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Eleven Offsets, LLC

Terms of Use Agreement

Last Updated Date: April 27, 2022

Eleven Offsets, LLC ("**Eleven Offsets**", "**we**", "**our**", "**us**") provides employees of Eleven Experience, LLC ("Eleven Experience,"), related business entities, and the general public an opportunity to offset carbon resulting from business and personal travel via our website, www.elevenoffsets.org ("**Offsets Platform**").

THIS TERMS OF USE AGREEMENT ("**AGREEMENT**") SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS BETWEEN YOU AND ELEVEN OFFSETS, GOVERNING YOUR ACCESS TO AND USE OF OUR WEBSITE LOCATED AT <https://www.elevenoffsets.org/> AND ANY ASSOCIATED WEBSITES, SUBDOMAINS, AND SERVICES (COLLECTIVELY, THE "**SERVICES**").

BY CLICKING "I ACCEPT," OR OTHERWISE ACCESSING OR USING THE SERVICES, OR ANY PORTION THEREOF, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH ELEVEN OFFSETS, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE SERVICES. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICES.**

PLEASE BE AWARE THAT SECTION 10 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING ARBITRATION. UNLESS YOU OPT OUT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY

CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY ELEVEN OFFSETS IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Eleven Offsets will make a new copy of the Terms of Use Agreement available at the Services. If we make any material changes, and you have registered with us to create an account, we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Agreement. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SERVICES TO VIEW THE THEN-CURRENT TERMS.

1. USE OF THE SERVICES.

The Services, and the information and content available on the Services are protected by copyright laws throughout the world. Unless otherwise specified by Eleven Offsets in a separate license, your right to use any and all of the Services is subject to the Agreement.

1.1 Updates.

You understand that the Services are evolving. As a result, Eleven Offsets may require you to accept updates to the Services. You acknowledge and agree that Eleven Offsets may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.

1.2 Certain Restrictions.

You agree not to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion thereof; (b) frame or utilize framing techniques to enclose any Eleven Offsets Marks (as defined below) or other parts of the Services; (c) use any metatags or other "hidden text" using Eleven Offsets' name or Marks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from our Services; (f) except as

expressly stated herein, copy, republish, download, display, post or transmit any portion of the Services in any form or by any means; (g) remove or destroy any copyright notices or other proprietary markings contained on or in the Services; (h) use the Services for any purpose that is prohibited by this Agreement or by applicable law; or (i) take any action or make available any Content (as defined below) on or through the Services that: (1) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (2) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (3) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (4) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without our prior written consent; (5) impersonates any person or entity; (6) interferes with or attempts to interfere with the proper functioning of the Services; or (7) attempts to engage in or engage in, any potentially harmful acts that are directed against the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. Eleven Offsets, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Services terminates the licenses granted by Eleven Offsets pursuant to the Agreement.

1.3 Company Communications.

By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail and push notifications. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

2. REGISTRATION.

In order to access the Services you may be required to become a Registered User. For purposes of the Agreement, a "**Registered User**" is a user who has registered an account on the Services ("**Account**"). In registering an account on the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the registration form (the "**Registration Data**"). You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Eleven Offsets immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, Eleven Offsets has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You

agree not to create an Account or use the Services if you have been previously removed or banned by Eleven Offsets.

3. RESPONSIBILITY FOR CONTENT.

3.1 Types of Content.

You acknowledge that all information ("**Content**") on or within the Services is the sole responsibility of the party from whom such Content originated. This means that you, and not Eleven Offsets, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available through the Services ("**Your Content**"), and that you and other Registered Users of the Services, and not Eleven Offsets, are similarly responsible for all Content that you and they make available through the Services ("User Content").

3.2 No Obligation to Pre-Screen Content.

You acknowledge that Eleven Offsets has no obligation to pre-screen Content (including, but not limited to, User Content), although Eleven Offsets reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. In the event that Eleven Offsets pre-screens, refuses or removes any Content, you acknowledge that Eleven Offsets will do so for Eleven Offsets' benefit, not yours. Without limiting the foregoing, Eleven Offsets shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

4. INTELLECTUAL PROPERTY.

4.1 Ownership.

Except with respect to Your Content and User Content, you agree that Eleven Offsets and its suppliers own all rights, title and interest in the Services, including the trade names, graphics, logos, and service marks ("**Marks**") of Eleven Offsets. Such Marks may not be used without permission in connection with your, or any third-party, products or services. Other Marks that may appear on or in the Services are the property of their respective owners.

4.2 License to Your Content.

Eleven Offsets does not claim ownership of Your Content. You hereby grant (and you represent and warrant that you have the right to grant) Eleven Offsets a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the Services to you and to our other Registered Users. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Eleven Offsets, are responsible for all of Your Content that you Make Available on or in the Services.

4.3 Feedback.

You agree that submission of any ideas, suggestions, and/or feedback to Eleven Offsets ("**Feedback**") is at your own risk and that we have no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Eleven Offsets a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to exploit in any manner, any and all Feedback.

5. CONFIDENTIALITY.

During your access to the Services, we may disclose to you our confidential and/or proprietary materials and information, including with respect to potential Transactions ("**Confidential Information**"). All materials and information disclosed by Eleven Offsets through the Services that is identified at the time of disclosure as confidential, and all such other information that you reasonably should have known was Confidential Information, will be considered Confidential Information. Unless otherwise agreed in advance and in writing by Eleven Offsets, you will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever or disclose the Confidential Information to any third party. If you are an entity, you may disclose the Confidential Information only to those of your employees who need to know such information and who, prior to such disclosure, are made aware of the confidential nature of the Confidential Information and caused to execute, or are already bound by, a non-disclosure agreement containing terms and conditions consistent with the those in this Agreement. In any event, you shall be responsible for any breach of the terms and conditions of this Agreement by any of your employees. You shall use at least the same degree of care to avoid disclosure of

the Confidential Information as you employ with respect to your own confidential information of like importance, but not less than a reasonable degree of care. The obligations in this Section 5 will not apply to any information that you can demonstrate (i) is in or comes into the public domain without breach of this Agreement by you; (ii) was in your possession prior to receipt from Eleven Offsets and was not acquired under an obligation of confidentiality or non-use; (iii) is acquired by you from a third party not under an obligation of confidentiality or non-use to Eleven Offsets; or (iv) is independently developed by you without use of any Confidential Information as demonstrated by contemporaneous, written records. You may disclose Confidential Information as required by law or court order; provided that you provide us with prompt written notice thereof and use best efforts to limit disclosure. At any time, upon our request, you will return to us all Confidential Information in your possession, including, without limitation, all copies and extracts thereof.

6. INDEMNIFICATION.

You agree to indemnify and hold Eleven Offsets, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (collectively, the "**Eleven Offsets Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, the Services; (c) your violation of the Agreement; or (d) your violation of any applicable laws, rules or regulations. Eleven Offsets reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Eleven Offsets in asserting any available defenses. This provision does not require you to indemnify any of the Eleven Offsets Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Services provided hereunder. The provisions in this section will survive any termination of the Agreement and/or your access to the Services.

7. DISCLAIMER OF WARRANTIES AND CONDITIONS.

7.1 NOT ADVICE; INFORMATION ONLY.

THE INFORMATION CONTAINED ON THE SERVICES, INCLUDING ANY INFORMATION WITH RESPECT TO ANY TRANSACTION, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE. ELEVEN OFFSETS EXPRESSLY DISCLAIMS ANY

WARRANTY THAT THE INFORMATION ON THE SERVICES, INCLUDING WITH RESPECT TO ANY TRANSACTION, WILL BE ACCURATE OR RELIABLE. NO ACTION SHOULD BE TAKEN BASED UPON ANY INFORMATION CONTAINED IN THE SERVICES. YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE FROM A PERSON WHO IS LICENSED AND/OR QUALIFIED TO PROVIDE SUCH ADVICE IN THE APPLICABLE AREA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ELEVEN OFFSETS OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

7.2 GENERAL.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. ELEVEN OFFSETS PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES. ELEVEN OFFSETS PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR THE RESULTS THAT MAY BE OBTAINED FROM USE OF COMPANY PROPERTIES WILL BE ACCURATE OR RELIABLE. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH COMPANY PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS COMPANY PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

7.3 THIRD PARTY CONDUCT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT ELEVEN OFFSETS PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ELEVEN OFFSETS PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. ELEVEN OFFSETS MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS,

TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE SERVICES.

8. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL ELEVEN OFFSETS PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF PRODUCTION OR USE, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, OR LOSS OF DATA OR CONTENT, IN EACH CASE WHETHER OR NOT ELEVEN OFFSETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ON ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. TO THE FULLEST EXTENT PROVIDED BY LAW, ELEVEN OFFSETS PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF: (A) \$100; OR (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE LIMITATIONS OF DAMAGES SET FORTH IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ELEVEN OFFSETS AND YOU. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

9. TERM AND TERMINATION.

9.1 Term.

The Agreement commences on the earlier to occur of (a) the date you first used the Services, or (b) the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

9.2 Termination of Services by Eleven Offsets.

If you have materially breached any provision of the Agreement, or if Eleven Offsets is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful), Eleven Offsets has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Eleven Offsets' sole discretion and that Eleven Offsets shall not be liable to you or any third party for any termination of your Account. Eleven Offsets may also terminate this Agreement for convenience on thirty (30) days' prior written notice to you.

9.3 Termination of Services by You.

If you want to terminate the Services provided by Eleven Offsets, you may do so by (a) notifying us at any time, and (b) closing your Account.

9.4 Effect of Termination.

Termination of the Services includes removal of access to, and barring of further use of, the Services, and the deletion of your password and your Account. Eleven Offsets will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, indemnification, confidentiality, dispute resolution, and limitation of liability.

10. DISPUTE RESOLUTION.

Please read the following arbitration agreement in this section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Eleven Offsets and limits the manner in which you can seek relief from us.

10.1 Applicability of Arbitration Agreement.

You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Services, or to any aspect of your relationship with Eleven Offsets, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify, and (b) you or Eleven Offsets may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or**

were asserted before the effective date of this Agreement or any prior version of this Agreement.

10.2 Arbitration Rules and Forum.

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent: The Corporation Trust Company, Corporation Trust Center, 129 Orange Street, Wilmington, DE 19801 phone # 302-658-7581. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Eleven Offsets will pay them for you. In addition, Eleven Offsets will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

10.3 Authority of Arbitrator.

The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Eleven Offsets. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-

monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

10.4 Waiver of Jury Trial.

YOU AND ELEVEN OFFSETS HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Eleven Offsets are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 10.1 (Application of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

10.5 Waiver of Class or Other Non-Individualized Relief.

ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of California. All other disputes, claims, or requests for relief shall be arbitrated.

10.6 30-Day Right to Opt Out.

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: support@elevenoffsets.org,

within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Eleven Offsets username (if any), the email address you used to set up your Eleven Offsets account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

10.7 General.

Except as provided in Section 10.5 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. This Arbitration Agreement will survive the termination of your relationship with Eleven Offsets. Notwithstanding any provision in this Agreement to the contrary, we agree that if Eleven Offsets makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Eleven Offsets at the following address: Eleven Offsets, LLC 221 North Hogan Street, Suite 403, Jacksonville, Florida 32202.

11. THIRD PARTY SERVICES.

The Services may contain links to third-party websites, applications, and advertisements for third parties (collectively, "**Third-Party Services**"). Such Third-Party Services are not under the control of, and are not the responsibility of, Eleven Offsets. We provide these Third-Party Services only as a convenience and do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services. You use all links in Third-Party Services at your own risk. When you leave our Services, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

12. GENERAL PROVISIONS.

12.1 Assignment.

The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Eleven Offsets' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

12.2 Force Majeure.

Eleven Offsets shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, epidemics/pandemics, government shutdowns or actions, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

12.3 Governing Law and Venue.

THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Eleven Offsets agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Jacksonville, Duval County, Florida.

12.4 Notice.

Where we require that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Eleven Offsets at the following address: Eleven Offsets, LLC 221 North Hogan Street, Suite 403, Jacksonville, Florida 32202. Such notice shall be deemed given when received by Eleven Offsets by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

12.5 Waiver; Severability.

Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

12.6 Consumer Complaints.

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

12.7 Entire Agreement.

The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.