

Origin Terms of Service

Last Updated: July 13, 2021

Welcome to the Terms of Service for Blend Financial, Inc, doing business as Origin which we refer to simply as the "**Terms.**"

Our Terms of Service

These Terms between Blend Financial, Inc., its subsidiaries, affiliates, agents and assigns ("**Origin,**" "**us,**" "**we,**" "**our**") and our end users ("**you,**" "**your**") of our website (www.useorigin.com) apply to your use of our products and services, which we refer to collectively as our "**Services**". You can use our Services only if you can lawfully enter into and form contracts under applicable law. If you use our Services, you must do so in compliance with these Terms and with applicable law. If you do not want these Terms to apply, please do not use our Services. ***Please note that these Terms contain an Arbitration Agreement at the end under "Dispute Resolution by Binding Arbitration." Please read this carefully as it requires you to resolve disputes with us through binding arbitration.***

Some of our Services may be subject to additional terms, conditions, agreements and schedules, which are posted or made available separately from these Terms ("**Additional Terms**"). Your use of the Services may also be subject to our additional policies, guidelines or rules we also post or make available. Such Additional Terms policies, guidelines and rules are incorporated into and form a part of these Terms. If there is a conflict between these Terms and the Additional Terms, the Additional Terms will control.

Changes to These Terms; Modifications to Services

We may change provisions of these Terms at any time, including when there are changes in our Services, technology, laws, or for other reasons. If we do, we will provide notice by posting the updated Terms on our website and by updating the "Last Updated" date above. Any changed Terms will become effective no earlier than 14 days after they are posted and will apply prospectively to your use of our Services after the changes become effective, except that changes addressing modifications to our Services or new functions or changes made for legal reasons may be effective immediately. Your continued use following the effective date of any changes will constitute your acceptance of them. If you do not agree to any changed Terms, you must discontinue using our Services. We may discontinue, temporarily or permanently, our Services, or any part of our Services, with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services.

Consent to Doing Business Electronically

Because our platform operates on the Internet, you consent to transact business with us electronically. You agree that we may provide notices to you by electronic means, for example, by posting it on our website, sending you an in-app message, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us. All notices by any of these methods will be deemed received by you no later than the earlier of when received or 24 hours after

sent or posted, except for notice by postal mail, which will be deemed received by you no later than the earlier of when received or 3 business days after it is mailed.

You consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing systems or an automatic texting system. Automated messages may be played when the telephone is answered whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one by text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific numbers you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions relating to you, your account or our Services. You acknowledge and agree that standard call, message and data rates apply. Consent to receive SMS/text messages is not required as a condition of purchase.

To unsubscribe from text messages at any time, text STOP to or reply STOP to any text message you receive from us . Unsubscribing from text messages will not affect your access to Origin Services, but you may need to log into your online account or read email messages to receive the notifications that you would have otherwise received by SMS.

Our Privacy Policy

Our Privacy Policy is located at <https://www.useorigin.com/privacy-policy> and describes how we collect, use, and share your personal data. We are committed to protecting your personal data, and we consider this to be a vital part of our relationship with you.

Accessing and Using Our Services

Overview. Our Services are designed to create the best place to manage your financial life. We think of ourselves as your personal financial planner that combines technology and human advice to improve your financial situation. Products and services may be provided by us to you directly, or you may obtain products and services from third parties through our platform. Our Services may include applying for and accessing an Origin Deposit Account (defined below), student loan management tools, insurance advice, investment advice and other products and services. We may also provide information you may use to improve your financial life.

Third Party Product Providers. We use third parties to gather and verify information about your financial accounts (apart from the Origin Deposit Account), including obtaining your authority and right to access these accounts as well as manage and initiate transactions involving your accounts. You agree to provide true, accurate, complete, and current information about yourself and your accounts. You authorize us and these third parties to access the websites and sources of your

financial accounts, on your behalf, and to gather information about you. You agree to the transfer, storage, and processing of your information by these third parties in accordance with their respective privacy policies. You give us and these third parties a limited power of attorney, and appoint us and these third parties as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name and place, in any capacity, to access third party websites and sources, servers, or documents, retrieve information, and use this information, with full power and authority to do anything with the information in connection with our Services. You license to us and these third parties any information, data, passwords, materials, or other content gathered. You agree that we and these third parties may use, modify, display, and distribute this content, create new material with it, and do the same with any new material. You understand and agree that our Services are not endorsed or sponsored by these third parties, and that these third parties are third party beneficiaries of these Terms with respect to the products and services provided by these third parties. One such third party is Plaid Inc. and their privacy policy is available at <https://plaid.com/legal>.

We are a Platform. Our Services are generally designed to serve as an administrative platform. We may recommend products and services offered by third party providers which are not covered by these Terms nor covered by Additional Terms as defined above. For example, you may be able purchase insurance with a partner insurance carrier. If you enter into a transaction with a referred third-party provider, you are contracting directly with that third party by signing up on that third-party's website or mobile application and not with us. Any agreement you enter with a third party is separate from our Services.

Additionally, we do not guarantee or ensure the availability or terms of any product or service offered by a referred third-party provider. We are not responsible in any way for any product or service you obtain from a third-party provider. We do not personally endorse any third-party provider, and we make no guarantee, explicit or implied that any information provided through our Services by any third party is accurate. We have no control over the conduct of, or over any pricing or other information provided by, a third party (including their compliance with applicable law), and we disclaim all liability in this regard.

Fees for accessing our Platform. Origin charges a fee (the "MonthlyService Charge") for access to the Origin platform, including the Origin Deposit Account described below. This fee is generally paid by your employer, but we may charge you directly in certain instances. For example, you may be responsible for the Monthly Service Charge if:

- you did not obtain Origin Services from your employer, or
- you no longer are employed by the employer that provided you access to Origin Services but want to continue using Origin Services, or
- your employer has ceased providing access to Origin Services but you want to continue using Origin Services. If you are responsible for the Monthly Service Charge but fail to pay it, we reserve the right to terminate your access to the Origin platform and, if applicable, close the Origin DepositAccount and refund your money.

If you are responsible for the Monthly Service Charge but fail to pay it, we reserve the right to

terminate your access to the Origin platform and, if applicable, close the Origin Deposit Account and refund your money.

Additional Fees. In addition to the Monthly Service Charge, there may be additional fees for individual Services that we provide (such as yearly premiums for insurance services) or products that you may obtain from a third party that we refer. Any additional fees for our Services will be described in the Additional Terms applicable to such Service. Fees for third party products should be described in the terms made available by such third party. Please refer to such Additional Terms and/or third party terms for more information.

De-Identified Data. As described in our Privacy Policy, we may share aggregated or de-identified data, so that it cannot reasonably be used to identify you. For example, we may share aggregated or de-identified information with third party providers to permit them to make offers that are more relevant to you. We will not share your name, address, email address, phone number, or tax identification number (such as U.S. social security number) without your consent. Note, however, that third party providers may have access to other information about you which is not provided by us, such as information which you voluntarily provide to them. Third party providers may also share aggregated or de-identified data in accordance with their respective privacy policies.

Account Registration. You may be required to register with us in order to access and use certain features of our Services. If you choose to register for our Services, you agree to provide and maintain true, accurate, current, and complete information about yourself. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use our Services, with or without registering.

Account Security. You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to exit from your account at the end of each session. You also agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with this Subsection.

Usage and Storage. You acknowledge that we may establish general practices and limits concerning use of our Services, including the maximum period of time that a user may retain data or other content using our Services and the maximum storage space that will be allotted on our servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by our Services. You acknowledge that we reserve the right to terminate accounts that are inactive for a period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

Prohibited Activities. You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, or other materials that you upload, post, publish, display, email, or otherwise use via our Services. The following are examples of the kind of content and/or use that is illegal or prohibited. We reserve the right to investigate and take

appropriate legal action against anyone who, in our sole discretion, violates this Subsection, including suspending or terminating your account and reporting you to law enforcement authorities. You agree to not use our Services to:

1. email or otherwise upload any content that (a) infringes any intellectual property or other proprietary rights of any party; (b) you do not have a right to upload under any law or under contractual or fiduciary relationships; (c) contains 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; (d) poses or creates a privacy or security risk to any person; (e) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically, or otherwise objectionable; or (f) in our sole judgment, is objectionable or that restricts or inhibits any other person from using or enjoying our Services, or which may expose us or our users to any harm or liability of any type;
2. interfere with or disrupt our Services, servers, or networks connected to our Services, or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;
3. violate any applicable local, state, national, or international law;
4. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
5. harvest or collect email addresses or other contact information of other users from our Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
6. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
7. obtain, or otherwise attempt to access or obtain, any materials or information through any means not intentionally made available or provided for through our Services.

Territorial Restrictions. Software (defined in the “Services Content, Software, and Trademarks” Section below) available in connection with our Services and the transmission of applicable data, if any, is subject to United States export controls. No Software (defined in the “Intellectual Property Rights” Section below) may be downloaded from our Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using our Services is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all domestic and foreign laws regarding your use of our Services, including as it concerns online conduct and acceptable content.

Commercial Use. Unless otherwise expressly authorized in these Terms or in our Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes, any Services or any part of our Services, including use of or access to our Services, or those of third parties.

Financial Advice and Recommendations

Users of our platform will be provided financial advice and recommendations as part of our service. This advice will be delivered automatically through the platform based or delivered as part of an engagement with a financial planner and will be based on your financial situation. Blend

Financial Inc, dba Origin Financial is a Registered Investment Advisor under the authority of the Securities and Exchange Commission and is licensed to deliver financial advice and recommendations to individuals. You acknowledge that Origin Financial is responsible for the accuracy and completeness of any financial advice or recommendations received by you. You agree to hold you employer harmless regarding any financial advice and recommendations you may receive through the platform.

Origin Deposit Account

Overview. This Section applies if you open an Origin deposit account (“**Origin Deposit Account**”) with BBVA USA, Member FDIC (“**BBVA**”) for use solely in connection with the Services. Your Origin Deposit Account and any related services provided by or through BBVA are governed by the Deposit Account Agreement & Service Terms which you can access here: <https://app.useorigin.com/deposit-account-agreement-and-service-terms.pdf>, along with such other documents, terms, and disclosures that we or BBVA may provide from time to time in connection with the Origin Deposit Account (collectively, the “**Origin Deposit Account Documents**”). By opening and maintaining an Origin Deposit Account, you agree to be bound by the Origin Deposit Account Documents as modified from time to time. In the event of any conflict between these Terms or any Additional Terms and the Origin Deposit Account Documents, the Origin Deposit Account Documents will control. For the avoidance of doubt, by opening an Origin Deposit Account, you are entering into a relationship with BBVA but BBVA is not a “third party product provider” under these Terms.

You may not open more than one Origin Deposit Account, whether held individually or jointly.

Automated Savings and Payments

You can use our Services to help you automate Electronic Fund Transfers between your Origin Deposit Account and your other checking, savings and investment accounts. You can make one-time transfers, or you can sign up for Preauthorized Electronic Fund Transfers that recur at substantially regular intervals.

Intellectual Property Rights

Services Content, Software, and Trademarks. You acknowledge and agree that our Services may contain content or features (“**Services Content**”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on our Services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below under “User Content Transmitted Through our Services”) that you legally upload to our Services. In connection with your use of our Services you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by us from accessing our Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of our Services or the Services Content other than as specifically authorized in these Terms is strictly prohibited. The technology and software

underlying our Services or distributed in connection therewith are the property of Origin, our affiliates, and our partners (the “**Software**”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by us.

The Origin name and logos are our trademarks and service marks (collectively the “**Origin Trademarks**”). Other product and service names and logos used and displayed via our Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to us. Nothing in these Terms or our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Origin Trademarks displayed on our Services, without our prior written permission in each instance. All goodwill generated from the use of Origin Trademarks will inure to our exclusive benefit.

Third Party Material. Under no circumstances will we be liable in any way for any content or materials of any third parties (including users), including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content. You acknowledge that we do not pre-screen content, but that we and our designees will have the right (but not the obligation) in our and their sole discretion to refuse or remove any content that is available via our Services. Without limiting the foregoing, we and our designees will have the right to remove any content that violates these Terms or is deemed by us, in our sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Third Party Websites

Our Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. We have no control over such sites and resources, and we are not responsible for and do not endorse such sites and resources. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods, or services available on or through any such site or resource. Any dealings you have with third parties found while using our Services are between you and the third party, and you agree that we are not liable for any loss or claim that you may have against any such third party.

Indemnity and Release

You agree to release, indemnify, and hold us, our third party product providers, our and their affiliates, officers, employees, directors, and agents harmless from any and all losses, damages, and expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of our Services, any content, your connection to our Services, your violation of these Terms, or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: “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.” If you are a resident of another jurisdiction, you waive any comparable statute or

doctrine.

Disclaimer of Warranties

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We makes no warranty that our Services will meet your requirements, that our Services will be uninterrupted, timely, secure, or error-free, that the results that may be obtained from the use of our Services will be accurate or reliable, or that the quality of any products, services, information, or other material obtained by you through our Services will meet your expectations.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ORIGIN AND ANY THIRD PARTY PRODUCT PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ORIGIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (1) THE USE OR THE INABILITY TO USE OUR SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (3) UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (5) ANY OTHER MATTER RELATING TO OUR SERVICES. IN NO EVENT WILL ORIGIN'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID ORIGIN IN THE LAST 6 MONTHS OR IF GREATER, \$100. 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 SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

Termination

You agree that we, in our sole discretion, may suspend or terminate your account (or any part of your account) or use of our Services and remove and discard any content within our Services, for any reason, including for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of our Services may be referred to appropriate law enforcement authorities. You agree that any termination of your access to our Services under any provision of these Terms may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or our Services. Further, you agree that we will

not be liable to you or any third party for any termination of your access to our Services.

Disputes with Other Users

You agree that you are solely responsible for your interactions with any other user in connection with our Services, and Origin will have no liability or responsibility with respect thereto. Origin reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of our Services.

General

These Terms supersede any prior agreements between you and Origin with respect to our Services. You also may be subject to Additional Terms and conditions that may apply to certain of our Services or when you use affiliate or third party services, third party content, or third party software. These Terms will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth below, you and Origin agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of Origin to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or these Terms must be filed within 1 year after such claim or cause of action arose or be forever barred. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms without our prior written consent, but we may assign or transfer these Terms, in whole or in part, without restriction.

Notice for California Users

Under California Civil Code Section 1789.3, users from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Dispute Resolution by Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration Section is referred to in these Terms as the "**Arbitration Agreement.**" You agree that any and all disputes or claims that have arisen or may arise between you and Origin, whether arising out of or relating to these Terms (including any alleged breach), our Services, any advertising, any aspect of the relationship, or transactions between us, will be resolved exclusively through final and binding

arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Origin are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not by a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Prohibition of Class and Representative Actions and Non- Individualized Relief

YOU AND ORIGIN AGREE THAT EACH OF US MAY BRING CLAIMS 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 ORIGIN AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS.

Pre-Arbitration Dispute Resolution

Origin is always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user's satisfaction by emailing customer support at support@useorigin.com. If such efforts prove unsuccessful, 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 Origin should be sent to 473 Pine Street, San Francisco CA 94104 ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Origin and you do not resolve the claim within 60 calendar days after the Notice is received, you or Origin may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Origin or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are or Origin is entitled.

Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide,

including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Term and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Origin and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of each's ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Origin agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "**Arbitration Fees**") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Origin will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Origin will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Origin will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of all parties.

Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the Subsection titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of Subsection above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void. The remainder of these Terms will continue to apply.

Future Changes to Arbitration Agreement

Notwithstanding any provision in these Terms to the contrary, Origin agrees that if it makes any

future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of our Services, you may reject any such change by sending Origin written notice within 30 calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

Contact Us

You may contact us by email at support@useorigin.com