

# Terms of Services

Last Updated: May 1, 2020

## 1. Acceptance of Terms; Modification of Terms

Welcome to Engre (the “**Website**”), a web-based application owned and operated by Pica Trebax Inc. (“**Engre**”, “**we**”, “**us**” or “**our**”) connecting our customer (each, a “**Client**”) with a network of engineering service providers (each, an “**Provider**”). This Terms of Services (these “**Terms**”) and our Privacy Policy available at [https://engre.co/static/Privacy\\_Policy\\_\(Engre\).pdf](https://engre.co/static/Privacy_Policy_(Engre).pdf) (collectively, the “**Agreement**”) binds you or the entity you represent (“**User**”, “**you**” or “**your**”) to the terms and conditions set forth herein when you use or access the Website or any of our software, applications, sites, materials, products, tools and other offerings (collectively, the “**Services**”). If you wish to use our Services, you must read, comply with and agree to be bound by the terms of this Agreement. If you object to anything in this Agreement, do not use our Services.

We may in our sole discretion modify these Terms from time to time. We will notify you by email or post the revisions through the Services. Your continued use of the Services after the effective date of an updated version of these Terms will indicate your acceptance of these Terms as modified.

**ARBITRATION NOTICE: WHEN YOU AGREE TO THIS AGREEMENT YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND US THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 14 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).**

## 2. How the Services Works

Our Website provides a platform that connects Providers and Clients who are interested in purchasing the applicable engineering services offered by the Providers (the “**Provider Services**”). Subject to the terms hereunder, Engre provides the Services to Users of the Website, including hosting and maintaining the Website, facilitation the formation of any service contract between Provider and Client (each, a “**Service Contract**”), and assisting Users in resolving disputes which may arise in connection with the Service Contracts. When you enter into a Service Contract, you will use the features offered in the Website to invoice and pay any amounts owed under the Service Contract.

For Providers, we offer various hosted products to support the provision of the Provider Services, including scheduling, billing and communication tools. Each Provider has a profile page (“**Profile**”) where potential Clients can read about the Provider’s background, billable, rates, communicate with Providers and negotiate a Service Contract.

For Clients, we provide a platform to find a network of independent contractor Providers.

Our Services are separate and distinct from the Provider Services. We are not in the business of selling or providing engineering services, and we are not a party to any Service Contract between Providers and Clients. Without limitation, you are solely responsible for (a) ensuring the accuracy and legality of any User Content (defined below), (b) determining the suitability of any Service Contract, (c) negotiating, agreeing to, and executing any terms or conditions of Service Contracts, (d) if you are a Provider, performing Provider Services, or (e) if you are a Client, paying for the fees owned under the applicable Service Contracts.

Engre does not make any representations about or guarantee the truth or accuracy of any Provider's or Client's listings or other User Content on the Website; does not verify any feedback or information provided by any Users about Providers or Clients; and does not vet or otherwise perform background checks on Providers or Clients. Engre makes no representations about and does not guarantee, and you agree not to hold Engre responsible for, the quality, safety, or legality of Provider Services; the qualifications, background, or identities of Users; the ability of Providers to deliver Provider Services; the ability of Clients to pay for Provider Services; User Content, statements or posts made by Users; or the ability or willingness of a Client or Provider to actually complete a transaction.

Users of the Website may be able to review Profiles as an unregistered User of our Services; however, if you wish to enter into a Service Contract or, as a Provider, to create a Profile, you must first register an account (such User, a **"Registered User"**).

We reserve the right to restrict any Services only to Registered Users and discontinue any product or Services at will.

### **3. Registration and Eligibility**

To become a Registered User, you must create an account with us ("**Account**"). Engre offers the Website and the Services for your business purpose only and not for personal, household, or consumer use. You hereby represent that you (a) have or are an employee or agent of and authorized to act for an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity); (b) will use the Website and Services for business purposes only; (c) in your capacity as a Provider, will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and the provision of Provider Services; and (d) a legal entity or an individual 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) who can form legally binding contracts.

You agree that you will supply accurate and complete information to Engre, and that you will update that information promptly after it changes. A Registered User may not have more than one active account. We reserve the right to suspend or terminate your account and your access to our Services for any reason.

#### **A. Registered User – Clients Account**

You can register for an Account or add an Account type to use the Website and Services as a Client (a **"Client Account"**). As a Client, you will have the ability to search Providers, communicate with Providers and use any other services that we make available to the Clients. Additional terms and conditions of service may be contained within your Client account if Engre provides services other than those described in these Terms.

#### **B. Registered User – Provider Account**

You can register for an Account or add an Account type to use the Website and Services as a Provider (a **"Provider Account"**). You will have access to tools that enable you to manage your Profile. In addition, you will have the opportunity to apply for a Profile. Acceptance for Profile is at our sole discretion and we may remove Profiles from our Website at any time for any reason. Any Profile you post (i) must not breach any agreements you have entered into with anyone, including this Agreement; and (ii) must contain accurate, current and complete information.

### C. Independent Contractor Status

Providers are not employees or agents of Engre but are independent contractors who operate a separate and distinct business from Engre. As such, we do not endorse or control the Providers, the manner or method of which the Provider providing services to you, exercise no control over your working relationship with the Providers and do not warrant your safety or the service of any Providers. We urge all Users of our Services to be responsible and careful about their use of our Services, any transaction entered into as a result of our Services and interactions with other Users. Engre is not responsible for (i) verifying or authenticating a Provider's credentials, expertise, or background, or (ii) the quality, content, advice, information provided by Provider, or any other conduct, act or omission of an Provider in connection with the Provider Services.

## 4. **Service Contracts**

### A. Service Contracts

If a Client and Provider decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Client and Provider. Client and Provider have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract. You acknowledge, agree, and understand that Engre is not a party to any Service Contract, that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship between Engre and any Provider or a partnership or joint venture between Engre and any User.

With respect to any Service Contract, Clients and Providers may enter into any written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand Engre's rights and obligations under this Agreement.

### B. Taxes

Provider acknowledges and agrees that Provider is solely responsible (a) for all tax liability associated with payments received from such Provider's Clients through Engre ("**Provider Fees**"), and that Engre will not withhold any taxes from payments to Provider; (b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that Provider is not covered by or eligible for any insurance from Engre; (c) for determining whether Provider is required by applicable law to issue any particular invoices for the Provider Fees and for issuing any invoices so required; (d) for determining whether Provider is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Provider Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate; and (e) if outside of the United States, for determining if Engre is required by applicable law to withhold any amount of the Provider Fees and for notifying Engre of any such requirement and indemnifying Engre for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest). In the event of an audit of Engre, Provider agrees to promptly cooperate with Engre and provide copies of Provider's tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing Provider is engaging in an independent business as represented to Engre.

## 5. **Fees**

### A. Engre Service Fees

The Provider has the option to (i) pay Engre a monthly or annual subscription fee for the use of our Services ("**Subscription Fee**") or (ii) pay Engre an one-time fee for each posting of offer for Provider Services on the Website ("**Content Placement Fee**", and together with the Subscription Fee, "**Service Fee**"). Engre may offer different level of subscriptions to the Providers, each with different rights and privileges. **WE WILL NOT CHARGE YOU FOR USE OF THE SERVICE DURING THE BETA PERIOD. WE WILL PROMPTLY NOTIFY YOU VIA YOUR ACCOUNT NO LESS THAN SEVEN (7) DAYS BEFORE THE BETA PERIOD EXPIRES AND PROVIDE YOU WITH THE AVAILABLE PRICING FOR OUR SERVICE.**

B. Third Party Payment Processor

When making a payment of Provider Fee or Client Subscription Fee, as applicable, you expressly authorize us or our third-party payment processor (the "**3<sup>rd</sup> Party Payment Processor**") to charge such fees. We may ask you to supply additional information relevant to the payment of the fees, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "**Payment Information**"). Your credit card will be authorized and charged through a secured transaction or transactions handled by the 3<sup>rd</sup> Party Payment Processor. You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information.

**6. Disclaimers**

A. General Disclaimer

We disclaim all, and assume no responsibility for, evaluating or verifying the accuracy, suitability, truthfulness or authenticity of any information contained within the Profiles or of any information posted or provided by any Registered Users. We assume no responsibility for ensuring a Registered User's compliance with any applicable laws, rules and regulations or this Agreement. We are not responsible for the conduct, whether online or offline, of any User of our Services. Under no circumstances will we or any of our employees, officers, agents, advertisers or affiliates be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or our Services, any content posted on the Website or transmitted to Registered Users, or any interactions between Users of our Services, whether online or offline. We cannot guarantee and do not promise any specific results from use of our Services. You acknowledge that the Services are not designed, intended or authorized to facilitate the use of hazardous materials or engagement in hazardous activities (including without limitation those that could lead to death, personal injury or environmental damage). You will not use the Services to seek input or information for such purposes

Our Services may give you access to links to third-party websites ("**Third Party Sites**"), either directly or through Providers. We not endorse any of these Third Party Sites and do not control them in any manner. Accordingly, we do not assume any liability associated with Third Party Sites. You need to take appropriate steps to determine whether accessing a Third Party Site is appropriate, and to protect your personal information and privacy on such Third Party Site.

We cannot guarantee that each Registered User is at least the required minimum age, nor do we accept responsibility or liability for any content, communication or other use or access of our Services by persons under the age of majority in violation of this Agreement. Also, it is possible that other Registered Users or Users (including unauthorized Users, or "hackers") may post or transmit offensive or obscene materials using our Services and that you may be involuntarily exposed to such offensive and obscene materials. It also is remotely possible for others to obtain personal information about you due to your use of our Services, and that the recipient may use such information to harass or injure you. We are not responsible for the use of any personal information that you disclose using our Services. Please carefully select the type of information that you post on the Website or release to others using our Services.

WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER MEMBERS OR USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE WEBSITE, OUR SERVICES OR OTHERWISE.

#### B. Warranty Disclaimers

THE WEBSITE AND THE SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW.

UNDER NO CIRCUMSTANCES WILL ENGRE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITE OR USER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM ANY THIRD PARTY. USE OF THIS SITE IS AT USER'S SOLE RISK. YOU EXPRESSLY AGREE THAT ENGRE IS NOT RESPONSIBLE FOR ANY DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE PROVIDER SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ENGRE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY.

### 7. **Code of Conduct**

While using our Services you agree not to:

- Restrict or inhibit any other visitor or Registered User from using our Services, including, without limitation, by means of "hacking" or "cracking" or defacing any portion of our Services;
- Use our Services for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Transmit (a) any content, language, imagery, or information that is unlawful, fraudulent, threatening, harassing, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes on our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;
- Transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or our Services;
- Remove any copyright, trademark, or other proprietary rights notices contained on the Website or applied to our Services;
- "Frame" or "mirror" any part of the Website or our Services without our prior written authorization;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents;

- Harvest or collect information about Website visitors or Registered Users without their express consent;
- Create more than one profile without our express written consent;
- Permit anyone else whose account or subscription was terminated, or who is not a Registered User, to use our Services through your subscription, Username or password;
- Engage in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes;
- Transfer your account or User ID to another party without our consent;
- Be disruptive in any lesson or group instruction;
- Solicit any instructor or User to work with or for another company for employment, independent contracting services, performances, or other service; or
- Engage in any communication related to sexual conduct, nudity, or which expresses profanity.

## **8. Term and Termination**

This Agreement will remain in full force and effect while you use our Services and/or remain a Registered User. You may terminate your account at any time by ending an email to us at [support@engre.co](mailto:support@engre.co). We may terminate your access to and use of the Services, at our discretion, at any time and without notice to you.

Engre is not a party to any Service Contract between Registered Users. Consequently, you understand and acknowledge that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Service Contract entered into between you and the Provider or Client, as the case may be. If you attempt to terminate this Agreement while having one or more open Service Contracts outstanding, you agree you will continue to be bound by this Agreement until all such Service Contracts are completed and you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to Engre for any Services or such other amounts owed under this Agreement and to any Provider for any Provider Services.

## **9. Content within Our Services**

### **A. Our Proprietary Rights**

The Website and our Services contains the copyrighted material, trademarks, and other proprietary information of Engre, and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

### **B. Other Opinions and Advices, etc.**

Opinions, advice, statements, reviews, offers, or other information or content made available through our Services, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

## **10. Licenses of the Services**

Subject to your compliance with this Agreement, Engre grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to use the Website and the Services. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the Website; (ii) distribute, transfer, sublicense, lease, lend or rent the Website to any third party; (iii) reverse engineer, decompile or disassemble the Website; or (iv) make the functionality of the

Website available to multiple Users through any means. Engre reserves all rights in and to the Website not expressly granted to you under these Terms.

For the avoidance of doubt, Engre owns all the text, images, photos, audio, video, location data, and all other forms of data or communication that Engre creates and makes available in connection with the Services, including but not limited to visual interfaces, interactive features, graphics, design, compilation of User Content and all other elements and components of the Services, excluding User Content (as defined below). Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Services and Engre's Content are retained by us.

#### **11. License to Content**

For purposes of this Agreement: (i) "**Content**" means text, graphics, images, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) "**User Content**" means any Content that Registered Users provide to be made available through the Services.

By providing your User Content to the Website, you grant Engre a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, publicly display, publicly perform and distribute your User Content in connection with providing and operating the Services and for Engre's promotional purposes, subject to the Privacy Policy. Your User Content, and the use of your User Content as contemplated by this Agreement, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Engre to violate any law or regulation; and (iv) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

You agree to indemnify Engre and its affiliates, directors, officers, and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from your User Content.

The Company reserves the right to review all User Content prior to submission to the Services and to remove, edit, screen or block any media for any reason, at any time, without prior notice, at our sole discretion.

#### **11. Your Feedback**

The Registered User acknowledges and agrees that any suggestions, improvements, feedback, and/or bug fixes relating to the Services that the Registered User may suggest from time to time ("**Feedback**") shall be deemed to be owned in full by Engre, that Engre may use any or all such Feedback without restriction, and that, to the extent Registered User has any rights to the Feedback, Registered User hereby assigns such rights to Engre at no cost to Engre.

#### **12. Indemnification.**

You will indemnify and hold harmless Engre and its officers, directors, employees and agents from and against all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your use of or conduct on the Website and your use of the Services; (b) any

Service Contract entered into by you and a Provider or a Client, as the case may be; (d) failure to comply with applicable law by you or your agents; and/or (e) negligence, willful misconduct, or fraud by you or your agents. For purposes of this Section 12, your agents include any person who has apparent authority to access or use your account demonstrated by using your username and password.

### **13. Limitation of Liability**

IN NO EVENT SHALL ENGRE, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES OR ANY THIRD PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR SERVICES. IN NO EVENTS WILL THE LIABILITY OF ENGRE, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) \$2,500; OR (B) ANY SERVICE FEES RETAINED BY ENGRE WITH RESPECT TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS CLIENT OR PROVIDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **14. Dispute Resolution.**

(a) Mandatory Arbitration of Disputes. You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, “**Disputes**”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Engre agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Engre are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions and Opt-out. As limited exceptions to Section 14(a) above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, you will retain the right to opt out of arbitration entirely and litigate any Dispute if you provide us with written notice of your desire to do so by email at [support@engre.co](mailto:support@engre.co) within thirty (30) days following the date you first agree to these Terms.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for



Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org).

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We'll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Class Action Waiver. YOU AND ENGRE 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, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(f) Effect of Changes on Arbitration. Notwithstanding the provisions of Section 1 above, if Engre changes any of the terms of this Section 14 "Dispute Resolution" after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email at [support@engre.co](mailto:support@engre.co)) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Engre's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Engre in accordance with the terms of this Section 14 "Dispute Resolution" as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

(g) Severability. With the exception of any of the provisions in Section 14(e) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

## **15. Miscellaneous**

These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Hawaii, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 14 above, the exclusive jurisdiction for all Disputes that you and Engre are not required to arbitrate will be the state and federal courts located in Hawaii, and you and Engre each waive any objection to jurisdiction and venue in such courts

Any cause of action you may have with respect to your use of the Services must be commenced within one (1) year after the claim or cause of action arises.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

No waiver of by Engre of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Engre to assert a right or provision under this Agreement shall not constitute a waiver of

such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Upon termination, all provisions of this Agreement, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

All claims between the parties related to this Agreement will be litigated individually and the parties will not consolidate or seek class treatment for any claim, unless previously agreed to in writing by the parties.

### **Questions and Comments**

If you have any comments or questions on any part of the services or any part of this Agreement, please feel free to contact us at [support@engre.co](mailto:support@engre.co).

Version 1.0