

ZZ DRIGGS
GENERAL TERMS & CONDITIONS

(Effective April 22, 2021)

Welcome to ZZ Driggs! It's important to understand the terms and conditions for any site or app you access, and we're glad you've decided to review ours.

ZZ Driggs, Inc.'s General Terms & Conditions ("GTC") contain essential information regarding the rights, conditions, obligations, restriction, limitations, disclaimers, and exclusions that apply or may apply as you transact to purchase or lease furniture and/or otherwise make use of our services. Please make sure you review our GTC very carefully. We encourage you to reach out with any questions to legal@zzdriggs.com.

An Important Note: The GTC requires the binding arbitration of disputes on an individualized basis. By agreeing to these terms and conditions, you hereby waive your rights to: (a) seek relief in a court of law; (b) have disputes decided by judge or jury; and (c) participate in a class action lawsuit against ZZ Driggs Inc. Please see Section 13 for more details.

The GTC hereby incorporates ZZ Driggs, Inc.'s [Privacy Policy](#) and [Return & Cancellation Policy](#) by reference, each in its entirety. Please review our Privacy Policy and Return & Cancellation Policy very carefully, and [let us know](#) if you have any feedback or questions.

By accessing any of our Services, as defined below, you fully acknowledge and unconditionally agree to all of the following terms and conditions. Please read our GTC carefully, and don't hesitate to let us know if you have any questions.

1. **Definitions.** There are a few words and phrases that you'll see repeatedly throughout our GTC, including in the preceding introduction. Here's an explanation of those terms:
 - a. **ZZ Driggs, Inc.** (also "ZZ", "ZZ Driggs," "we", "us", "Company" and "our") is a Delaware corporation headquartered in Brooklyn, NY that curates a collection of furniture, furnishings, and other objects and items for lease and/or sale.
 - b. **"You"** (also "your" and "user") refers to you, the individual, as well as any entity or other individual on whose behalf you're acting.
 - c. **"Party"** refers to one of you or ZZ, and **"Parties"** refers collectively to you and ZZ.
 - d. For the purposes of our GTC, **"Affiliates"** means a Party's executives, employees, officers, directors, advisers, attorneys, agents, legal representatives, partners, joint ventures, parents, subsidiaries, successors, and assigns.

- e. **"Services"** refer to any and all of ZZ's websites, social media accounts, software applications, in-person events, emails, text and SMS messages, and feeds (e.g. Real Simple Syndication feeds, Atom feed), and any of the media content (e.g. articles, catalogs, photos, product descriptions) available through those Services, as well as our interior design and décor services, and any and all services pertaining to the lease and/or sale of furniture, furnishings, and other objects and items by ZZ. ZZ's **"Digital Services"** refer specifically to any and all of ZZ's technological offerings, including without limitation its websites, social media accounts, software applications, emails, text and SMS messages, and feeds, and any of the media content (e.g. articles, catalogs, photos, product descriptions) available through those Digital Services.
- f. **"Item" or "Items"** refer to any and all furniture, furnishings, and other objects and items offered for lease and/or sale by ZZ and our Affiliates.
- g. **"User Content"** refers to any text, photos, images, video, audio, and multimedia you create, modify, post, provide, upload, send, and/or share in connection with our Services. This includes but is not limited to photos or videos of one or more Items that you share with ZZ. User Content specifically does not include any user passwords, contact information, Personal Information, or Payment Information – those items are subject to their own rules, as explained in our [Privacy Policy](#) – unless such information appears (against our recommendation) in a public-facing, photo, image, item of text, audio file, video, or multimedia item.
- h. **"ZZ Content"** refers to any all code, content, materials and information that are included in and/or available through our Services (defined below) – except your User Content – in various formats, including, but not limited to, images, graphics, illustrations, photographs, posters and banners, messages, videos, audio, software, multimedia, data, text, and any other intellectual property included in our Services.
- i. **"Payment Information"** means any financially-sensitive information that can be utilized to facilitate a purchase of services, including without limitation credit/debit card information, bank account information, PIN numbers, CVC numbers, and expiration dates.
- j. Your **"Payment Method,"** refers to a valid, current, accepted means of remitting payment for Services, as permitted by ZZ. The information underlying your Payment Method (e.g. card number and expiration) constitutes Payment Information.
- k. **"Personal Information"** means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Examples of your Personal Information include your name, email address, street address, billing address, phone number, and social security number.

2. Who Can Use our Services?

- a. **Eligibility.** By accessing our Services – including, without limitation, leasing and/or purchasing Item(s) from ZZ and/or our Affiliates – you represent that you are of sound mind and body to agree to our GTC and in possession of the full rights and/or authorization to: (a) agree to our GTC, Privacy Policy, and where, applicable, our Terms & Conditions of Purchase, Terms & Conditions: Lease with Purchase Option, and Lease Contract (b) agree to and pay for any purchase and/or lease made by you, whether for your own benefit or the benefit of a third party, (c) authorize the use of your User Content, as described in this Agreement, and (d) submit any Personal Information, Payment Information, and other sensitive information provided in connection with our Services, whether for your own benefit or the benefit of a third party. You must be older than thirteen (13) years of age to make use of ZZ’s Digital Services, and to engage in a transaction with ZZ for the purchase of one or more Items; however, you must be eighteen (18) or older to engage in a transaction with ZZ for the lease of Items or for our design, consulting, concierge, and décor services.
- b. **Non-Eligibility.** We reserve the right to terminate your use of, and access to, our Services – and cancel any purchase and/or lease hereunder – for any violation of our GTC or any provision of any other agreement between you and ZZ, including without limitation agreements relating to a purchase and/or lease of one or more Items. Furthermore, you may not use our Services if you are:
 - i. Currently restricted or prohibited from using our Services;
 - ii. A past, present, or imminent competitor of ZZ and/or closely connected to one or more of our past, present, or imminent competitors;
 - iii. Acting on behalf of another person or entity without that person or entity’s permission;
 - iv. Under a legal obligation that restricts and/or precludes your use of our Services; and/or
 - v. Otherwise unwilling to fully agree to, and follow all of our GTC.
- c. **No Guarantees re: Eligibility.** While we make every effort to keep a tight-knit community based on strict eligibility criteria, we make no warranty or representation that every user satisfies our eligibility criteria; there may be ineligible individuals who still gain access to and/or use our Services.
- d. **Immediate Termination.** You need to immediately close your browser window, cancel your lease with ZZ and/or its Affiliates (see below), and cease from all further use of our Services if you are or become ineligible to use these Services. You further

agree to email support@zzdriggs.com with the subject “End Use” with details about your reason for ceasing all further use.

3. Basic Standards of Conduct

- a. **Summary of Standards.** ZZ’s Basic Standards of Conduct should be easy to follow. Nonetheless, here are a few key points to help you along the path:
 - i. Treat ZZ, our Affiliates, our service providers, and our community Members kindly and respectfully.
 - ii. Keep your User Content decent, non-disparaging, and constructive.
 - iii. All info you provide must be complete, truthful, and up-to-date.
 - iv. Do not attempt to disrupt our tech, or misappropriate our I.P.
- b. **You Must Make Proper Use of Our Services.** You agree that your use of our Services shall not directly or indirectly constitute, involve, attempt, aid, support, incite, encourage, bring about, and/or facilitate any of the following:
 - i. A violation or circumvention of an applicable law, rule, regulation, or standard of conduct, be it local, state, federal, international, or foreign;
 - ii. An unlawful, unfair, and/or deceptive business act or practice;
 - iii. Identity theft, impersonation, misrepresentation, fraud, and/or providing false, incomplete, inaccurate, and/or outdated information;
 - iv. A violation of the rights of ZZ, our Affiliates, or any third party (*e.g.* rights to intellectual property, privacy, publicity).
 - v. Threats, stalking, intimidation, bullying, hate speech, political speech, trolling, and/or any other harassing or abusive conduct;
 - vi. Obscenity, vulgarity, nudity, pornography;
 - vii. Any implication of endorsement or affiliation with ZZ;
 - viii. Any attack on the character, reputation, brand identity, quality, performance or history of any person, entity, or organization (*e.g.* defamation, disparagement);
 - ix. The circulation of malicious file, programs, content, and/or code (*e.g.* spamming, phishing, harvesting, unauthorized advertisements, viruses, Trojan horses, spyware, worms, Easter eggs, time bombs);

- x. The unauthorized disclosure of Personal Information and/or financial information, or other confidential or sensitive information;
 - xi. An imminent or actual breach of any pre-existing legal obligation, including without limitation of a breach of our GTC;
 - xii. Interference with an existing business relationship/contract; and/or
 - xiii. Tortious conduct not previously described.
- c. **Everyone Should Feel Welcome.** You agree that you shall not attempt to, or actually interfere with another user’s legitimate, good-faith use, and/or enjoyment of our Services.
- d. **You Must Respect Our Technology & Operations.**
- i. **Proper Working Order.** You agree that you shall not attempt to or actually disrupt, manipulate, or otherwise interfere with the proper working order of any servers, networks, systems, equipment, and other technologies belonging to ZZ, our Affiliates, and/or any of our third party providers. Under no circumstances shall you attempt to or actually disrupt, alter, or modify any aspect of our Services or the services of our Affiliates and/or third party providers, including, but not limited to, disruption of websites, livestream services, on-demand content services, social accounts, and online storefront technology.
 - ii. **Public Interface Only.** You shall utilize only those interfaces publicly provided by ZZ, our Affiliates, and our third party providers, when interacting with our Services; you shall not use any application programming interface to access our Services. You shall only access that which ZZ, our Affiliates, and our third party providers deliberately make publicly available, within the bound of reasonably intended use. You shall not attempt to, or actually access any information, data, code, and/or other material belonging to ZZ, it Affiliates, and/or our third party providers that is not intended for public access and/or consumption– through hacking, password mining, and/or another breach of authentication and/or security. Likewise, you are not allowed to test or probe the security or vulnerability of our Digital Services.
 - iii. **Excessive Load.** Your use of our Services shall not impose any excessive load or unreasonable demand – per our determination – on the infrastructure, systems, servers, or other technology and operations of ZZ, our Affiliates, and/or our third party providers.
 - iv. **Reverse Engineering.** You shall not attempt to or actually reverse engineer, decompile, duplicate, decipher, disassemble, translate, modify, mimic, render generically, or otherwise derive the code underlying any aspect,

feature, function, or detail concerning or relating to our Services, except to the extent that such a restriction is expressly forbidden by law. This clause includes, but is not limited to, reverse engineering, duplicating, mimicking, and/or rebranding any Items ZZ sells or leases, any ZZ Content, and/or any technology relating to our Services.

- e. **Restrictions on Use of ZZ Content.** You agree that you are strictly forbidden from the following with respect to ZZ Content:
 - i. Displaying, publishing, transmitting, licensing, sublicensing, distributing, exhibiting, and/or making commercial use of these items beyond our prior express written consent and without the express written consent of the content's rightful owner;
 - ii. Downloading, extraction, copying, indexing, and/or collection of these items (including, without limitation, use of a robot, spider, data miner, crawler, scraper or similar tool);
 - iii. Duplication, rebranding, and/or derived usage of these items;
 - iv. Deleting or modifying the substance and/or appearance of these items;
 - v. Displaying these items out of context, obscuring them, including them alongside objectionable content, or otherwise failing to present them as fully intended; and
 - vi. Other manual and/or automated means of improper access or retrieval.
- f. **Public Search Engine Exception:** Operators of public search engines are hereby granted permission to use spiders for the sole and limited purpose of developing a publicly available searchable index of the content and information appearing in publicly-facing areas of our online properties – and are granted such permission only to the extent necessary to create such an index. Public search engine operators are not granted permission to create caches or archives of the indexed content. ZZ reserves the right to limit, suspend, or revoke this permission at any time, for any reason, without notice, at its sole discretion.
- g. **Limit: One Account per Person.** ZZ reserves the right to require that you register to use part or all of our Services. You are allowed to create a single account for yourself, as a natural person. You may create an additional account for each entity/person who authorizes you to agree to our GTC with prior express written authorization. ZZ reserves the right to reject or require a change as to your registration information (e.g. username, password, email account), for any reason, at its sole discretion.
- h. **Responsibility for Your User Content.** You and you alone are responsible for your User Content. Any User Content that you provide to us is at your own risk of

liability, harm, loss, damages, expenses, fees, costs, and/or fines – ***ZZ shall not be responsible or liable for your User Content.***

- i. **Responsibility for Your Account & Information.** Access to and use of certain functionalities of the Services may require you to register for a user account with us. If you decide to register an account with us, you agree to provide us with accurate, complete and current information about yourself during account registration and at all other times, and you agree to update all information provided to us or requested by us if, and as soon as, such information changes and before you make any purchase in connection with our Services. Any information (including Personal Information and Payment Information) that you provide to us is at your own risk. You agree to keep your log-in information confidential and secure at all times. Except to the extent that ZZ offers express written consent to the contrary, you agree that ZZ is not liable for any loss or damage that results from the unauthorized use of your account, either with or without your knowledge ***you and you alone are fully responsible for any failure to safeguard your information or for permitting any other individual, entity, or organization to access or use our Services via your account; you agree that we may attribute all use of your account to you, and you hereby accept any and all such attribution.*** You agree to notify us immediately at support@zzdriggs.com if you suspect any unauthorized use of your account or any other breach of security. We have the right to cancel or suspend your registration at any time, for any reason, as determined in our sole discretion.
- j. **Unsavoury Conduct.** There is always a chance that, in connection with or as a result of our Services – including, but not limited to, during the course of receiving or returning Items you leased and/or purchased from ZZ – you may encounter people, behavior, interactions, content, and/or other material that you consider inaccurate, objectionable, inappropriate, hostile, indecent, and/or worse. Therefore, you acknowledge and agree that you use our Services ***at your own risk of encountering*** such people, behavior, interactions, content, and/or other material; you acknowledge and agree that ***you shall not, under any circumstances, hold ZZ or its Affiliates responsible or liable*** in connection with such persons, behaviors, interactions, content, and/or other material.
- k. **Notice to Parents.** You are hereby notified, pursuant to 47 U.S.C. Section 230(d), that parental control protections are commercially available that may assist you in limiting access to material that is harmful to minors; for information about current providers, visit: <http://kids.getnetwise.org> and <http://onguardonline.gov>. To be clear, ZZ does not specifically endorse any site or tool with respect to parental control protection.
- l. **Non-Audit of Content.** ZZ does not guarantee that it will audit, analyze, or review User Content or third party content before it goes live. Neither ZZ, nor its Affiliates is in any way responsible for what is published as User Content or third party content in connection with our Services, and we are under no obligation to edit or

control User Content or third party content. While we like to make efforts to help our users, we make no warranties or representations regarding responding to User Content issues, third party content issues, or other issues arising out of, or relating to our Services; it is possible that your issue may go unaddressed. That said, we reserve the right to delete any User Content or any other content at any time for any reason without notice, cause, or consent.

- m. **Linking & Deep Linking to ZZ.** You agree that you will not link to our Digital Services (including but not limited to our website) in an effort to disrupt, obstruct, harass, defame, unfairly profit from, or otherwise harm us. Furthermore, you agree that deep linking to our Digital Services is strictly prohibited without our prior express written consent.
- n. **Report Suspicious or Improper Conduct.** You agree to immediately notify ZZ of any suspicious or improper usage of our Services. Likewise, you agree to immediately notify ZZ with a detailed explanation if you believe you or any other user has committed or will commit a breach of our GTC. You can make such a report by emailing legal@zzdriggs.com with the subject line “Improper Conduct” and a detailed account of the issue.
- o. **Framing & Hidden Technology.** You may not utilize framing or mirroring techniques to enclose any ZZ Driggs trademark, logo, image, text, layout, format, or other proprietary information or intellectual property, without our prior express written consent. You may not utilize any "hidden text" (e.g. meta tags) that references ZZ’s proprietary information or intellectual property without our prior express written consent. You may not remove any trademark notice, copyright notice, or other notice of proprietary rights appearing in connection with our Services.
- p. **Editing & Deleting Your User Content.** With respect to the User Content you create, distribute, or otherwise submit or disseminate in connection with our Services – such as photos, videos, messages, comments, and posts – you cannot revise or delete that which has been submitted to ZZ.
- q. **User Content Is Public.** Your User Content is considered non-confidential in its entirety – it may be publicly displayed and circulated, discovered, attributed to you, and/or used by ZZ and our Affiliates as described in our GTC (including our [Privacy Policy](#)). You acknowledge and agree that neither ZZ nor our Affiliates controls or is responsible for the use of your User Content by any third party.

4. Your Rights

- a. **License to Use Services.** Provided that you fully agree to our GTC – and are capable of conducting yourself in accordance with them at all times– you will be granted a limited, non-exclusive, non-sublicensable, non-transferable, non-delegable, non-assignable, fully revocable license to access and make use of our Digital Services,

strictly as intended, in accordance with our terms and conditions (e.g. our GTC). ZZ reserves the right to limit, suspend, or revoke this license at any time, for any reason, in its sole discretion, without notification or warning.

- b. **Single Copy.** You are allowed to make a single copy of the content available through our Digital Services for use in learning about, evaluating, and/or utilizing ZZ's Services, provided that you agree that any such copy will be accompanied by a clear, complete, unmodified, and unobscured copy of our GTC – and that our GTC shall control use of said copy.

5. Our Rights

- a. **Terms, Services & Access.** ZZ reserves the right to do any and all of the following at any time, effective immediately, without liability, cause, notice, or preservation obligation:
 - i. Add to, remove, or modify any and/or all of our terms and conditions (including, but not limited to, our GTC and Privacy Policy, and Return & Cancellation Policy– in which case, your subsequent access and/or use of our Digital Services constitutes acceptance of the amended term(s);
 - ii. Suspend, discontinue, remove, interrupt, restrict, update, improve, or otherwise modify (a) our Services, (b) features, functions, details, and/or portions of our Services, and (c) material, data, information, code, and/or content arising out of, or relating to our Services – including, without limitation, the right to freely modify, revise, and limit which Items, if any, are offered, or no longer offered, for lease and/or sale, as well as each Item's price, description, specifications, availability, available quantity, lead time, and accompanying photos, descriptions, and images; and
 - iii. Refuse, suspend, terminate, ban, restrict, or otherwise modify your, or any other person's, access to and/or ability to use: (a) our Services, (b) features, functions, details, or portions of our Services; and/or (c) material, data, code, information, and/or content arising out of, or relating to our Services – including, without limitation, cancelling any active leases and pending purchases, refusing to lease and/or sell Items, refusing to provide design services, and/or outright banning from all Services.
- b. **Rejection of Modifications.** If you do not wish to be bound by modifications relating to our terms, Services, or access rights, you must stop using our Services immediately and cease from all further usage of our Services. You further agree to email support@zzdriggs.com with the subject "End Use" and details about your reason for ceasing all further use of our Services.

- c. **No Obligation to Act/Refrain.** ZZ is under no obligation – and shall face no penalty, liability, damage, claim, suit, or loss – to take action or refrain from taking action with respect to maintaining, updating, modifying, improving, and/or providing: (a) our Services; (b) features, functions, details, or portions of our Services; (c) terms and /or conditions relating to our Services; and/or (d) material, data, information, and/or content arising out of, or relating to, our Services, including without limitation the ZZ Content.

- d. **License to ZZ.** Subject to the conditions set forth in our [Privacy Policy](#), you hereby grant a perpetual, irrevocable, non-exclusive, royalty-free, fully sub-licensable, worldwide license to exercise any and all rights you may have as to any content (including without limitation your User Content), data and information arising out of and/or relating to your use of our Services, including, without limitation, data and information concerning the browsing of our website, the lease/purchase of Items, the receipt of Items, and your usage of Items. Likewise, you agree that ZZ may, at our sole discretion: copy, reproduce, adapt, translate, sell, distribute, syndicate, publish, transfer, communicate, modify, exhibit, advertise, market, create derivative works from, display, make commercial use of (including currently known and future, currently unknown commercial uses), and/or otherwise use your content (including without limitation your User Content), data and information arising out of and/or relating to your use of our Services throughout the world in any media in any manner, fashion and/or context we wish. You further agree that you waive any moral rights – including, but not limited to, the rights of attribution – in connection with any content and any data and information arising out of and/or relating to your use of our Services; provided, ZZ reserves the right to attribute your User Content to you in our sole discretion, at any time, for any reason. Furthermore, you represent that you have full authority and right to grant these licenses and waive these rights pursuant to our GTC.

- e. **Handling Your Information & User Content.** Specific details about how we use your User Content and information – including your personally-identifying and Payment Information – can be found in our [Privacy Policy](#).

- f. **All Rights Reserved.** All ZZ Content is the property of ZZ or one or more third-parties. ZZ Content is protected by the copyright laws, trademark laws, patent laws, and other intellectual property laws of the United States and other countries – and you acknowledge and agree all copyrights, trademark rights, and other proprietary rights and interests arising out of, and/or relating to, the ZZ Content are owned by us or our licensors to the fullest extent permitted under applicable law. Except as expressly authorized in these terms and conditions, or with our prior express written consent, ***you may not*** use, download, upload, copy, print, enter into a database, exhibit, display, perform, sell, lease, rent reproduce, republish, license or sublicense, post, create derivative works from, transmit, distribute, share, or otherwise exploit or make commercial use from ZZ Content in whole or in part. You further acknowledge and agree that all rights in “ZZ,” “ZZ Driggs,” and our trade names, logos, service marks, trade dress, slogans, and designs – regardless of the size of the print or the presence of

a legal designation (e.g., ™, ® or ©) – are the exclusive property of ZZ and/or its licensors, and are protected by United States and international law from reproduction, imitation, confusing and/or misleading usage, dilution, and/or any other unfair usages. Nothing expressly stated or implied by our GTC – or by our Services in general – shall give you any right, license, or other form of permission to use the ZZ name, or any trade names, logos, service marks, trade dress, slogans, and designs that belong to ZZ and/or our licensors; your use or misuse of intellectual property belonging to ZZ and/or its licensors is hereby expressly prohibited. If you wish to obtain permission to use ZZ’s trademark or other ZZ Content, or if you have any questions about these terms, please direct your inquiries to us at legal@zzdriggs.com Furthermore, you acknowledge that the Items we lease and sell may be protected by patent laws and other intellectual property laws of the United States and other countries; nothing expressly stated or implied by our GTC – or by our Services in general – shall give you any right, license, or other form of permission to use the patents connected to the Items we lease and sell; your use or misuse of intellectual property belonging to ZZ, its Affiliates, its licensors, its suppliers/manufacturers, and any other related parties is hereby expressly prohibited, unless otherwise authorized.

- g. **Messages & Notifications to Our Community.** For the purpose of service messages and notices intended for general consumption, we reserve the right to contact you through any means we choose, including by mail, telephone, email, social media, or website banner; you agree that any means of contact we choose will suffice for the purpose of providing adequate, timely legal notice.
- h. **Catch-All.** To the fullest extent permitted by law, ZZ reserves any and all rights and interests relating to our Company, our Affiliates, and our property which were not expressly enumerated in our GTC, including, but not limited to, rights relating to ownership, title, copyright, patent, proprietary rights, and trademark.

6. **Privacy Policy.** ZZ values your privacy rights. *We strongly recommend that you [click here to carefully review our Privacy Policy](#).* This Privacy Policy governs how we collect and use your information. Our Privacy Policy is incorporated by reference into our GTC; by agreeing to our GTC, you acknowledge and fully agree to be bound by the terms and conditions set forth in our Privacy Policy.

7. **Termination.**

- a. **Termination by ZZ.** ZZ reserves the right – whenever we choose, effective immediately, without liability, cause, notice, or warning – to suspend, terminate, ban, interrupt, restrict, or otherwise modify your (or any other User’s) access to and/or use of our Services, or any functions, details, features or portions of our Services. This includes, but is not limited to, cancelling your lease of one or more Item(s), restricting the scope of your use or access, requiring and charging additional costs, deleting your User Content, and/or outright banning you for an indefinite period of time.

- b. **Termination by You.** If you wish to terminate your account and/or no longer utilize ZZ's Services, you may do so at any time; simply send an email to support@zzdriggs.com from the email address you use in connection with ZZ (or in lieu of such an email address, your primary email address) and include the subject line "End Use", along with a few details about your reason for ceasing all further use. Additionally, if you are leasing one or more Item(s) at the time you wish to terminate, you will need to cancel or conclude your lease – as described in your Lease Contract.
 - c. **Continuing Usage.** You acknowledge and agree that termination has no impact on our ability to maintain and use the information and content you communicated to ZZ.
 - d. **Clauses Surviving Termination.** All terms and conditions in our GTC which are reasonably intended to survive termination shall so survive, regardless of which party terminates. This includes, without limitation, the terms and conditions set forth in the following Sections and Subsections: Section 1 ("Definitions"); Subsection 3.c ("Everyone Should Feel Welcome"); Section 3.d ("You Must Respect our Technology & Operations"); Subsection 3.e ("Restrictions on Use of ZZ Content"); Subsection 3.h ("Responsibility for User Content"); Subsection 3.i ("Responsibility for Your Account & Information"); Subsection 3.j ("Unsavory Conduct"); Subsection 3.l ("Non-Audit of User Content"); Subsection 3.m ("Linking & Deep-Linking to ZZ"); Subsection 3.n ("Report Suspicious or Improper Conduct"); Subsection 3.o ("Framing & Hidden Technology"); Subsection 3.p ("Editing & Deleting Your User Content"); Subsection 3.q ("Your User Content Is Public"); Section 5 ("Our Rights"), except for Subsection 5.b ("Rejection of Modifications"); Section 6 ("Privacy Policy"); Subsection 7.c ("Continuing Usage"); Subsection 7.d ("Survival"); Section 8 ("Use of Your Item(s)"); Section 11 ("Disclaimers, Limitations & Indemnification"); Section 12 ("Choice of Law & Jurisdiction"); Section 13 ("Binding Arbitration of Disputes on an Individual Basis"); Section 14 ("Miscellaneous but Important"). Furthermore, ZZ's Return & Cancellation Policy and Privacy Policy – which are each hereby incorporated by reference in their entirety – also survive termination. Each surviving term and condition shall survive until its purpose is fulfilled and/or no longer applicable – or, otherwise, indefinitely. To the extent any of the foregoing Sections, Subsections, and/or Policies contain one or more provisions which are not applicable as to this Subsection 7.d ("Survival"), the parties acknowledge and agree that the inapplicable provision(s) shall simply be severed from interpretation, and that the rest of the provisions shall survive as described in this Subsection 7.d
8. **Use of Your Item(s).** Regardless of whether you lease or buy, you hereby agree that, at all times, you will only use your lease and/or purchase Items as a reasonable person – lawfully, for their normal/intended function, and within the bounds of common sense. You agree that you will not resell, offer for lease, or offer for sub-rent any Items leased or purchased, unless ZZ has given you our express prior written consent to do so.
9. **Design & Décor Services.** ZZ offers interior design, design consulting, concierge, and décor services for individual residences and professional settings alike. ZZ sets the pricing for our

design engagements on a case-by-case basis, and we reserve the right to refuse business with respect to our design services. Please contact us at support@zzdriggs.com to chat with ZZ about our design and décor services.

10. Promotions & Discounts. ZZ may offer promotions (including, but not limited to, coupons, credits, discounts, promo codes, raffles, contests, sweepstakes, and giveaways in connection with its Services). You acknowledge and agree that ZZ reserves the right to set conditions and limitations on participation with respect to such promotions, beyond our GTC, and that such conditions and limitations will govern in the event of any conflict with our GTC. You agree to carefully review and, at all times, fully abide by any conditions and limitations relating to a promotion in which you wish to participate. ZZ reserves the right to modify or discontinue the conditions, limitations, and/or validity of any promotion at any time, for any reason, without prior notice, in its sole discretion, to the fullest extent permitted by law. You acknowledge and agree that, to the fullest extent of the law, ZZ reserves the right to refuse to honor any person's participation in, or redemption of a promotion, including if ZZ believes said person has violated or will imminently violate applicable conditions or limitations.

11. Disclaimers, Limitations & Indemnification

- a. **Statutory Violations.** You acknowledge that the disclaimers and limitations specified in this Section 11 cannot and shall not be construed to preclude you from exercising your legal rights to seek relief pursuant to an otherwise applicable consumer protection statute.
- b. **New Jersey Consumers.** If you are a consumer who resides in the State of New Jersey, many of these disclaimers and limitations do not apply to you and have no impact on your rights or remedies. In particular, the following provisions are inapplicable to New Jersey consumers, insofar as they are unenforceable under state law: (a) disclaimers and limitations of liability and damages with respect to any statutory, special, exemplary and/or punitive damages, indirect, incidental, consequential, and/or reliance damages, lost profits, loss of data, or misuse of data; (b) requirements that you indemnify ZZ for any claim, suit, damages, costs, lawsuits, fines, penalties, liabilities, and expenses caused by ZZ's sole negligence.
- c. **Warranties Accompanying Your Items.** Insofar as a manufacturer and/or supplier of an Item offers a warranty as to said Item, our GTC are not intended to void, invalidate, or otherwise diminish the effect of that warranty except insofar as the warranty renders ZZ liable with respect to the Item. You acknowledge and agree that all matters relating to any manufacturer or supplier warranty run strictly between you and the manufacturer/supplier or its designee; neither ZZ nor its Affiliates holds no liability or responsibility with respect to any disputes, controversies, and/or claims involving any third-party warranty issues or related matters.
- d. **DISCLAIMERS. You acknowledge and fully agree to the following:**

- i. EXCEPT AS EXPRESSLY STATED BY ZZ WITH RESPECT TO DEFECTIVE, DAMAGED, OR NON-CONFORMING ITEMS, ZZ AND ITS AFFILIATES PROVIDE ALL SERVICES – AND ALL PRODUCTS (INCLUDING “ITEMS”), SERVICES, INFORMATION, MATERIALS, DATA AND CONTENT THERETHROUGH AVAILABLE – ON AN "AS IS," “WITH ALL FAULTS”, AND "AS AVAILABLE" BASIS TO THE EXTENT ALLOWED BY LAW. TO THE FULLEST EXTENT ALLOWED BY LAW, ZZ AND ITS AFFILIATES DISCLAIM ALL WARRANTIES – EXPRESS, IMPLIED, AND STATUTORY – THAT MAY ARISE IN CONNECTION WITH OUR SERVICES AND ALL PRODUCTS, INFORMATION, MATERIALS, DATA AND CONTENT THERETHROUGH AVAILABLE; THIS INCLUDES, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY OTHER IMPLIED WARRANTY THAT MAY ARISE FROM THE COURSE OF DEALING, USAGE, PERFORMANCE, OR TRADE
- ii. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL COMPLY WITH ALL OBLIGATIONS IN CONNECTION WITH THE LEASE AND/OR PURCHASE OF AN ITEM, REGARDLESS OF ANY PROBLEMS WITH SAID ITEM OR ITS CONDITION, OR ANY OTHER INTERVENING AND/OR EXTENUATING CIRCUMSTANCES.
- iii. YOU ACKNOWLEDGE AND AGREE THAT ANY ITEM OFFERED FOR LEASE, AS WELL AS ANY ITEM OFFERED FOR SALE AS PRE-OWNED AND/OR VINTAGE, CARRIES AN INHERENT RISK – THAT PRIOR USAGE LEFT THE ITEM DAMAGED, WORN, VULNERABLE, EXPOSED TO A LATENT DEFECT, OR OTHERWISE RENDERED UNFIT FOR USAGE. WHILE ZZ MAKES A GOOD-FAITH EFFORT TO ENSURE THAT IT ONLY LEASES OR SELLS PREVIOUSLY USED ITEMS WHICH APPEAR TO BE IN REASONABLE CONDITION, YOU ACKNOWLEDGE AND AGREE THAT ZZ DOES NOT PROMISE THAT A TRAINED EXPERT OR CERTIFIED PROFESSIONAL WILL DETERMINE WHETHER A USED ITEM IS FIT FOR LEASE/SALE; YOU FURTHER AGREE THAT ZZ MAKES NO GUARANTEES ON THE CONDITION OF USED ITEMS. YOU THEREFORE AGREE THAT, TO THE EXTENT LEGALLY PERMISSIBLE, YOU ASSUME ALL RISKS RELATING TO THE LEASE/PURCHASE AND USAGE OF A USED ITEM – EXCEPTING RISKS RELATING TO PERSONAL INJURY

RESULTING FROM YOUR ITEM(S) – INCLUDING BUT NOT LIMITED TO RISK OF DESTRUCTION OF PROPERTY. YOU FURTHER ACKNOWLEDGE AND ACCEPT THAT ITEMS WHICH ZZ LEASES AND/OR SELLS AS VINTAGE, ANTIQUE, CRAFTSMAN, HANDMADE, AND/OR PRE-OWNED MAY CONTAIN ASYMMETRIES, MARKS, STAINS, DISCOLORATIONS, CRACKS, SCRATCHES, REPAIRS, WORN EDGES, WORN CORNERS, WORN FABRIC, HOLES, STAINS, RUST, TARNISH, CHIPPED PAINT, AND OTHER INDICIA OF AGING, USAGE, AND/OR WEAR AND TEAR; ZZ MAKES NO WARRANTY OR PROMISE THAT ANY SUCH ITEMS WILL BE FREE OF ASYMMETRIES, MARKS, STAINS, DISCOLORATIONS, CRACKS, SCRATCHES, REPAIRS, WORN EDGES, WORN CORNERS, WORN FABRIC, HOLES, STAINS, RUST, TARNISH, CHIPPED PAINT, AND OTHER INDICIA OF AGING, USAGE, AND/OR WEAR AND TEAR – AND YOU ACKNOWLEDGE THAT SUCH CHARACTERISTICS ARE OFTEN FEATURES OF VINTAGE AND/OR PRE-OWNED ITEMS WHICH LEND THEMSELVES TO A DESIRABLE AND DISTINCTIVE CHARACTER AND APPEARANCE. TO THE EXTENT ALLOWED BY LAW, ZZ AND ITS AFFILIATES DISCLAIM ALL LIABILITY AND RESPONSIBILITY IN CONNECTION WITH ANY DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF AND/OR RELATING TO THE CONDITION OF A LEASED AND/OR PRE-OWNED ITEM, EXCEPT AS TO DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF A PERSONAL INJURY RESULTING FROM YOUR ITEM(S).

- iv. ZZ AND ITS AFFILIATES RESERVE THE RIGHTS TO FULLY ASSIGN AND DELEGATE THEIR RIGHTS AND OBLIGATIONS IN CONNECTION WITH OUR TERMS & CONDITIONS AND ANY SERVICES HEREUNDER, INCLUDING, WITHOUT LIMITATION, ASSIGNING RIGHTS AND OBLIGATIONS IN CONNECTION WITH AGREEMENTS TO LEASE ITEM(S). IF ZZ AND/OR ITS AFFILIATES ASSIGN RIGHTS IN CONNECTION WITH OUR TERMS & CONDITIONS (INCLUDING, WITHOUT LIMITATION, RIGHTS RELATING TO YOUR LEASE OF AN ITEM), YOU WILL NOT BE ENTITLED TO ASSERT ANY CLAIMS, DEFENSES, SETOFFS, OR COUNTERCLAIMS AGAINST ZZ'S ASSIGNEE THAT SHALL NOT BE ASSERTED AGAINST ZZ; ALL LIMITATIONS OF LIABILITY HEREIN SPECIFIED SHALL APPLY WITH EQUAL FORCE AND EFFECT TO ZZ'S ASSIGNEE.

- v. ZZ & ITS AFFILIATES DISCLAIM ANY DUTIES, RESPONSIBILITIES, LIABILITIES, AND OBLIGATIONS IN CONNECTION WITH ANY “FORWARD-LOOKING STATEMENT” WE MAKE.
- vi. NEITHER ZZ NOR ITS AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIRD-PARTY INTELLECTUAL PROPERTY AND/OR RELATED RIGHTS AS THEY ARISE IN CONNECTION WITH OUR SERVICES.
- vii. NEITHER ZZ NOR ITS AFFILIATES IN ANY MANNER WARRANTS THAT: OUR PRODUCTS AND/OR SERVICES (INCLUDING, WITHOUT LIMITATION, OUR ITEMS, OUR WEBSITES, OUR TECHNOLOGY, AND THE ZZ CONTENT), FUNCTION OR WILL FUNCTION IN AN UNINTERRUPTED AND/OR ERROR-FREE MANNER; INFORMATION, MATERIALS, CONTENT, AND/OR DATA AVAILABLE THROUGH OUR DIGITAL SERVICES WILL BE AVAILABLE AND/OR PRESERVED; MALFUNCTIONS OR DEFECTS WITH OUR PRODUCTS AND SERVICES (INCLUDING, WITHOUT LIMITATION, OUR ITEMS, OUR WEBSITES, OUR TECHNOLOGY, AND THE ZZ CONTENT) HAVE BEEN OR WILL BE CORRECTED; OUR DIGITAL SERVICES ARE AND WILL BE SECURE; OR OUR DIGITAL SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE AND WILL CONTINUE TO BE FREE OF VIRUSES OR OTHER HARMFUL AND/OR DESTRUCTIVE COMPONENTS. NEITHER ZZ NOR ITS AFFILIATES WARRANTS THAT ANY MESSAGE, EMAIL, OR ATTACHMENT WE SEND – OR ANYTHING ELSE WE MAKE AVAILABLE FOR DOWNLOAD OR ACCESS – IS FREE OF VIRUSES OR OTHER HARMFUL OR DESTRUCTIVE COMPONENTS.
- viii. NEITHER ZZ NOR OUR AFFILIATES MAKES ANY PROMISES OR WARRANTIES REGARDING THE ACTS AND OMISSIONS OF ANY THIRD PARTY. THIS INCLUDES, WITHOUT LIMITATION, THE ACTS AND OMISSIONS OF ANY CARRIER FOR SHIPPING/DELIVERY OR INSTALLATION AND/OR ITS PERSONNEL, ANY PAYMENT PROCESSOR WE USE TO FACILITATE OUR TRANSACTIONS, ANY CREDIT AGENCY WE USE TO CHECK YOUR CREDIT, AND ANY FINANCIAL SERVICES COMPANY YOU USE FOR YOUR PAYMENT METHOD. ***YOU ARE SOLELY RESPONSIBLE***

FOR EVALUATING ANY THIRD PARTY SERVICES AND OFFERINGS – YOU ACCESS AND/OR USE THESE SERVICES AND OFFERINGS AT YOUR OWN RISK AND AGREE THAT ***NEITHER ZZ NOR ANY OF ITS AFFILIATES IS RESPONSIBLE*** FOR ANY CLAIMS, OBLIGATIONS, LIABILITIES, COSTS, DEBT, EXPENSES, LOSSES, DAMAGES, CHARGES, FEES, PENALTIES, OR FINES, ARISING OUT OF OR RELATING A THIRD PARTY OR ITS PRODUCTS OR SERVICES. WE ENCOURAGE YOU TO CAREFULLY REVIEW ALL THIRD PARTY TERMS AND CONDITIONS, PRIVACY POLICIES, OPERATIONAL HISTORIES, AND SECURITY PROTOCOLS BEFORE PROCEEDING TO MAKE USE OF THIRD PARTY SERVICES – INCLUDING, WITHOUT LIMITATION, AS IT RELATES TO YOUR PAYMENT PROVIDER AND WELL AS OUR PAYMENT PROCESSOR. FOR MORE INFORMATION ABOUT OUR THIRD-PARTY PROVIDERS, WE ENCOURAGE YOU TO CONTACT US AT SUPPORT@ZZDRIGGS.COM.

- ix. NEITHER ZZ NOR ITS AFFILIATES WARRANTS OR MAKES ANY REPRESENTATIONS REGARDING THE QUALITY, USE, OR EFFICACY OF OUR SERVICES – OR ANY ITEMS, INFORMATION, MATERIALS, DATA, AND CONTENT THERE THROUGH AVAILABLE (INCLUDING WITHOUT LIMITATION ZZ CONTENT). NEITHER ZZ NOR ITS AFFILIATES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE ITEMS, INFORMATION, DATA, MATERIALS, AND CONTENT AVAILABLE THROUGH OUR SERVICES (INCLUDING WITHOUT LIMITATION ZZ CONTENT) WILL BE ACCURATE, PRECISE, COMPLETE, RELIABLE, UP-TO-DATE, AND/OR FREE OF INAPPROPRIATE CONTENT.
- x. INsofar as ZZ PROVIDES ANY WEIGHTS, DIMENSIONS, MEASUREMENTS, COLORS, OR ANY OTHER DESCRIPTIONS AS TO ITEMS, THOSE ARE MERE APPROXIMATIONS FOR YOUR CONVENIENCE, WITH NO GUARANTEE AS TO ACCURACY, PRECISION, FREEDOM FROM ERROR, OR MANNER OF APPEARANCE ON YOUR SCREEN.
- xi. ZZ AND ITS AFFILIATES HANDLE PERSONAL INFORMATION, PAYMENT INFORMATION, AND OTHERWISE SENSITIVE INFORMATION WITH REASONABLE SECURITY AND CARE; HOWEVER, WE CANNOT AND DO NOT GUARANTEE THAT ANY

TRANSACTION OR TRANSFER OR STORAGE OF INFORMATION IS 100% SECURE. ZZ AND ITS AFFILIATES DISCLAIM ALL LIABILITY IN CONNECTION WITH ANY UNDESIRE AND/OR HARMFUL DISCLOSURE AND/OR USAGE OF YOUR INFORMATION – PERSONAL INFORMATION, PAYMENT INFORMATION, OR OTHERWISE.

- xii. IT IS ENTIRELY YOUR RESPONSIBILITY TO ASSESS THE ACCURACY, RELIABILITY, UP-TO-DATENESS, VIABILITY AND APPROPRIATENESS OF OUR SERVICES – AND ANY ITEMS, DATA, INFORMATION, MATERIALS, AND CONTENT THERE THROUGH AVAILABLE – ESPECIALLY AS THEY RELATE TO YOUR SPECIFIC NEEDS. YOU ASSUME THE ENTIRE COST OF ALL SERVICES, REPAIRS, CORRECTIONS, REPLACEMENTS, DEBTS, LIABILITIES, OR OTHER EXPENSES THAT MAY ARISE FROM AN ATTEMPT TO USE OR THE ACTUAL USE OF OUR SERVICES AND/OR ANY ITEMS, INFORMATION, DATA, MATERIALS, AND/OR CONTENT THERE THROUGH AVAILABLE.
- xiii. YOU ACKNOWLEDGE THAT ZZ’S MANUFACTURERS, SUPPLIERS CARRIERS, AND OTHER THIRD PARTIES PROVIDERS MAY IMPOSE THEIR OWN DISCLAIMERS, WAIVERS, AND/OR LIMITATIONS. YOU THEREFORE AGREE THAT THE DISCLAIMERS, WAIVERS, AND LIMITATIONS APPEARING IN OUR TERMS & CONDITIONS (INCLUDING WITHOUT LIMITATION OUR GTC, OUR TERMS & CONDITIONS OF LEASE, OUR TERMS & CONDITIONS: LEASE WITH PURCHASE OPTION, AND OUR LEASE CONTRACT) WILL ONLY SERVE TO SUPPLEMENT– AND IN NO MANNER DIMINISH, ELIMINATE, OR SUPPLANT – THE FORCE AND EFFECT OF DISCLAIMERS, WAIVERS, AND/OR LIMITATIONS OF OUR THIRD PARTY PROVIDERS. IN SO FAR, AS THERE IS ANY CONFLICT BETWEEN A DISCLAIMER, WAIVER, AND/OR LIMITATION BY ZZ AND A DISCLAIMER, WAIVER, AND/OR LIMITATION BY ONE OF OUR THIRD PARTY PROVIDERS, YOU AGREE THAT YOU WILL CONSIDER THE APPLICABLE TERM TO BE WHICHEVER PROVIDES THE GREATER PROTECTION FOR ZZ, AS PERMITTED UNDER LAW, NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY.

xiv. OUR SERVICES MAY RUN ADVERTISEMENTS, FEEDS, AND/OR CONTENT ORIGINATING FROM A THIRD PARTY, OR MAY OTHERWISE OFFER LINKS TO SITES WHICH ARE NOT MAINTAINED BY ZZ. NEITHER ZZ NOR ITS AFFILIATES CONTROLS, ENDORSES, OR IS RESPONSIBLE FOR ANY ISSUES ARISING OUT OF, OR RELATING TO, THE INFORMATION, CONTENT, DATA, MATERIALS, PRODUCTS, OR SERVICES AVAILABLE ON OR THROUGH THESE THIRD PARTY ADVERTISEMENTS, SITES, FEEDS, LINKS, AND/OR OTHER SERVICES. NEITHER ZZ NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY THIRD PARTY'S INFORMATION, CONTENT, DATA, MATERIALS, PRODUCTS, AND/OR SERVICES WITH WHICH YOU COME INTO CONTACT VIA OUR SERVICES. ZZ AND ITS AFFILIATES DISCLAIM ANY ENDORSEMENT RELATING TO, AND LIABILITY FOR (A) LINKS OR FEEDS TO OUR SERVICES FROM ANOTHER SITE; AND (B) LINKS OR FEEDS FROM OUR SERVICES TO ANOTHER SITE.

e. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER LAW, YOU HEREBY AGREE, ON BEHALF OF YOURSELF, AS WELL AS YOUR EXECUTORS, ADMINISTRATORS, HEIRS AND ASSIGNS, TO FULLY AND UNCONDITIONALLY RELEASE ZZ AND ITS AFFILIATES FROM ANY AND ALL INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, RELIANCE AND/OR PUNITIVE DAMAGES WHICH ARISE OUT OF AND/OR RELATE TO ZZ'S ACTIONS, OMISSIONS, SERVICES, ITEMS, AND/OR THIRD PARTY PROVIDERS. TO THE EXTENT PERMITTED BY LAW, THIS CLAUSE EMBRACES, BUT IS NOT LIMITED TO, A FULL AND UNCONDITIONAL RELEASE FROM: LOST PROFITS; LOST REVENUE; LOSS OF OPPORTUNITY; DELAY; HARM TO REPUTATION; LOSS OF USE OF SERVICES, AN ITEM, OR ANY ASSOCIATED PRODUCTS OR SERVICES; INTERRUPTION OF BUSINESS; COST OF CAPITAL, FACILITIES, SERVICES, LABOR, AND/OR SALARIES; DOWNTIME, SHUTDOWN, AND/OR SLOW-DOWN COSTS; SPOILAGE OF MATERIALS; INACCURACY, DESTRUCTION, AND/OR LOSS OF ANY DATA; ANY DAMAGES MULTIPLIER, INCLUDING, BUT NOT LIMITED TO, ANY PROVISION AT LAW FOR DOUBLE OR TREBLE DAMAGES; ATTORNEY FEES; LITIGATION COSTS; THE COST OF SUBSTITUTE SERVICES; ANY ADDITIONAL PENALTIES (INCLUDING, WITHOUT LIMITATION, ADMINISTRATIVE AND/OR CIVIL PENALTIES); AND ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, RELIANCE AND/OR PUNITIVE DAMAGES – EVEN IF ZZ

AND/OR ITS AFFILIATES WERE ADVISED AS TO THE POSSIBILITY OF SUCH. INsofar AS IT IS LEGALLY PERMITTED, THIS CLAUSE (A) APPLIES REGARDLESS OF WHETHER THE MATTER (A) IMPLICATES NEGLIGENCE, INTENTIONAL CONDUCT, STRICT LIABILITY, OR OTHERWISE; AND/OR (B) INVOLVES A STATUTORY, TORT, CONTRACTUAL AND/OR OTHER DISPUTE. TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE MAXIMUM AGGREGATE LIABILITY FOR DAMAGES, HARMS, LOSSES, COSTS, FEES, EXPENSES, PENALTIES, AND FINES ARISING OUT OF OR RELATING TO ZZ, OUR AFFILIATES, OUR SERVICES, AND/OR ANY ITEM YOU LEASE OR PURCHASE SHALL NOT EXCEED THE GREATER OF: (A) AMOUNT PAID TO LEASE THE SUBJECT ITEM(S) (INCLUDING DEPOSITS, FEES, AND ANY APPLICABLE PENALTIES); OR (B) \$10.00. NOTWITHSTANDING, THIS LIMITATION OF LIABILITY WILL NOT APPLY TO MATTERS OF INTENTIONAL MISREPRESENTATION, FRAUD, PERSONAL INJURY, OR WRONGFUL DEATH.

- f. **INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD ZZ AND ITS AFFILIATES HARMLESS** IN CONNECTION WITH ANY AND ALL THIRD PARTY DISPUTES, CONTROVERSIES, AND/OR CLAIMS FOR DAMAGES, HARMS, DEBTS, LOSSES, LIABILITIES, STATUTORY REMEDIES, FINES, FEES, COSTS AND EXPENSES AND/OR PENALTIES ARISING OUT OF OR RELATING TO YOUR USE OF OUR SERVICES AND/OR YOUR ACTS AND/OR OMISSIONS IN CONNECTION WITH OUR SERVICES, EXCEPT WITH RESPECT TO ACTS AND/OR OMISSIONS ARE ALLEGED TO HAVE RESULTED FROM ZZ'S SOLE NEGLIGENCE, RECKLESSNESS, KNOWING INTENT, OR STRICT LIABILITY; THIS INDEMNIFICATION PROVISION INCLUDES, WITHOUT LIMITATION, DISPUTES, CLAIMS, AND/OR CONTROVERSIES ARISING OUT OF AND/OR RELATING TO ONE OR MORE ITEM(S) THAT YOU HAVE LEASED AND/OR PURCHASED FROM ZZ, AS WELL AS DISPUTES, CLAIMS, AND/OR CONTROVERSIES ARISING OUT OF AND/OR RELATING TO OUR DESIGN, CONSULTING, CONCIERGE, AND DÉCOR SERVICES. THIS INDEMNIFICATION CLAUSE APPLIES TO ALL MANNERS OF CLAIMS, DISPUTES, AND CONTROVERIES, INCLUDING WITHOUT LIMITATION MATTERS ALLEGING PERSONAL INJURY, PROPERTY DAMAGE OR LOSS, AND/OR WRONGFUL DEATH. YOU ACKNOWLEDGE AND AGREE THAT ZZ AND ITS AFFILIATES RESERVE THE EXCLUSIVE RIGHT TO CONTROL THE DEFENSE, SETTLEMENT, AND SELECTION OF COUNSEL IN CONNECTION WITH ANY CLAIM, DISPUTE, OR CONTROVERSY FOR WHICH YOU ARE BOUND TO PROVIDE INDEMNIFICATION BY THIS CLAUSE OR ANY OTHER TERM OR

CONDITION. IF YOU ARE A CALIFORNIA RESIDENT, YOU AGREE TO WAIVE YOUR RIGHTS UNDER CIVIL CODE SECTION 1542, WHICH PROVIDES, “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 ALTERED HIS SETTLEMENT WITH THE DEBTOR.”

- g. **DIGITAL SERVICES & THIRD PARTIES.** TO PROVIDE A BETTER USER EXPERIENCE, OUR DIGITAL SERVICES MAY MAKE USE OF THIRD PARTY SERVICES, FEATURE THIRD PARTY CONTENT, RUN THIRD PARTY APPLICATIONS, OR LINK TO THIRD PARTY WEBSITES; FOR EXAMPLE, YOU MIGHT SEE US USE A THIRD PARTY LIKE FACEBOOK FOR LOGGING-IN OR YOUTUBE FOR VIDEOS; WE DO NOT EXAMINE OR AUDIT ANY THIRD PARTY SERVICES OR OFFERINGS. ***YOU ARE SOLELY RESPONSIBLE*** FOR EVALUATING ANY THIRD PARTY SERVICES AND OFFERINGS – YOU ACCESS AND/OR USE THESE SERVICES AND OFFERINGS AT YOUR OWN RISK AND AGREE THAT ***NEITHER ZZ NOR ANY OF ITS AFFILIATES IS RESPONSIBLE*** FOR ANY CLAIMS, OBLIGATIONS, LIABILITIES, COSTS, DEBT, EXPENSES, LOSSES, DAMAGES, CHARGES, FEES, PENALTIES, OR FINES, ARISING OUT OF OR RELATING A THIRD PARTY AND/OR ITS CONTENT, WEBSITE(S), APPLICATION(S) AND/OR OTHER SERVICE(S). THEREFORE, WE ENCOURAGE YOU TO CAREFULLY REVIEW ALL THIRD PARTY TERMS AND CONDITIONS, PRIVACY POLICIES, OPERATIONAL HISTORIES, AND SECURITY PROTOCOLS.
- h. **INJUNCTIVE RELIEF.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL YOU SEEK TO ENJOIN OR RESTRAIN ZZ OR ANY OF ITS AFFILIATES FROM PROVIDING SERVICES, INCLUDING, WITHOUT LIMITATION, OPERATING THE WEBSITE ZZDRIGGS.COM, LEASING ITEMS, SELLING ITEMS, AND/OR STAYING IN TOUCH WITH OUR COMMUNITY AT LARGE. YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY LAW, YOU ARE NOT ENTITLED TO INJUNCTIVE RELIEF, RESCISSIONS, OR ANY OTHER EQUITABLE REMEDY IN CONNECTION WITH OUR TERMS & CONDITIONS AND ANY AGREEMENT HERETO RELATING, EXCEPT THAT AN ARBITRATOR MAY AWARD INJUNCTIVE RELIEF OR REQUIRE SPECIFIC PERFORMANCE, BUT ONLY THE EXTENT NECESSARY TO RESOLVE YOUR INDIVIDUAL CLAIM(S).

12. Choice of Law and Jurisdiction

- a. **Choice of Law.** Any claim, dispute, suit, matter, or controversy arising out of or relating to ZZ, our Services, our Items, a lease or purchase of one or more Item(s), and/or the GTC and/or this will be construed and governed in accordance with the laws of the State of New York, without regard to its conflict of laws principles, except to the extent that New York law is preempted by or inconsistent with federal law.
- b. **Venue and Jurisdiction.** Except to the extent that a dispute is arbitrated or brought in small claims court pursuant to Section 13 below, the parties agree that all disputes must be litigated in the state or federal courts in New York, NY. You and ZZ each waive any defense or claim of lack of personal jurisdiction, the inappropriateness of venue, or forum non conveniens.
- c. **U.S. Jurisdiction.** ZZ and its properties are located in and operated from the United States. ZZ does not intend to be subject to any non-U.S. law or jurisdiction, under any circumstances, and you agree that you shall not pursue any claims, disputes, or controversies against ZZ insofar as they are subject ZZ to non-U.S. law or jurisdiction.

13. Binding Arbitration of Disputes on an Individual Basis

- a. **Claims subject to arbitration.** You and ZZ agree to arbitrate **all disputes and claims arising out of or relating in any way to ZZ, our Services, our Items, a lease or purchase of one or more Item(s), and/or the GTC.** This arbitration provision is intended to be broadly interpreted. It includes, but is not limited to:
 - Claims relating to any aspect of the relationship between you and ZZ, whether based in contract, tort, negligence, fraud, misrepresentation, trespass, or any other statutory or common-law legal theory;
 - Claims relating in any way to your interactions with or any actions taken by ZZ or any of its employees or agents, including but not limited to allegations that those employees or agents acted improperly in contacting you, terminating an agreement with you, repossessing goods, seeking to collect alleged amounts from you, or making complaints or reports about you to law enforcement, credit reporting bureaus, or any other third party;
 - Claims relating to ZZ's use, protection, or disclosure of information about you, including your account information, or marketing of ZZ's or third-party products and services to you;
 - Claims that arose before your acceptance of the GTC or any current or prior agreement between you and ZZ, such as claims related to advertising or disclosures;

- Claims that arise after the termination of this or any other agreement between you and ZZ; and
- Except as specified in Section 13(b) below, any disputes relating to the interpretation, applicability, scope, waiver, or enforceability of this arbitration provision, such as a dispute over whether a claim can or must be brought in arbitration.

In this Section 13 only, references in this to “ZZ,” “you,” “our,” and “us” include our respective predecessors in interest, successors, and assigns, as well as our respective past, present, and future subsidiaries, affiliates, related entities, agents, employees, and all authorized or unauthorized users or beneficiaries of our Services or any Item leased or purchased from ZZ. **You agree that, by entering into this Agreement, you and ZZ are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

- b. **Claims not subject to arbitration.** Notwithstanding the foregoing, you or ZZ may bring an action in your local small claims court seeking only individualized relief, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. If your jurisdiction permits small claims court judgments to be removed or appealed to a court of general jurisdiction for a trial de novo, that appeal shall be resolved in arbitration in accordance with this arbitration provision. This arbitration provision does not preclude you or ZZ from bringing issues to the attention of federal, state, or local agencies or law enforcement. In addition, in the event of a dispute over the applicability or enforceability of any of the prohibitions in Section 13(c), that dispute shall be resolved in court, not by any arbitrator.
- c. **Requirement of individual arbitration.** The arbitrator may award relief (including, but not limited to, damages, restitution, declaratory relief, and injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND ZZ 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, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and ZZ agree otherwise, the arbitrator may not consolidate more than one person’s claims. The arbitrator may not preside over any form of a representative, class, or private attorney general proceeding. If, after

- exhaustion of all appeals, any of these prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the parties agree that such a claim or request for relief shall be decided by a court of competent jurisdiction after all other claims and requests for relief are arbitrated.
- d. **Arbitration procedures.** A party who intends to seek arbitration must first send to the other a written Notice of Dispute. A Notice of Dispute to ZZ should be addressed to ZZ Driggs, Inc., Attn: Legal Department, 169 54th Street #208, Brooklyn, NY 11220. A Notice of Dispute to you will be sent to the last address you provided to ZZ. A Notice of Dispute must (i) provide your name, address, phone number, and the email address we have on file for you; (ii) describe the nature and basis of the claim or dispute; and (iii) set forth the specific relief sought. If you and ZZ do not reach an agreement to resolve the claim within 60 days after the Notice of Dispute is received, you or ZZ may commence arbitration with the American Arbitration Association (“AAA”), which shall administer the arbitration under its Consumer Arbitration Rules in effect at the time (“AAA Rules”). You may obtain a copy of the AAA Rules by visiting the AAA’s website at adr.org. If the AAA is unavailable to administer an arbitration, another provider will be selected by agreement of the parties or by the court pursuant to 9 U.S.C. § 5. Except as provided in Section 13(c) above, the arbitrator can award the same remedies available under applicable law that a court can award (including statutory and punitive damages and statutory attorneys’ fees). The arbitrator may consider rulings in other arbitrations involving different customers, but an arbitrator’s ruling will not be binding in proceedings involving different customers. Unless you and ZZ agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. The arbitrator may also conduct hearings by videoconference or by telephone or resolve claims or defenses on the basis of papers submitted by the parties. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision. The award shall be final and binding on the parties, and judgment may be entered on the award by any court with jurisdiction and by any state or federal court in New York, NY, the jurisdiction and venue of which you and ZZ both agree.
- e. **Arbitration fees.** If ZZ initiates arbitration or you initiate arbitration of claims valued at \$25,000 or less, ZZ will pay all AAA filing, administration, case management, hearing, and arbitrator fees (“AAA Fees”), so long as you have fully complied with the Notice of Dispute requirements in Section 13(d). If you seek relief valued at greater than \$25,000, the payment of AAA Fees shall be governed by the AAA Rules. Nothing in this Section 13(e) prevents the arbitrator from reallocating the AAA Fees in accordance with the AAA Rules in the event that the arbitrator finds that a claim violates the standards set in Federal Rule of Civil Procedure 11.
- f. **30-Day period to reject arbitration.** You may opt out of this Section 13 of the GTC within thirty (30) days of execution by providing written notice to ZZ Driggs, Inc. 169

54th Street #208, Brooklyn, NY 11220. To be valid, an opt-out notice must (i) include your name, the email address we have on file for you, and a statement that you are rejecting the arbitration provision in the GTC; and (ii) be received by ZZ within 30 days after your initial acceptance of the GTC. If you elect to opt-out under this paragraph, you agree that all other terms and conditions herein stated and stated in other agreements between you and shall remain in full force and effect; that includes, without limitation any other arbitration agreements between you and ZZ.

14. Miscellaneous but Important

- a. **Assignments.** Except as expressly permitted otherwise in writing, you may not assign, delegate, sell, or transfer any of your rights or obligations under the GTC or any other agreement with ZZ (including without limitation our Terms & Conditions of Purchase, Terms & Conditions: Lease with Purchase Option, Lease Contract and any ancillary agreements thereto); this includes, but is not limited to, your rights in connection with a lease and/or Lease Contract and/or the underlying Items, any credits, any refunds, and any right to sue arising under such an agreement. Notwithstanding anything herein contrary, ZZ may freely assign, delegate, sell, and/or transfer its rights and obligations under the GTC (including without limitation, the Privacy Policy and Return & Cancellation Policy) and, if applicable, our Terms & Conditions of Purchase, Terms & Conditions: Lease with Purchase Option, Lease Contract and any ancillary agreements thereto— and any assets relating to, arising out of, and/or concerning the aforementioned— including without limitation circumstances of sale, merger, acquisition, reincorporation, consolidation, reorganization, or other change of control. The GTC and will be binding on your heirs, assigns, administrators, and other legal represents, and shall inure to the benefit for ZZ and any of its successors and/or assigns.
- b. **Force Majeure.** You acknowledge and agree that ZZ shall hold no liability or responsibility for any harm, damages, penalties, losses, costs, expenses, fees, or issues that result from factors beyond the scope of our reasonable control. This includes without limitation, acts of God, weather, epidemics and pandemics, the shutdown of carriers, transportation, and/or utilities, strikes and protests, acts of warfare and/or terrorism, and actions taken by government agencies.
- c. **Severability.** If any of the terms and conditions herein – or any portion(s) of any terms or conditions – are held unenforceable, the impact of that unenforceability (i.e. limitation or exclusion of terms) will be construed as narrowly as possible to the extent permitted by law; moreover, the remainder of the terms and conditions herein – and all other portions thereof – shall nevertheless remain in full force and effect to the extent legally permissible. **Your jurisdiction may not allow the disclaimer of certain warranties or limitations of certain types of damages. Thus, it is possible that portions of the GTC may not apply to you.** However, the limitation or exclusion of a particular disclaimer, restriction, limitation, term, or condition shall, in no manner, impact any other provision herein, nor shall it affect the validity or force of that disclaimer, restriction, limitation, term, or condition in any other jurisdictions, to the extent allowed by law.

- d. **Translation & Headings.** Any translation of the GTC is merely provided as a convenience. Any discrepancy or dispute involving a translated version of the GTC and the English version of the GTC shall be resolved in favor of the English version. Any headings in the GTC are provided merely for reference and convenience; these headings have no binding or other material effect on the scope, nature, or validity of the terms and conditions in the GTC.
- e. **Affiliate Ads & Marketing.** We reserve the right to run advertisements and promotions through our Services, and to receive a contingency payment, structured payment, bonus and/or commission in connection with our ads and promotions.
- f. **Non-Waiver.** You acknowledge and agree that any failure by either Party to require the other's strict adherence to any term or condition herein shall, in no manner, be construed as a waiver of any right by that Party, nor shall such a failure be construed to remove or dilute the effect of any term, condition, or requirement herein stated.
- g. **Non-Endorsement.** You acknowledge and agree that ZZ does not support, endorse, hold liability for, or take responsibility for any third party statements or interactions arising out of or relating to the GTC; any third party statements and interactions solely reflect the statements, positions, and opinions of the person or persons creating making the statement and/or engaging in the interaction. Although ZZ offers to lease and sell Items manufactured and/or supplied by third parties, you acknowledge and agree that our listings – and any related imagery or information (e.g. pictures of Items; information on dimensions, weight) – do not constitute an endorsement of, or affiliation with, the Item or its manufacturer/supplier, nor do they constitute an assumption of liability or taking of responsibility as to the Item(s) in question.
- h. **Construed to Reflect Intent of Parties.** Insofar as the GTC include any errors or ambiguities related to spelling, grammar, or syntax – or any other clear errors or ambiguities – these errors and ambiguities shall be construed to reflect the intent of the parties. This includes, without limitation: (a) any ambiguities, inconsistencies, misuses, or uncertainties around the usage of the word “and” vs. “or” vs. “and/or”; and (b) any ambiguities, inconsistencies, misuses, or uncertainties around the usage of the word “including” – which shall mean “including without limitation,” rather than as point of exclusion, unless otherwise noted; (c) any ambiguities, inconsistencies, misuses, or uncertainties around the usage of the word “Item” vs. “Items” vs. “Item(s)” - which shall not render any language inapplicable by virtue of the fact that you do or do not possess more than one (1) Item
- i. **Compliance with Law & Export Control.** You agree to comply with all applicable international, federal, state, local, and institutional laws, rules, regulations, and guidelines. This includes, without limitation, all applicable laws, rules, regulations, restrictions and standards concerning United States export controls, including, but not limited to, any applicable embargoes.

j. **Entire Agreement.** Our GTC – taken along with our Privacy Policy, our Return & Cancellation Policy, and, when applicable, our Terms & Conditions of Purchase, Terms & Conditions: Lease with Purchase Option, and Lease Contract – represent the entire agreement between you and ZZ with respect to your access to, and use of our Services. These terms and conditions supersede any conflicting agreements or terms or conditions – however and whenever established – between you and ZZ, unless ZZ explicitly states otherwise in a signed writing, and we reject any term or condition, however and whenever set forth, that conflicts with any term or condition herein listed. You hereby agree that any term or condition you set forth, however and whenever set forth, that conflicts with any term or condition herein listed, shall be void and of no force or effect, regardless of any statement or indication to the contrary, unless ZZ explicitly states otherwise in a signed writing.

i. **Digital Millennium Copyright Act (17 U.S.C. §512)**

i. **Reporting Infringement.** If you believe that your copyrighted work appears in connection with our Services and/or is accessible through our Services in a way that constitutes copyright infringement, please notify ZZ by providing us with the following information in writing to the address listed below: (1) the physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf; (2) a description of the copyrighted work you claim has been infringed, and a description of the activity that you claim to be infringing; (3) identification of the URL or other specific location where the material or activity you claim to be infringing is located or is occurring; (4) your name, address, telephone number and, if you have one, your email address; (5) a statement by you that you have a good faith belief that use in our Services of the copyrighted work in the manner you are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law; and (6) a statement by you, made under penalty of perjury, that the information you have provided in your notice is accurate and that you are either the copyright owner, or are authorized to act on behalf of the copyright owner.

ii. **Counter-Claims of Infringement.** If you believe you are the subject of an improper infringement claim, please notify ZZ by providing us with the following information in writing to the address listed below: (1) the physical or electronic signature of either the copyright owner, or of a person authorized to act on the owner's behalf; (2) a detailed description of the copyrighted work you claim has been subject to an improper infringement claim; (3) identification of the URL or other specific location from where the allegedly infringing material has been removed, modified, and/or deleted; (4) your

name, address, telephone number and, if you have one, your email address; (5) the following statement: “I hold a legitimate, good faith belief that the allegedly offending material, as herein described, has been subject to complaint, removed, or rendered inaccessible as the result of misidentification, misfeasance, malfeasance, and/or mistake. All of the factual information I have provided in connection with this document is true and correct. I consent to the jurisdiction of the District Court in the United States judicial district in which I live – or, to the extent I reside outside the United States, in the Southern District of New York– and will accept service of process from the person, or the agent of the person who sent the initial notice of infringement to ZZ Driggs. All attestations herein are given under penalty of perjury.”

j. Contacting ZZ Driggs.

- i. **Legal Notices.** You agree that all legal notices and legal-related correspondence will be provided in hard copy to: ZZ Driggs Inc., Attention: Legal Department, 169 54th Street #208, Brooklyn, NY 11220. You agree that all legal notices and legal-related correspondence will include a courtesy copy sent via email to legal@zzdriggs.com.
- ii. **California Consumer Affairs.** Per California Code of Civil Procedure 1789.3, California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs: 1625 North Market Blvd., Sacramento, CA 95834; (916) 445-1254 or (800) 952-5210.
- iii. **Your feedback matters to us.** Please let us know if you have questions, concerns, or feedback regarding our Terms & Conditions or our Privacy Policy by emailing legal@zzdriggs.com. Likewise, please share any general feedback on ZZ, the Items we offer, and our Services by emailing support@zzdriggs.com.