

MAKEENA
TERMS OF USE

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

These Terms of Use (the “Terms”) govern your use of the Makeena, Inc., and its affiliates and subsidiaries (collectively, “Makeena”) service available through our website located at [http://makeena.com] (the “Website”), and software applications, including the application entitled “Makeena” (each, an “App” and collectively, “Apps”) that, in part, enables users to search for, locate, and compare natural products brands as well as create shopping lists, compare nutritional information, and receive special rebates from their favorite brands (collectively, the functionality provided by the Website and App referred to as the “Service”). By browsing our Website, downloading and installing the App, or registering for or using the Service, you acknowledge that you have read and understand these Terms and agree to be bound by them. If not, do not download the Apps or use the Website or Service.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, BROWSING, OR USING THE WEBSITE OR SERVICE, CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR DOWNLOADING THE APP, YOU REPRESENT (1) THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH MAKEENA, AND (2) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE COMPANY YOU REPRESENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE WEBSITE, APP, OR SERVICES.

1. REGISTRATION

- a. Member Accounts. To use certain features of the Service, you must register and create an account (“Account”). To be eligible to create an Account, you must be at least 18 years old. When you set up your account, you will be required to create log-in credentials by providing certain types of personal information (“Login Credentials”). For more information on the types of personal information we will collect in order to create your Login Credentials, please review our Privacy Policy. You are responsible for maintaining the confidentiality of your Login Credentials, and are solely responsible for all activities that occur using your Login Credentials. You agree not to allow a third party to use your Login Credentials at any time. We reserve the right to terminate any username and password, which we reasonably determine may have been used by an unauthorized third party.
- b. Social Networking Accounts. You may also link your Account with certain third party social networking services, including Facebook and Google+ (a “SNS Account”) by either (i) providing your SNS Account login information to us; or (ii) allowing us to access your SNS Account, if permitted under the applicable terms and conditions that govern your use of each SNS Account. You represent that you are entitled to disclose your SNS Account login information to us and/or grant us access to your SNS Account without breach by you of any of the terms and conditions that govern your use of the applicable SNS Account and without obligating us to pay any fees or making us subject to any usage limitations imposed by such third party service providers. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE SOCIAL NETWORKING SERVICE PROVIDERS ASSOCIATED WITH YOUR SNS ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH SOCIAL NETWORKING SERVICE PROVIDERS.

2. HOW REBATES ON THE SERVICES WORK

- a. Generally. Certain brands, merchants, and retailers (collectively, “Brands”) may offer users, via the Services, certain discounts and/or rebates (“Rebates”) related to their products (those products subject to a Rebate, “Qualifying Products”). After purchasing Qualifying Products from the supermarket, retailer, or natural foods store, users may redeem their Rebates by taking and uploading a photo of their receipt to the Service. After confirmation by the Service of the purchase of Qualifying Products,

the Service will remit the applicable Rebate to the user's Payment Account (as defined in Section 2(b) below) within a reasonable amount of time.

- b. Payment Accounts. In order to receive a Rebate using the Services, you will need to create an account ("Payment Account") with our third party payment provider identified on the Service ("Payment Provider"). Your Payment Provider agreement governs your use of the Payment Account and you must refer to that agreement and not the Terms to determine your rights and liabilities. All Rebates for the purchase of Qualifying Products will be deposited in your Payment Account by our Payment Provider.
- c. Rebate Terms. In addition to the terms and conditions of these Terms, any Rebates offered through the Site may be governed by specific terms and conditions that are separate from this Agreement. Rebates may be subject to limitations, including, without limitation, geographic limitations or number of Rebates offered by Brands. We urge you to review any specific terms and conditions applicable to a particular Rebate. To the extent that the terms and conditions of such Rebates conflict with these Terms, the terms and conditions of the applicable Rebate will control.

In order to receive a Rebate, users must upload a photo of their receipt for the purchase of Qualifying Products to the Service no later than the claim by date, or as set forth in the applicable Rebate or on the App. All Rebates are also subject to the terms and conditions set forth in the Rebate offer or promotion. All Rebate claims are subject to Makeena's final, sole, and absolute review and approval. If a Rebate submission is incomplete or fails to meet any of the terms and conditions applicable to such Rebate, no Rebate will be issued. Applicable tax, if any, is the sole responsibility of the user.

You understand and agree that the Service uses a series of algorithms and optical recognition technologies to convert the photographed images of your receipts into digital text. This automated process is often prone to errors, and as such, you understand that you are solely responsible for confirming that your purchase of all Qualifying Products is accurately reflected on the Services. You further understand and agree, any alteration, blurring, burning, charring, darkening, destruction, obscuring, obfuscation, ripping, smearing, tearing, or other damage to your receipts may impact your ability to upload evidence of your purchase of Qualifying Products to the Service. Makeena assumes no liability for the accuracy or completeness of any receipts or other information you upload to the Services, or any inaccuracies or failures of the Services to translate photographs of your receipts into digital text.

3. **LICENSES AND RESTRICTIONS**

- a. License. Subject to the terms and conditions herein, Makeena grants you a personal, revocable, limited, non-transferable license to use the App on either (i) any iPhone, iPad or iPod Touch that you own or control, or (ii) any Android-enabled mobile device you own or control. With respect to any App accessed through or downloaded from the Apple App Store, Google Chrome Web Store, Google Play marketplace, or any similar store or marketplace (each, an "App Store" and references to an App Store include the corporate entity and its subsidiaries making such App Store available to you), you agree to comply with all applicable third party terms of the relevant App Store (e.g., Apple App Store's "Usage Rules") (the "Usage Rules").
- b. Certain Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host, or otherwise commercially exploit the Website, Apps, or Services (collectively, the "Makeena Properties") or any portion of the Makeena Properties, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Makeena Properties (including images, text, page layout, or form) of Makeena; (c) you shall not use any metatags or other "hidden text" using Makeena's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer any part of the Makeena Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not 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 any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) access the Makeena Properties in order to build a similar or competitive website, application, or service; (g) except as expressly stated herein, no part of the Makeena Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Makeena Properties. Any unauthorized use of the Makeena Properties terminates the licenses granted by the Makeena pursuant to the Terms.

- c. Updates. All updates and upgrades to the App will be governed by the version of these Terms published by Makeena as of the date you install such update or upgrade. You agree, however, that we are not obligated to create or provide any support, corrections, updates, upgrades, bug fixes, and/or enhancements of the App or for the Service. Any rights not expressly granted herein are reserved.

4. **USER CONTENT**

- a. User Content. “User Content” means any and all information and content that a user submits to, or uses with, the Makeena Properties (e.g., photos of receipts you upload to receive Rebates). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness, or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. Makeena is not obligated to backup any User Content and User Content may be deleted at anytime. You are solely responsible for creating backup copies of your User Content if you desire.
- b. License. Makeena does not claim ownership of your User Content. However, when you post, publish, submit, or upload your User Content to the Services, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, license, reproduce, publicly display, publicly perform, distribute, digitally transmit, and create derivative work from your User Content. You hereby grant, and you represent and warrant that you have the right to grant, to Makeena an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, for the purposes of operating, and providing the Website, App, and Services to you and other users. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.
- c. Enforcement. We reserve the right (but have no obligation) to review any User Content, investigate, and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such acts may include removing or modifying your User Content, terminating your Account in accordance with Section 18**Error! Reference source not found.**, and/or reporting you to law enforcement authorities.
- d. Feedback. If you provide Makeena any feedback or suggestions regarding the App or Services (“Feedback”), you hereby assign to Makeena all rights in the Feedback and agree that Makeena shall have the right to use such Feedback and related information in any manner it deems appropriate. Makeena will treat any Feedback you provide to Makeena as non-confidential and non-proprietary. You agree that you will not submit to Makeena any information or ideas that you consider to be confidential or proprietary.

5. **INTERACTIONS WITH OTHER USERS**

- a. User Responsibility. You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services; provided, however, that Makeena reserves the right, but has no obligation, to intercede in such disputes. You agree that Makeena will not be responsible for any liability incurred as the result of such interactions.
 - b. Content Provided by Other Users. The Makeena Properties may contain User Content provided by other users. Makeena is not responsible for and does not control User Content. Makeena has no obligation to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own risk.
6. **OWNERSHIP RIGHTS AND LICENSE**. As between you and Makeena, the Makeena Properties, including any design, layout, logo, text, code, and graphics contained within the App and Website (the “Makeena Content”) is, and shall remain the sole property of Makeena and is subject to protection under U.S. and foreign copyright laws. Other trademarks, logos, and images that are available in connection with our Service are the property of their respective owner (each an “Owner”), which may or may not be affiliated with, connected to, or sponsored by Makeena.
7. **BRAND INFORMATION**. The Service solely acts as a portal to allow Brands to pass their promotions and Rebates, as well as other information about their products and services, including ingredient and nutritional information, on to users. All statements, recommendations, opinions, offers, and other information presented or disseminated to users related to Brands and/or their products and services via the Services, are made by the Brands who are solely responsible and liable for their content, and are not reviewed, approved, or endorsed by Makeena. Makeena does not endorse or promote any Brand or their products or services, and Makeena makes no representation relating to and does not offer any opinion, recommendation, or advice regarding any Brand, their products or services, any posted ingredient or nutritional information or any product claims. As such you agree that, as between Makeena and the Brands, the Brands are solely for their products and services, including all representations, warranties, guarantees, promises, statements, and claims. Makeena has no obligation to review, check, or investigate any statement or claim made by any Brand.
8. **NO WARRANTY**. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE MAKEENA PROPERTIES IS AT YOUR SOLE RISK AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAKEENA PROPERTIES, AND ANY MAKEENA CONTENT, ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND MAKEENA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE MAKEENA PROPERTIES, AND ANY MAKEENA CONTENT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. MAKEENA DOES NOT WARRANT THAT THE MAKEENA PROPERTIES, AND ANY MAKEENA CONTENT OR USER CONTENT, WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE MAKEENA PROPERTIES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE MAKEENA PROPERTIES WILL BE CORRECTED, OR THAT THE SERVICE WILL BE AVAILABLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAKEENA OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.
9. **LIMITATION OF LIABILITY**. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL MAKEENA BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE MAKEENA PROPERTIES, ANY MAKEENA CONTENT OR ANY INFORMATION AVAILABLE ON THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR

OTHERWISE) AND EVEN IF MAKEENA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MAKEENA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY MAKEENA TO YOU DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) AND/OR OMISSION(S) GIVING RISE TO SUCH DAMAGES, OR (B) THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. **RELEASE.** If you have any dispute with one or more Brands, you hereby release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from all claims, demands, and damages (actual or consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF UNKNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

11. **ARBITRATION; APPLICABLE LAW**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

- a. Except for a claim by Makeena against you, any and all disputes between you and Makeena arising under or related in any way to these Terms must be resolved through binding arbitration as described in this Section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of the App.
- b. **YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND MAKEENA ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND MAKEENA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**
- c. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this Section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and Makeena must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Denver, Colorado. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in Colorado. Claims of infringement or misappropriation of Makeena's patent, copyright, trademark, or trade secret shall be exclusively brought in the state and federal courts located in Denver, Colorado.
- d. The laws of the State of Colorado, excluding its conflicts of law rules that would result in the laws of a State other than Colorado, govern this license and your use of the Service.
12. **APPLICATION STORE ADDITIONAL TERMS AND CONDITIONS.** The following additional terms and conditions apply to you if you are using an App from an App Store. To the extent the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of

this Section, the more restrictive or conflicting terms and conditions in this Section apply, but solely with respect to Apps from the App Store.

- a. Acknowledgement. Makeena and you acknowledge that this Agreement is concluded between Makeena and you only, and not with the App Store, and Makeena, not the App Store, is solely responsible for App and the content thereof. To the extent this Agreement provides for usage rules for App that are less restrictive than the Usage Rules set forth for App in, or otherwise is in conflict with, the Application Store Terms of Service, the more restrictive or conflicting App Store term applies, as applicable.
 - b. Scope of License. The license granted to you for App is limited to a non-transferable license to use App on either an iOS or Android device that you own or control and as permitted by the Usage Rules.
 - c. Maintenance and Support. Makeena is solely responsible for providing any maintenance and support services with respect to App, as specified in these Terms (if any), or as required under applicable law. Makeena and you acknowledge that the App Store has no obligation whatsoever to furnish any maintenance and support services with respect to App.
 - d. Warranty. Makeena is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of App to conform to any applicable warranty, you may notify the App Store, and the App Store may refund the purchase price for App to you; and to the maximum extent permitted by applicable law, the App Store will have no other warranty obligation whatsoever with respect to App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Makeena's sole responsibility.
 - e. Product Claims. Makeena and you acknowledge that the App Store is not responsible for addressing any claims of you or any third party relating to App or your possession and/or use of App, including, but not limited to: (i) product liability claims; (ii) any claim that App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit Makeena's liability to you beyond what is permitted by applicable law.
 - f. Intellectual Property Rights. Makeena and you acknowledge that, in the event of any third party claim that App or your possession and use of App infringes that third party's intellectual property rights, Makeena, not the App Store, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
 - g. Legal Compliance. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
 - h. Developer Name and Address. Makeena's contact information for any end-user questions, complaints, or claims with respect to App is set forth below.
 - i. Third Party Terms of Agreement. You must comply with applicable third party terms of agreement when using App.
 - j. Third Party Beneficiary. You agree that the App Store (and its subsidiaries) is a third party beneficiary of these Terms and will have the right to enforce these Terms.
13. **MAKEENA NAME AND ADDRESS.** Makeena's contact information for any end-user questions, complaints, or claims with respect to Makeena Properties is info@makeena.com.
 14. **INDEMNIFICATION.** You agree to indemnify, defend, release, and hold harmless Makeena, its partners,

licensors, affiliates, contractors, officers, directors, employees, and agents from all damages, losses, and expenses arising directly or indirectly from (a) any negligent acts, omissions, or willful misconduct by you, (b) your use of the Makeena Properties, (c) any breach of these Terms by you, and/or (d) your violation of any law or of any rights of any third party.

15. **EQUITABLE REMEDIES.** You hereby agree that if the terms of these Terms are not specifically enforced, Makeena will be irreparably damaged, and therefore you agree that Makeena shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of these Terms, in addition to any other available remedies.
16. **DIGITAL MILLENNIUM COPYRIGHT ACT.** Makeena is committed to respecting and protecting the legal rights of copyright owners. As such, Makeena adheres to the following notice and take down policy, in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. §512 et seq.). If you believe infringements upon your intellectual property rights are taking place on or through the Service, please submit a notification alleging such infringement (hereafter a “DMCA Takedown Notice”). To be valid, a DMCA Takedown Notice must (i) be provided to Makeena’s designated agent, (“Copyright Agent”), as set forth below, and (ii) include the following:
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
 - Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
 - Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
 - A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Makeena’s Copyright Agent to receive DMCA Takedown Notices is: email: info@makeena.com. For clarity, only DMCA Takedown Notices should go to the Copyright Agent; any other feedback, comments, online purchases, or other communications should be directed to the applicable customer service links posted on the Service. You acknowledge that for Makeena to be authorized to takedown any content, your DMCA Takedown Notice must comply with all of the requirements of this Section.

17. **CHANGE TO THESE TERMS.** PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY MAKEENA IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Makeena will make a new copy of the Terms of Use available at the Website and within the App. We will also update the “Last Updated” date at the bottom of these Terms. 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 Terms. Any changes to the Terms will be effective immediately for new users of the Makeena Properties and will be effective thirty (30) days after posting notice of such changes on the Website or App for existing users, provided that any material changes shall be effective for users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes within the Website or App or thirty (30) days after dispatch of an e-mail notice of such changes to users who have registered for an Account. Makeena may require you to provide consent to the updated Terms in a specified manner before further use of the Website, App, Widget, and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Makeena Properties. Otherwise, your continued use of the Makeena Properties constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE AND APP TO VIEW THE THEN-CURRENT TERMS.

18. **TERMINATION.** Makeena may cancel, suspend, or block your use of the Service without notice if there has been a violation of these Terms. Your right to use the Service will end once your registration is terminated, and any data you have stored on the Service, including any User Content may be unavailable later, unless Makeena is required to retain it by law. You may terminate your registration at any time. Makeena is not responsible or liable for any records or information that is made unavailable to you as a result of your termination of registration. **YOU AGREE THAT MAKEENA WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SERVICE.** Any limitations on liability that favor Makeena will survive the expiration or termination of these Terms for any reason.
19. **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 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.
20. **MISCELLANEOUS.** Makeena's failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

Last Updated: September 22, 2014