

*Effective Date: September 13, 2022*

## **Let's Get Set, Inc. Terms of Service**

Welcome to Let's Get Set! Let's Get Set offers tools and resources to support families in navigating tax-time to secure credits they risk missing. In doing so, Let's Get Set connect users with partner organizations who offer free or paid tax preparation support ("Tax Preparers") or offer solutions for users to file taxes directly.

The following terms of service are a legal agreement (the "Terms") between you ("you", "your", or "user") and Let's Get Set, Inc., and any subsidiaries, affiliates, agents, and assigns ("Let's Get Set," "we," "us", or "our") which sets forth the terms and conditions for your use of and access to the Let's Get Set website, webapp, meetings with Tax Preparers, and related services, as well as the products and services offered, operated, or made available by Let's Get Set through the website or webapp (collectively, the "Services").

The Services are owned and operated by Let's Get Set, and are being provided to you expressly subject to these Terms. By accessing, browsing and/or using the Services, you acknowledge that you have read, understood, and agree to be bound by the Terms and to comply with all applicable laws and regulations. The Terms form an essential basis of the bargain between you and Let's Get Set, and govern your use of the Services.

THESE TERMS ALSO INCLUDE, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 16 BELOW FOR MORE INFORMATION.

**NOTE: WHILE LET'S GET SET MAY CONNECT YOU WITH TAX PREPARERS, YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN TAX RETURN, INCLUDING ENSURING THAT THE INFORMATION CONTAINED WITHIN IT IS ACCURATE, THAT IS WAS RECEIVED AND ACCEPTED BY THE RELEVANT GOVERNMENT TAX AUTHORITY, AND ALL SUBSEQUENT CORRESPONDENCE REGARDING THE FILING, INCLUDING THE PROCESSING OF ANY ADDITIONAL COLLECTIONS OR RETURNS. LET'S GET SET DISCLAIMS ALL LIABILITY FOR ANY ISSUES REGARDING YOUR TAX RETURN TO THE MAXIMUM EXTENT PERMITTED BY LAW. LET'S GET SET DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCEPTANCE OF FILINGS, WHETHER YOU WILL BE SUBJECT TO A TAX REFUND AND THAT REFUND'S AMOUNT, OR ANY OTHER ASPECT OF ANY TAX FILING YOU MAKE THROUGH THE SERVICE. DO NOT AGREE TO FILE ANY TAX DOCUMENT WITH ANY GOVERNMENT IF YOU BELIEVE THERE IS AN ERROR, OMISSION, OR MISREPRESENTATION IN THE DOCUMENT.**

**YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN TAX RETURN.**

### **1. Acceptance and Eligibility**

Please carefully review these Terms before using the Services, or accessing any data thereon. If you do not agree to these Terms, you may not access or use the Services. To use the Services and to accept these Terms, you must (1) be a legal resident of the United States, (2) be at least 18 years old, (3) not be prohibited by law from using the Services, and (4) not have been suspended or removed from the Services. If you do not fulfill these criteria, you may not use the Services.

## **2. Modification**

Let's Get Set reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice. If we modify these Terms, we will either post a notification of the modification on our website or otherwise provide you with notice of the change. The date of the last modification will also be posted at the beginning of these Terms as the effective date. It is your responsibility to check from time to time for updates. By continuing to access or use the Services, you agree to be bound by any modified Terms.

## **3. User Accounts**

If you create a Let's Get Set account (an "Account") as part of the Services, you will be required to provide some basic contact information, such as a name, email address, and zip code. You can also provide a desired username and password, as well as some other information we may use to customize your experience.

You are solely responsible for maintaining the integrity of your Account and the confidentiality of your username and password. You may not transfer, share, or authorize others to use your Account without prior approval from Let's Get Set.

## **4. Use of the Services**

You agree to use the Services only for lawful purposes. You are prohibited from any use of the Services that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Any unauthorized use of the Services, including but not limited to unauthorized entry into Let's Get Set's systems, misuse of passwords, or misuse of any information posted on through the Services is strictly prohibited.

Whether or not you register for an Account, your use of the Services is further subject to the following restrictions and obligations:

- a. You may only use the Services for your own personal, non-commercial use. You may not transfer your right to use the Services to others.
- b. You may access the Services for lawful purposes only. You may not use the Services to harm other people or their property, or to transmit content that in any way infringes or violates the rights of anyone.

- c. You agree to participate in all meetings with Tax Preparers in good faith. You may not use the Services in any way that defrauds, misrepresents, or misleads any Tax Preparer, government tax authority, or other person or entity.
- d. You may not use the Services if you have previously been terminated from accessing the Services or had your Account deleted.
- e. You may only use the Services in the United States.
- f. You may not try to reverse engineer, disassemble, decompile, or decipher the Services or software making up the Services, (2) navigate or search the Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders), (3) use a means other than Let's Get Set's provided interface to access the Services, (4) use the Services in a way that could impair, overburden, damage, or disable any portion of the Services, or (5) mirror any material contained on the Services.
- g. You may not automatically copy, rip, scrape, crawl, or capture the content in the Services except as expressly allowed by Let's Get Set in writing.
- h. You may not interfere with or damage the Services, including, without limitation, through the use of viruses, bots, harmful code, denial-of-service attacks, backdoors, packet or IP address spoofing, forged routing, or any similar methods or technology.
- i. You may not use the Services for unauthorized mail or messages or any form of "spamming." You may not transmit any material that constitutes junk mail, spam, or commercial offers.

We reserve the right to take various actions against you if we believe you have engaged in activities restricted by these Terms or by laws or regulations, and we also reserve the right to take action to protect Let's Get Set, other users, and other third parties from any liability, fees, fines, or penalties. We make take actions including, but not limited to: (1) updating information you have provided to us so that it is accurate, (2) limiting or completely closing your access to the Services, (3) suspending or terminating your ability to use the Services on an ongoing basis, (4) taking legal action against you.

## **5. Fees**

You agree to pay any applicable service fees, as communicated through the Services. Any fees will be disclosed to you in advance. You can also view fee information at any time at the following link: [pricing page].

## **6. User Content**

As part of the features of the Services, we may allow you to voluntarily submit content over the Services, including information related to your tax returns ("User Content"). You hereby grant

Let's Get Set a nonexclusive, worldwide, perpetual, royalty-free, irrevocable right and license to reproduce, distribute, display, host, store, promote, exploit, create a derivative work from, adapt, edit, sublicense, and otherwise use the User Content in any medium or form now known or hereafter developed, without royalty or charge, for the purpose of helping you prepare your tax return, and to otherwise develop or improve the Services. We will not compensate you for any of your User Content. You acknowledge that Let's Get Set's use of your User Content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against Let's Get Set.

You further represent and warrant that:

- a. To the best of your knowledge, the User Content you submit is complete, accurate, and will not mislead any Tax Preparer, government tax authority, or other person or entity;
- b. Your User Content will not create any liability on the part of Let's Get Set; and
- c. Your User Content does not contain any worms, viruses or other harmful code.

## **7. Privacy Policy**

Your use of the Services signifies your continuing consent to the [Let's Get Set Privacy Policy](#). Please read that policy carefully.

## **8. Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services ("Feedback"). You can provide such Feedback at [info@letsgetset.co](mailto:info@letsgetset.co). You agree that Let's Get Set has the right, but not the obligation, to use such Feedback without any obligation to provide you credit, royalty payment, or ownership interest in the changes to the Services.

## **9. Communications and Consent to Receive SMS Messages**

By accepting these Terms, you agree to receive communications from us via email or within the webapp.

By providing us with a mobile number, either by initiating a SMS message (including text messages) to Let's Get Set or when you sign up for an Account or update the contact information associated with your Account, you further consent to receive SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone texting on our behalf at the specific-number(s) you have provided to us, with SMS verification codes, Services related information or questions about your Let's Get Set Account. You acknowledge that you are not required to consent to receive promotional SMS messages as a condition of using the Services. You represent that the telephone number you have provided to us is your contact number. You represent you are permitted to receive text messages at the telephone number you have provided

to us. You agree to alert us promptly whenever you stop using a telephone number. Let's Get Set and our agents, representatives, affiliates, and anyone communicating on our behalf may use such means of communication described in this Section 9 even if you will incur costs to receive such SMS messages.

Standard message and data rates may apply to all SMS messages. We may modify or terminate our SMS messaging services from time to time, for any reason, and without notice, without liability to you.

## **10. Third-Party Services and Advertisers**

As part of the Services, Let's Get Set may include links to, or integrations with, third party websites and services. You agree that Let's Get Set is not responsible or liable for any content or other materials on third party websites. We are also not responsible for any transactions or dealings between you and any third party. You agree that Let's Get Set is not responsible for any claim or loss due to a third-party website or any advertiser. Your browsing and interaction with a third party website or service, including those that are linked to, or integrated with, the Services, are subject to that third party's own terms, rules and policies.

## **11. Intellectual Property Rights**

The Services are owned and operated by Let's Get Set. All content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the "Let's Get Set Materials") are owned exclusively by Let's Get Set or the licensors or suppliers of Let's Get Set and are protected by U.S. copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Let's Get Set Materials displayed on the Services, without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of the Let's Get Set Materials found on the Services unless in accordance with written authorization by us. Let's Get Set prohibits use of any of the Let's Get Set Materials as part of a link to or from the Services unless establishment of such a link is approved in writing by us in advance. Any questions concerning any Let's Get Set Materials, or whether any mark or logo is a Let's Get Set Material, should be referred to Let's Get Set. All rights related to the Let's Get Set Materials are hereby reserved. You agree that the Let's Get Set Materials may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of Let's Get Set. You acknowledge that the Let's Get Set Materials are and shall remain the property of Let's Get Set. You may not modify, participate in the sale or transfer of, or create derivative works based on any Let's Get Set Materials, in whole or in part.

## **12. Warranties**

LET'S GET SET PROVIDES THE SERVICES "AS IS." WE MAKE NO EXPRESS WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TIMELINESS, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THIS SITE OR THIS SERVICE WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION.

Please note the ability to exclude warranties varies in different jurisdictions. To the extent that a jurisdiction places limits on the ability for a party to exclude warranties, these exclusions exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

## **13. No Legal Tax or Financial Advice**

LET'S GET SET DOES NOT INTEND TO PROVIDE YOU WITH ANY LEGAL, TAX, OR FINANCIAL ADVICE THROUGH THE SERVICES. LET'S GET SET IS NOT A LAWYER, TAX ADVISOR, BROKER, OR FINANCIAL PLANNER. LET'S GET SET ENCOURAGES YOU TO CONSIDER CONSULTING AN ACCOUNTANT OR OTHER FINANCIAL ADVISOR AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES BEFORE IMPLEMENTING ANY FINANCIAL STRATEGY OR MAKING OTHER FINANCIAL DECISION.

## **14. Limitation on Liability**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, LET'S GET SET SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES WHETHER BASED ON A CLAIM RELATED TO A WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LET'S GET SET KNEW, SHOULD HAVE KNOWN, OR WAS APPRISED OF SUCH DAMAGES.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF LET'S GET SET AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED USD \$1,000 (ONE THOUSAND UNITED STATES DOLLARS).

Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you.

## **15. Indemnification**

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless Let's Get Set from and against any and all claims, losses, expenses, demands or liabilities, including reasonable attorneys' fees arising out of or relating to (i) your access to, use of or alleged use of the Services; (ii) your violation of these Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You shall cooperate as fully as reasonably required in the defense of any such claim. Let's Get Set reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of Let's Get Set.

## **16. Dispute Resolution by Binding Arbitration**

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SECTION 16.2 BELOW.

### **16.1 Election to Arbitrate**

You and Let's Get Set agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 16 (the "Arbitration Provision"), unless you opt out as provided in Section 16.2 below or your Claim is subject to an explicit exception to in this Arbitration Provision. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of these Terms, and/or the activities or relationships that involve, lead to, or result from these Terms, including (except to the extent provided otherwise in the last sentence of Section 16.6 below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Terms. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise, except that both you and Let's Get Set retain the right: (a) to bring an individual action in small claims court (a "Small Claims Action"); or (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement,

the misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (an "IP Protection Action"). Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

## **16.2 Opt-Out of Arbitration Provision**

You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to [info@letsgetset.co](mailto:info@letsgetset.co) within thirty (30) days of the date of your electronic acceptance of the terms of these Terms (such notice, an "Arbitration Opt-Out Notice"). The opt out notice must clearly state that you are rejecting arbitration; identify the Terms to which it applies by date; provide your name, address, and social security number; and be signed by you. If you do not provide Let's Get Set with an Arbitration Opt-Out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Claim except with regard to a Small Claims Action or an IP Protection Action, as expressly set forth above.

## **16.3 Judicial Forum for Disputes**

In the event that (i) you or we bring an IP Protection Action; (ii) you timely provide Let's Get Set with an Arbitration Opt-out Notice; or (iii) this Section 16, "Dispute Resolution by Binding Arbitration," is found not to apply, the exclusive jurisdiction and venue of any Claim will be the state and federal courts located in San Francisco, CA and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You and we both further agree to waive our right to a jury trial.

## **16.4 Informal Dispute Resolution**

If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will try to resolve the Claim informally by contacting [info@letsgetset.co](mailto:info@letsgetset.co). Similarly, Let's Get Set will undertake reasonable efforts to contact you (if we have contact information for you) to resolve any claim we may possess informally before taking any formal action. If a Claim is not resolved within 30 days after the email noting the Claim is sent, you or Let's Get Set may initiate an arbitration proceeding as described below.

## **16.5 Waiver of Right to Litigate**

Unless you timely provide Let's Get Set with an Arbitration Opt-out Notice, YOU ACKNOWLEDGE THAT YOU HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE



THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

### **16.6 No Class Actions**

You and Let's Get Set agree that the arbitration of any Claim shall proceed on an individual basis, and neither you nor Let's Get Set may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Claim against Let's Get Set will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR LET'S GET SET SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE CLAIMS BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY CLAIM IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY CLAIM (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION 16.6 SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.

### **16.7 Arbitration Procedures**

The party initiating arbitration shall do so with Judicial Alternatives and Mediation Services ("JAMS"). Claims involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules; all other Claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures (the applicable rule set, the "JAMS Rules"). If you have any questions concerning JAMS or would like to obtain a copy of the JAMS Rules, you may call 1(800) 352-5267 or visit their web site at [www.jamsadr.com](http://www.jamsadr.com). In the case of a conflict between the JAMS Rules and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the JAMS Rules apply. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the JAMS Rules. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from JAMS' roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then JAMS will appoint the arbitrator in accordance with the JAMS Rules. The arbitrator(s) shall be authorized to

award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law.

Notwithstanding any language to the contrary in this Section 16.7, if a party seeks injunctive relief that would significantly impact other Let's Get Set users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section 16.7 shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential. This Arbitration Provision shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms.

#### **16.8 Arbitration Location**

Unless you and Let's Get Set otherwise agree, the arbitration will be conducted in the county where you reside, or if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Let's Get Set submit to the arbitrator, unless the arbitrator determines that a videoconference, telephonic or in-person hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the JAMS Rules. Subject to such rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

#### **16.9 Arbitration Fees**

If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. However, if the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). In such circumstances, fees will be determined in accordance with the administrator rules. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law.

#### **16.10 Arbitrator's Decision**

The arbitrator will render an award within the time frame specified in the administrator rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

#### **16.11 Survival and Severability of Arbitration Provision**

This Arbitration Provision shall survive the termination of these Terms. With the exception of Section 16.6, if a court decides that any part of this Arbitration Provision is invalid or unenforceable, then the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event that a court finds that all or any portion of Section 16.6, to be invalid or unenforceable, then the entirety of this Arbitration Provision shall be deemed void and any remaining Claim must be litigated in court pursuant to Section 16.3.

#### **16.12 Changes**

Notwithstanding the provisions of Section 2, if Let's Get Set changes this Section 16 after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to [info@letsgetset.co](mailto:info@letsgetset.co)) within 30 days of the date such change became effective, as indicated in last date of modification above as the effective date or in the date of Let's Get Set's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Claim between you and Let's Get Set in accordance with the provisions of this Section 16 as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

#### **17. Severability and Integration**

The Terms constitute the entire agreement between you and Let's Get Set with respect to use of the Services and supersede all previous written or oral agreements within the same subject matter. Except as otherwise set forth in Section 16.11, if any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, and the original intentions of the parties and the remaining portions shall remain in full force and effect.

#### **18. Termination**

Let's Get Set may discontinue or change any part of the Services at any time, with or without notice.

Let's Get Set reserves the right to terminate your use of the Services and delete your user Account if you violate the Terms, or if we believe in good faith that such action is needed in order to protect the rights, interest, safety, or interests of Let's Get Set, its users, its affiliates and service providers, or any other entity or individual. This termination may be done with or without notice to you.

If you wish to terminate your Account, please contact Let's Get Set at [info@letsgetset.co](mailto:info@letsgetset.co).

### **19. Waiver**

The failure of Let's Get Set to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision, and no waiver of any of the provisions of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

### **20. Governing Law**

These Terms shall be governed by, and all Claims shall be resolved in accordance with, the laws of the State of Delaware without regard to its conflicts of law rules. You agree that any Claim shall be governed by the exclusive jurisdiction and venue of the state courts in New Castle County, Delaware, or federal court at the United States District Court for the District of Delaware.

### **21. General Provisions**

These Terms the entire understanding and agreement between you and Let's Get Set. These Terms supersede any previous agreement or other agreement to which you and Let's Get Set may have been bound. These Terms will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these Terms. You may not assign or transfer these Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms or any of our rights or obligations under these Terms at any time without notice. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

### **22. Contacting Us**

If you have any questions about these Terms, please contact [info@letsgetset.co](mailto:info@letsgetset.co).