

# UNHITCHUS TERMS AND CONDITIONS OF USE

**Last Updated: 4/2/2019**

These Terms and Conditions of Use (the “Terms of Use”) apply to all websites and mobile app owned or operated by unHitchUs, LLC (“unHitchUs,” “we,” “our,” or “us”), including the website located at [www.unhitchus.com](http://www.unhitchus.com) (the “Site”).

Please carefully review these Terms of Use, which govern your use of the Site. By using the Site, you affirm that you have read and understand, and unconditionally agree to follow and be bound by, the Terms of Use. Although you may bookmark a particular portion or page of this Site and thereby bypass the Terms of Use, your use of this Site still binds you to such terms. **BY USING THE SITE, YOU AGREE TO THE TERMS OF USE; IF YOU DO NOT AGREE, YOU MAY NOT USE THE SITE.**

unHitchUs provides an online legal portal to give visitors a general understanding of the law and to provide an automated software solution to individuals who choose to prepare their own divorce documents. unHitchUs is affiliated with the law office of Iowa licensed attorney Kimberly Stamatelos. Upon signing of an attorney fee agreement and using the unHitchUs platform you will have established an attorney/client relationship with Kimberly Stamatelos or other attorneys she may assign to your matter at her sole discretion. Your attorney will be providing cannot legal advice, explanations, opinions, and recommendations about possible legal rights, remedies, defenses, options, selection of forms, or strategies. This Site is intended only to create any attorney-client relationship between you and Kimberly Stamatelos or her designated attorneys, and your use of the Site does not and will not create an attorney-client relationship between your spouse and unHitchUs. Instead, your spouse is and will be representing him/herself in any legal matter you undertake in connection with the Site. Accordingly, communications between you and unHitchUs are protected by the attorney-client privilege or as work product. However, any such information you share with your spouse may waive the confidentiality between attorney and client and thus you should be cautious of allowing your spouse unsupervised access to the unHitchUs platform.

unHitchUs strives to keep its legal documents accurate, current, and up-to-date. However, because the law changes rapidly, unHitchUs cannot guarantee that all of the information on the Site is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. Because your relationship to the law and the legal system is inherently personal, no general information or technological tools like those that we provide will be appropriate for every circumstance. Furthermore, the legal information contained on the Site is not legal advice and is not guaranteed to be correct, complete, or up-to-date. Therefore, if you need legal advice for your specific situation, you should consult Kimberly Stamatelos or an attorney designated by her.

## **1. Privacy**

unHitchUs respects your privacy and has implemented a Privacy Policy (the “Privacy Policy”) governing the treatment of information we collect when you use of the Site. The Privacy Policy, which can be viewed at [www.unHitchUs.com](http://www.unHitchUs.com), applies to the use of the Site and is expressly incorporated into this Agreement by reference.

Personal information you provide to us is protected pursuant to the Privacy Policy. In addition, you grant us a worldwide, royalty-free, nonexclusive, and fully sub-licensable license to use, distribute, reproduce, modify, publish, and translate this personal information for the purpose of enabling your use of the Site and any other purposes explicitly stated in the Terms of Use and/or the Privacy Policy. You may revoke this license and terminate rights held by unHitchUs at any time by removing your personal information as specified in the Privacy Policy.

## **2. Your Responsibilities**

### **A. Accurate and Current Information**

You may be required to provide personal information when using or accessing certain portions of the Site, registering as a user of the Site, or using services offered through the Site. In doing so, you agree that you will provide true, accurate, current, and complete information when prompted and maintain and update such information so that it is true, accurate, current, and complete at all times.

### **B. Login Information**

When you register to become a user of the Site, you may be asked to select a username and password. We may refuse to grant you a username or revoke your username for any reason in our sole discretion. You are solely responsible for safeguarding and preventing unauthorized access to the username, password, and any other information that you use to access the Site (the “Login Information”). You agree not to disclose your Login Information to any third party and are responsible for the activity of any individual using your Login Information to access the Site, and may be liable for any losses or damages related thereto, regardless of whether or not you authorized that activity. UNHITCHUS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR LOGIN INFORMATION OR SOMEONE ELSE’S USE OF YOUR LOGIN INFORMATION, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. You must immediately notify unHitchUs of any unauthorized use of your Login Information. Additionally, you agree not to use any third party’s Login Information at any time.

### **C. Equipment**

You are responsible for obtaining and maintaining any equipment and services needed in order to access and use the Site and for paying all related charges.

D. Maintaining Integrity of Site

To maintain the integrity of the Site, you agree not to use the Site to (i) violate any local, state, national or international law or regulation, (ii) transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, (iii) transmit any material that you know to be false, inaccurate, or misleading, (iv) stalk, harass, bully, or harm another individual, (v) transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, (vi) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, or (vii) alter or modify any content or component of the Site without express authorization. You further agree not to use or launch any automated system, including, without limitation, "robots," "spiders," "offline readers," or the like, that access the Site.

**3. Access to the Site**

We do not represent or warrant that the Site, or any part of it, is appropriate or available for use in any particular jurisdiction or that we are soliciting business in any such jurisdiction. You access the Site on your own initiative and at your own risk, and are responsible for complying with all applicable laws, rules, and regulations.

We may limit the availability of the Site, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion. In particular, the Site currently is not intended for use by residents of the European Union. Additionally, the Site is not intended for children under eighteen (18) years of age. If you are under eighteen (18) years of age, you may not use the Site. YOU AGREE THAT BY USING THE SITE, YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AND ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

unHitchUs reserves the right, in its sole discretion, to terminate your access to all or part of the Site at any time, for any reason, with or without notice. YOU AGREE THAT UNHITCHUS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR REMOVING ANY MATERIALS OR TERMINATING YOUR OR ANY OTHER PERSON'S ACCESS TO THE SITE (OR ANY PORTION THEREOF).

**4. Forms**

We offer “fill in the blank” forms on the Site (“Forms”). If you use or download a Form from our Site, the terms and conditions of the Terms of Use control. You understand that your download and/or use of a Form is neither legal advice nor the practice of law, and that each Form and any applicable instructions or guidance is not customized to your particular needs. By using or downloading Forms, you agree that the Forms you use or download may only be used by you for your personal use and may not be sold or redistributed without the express written consent of unHitchUs, or filed in a court without the permission of unHitchUs or its designee(s.)

## **5. Ownership**

The Site is owned and operated by unHitchUs, LLC.

Unless otherwise noted, all materials that are part of the Site, including but not limited to (i) images, text, names, slogans, logos, illustrations, designs, icons, photographs, products, processes, programs, technology, video clips, logos, artwork, computer code, Forms, and written and other materials (collectively, “Content”), (ii) the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content, (iii) the compilation of all Content (exclusive of content provided via links to third party websites), and (iv) all software used in the operation or creation of this Site, are owned, controlled, or licensed by unHitchUs, one of its affiliates, or by third parties who have licensed their materials to unHitchUs, and are protected by copyright, patent, trademark, and trade dress laws and/or other intellectual property rights and unfair competition laws.

You agree not to copy, reproduce, republish, capture, download, upload, archive, post, display, publish, stream, transmit, broadcast, distribute, sell, resell, modify, translate, decompile, disassemble, reverse engineer, or exploit in any way or for any purposes the Site or any portion of the Site, including without limitation the Content, except as explicitly authorized by these Terms of Use or by unHitchUs.

Nothing on this Site, including access hereto, shall be construed to confer any license under any intellectual property rights of unHitchUs or any third party, whether by estoppel, implication, or otherwise. unHitchUs reserves all rights not expressly granted herein.

## **6. Use of the Site and Content**

As long as you comply with the Terms of Use, unHitchUs grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site and to download, view, copy, or print Content made available by unHitchUs on this Site on any single, stand-alone computer solely for your personal, informational, non-commercial use, provided that (i) no copyright or trademark language or other proprietary notices appearing on any Content is altered or removed, (ii) the Content is not copied to or otherwise used on any other website or in a networked computer environment or broadcast in any media, (iii) the

Content is not modified in any way, except for authorized editing of Forms for personal use, and (iv) no additional representations and warranties are made relating to such Content.

If you elect to so use any Content, no right, title, or interest to any of the Content is transferred to you. Any permission to use the Content terminates automatically without notice if you breach any of the terms or conditions of these Terms of Use. On any such termination, you agree to immediately destroy any downloaded or printed Content. Any unauthorized use of any Content contained on this Site may violate, without limitation, copyright, patent, trademark, and trade dress laws and/or other intellectual property rights and unfair competition laws.

## **7. Compliance with Intellectual Property Laws**

When accessing and/or using the Site, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Site is at all times governed by and subject to laws regarding patent, copyright, trademark, and other intellectual property ownership. You agree not to copy, reproduce, republish, capture, download, upload, archive, post, display, publish, stream, transmit, broadcast, distribute, sell, resell, modify, translate, decompile, disassemble, reverse engineer, or exploit in any way or for any purposes any information or content in violation of any third party's patents, copyrights, trademarks or other intellectual property or proprietary rights. You agree to abide by laws regarding intellectual property use and ownership, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit or that is provided or transmitted using your unHitchUs user account.

unHitchUs has adopted a policy that provides for the immediate removal of any content, article, or materials that have infringed on the rights of unHitchUs or of a third party or that violate intellectual property rights generally. This policy is to remove such infringing content or materials and investigate such allegations immediately.

### **A. Copyright Infringement Notice**

unHitchUs has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site. unHitchUs has adopted a policy that provides for the immediate suspension and/or termination of any Site user who is found to have infringed the rights of unHitchUs or of a third party, or otherwise violated any intellectual laws or regulations. This policy is to act expeditiously upon receipt of proper notification of claimed copyright infringement to remove or disable access to the allegedly infringing content. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want unHitchUs to delete, edit, or disable the material in question, you must

provide us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) 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 at that site; (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, email address; (v) 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 (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above written information must be sent to our registered Copyright Agent:

Kimberly Stamatelos, 2700 Westown Parkway, Suite 245, West Des Moines, Iowa 50266

By submitting such written information, you acknowledge and agree that unHitchUs may disclose the information and any related communications to any users who posted the material identified in such notice or to other third parties.

B. Counter-Notice

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a written counter-notice containing the following information to the aforementioned Copyright Agent: (i) Your physical or electronic signature; (ii) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (iii) A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (iv) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Des Moines, Iowa, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

By submitting a counter-notice, you acknowledge and agree that unHitchUs may disclose such information and any related communications to the person who submitted the original notice or to other third parties.

## **8. Unsolicited Submissions**

Except as may be required in connection with your use of the Site, unHitchUs does not want you to submit confidential or proprietary information to us through the Site. All ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback submitted to unHitchUs through or in association with the Site shall be considered non-confidential and unHitchUs property. By providing such submissions to unHitchUs you hereby assign to unHitchUs, at no charge, all worldwide right, title and interest in and to the submissions and any intellectual property rights associated therewith. unHitchUs shall be free to use and/or disseminate such submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the submissions that you provide, including their legality, reliability, appropriateness, originality, and content. You further acknowledge and agree that you have no expectation of compensation or confidentiality of any nature, and that unHitchUs has no duties to you (including any duty to compensate you), with respect to such submissions.

## **9. External Links**

The Site may contain links to other websites and other websites may contain links to the Site. The Terms of Use apply only to the Site. We do not control third party websites accessible from the Site or used to access the Site, each of which may have terms of use materially different from these Terms of Use. Our provision of a link to any other third party website is for your convenience only and does not signify any affiliation or association with, or endorsement or support of, such other website or its contents. unHitchUs makes no guarantees about the content or quality of the products or services provided by such third party websites.

You acknowledge that you bear all risks associated with access to and use of content provided on a third party website and agree that unHitchUs is not responsible or in any way liable for any loss or damage of any sort you may incur from dealing with a third party. It is your responsibility to review any third party website to confirm you understand and agree to the terms and conditions thereof. You should contact the site administrator for the applicable third party website if you have any concerns regarding such links or the content located on any such third party website.

## **10. Disclaimer of Warranties**

THE SITE AND ALL CONTENT OR OTHER INFORMATION OR MATERIALS PROVIDED ON OR THROUGH THE SITE IS PROVIDED BY UNHITCHUS ON AN “AS-IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNHITCHUS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, CONCERNING THE SITE AND ALL CONTENT OR OTHER INFORMATION OR MATERIALS PROVIDED ON OR

THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT.

UNHITCHUS MAKES NO WARRANTY THAT (A) THE SITE WILL MEET YOUR REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY CONTENT OR MATERIALS OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. UNHITCHUS SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION, OR SOFTWARE.

#### **11. Limitation of Liability**

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ONLY THEN TO THAT EXTENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL UNHITCHUS, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR INCOME, LOST PROFITS, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE TERMS OF USE, THE SITE, OR CONTENT OR OTHER INFORMATION OR MATERIALS PROVIDED ON OR THROUGH THE SITE, EVEN IF UNHITCHUS, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS PROHIBITED BY LAW, IF, NOTWITHSTANDING THE FOREGOING, THERE IS LIABILITY FOUND ON THE PART OF UNHITCHUS, IT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO UNHITCHUS DURING THE SIX (6) MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST



UNHITCHUS, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES.

## **12. Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent unHitchUs may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

## **13. Indemnification**

You agree to defend, indemnify, and hold harmless unHitchUs, its affiliates, subsidiaries, employees, officers, directors and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees and costs) that may arise from or be related to your use or misuse of this Site or breach of these Terms of Use. unHitchUs reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with unHitchUs in asserting any available defense.

## **14. Security**

Although we cannot make an absolute guarantee of system security, unHitchUs takes reasonable steps to maintain security. If you have reason to believe system security has been breached, contact us by email at [kim@unhitchus.com](mailto:kim@unhitchus.com).

You are prohibited from violating or attempting to violate the security of the Site, including but not limited to, (i) accessing information not intended for you or logging onto a server or an account which you are not authorized to access, (ii) attempting to probe, scan, or test the vulnerability of a system or network or to breach security without authorization, (iii) attempting to interfere with or disrupt the service of any other user, host, or network, including submission of a virus to the Site, overloading, flooding, spamming, mail bombing, or crashing the Site, (iv) knowingly transmitting any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or (v) sending unsolicited email including promotions and/or advertisements of products or services to unHitchUs or any employees of unHitchUs. You shall not use any device, software, or other tool to interfere with the property and normal operation of this Site or any activity being conducted via this Site.

Violations of system or network security could result in civil and/or criminal action against you. unHitchUs will investigate occurrences that may involve such violations and may involve and cooperate with local and federal law enforcement in prosecuting such violations.

## **15. Violations of the Terms of Use**

unHitchUs may disclose any information we have about you (including your identity) at any time when applicable law permits such disclosure or if we determine that such disclosure is reasonably necessary (i) in connection with any investigation or complaint regarding your use of the Site and to enforce these Terms of Use, (ii) to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally), and to otherwise protect, the rights, property, or safety of unHitchUs or any third party, (iii) to establish, protect, or exercise our legal rights or defend against legal claims, (iv) to comply with any applicable law, regulation, legal process, court order, subpoena, or governmental request, or (v) to investigate, prevent, and/or take action regarding any illegal activity.

## **16. Governing Law; Venue**

The Site is hosted in the United States of America and is intended for use by residents of the United States of America only. All matters relating to the Site are governed exclusively by the laws of the State of Iowa in the United States of America and not the jurisdiction in which you are located.

By using the Site, you expressly agree that your rights and obligations shall be governed by and interpreted in accordance with the laws of the State of Iowa, excluding its choice of law rules. Any controversy, claim, or dispute arising out of or relating to the Terms of Use or your access to or use of the Site, including but not limited to alleged violations of state or federal statutory or common law rights or duties (a “Dispute”), shall, except as specifically provided for in the Terms of Use or otherwise agreed to in writing by the parties, be solely and exclusively resolved according to the procedures set forth in Section 17 below.

## **17. Disputes**

Both you and unHitchUs (referred to collectively in only this Section 17 as “we”) agree that we are committed to avoiding adversarial proceedings of any kind and to seeking instead a system for collaboration that will best serve the needs of all. Accordingly, if we find ourselves in disagreement, we each commit to dedicate our efforts towards bringing ourselves back into agreement as quickly as possible by talking together honestly, openly, in good faith, and with a commitment to a sense of fairness for all involved.

Most user concerns can be resolved quickly and to the user's satisfaction by emailing the unHitchUs guide at [guide@unhitchus.com](mailto:guide@unhitchus.com). In the unlikely event that the unHitchUs customer service department is unable to resolve a complaint you may have (or if unHitchUs has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree that such disputes shall be solely and exclusively resolved according to the procedures set forth in this Section 17, which shall survive any termination under the Terms of Use.

The provisions of this Section 17 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

A. Mediation

If we find that we are unable to reach resolution between ourselves by informal discussion, we agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to the Terms of Use or the Site by mediation, using an agreed upon Iowa mediator,

Either party may commence the mediation by providing to the other written notice setting forth the subject of the dispute, claim, or controversy, and the relief requested. Within ten (10) days after the receipt of the foregoing notice, each recipient shall deliver a written response to the sender. The initial mediation be held within thirty (30) days after the initial notice unless otherwise agreed upon.

Unless we otherwise agree, we shall conduct the mediation in Des Moines, Iowa, U.S.A. and select a mutually agreeable mediator. If we are unable to agree upon a mediator within ten (10) days of the request for mediation, a mediator shall be appointed by the Polk County mediation program director. We shall agree to a mutually convenient date and time to conduct the mediation; provided that the mediation must occur within thirty (30) days of the appointment of the mediator unless a later date is agreed to by both parties in writing. Each party shall designate an executive to have full and complete authority to resolve the Dispute and to represent its interests in the mediation, and each party may, in its sole and absolute discretion, include any number of other representatives in the mediation process. At the commencement of the mediation, either party may request to submit a written mediation statement to the mediator.

The costs and expenses of the mediation shall be borne equally by each party to the Dispute, and each party shall bear its own fees, costs, and expenses; provided that, subject to the limitation provided in Section 11 above, the mediator shall have the

right to allocate the costs and expenses between each party as the mediator deems equitable.

We each agree that our respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including arbitration, small claims court, or other dispute resolution procedures.

Furthermore, we each acknowledge and agree that mediations are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation/collaborative process.

In the event of any conflict between the Mediation Procedures and the provisions of this Section 17, the provisions of this Section 17 shall govern and control.

B. Small Claims and Arbitration

We each agree to resolve all disputes and claims between us that have not been settled through informal discussion or mediation in small claims court or by binding arbitration if both parties agree. If only one party agrees to arbitration, then the matter shall be resolved in court.

i. *Arbitration Notice*

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to unHitchUs should be addressed to Kimberly Stamatelos, 2700 Westown Parkway, Suite 245, West Des Moines, Iowa 50266 (“Notice Address”). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief sought (“Demand”). If we do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, either party may commence an arbitration proceeding.

ii. *Arbitration Rules*

Any arbitration shall be administered by the AAA under its the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) as then in effect and as modified by the

Terms of Use, which Arbitration Rules are deemed to be incorporated by reference in this Section 17.

The arbitration shall be conducted by three (3) arbitrators (the “Tribunal”). Each party shall each have the right to appoint one (1) arbitrator and the third arbitrator (who shall serve as the chairman of the Tribunal) shall be appointed by the two party-appointed arbitrators within twenty (20) days after the date of the appointment of the last arbitrator appointed by or on behalf of the parties. Unless we agree otherwise in writing, the seat of the arbitration, and the place of all meetings and hearings in the arbitration, shall be in Des Moines, Iowa, U.S.A. The arbitration shall be conducted in English and all evidence submitted shall be submitted in English.

Nothing in the Terms of Use or the Arbitration Rules shall limit the rights of either party to engage in reasonable discovery including in the form of written discovery and depositions, whether fact or expert, in order to obtain information necessary to prosecute or defend the Dispute. The Tribunal shall have the right to order reasonable discovery in connection with any Dispute.

During the arbitration, the amount of any settlement offer made by either party shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which the party is entitled.

The Tribunal is bound by the Terms of Use. All issues are for the Tribunal to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of the arbitration provision.

Arbitration can decide only the individual Dispute and the Tribunal may not consolidate or join the claims of other persons or parties who may be similarly situated. No Disputes may be arbitrated on a class or representative basis. BY ENTERING INTO THE TERMS OF USE, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE TERMS OF USE MUST BE ASSERTED INDIVIDUALLY. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision contained in the Terms of Use shall be null and void.

In the event of any conflict between the Arbitration Rules and the provisions of this Section 17, the provisions of this Section 17 shall govern and control.

*iii. Cooperation*

We agree to facilitate the arbitration by (a) cooperating in good faith to expedite (to the maximum extent practicable) the conduct of the arbitration, (b) making available to one another and to the Tribunal for inspection and extraction all documents, books, records, and personnel under their control or under the control of a person controlling or controlled by such party if determined by the Tribunal to be relevant to the Dispute, (c) conducting arbitration hearings to the greater extent possible on successive business days, and (d) using reasonable efforts to observe the time periods established by the Rules or by the Tribunal for the submission of evidence and briefs.

iv. *Fees, Costs, and Expenses*

The costs and expenses of the arbitration, including the fees of the Tribunal, shall be borne equally by each party to the Dispute, and each party shall pay its own fees, costs, and expenses; provided that, subject to the limitation provided in Section 11 above, the Tribunal shall have the right to allocate the costs and expenses between each party as the Tribunal deems equitable.

v. *Tribunal Decision*

The Tribunal shall provide a comprehensive written decision if requested by the parties, with detailed findings of fact and conclusions of law. If only one party wants a detailed written decision that party shall pay 100% of the fees charged for that decision. The Tribunal shall decide any such Dispute strictly in accordance with the governing law specified in Section 16 above. The Tribunal shall not have the authority to award damages against either party in excess of the limitations of liability set forth in Section 11.

A decision, award or other action shall be considered the valid action of the Tribunal if supported by the affirmative vote of a majority of the arbitrators. The arbitration decision, award, or other action shall be final, conclusive, and binding on the parties and may be entered in, and enforced by, any court having competent jurisdiction. The parties expressly agree to waive the applicability of any laws and regulations that would otherwise give the right to appeal the decisions of the Tribunal so that there shall be no appeal to any court of law for the award of the Tribunal, and a party shall not challenge or resist the enforcement action taken by any other party in whose favor an award of the Tribunal was given.

## **18. Miscellaneous**

A. Modifications

unHitchUs reserves the right, at our sole discretion, to change, modify, add, or remove the Content and any other material available on the Site, including the Terms of Use, at any time and without prior notice. All changes to the Terms of Use will be effective when posted. When we make changes to the Terms of Use, we will change the “Last Updated” date above. It is your responsibility to review the Terms of Use periodically to ensure that you are aware of any changes. Your continued use of the Site following the posting of changes signifies your continued assent to the terms of the Terms of Use, as updated or amended at that time. If at any time you find these Terms of Use unacceptable or if you do not agree to these Terms of Use, please do not use the Site.

B. No Refunds

All payments for the use of the Site are 100% non-refundable once paid.

C. Inaccuracies and Errors

The information and materials available on the Site and the Content may contain inaccuracies and/or errors. unHitchUs does not make any warranty or representation with respect to the accuracy or completeness of any such information.

D. Right to Refuse

You acknowledge that unHitchUs reserves the right to refuse service to anyone and to cancel user access at any time.

E. Personal Use

The Site is made available for your personal use on your own behalf.

F. Section Headings

The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

G. Severability and Enforcement

The failure of unHitchUs to exercise or enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.

If any provision of the Terms of Use is held invalid or unenforceable, that provision will be modified to the extent necessary to render it enforceable

without losing its intent. If no such modification is possible, that provision will be severed from the rest of this agreement and will not impair the validity, legality, or enforceability of the remaining provisions.

H. Entire Agreement

The Terms of Use, together with the Privacy Policy, sets forth the entire understanding of the parties with regard to use of this Site and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this agreement.

I. Questions

If you have any questions or comments regarding the Terms of Use, please contact us by sending us an email at [kim@unhitchus.com](mailto:kim@unhitchus.com), writing to us at 2700 Westown Parkway, Suite 245, West Des Moines, Iowa or calling us at 515-277-1393. Note that any such correspondence may be retained by us to improve our products, services, and the Site, and for other disclosed purposes.