

Treehouse Terms of Service

Last Updated: June 6, 2022

Welcome, and thank you for your interest in Drive Technologies, Inc. dba Treehouse ("Treehouse," "Drive," "we," or "us") and our website at www.treehouse.pro, along with our related websites, hosted applications, and other services provided by us (collectively, the "Service"). These Terms of Service are a legally binding contract between you and Treehouse regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING TREEHOUSE'S PRIVACY POLICY [[HTTPS://TREEHOUSE.PRO/PRIVACY.PDF](https://treehouse.pro/privacy.pdf)] (TOGETHER, THESE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND TREEHOUSE'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY TREEHOUSE AND BY YOU TO BE BOUND BY THESE TERMS.

YOU AGREE TO RECEIVE TEXTS/CALLS FROM OR ON BEHALF OF TREEHOUSE AT THE PHONE NUMBER YOU PROVIDE TO US. THESE TEXTS/CALLS WILL INCLUDE MARKETING AND OPERATIONAL MESSAGES REGARDING THE SERVICE. YOU UNDERSTAND AND AGREE THAT THESE TEXTS/CALLS MAY BE CONSIDERED TELEMARKETING UNDER APPLICABLE LAW, THEY MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER AUTOMATED TECHNOLOGY, AND YOUR CONSENT IS NOT A CONDITION OF ANY PURCHASE.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 15, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND TREEHOUSE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

- 1. Treehouse Service Overview.** Treehouse provides an online platform where you can purchase electric vehicle-related products and services ("**Products**"). Products may be subject to additional terms and conditions, which will be provided to you at the time of purchase.
- 2. Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
- 3. Accounts and Registration.** To access certain features of the Service, you may have to register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, home address, email address, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality

of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at hello@treehouse.pro.

4. **General Payment Terms.** Certain features of the Service may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable unless otherwise specifically provided for in these Terms.
- 4.1 **Price.** Treehouse reserves the right to determine pricing for the Service and any Products. We will make reasonable efforts to keep pricing information published on the Service up to date. We encourage you to check our pricing page (available at www.treehouse.pro) periodically for current pricing information. We may change the fees for any Product or any feature of the Service, including additional fees or charges, if we give you advance notice of changes before they apply. Treehouse, at its sole discretion, may make promotional offers with different features and different pricing to any of Treehouse's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.
- 4.2 **Authorization.** You authorize Treehouse to charge all sums for the orders that you make through or for the Service and for any Subscription Service (as defined below) you purchase as described in these Terms or published by Treehouse, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, then Treehouse may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.
- 4.3 **Limited Service.** You may purchase limited access to certain portions of the Service for the period of time ("**Limited Service Term**") and for the fees set forth on our pricing page (available at www.treehouse.pro).
- 4.4 **Subscription Service.** The Service may include certain subscription-based plans ("**Subscription Service**") with automatically recurring payments for periodic charges ("**Subscription Fee**"). The "**Subscription Billing Date**" is the date when you purchase your first subscription to the Service. The Subscription Service will begin on the Subscription Billing Date and continue for the subscription period that you select on your account (such period, the "**Initial Subscription Period**"), and will automatically renew for successive periods of the same duration as the Initial Subscription Period (the Initial Subscription Period and each such renewal period, each a "**Subscription Period**") unless you cancel the Subscription Service or we terminate it as set forth in these Terms. If you activate a Subscription Service, then you authorize Treehouse or its third-party payment processors to periodically charge, on a going-forward basis and until cancellation of the Subscription Service, all accrued sums on or before the payment due date. Your account will be charged automatically on the Subscription Billing Date and thereafter on the renewal date of your Subscription Service for all applicable fees and taxes for the next Subscription Period. You must cancel your Subscription Service at least 30 days before it renews in order to avoid billing of the next periodic Subscription Fee to your account. Treehouse or its third-party payment processor will bill the periodic Subscription Fee to the payment method associated with your account or that you otherwise provide to us. You may cancel the Subscription Service by contacting us at hello@treehouse.pro. YOUR CANCELLATION MUST BE RECEIVED AT LEAST 30

DAYS BEFORE THE RENEWAL DATE IN ORDER TO AVOID CHARGE FOR THE NEXT SUBSCRIPTION PERIOD.

4.5 **Delinquent Accounts.** Treehouse may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees. If your payment method is no longer valid at the time a renewal Subscription Fee is due, then Treehouse reserves the right to delete your account and any information associated with your account without any liability to you.

4.6 **Refunds.** Treehouse may choose to offer refunds for the Products at its sole discretion. For installation services, deposits are refundable until the installation is scheduled.

5. Licenses

5.1 **Limited License** Subject to your complete and ongoing compliance with these Terms, Treehouse grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service.

5.2 **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.

5.3 **Feedback.** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Treehouse an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

6. **Ownership; Proprietary Rights.** The Service is owned and operated by Treehouse. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Treehouse ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Service are the property of Treehouse or its third-party licensors. Except as expressly authorized by Treehouse, you may not make use of the Materials. There are no implied licenses in these Terms and Treehouse reserves all rights to the Materials not granted expressly in these Terms.

7. Third-Party Terms

7.1 **Third-Party Services and Linked Websites.** Treehouse may provide tools through the Service that enable you to export information to third-party services. By using one of these tools, you hereby authorize Treehouse to transfer that information to the applicable third-party service.

Third-party services are not under Treehouse’s control, and, to the fullest extent permitted by law, Treehouse is not responsible for any third-party service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under Treehouse’s control, and Treehouse is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any information with such third-party services. Once sharing occurs, Treehouse will have no control over the information that has been shared.

- 7.2 **Third-Party Software.** The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“**Third-Party Components**”). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

8. **Communications**

- 8.1 **Text Messaging & Phone Calls.** You agree that Treehouse and those acting on our behalf may call and send you text (SMS) messages at the phone number you provide us. These calls and messages may include operational calls or messages about your use of the Service, as well as marketing calls or messages. Calls and text messages may be made or sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such calls or messages, as specified by your carrier. IF YOU WISH TO OPT OUT OF MARKETING CALLS AND TEXT MESSAGES FROM TREEHOUSE, YOU CAN EMAIL hello@treehouse.pro OR TEXT THE WORD “STOP” TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES. IF YOU WISH TO OPT OUT OF ALL CALLS AND TEXT MESSAGES FROM TREEHOUSE, YOU CAN EMAIL hello@treehouse.pro OR TEXT THE WORD “STOPALL” TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive calls and text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing calls and texts is not a condition of any purchase on or use of the Service.

- 8.2 **Email.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

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

- 9.1 use the Service or purchase any Product for any illegal purpose or in violation of any local, state, national, or international law;
- 9.2 violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

- 9.3 access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Treehouse;
- 9.4 interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- 9.5 interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- 9.6 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission, or falsifying your age or date of birth;
- 9.7 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials; or
- 9.8 attempt to do any of the acts described in this Section 9 or assist or permit any person in engaging in any of the acts described in this Section 9.
- 10. Modification of Terms.** We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. We may require that you accept modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should discontinue your use of the Service and contact us at hello@treehouse.pro to cancel your Subscription Service (if any), in which case, we will provide you with a pro-rata refund for any pre-paid fees paid by you for the terminated portion of the Subscription Period. Except as expressly permitted in this Section 10, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms.
- 11. Term, Termination, and Modification of the Service**
- 11.1 **Term.** These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 11.2.
- 11.2 **Termination.** If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. Upon the expiration of the Limited Service Term, these Terms and your authorization to access the portions of the Service provided or otherwise made available to you during the Limited Service Term will automatically terminate. In addition, Treehouse may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination

except as expressly set forth in this Section 11. You may terminate your account and these Terms at any time by contacting customer service at hello@treehouse.pro. If we terminate these Terms for convenience, we will provide you with a pro-rata refund for any pre-paid fees paid by you for the terminated portion of the Subscription Period (if any).

- 11.3 **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Treehouse any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 5.3, 6, 11.3, 12, 13, 14, 17, and 18 will survive. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.
- 11.4 **Modification of the Service.** Treehouse reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Treehouse will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service, except as expressly set forth in Section 11.2.
12. **Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Treehouse, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the “**Treehouse Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys’ fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.
13. **Disclaimers; No Warranties by Treehouse**
- 13.1 THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. TREEHOUSE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. TREEHOUSE DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND TREEHOUSE DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

- 13.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR TREEHOUSE ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE TREEHOUSE ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE (INCLUDING THE RECOMMENDATIONS AND ADVICE PROVIDED OR OTHERWISE MADE AVAILABLE TO YOU BY ANY OF THE TREEHOUSE ENTITIES THROUGH THE SERVICE) AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA. WE ARE NOT IN ANY WAY RESPONSIBLE OR LIABLE TO YOU FOR ANY ACTS OR OMISSIONS YOU TAKE WITH RESPECT TO THE ADVICE AND/OR RECOMMENDATIONS PROVIDED OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, AND YOU WILL AT ALL TIMES EXERCISE YOUR BEST JUDGMENT BEFORE RELYING OR ACTING UPON ANY SUCH ADVICE AND/OR RECOMMENDATIONS. IF ANY THIRD PARTIES ARE RECOMMENDED BY US OR REFERRED TO YOU BY US, WE ARE NOT RESPONSIBLE FOR ANY OF THEIR ACTS OR OMISSIONS.
- 13.3 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 13 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Treehouse does not disclaim any warranty or other right that Treehouse is prohibited from disclaiming under applicable law.
- 13.4 You represent and warrant that any and all data and information that you provide, transmit, disclose, or otherwise make available to us through or in connection with the Service is true, correct, and accurate in all material respects.

14. Limitation of Liability

- 14.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TREEHOUSE ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY TREEHOUSE ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- 14.2 EXCEPT AS PROVIDED IN SECTIONS 15.5 AND 15.6 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE TREEHOUSE ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (a) THE AMOUNT YOU HAVE PAID TO TREEHOUSE FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (b) US\$100.
- 14.3 EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN

ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. Dispute Resolution and Arbitration

- 15.1 **Generally.** Except as described in Section 15.2 and 15.3, you and Treehouse agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND TREEHOUSE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- 15.2 **Exceptions.** Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- 15.3 **Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 15 within 30 days after the date that you agree to these Terms by sending a letter to Drive Technologies, Inc., Attention: Legal Department – Arbitration Opt-Out, 2435 Burns Ave., Detroit, Michigan 48214 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Once Treehouse receives your Opt-Out Notice, this Section 15 will be void and any action arising out of these Terms will be resolved as set forth in Section 16.2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.
- 15.4 **Arbitrator.** This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (collectively, "**AAA Rules**") as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Treehouse.
- 15.5 **Commencing Arbitration.** Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). Treehouse's address for Notice is: Drive Technologies, Inc., 2435 Burns Ave., Detroit, Michigan 48214. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute;

and (c) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Treehouse may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, Treehouse will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if the Company has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and the other party may seek reimbursement for any fees paid to AAA.

- 15.6 **Arbitration Proceedings.** Any arbitration hearing will take place in the county and state of your residence unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your residence. During the arbitration, the amount of any settlement offer made by you or Treehouse must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
- 15.7 **Arbitration Relief.** Except as provided in Section 15.8, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by Treehouse before an arbitrator was selected, Treehouse will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000. The arbitrator’s award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator’s award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator’s application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.
- 15.8 **No Class Actions.** YOU AND TREEHOUSE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Treehouse agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.
- 15.9 **Modifications to this Arbitration Provision.** If Treehouse makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Treehouse’s address for Notice of Arbitration, in which case your account with Treehouse will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- 15.10 **Enforceability.** If Section 15.8 or the entirety of this Section 15 is found to be unenforceable, or if Treehouse receives an Opt-Out Notice from you, then the entirety of this Section 15 will be

null and void and, in that case, the exclusive jurisdiction and venue described in Section 16.2 will govern any action arising out of or related to these Terms.

16. Miscellaneous

- 16.1 **General Terms.** These Terms, including the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Treehouse regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- 16.2 **Governing Law.** These Terms are governed by the laws of the State of Delaware without regard to conflict of law principles. You and Treehouse submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Wayne County, Michigan for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in Michigan, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
- 16.3 **Privacy Policy.** Please read the Treehouse Privacy Policy [<https://treehouse.pro/privacy.pdf>] (the “**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Treehouse Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- 16.4 **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 16.5 **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 16.6 **Contact Information.** The Service is offered by Drive Technologies, Inc., located at 2435 Burns Ave., Detroit, Michigan 48214. You may contact us by emailing us at hello@treehouse.pro or by calling us at (323) 577-6795.

- 16.7 **Notice to California Residents.** If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- 16.8 **No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.
- 16.9 **International Use.** The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.