

Member Agreement

Last updated on March 21, 2020. This Member Agreement is effective March 21, 2020.

Welcome to Mivera! This agreement (“Agreement”) describes your rights and responsibilities related to your use of Mivera’s website, and services as a registered Mivera member, and what you can expect from us. By creating your Mivera account, clicking “continue”, or by otherwise indicating that you agree, you are agreeing to these terms, so please take a moment to read this legally binding Agreement, along with the [Privacy Policy](#). If you use the Mivera website but are not a registered member (each, a “visitor”), by using the website, you agree to be bound by the terms of this Agreement, and acknowledge that you have read the [Privacy Policy](#).

Mivera is the hub for trusted connections and helping those in need get essential goods during the COVID-19 pandemic. We hope people will use Mivera to support those neighbors in need.

We use “Mivera” here to refer to the Mivera website (also referred to as our “Services”). We also use “Mivera”, “we”, “us” and “our” to refer to the companies operating our Services.

Our Services are operated and provided to you by Mivera Technologies Inc., 4132 Grant Court, Pleasanton, CA 94566.

IMPORTANT: U.S. MEMBERS AND VISITORS, PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH MIVERA ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION.

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT.

1. Eligibility.

Each person is limited to one account per residence, and you may not share your account password with anyone else (even a family member sharing your home) or allow someone else to use your personal account.

When you register for Mivera you must use your real name, not a pseudonym, except in circumstances that, in Mivera's sole judgment, warrant an exception. Submitting inaccurate registration information, registering if you know you don't meet our eligibility requirements, or otherwise providing false registration information is a violation of this Agreement and could constitute a crime.

You may not use our Services if: (1) you are a resident of the United States and are under 13 years old, or if you are a resident of the EU and are under 16 years old (or do not meet applicable age requirements to use social media services where you live); (2) you are a registered sex offender or share a household with one; (3) we previously disabled your account for violations of our terms or policies; or (4) you are prohibited from receiving our Services or platform under applicable law. If you are under the age of eighteen (18), you represent that a parent or legal guardian also agrees to this Agreement on your behalf and that you are fully able and competent to enter into this Agreement.

We need your help to enforce these eligibility requirements. If you believe that a member in your neighborhood does not meet these eligibility requirements, you may report your concerns to us via our [Contact Us](#) page. Mivera reserves the right to refuse registration to any person or household and to suspend, delete or deactivate your account or limit your privileges at any time, without liability to you.

2. Account types.

Mivera offers personal accounts to individual residential members.

Please note, not all Mivera features are available in all locations.

3. Privacy and preferences.

We don't charge you to use Mivera. By using Mivera, you acknowledge that you have read the [Privacy Policy](#), which explains how we handle members' and visitors' personal information.

The Services, including any personalized Services, cannot be provided and the Agreement cannot be performed without Mivera processing data about you and other members and visitors. The provision of personalized content and ads is essential to the provision of our Services and a core part of our agreement with you. In particular, in order to provide our Services on a

continuous and consistent basis under this Agreement, it is necessary for us to provide and personalize advertising based on your use of Mivera, including with information regarding your interests and your on-site and off-site actions.

By default, you will receive email notifications from Mivera about request to you from your neighbors.

4. Content and feedback.

You retain all ownership rights to the text, photos, video, responses and other content you submit to Mivera (collectively, your “Content”). You give us permission, in the form of a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license, to use, copy, and publish your Content based on your Mivera settings and the selections you make when posting and as otherwise described in our [Privacy Policy](#). This means, for example, if you post a comment on Mivera, you give us permission to store, copy, and share it with others (consistent with your settings), such as with service providers that support our Services. Do not provide us with any Content that you don’t have the right to publish, or that is defamatory, infringing, illegal or otherwise tortious. We do not proactively moderate Content posted by members; however, we can remove Content posted by you, suspend, delete or deactivate your account or limit privileges, or otherwise refuse service to you, if you violate this Agreement or our other policies, or infringe intellectual property, or otherwise engage in behavior that we think harms a Mivera neighborhood.

You give us permission to use your name and profile picture, and information about actions you have taken on Mivera next to or in connection with ads, offers and other sponsored content we display in connection with our Services, with no additional compensation to you. For example, we may use your name and profile picture to show your nearby neighbors that you have liked, commented on or recommended a business or brand that has paid us to display its ads, offers or other sponsored content on Mivera. We may also post and re-post these likes, comments, recommendations and other interactions, along with your name and profile picture, in different areas of the Services from time to time. For example, if you recommend a business, that recommendation will appear in your feed, may later be re-posted from time to time in connection with that business’s other ads on Mivera, and may also appear in lists of Mivera member

recommendations featured on the business's Business Pages. For the avoidance of doubt, this permission is not intended to constitute a consent under EU data protection law.

We welcome you to share any feedback, suggestions, or ideas you have about Mivera with us, so long as you understand we may have already had the same idea, and you agree that we are free to use any feedback you voluntarily provide with no restriction or obligation (payment or otherwise) to you.

5. Interactions with other members.

5.1. Be a good neighbor.

At Mivera, we believe that neighborly behavior is the foundation of healthy communities. This Agreement includes our [Community Guidelines](#) on appropriate use of Mivera.

5.2. Transactions with other members.

In using Mivera and its member-to-member transactional features (such as Grocery Order and delivery), you, and not Mivera, are responsible for your own decisions and actions. If you and another member decide to work together, the two of you, and not Mivera, are responsible for complying with any laws that might apply, such as tax or employment laws. Mivera is not a party to transactions or disputes between members.

5.3. Disputes between members; waiver of claims against Mivera.

In the real world and online, neighbors sometimes disagree. If you have a dispute with another Mivera member, we hope that you will be able to work it out amicably. However, if you cannot, please understand that Mivera is not responsible for the actions of its members; each member is responsible for their own actions and behavior, whether using Mivera or chatting over the back fence. Accordingly, to the maximum extent permitted by applicable law, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and 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 §1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or releasing party.”

6. Neighborhood Volunteers.

Neighborhood volunteers are not Mivera employees, representatives, or agents. Mivera does not interview, run background checks on, monitor, supervise, or control Mivera members, including those who are volunteers.

7. Email notification.

Mivera does not charge for sending email messages. Email alerts may not be delivered if sufficient network capacity is not available at a particular time. You acknowledge that all emails may not be timely received.

8. Copyright and DMCA.

If you believe Content on Mivera infringes your copyright, you can reach our notification agent at Mivera Technologies, Inc., 4132 Grant Ct, Pleasanton, CA 94566, Phone: 9254330760. Email: info@mivera.com. If you are in the U.S., your notice must satisfy the requirements enumerated in 17 U.S.C. §512(c)(3).

9. Parental controls.

Parental control protections (such as computer hardware, software, or filtering services) may assist you in limiting access to material that is harmful to or inappropriate for minors. You can find more information about parental controls by reviewing the system preferences, settings, and help documentation for your computer or mobile device.

10. Dispute resolution.

If you have a dispute with Mivera, you agree to contact us and try to resolve the dispute informally before pursuing other avenues.

11. No warranty.

MIVERA AND THE ASSOCIATED SOFTWARE AND SERVICES ARE PROVIDED “AS IS.” We do not promise that any aspect of our software or service will work properly or continuously. We may add, change, or discontinue product features; if you are dissatisfied, your only remedy is to stop using Mivera or the affected feature. Some jurisdictions do not allow warranty exclusions, so they may not apply to you.

12. Indemnity.

If someone brings a claim against Mivera (whether against the company or any of its employees, directors, or officers) based on a harm you caused, you agree to reimburse us for any costs we incur in defending against that claim, including reasonable attorneys’ fees as well as damages.

13. Liability Limits.

WE SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH MIVERA, INCLUDING THE MIVERA SERVICES, OUR SOFTWARE, YOUR USE OF MIVERA OR ANY MIVERA SERVICE, OR THIS AGREEMENT. IN NO EVENT SHALL MIVERA BE LIABLE TO YOU. Some jurisdictions do not allow damages exclusions, so such exclusions may not apply to you.

17. General.

This agreement does not create any agency, partnership, joint venture, joint controllership, employment or franchise relationship. To the extent allowed by applicable law, the English version of this Agreement is binding and other translations are for convenience only. If any part or parts of this 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 Agreement shall continue in full force and effect. Our failure to act in a particular circumstance does not waive our right to act with respect to that or other circumstances. We shall be excused for any problem due to a circumstance beyond our reasonable control. You represent and warrant that you are not located in a country that is (i) subject to a U.S., Irish, or EU Government embargo or has been designated by the U.S. Government as a “terrorist supporting” country or (ii) listed on any U.S., Irish, or EU Government list of prohibited or restricted parties.

18. Jurisdiction-specific disclosures.

18.1. United States.

If you live in the United States, this section applies to you.

18.1.1. Governing law.

This Agreement is governed by California law, without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement section of this Agreement. However, the governing law provision regarding the interpretation of this Agreement is not intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law, or otherwise. This section is only intended to specify the use of California law to interpret this Agreement.

18.1.2. Arbitration agreement.

You and Mivera agree to the arbitration and dispute resolution terms in this section (the “Arbitration Agreement”). For the purposes of this Arbitration Agreement, references to “Mivera,” “you,” “we” and “us” include our respective subsidiaries, affiliates, agents, employees, employers, partners, shareholders, predecessors in interest, successors, assigns, and heirs. We encourage you to read these important terms, which include an arbitration requirement (except for small claims) and require claims to be brought individually, and include instructions for how to opt out if you do not agree.

18.1.2.1. Applicability.

You agree that any dispute or claim relating in any way to your access or use of the Mivera’s website, and service, or to any aspect of your relationship with Mivera, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

18.1.2.2. 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 claim to Mivera Technologies, Inc., 4132 Grant Ct, Pleasanton 94566, attn: Legal Department. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims 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 claims 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, Mivera will pay them for you. In addition, Mivera will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims 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 or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

18.1.2.3. Authority of arbitrator.

The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim 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 Mivera. 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.

18.1.2.4. Waiver of jury trial.

YOU AND MIVERA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

18.1.2.5. Waiver of class or other non-individualized relief.

ALL CLAIMS AND DISPUTES 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 subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the federal or state court located in San Francisco, California. All other claims shall be arbitrated.

18.1.2.6. 30-day right to opt out.

You have the right to opt out of the provisions of this Agreement that mandate arbitration by sending written notice of your decision to opt out to: legal@Mivera.com, within 30 days after first becoming subject to a version of this Agreement containing an arbitration provision. Your notice must include your name and address, your Mivera username (if any), the email address you used to set up your Mivera account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of arbitration, all other parts of this Agreement will continue to apply to you. Opting out of arbitration has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

18.1.2.7. Survival of agreement.

This Arbitration Agreement will survive the termination of your relationship with Mivera.

18.1.2.8. Modification.

Notwithstanding any provision in this Agreement to the contrary, we agree that if Mivera 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 Mivera at the following address: legal@Mivera.com.

18.2. Australia, Canada, and Europe.

If you live in Australia, Canada, or Europe, this section applies to you.

18.2.1. Provision of Services and control of information.

If you live in Australia, the Services are operated and provided to you by Mivera Australia Pty Ltd.

For Canadian residents, the Services are operated and provided to you by Mivera Canada Ltd. and we may transfer your personal information to the U.S.

If you live in the EU, the Services are operated and provided to you by Mivera EMEA Limited, an Irish company. For the purposes of EU data protection law, Mivera EMEA Limited is the controller of your information and may transfer personal data outside the EU in accordance with law, in particular to Mivera, Inc. in the U.S.

The privacy protections and the rights of authorities to access your personal information in the countries to which we transfer data may not be the same as in your home country. Mivera will only transfer personal data as permitted by law, and will take steps intended to ensure appropriate protection of your personal information; please review our [Privacy Policy](#) for details. If you have questions, please [contact us](#).

18.2.2. Jurisdiction and governing law.

If you are a member or visitor based in Australia, then Australian and New South Wales laws may apply to this Agreement and Australian or New South Wales courts may have jurisdiction to hear disputes arising in relation to this Agreement and may invoke certain local laws against Mivera

If you are a member or visitor based in Canada, then Canadian law may apply to this Agreement and Canadian courts may have jurisdiction to hear disputes arising in relation to this Agreement and may invoke certain local laws against Mivera.

If you are a member or visitor based in the EU, then Irish law shall apply to this Agreement and Irish courts shall have exclusive jurisdiction to hear disputes arising in relation to the Agreement. Despite this, your local laws in your EU Member State may allow you to sue Mivera in your Member State and to invoke certain local laws against Mivera.