

RECS RULES AND TERMS OF SERVICE

Effective Date: September 30, 2023

Welcome! Please take some time to read the entirety of our Rules and Terms of Service (“**Rules**” or “**Agreement**”) carefully.

Section 1. Your Acceptance of our Rules

You are entering into a legally binding agreement with RECS Partners LLC, an Oregon limited liability company (“**we**” or “**us**” or “**our**” or “**RECS**”). These Rules set out the terms and conditions and terms of service upon which we grant you permission to join, access, and visit, both our website <http://www.WeAreRECS.com> (the “**Website**”) and our facility located at 17015 SE 82nd Drive, Clackamas, OR 97015 (the “**Club**”) (collectively the “**Services**”), and establishes your rights and obligations as a member or guest of our Services. These Rules govern your use of our Services.

These Rules were adopted to facilitate a pleasant experience for the general public, including all members and guests, utilizing the Services and the Club. For members of the Club, these Rules are part of your membership agreement, and we appreciate your strict compliance with the Rules. From time-to-time RECS may adopt and post updates to the Rules or additional policies. If you have questions about our Rules, please [email us](#) or contact a club staff member.

If you object to anything in our Rules (or otherwise do not understand or agree to be bound by our Rules), then do not use our Services. If you use our Services in any way, you acknowledge that you have read, understand, and agree to our Rules. It is your responsibility to carefully read and make sure you understand the Rules.

You may print a copy of our Rules by using the print button or feature in your browser. We suggest retaining a copy for future reference.

Section 2. Mission

RECS encourages well-being and connection with others in the space where purposeful recreation meets friendly competition. We focus on creating camaraderie and community through sports and inclusiveness for people of all abilities and skill levels.

As an employer, we value fair compensation, room to grow, training, a healthy and creative work environment, and appreciation for the important role that diversity plays in enriching and enlivening our organization.

Section 3. Diversity Statement and Nondiscrimination

RECS values the diversity of our members, guests, and employees, and is committed to treating everyone with fairness and respect. RECS represents that it will not discriminate against any person because of sex, race, creed, age, color, origin, sexual orientation, or ancestry in considering applications for memberships or use of RECS Services.

Section 4. General Club Rules

(1) **Code of Conduct.** Use of the Club is a privilege that carries with it the

expectation that members and guests will abide by a high ethical code of conduct. Members and guests must treat each other and employees with dignity and respect. Abusive language and behavior will not be tolerated and are grounds for sanctions, up to and including expulsion. Abusive behavior may include, but is not limited to harassment, offensive comments, profanity, threatening language or gestures, and unwanted physical contact. Unless under separate contract with RECS all play at RECS is intended for your personal and non-commercial use only.

(2) General Public and Membership. RECS is open to the general public and also offers various levels of membership for frequent adult customers that wish to take advantage of more favorable pricing. Members are welcome to bring guests to the Club, however, guests will be subject to our customary fees, just like the general public. General public and members are allowed into the Club facilities at the discretion of RECS and must comply with all Club Rules.

(3) Hours of Operation. Club hours and days of operation will be posted on the premises and our Website and may change from time-to-time in consideration of holidays, seasons, member and guest usage, and maintenance requirements.

As a result of commercially reasonable repair, maintenance or special occasions, we may be required to restrict the use of, or temporarily close, the Club from time-to-time. There will be no reduction, suspension, abatement, or apportionment of membership fees or other charges during such time when the above-mentioned occurs. If it is anticipated that part of the facility or the entire facility will be temporarily unavailable from time-to-time while repairs or renovations take place, management will make every effort to minimize any disruption to members during these periods, and if possible, to schedule any work during off-hours or during summer months.

(4) Mobility and Club Access. All members and guests must strictly follow all Club signage regarding mobility and access inside the Club. The Club facility is made up of a **"Player's Lounge"** (i.e., the pro shop and food and beverage area) and the court area (**"Court Area"**). Individuals are only allowed in the Court Area of the Club if they have a same-day reservation at the Club.

(5) Personal Effects. All members and guests must strictly follow all Club signage regarding personal effects, including player gear, and the storage of the same.

(6) Age Restrictions. Children under the age of seven (7) are permitted at the Club, but not on the courts, if accompanied by a parent or legal guardian at all times.

Children ages seven (7) to thirteen (13) are permitted at the Club, and on the courts, if accompanied by a parent or legal guardian at all times. For illustration purposes, if the parent or legal guardian is playing on a court, the child must also be playing on that court.

Children ages fourteen (14) to seventeen (17) are permitted at the Club, and on the courts, without adult supervision, but only with prior written parental consent, coupled with RECS' consent, which RECS may withhold at its sole discretion.

RECS reserves the right to refuse, or discontinue, service to any child who violates the Rules and/or whose behavior is offensive or disruptive, at RECS' sole discretion.

The minimum age for a RECS membership is eighteen (18).

(7) Court Fees. All individuals, adults and children, are responsible to pay

court fees for the use of Club courts.

(8) Reservations. Court reservations are handled through [CourtReserve.com](https://www.courtreserve.com), which can be initially accessed through our Website. CourtReserve is both a web application and mobile application for our members and guests' convenience. Visitors have the ability to book court reservations seventy-two (72) hours in advance and book private lessons ten (10) days in advance. More favorable advanced booking for members is set forth in Section 6 below.

(9) Dynamic Pricing and Booking Length Restrictions. Court fees, and booking length restrictions, are subject to the Club's dynamic pricing model, dependent on day of week and time of day (i.e., Regular Time or Prime Time), as follows:

- (A) Weekday (Monday through Friday):**
 - (i)** Open to 9:00am PT = Regular Time;
 - (ii)** 9:00am to 12:00pm PT = Prime Time;
 - (iii)** 12pm to 5:00am PT = Regular Time;
 - (iv)** 5:00pm to 9:00pm PT = Prime Time;
 - (v)** 9:00pm PT to Close = Regular Time.
- (B) Weekend Categorization (Saturday and Sunday):**
 - (i)** Open to Close = Prime Time.
- (C) Regular Time Pricing:**
 - (i)** Premier = \$2.00/hour;
 - (ii)** Premier Plus = \$2.00/hour;
 - (iii)** Visitor = \$10.00/hour.
- (D) Regular Time Restrictions:**
 - (i)** Maximum 120-minute booking window.
- (E) Prime Time Pricing:**
 - (i)** Premier = \$4.00/hour;
 - (ii)** Premier Plus = \$4.00/hour;
 - (iii)** Visitor = \$12.00/hour.
- (F) Prime Time Restrictions:**
 - (i)** Maximum 90-minute booking window.

(10) Check-In. All members and guests ages fourteen (14) and older are

required to check in at the front desk, located in the Player's Lounge, every visit.

(11) Cancellation. Court cancellations are handled through [CourtReserve.com](https://www.courtreserve.com).

(12) Refund Policy. Court cancellations at least twenty four (24) hours in advance of a reservation, event, clinic or lesson, will be eligible for a refund as a credit in the amount of your court fee directly to your CourtReserve.com account balance. Refunds will not be issued directly to your credit card. Cancellations within the twenty-four (24) hour window will not be eligible for a refund. In the event that the Club must close due to inclement weather, all court fees paid due to reservations during such closure will be refunded to your Court Reserve account balances as a credit. Membership is not refundable under any conditions, including termination of membership for good cause.

(13) Covid 19 Policy. Our [Covid 19 Policy](#) contains terms and conditions related to how operate the Club during the pendency of the pandemic. The [Covid 19 Policy](#) is incorporated herein by reference.

(14) Dress Code. The Club dress code is workout attire appropriate for a public environment where men, women, and minors will be present. Appropriate athletic shoes are also required; non-athletic shoes and black-soled shoes are not allowed.

(15) Bathrooms. Bathrooms are provided for the convenience of members and guests. You may change in the restroom so long as you do so in a stall, provided that you do so as quickly as practical.

(16) Lost and Found. Lost and found articles are held in a safe place at the Club. Unclaimed items after 30 days are donated to a charitable organization. Bag, backpacks, clothing, or other articles left unattended in any area of the Club may be moved to Club's Lost and Found without notice, and at the owner's risk and expense.

(17) Parental Responsibility. Parents are responsible for their children's behavior in the Club. If a child is reported to have violated Club Rules, RECS may work with parents to address the behavior. If the behavior continues, the infraction may be reviewed by RECS. Parents may be sanctioned for rules violations by their children, up to and including expulsion.

(18) Refusal of Services. The Club reserves the right to refuse use of Club premises for any legal purpose.

(19) No Tobacco, Drugs or Intoxication. Because we're concerned about your health, we required that you refrain from smoking, using tobacco products, or any legal or illegal drugs at the Club. It is our policy to expel members who may be under the influence of drugs or are visibly inebriated. We also ask that members treat one another with respect and that they refrain from using coarse or derogatory language.

(20) Damage to Club. Any member or guest that visits the Club shall be responsible for any damages to the facilities caused by that member or guest.

(21) Additional Rules. Additional Club Rules are posted on our Website and on signage at the Club. Club Rules will be updated periodically at RECS sole discretion. See the RECS Website, or official communications from RECS, for any updates.

Section 5. Compliance with Rules and Policies

All members, guests and employees are expected to understand and follow Club Rules and follow posted signs. Members and guests also have a responsibility to report any violation by a member or guest to Club management. While Club members may politely remind fellow members of Club Rules, members should not confront fellow members for infractions they observe, but instead, enlist the assistance of a RECS manager on duty or other RECS staff.

If a rule is violated, the infraction is brought to the attention of the member or guest by RECS staff. The member may be referred to RECS management for review and possible sanction, up to and including expulsion. Some rules may be temporarily suspended by RECS management to accommodate special occasions or events.

Club management is authorized to eject any member or guest from Club premises or activities for conduct which, in its judgment, is detrimental to the welfare of the Club.

Section 6. Membership

While RECS is open to the general public, it also offers various levels of membership for frequent adult customers that wish to take advantage of more favorable pricing. Membership is a privilege that carries with it the expectation that members will abide by a high ethical code.

Details of our Club membership opportunities and levels will be posted at our Website and updated in our Rules, as available.

(1) “Founding” Membership.

(A) Applicability. The “Founding” membership only applies to the Club at its current location.

(B) Term. 60-month term, effective on February 1, 2022.

(C) Benefits.

(i) Ability to book a Club court reservation twenty-eight (28) days in advance;

(ii) Up to seven (7) hours per week of court time pre-paid through membership dues;

(iii) Select group play sessions, at the Club’s sole discretion, free of charge;

(iv) Ability to join waitlist for courts; and

(v) All other ancillary benefits communicated to you by RECS in writing at the time of purchase.

(D) Non-transferable; Non-refundable. Membership is applicable to a single individual and not transferable under any conditions. Membership is not refundable under any conditions, including termination of membership for good cause.

(E) Non-Commercial Use. Membership is for your personal and non-

commercial use only.

(F) Default Terms. To the extent that certain terms of the Founding Membership are not expressly described herein, such terms default to the most preferential membership level currently offered by RECS at the Club.

(2) “Premier” Membership.

(A) Applicability. The “Premier” membership only applies to the Club at its current location.

(B) Term. 12-month term, effective upon sign-up and annual payment by you and acceptance of your membership by the Club.

(C) Benefits.

(i) Ability to book a Club court reservation fourteen (14) days in advance;

(ii) Ability to book private lessons twenty-eight (28) days in advance;

(iii) Select group play sessions, at the Club’s sole discretion, free of charge;

(iv) Ability to join waitlist for courts; and

(v) All other ancillary benefits communicated to you by RECS in writing at the time of purchase.

(D) Non-transferable; Non-refundable. Membership is applicable to a single individual or family, as the case may be, and not transferable under any conditions. Membership is not refundable under any conditions, including termination of membership for good cause.

(E) Non-Commercial Use. Membership is for your personal and non-commercial use only.

(3) “Premier Plus” Membership.

(A) Applicability. The Premier Plus membership only applies to the Club at its current location.

(B) Term. 12-month term, effective upon sign-up and annual payment by you and acceptance of your membership by the Club.

(C) Benefits.

(i) Ability to book a Club court reservation twenty-one (21) days in advance;

(ii) Ability to book private lessons twenty-eight (28) days in advance;

(iii) Select group play sessions, at the Club's sole discretion, free of charge;

(iv) Ability to join waitlist for courts; and

(v) All other ancillary benefits communicated to you by RECS in writing at the time of purchase.

(D) Non-transferable; Non-refundable. Membership is applicable to a single individual or family, as the case may be, and not transferable under any conditions. Membership is not refundable under any conditions, including termination of membership for good cause.

(E) Non-Commercial Use. Membership is for your personal and non-commercial use only.

Section 7. Membership Risks

When you purchase a membership from RECS, including a Founding Membership, the ability for you to utilize the full extent of your membership benefits are not guaranteed. RECS is a start-up business and its success as a going concern is uncertain. RECS could run out of capital and be forced to close its doors indefinitely or permanently at any time.

Your use of our Services is entirely at your own risk. You acknowledge you have the knowledge and experience in financial and business matters necessary to make you capable of evaluating the merits and risks of utilizing RECS Services and signing up for a membership. You also acknowledge you have had the opportunity to ask questions and receive answers concerning our Rules and the terms, conditions, risks and nature of our Services, and you have had an opportunity to obtain any additional information deemed necessary or desired by you to evaluate the merits and risks of signing up and paying for a membership.

In deciding whether to sign up for a membership, with respect to representations by RECS, you have relied solely on the information, statements, and representations contained in our Rules and the Website, and you have not relied on any additional information provided by, or on any statements or representations made by, RECS or any owner, statutory manager, officer, employee or authorized representative of RECS, other than the information, statements, and representations contained in these Rules and the other public legal documents contained on the Website.

RECS is a start-up company with limited operating history. The likelihood of our success must be considered in light of the problems, experiences, difficulties, complications, and delays frequently encountered in the organization and operation of new businesses, such as the ability to manage growth and expansion, a limited base of operations, dependence on key personnel, and considerable competition.

We are exposed to general risks associated with development, operation, and expansion of a new business within a new industry. Our ability to efficiently operate our business will depend on a variety of factors, some of which may be beyond our control. These factors include the identification and availability of financing on terms acceptable to us, the hiring, training, retention of qualified personnel, industry related factors and regulation, and general economic conditions. Our development, operation, and expansion of our business will place significant demands on our management, resources, operations, and

information systems. Any unexpected difficulties encountered during such development, operation, and expansion could adversely affect our business and results of operations.

Competition could adversely affect RECS which could adversely affect members. We will compete in a competitive market. Competitors with greater financial, marketing, personnel, and resources than ours may exist. This competition could cause our operations to be adversely affected.

Section 8. Personal Instruction

RECS offers personal instruction and classes at the Club. Details are provided on our Website and at the Club.

Section 9. Special Events

From time-to-time we may reserve the use of the Club or portions of the Club for special events, competitions, and private functions.

Section 10. Offers and Promotions

We may from time to time make available special offers and promotions that provide an opportunity to receive rewards, discounts, coupons, gift cards, or other incentives or benefits to Club members and guests in connection with your use of the Website or our Services (collectively "**Promotions**"). You agree that, unless otherwise specifically provided in writing in connection with such Promotion, any Promotion: (a) may only be used for the intended purpose; (b) are non-transferrable; (c) may not be combined with any other Promotions; (d) are only redeemable as long as supplies last; (e) may be canceled or discontinued (in whole or in part) at any time by us; (f) may not be redeemed for cash; and (g) may expire prior to your use. You acknowledge and agree that we may change the terms and conditions of any Promotion at any time without prior notice to you, including changing the expiration date. These Promotions may have additional eligibility requirements, to be determined in RECS' sole discretion.

Section 11. Changes to Services

We reserve the right to change, suspend or discontinue any aspect of the RECS' Services at any time for reasonable cause, including hours of operation or availability of any facilities, classes, programs, activities or equipment, without notice and without liability, at RECS sole discretion. Suspension of your use of the Club or any Services will not affect your rights and obligations pursuant to our Rules.

Section 12. Intellectual Property Rights and Licenses

Our Services include or otherwise contain designs, features, functionality, elements, images, photographs, logos, graphics, text, content, trademarks, service marks, logos, and other information and materials (collectively "**Our Content**") which are (a) owned by us or licensed to us by our licensors, and (b) subject to domestic and international copyright, trademark, patent, trade secret, and other intellectual property laws and protections. We reserve all rights in Our Content which are not expressly granted to you under our Rules.

(1) Limitations on Use of Our Content. Our Content is intended solely for your personal and non-commercial use. Except as otherwise specifically provided in our Rules, you agree to not engage in the use, copying, or distribution of any of Our Content

other than as expressly permitted by our Rules.

Section 13. Communications

If we need to communicate with you about our Rules or our Services, you agree that we may do so electronically, including in any of the following ways: (a) banner or other visible notice on our Website, (b) email, (c) text message, (d) or other communications sent to your computer or mobile device. You further agree that any such electronic communications satisfy any legal requirement that such communications be in writing.

By providing us with your email address, you agree that you have affirmatively requested to receive marketing and promotional material. You may opt out of receiving such materials by following the instructions in the promotional email.

Section 14. Termination and Suspension

We reserve the right to terminate, limit, or suspend (with or without notice) your use of our Services for good cause, including any material violation of the Rules, subject to RECS sole discretion. RECS may terminate or revoke a member's membership pursuant to the same standard.

Any such termination will not release you from any existing obligations under our Rules and termination of a member's membership will not relieve that member of his/her obligation to pay any unpaid portion of his or her membership fees.

Our Rules will automatically and immediately terminate upon either party's insolvency, bankruptcy, receivership, dissolution, or liquidation.

Section 15. Warranty Disclaimers

Except as otherwise specifically provided elsewhere in our Rules, our Services are provided "AS IS" without any warranties of any kind. To the fullest extent permissible under applicable law, we expressly disclaim all warranties (express and implied), including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, and availability.

You expressly acknowledge and agree that: (a) we make no warranty that (i) our Services will meet your requirements; (ii) our Services will be uninterrupted, timely, secure, or error-free; (iii) the results obtained from the use of our Services will be accurate, reliable, complete, or current; (iv) the quality of any products, services, information, or other material purchased or obtained by you through our Services will meet your expectations; or (v) any errors in our Services will be corrected; (b) any material downloaded or otherwise obtained through the use of our Services is done at your own risk and that you will be solely responsible for any damage to or loss of data from your computer system or mobile device that results from the download of any such material; (c) no advice or information (whether oral or written) obtained by you from us (including through or from our Services) shall create any warranty which is not otherwise expressly stated in our Rules; and (d) we are not responsible for incorrect or inaccurate entry of information, human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, failures of any telephone network, computer equipment, software, or any combination thereof, or inability to access our Services.

Section 16. Liability

Any release, disclaimer, or limitation stated elsewhere in our Rules is in addition to and shall not limit, restrict, or otherwise affect the scope or enforcement of any release, disclaimer, or limitation stated in this section.

This section is part of the basis of the bargain between you and RECS and shall apply to all Claims (as defined in Section 18 – Dispute Resolution), even if we have been advised of the possibility of any such liability or damage and even if these remedies fail their essential purpose.

(1) Limitation of Damages.

(A) In consideration of the Club privileges afforded to its members, guests, and invitees, neither the Club nor its owners, statutory managers, officers, employees, or members are liable for any personal injury, wrongful death, or property damage sustained by members, guests, or invitees on Club premises arising from any negligence.

(B) The use of the Club by a member or guest constitutes acknowledgement of that person's unconditional release of liability and waiver of any and all claims arising in law or equity. An unconditional release of liability and waiver of any and all claims for liability of the Club, its owners, statutory managers, employees, and members is a condition for use of the Club facilities.

(C) You agree that, to the extent permitted by applicable law, if we are found liable in any Claim (as defined in Section 18 – Dispute Resolution), our total liability to you (whether jointly, severally, or individually) **shall not exceed the lesser of the amount of fees you have paid to RECS for use of the Services at the Club, or USD\$500.00.**

(D) You agree that, except as otherwise specifically provided under Section 16(1)(A), and to the extent permitted by applicable law, **we shall not under any circumstances have any liability whatsoever to you** (whether jointly, severally, or individually) for any (a) damages or losses of any kind (known or unknown, foreseen or unforeseen, direct or indirect) arising out of or in any way related to any disclaimer provided in our Rules (including Section 11– Warranty Disclaimers); (b) indirect, incidental, special, consequential, or punitive damages, (c) damages or losses of any kind incurred as a result of any act or omission by any third party or in any way connected to any third party services, or (d) loss of use, data, opportunity, goodwill, reputation, profit, or revenue.

(2) General Release of Liability.

(A) You hereby unconditionally release RECS from any and all liability for any losses and damages (whether direct or indirect, known or unknown, foreseen or unforeseen, and including attorney fees) arising out of or in any way related to any of the following: (a) your violation of or failure to perform any obligation under our Rules; (b) our rejection of or refusal to offer you our Services or admit you into the Club or Club membership (in whole or in part); (c) our cancelation or discontinuance (in whole or in part) of any Promotion; (d) any incorrect pricing; (e) any inaccurate or incomplete Services information; (f) our termination or suspension of your use of the Services or the Website; (g) your cancelation of an reservation; and (h) your improper use of our Services.

(B) You acknowledge and agree that under this general release, you

expressly waive any protections (whether statutory or otherwise) that would otherwise limit the scope of this general release to include only those claims which you may know or suspect to exist at the time you agree to this release.

(C) If you are a California resident, you hereby waive California Civil Code § 1542, which reads: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

(D) You hereby agree to pay all reasonable costs and expenses (including court fees, attorney fees, travel expenses, and other related costs and expenses) incurred in connection with our efforts to obtain a stay or dismissal of any Claim (as defined in Section 18 – Dispute Resolution) from which you released us of liability under this Section 16(2) – General Release of Liability.

Section 17. Indemnification

(1) Nonparty Claims. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (including any related appeal or review) (each a “**Proceeding**”) brought by any third party against us (or any of our affiliates, directors, officers, employees, agents, consultants, advisors, and other representatives) (collectively “**Indemnitees**”) and that arises out of (a) your use of our Services, (b) your violation of or failure to perform any obligation under our Rules, or (c) any untrue representation or statement made by you in our Rules (each a “**Nonparty Claim**”), you agree that you will indemnify and defend the Indemnitees from and against any amount (including any interest) awarded in or paid in settlement of a Proceeding (collectively “**Losses**”) and any reasonable out-of-pocket expense (including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements) incurred in defending a Proceeding or in any related investigation or negotiation (collectively “**Litigation Expenses**”) arising out of such Proceeding, except to the extent that such Indemnitees negligently or intentionally caused such Losses or Litigation Expenses.

(2) Notice of Nonparty Claim. To assume the defense of a Nonparty Claim, you must notify the Indemnitee that you are doing so. Promptly thereafter, you shall retain to represent the Indemnitee in the Nonparty Claim with independent legal counsel that is reasonably acceptable to the Indemnitee.

(3) Defense of Nonparty Claim. An Indemnitee is entitled to participate in the defense of a Nonparty Claim. An Indemnitee may defend a Nonparty Claim with counsel of its own choosing and without you participating if (a) you notify the Indemnitee that you does not wish to defend the Nonparty Claim, (b) by midnight at the end of the 10th day after the Indemnitee notifies you of the Nonparty Claim, you fail to notify the Indemnitee that you wish to defend the Nonparty Claim, or (c) representation of you and the Indemnitee by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

(4) Litigation Expenses. You shall pay any Litigation Expenses that an Indemnitee incurs in connection with defense of the Nonparty Claim before you assume the defense of that Nonparty Claim, except with respect to any period during which the Indemnitee fails to timely notify you of that Nonparty Claim. You will not be liable for any Litigation Expenses that an Indemnitee incurs in connection with defense of a Nonparty Claim after you assume the defense of that Nonparty Claim, other than Litigation

Expenses that the Indemnitee incurs in employing counsel in accordance with Section 17(3) – Defense of a Nonparty Claim, which Litigation Expenses you shall pay promptly as they are incurred.

(5) Settlement. After you assume the defense of a Nonparty Claim, you may contest, pay, or settle the Nonparty Claim without the consent of the Indemnitee only if that settlement (a) does not entail any admission on the part of the Indemnitee that it violated any law or infringed the rights of any person or entity, (b) has no effect on any other claim against the Indemnitee, (c) provides as the claimant’s sole relief monetary damages that are paid in full by you, and (d) requires that the claimant release the Indemnitee from all liability alleged in the Nonparty Claim.

(6) Survival. Your indemnification obligations under this section will survive any termination or expiration of our Rules.

Section 18. Dispute Resolution

You and RECS agree that any claim, demand, controversy, dispute, or cause of action arising out of our Rules, your order, your relationship with us, your use of or inability to use our Services (through our Website or otherwise), or any item you purchase using our Services (collectively “**Claim**”) will be resolved in accordance with the provisions set forth in this section. **Please read this section carefully.** This section affects your rights and will have a substantial impact on how any Claim you and RECS may have against each other is resolved.

(1) Limitations Periods. Except where prohibited by applicable law, you agree that regardless of any statute or law to the contrary, **ANY CLAIM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE DATE ON WHICH SUCH CLAIM ACCRUED OR BE FOREVER BARRED.** You agree that this limitations period is reasonable due to the nature of the transactions contemplated in our Rules.

(2) Applicable Law. To the extent not otherwise governed by federal law, our Rules and any Claim or Proceeding arising out of the negotiation, execution, or performance of this Agreement or any party’s rights and obligations under this Agreement, shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or of any other jurisdiction) that would cause or result in the application of the laws of any jurisdiction other than the State of Oregon.

(3) Notice of Dispute Form. We want to avoid litigation, and we hope you do, too. Therefore, if either party plans to pursue legal action, such party must first send (by certified or registered mail) a completed Notice of Dispute to the other party.

We will send a Notice of Dispute to you at the address associated with your order or otherwise provided by you. You should send your Notice of Dispute to us at the following address:

RECS PARTNERS LLC
17015 SE 82nd Drive, Clackamas, OR 97015
(503) 655-PLAY
info@WeAreRECS.com

If the parties are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or RECS may initiate arbitration under Section 18(4) – Agreement

to Arbitrate.

(4) Agreement to Arbitrate. You and RECS agree that any Claim shall be resolved exclusively through final and binding arbitration, rather than in state or federal court. **You and RECS agree that each waives any right to a jury trial** under this Section 18(4) – Agreement to Arbitrate (“**Agreement to Arbitrate**”).

(A) Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND RECS AGREE THAT EACH MAY BRING ANY CLAIM AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND RECS OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIM AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY ONLY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM. ANY RELIEF AWARDED CANNOT AFFECT ANY OTHER PARTY.

(B) Arbitration Procedures. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the applicable law and terms of our Rules as a court would.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or in any way relating to the interpretation, applicability, enforceability, or formation of this Agreement to Arbitrate (or any portion thereof), or of our Rules (or any portion thereof), including any claim that all or any portion of the Agreement to Arbitrate or our Rules is unenforceable.

The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The arbitration of any Claim shall be held in Portland, Oregon and will be conducted and governed by the Arbitration Services of Portland (“**ASP**”) under its rules and procedures (which are available on [ASP’s website](#)), except as such rules and procedures are modified as follows:

(i) The arbitration hearing shall take place no later than 120 days after arbitration is initiated.

(ii) Where no party’s claim exceeds \$10,000 (exclusive of interest, attorney fees, and arbitration costs), the dispute shall be resolved by submission of documents unless the arbitrator determines that an oral hearing is necessary. Within 14 days after appointment of the arbitrator, the arbitrator shall schedule a preliminary case management teleconference to establish fair and equitable procedures for the submission and review of

documents. The final date for submissions (including any response and replies, if permitted) shall be no later than 120 days after arbitration is initiated.

(iii) Each party (or each party's representative if such party is an entity or organization) must appear in-person at the arbitration hearing.

(iv) Discovery of documents shall be governed by the Federal Rules of Civil Procedure.

(v) Documents presumed admissible shall include our Rules and all emails sent to one party from another party.

(vi) It shall not be a requirement for a document to be presumed admissible that the party offering a document has made available, after request, to all other parties all other related documents from the same author or maker.

(vii) Legal issues (which may be resolved without need for reliance on factual issues) shall be resolved via summary disposition by the arbitrator prior to the arbitration hearing.

(viii) At least two business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing. The arbitrator shall resolve disputes concerning the exchange of exhibits.

(ix) Unless applicable law provides otherwise, the arbitration may proceed in the absence of any party who fails to appear at the arbitration hearing or fails to submit documents in a dispute to be resolved by the submission of documents. An award may be made solely on the default of a party for failure to appear.

(x) If the total and combined relief requested is \$100,000 or more (exclusive of interest, attorney fees, and arbitration costs), a party may appeal purely legal errors and manifestly erroneous factual findings.

The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over any arbitration. Rather, the ASP rules shall determine the number of arbitrators that may preside over any given arbitration conducted under this Agreement to Arbitrate.

A form for initiating any arbitration proceeding is available on [ASP's website](#). In addition to filing such form with ASP in accordance with its rules and procedures, to initiate arbitration proceedings you must send a copy of the completed form by certified mail to RECS at the following address:

RECS PARTNERS LLC
17015 SE 82nd Drive, Clackamas, OR 97015
(503) 655-PLAY
info@WeAreRECS.com

In the event that RECS initiates arbitration against you, RECS will send a copy of the completed form to the address associated with your order(s) or otherwise provided by you. Any settlement offer made by you or RECS shall not be disclosed

to the arbitrator.

(C) Costs of Arbitration. Unless otherwise stated in this Agreement to Arbitrate, Payment of all filing, administration, and arbitrator fees will be governed by the ASP's rules.

(D) Severability. With the exception of any of the provisions in Section 18(4)(A) – Prohibition of Class and Representative Actions and Non-Individualized Relief, if an arbitrator or court decides that any portion of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section 18(4)(A) – Prohibition of Class and Representative Actions and Non-Individualized Relief is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of our Rules (including all other provisions of Section 18 – Dispute Resolution) shall continue to apply.

If an arbitrator or court decides that the requirement set forth in Section 18(4)(B) – Arbitration Procedures that any arbitration under our Rules to Arbitration be held in Portland, Oregon is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply and any arbitration shall instead be held in the county in which you reside or at another mutually agreed location. In cases where an in-person hearing is held, you and/or RECS may attend by telephone, unless the arbitrator requires otherwise.

(E) Future Changes to the Agreement to Arbitrate. Notwithstanding any provision in our Rules to the contrary, you and RECS agree that if RECS makes any change (other than a change to any notice address or website link) to this Agreement to Arbitrate, that change shall not apply to any Claim that was filed in a legal action or proceeding against RECS prior to the effective date of such change. The change shall apply to all other Claims governed by the Agreement to Arbitrate that have arisen or may arise between you and RECS. RECS will notify you of any change to this Agreement to Arbitrate by posting the amended terms on the Website at least 30 days before the effective date of the changes and/or by providing notice via email. **If you object to any of the changes to this Agreement to Arbitrate, or otherwise do not understand or agree to be bound by the changes to this Agreement to Arbitrate, you may cease the use of website or cancel your order(s) within the 30-day period and you will not be bound by the new terms.**

Moreover, if RECS seeks to terminate the Agreement to Arbitrate, any such termination will not be effective until 30 days after you are given notice of such termination, and will not be effective as to any Claim that was filed or otherwise commenced prior to the effective date of such termination.

(5) Judicial Forum for Claims. Unless you and RECS otherwise agree, in the event that the Agreement to Arbitrate is found not to apply to you or to any particular Claim as a result of any decision by any arbitrator or court, you agree that any Claim must be resolved exclusively by the state or federal courts located in Multnomah County, Oregon. You consent to venue and personal jurisdiction of such courts for the purposes of litigating all such Claims.

To the extent permitted by applicable law, you voluntarily and expressly agree to waive (and/or not exercise your rights under) any statute or law that provides you with the ability to revoke or otherwise invalidate this mandatory forum selection

clause (or any portion thereof).

The parties agree that nothing under this section shall prohibit any party from enforcing or otherwise seeking to collect on any judgment in any jurisdiction permitted by applicable law.

(6) Violation of this Section. You agree that if you file or initiate any Proceeding against RECS in violation of or without fully complying with this Section 18 – Dispute Resolution (including Section 18(3) – Notice of Dispute Form, Section 18(4) – Agreement to Arbitrate, and Section 18(5) – Judicial Forum for Claims), you will cause such Proceeding to be dismissed without prejudice within 15 days of the date of a written request from RECS. Additionally, you acknowledge and agree that any applicable limitations period will not be tolled during the pendency of any such Proceeding. In the event you fail or refuse to cause such Proceeding to be dismissed as required by this section, you hereby agree to pay all reasonable costs and expenses (including court fees, attorney fees, travel expenses, and other related costs and expenses) incurred in connection with RECS’s efforts to obtain a stay or dismissal of such Proceeding. The parties acknowledge and agree that the right to an award of costs and expenses (including attorney fees) under this section is limited to the specific circumstances set forth in this section and is not intended to provide any party with a general right to an award of costs and expenses (including attorney fees), even if such party is the “prevailing party” in connection with any Claim.

(7) Attorney Fees. Except as specifically provided under our Rules, the ASP rules, or by applicable law, the parties acknowledge and agree that (a) each party shall bear its own costs, expenses, and attorney fees incurred in connection with any Claim, and (b) any right to an award of costs and expenses (including attorney fees) under Section 16(2) – General Release of Liability and Section 18(6) – Violation of This Section is limited to the specific circumstances set forth under such section and is not intended to provide any party with a general right to an award of costs and expenses (including attorney fees), even if such party is the “prevailing party” in connection with any Claim.

(8) Service of Process. You expressly agree to accept service of process by the certified or registered mailing of a copy of the summons and complaint to the last address provided by you to RECS.

Section 19. Privacy Policy

Our Privacy Policy contains terms and conditions related to how we collect, use, disclose, retain, and protect your personal information. By using our Services, you consent to the collection, use, and disclosure of your information (as set forth in the Privacy Policy). You hereby acknowledge and agree to our Privacy Policy.

Section 20. Feedback

(1) We encourage you to provide us with your feedback in the form of reviews, comments, concerns, suggestions, and recommendations related our Services (collectively “**Feedback**”). If you provide us with any Feedback, you grant us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferrable, and sublicensable license to use your Feedback or to incorporate your Feedback into our Services without restriction and without providing any attribution or compensation to you

Section 21. General Provisions

(1) Time is of the Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in our Rules.

(2) Taxes. You are solely responsible for determining and paying any income, sales, federal, state or local taxes to the appropriate tax authorities in connection with any of your activities on the Website or utilizing our Services, including but not limited to the receipt of any Interest or other Rewards.

(3) Unclaimed Property. If RECS is holding any funds on your behalf and we are unable to contact you and have no record of your use of our Services for more than [●] years, applicable law may require RECS to report your User Account funds as unclaimed property to the applicable jurisdiction. If this occurs, RECS will try to locate you at the address shown in our records. If RECS is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. RECS reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as reasonable and permitted by applicable law.

(4) Assignment. Our Rules and any rights and licenses granted hereunder may not be transferred or assigned by you and any attempted transfer or assignment will be null, void and of no legal effect.

(5) Change of Control. In the event that RECS is acquired by or merged with any third party, we reserve the right, in any of these circumstances, to transfer or assign your User Account and the information we have collected from you as part of such merger, acquisition, sale or other change of control.

(6) Translations. We may offer translated versions of our Services or our Rules. Any such translations are offered solely for convenience. You should not rely on any translated version of our Services or our Rules. If any questions arise concerning the accuracy or completeness of any translated version of our Services or our Rules, please refer to the English version, which is the official and authoritative version.

(7) No Third-Party Beneficiaries. Except as otherwise specifically provided in our Rules, our Rules creates no third-party beneficiary rights.

(8) No Joint Venture. No independent contractor, partnership, joint venture, employer-employee, principal-agent, or franchiser-franchisee relationship is intended or created by our Rules or your use of our Services.

(9) Waiver. Our failure to strictly or timely enforce any provision of or exercise any right under our Rules is not a waiver of our ability or right to do so later or of our ability or right to enforce any other provision of or exercise any right under our Rules. Any waiver must be in writing and signed by the waiving party.

(10) Force Majeure. RECS shall not be liable for delays, failure in performance or interruption of service which results directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, public health emergencies, epidemics or pandemics, including government closures as a result of the same, other catastrophes or any other occurrence which is beyond our reasonable control. Such an occurrence shall not affect the validity and enforceability of any remaining provisions of our Rules.

(11) Entire Agreement. Our Rules constitute the entire agreement between you and RECS with respect to its subject matter, and replaces and supersedes any other prior or contemporaneous agreements or terms and conditions applicable to the subject matter of our Rules. You acknowledge and agree that there have been no representations, warranties, or promises outside of our Rules.

(12) Construction and Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of our Rules. The headings used in our Rules are for convenience only. All references to sections or subsections without additional identification refer to the sections or subsections of our Rules. The verb used to introduce a statement of fact (e.g. states, represents, warrants, etc.) in our Rules do not affect the remedies available for inaccuracy of that statement of fact. Wherever appropriate, the masculine may mean the feminine and the singular may mean the plural or vice versa. The words “include” or “including” are each “without limitation”. Any, all, each, or every means any and all, and each and every.

(13) Severability. Except as otherwise specifically provided in our Rules, if any provision (or portion thereof) of our Rules is found by a court or arbitrator of competent jurisdiction to be unenforceable, illegal, null, void, or against public policy, such provision (or portion thereof) will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision and our Rules. If a court or arbitrator finds the modified provision to be unenforceable, illegal, null, void, or against public policy, the enforceability of the remaining provisions of our Rules and our Rules in general will not be affected in any way.

(14) Survival. Any provision of our Rules which imposes an obligation after the termination or expiration our Rules shall survive the termination or expiration of our Rules.

Section 22. Contacting Us

If you have questions about our Rules or our Privacy Policy, or if you have questions about our Services, or for any other reason, you can contact us by email, telephone, or mail:

RECS PARTNERS LLC
17015 SE 82nd Drive, Clackamas, OR 97015
(503) 655-PLAY
info@WeAreRECS.com