

## Terms of Service

Last Updated: June 21, 2025

**THE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.**

Join Sorted, Inc. (“Sorted,” “we,” “us,” “our”) provides its services (described below) to you through its website located at JoinSorted.com (the “Site”) and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

Please read these Terms of Service carefully, as they contain an agreement to arbitrate and other important information regarding your legal rights, remedies, and obligations. The agreement to arbitrate requires (with limited exception) that you submit claims you have against us to binding and final arbitration, and further (1) you will only be permitted to pursue claims against Sorted on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

When using certain aspects of the Services or using certain Services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, our Privacy Policy. All such terms are hereby incorporated by reference into these Terms of Service.

The Services consist of an online marketplace and platform through which Professional Organizers (“Sorters”) may offer Organizational Services for sale to Clients, and Clients may purchase such Organizational Services. While Sorted strives to high standards of service, you acknowledge and agree that: (1) Sorted is not a party to any agreements entered into between Sorters and Clients, (2) Sorted only provides certain tools to facilitate the purchase, sale and provision of Organizational Services, (3) Clients contract for Organizational Services directly with Sorters (4) Sorted is not a broker, agent (except as expressly set forth below) or insurer, and (5) Sorted disclaims all liability for the conduct of Sorters, Clients, or any other Users of the

Site or Organizational Services. Different sections of the Site and Terms of Service affect Sorters and Clients differently, so please be sure to read these Terms of Service carefully.

### **Key Terms**

“User” “you” or “your” means a person, organization or entity using the Services, including Clients and Sorters.

“Client(s)” means an individual who completes Sorted’s form process to purchase Organizational Services on the Site for the purpose of obtaining such Organizational Services.

“Sorter(s)” means a person who completes Sorted’s form process to sell Organizational Services on the Site.

“Organizational Services” means any organizational services provided by a Sorter for sale on the Site.

### **Access and Use of the Service**

**Services Description:** Sorted’s Service is an online marketplace, designed for Clients to find and book Organizational Services, and for Sorters to market and sell their Organizational Services. As the provider of an online marketplace, Sorted does not own, create, sell, resell, control, or manage any Organizational Services. Sorted’s responsibilities are limited to: (i) providing the Site as an online marketplace and platform to facilitate the sale and purchase of Organizational Services, and (ii) serving as the limited agent of each Sorter for the purpose of accepting payments from a Client on behalf of the Sorter. There are risks that you assume when dealing with other Users (including those who may be acting under false pretenses). While Sorted strives to provide a safe and welcoming environment for its Users, you agree that all of these risks are ultimately borne by you, and not Sorted. Sorted does not control the behavior of Users or the quality of the Organizational Services. As a result, Sorted cannot guarantee the authenticity, quality, safety, legality, or appropriateness of the Organizational Services.

**Your Registration Obligations:** You will be required to register with Sorted in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy. You must be of legal age to form a binding contract to register for the Service (in many jurisdictions, this age is 18). If you are not yet of legal age to form a binding contract, then you must get your Client to read these Terms of Service and agree to them for you before you use the Service.

**Modifications to Service:** Sorted reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Sorted will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**General Practices Regarding Use and Storage:** You acknowledge that Sorted may establish general practices and limits concerning use of the Service, including without limitation the

maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Sorted's servers on your behalf. You agree that Sorted has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Sorted reserves the right to terminate accounts (if applicable) that are inactive for an extended period of time. You further acknowledge that Sorted reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### **Your Conduct on the Sorted Platform**

By using Sorted, you agree to:

- Use the platform lawfully and only for its intended purpose: organizing and related home services.
- Not arrange or accept services with a client or organizer outside of the Sorted platform.
- Not use Sorted to promote or solicit competing services.
- Not upload viruses, malicious code, or attempt to disrupt the platform.
- Not impersonate others, create multiple accounts, or provide false information.
- Not post spam, unauthorized promotions, or misleading reviews.
- Not share or solicit sensitive personal information (e.g., passwords, banking info).
- Not post content that is harassing, abusive, defamatory, obscene, or illegal.
- Not interfere with other users' use of the platform or Sorted's ability to provide services.

### **Certain Sorter Obligations**

As a Sorter, you must provide Sorted with any information requested in order for Sorted to list your Organizational Services through its Services including but not limited to a description of the Organizational Services and the price for the Organizational Services. Sorted has sole discretion as to which Organizational Services we list on the marketplace and we reserve the right to reject any Organizational Services or remove Organizational Services from the marketplace for any reason. Additionally, Sorted has discretion to edit Organizational Services descriptions as needed to conform them to our marketplace standards. Sorted has sole discretion as to which Sorters are accepted into the marketplace and we reserve the right to reject any potential Sorter and remove or suspend any Sorter from the marketplace for any reason. Sorted may, but is not required to, conduct background checks on and interviews of Sorters in its discretion and solely for its own benefit. As a Sorter, you agree to provide written and/or electronic consent to such background checks and to participate truthfully in such interviews.

Each Sorter is solely responsible for obtaining all licenses and other permissions required to offer or provide any Organizational Services and Sorted assumes no responsibility for a Sorter's failure to obtain such licenses or permissions or otherwise comply with any applicable laws, rules or regulations.

You understand and agree that Sorted is not an insurer, agent or employer for you as a Sorter. If a Client purchases any of your Organizational Services, any agreement you enter into with such

Client is between you and the Client, and Sorted is not a party thereto. Notwithstanding the foregoing, Sorted is authorized to serve as your limited agent purely for the purpose of accepting payments from Clients on your behalf and transmitting such payments to you (minus our Fees). You acknowledge and agree that, as a Sorter, you are responsible for your own acts and omissions while using the Services.

### **Certain Client Obligations**

To support a productive, efficient, and safe organizing experience, Clients are expected to prepare the space, make necessary arrangements, and maintain basic housekeeping and safety standards including but not limited to those outlined below. Clients and Sorters acknowledge Sorted is not responsible or liable for the conduct, decisions, or conditions maintained by either the Client or the Sorter. All service-related decisions are made at the sole discretion of the Sorter.

#### General Preparation and Accessibility

- a. Ensure the organizing area is clean, fully accessible, and free of excessive clutter or debris.
- b. Make necessary prior arrangements to minimize disruptions during the session (e.g., child care, pet care, or rescheduling other household activities).
- c. Be on time and remain available for the entire duration of the scheduled session.

#### Health and Safety Requirements

- a. Maintain a safe and sanitary environment for the Sorter to work in, including addressing any known hazards in advance.
- b. Spaces must be free of pest infestations, including but not limited to rodents, insects, or mold.
- c. The Client is responsible for maintaining general cleanliness and basic hygiene standards throughout the home.
- d. All pets must be safely secured in a separate area away from the organizing zone.

#### Firearms and Dangerous Items

- a. Sorters may not handle, transport, or store firearms or weapons of any kind.
- b. The Client is responsible for ensuring all firearms on the premises are properly stored and secured before any session begins.
- c. If a firearm is discovered without prior notification, the Sorter reserves the right to halt the session until the issue is resolved.

#### Prohibited Substances

The Client must ensure that all organizing areas are free from illegal substances and improperly stored medications prior to the start of any session.

#### Scope and Safety Determination

- a. The Sorter retains the right to assess the work environment and determine whether conditions fall within the scope of services.

- b. The Sorter reserves the right to pause or reschedule any session if the work environment is deemed unsafe or unsanitary due to issues including but not limited to: rodent or insect activity, mold, excessive debris, or lack of general cleanliness and safety.
- c. In such cases, the Client will remain responsible for the cost of any time incurred on-site prior to the session being paused or ended. Sessions may be resumed once conditions are professionally addressed and verified by the Sorter.

Sorted does not inspect Client spaces and shall not be held liable for any determinations or actions taken by Sorters or Clients regarding environmental safety or service suitability.

### **Payment Terms**

**General:** Each Client agrees to pay all applicable fees for Organizational Services (“Fees”) as set forth on the Site. All Fees are payable in the currency specified on the Site at the time of purchase. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on Company’s net income. Client hereby authorizes Sorted to bill Client’s payment instrument upon confirmation of a purchase, and Client further agrees to pay any charges so incurred. If Client disputes any charges you must let Sorted know within sixty (60) days after the date that Sorted charges you.

**Sorter Payment:** Sorted will transfer the Fees to Sorter’s Paypal and/or Stripe or bank account for each sale of Organizational Services (or multiple Organizational Services, as applicable) to a Client within a reasonable period of time, minus Sorted’s service fees (“Sorted Fee”). In order to transfer funds to Sorter’s Paypal and/or Stripe account (or bank account), Sorter shall sign up for a Paypal and/or Stripe account (provide respective bank account information). Sorted’s fees will be included in the total payment amount at the time of booking. Payments are sent via PayPal and/or Stripe within 15 days after the service is completed.

Sorted has discretion to act on behalf of the Client, and to not transfer the Fees to Sorter, if Client reports that the Organizational Services were not provided or adequately completed. This may include but is not limited to circumstances where a Sorter did not arrive for Organizational Services or Organizational Services were of insufficient quality. Sorted will independently review such cases, seeking input from the Client and/or the Sorter, and may decide at its sole discretion to issue a refund to the Client. All determinations of Sorted with respect to a refund shall be final and binding on the Client and Sorter.

Additional refund and scheduling policies:

#### *Virtual Consultations*

**No-Show:** Consultation fees are non-refundable if the Client misses the scheduled call without at least 12 hours' notice.

**Rescheduling:** The Client may reschedule the consultation at no additional cost.

**Refunds:** If the Client decides to not move forward after the consultation, the Client is eligible for a full refund within 24 hours of the call. After this period, no refunds will be issued. Additionally, if the Client does not schedule the call within 14 days, no refunds will be issued.

### *Organizing Sessions*

No Refunds: Payments for organizing sessions are non-refundable.

No-Show: If the Client misses the scheduled session, the session fee is non-refundable, and the Client must pay an additional one-hour fee at the Sorter's hourly rate to reschedule.

General Rescheduling: The Client may reschedule at no additional cost with at least 48 hours' notice.

Pausing / Rescheduling during a Session: The Sorter reserves the right to pause or reschedule any session if the work environment is deemed unsafe or unsanitary. In such cases, the Client will remain responsible for the cost of any time incurred on-site prior to the session being paused or ended. Sessions may be resumed once conditions are professionally addressed and verified by the Sorter.

Limited Payment Collections Agent: Each Sorter appoints Sorted as the Sorter's limited payment collection agent solely for the purpose of accepting the Fees from Client. Each User agrees that payment of Fees by a Client to Sorted, as that Sorter's limited payment collection agent, shall be considered the same as a payment made directly by such Client to the relevant Sorter and the Sorter will provide the relevant Organizational Services to the Client, as outlined on the Site, as if the Sorter had received payment directly. Sorted, as limited payment collection agent for the Sorter, agrees to facilitate the payment of any Fees (less the Sorted Fee) for Organizational Services pursuant to these Terms of Service unless otherwise agreed between Sorted and the Sorter. In the event that Sorted does not remit such amounts, the Sorter will have recourse only against Sorted.

### **New Client Promotions**

Customers who book and pay for a consultation call with Sorted during specified promotional periods are eligible to receive a promotional discount or credit on their first organizing session. To qualify for the promotion, the organizing session must be scheduled within 48 hours after the consultation call. This offer is valid for new customers only and is non-transferable. Additional terms and restrictions may apply. Sorted reserves the right to modify or terminate this promotion at any time.

### **Conditions of Use**

User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Sorted. Sorted reserves the right to investigate and take appropriate legal action against anyone who, in Sorted's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

You agree to not use the Service to:

email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Sorted, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Sorted or its users to any harm or liability of any type; interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or violate any applicable local, state, national or international law, or any regulations having the force of law; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone in violation of our Privacy Policy; harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized; further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

### **Photographs and Promotional Use**

As part of the organizing service, the assigned Organizer ("Sorter") may take photos of the client's space before, during, and after the session to document the work completed. By using the Sorted service, clients grant Sorted and its affiliates the right to use these photos for

marketing, promotional, and other commercial purposes, including but not limited to social media, advertising, and the Sorted website.

Clients may opt out of promotional photo use by notifying Sorted at [info@joinsorted.com](mailto:info@joinsorted.com) before or immediately after their session.

### **Intellectual Property Rights**

**Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Sorted, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. For the sake of clarity, you acknowledge and agree that Organizational Services constitute Service Content, not User Content. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Sorted from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Sorted, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Sorted.

Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Sorted name and logos displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Sorted name and logos will inure to our exclusive benefit.

**Third Party Material:** Under no circumstances will Sorted be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Sorted may, but is not required to, pre-screen content, and Sorted and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Sorted and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Sorted, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content Transmitted Through the Service: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. You shall retain any intellectual property rights that you hold in your User Content, and Sorted does not claim any ownership (copyright, trademark, or otherwise) over your User Content. By submitting, posting or otherwise uploading User Content on or through the Services you give Sorted a worldwide, nonexclusive, perpetual, irrevocable, fully sub-licensable, royalty-free right and license as set below:

with respect to User Content that you submit, post or otherwise make publicly or generally available via the Service (e.g. public forum posts), the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such User Content (in whole or part) worldwide via the Services or otherwise, and/or to incorporate it in other works in any form, media, or technology now known or later developed for any legal business purpose; and with respect to User Content that you submit, post or otherwise transmit privately via the Services (e.g. via private lessons or messages with other Users), the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display such User Content for the sole purpose of enabling Sorted to provide you with the Services.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to Sorted are non-confidential and Sorted will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Sorted may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Sorted, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Complaints: Sorted respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Sorted of your infringement claim in accordance with the procedure set forth below.

Sorted will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Sorted’s Copyright Agent at [info@joinsorted.com](mailto:info@joinsorted.com) (Subject line: “DMCA Takedown Request”).

To be effective, the notification must be in writing and contain the following information:  
an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;  
a description of the copyrighted work or other intellectual property that you claim has been infringed;  
a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service; your address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

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

your physical or electronic signature; identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Southern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Sorted will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Sorted has adopted a policy of terminating, in appropriate circumstances and at Sorted's sole discretion, users who are deemed to be repeat infringers. Sorted may also at its sole discretion limit access

to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **Third Party Websites**

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Sorted has no control over such sites and resources and Sorted is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Sorted will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Sorted is not liable for any loss or claim that you may have against any such third party.

### **Indemnity and Release**

You agree to release, indemnify and hold Sorted and its affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

### **Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SORTED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SORTED MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. YOU ACKNOWLEDGE AND AGREE THAT ANY CRIMINAL BACKGROUND CHECKS CONDUCTED BY SORTED ON SPECIALISTS ARE SOLELY FOR ITS OWN BENEFIT. SORTED MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS ON THE SITE OR SERVICE.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SORTED WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SORTED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL SORTED'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID SORTED IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR 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 OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

### **Liability Insurance**

Sorter acknowledges that Sorted will not carry any liability insurance on behalf of Sorter. Sorter will maintain in force adequate liability insurance to protect Sorter from claims of personal injury (or death) or tangible or intangible property damage (including loss of use) that arise out of any act or omission of Sorter.

### **DISPUTE RESOLUTION BY BINDING ARBITRATION:: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS**

Agreement to Arbitrate: This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or

claims that have arisen or may arise between you and Sorted, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and Sorted are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

**Prohibition of Organizational Services and Representative Actions and Non-Individualized Relief:** YOU AND SORTED AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SORTED AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

**Pre-Arbitration Dispute Resolution:** Sorted is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at [Sorted@science-inc.com](mailto:Sorted@science-inc.com). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sorted and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sorted may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sorted or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sorted is entitled.

**Arbitration Procedures:** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <https://www.adr.org/>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [https://www.adr.org/consumer\\_arbitration](https://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms

of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sorted and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sorted agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

**Costs of Arbitration:** Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Sorted will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sorted will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sorted will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

**Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the

entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms of Service will continue to apply.

**Future Changes to Arbitration Agreement:** Notwithstanding any provision in these Terms of Service to the contrary, Sorted agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Sorted written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

### **Termination**

You agree that Sorted, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Sorted believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Sorted may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Sorted may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Sorted will not be liable to you or any third party for any termination of your access to the Service.

### **User Disputes**

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Sorted will have no liability or responsibility with respect thereto. Sorted reserves the right, but has no obligation, to become involved in any way it deems necessary with disputes between you and any other user of the Service.

### **General**

These Terms of Service constitute the entire agreement between you and Sorted and govern your use of the Service, superseding any prior agreements between you and Sorted with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Sorted agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Southern California. The failure of Sorted to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right

or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Sorted, but Sorted may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

### **Your Privacy**

At Sorted, we respect the privacy of our users. For details please see our Privacy Policy at [www.JoinSorted.com](http://www.JoinSorted.com). By using the Service, you consent to our collection and use of personal data as outlined therein.

### **Notice for California Users**

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

### **Questions? Concerns? Suggestions?**

Please contact us at [info@JoinSorted.com](mailto:info@JoinSorted.com) to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.