APIs, browsers, or devices. To the extent you use Community Services, you agree to be bound by any additional terms and conditions applicable to such third-party services. To the extent you access the Community Services through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. To the extent you access the Community Services through an internet browser, your ability to access such Community Services may be affected by your internet browser, the speed and bandwidth of your internet service, and the devices used, among other factors. PLEASE NOTE THAT YOUR RELATIONSHIP WITH ANY THIRD-PARTY SERVICE PROVIDERS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

## 5. Intellectual Property Rights; Limited License.

- a) Our Intellectual Property Rights. The Services and their entire contents, features, and functionality (including but not limited to all information, images, video, and audio, and the design, selection, and arrangement of them) are subject to protection by Intellectual Property Rights. You acknowledge that Front Porch and its licensors (excluding you) own all right, title, and interest in and to the Services, including without limitation all related Intellectual Property Rights. “**Intellectual Property Rights**” means any and all patent, copyright, trademark, trade secret, and database rights, and any and all other intellectual property or proprietary rights of any kind, and any and all applications, renewals, extensions, and restorations relating to those rights, now and later existing worldwide.
- b) Trademark Rights. All trademarks, trade names, service marks, slogans, designs, logos, and trade dress appearing on or in connection with the Services are the property of their respective owners, including, in some instances, us and/or our licensors. Specifically, the “Front Porch” name and the term “Well Connected” are trademarks and service marks of Front Porch or its affiliates or licensors in the U.S. and other countries. No license to, or right in, any such trademarks, trade names, service marks, slogans, designs, logos, trade dress, or other Intellectual Property Rights of Front Porch and/or other parties is granted to, or conferred upon, you. You must not use any such Intellectual Property Rights without the prior written permission of Front Porch, except to the extent any such restriction is not permitted by applicable law.
- c) IP Enforcement. Front Porch reserves the right to enforce its Intellectual Property Rights to the fullest extent permitted by law, including seeking monetary damages, civil penalties, and criminal prosecution.
- d) Limited License. Subject to your compliance with the Agreement, we hereby grant to you a royalty-free, revocable, non-assignable, non-sublicensable, non-transferrable, and non-exclusive limited license to use the Services solely for your personal, non-commercial use and solely in accordance with these Terms of Service. Other than as expressly granted in the Agreement, no right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Front Porch.

## 6. Your Content.

Front Porch may include features on the Services that allow you to share your comments, communications, or content (“**User Content**”) with us and with other users of the Services. You agree you will not send, upload or transmit any User Content of any type that violates any right of any third party or violates these Terms of Service. You further agree that such User Content will not be considered or treated as confidential and may be seen, read, used or re-transmitted by Front Porch or other users of the Services. You represent and warrant that you are the owner of any User Content that you submit or cause to be submitted or have all rights and

licenses necessary regarding such User Content. You hereby grant Front Porch a royalty-free, perpetual, irrevocable, unrestricted, worldwide, transferable, sublicensable, non-exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, adapt, transform, distribute, transmit, broadcast, publicly perform, and publicly display such User Content in any media or medium, or any form, format or forum, now known or hereafter developed. You agree that this license applies to any recordings made of the Community Services sessions, whether before or after the date of these Terms. You irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials for such User Content. Front Porch assumes no responsibility or liability for any User Content posted by you or any third party.

Any feedback, suggestions, testimonials, reviews, questions, comments, ideas, notes, concepts, and other similar information relating to us or the Services that you provide to us in any form or media, including photos or videos (collectively, “**Feedback**”) will be considered non-confidential and non-proprietary to you. For the avoidance of any doubt, you hereby grant us all necessary rights to use such Feedback for any purpose. However, we are not obligated to (a) use your Feedback in any way; (b) maintain any Feedback in confidence; (c) pay compensation for any Feedback; or (d) respond to any Feedback.

The terms “Feedback” and “User Content” do not include any personally identifiable information, such as your name, e-mail address, physical address, and phone number(s) that you may provide to us. Front Porch may remove any Feedback or other content on our Services at any time in our sole discretion and without notice to you.

## 7. **Copyright Infringement.**

We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act of 1998 (“**DMCA**”). If you believe in good faith that any material used or displayed on or through the Services infringes your copyright, you may send us a notice to our Copyright Agent (as identified below) requesting that the material be removed or access to it blocked. For the notice to be effective, it must be in writing and include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- identification of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;



- identification of the material that is claimed to be infringing or to be the subject of infringing activity, and a description of where the material that you claim is infringing is located;
- your name, address, telephone number, and, if available, email address;
- a statement by you that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Notices, and (if applicable) counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details. Our agent for notice of claims of copyright or other intellectual property infringement can be reached via email at [legalnotices@frontporch.net](mailto:legalnotices@frontporch.net) or via regular mail at the following address: Front Porch Communities and Services, 800 N. Brand Blvd., 19<sup>th</sup> Floor, Glendale, CA 91203, Attention: Chief Legal Officer.

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents material or activity that was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we reserve the right to terminate users who are repeat infringers in appropriate circumstances.

## **8. Termination.**

- a) Termination. We may terminate your access to the Services, including your account with Abiento, at any time, with or without cause. You may terminate your account with Abiento at any time by contacting [connections@frontporch.net](mailto:connections@frontporch.net) or by calling (877) 797-7299.
- b) Effect of Termination. Once your access is terminated, your rights under the Agreement will terminate immediately and you must immediately cease all use of the Services, including Community Services. Further, you will no longer be authorized to access the Services, Community Services or the materials associated with your Abiento account, and we may permanently delete your account and all the materials associated with it.

## **9. Changes to the Services; Service Availability; Payment.**

- a) Changes to the Services. We reserve the right to suspend, discontinue, update, or otherwise change all or any portion of the Services for you or any or all other users, at any time, with or without notice, and for any reason. We will not be liable to you for the effect that any such changes or other actions may have on you.
- b) Service Availability. Due to maintenance, security, or capacity issues, or other circumstances beyond our control, the Services may be temporarily suspended or affected. We will use our commercially reasonable efforts to correct any errors and minimize any disruption, inaccessibility, and/or inoperability of the Services, whether scheduled or not. Where feasible, we will endeavor to provide advance notice to you in the event of any scheduled downtime.
- c) Payment. You may be offered use of the Services free of charge. We reserve the right to charge fees for the Services at any time. We will notify you of any fees or changes relating to costs of using the Services by posting notice of such changes on the Websites.

## **10. Disclaimer of Warranties**

YOU UNDERSTAND THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, ARISING THROUGH COURSE OF PERFORMANCE, OR OTHERWISE. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL IMPLIED OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, QUIET ENJOYMENT, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. WE DO NOT WARRANT THAT: (A) THE SERVICES WILL BE RELIABLE OR ERROR-FREE; (B) THAT DEFECTS OR ERRORS WILL BE CORRECTED; (C) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR SECURE; (D) THAT OUR SERVICES, THE EQUIPMENT THAT MAKES THE SERVICES AVAILABLE, OR THE MATERIALS DOWNLOADED FROM THE SERVICES ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE DISCLAIM ALL EQUITABLE INDEMNITIES.

WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR EQUIPMENT, SOFTWARE, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES, OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SERVICES, OR TO ANY OTHER WEBSITE OR MATERIAL LINKED TO OR ACCESSIBLE FROM THE SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **11. Limitation on Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FRONT PORCH OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, OR OTHER RELATED COMPANIES, OR OUR OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, SUPPLIERS, EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS, OFFICERS, OR DIRECTORS (COLLECTIVELY, THE “**FRONT PORCH PARTIES**”) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR DAMAGES RESULTING FROM EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER BASED IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR YOUR REMEDY OTHERWISE FAILS IN ITS ESSENTIAL PURPOSE. IF, FOR ANY REASON, FRONT PORCH SHALL BE FOUND TO BE LIABLE NOTWITHSTANDING THE FOREGOING, FRONT PORCH’S AGGREGATE LIABILITY TO YOU OR ANY OTHER PARTY OR PARTIES CLAIMING WITH, UNDER, OR THROUGH YOU, SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00). ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE THE CLAIM OR CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER EXCLUSIONS, LIMITATIONS, OR DISCLAIMER OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

#### **12. Indemnification**

Except to the extent prohibited by law, you agree to defend, indemnify, and hold harmless the Front Porch Parties from and against any claims, demands, actions, suits, liabilities, damages, losses, costs, penalties, fines, and settlements (including reasonable attorneys’

and experts' fees) arising out of or relating to: (a) your violation of the Agreement; (b) your use of, or activities in connection with, the Services; or (c) your violation of any law or the rights of a third party. You may not settle or otherwise compromise any claim, demand, action, or suit covered by this indemnification obligation without Front Porch's prior written consent, not to be unreasonably withheld.

### **13. Governing Law and Jurisdiction**

All matters relating to the Services or the Agreement, and any dispute or claim between the parties arising out of or related to the Services or the Agreement (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California and applicable federal law, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

### **14. Dispute Resolution**

PLEASE READ THIS SECTION CAREFULLY. YOU AND FRONT PORCH ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

- a) You hereby agree that, except as provided in Section 14(g) below, any claim, dispute, or controversy between you and Front Porch, whether brought by you or by Front Porch, arising out of or relating in any way to the Agreement or your purchase or use of the Services must be resolved through final, binding, and confidential arbitration, except that either you or we may assert claims in small claims court if those claims qualify under applicable law. In addition, either you or we have the option to bring claims in court to enjoin infringement or other violation of intellectual property rights without seeking damages. This arbitration obligation applies regardless of whether the claim or dispute involves a warranty, tort, fraud, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory.
- b) Before commencing any arbitration proceedings under this Agreement, a party must first send to the other a written notice of dispute ("**Notice**"). Your Notice to Front Porch must be sent to the address stated in Section 16 below. If a party's claim is not resolved within sixty (60) days of delivery of the applicable Notice, you or we may commence arbitration proceedings in accordance with this Agreement. The arbitration of any claim or dispute hereunder (including whether a valid arbitration agreement exists and whether it covers the dispute) will be administered by JAMS in accordance with the then-current

Streamlined Arbitration Rules and Procedures (available at <https://www.jamsadr.com/rules-streamlined-arbitration/>) and, if you are an individual, in accordance with JAMS' Consumer Arbitration Minimum Standards (available at <https://www.jamsadr.com/consumer-minimum-standards/>) (as applicable, the "JAMS Rules"). If the JAMS Rules conflict with any portion of this Agreement, this Agreement shall control. The parties will mutually agree on an arbitrator, provided that if the parties cannot agree on an arbitrator within ten (10) days, JAMS will choose the arbitrator. The arbitration of any claims or disputes hereunder shall be conducted in Los Angeles, California, except that if you are an individual the arbitration may be conducted in the county or parish of your primary residence. You or we also may choose to have the arbitration conducted by telephone, based on written submissions, or in person at another mutually agreed location. Payment of all filing, administration, and arbitrator fees will be governed by the JAMS Rules. In rendering an award, the arbitrator shall apply the governing law stated in Section 13, except that the Federal Arbitration Act will govern the interpretation and enforcement of this Section.

- c) Unless you opt-out of arbitration as set forth below, and except with respect to the class arbitration waiver as set forth in Section 14(d) below, the arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to interpretation, applicability, unconscionability, formation, arbitrability, and/or enforceability of this arbitration provision, including any challenge that the arbitration provision or the Agreement is void, voidable, or otherwise invalid. There is no judge or jury in arbitration, the arbitration will be subject to different rules than the rules that would apply in court, and court review of arbitration awards is very limited. However, the arbitrator will be empowered to grant whatever relief would be available in court under law or in equity (including injunctive and declaratory relief and statutory damages) and must follow the Agreement, as a court would. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.
- d) You agree that an arbitration will be conducted on an individual, and not a class-wide, basis. An arbitrator will have no authority to certify a class or award class-wide relief. The arbitrator is authorized only to award relief on behalf of the individual parties and only to their extent of their individual claims. **YOU ACKNOWLEDGE AND AGREE THAT UNLESS OTHERWISE AGREED IN WRITING BY YOU AND FRONT PORCH, WITH REGARD TO ANY CLAIMS HEREUNDER, YOU WILL NOT BE ENTITLED TO SEEK TO, AND AN ARBITRATOR OR COURT MAY NOT, JOIN OR CONSOLIDATE YOUR CLAIMS WITH ANY OTHER SIMILAR CLAIMS OF ANY OTHER PERSON OR PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** Your waiver of your rights to bring or participate in court proceedings and as a representative or member of a class applies specifically, but is not limited to, claims brought under California's Unfair Competition Law, False Advertising Act and its Consumer Legal Remedies Act, Ohio's Unfair and Deceptive Trade Practices Act and any other state consumer protection laws.

- e) The arbitrator shall be empowered to award the prevailing party any remedy available at law or in equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, specific performance, and damages. The arbitrator's award will consist of a written statement stating the disposition of each claim. The award also will provide a concise written statement of the essential findings and conclusions on which the award is based. Each party shall pay its own fees and costs of its own attorneys, experts and witnesses incurred in connection with any arbitration or court proceeding between the parties, notwithstanding any provision awarding attorneys' fees to a prevailing party that may be a part of any statute under which you or we may bring a claim. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction.
- f) YOU AND WE SPECIFICALLY ACKNOWLEDGE AND AGREE THAT EACH OF US EXPRESSLY WAIVES THE RIGHT TO BRING A LAWSUIT IN COURT BASED ON ANY CLAIMS OR DISPUTES DESCRIBED IN SECTIONS 14(A) AND (B) ABOVE, AND THAT YOU AND WE EXPRESSLY WAIVE THE RIGHT TO HAVE SUCH CLAIMS OR DISPUTES RESOLVED BY A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION. AS SUCH, YOU AND WE HEREBY AGREE TO RESOLVE ANY AND ALL SUCH CLAIMS DESCRIBED ABOVE VIA INDIVIDUAL BINDING ARBITRATION PER THE TERMS AND CONDITIONS SET FORTH IN THIS SECTION 14(A)-(f).
- g) You can opt out of this arbitration provision within sixty (60) days of the date that you first agreed to these Terms of Service or to any subsequent revisions to this Section 14. If you opt out of a subsequent revision, you will remain bound by the prior version of this Section unless you previously opted out of that version. To opt out, you must send your name, address, username, the email address, or phone number associated with your account, and a clear statement that you want to opt out of this arbitration agreement to [legalnotices@frontporch.net](mailto:legalnotices@frontporch.net). You may opt out of the Agreement in its entirety by not using the Services.
- h) If for any reason, a claim proceeds in court rather than arbitration under this Section 14, the claim shall be resolved exclusively (except as provided in Section 14(g) below) in the appropriate state and federal courts located in Los Angeles County, California. Both parties hereby irrevocably consent to the venue and jurisdiction of such courts, and waive all defenses, including without limitation for lack of personal jurisdiction and forum non conveniens, with respect to such courts for the adjudication of such claims. You and we expressly waive the right to a jury trial in connection with any such lawsuit and agree that no such lawsuit can be brought as a class action or other representative action.
- i) Notwithstanding anything else in this Section 14 to the contrary, the following claims may be brought in any court of competent jurisdiction: claims in court to seek temporary or preliminary injunctive relief in aid of arbitration and without seeking damages.

## **15. Miscellaneous**

- a) Electronic Communications Notice. Sending us emails and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email or the Websites, satisfy any legal requirement that such communication be in writing. In order to retain copies of any electronic communications, you must have a printer or data storage device. If you have a printer, you may print paper copies of any such communications for your own use. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE WEBSITES. You hereby waive any rights or requirements under any statutes, regulations, rules, orders, treaties, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.
- b) Relationship of the Parties. The Agreement does not create a partnership, joint venture, employment, agency, or fiduciary relationship between you and Front Porch or any of Front Porch's parents, subsidiaries, affiliates, or other related companies. Front Porch and you are independent contractors and neither party will have the power to bind the other or to incur obligations on the other's behalf without the other party's prior written consent.
- c) No Third-Party Beneficiaries. The Agreement is intended for the sole benefit of the parties to the Agreement and their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.
- d) Assignment. You may not assign or transfer your rights or obligations under the Agreement without our prior written consent. Any purported assignment shall be null and void. We may assign the Agreement or transfer any rights or obligations hereunder at our sole discretion and without restriction.
- e) Waiver and Severability. No waiver by Front Porch of any term or condition set out in the Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Front Porch to assert a right or provision under the Agreement shall not constitute a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized Front Porch representative. If any provision of the Agreement is held by a court or other tribunal of competent jurisdiction or an arbitrator to be invalid, illegal, or unenforceable for any reason, such provision shall be deemed revised so as to effectuate the intent of the parties to the maximum extent possible and the remaining provisions of the Agreement will continue in full force and effect.
- f) Interpretation. The headings used in the Agreement are included for convenience only and will not limit or otherwise affect the Agreement. Any ambiguities in the interpretation of the Agreement shall not be construed against the drafting party.

- g) Entire Agreement. The Agreement, including these Terms of Service, our Privacy Policy, and any other terms or policies of Front Porch that are linked to or referenced in them or that reference any of them, constitutes the sole and entire agreement between you and Front Porch regarding the Services and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services. To the extent there is any conflict among the documents that make up the Agreement, the Privacy Policy will control, followed by these Terms of Service, followed by any linked or referenced terms or policies. The parties' rights and obligations under Sections 3(d) (Use Restrictions), 4(d) (Community Guidelines), 5 (Intellectual Property Rights), 6 (Your Content), 7 (Copyright Infringement), 8(b) (Effect of Termination), and 10 (Disclaimer of Warranties) through 16 (Your Comments and Concerns; Legal Notices) shall survive the expiration or termination of this Agreement for any reason.
- h) Amendment. Front Porch may amend these Terms of Service as provided in Section 1. You cannot amend these Terms of Service or any other aspect of the Agreement except through a mutual, written agreement signed by you and an authorized representative of Front Porch that expressly states that it is amending the Agreement. Front Porch will not be bound by any different or additional terms or conditions contained in any other documents, whether or not such documents are acknowledged or accepted by Front Porch.

## **16. Your Comments and Concerns; Legal Notices**

All legal notices to us must be in writing and must reference these Terms of Service. We may notify you using the information you provided, including by email. Service will be deemed given on the date of receipt if delivered by email or on the date of delivery via courier providing confirmation of delivery. The address for Front Porch for notice purposes under the Agreement is: Front Porch Communities and Services, 800 N. Brand Blvd. 19<sup>th</sup> Floor, San Francisco, CA 94102, Attention: Chief Legal Officer, although you may also send a copy of any notice sent to that address to [legalnotices@frontporch.net](mailto:legalnotices@frontporch.net).

All other feedback, comments, requests for technical support, and other communications from you relating to the Services or the Agreement should be directed to: [hello@frontporch.net](mailto:hello@frontporch.net).