

O2E Brands, Inc. - Website Terms of Use

Last Updated: JULY 26, 2024

Effective Date: JULY 26, 2024

These Terms of Use (these “Terms”, or the “Agreement”) are a legally binding agreement between you as the user (“you”) and O2E Brands Inc. and its affiliates and subsidiaries, together with the franchisor entities of the 1-800-GOT-JUNK?, WOW 1 DAY PAINTING, and SHACK SHINE franchise systems (collectively, “O2E”). These Terms govern your access to and use of this website, as well as any website or mobile website which links to this Agreement (each a “Site” and collectively, the “Sites”) including any content and functionality provided on or through the Sites. By continuing to use our Sites, you agree that such use is legally sufficient consideration under this Agreement. This Agreement is in addition to any specific terms of use which relate to any services we may provide, including without limitation any services ordered via your account.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITES AS THEY AFFECT YOUR LEGAL RIGHTS. UNLESS YOU ARE A CONSUMER RESIDING IN THE PROVINCE OF QUEBEC, THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

BY ACCESSING THIS SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT USE THIS SITE.

1. Use of the Site.

- a. **License.** On the condition that you comply with all of your obligations under these Terms, O2E grants you a limited, personal, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to access the Sites. Any other use of the Sites is strictly prohibited, and a violation of these Terms. O2E reserves all rights not expressly granted in these Terms, including, without limitation, rights of title, ownership, intellectual property, and all other rights and interests in the Sites, and all related items, including without limitation, all rights in the Sites as a collective work.
- b. **Revision of these Terms.** O2E may revise these Terms from time to time. O2E will use reasonable efforts to notify you of such changes. Such efforts might include posting notice on the Sites, an email to the address we have on file for you, or another method. However, please check the “Last Updated” legend at the top of this page to see when these Terms were last revised. Such revised Terms will be effective upon the “Effective Date” stated above. You should revisit these Terms on a regular basis, as revised versions will be binding upon you. You understand and agree that your continued access to or use of the Services after the effective date of changes to these Terms indicates your acceptance of such revisions.
- c. **Operation of the Sites.** O2E reserves the right to modify, terminate, and suspend the operation of the Sites, as well as the provision of any or all services via the Sites, without notice or liability, at any time and for any or no reason in its sole and absolute discretion.

2. Prohibited Uses. You agree that:

- a. you will not violate these Terms or use the Sites to violate the rights of any third party such as copyright or trademark rights, or other intellectual property rights;
- b. you will use your true legal name and true electronic mail address, and only provide accurate and complete information through the Sites;

- c. you will not otherwise reproduce, modify, distribute, display or provide access to the Sites or their content;
- d. you will not create derivative works from, translate, modify, decompile, disassemble, or reverse engineer any portion of the Sites;
- e. you will not upload to or distribute through the Sites any binary code, macros or other executable code, or any file that contains any viruses, trojan horses, malware, or other components designed to commandeer, limit or harm the functionality of a computer;
- f. you will not record, process or mine information about other users, or access, retrieve or index any portion of the Sites;
- g. you will not remove or modify any copyright or other intellectual property notices that appear on the Sites;
- h. you will not access or use the Sites in any manner that could damage, disable, overburden, place an unreasonable load on, interfere or attempt to interfere with the proper working of, or impair, the Sites, its computer systems or networks;
- i. you will not attempt to gain unauthorized access to any parts of the Sites or any of the Sites' computer systems or networks;
- j. you will not use the Sites in any way, and/or for any purposes, that are unlawful, harm O2E's business, O2E's service providers, licensors, representatives or any other user, or breach any policy or notice on the Sites;
- k. you will not link to or from the Sites to or from any third party website, including, but not limited to ones that may portray us in a misleading, derogatory or otherwise defamatory manner or which may contain any material that is unlawful, harmful, fraudulent, tortious, vulgar, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising.
- l. you will not impersonate another person or misrepresent your affiliation with another person or entity, such as by using another person's email to sign up for the Sites;
- m. you will not charge any person for access to any portion of the Sites or any information on the Sites;
- n. you will not access the Sites through automated queries (such as by screen or database scraping, spiders, robots, crawlers or any other automated activity with the purpose of obtaining information from the Sites) without O2E's prior express written permission;
- o. you will not engage in "framing" or "mirroring," or otherwise simulate the appearance or functionality of the Sites; and
- p. you will not assist, encourage, or enable others to do any of the preceding prohibited activities.

3. Representations and Warranties. You represent and warrant that:

- a. you have all requisite rights and authority to use the Sites and to enter into these Terms;
- b. the performance of your obligations under these Terms will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties;
- c. you will use the Sites for lawful purposes only and subject to these Terms, and that such use will comply with applicable laws;
- d. you have the express permission of any person or entity whose email address or contact information you provide through a “subscribe,” “email this,” or other similar features of a Sites, to provide such information to O2E;
- e. you are not a competitor of O2E or its licensors and are not using the Sites for reasons that are in competition with O2E or its licensors;
- f. you are responsible for the security of your account log in credentials, and will not share them with any third party; and
- g. you will not impersonate another person or misrepresent your affiliation with another person or entity, including using another person’s email address to sign up for the Sites.

4. Intellectual Property.

Content of the Sites. As between the parties, O2E or its licensors own all of the content that is made available in connection with the Sites (the “Site Content”), including visual interfaces, interactive features, graphics, designs, databases and their data, computer code, products, software and all other elements and components of the Sites. As between the parties, O2E or its licensors also own the copyrights, trademarks, service marks, trade names and other intellectual and proprietary rights throughout the world associated with the Sites and the Site Content, which are protected by copyright, industrial design, trade dress, patent, trademark and other applicable intellectual property rights and laws.

Restrictions. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display, perform or in any way exploit any of the Site Content in whole or in part, except as expressly authorized by the applicable rights holder. Except as expressly and unambiguously provided by these Terms, neither O2E nor any of its licensors grant you any express or implied rights, and all rights in and to the Sites and the Site Content are retained by their holders.

5. Privacy. O2E respects your privacy. Please see the O2E Brands [Privacy Notice](#) for more information.

6. Indemnification. You agree to indemnify, defend and hold O2E, as well as O2E’s parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, including the shareholders, officers, directors, employees, agents and representatives of each of them (collectively, the “Indemnified Parties”) harmless from any and all claims, liability, damages and costs (including, but not limited to, reasonable attorneys’ fees) arising out of or relating to: (i) your access to or use of the Sites; (ii) your violation of these Terms, including without limitation your breach of any representation or warranty; or (iii) your infringement of any intellectual property or other right of any person or entity. O2E reserves the right to, but is not obligated to, assume the exclusive defense and control of any matter for which you are required to indemnify the Indemnified Parties, and you agree to cooperate with O2E’s defense of any such claims.

O2E will use reasonable efforts to notify you of any such claim, action or proceeding if and when O2E becomes aware of it. Nothing in this Section shall restrict any rights that you may have under applicable laws.

7. **Third Party Sites.** The Sites may include links to third-party products, services and websites, as well as materials provided by third parties (collectively, "Third-Party Content"). Neither these Terms nor the Sites endorse or take responsibility for any Third-Party Content. You agree that the Indemnified Parties are not responsible for the availability or contents of Third-Party Content, and shall not be liable for any damages or injury arising from your use of such websites. You understand that the Indemnified Parties have no obligation to, and generally do not, approve or monitor materials provided by third parties through the Sites. Your use of Third-Party Content is at your own risk. Accordingly, we recommend that you read the applicable third party terms of use and privacy policies for more information.
8. **Disclaimer of Warranties.** YOUR USE OF THE SITES IS AT YOUR OWN RISK. O2E MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED THROUGH THE SITES. TO THE FULLEST EXTENT PERMITTED BY LAW, O2E WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIALS THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITES. **THIS DISCLAIMER DOES NOT APPLY WITH RESPECT TO CONSUMERS RESIDING IN THE PROVINCE OF QUEBEC.**

THE SITES AND ANY CONTENT OBTAINED THEREFROM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER O2E NOR ITS LICENSORS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITES. WITHOUT LIMITING THE FOREGOING, NEITHER O2E NOR ITS LICENSORS REPRESENT OR WARRANT THAT THE SITES OR ANY CONTENT OBTAINED THROUGH THE SITES WILL BE ACCURATE, RELIABLE, ERROR OR MALWARE-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT A SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, O2E HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. **Limitations of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, O2E AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "RELEASEES"), SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SITES, ANY SITE CONTENT OR DOWNLOADED CONTENT, INCLUDING WITHOUT LIMITATION, LOST BUSINESS OR PROFITS, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), EQUITY, BREACH OF CONTRACT, OR OTHERWISE (AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR O2E HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE). RELEASEES ALSO SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY SITES USER OR OTHER THIRD PARTY. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE

LIABILITY OF THE RELEASEES EXCEED ONE HUNDRED DOLLARS (\$100.00 USD), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE FOREGOING LIMITATION OF LIABILITY, O2E'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. **THIS DISCLAIMER DOES NOT APPLY WITH RESPECT TO CONSUMERS RESIDING IN THE PROVINCE OF QUEBEC**

10. Dispute Resolution and Arbitration; Class Action Waiver; Jury Trial Waiver. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY. THIS SECTION APPLIES ONLY WHERE PERMITTED BY APPLICABLE LAW .

- a. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.
- b. You and we agree that any dispute, claim or controversy, including those known or unknown that may be later discovered, arising out of or relating to this Agreement, or other agreements on the Services, or our Privacy Notice or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be either determined by binding arbitration before one arbitrator or submitted to small claims court. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules.
- c. YOU AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one 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 arbitration provision shall be null and void. The arbitrator may award declaratory or 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.
- d. If you elect to seek arbitration or file a small claim court action, you must first send to us, by email to the address in Section 12(d) below a written notice of your claim ("**Notice**"). The Notice to us must be addressed to: customerservice@1800gotjunk.com. If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. A Notice, whether sent by you or by us, must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("**Demand**"). If you and we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence an arbitration

proceeding or file a claim in small claims court. Arbitration forms can be downloaded from www.jamsadr.com.

- e. Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective, and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.
- f. You and we shall maintain the confidential nature of the arbitration proceeding and any award granted in connection with the same, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

11. SMS Terms

- a. When you opt-in to any O2E text program, you expressly consent to receiving recurring marketing and/or transactional text messages that may be sent using an automatic telephone dialing system, by or on behalf of O2E, at the cell phone number you provide us. Message and data rates may apply. Message frequency will vary based on your use. Text "HELP" for help. Text "STOP" to cancel.
- b. You can opt out of receiving text messages at any time. Just text "STOP" to 85865. After you send the message "STOP" to us, we will send you a reply message to confirm that you have been unsubscribed. After this, you will no longer receive text messages from us. If you want to join again, just sign up as you did the first time and we will start sending messages to you again.
- c. If at any time you forget what keywords are supported, just text "HELP" to 85865. After you send the message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.
- d. Participating carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL (ECIT), Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).
- e. T-Mobile is not liable for delayed or undelivered messages.
- f. As always, message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
- g. For all questions about the services provided by this short code, you can send an email to info@o2ebrands.com (or call our toll free number - 1-888-556-4126)

12. Miscellaneous.

- a. **No Assignment.** These Terms, and any rights or obligations under these Terms, are not assignable, transferable or sublicensable by you except with O2E's prior written consent, but may be assigned or transferred by O2E without restriction. Any attempted assignment by you shall violate these Terms and be void and unenforceable.
- b. **Beneficiaries.** Nothing in these Terms is intended to, nor will it be deemed to, confer rights or remedies upon any third party.
- c. **Amendments; Waivers.** O2E may modify these Terms as provided in Section 1(b) (Revision of these Terms). These Terms may not be modified, amended, or waived, in whole or in part, by you except by a written instrument signed by O2E. Except as expressly set forth herein, any failure of either party to take action in response to any breach of these Terms by the other party shall not constitute a waiver of such breach or of performance required by the other party; and no waiver of any provision of these Terms shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided therein.
- d. **Notices.** To send notices to O2E, or if you have any questions regarding these Terms, please contact O2E at customerservice@1800gotjunk.com. O2E may provide you with notices, including notices of changes to these Terms, by electronic mail, regular mail, or communications through the Sites. Please note that by providing us with your email address, postal address, or phone number, you are agreeing that we or our agent may contact you at that address or number in a manner consistent with our Privacy Policy.
- e. **Entire Agreement.** These Terms contain the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous representations, promises, agreements and understandings, whether oral or written, between the parties concerning the subject matter hereof. You may from time to time enter into binding legal agreements relating to certain services available through the Sites, which may have terms that are different from those of these Terms. In the event of any inconsistency, the terms of such other agreement shall control with respect to such services.
- f. **Severability.** If any provision of these Terms is deemed to be invalid or unenforceable, the remaining provisions of these Terms shall be valid and binding and of like effect as though such provision were not included.
- g. **New Jersey Residents.** If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) Disclaimer of Warranty; (b) Limitation of Liability; (c) Indemnity; and (d) under Disputes, the Class Action Waiver (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.
- h. **Language/Langue. Applicable only if you reside in the Province of Quebec.** You acknowledge having been offered the choice to enter into these Terms in English and in French and having expressly requested to enter into these Terms in English only, after being provided with the French version. Therefore, the parties hereby consent to these Terms being drawn up exclusively in English and to have all related documents be drawn up in English only. *Vous reconnaissez vous être fait*

offrir le choix de conclure ce contrat en anglais et en français et avoir expressément demandé de le conclure uniquement en anglais, après avoir reçu la version française. Par conséquent, les parties conviennent que ce contrat soit rédigé exclusivement en anglais et que tous les documents qui s'y rattachent soient uniquement en anglais.

13. Contact Information. If you have questions about these Terms, or if you have technical questions about the operation of the Sites, please contact us at:

O2E Brands Inc.
Legal Department
Attn: Privacy Officer
301 – 887 Great Northern Way
Vancouver, BC, V5T 4T5
Email: legal-department@o2ebrands.com
Telephone: (866) 234-0057