

TERMS OF SERVICE

Effective Date: 01/01/2021

These Terms of Service (“**Terms**”) are a binding legal agreement between you and PopUP CleanUP West (“**PopUp**”) that govern your use of the websites, applications, and other offerings from PopUp (collectively, the “**PopUp Platform**”). When used in these Terms, “**PopUp**,” “**we**,” “**us**,” or “**our**” refers to PopUP CleanUP West and “**Members**” refers to all PopUp Platform users.

We maintain other terms and policies that supplement these Terms, such as our [Privacy Policy](#), which describes our collection and use of personal data.

1. **PopUp Platform.** PopUp offers an online marketplace platform (the “**PopUp Platform**”) that facilitates booking cleaning services (“**Cleaning Services**”), including by matching Members who are looking for Cleaning Services (“**Clients**”) with those who provide Cleaning Services (“**Cleaners**”). You must register an account to access and use many features of the PopUp Platform, and must keep your account information accurate. As the provider of the PopUp Platform, PopUp may provide matches between a Client and either itself, acting as a Cleaner, or a third-party Cleaner (“**Third Party Cleaner**”). In the case of a Third Party Cleaner, PopUp does not own, control, offer or manage any Cleaning Services. When you receive a booking confirmation, a contract is formed directly between you and the Client or Cleaner, as applicable. PopUp is not a party to the contracts concluded directly between Clients and Third Party Cleaners. PopUp is not acting as an agent in any capacity for any Member, except as specified in the payment terms set forth in Section 3(j).
2. **Cleaning Services - Specific Terms for Clients.**
 - (a) **Client.** As a Client, the PopUp Platform offers you the opportunity to find Cleaners and book a cleaning on demand.
 - (b) **Creating a Request.** You can create a request (a “**Request**”) for a Cleaner to clean a location (the “**Premises**”) by using criteria, like the size of the Premises, date, time, scope of Cleaning Services and type of Cleaning Service (collectively, “**Cleaning Services**”).
 - (c) **Booking.** When you book Cleaning Services, you are agreeing to pay all charges identified during checkout for your booking at the times identified, including the price of the Cleaning Services (“**Cleaning Price**”), applicable fees (such as any PopUp service fee and any taxes), and any other items identified during checkout (collectively, “**Total Price**”). When you receive the booking confirmation, a contract for Cleaning Services is formed directly between you and the Cleaner.
 - (d) **Cancellations, Refunds and Booking Modifications.** You can cancel your booking at any time. If your booking is cancelled at least 72 hours before the scheduled booking time, PopUp will not charge a cancellation fee. If you cancel your booking within 48 hours of the scheduled booking time, we will charge a cancellation fee equal to 20% of the Cleaning Price. You can apply this cancellation fee to future Cleaning Services. You may be able to make modifications to the Cleaning Services, in some cases even up until and during the time of Cleaning Services, but the option to make modifications after you create a Request is not guaranteed. Additional fees for added Cleaning Services will apply and payment for additional Cleaning Services will be due upon completion of the Cleaning Services.
 - (e) **Your Responsibilities.** You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of your independent contractors, representatives, employees and/or any person at the Premises by your act or omission for the duration of the Cleaning Services (excluding the Cleaner and any Cleaner Persons).

- (f) **Obligations of Client.** Client must: (i) grant Cleaners access to the Premises at the time specified in the Request; (ii) make reasonable efforts to accommodate Cleaner's storage space needs for supplies required for the Cleaning Services; (iii) provide relevant information to assist the Cleaner with the performance of the Cleaning Services; (iv) satisfy all of the Cleaner's reasonable requests for assistance in its performance of the Cleaning Services and (v) in no circumstances request or require that Cleaner climb on ladders, crawl in attics or under building structures, stand on scaffolding or otherwise engage in potentially unsafe activities. Cleaners are entitled to use, and Client must supply, the dumpsters and trash cans at the Premises for the purpose of clearing debris and toiletries for any bathroom facilities. To the extent that Client requires that Cleaner stock or restock toiletries, Client must supply the applicable toiletries.
- (g) **Taxes.** If applicable, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client for the Cleaning Services, which will be included in the Total Price and are in addition to the Cleaning Price.

3. Cleaning Services – Specific Terms for Cleaners.

- (a) **Cleaner.** As a Cleaner, the PopUp Platform offers you the opportunity to find Clients.
- (b) **Contracting with Clients.** When you accept a Request, or receive a booking confirmation through the PopUp Platform, you are entering into a contract directly with the Client, and are responsible for delivering your Cleaning Service under the terms and at the Cleaning Price specified in on the PopUp Platform. You are also agreeing to pay applicable fees, such as the PopUp Service Fee, for each booking. PopUp will deduct amounts you owe from your payout unless we and you agree to a different method.
- (c) **Contract for Cleaning Services.** Cleaner will provide Client with the Cleaning Services set forth in the Request and subject to the conditions set forth in these Terms.
- (d) **Independence of Third Party Cleaners.** If you are a Third Party Cleaner, (i) your relationship with PopUp is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of PopUp, except that PopUp acts as a payment collection agent as described in Section 3(j); (ii) PopUp does not direct or control your Cleaning Services, and (iii) you agree that you have complete discretion whether and when to provide Cleaning Services.
- (e) **Know Your Legal Obligations.** You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Cleaning Services. You are responsible for handling and using personal data of Clients and others in compliance with applicable privacy laws and these Terms, including our Privacy Policy. If you have questions about how local laws or contractual terms apply you should always seek legal advice.
- (f) **Your Responsibilities.** You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of independent contractors, representatives, employees, anyone you allow to participate in providing your Cleaning Services and/or any person that you bring to the Premises ("**Cleaner Persons**"). Do not encourage Clients to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the PopUp Platform in violation of Section 5.
- (g) **Inventory.** Cleaners must supply all inventory, equipment, supplies and personnel required to perform the Cleaning Services under these Terms, except that: (i) Cleaners are entitled to use, and Client must supply, the dumpsters and trash cans at the Premises for the purpose of clearing debris and toiletries for any bathroom facilities and (ii) to the extent that Client requires that Cleaner stock or restock toiletries, Client must supply the applicable toiletries. All inventory, equipment, supplies and personnel shall be timely supplied and no Cleaner-supplied inventory, equipment or supplies shall be left at the Premises

after the provision of Cleaning Services without Client's prior written approval (email or SMS being sufficient).

- (h) **Confidentiality.** Cleaner acknowledges that it (and Cleaner Persons) may, while providing the Cleaning Services, have direct or incidental access to or otherwise discern confidential, sensitive, or proprietary information of Client, whether such information is disclosed, available, or accessed orally or in written, electronic, or other form or media, and whether or not such information is marked, designated, or otherwise identified as "confidential" ("**Client's Confidential Information**"). Cleaners shall keep confidential and not use Client's Confidential Information.
- (i) **Insurance.** Cleaners must maintain insurance in accordance with the requirements of any laws and regulations applicable to Cleaners.
- (j) **Limited Payment Agent.** Cleaner hereby appoints PopUp as the Cleaner's limited payment collection agent solely for the purpose of accepting Cleaner's portion of the Total Price from Clients. Each Cleaner agrees that payment made by a Client through PopUp, shall be considered the same as a payment made directly to the applicable Cleaner, and PopUp's receipt of funds from the Client satisfies the Client's payment obligation to Cleaner. The Cleaner will make the Cleaning Services available to the Client in the agreed-upon manner as if the Cleaner has received its portion of the Total Price. Each Cleaner agrees that PopUp may, in accordance with the cancellation policy applicable to the relevant booking, refund to the Client that portion of the Total Price specified in the applicable cancellation policy. Each Cleaner understands that PopUp accepts payments from Clients as the Cleaners' limited payment collection agent and that PopUp's obligation to pay the Cleaner is subject to and conditional upon successful receipt of the associated payments from Clients. PopUp does not guarantee payments to Cleaners for amounts that have not been successfully received by PopUp from Clients. In accepting appointment as the limited collection agent of the Cleaners, PopUp assumes no liability for any acts or omissions of the Cleaner.
- (k) **Cancellations.** Any Cleaner's cancellation of a booking within 24 hours of the scheduled booking may result in a downgraded rating on the PopUp Platform, except in the event that the cancellation resulted from causes outside their reasonable control, similar in nature to and including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials (any such event, a "**Force Majeure Event**"). PopUp may remove any Cleaner and may permanently delete any Cleaner's account from the PopUp Platform if (i) Cleaner fails to provide Cleaning Services without cancelling the related booking beforehand, unless the failure to provide Cleaning Services resulted from a Force Majeure Event, or (ii) Cleaner cancels more than two bookings on the PopUp Platform within any six month period, excluding any cancellations resulting from a Force Majeure Event.

4. Fees.

- (a) **Generally.** PopUp may charge the fees described in these Terms (and applicable taxes) to Clients and Cleaners for use of the PopUp Platform. Except as otherwise provided on the PopUp Platform or these Terms, fees are incurred at the time of a booking confirmation and are non-refundable. PopUp reserves the right to change the service fees at any time, and will provide Members notice of any fee changes before they become effective. Fee changes will not affect bookings made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time pursuant to Section 8.
- (b) **PopUp Service Fee.** As compensation for PopUp's operation of the PopUp Platform (and, in particular, its service of matching Clients with Cleaners), PopUp charges a service fee in the amount of 12% of the total Cleaning Price ("**PopUp Service Fee**") when the booking is confirmed. This PopUp Service Fee is

deducted from the Cleaner's payout. When PopUp is acting as a Cleaner, the PopUp Service Fee may not apply.

5. **Off-Platform Restrictions.** Members agree that they will not solicit, offer, provide or accept any payment for or related to the Cleaning Services off the PopUp Platform. Members are prohibited from booking cleaning services off of the PopUp Platform if the Members were matched on the PopUp Platform and, as of the date of the first booking confirmation between such Members, did not have a prior relationship. The restrictions in this Section 5 do not apply to PopUp as a Cleaner.
6. **Payment Processing.** All payment processing services for the PopUp Platform are provided by a third-party payment processor, Stripe Inc. ("**Stripe**"). Stripe uses your credit card to process any payments made via the Cleaning Services, including the Total Price. The processing of credit card charges or credits, as applicable, relating to your use of the Cleaning Services will be subject to the Stripe Connected Account Agreement, which includes the [Stripe Terms of Service](#) (collectively, the "**Stripe Services Agreement**"). You hereby agree to be bound by the Stripe Services Agreement, which may be modified by Stripe from time to time as set forth therein. As a condition of PopUp enabling payment processing services through Stripe, you agree to provide PopUp with accurate and complete information about you, and you authorize PopUp to share such information and transaction information related to your use of the payment processing services provided by PopUp.
7. **PopUp Platform Rules.**
 - (a) **Rules.** All Clients and Third Party Cleaners are required and agree to follow these rules, and not to help or induce others to break or circumvent these rules:
 - Do not lie, misrepresent something or someone, or pretend to be someone else.
 - Be polite and respectful when you communicate or interact with others.
 - Do not discriminate against or harass others.
 - Do not scrape, hack, reverse engineer, compromise or impair the PopUp Platform or any information located on or derived from the PopUp Platform.
 - Only use the PopUp Platform and Content as authorized by these Terms or another agreement with PopUp.
 - Honor your legal obligations.
 - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
 - If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our [Privacy Policy](#).
 - Do not use the name, logo, branding, or trademarks of PopUp or others without permission.
 - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with PopUp branding.
 - Do not offer Cleaning Services that violate the laws or agreements that apply to you.
 - (b) **Reporting Violations.** If you believe that a Member or any content on the PopUp Platform ("**Content**") poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting PopUp. In addition, if you believe that a Member or any Content or communications on the PopUp Platform has violated these Terms, you should report your concerns to PopUp. If you reported an issue to local authorities, PopUp may request a copy of that report. Except as required by law, you agree that we are not obligated to take action in response to any report.
 - (c) **PopUp Role.** We offer a platform that enables Members to find, offer and book Cleaning Services and may from time to time act as a Cleaner. While we want all Members to have an excellent experience on

the PopUp Platform, we do not and cannot control the conduct of Clients and Third Party Cleaners. You acknowledge that PopUp has the right, but does not have any obligation, to monitor the use of the PopUp Platform and verify information provided by our Members.

8. **Termination, Suspension and other Measures.**

- (a) **Term.** The agreement between you and PopUp reflected by these Terms is effective when you access the PopUp Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.
- (b) **Termination.** You may terminate this agreement at any time by sending us an email at info@popupcleanup.com or by deleting your account. PopUp may terminate this agreement and your account for any reason by giving you 5 days' notice via email or using any other contact information you have provided for your account. PopUp may also terminate this agreement immediately and without notice and stop providing access to the PopUp Platform in accordance with Section 3(k) or if you breach these Terms, you violate our policies, you violate applicable laws, or we reasonably believe termination is necessary to protect PopUp, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.
- (c) **Member Violations.** If (i) you breach these Terms, or any other PopUp policies, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) PopUp believes it is reasonably necessary to protect PopUp, its Members, or third parties; PopUp may, with or without prior notice:
- suspend or limit your access to or use of the PopUp Platform and/or your account; and/or
 - cancel pending or confirmed bookings

For minor violations or where otherwise appropriate as PopUp determines in its sole discretion, you will be given notice of any intended measure by PopUp and an opportunity to resolve the issue. If a booking is cancelled under this provision, the amount paid to the Cleaner will be reduced by the amount we refund or otherwise provide to the Client, and by any other costs we incur as a result of the cancellation.

- (d) **Legal Mandates.** PopUp may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body.
- (e) **Effect of Termination.** If you are a Cleaner and terminate your PopUp account, any confirmed booking(s) will be automatically cancelled and your Clients will receive a full refund and may be matched with another Cleaner. If you terminate your account as a Client, any confirmed booking(s) will be automatically cancelled and any refund will be received in accordance with the cancellation terms in Section 2(d). When this agreement has been terminated, you are not entitled to a restoration of your account. If your access to or use of the PopUp Platform has been limited, or your PopUp account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the PopUp Platform through an account of another Member.
- (f) **Modification.** PopUp may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the PopUp Platform and update the "Effective Date" at the top of these Terms. Except as explicitly provided otherwise, all changes will be effective upon the posting of the amended Terms on our website or mobile application. You should regularly review this agreement, as your continued use of the PopUp Platform shall constitute your consent to the changes. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms.
- (g) **Resolving Complaints and Damage Claims.** PopUp may, but is not obligated, to attempt to resolve any dispute between Members, including any dispute regarding damage to real or personal property

("Damage Claim"). You agree that PopUp may seek to recover from you under any insurance policies you maintain and that PopUp may also pursue against you any remedies it may have available under applicable law. You agree to cooperate in good faith, provide any information PopUp requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to the provision or use of Cleaning Services.

- (h) **Member Accounts.** You must register an account to access and use many features of the PopUp Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the PopUp Platform under the laws of the United States, your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify PopUp if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.
- (i) **Disclaimer of Warranties.** We provide the PopUp Platform and all Content "as is" without warranty of any kind and we disclaim all warranties, whether express or implied. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any Client, Cleaner, Cleaning Services or third party; (ii) we do not warrant the performance or non-interruption of the PopUp Platform; and (iii) we do not warrant that verification, identity or background checks conducted on Members (if any) will identify past misconduct or prevent future misconduct. Any references to a Member or Listing being "verified" (or similar language) indicate only that the Member or PopUp has completed a relevant verification or identification process and nothing else. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.
- (j) **Limitations on Liability.** Neither PopUp (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the PopUp Platform or any Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the PopUp Platform or any Content, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the PopUp Platform, or (iv) a Request or booking for Cleaning Services, including the provision or use of Cleaning Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not PopUp has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.
- (k) In no event will PopUp's aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Members, or your use of or inability to use the PopUp Platform, any Content, or any Cleaning Services, exceed: (A) to Clients, the amount you paid as a Client during the 12-month period prior to the event giving rise to the liability, (B) to Cleaners, the amount paid to

you as a Cleaner in the 12-month period prior to the event giving rise to the liability, or (C) to anyone else, one hundred U.S. dollars (US\$100).

- (l) **These limitations of liability and damages are fundamental elements of the agreement between you and PopUp. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.**
- (m) **Indemnification. To the maximum extent permitted by applicable law, you agree to release, defend (at PopUp's option), indemnify, and hold PopUp (including PopUp Payments, other affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our Privacy Policy, (ii) your improper use of the PopUp Platform, (iii) your interaction with any Member and use or provision of Cleaning Services, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) if applicable, your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.**
- (n) **Governing Law and Venue.** These Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the arbitration agreement in Section 9(c) must be brought in state or federal court in Los Angeles, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Los Angeles, California.

9. **Dispute Resolution and Arbitration Agreement.**

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH POPUP AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION 9 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT".

- (a) **Agreement to Arbitrate.** You agree that any dispute, claim or controversy relating in any way to your access, use or provision of the Cleaning Services, the PopUp Platform, Content, to any advertising or marketing communications regarding PopUp, or to any aspect of your relationship or transactions with PopUp (collectively, "**Disputes**") will be resolved by binding arbitration administered by the American Arbitration Association ("**AAA**"), rather than in court, except as set forth in Section 9(c). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement. If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and PopUp agree that the arbitrator will decide that issue.
- (b) **Mandatory Pre-Arbitration Dispute Resolution and Notification.** At least 30 days prior to initiating an arbitration, you and PopUp each agree to notify the other party of the dispute in writing and attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to PopUp by mailing it to: 3818 Crenshaw Blvd. #437, Los Angeles, CA 90008. PopUp will send its notice of dispute to the email address associated with your PopUp account. A notice of dispute must include: the party's name and preferred contact information, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written Demand for Arbitration (available at www.adr.org) with the AAA and providing a copy to the other party as specified in the AAA Rules (available at www.adr.org).
- (c) **Exceptions to Arbitration Agreement.** You and PopUp each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial

proceeding in a court of competent jurisdiction (as defined by Section 8): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief. You and PopUp agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

- (d) **Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "**AAA Rules**") then in effect, except as modified here. The AAA Rules are available at www.adr.org. In order to initiate arbitration, a completed written demand (available at www.adr.org) must be filed with the AAA and provided to the other party, as specified in the AAA rules.
- (e) **Modification to AAA Rules - Arbitration Hearing/Location.** Any required arbitration hearing may be conducted: (i) in Los Angeles County; (ii) via phone or video conference; or (iii) if all parties agree, by solely the submission of documents to the arbitrator.
- (f) **Modification of AAA Rules - Attorney's Fees and Costs.** Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules and any applicable law. Either party may make a request that the arbitrator award attorneys' fees and costs upon proving that the other party has asserted a claim, cross-claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.
- (g) **Arbitrator's Decision.** 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 with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.
- (h) **Jury Trial Waiver.** You and PopUp acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.
- (i) **No Class Actions or Representative Proceedings.** You and PopUp acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.
- (j) **Severability.** Except as provided in Section 9(i), in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

- (k) **Changes to Agreement to Arbitrate.** If PopUp changes this Arbitration Agreement after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject that change by sending us written notice (including by email) within 30 days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and PopUp (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and PopUp.
- (l) **Survival.** This Arbitration Agreement will survive any termination of your relationship with PopUp.
- (m) **Modification.** Notwithstanding any provision in the Agreement to the contrary, we agree that if PopUp makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to PopUp.

10. **Miscellaneous.**

- (a) **Other Terms Incorporated by Reference.** Please review our Privacy Policy, incorporated herein by reference, for information regarding our collection, use and disclosure of information.
- (b) **Survival.** Parts of these Terms that by their nature survive termination, will survive termination of this agreement, including Sections 5, 7, 8 and 9.
- (c) **Interpreting these Terms.** Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms (including those items incorporated by reference) constitute the entire agreement between PopUp and you pertaining to your access to or use of the PopUp Platform and supersede any and all prior oral or written understandings or agreements between PopUp and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and PopUp. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated in Section 9(i) above, such provision will be struck and will not affect the validity and enforceability of the remaining provisions. Where the word “will” is used in these Terms it connotes an obligation with the same meaning as “shall.”
- (d) **No Waiver.** PopUp’s failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.
- (e) **Assignment.** Clients and Third Party Cleaners may not assign, transfer or delegate this agreement or your rights and obligations hereunder without PopUp's prior written consent. PopUp may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days’ prior notice.
- (f) **Notice.** Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by PopUp via email, PopUp Platform notification, messaging service (including SMS), or any other contact method we enable and you provide.
- (g) **Third-Party Services.** The PopUp Platform may contain links to third-party websites, applications, services or resources (“**Third-Party Services**”) that are subject to different terms and privacy practices. PopUp is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.
- (h) **PopUp Platform Content.** Content made available through the PopUp Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. The following applies to all Clients and Third Party Cleaners:

- i. You acknowledge that all intellectual property rights for that Content are the exclusive property of PopUp and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices.
 - ii. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the PopUp Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms.
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