

Redwood Terms of Use

TERMS OF USE

Effective Date: February 1, 2022.

Introduction

These Terms of Use (“Terms”) govern your use of our websites, microsites, mobile versions of these websites, and mobile applications of Redwood (the “Service(s)”) that expressly adopt and display or link to these Terms, as may be revised from time to time, and that are owned, operated or controlled by **Redwood Living, Inc.** and its affiliates (collectively “**Redwood**,” “**we**,” or “**us**,” or “**our**”) (the “**Service**”). By accessing and using the Service in any manner, you agree to the then posted Terms and any applicable Additional Terms (defined below), to be bound by them, and that you have read and understood them. You also acknowledge, agree, and consent to our data practices as described in our [Privacy Policy](#). Please read them carefully. Please note that certain features or services discussed in these Terms may not be offered on the Service at any particular time. These Terms affect your legal rights, responsibilities, and obligations and govern your use of the Service, are legally binding, limit our liability to you, require you to indemnify us and to settle certain disputes through individual arbitration, and require you to waive the right to trial and/or class action relief, as applicable.

If you do not wish to be bound by these Terms and any Additional Terms, do not use the Service and uninstall Service downloads and applications.

Additional Terms

In some instances, additional or different terms, posted on the Service, apply to your use of certain parts of the Service (individually and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

Updates to these Terms and Additional Terms

We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Service as more fully explained [here](#).

Quick Links

We have summarized some (but not all) of the main topics of these Terms below. The complete provisions, and not the headings or summaries govern.

- **Grants and Limitations of Rights**

- We only grant you a limited revocable license to use the Service subject to rules and limitations. [More.](#)
- You grant us a broad license to the content you submit and to your profile. You retain ownership of and responsibility for your content. We have the right to manage our Service to keep its content appropriate. [More](#)
- Your use of our Service is subject to various restrictions designed to protect the Service and users. [More](#)

- **Limitations on Your Remedies**

As permitted by applicable law,

- We disclaim most warranties and provide the Service “As Is.” [More](#)
- Our liability is greatly limited. [More](#)
- Your equitable or injunctive relief rights are limited. [More](#)

- **Dispute Resolution**

- As permitted by law, you agree to arbitrate disputes and waive jury trial and class actions. [More](#)

- **Availability of Service**

- We may change or discontinue the Service, or your right to access it, in whole or in part. [More](#)
The Service is intended for access from and use in the U.S.A. [More](#)

1. **OWNERSHIP AND YOUR RIGHTS TO USE THE SERVICE AND CONTENT.**

A. Ownership. The Service and all of its content (including all Redwood logos, designs, text, graphics, pictures, information, data, software, User Generated Content (defined below), other files, and the selection and arrangement thereof (collectively, the “**Content**”), including all copyrights, patents, trademarks, service marks, trade names, and all other intellectual property rights therein (“**Intellectual Property**”), are owned or controlled by us, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Service is the property of Redwood, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Redwood owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service. The User is granted no right, title or interest in or to the Content other than the limited license expressly set forth in these Terms and Conditions. The User may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, incorporate into a website or in any way exploit the Content, or any portion thereof, without the express written permission of Redwood or as described in these Terms.

B. Your Rights to Use the Service and the Content. Your right to use the Service and the Content is subject to your strict compliance with these Terms and the Additional Terms. Your right to access and use the Service and the Content shall automatically terminate upon any violations, or may be revoked at any time for any reason or no reason. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. As your right to access and use the Service and the Content is personal to you, you may not assign nor transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only (collectively, the following are the “**Redwood Licensed Elements**”):

- (i) Display, view, use, and play the Content on a computer, mobile, or other internet enabled or permitted device (“**Device**”) and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;
- (ii) Subject to any applicable Additional Terms, if the Service includes a “Send to Friend,” social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party

services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner that violates applicable law or third-party rights or reflects negatively on us, and only send to recipients you have permission to contact;

- (iii) If the Service includes a “Download” link next to a piece of the Content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), you may only download a single copy of such content to a single Device;
- (iv) Download, install, and use one copy of any software that we make available on or through the Service (“**Software**”) on your Device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, Redwood does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software's owner (which may be Redwood and/or its third-party Software licensor) will retain full and complete title to such Software); (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in these Terms or applicable Additional Terms, without the prior written consent of Redwood; (iii) you may not assign, rent, lease, or lend the Software to any person or entity and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; and (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;
- (v) If available, obtain a registered personal account (and/or related username and password) on the Service and interact with the Service in connection therewith;
- (vi) Link to the Service from a website or other online service, including third-party sites that promote Redwood offers, so long as: (a) the links only incorporate text, and do not use any Redwood names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with Redwood or cause any other confusion, and (c) the links and the content on your website do not portray Redwood or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to Redwood. Redwood reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party; and
- (vii) Use any other functionality expressly provided by Redwood on or through the Service for use by users, subject to these Terms (including, without limitation, functionality to create and/or post User Generated Content (as defined below)) and any applicable Additional Terms.

C. Rights of Others. In using the Service, you must respect the Intellectual Property and rights of others and Redwood. Your unauthorized use of the Content may violate the rights of others and applicable laws, and may result in your civil and criminal liability. If you believe that your work has been infringed via the Service, see [Section 5](#) below.

D. Reservation of all Rights Not Granted as to the Content and Service. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the

Service and the Content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY REDWOOD AND ITS LICENSORS AND OTHER THIRD PARTIES. *Any unauthorized use of the Content or the Service for any purpose is prohibited.*

- E. **Links and Third-Party Services.** We are not responsible for third parties or their content, advertisement(s), apps, or sites (“**Third-Party Services**”). For instance, portions of the Service may be integrated into or linked to third-party sites, platforms, and apps that we do not control. Similarly, we may make ads and third-party content or services, which we also may not control, available to you on or via our Service. This may include the ability to register or sign into our Services using Facebook Connect or other third-party tools, and to post content on third-party sites and services using their plug-ins made available on our Services. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for Third-Party Services. If you are accessing or using the Service through Apple, Android, or any other platform, these are Third-Party Services.

2. CONTENT YOU SUBMIT.

- A. **User Generated Content.** You grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual (in perpetuity), transferable, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of any material or information you post or submit to us (on or via the Service, or by means other than the Service, including without limitation via our social media pages and accounts such as Facebook, Twitter, Instagram, and LinkedIn) (“**User Generated Content**”), and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, all without any obligation to you not required by applicable law, or the explicit terms of our [Privacy Policy](#) or applicable Additional Terms. As permitted by applicable law, and subject to any explicit terms of our [Privacy Policy](#) and applicable Additional Terms, you also irrevocably consent to our use and association of your name (and, if part of a Submission, your likeness) in connection with your User Generated Content and derivatives thereof. As permitted by applicable law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Generated Content, even if they are altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. In addition, we and our successors, assigns and licensees retain all of the rights held by members of the general public with regard to your User Generated Content. Our receipt of your User Generated Content is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your User Generated Content.
- B. **Community Usage Rules.** As a user of the Service, these Community Usage Rules (“**Rules**”) are here to help you understand the conduct that is expected of members of the Service’s online communities (“**Communities**”).
- (i) **Nature of Rules.** Your participation in the Communities is subject to all of the Terms, including these Rules:

- **Your User-Generated Content.** All of your UGC either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any applicable Additional Terms. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your UGC or has any rights to your UGC, or if anyone appears or is referred to in the UGC, then you must also have their permission to submit such UGC to Redwood. (For example, if someone has taken a picture of you and your friend, and you submit that photo to Redwood as your UGC, then you must obtain your friend's and the photographer's permission to do so.) We may require, at any time, proof of the permissions referenced herein in a form acceptable to us. Failure to provide such proof may lead to, among other things, the UGC in question being removed from the Service.
- **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your UGC might offend someone or be embarrassing to someone, then chances are it probably will, and it doesn't belong on the Service. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, color, ancestry, national origin, gender, sexual orientation, gender identity, religion, creed, or physical or mental disability, as determined in our sole discretion. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit, as determined in our sole discretion. Your UGC must not exploit children under the age of eighteen (18). You must be at least eighteen (18) years of age to submit content.
- **Do Not Use for Commercial or Political Purposes.** Your UGC must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.
- **Do Not Use to Solicit or Send Unwanted Communications.** Do not harvest or collect email addresses or other contact information of others from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Do not solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. Prohibited conduct includes uploading, posting, transmitting, sharing, or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- **Do Not Use for Inappropriate Purposes.** Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your UGC.** Do not impersonate any other person, user, or company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company. In the event you receive anything in consideration from us with respect to your UGC you represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and include any other disclosures we may require.
- **Others Can See.** We hope that you will use the Communities to exchange information and content and have venue appropriate discussions with other members. However,

please remember that the Communities are public or semi-public and UGC that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together with a password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Community spaces and take care when otherwise disclosing this type of information to others.

- **Don't Share Other People's Personal Information.** Your UGC should not reveal another person's address, phone number, email address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by Redwood (e.g., an email address to send an email invite to a friend).
- **Don't Damage the Service or Anyone's Computers or Other Devices.** Your UGC must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.

If you submit UGC that Redwood reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by applicable law.

- (ii) **Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other adult users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

- C. **Appropriate Content and Alerting Us of Violations.** We expect UGC to be appropriate for a general audience, but do not undertake to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. We may include venue and content rules as Additional Terms. If you discover any content that violates these Terms or any applicable Additional Terms, then you may report it by email to legal@byredwood.com. For alleged infringements of Intellectual Property rights, see [Section 5](#).

3. SERVICE AND CONTENT USE RESTRICTIONS.

- A. **Service Use Restrictions.** You agree that you will not: (i) use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Redwood; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service by any means whatsoever or modify any Service source or object code or any Software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Redwood, or other users of the Service; (vi) interfere with or circumvent any security feature (including any digital

rights management mechanism, device or other content protection or access control measure) of the Service or any feature that restricts or enforces limitations on use of or access to the Service or the Content; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

- B. Content Use Restrictions.** You also agree that, in using the Service, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, “bot,” spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of the Redwood Licensed Elements, if applicable); (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of Redwood or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Service.
- C. Availability of the Service and the Content.** Redwood, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Service and/or the Content (and any elements and features of them), in whole or in part, for any reason, in Redwood’s sole discretion, and without advance notice or liability.

4. CREATING AN ACCOUNT.

- A.** If you register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your Device and for all activity under your account. Usernames and passwords must be personal and unique, not violate the rights of any person or entity, and not be offensive. We may reject the use of any password, username, or email address for any reason in our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You will immediately notify us by email at legal@byredwood.com of any unauthorized use of your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You will not sell, transfer, or assign your account or any account rights. By creating an account, you consent to receive electronic communications from Redwood (e.g., via email or by posting notices to the Service). These communications may include notices about your account (e.g., payment authorizations, password changes, and other transactional information) and are part of your relationship with us.
- B.** Accounts may only be set up by an authorized representative of the individual that is the subject of the account and who is 18 years old. It is your responsibility to check and understand the local laws in your jurisdiction regarding the legal purchasing age in order to purchase from or access our Service. We do not review accounts for authenticity, and are not responsible for any

unauthorized accounts that may appear on the Service. Likewise, we do not warrant or guarantee that compliance with these Terms of Service will be sufficient to comply with your obligations under applicable laws where you reside or where you use the Service. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice.

5. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.

If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“**DMCA**”) by providing Redwood’s DMCA Agent with the following information in writing to identify content or material posted on the Service that is infringing that you would like removed from our Service (*see* 17 U.S.C 512(c)(3) for further detail):

- A legend or subject line that says “DMCA Copyright Infringement Notice;”
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Your name, address, telephone number, and, if available, an email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements detailed herein, your DMCA notice may not be valid. Redwood may elect to not to respond to DMCA notices that do not substantially comply with all of the foregoing requirements.

If you believe that your content that was removed from the Service (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to the DMCA Agent:

- A legend or subject line that says: “DMCA-Counter Notification;”
- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and if available, e-mail address, a statement that you consent to the jurisdiction of the federal court in Ohio and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the DMCA Agent, Redwood may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content

provider or user, the removed Content may be replaced, or access to it restored, after receipt of the counter-notice, at Redwood's sole discretion.

Redwood will only respond to DMCA notices that it receives by mail or email at the addresses below:

By Mail:

Redwood Living, Inc.

DMCA Inquiry

7007 East Pleasant Valley Road

Independence, OH 44131

(Attn: DMCA Agent/Legal Department)

By Email: legal@byredwood.com

For more information call: 216-360-9441 (option 1)

REPEAT INFRINGERS

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

6. NOTICES, QUESTIONS, AND CUSTOMER SERVICE.

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: **7007 East Pleasant Valley Road, Independence, OH 44131 (Attn: Legal Department)** with a copy to legal@byredwood.com. If you have a question regarding the Service, you may contact Redwood Customer Support by email at RedwoodCares@byredwood.com or by calling us at 216-360-9441 (option 1). You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

7. ARBITRATION AND DISPUTE TERMS.

- A. Forum Selection/Jurisdiction.** Jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Service, the Content, your UGC, these Terms, or any applicable Additional Terms, (collectively, "**Dispute**") shall be in Cuyahoga County, Ohio. Each party submits to personal jurisdiction and venue in Cuyahoga County, Ohio for any and all purposes.
- B. Pre-Arbitration Notification.** Redwood and you agree that it would be advantageous to discuss and hopefully resolve any Disputes before formal proceedings are initiated; provided, however, that Redwood need not do so in circumstances where its claims of Intellectual Property rights are concerned ("**IP Disputes**," with all other disputes referred to as "**General Disputes**"). The party making a claim – whether you or Redwood – shall send a letter to the other side briefly summarizing the claim and the request for relief. If Redwood is making a claim, the letter shall be sent, via email, to the email address listed in your Redwood account, if applicable. If no such information exists or if such information is not current, then we have no notification or delay obligations under this Section 7.B. If you are making a claim, the letter shall be sent to **7007 East Pleasant Valley Road, Independence, OH 44131 (Attn: Legal Department)** with a copy to legal@byredwood.com. If the Dispute is not resolved within sixty (60) days after notification, the claimant may proceed to initiate proceedings as set forth in this Section 7. Either you or Redwood, however, may seek provisional remedies (such as preliminary injunctive relief, subject to Section 7.D) before the expiration of this sixty (60)-day period.

C. Agreement to Arbitration of Claims.

- i. **Forums for Arbitration.** Unless you give us notice of opt-out within five (5) business days of your first use of the Service, addressed to: **7007 East Pleasant Valley Road, Independence, OH 44131 (Attn: Legal Department)** (with a copy to legal@byredwood.com), upon expiration of the applicable sixty (60) day period and to the fullest extent not prohibited by applicable law, all Disputes will be resolved solely by binding arbitration in accordance with the then-current Consumer Arbitration Rules of the American Arbitration Association (“AAA”). If the Dispute has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than fifteen (15) years’ experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA’s Supplementary Procedures for Consumer Related Disputes. If the Dispute has a claimed value of more than \$250,000, or if Redwood elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party-appointed members or by the AAA in accordance with the Consumer Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of these Terms and any Additional Terms, will be bound by these Terms and any Additional Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party’s individual claim.

If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Redwood consent to in writing. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for the number of arbitrators assigned to the Dispute set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration service.

- ii. **Nature, Limitations, and Location of Alternative Dispute Resolution.** In arbitration, as with a court, the arbitrator must honor the terms of these Terms (and any Additional Terms) and can award the prevailing party damages and other relief. HOWEVER, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Redwood to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then Redwood will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the applicable arbitration rules. The

arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act. This arbitration provision shall survive termination of these Terms or the Service.

- D. Limitation on Injunctive Relief.** AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS (WITHOUT LIMITATION) THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, UGC, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY REDWOOD PARTY (DEFINED BELOW) (INCLUDING YOUR LICENSED UGC) OR A LICENSOR OF ANY REDWOOD PARTY.
- E. Governing Law.** These Terms and any applicable Additional Terms, General Disputes and IP Disputes, and any other claim brought by you against Redwood or by Redwood against you pursuant to this Section 7, or otherwise related to the Service, the Content, Redwood Licensed Elements, UGC or other Redwood products or services, will be governed by, construed, and resolved in accordance with, the laws of the State of Ohio, U.S.A., without regard to its conflicts of law provisions that might apply the laws of another jurisdiction. This Section 7 shall be governed solely by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and not by the law of any state, and is enforceable pursuant to its terms on a self-executing basis. You and Redwood agree that we intend that this Section 7 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 7 can only be amended by mutual written agreement. Either party may seek enforcement of this Section 7 in any court of competent jurisdiction. The arbitrator shall determine any and all challenges to the arbitrability of a claim.
- F. Prohibition of Class and Representative Actions and Non-Individualized Relief.** AS PERMITTED BY APPLICABLE LAW, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING REGARDING ANY DISPUTE. UNLESS BOTH YOU AND WE AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, COLLECTIVE, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.
- G. Jury Waiver.** AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR

TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

- H. Small Claims Matters.** Notwithstanding the foregoing, either of us may bring qualifying claims of General Dispute (but not IP Disputes) in small claims court, subject to Section 7.F.
- I. Legal Notice For New Jersey Residents:** Under the New Jersey Truth-in-Consumer Contract, Warranty and Notice ACT (“TCCWNA”), N.J.S.A. 56:12-14 et seq., consumers may not be offered any written contract which includes any provision that violates any clearly established legal right of a consumer, or responsibility of a seller, as established by state or federal law. In addition, under the TCCWNA, no consumer contract may state that any of its provisions are or may be void, unenforceable or inapplicable in some jurisdictions without specifying which provisions are or are not void, unenforceable or inapplicable in New Jersey. Therefore, the following provisions of these Terms of Use shall not be applicable to New Jersey residents: (1) the provisions concerning limiting the Service's liability for any loss or damage is not applicable to New Jersey residents to the extent the Service was negligent or has breached its obligation; (2) the provisions concerning the exclusion or limitation of certain damages is not applicable to New Jersey residents with respect to punitive damages, loss of data, and loss of or damage to property; and (3) the provisions concerning the indemnification by you is not applicable to New Jersey residents unless you were negligent or have breached these Terms of Use.
- J.** The provisions of this Section 7 shall supersede any inconsistent provisions of any prior agreement between the parties. This Section 7 shall remain in full force and effect notwithstanding any termination of your use of the Service or these Terms.

8. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

- A. AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS.** To the fullest extent permissible by applicable law, Redwood and their direct and indirect parents, subsidiaries, affiliates (including, but not limited to, all entities for which Redwood serves as manager under a Management Agreement), and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “**Redwood Parties**”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, the Content, Redwood Licensed Elements, UGC, or other Redwood products or services, except as set forth in subsection C, below.
- B. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, REDWOOD PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS, OR THAT INFORMATION ON THE WEBSITE WILL BE COMPLETE, ACCURATE OR TIMELY. IF YOU DOWNLOAD ANY MATERIAL FROM THIS WEBSITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.**

- C. **NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY REDWOOD PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY REDWOOD PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) REDWOOD PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY REDWOOD PARTIES TO THE EXTENT NOT WAIVABLE OR THAT CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST REDWOOD PARTIES THAT IS NOT WAIVABLE OR THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.**

9. LIMITATIONS OF OUR LIABILITY.

- A. **AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY REDWOOD PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND**, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, the Content, Redwood Licensed Elements, UGC or other Redwood products or services, except, to the extent not waivable under applicable law, for direct damages for personal injury caused by a physical product manufactured, sold or provided by Redwood.
- B. The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if Redwood Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).
- C. **AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL REDWOOD PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID REDWOOD IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).**
- D. **NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY REDWOOD PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY REDWOOD PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) REDWOOD PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY REDWOOD PARTIES TO THE EXTENT NOT WAIVABLE OR THAT CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST REDWOOD PARTIES THAT IS NOT WAIVABLE OR THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.**

10. UPDATES TO TERMS.

It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). EACH TIME YOU SIGN INTO OR OTHERWISE USE THE SERVICE, YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised, or additional terms by discontinuing use of the Service.

11. GENERAL PROVISIONS.

- A. Redwood's Consent or Approval.** As to any provision in these Terms or any applicable Additional Terms that grants Redwood a right of consent or approval, or permits Redwood to exercise a right in its "sole discretion," Redwood may exercise that right in its sole and absolute discretion. No Redwood consent or approval may be deemed to have been granted by Redwood without being in writing and signed by an officer of Redwood.
- B. Indemnity.** As permitted by applicable law, you agree to, and you hereby, defend (if requested by Redwood), indemnify, and hold Redwood Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Redwood Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your User Generated Content; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Redwood Parties' use of the information that you submit to us (including your UGC) subject to our [Privacy Policy](#) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Redwood Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, Redwood Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Redwood Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Redwood Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.
- C. Operation of Service; Availability of Products and Services; International Issues.** Redwood controls and operates the Service from the U.S.A., and makes no representation that the Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.
- D. Export Controls.** You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to

export or re-export any software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

- E. Severability; Interpretation.** If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.
- F. Investigations; Cooperation with Law Enforcement; Termination; Survival.** As permitted by applicable law, Redwood reserves the right, without limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by Redwood in accordance with its [Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by Redwood to comply with law enforcement requests or legal requirements in accordance with our [Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Redwood under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Redwood, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Redwood in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.
- G. Assignment.** Redwood may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Redwood.
- H. Complete Agreement; No Waiver.** These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances, or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Redwood in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.
- I. Contact.** Any questions, complaints, or claims regarding the Service may be directed to legal@byredwood.com.

//End Terms of Use//