

# TERMS OF USE

Last modified date: January 20, 2023

These Terms of Use, collectively with all documents expressly incorporated by reference herein (these "Terms of Use" or "Terms"), are a legal agreement between Zevia PBC located at 15821 Ventura Blvd., Suite 145, Encino, CA 91436, on behalf of itself and its subsidiaries and affiliates ("Zevia," "us," "our" and "we"), and you and, if applicable, the entity on whose behalf you are accessing or using any Service (also referred to as "you," "your" or "yourself"). These Terms of Use govern your access to and use of Zevia's network of websites, including <https://www.zevia.com>, and all applications, and other related pages, Content, features, software, and tools where these Terms of Use appear or are linked (collectively, the "website"), as well as your purchase of products offered for sale via any of the foregoing. The website is also referred to as the "Services".

**PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE WEBSITE, INCLUDING WWW.ZEVIA.COM, YOU AGREE TO BE BOUND BY AND SHALL COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS OR USE THIS WEBSITE. WE MAY UPDATE THESE TERMS OF USE FROM TIME TO TIME.**

## IMPORTANT NOTE

Please read carefully the sections titled "EXCLUSIONS AND LIMITATIONS OF LIABILITY," "INDEMNIFICATION," "DISCLAIMERS," and "GOVERNING LAW AND JURISDICTION." These provisions limit our liability to you and affect how disputes are resolved.

If for any reason whatsoever you do not agree to these Terms of Use or do not wish to be bound by them, you must not access or use our website.

## 1. OUR DETAILS

Zevia PBC and its subsidiary, Zevia LLC, operate the website.

Zevia PBC is a Delaware corporation and Zevia LLC is a limited liability company.

Our address is 15821 Ventura Blvd. #145, Encino, CA 91436 USA.

Our contact email address is [zevia@zevia.com](mailto:zevia@zevia.com).

## 2. YOUR RESPONSIBILITY FOR OTHERS WHO ACCESS OUR WEBSITE USING YOUR DEVICE

You must ensure that any persons who access our website on your computer(s) or device(s), or who are permitted or able to access our website on your computer(s) or device(s), are aware of these Terms of Use and all other documentation referred to in them, and that such persons also agree to be bound by and to comply with these Terms of Use. If for any reason whatsoever, such persons do not agree to these Terms of Use or do not wish to be bound by them, they must not access or use our website, and you must not permit them to do so.

## 3. APPLICATION OF OUR PRIVACY POLICY

We provide this website to you subject to these Terms of Use, including our Privacy Policy, which is available at <https://www.zevia.com/pages/privacy-policy> (our "Privacy Policy"). You acknowledge that all information you provide through this website or otherwise, including, but not limited to, through the use of any interactive features on the website and Account registration, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Our Privacy Policy sets out the types of information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties, in what circumstances and for what reasons, and any other relevant information relating to our use and/or processing of your information and your rights in relation to your information.

California residents can review the "Additional Disclosures for California Residents" section of our Privacy Policy for more information on your rights under the California Consumer Privacy Act.

#### **4. CHANGES TO THESE TERMS OF USE**

We reserve the right to update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access and use of the website thereafter.

If you use the website after we post a revised version of these Terms of Use, your use will be governed the revised Terms of Use. You can find out whether these Terms of Use have been revised since your last visit to this website by looking at the "Last modified" date at the top of these Terms.

You must check these Terms of Use each time you access our website in order to ensure that you are aware of the terms that apply to you at that time.

#### **5. YOUR ACCOUNT DETAILS**

Access to and use of certain functionalities and features of the website may require you to register for a user account ("Account") with us. If you decide to register an Account with us, you will provide us certain information to create and access your Account. You agree to provide us with accurate, complete and current information about yourself during Account registration and at all other times, and you agree to update all information provided to us or requested by us if, and as soon as, such information changes and before you make any product purchase. You agree to keep your log-in information confidential and to not authorize any third party to use your Account. You agree that you will not solicit, collect or use the login credentials of other individuals. We prohibit the creation of, and you agree that you will not create, an Account for anyone other than yourself. We will not be liable for any loss or damage that results from the unauthorized use of your Account, either with or without your knowledge. You are fully responsible for your failure to safeguard information or for permitting any other person to access or use your Account, and you agree that we may attribute all use of your Account to you. You agree to notify us immediately at [privacy@zevia.com](mailto:privacy@zevia.com) if you suspect any unauthorized use of your Account or any other breach of security. You may not sell or otherwise transfer your Account. We have the right to cancel or suspend your registration for any reason or for no reason at any time, as determined in our sole discretion.

## **6. USER GENERATED CONTENT; LICENSE**

For any photos, images, text, graphics, audio, video, location information, comments and any other content, materials or communications that you upload, post, submit or share via the Services (the "User Generated Content" or "UGC"), you agree to allow Zevia to use and distribute such UGC in connection with our business, including, but not limited to, Zevia's product feature, marketing, promotional, advertising and other consumer-related activities.

You shall at all times retain ownership of your UGC. You hereby grant to Zevia and its affiliates and related companies (the "Licensed Parties") a worldwide, perpetual, irrevocable, royalty-free, fully-paid up, non-exclusive, fully transferable, fully sublicensable (including through multiple tiers) right to copy, reproduce, modify, distribute, display, print, publish, broadcast, make derivative works based on, exploit and otherwise use (i) your UGC and (ii) your username, real name, voice, image, likeness, descriptions of you, location or other identifying information ("Name and/or Likeness") as the same appears in connection with your UGC, in any manner and for any purpose to be determined in the Licensed Parties' sole discretion, including but not limited to on webpages and social media pages operated by the Licensed Parties or their sublicensees, in promotional e-mails and advertisements, and in any and all other marketing, promotional and advertising initiatives throughout the world, and in any media now or hereafter known, without further approval, notification or compensation.

Notwithstanding the above, the Licensed Parties will have no obligation to make any use of any of the rights granted by you. The Licensed Parties may choose to use, stop using, reuse or not use, or remove from any Services, your UGC or Name and/or Likeness at any time. The Licensed Parties' use of your UGC or your Name and/or Likeness does not imply any endorsement of or any affiliation with you. You hereby waive any right to inspect or approve any use of the UGC or Name and/or Likeness by the Licensed Parties as permitted hereunder, and hereby waive any moral rights you may have with respect to the foregoing.

If you believe any Content, including UGC, residing on the Services or displayed or used in connection with the Services infringes any person's or entity's copyright rights, please refer to the Zevia "Copyright Policy" below.

### ***Representations and Warranties Regarding User-Generated Content***

You hereby represent and warrant that:

(i) you are not a minor, or you are the parent/guardian of all minors that created or are depicted in your UGC and Name and/or Likeness, if any, no such minor is under 13, and each such minor used the Services and is providing the UGC and Name and/or Likeness with your involvement and permission (and you hereby expressly agree as the parent/guardian to be bound by these Terms);

(ii) you are solely responsible for your UGC and Name and/or Likeness and have the full right, power and authority to grant the rights described in these UGC terms;

(iii) you own all rights in and to your UGC and Name and/or Likeness and/or have obtained appropriate rights and permissions from any and all other persons and/or entities who own, manage or otherwise claim any rights with respect to such UGC and Name and/or Likeness, such that you have all necessary licenses, rights, consents and permissions to publish the UGC and Name and/or Likeness and to grant the rights granted herein, including permission from all person(s) appearing and/or performing in your UGC;

(iv) the Licensed Parties' use of your UGC and Name and/or Likeness as described herein will not infringe, misappropriate or otherwise violate the rights of any third party, or any law, rule or regulation, including but not limited to consumer protection, copyright, trademark, patent, trade secret, privacy, publicity, moral, proprietary and other rights and laws;

(v) the UGC and Name and/or Likeness is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful;

(vi) you are in compliance with, and the UGC and Name and/or Likeness comply with, all applicable terms and conditions of any relevant third party product, service or platform;

(vii) the UGC and Name and/or Likeness does not contain any computer virus or other malware that could affect any of the Services or third-party product, service or system; and

(viii) the UGC and Name and/or Likeness that you submit is deemed non-confidential and the Licensed Parties have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to the Privacy Policy.

If requested, you will sign any documentation and take such action in such manner and at such location as may be required to protect, perfect, register or enforce any of the rights you have granted to Zevia under these Terms.

## **7. INTELLECTUAL PROPERTY RIGHTS**

### ***Copyrights***

All materials displayed or performed on the Services, or which may be made available for your download (including, but not limited to text, blogs, graphics, articles, photographs, images, illustrations, video and UGC (also known as the "**Content**"), are protected by copyright. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or other proprietary rights not owned by you (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. The Services are protected by copyright as collective works and/or compilations, pursuant to U.S. copyright laws, international conventions, and other intellectual property laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in these Terms of Use), create derivative works based

on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

### ***Trademarks***

All rights in the product names, company names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of Zevia, whether or not appearing with a trademark symbol, belong exclusively to Zevia, and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials containing the trademarks, except as permitted herein, is expressly prohibited, and nothing stated or implied on the Services confers on you any license or right under any patent or trademark of Zevia.

### ***Additional Intellectual Property Terms***

The website, including all Content, features and functionality, and all trademarks, service marks, trade names, logos, copyright and other intellectual property and proprietary rights in and to our website and such Content, features, and functionality, are either owned by us or licensed to us. All such rights are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property and proprietary rights laws. Any use of the website or any of its Content, other than as specifically authorized herein, is strictly prohibited. All rights not expressly granted herein are reserved by us.

The trademarks, service marks, trade names, logos and other branding owned by third parties and used or displayed on or via our website (collectively, "Third Party Mark(s)") may be trademarks of their respective owners, who may or may not endorse or be affiliated with or connected with us. Except as expressly provided in these Terms of Use, or in terms provided by the owner of a Third Party Mark, nothing in these Terms of Use or on or via the website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our or any Third Party Marks that are used or displayed on the website, without the respective owner's prior written permission, in each instance. All goodwill generated from the use of our trademarks will benefit us exclusively.

## **8. RELIANCE ON INFORMATION AND CONTENT**

Our website is made available to you in order to provide you with general information about us, our business, and any products or services that we offer from time to time. We do not warrant the accuracy, completeness, or usefulness of this information. This website may include Content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other Content, other than the Content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The Content on our website is not intended to be construed as advice. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising

from any reliance placed on such materials by you or any other visitor to the website, or by anyone who may be informed of any Content.

## **9. YOUR USE OF OUR WEBSITE**

The website (including all Content on our website) is provided for your lawful, personal, private and non-commercial use only. You may print or share the Content from our website solely (a) to the extent expressly authorized in these Terms and (b) for your lawful, personal, private and non-commercial purposes (the "Permitted Purpose"). You may not otherwise extract, reproduce, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit or distribute the any Content on our website without our prior written consent, except as follows:

- Your computer may temporarily store copies of such Content in RAM incidental to your accessing and viewing such Content.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this website.
- Use any illustrations, photographs, video or audio sequences, or graphics separately from the accompanying text from the website.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this website.
- You must not access or use for any purpose other than the Permitted Purpose (including any commercial purpose) any part of the website or any services or materials available through the website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the website in breach of the Terms of Use, your right to use the website will stop immediately and you must, at our option, return or destroy any copies of any website materials you have made. Any use of the website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## **10. PROHIBITED USES OF OUR WEBSITE**

You must not, without our prior written consent, access, interfere with, damage or disrupt in any way our website or any part of it, our systems, any of our hardware or equipment or any networks on which our website is hosted, any software that we use to create or modify the website or to make the website available to you, or any hardware, equipment, network, server, software or technology owned or operated by us or any third party.

You must use our website for lawful purposes only and in accordance with these Terms of Use. You must not use our website:

- for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;
- for any fraudulent purpose whatsoever;
- to conduct any unsolicited or unauthorized advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with or market to anyone any goods, services or business without prior written authorization by us;
- to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the website, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties ("Disabling Code"), or to upload any content or materials containing any such Disabling Code;
- to communicate with, exploit, harm or attempt to harm any minors in any way;
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website, or which, as determined by us, may harm us or any users of the website or expose us or any such user to liability; or
- in any way or for any purpose that breaches these Terms of Use (including the terms of each of the documents these Terms of Use incorporate by reference).

Additionally, you agree not to:

- Use the website in any manner that could disable, overburden, damage, or impair the website or interfere with any other party's use of the website, including their ability to engage in real time activities through the website.
- Use any robot, spider, or other automatic device, process, or means to access the website for any purpose, including monitoring or copying any of the material on the website.
- Use any manual process to monitor or copy any of the material on the website for any purpose not expressly authorized in these Terms of Use without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the website.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the website, the server on which the website is stored, or any server, computer, or database connected to the website.
- Attack the website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the website.

## **11. GEOGRAPHIC RESTRICTIONS**

The website is provided for use only by users located in the United States. Although it may be possible to access the website from other countries, we make no representation that our website is compliant with any legal requirements in force in any jurisdiction other than the United States, or that the Content available on the website will be appropriate for users in other countries or states. If you access the website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **12. LINKS TO OTHER WEBSITES**

Links to third party content or sites may appear on our website from time to time. If the website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We are not responsible for the content of any websites accessible via any link(s) on our website ("Linked Sites"). We do not endorse or sponsor any Linked Sites or the information, products, or services contained on any Linked Sites. Linked Sites are governed by their own terms of use and privacy policies. If you decide to access any Linked Site, you do so entirely at your own risk and subject to the terms and conditions of use for such Linked Site. You may need to use or obtain additional products or services in order to access or use the Linked Sites, such as a mobile device, Internet access, and a data connection. You must obtain or use these products or services separately and pay all associated charges (including for Internet access or other data transmission). All Linked Sites and content on Linked Sites are outside of our control, and we do not represent or warrant that such content is related to us or our website, suitable or appropriate for use or viewing, lawful or accurate. Without limiting any of the foregoing or any of Sections 16 or 18 below, we accept no responsibility and shall not be liable for any loss or damage that may arise from your access to or use of any Linked Site.

## **13. TEXT MESSAGING**

If you provided a phone number in connection with a transaction on our website, we (or a third party on our behalf) may send you non-marketing, service-related text messages (e.g., updates on your order status).

If we obtained your consent to send you text messages (such as marketing texts or non-marketing texts using an autodialer), then you may withdraw your consent at any time by opting out of receiving any mobile communications, by replying STOP, END, CANCEL, UNSUBSCRIBE, OPT OUT, or QUIT to any mobile message from us. You may receive an additional mobile message confirming your decision to opt out.

Message and data rates may apply to any mobile communications you receive from us. The frequency of text messages that we send to you depends on your transactions with us. All charges are billed by and payable to your wireless service provider. Please contact your wireless service provider for pricing plans and details. Text message services are provided on an "as is" basis and may not be available in all areas at all times.

## **14. PRODUCT PURCHASES**

Product purchases made through this website are subject to our Terms of Sale set forth below in this Section 14 (the "Terms of Sale"). Please review the Terms of Sale carefully prior to making a purchase through the website. The Terms of Sale are incorporated by reference in these Terms.

### **Terms of Sale**

These Terms of Sale apply to the purchase and sale of products through the Services and are subject to change by Zevia without prior written notice at any time, in our sole discretion. By placing an order through the Services, you confirm that you have read, understood, and agree



to the Terms of Sale in their entirety and agree to be bound by them. If you do not agree to the Terms of Sale, please do not order any product through the Services. Any exclusions and limitations of liability listed below in Section 16 and any disclaimers listed in Section 18 shall apply to these Terms of Sale.

### ***General Requirements***

By placing an order, you represent and warrant that:

- You are at least 18 years of age (19 in Alabama and Nebraska; 21 in Mississippi);
- If you are an individual consumer, the product is being ordered solely for your personal use, and you will not market, resell or otherwise distribute the product to any third party for commercial purposes;
- If you are a business, the product is being ordered on the Services solely to promote your own products or services by distributing the product to your customers and others at no cost to the recipient as business gifts or advertising items. You will not resell the product.

### ***Product Descriptions***

We use our reasonable endeavors to make sure that every product available for purchase on the Services is shown accurately and that prices are correct. However, product descriptions, specifications, features and images are subject to change at any time without notice, and occasionally there may be small variations in color, typefaces and layout. Without limiting any of Sections 16 or 18 below, we do not warrant, represent, undertake or covenant in any way that any product description or related information, material or Content accessible using the Services will be accurate, complete, reliable, current or error-free, and we are not responsible for errors (typographical or otherwise) in any of the foregoing.

### ***Order Acceptance and Cancellation***

You agree that your order is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders in our sole discretion. When you place an order (by choosing your product and completing the online checkout process), we will send you an order acknowledgement by email. This will detail the products you have ordered. Please note that your completion of the online checkout process does not constitute our acceptance of your order. Our acceptance of your order only takes place when we ship it. A contract of sale between you and Zevia is therefore made at the point of shipment, rather than at the point of payment. If you have cancelled your order, or if we notify you that we cannot accept your order, then no contract of sale will have been made. From time to time, we may not be able to accept an order, including for the following reasons: (i) where we cannot obtain authorization for your payment; or (ii) if you do not meet any eligibility criteria set out in the "General Requirements" section of these Terms of Sale. We reserve the right to cancel your order at any time and issue a full refund. We reserve the right, but are not obligated, to limit the sales of products to any person, geographic region or jurisdiction.

### ***Prices and Payment Terms***

All prices posted on the Services are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept major credit or debit cards, PayPal, Shop Pay, or Google Pay for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

### ***Shipments; Delivery; Title and Risk of Loss***

We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Orders containing multiple items may be shipped separately.

Title and risk of loss pass to you upon delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments. If any of the details you have given us in your delivery address are incorrect, we are not liable for any items which are not received.

### ***Circumstances Beyond Our Control.***

Neither we, nor any courier or carrier service that we use, shall be liable for any failure to perform under these Terms, where such failure or delay results from any circumstances outside our reasonable control. These circumstances include, but are not limited to, adverse weather conditions, such as snow, flood, extreme winds, fire, explosion, accident, traffic congestion, obstruction of any private or public highway, acts of governmental authorities, pandemic, riot, terrorism, act of God, or from any industrial dispute or strike.

### ***Subscribe and Save Program Terms***

If you enroll in our "Subscribe and Save" subscription program when you place an order for Products through the Services, you are: (i) signing up for and agreeing to ***automatic, continual shipments*** (each, a "Subscription Order") of all such Products that are eligible for the subscription program ("Subscription Products") in accordance with the schedule you select during checkout; and (ii) expressly authorizing Zevia to ***charge your payment method on a recurring basis*** as set forth herein without further affirmative authorization from you.

Subscription Products may be eligible for an additional percentage discount on Zevia's everyday low prices. You may change your Subscription Order shipping schedule, shipping method, shipping address and payment method and the Subscription Products included in your Subscription Orders at any time (provided that such changes will not apply to any Subscription Order authorized in accordance with these terms prior to Zevia's receipt of your change request). Such changes may be made by signing into your account on <https://www.zevia.com> and selecting the "Manage Subscriptions" link under Account Details or Order History.

**Your subscription program (and the associated Subscription Orders) will continue until canceled by you (provided that such cancellation will not apply to any Subscription Order authorized in accordance with these terms prior to Zevia's receipt of your cancellation request). You may cancel at any time by signing into your account on <https://www.zevia.com> and selecting the "Manage Subscriptions" link.**

When you place your initial Subscription Order, your payment method will be charged and the Subscription Order will be processed immediately. For each subsequent Subscription Order (which will be placed automatically per the schedule you have selected), at least three days prior to the date you are scheduled to be charged, you will receive a pre-shipment email notification reminding you of your upcoming shipment that includes (i) the prices for the Subscription Products in the applicable Subscription Order, as well as all applicable discounts, taxes, fees, shipping charges and other charges (collectively, the "Total Fees"), (ii) the period during which you may request changes to the applicable Subscription Order, and (iii) the scheduled shipment date. Following your receipt of such notification, you may edit or cancel such Subscription Order through our website, <https://www.zevia.com>, until 11:59 pm. Eastern Time on the day immediately preceding the applicable shipment date. If you do not cancel the Subscription Order by such time, the Subscription Order will be deemed authorized, and a credit card authorization hold will be placed on your payment method in the amount of the Total Fees. You will see a pending charge during this time as we process the Subscription Order. Once your Subscription Order is processed and shipped, your payment method will be charged for the Total Fees. Note that a payment authorization hold is not an actual charge, and although the hold may appear on your payment method account, you will be charged only one time for each Subscription Order. A payment authorization hold may impact the amount of credit available to you under your payment method. Any credit balances you may have on your subscription program account may be applied toward the balance of your order and Zevia will charge the remaining balance to your payment method. If we are unable to process payment, you will receive a "card declined" notification. If a valid payment method is not updated within the account, our system will wait a day and then send out an additional notification each day, for up to 8 days. If a valid payment method is not updated within the account after the 8th day, you will receive an email cancelling the Subscription Order, any active subscriptions, and removing any pending charges.

Zevia reserves the right to change or cancel the "Subscribe and Save" program (or any element or benefit thereof, including without limitation eligible Products, Subscription Product prices, discount amounts, delivery schedule and delivery method options, payment method options, and terms and conditions applicable to the program), at any time, with or without notice to you (provided that Zevia will not change prices for a Subscription Order that has been authorized in accordance with these terms). You expressly acknowledge and agree that certain elements, benefits and offers of your subscription program may change over time (for example, prices, discounts, availability, shipping charges and taxes), and Zevia does not guarantee that any of

the foregoing will remain the same during your subscription program. All Subscription Products are subject to availability. Zevia reserves the right, in its sole discretion, to cancel any Subscription Order or terminate your subscription program at any time, with or without notice to you, including without limitation due to an invalid payment method. Your subscription program is personal to you and may not be assigned or transferred to any third party. Your subscription program, and all Subscription Orders and Subscription Products, are subject to all terms and conditions set forth under "Terms of Sale" above and all other terms and conditions of these Terms of Use.

## **Refund Policy**

Unfortunately, we cannot accept returns or exchanges of product. If your order was damaged in transit, or if you've received the wrong order, please reach out to our Customer Care team immediately, by emailing [shop@zevia.com](mailto:shop@zevia.com) or calling 1.855.GO.ZEVIA (1.855.469.3842), and we will either send you a replacement or offer you an equal exchange credit.

If you believe there is a quality issue with your product, please take note of the Lot Code (a series of numbers with a timecode that is printed near the Expiration Date), so that we can trace the specific batch of product you have received. These inquiries will be handled on a case by case basis.

## **15. PROMOTIONS**

From time to time, we may offer you the opportunity to participate in one or more sweepstakes, contests, challenges, activities, surveys, or similar promotions made available through the Services (each, a "Promotion"). Each Promotion will be governed by specific rules that are separate from these Terms. By participating in any such sweepstakes, contest, challenge, activity, survey, or other promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. We urge you to read the applicable rules, which are linked from or otherwise made available in connection with the particular Promotion, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such Promotion. If you engage in any fraudulent or unsportsmanlike activity or act contrary to the applicable rules, these Terms or any laws, your participation and account privileges may be suspended or terminated, resulting in the loss of offers, prizes or other items.

To the extent permitted under applicable law, we reserve the right to modify, terminate or suspend the availability of Promotions and to correct errors or inconsistencies in Promotion-related materials. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF A PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO SEEK DAMAGES FROM SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

## **16. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

We do not exclude our liability to you where it would be unlawful to do so under applicable law. If applicable law does not allow all or any part of the below limitations of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law.

If you purchase goods or services from our website, different exclusions of liability may apply. These are contained in our Terms of Sale.

SUBJECT TO THE AFORESAID IN THIS SECTION 16, IN NO EVENT SHALL WE (INCLUDING OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS) UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO YOU FOR ANY LOSS, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) COSTS, EXPENSES, LIABILITIES OR PENALTIES, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, WHETHER FORESEEABLE OR UNKNOWN, ARISING FROM, IN CONNECTION WITH OR RELATING TO:

- YOUR USE OF OUR WEBSITE;
- ANY CORRUPTION OR LOSS OF DATA;
- ANY INABILITY TO ACCESS OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTIONS, SUSPENSION OR WITHDRAWAL OF OUR WEBSITE (FOR ANY REASON WHATSOEVER);
- ANY USE YOU MAKE OF ANY CONTENT OR MATERIALS ON OUR WEBSITE, INCLUDING ANY RELIANCE YOU MAKE ON SUCH CONTENT OR MATERIAL;
- ANY LOSS OF SAVINGS, PROFITS, SALES, BUSINESS OR REVENUE;
- ANY LOSS OF REPUTATION OR GOODWILL;
- ANY LOSS OF SAVINGS;
- ANY LOSS OF A CHANCE OR OPPORTUNITY; OR
- ANY OTHER SECONDARY, CONSEQUENTIAL OR INDIRECT LOSSES OR DAMAGES OF ANY KIND.

THE FOREGOING LIMITATIONS AND EXCLUSIONS IN THIS SECTION 16 WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND YOU ASSUME AND SHALL BE LIABLE FOR ALL SUCH LOSSES AND DAMAGES (INCLUDING THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS, DAMAGE, COSTS, EXPENSES, LIABILITIES OR PENALTIES).

WITHOUT LIMITING ANY OF THE FOREGOING IN THIS SECTION 16, WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR ANY LOSS OR DAMAGE THAT WAS CAUSED BY OR ARISES FROM YOUR FAILURE TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.

You specifically agree that we shall not be liable for any Content or the defamatory, offensive or illegal conduct of any third party and that the risk of harm and damage from the foregoing rests entirely with you.

YOU AGREE THAT IN THE EVENT THAT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES ARISING OUT OF, OR IN CONNECTION WITH, OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY US, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION,

ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY US.

To the extent that any of the provisions of this Section 16 are unenforceable as outright exclusions of liability, they shall be construed as limitations on liability limiting our liability to you to the maximum extent permitted by law.

## **17. INDEMNIFICATION**

You agree to defend (at our request), indemnify and hold us harmless from and against any and all claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and attorneys' fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the website or those conducted on your behalf):

- your uploads to, access to or use of the website;
- your UGC or any Name and/or Likeness (or any Licensed Party's use of your UGC or any Name and/or Likeness);
- your breach or alleged breach of these Terms of Use;
- your infringement, misappropriation, or violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, any regulatory, administrative and legislative authorities; or
- any misrepresentation made by you.

You will cooperate as fully required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not, in any event, settle any claim without our prior written consent.

## **18. DISCLAIMERS**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION, WARRANTY OR ENDORSEMENT AS TO ANY:

- SERVICE (INCLUDING WITH RESPECT TO ANY COMPLETENESS, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY THEREOF);
- WEBSITE CONTENT;
- USER CONTENT (INCLUDING UGC); OR
- SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO, FROM OR THROUGH THE WEBSITE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ALL (I) IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND QUIET ENJOYMENT AND (II) WARRANTIES ARISING FROM ANY COURSE OF DEALING OR TRADE PRACTICE.

WITHOUT LIMITING ANY OF THE FOREGOING IN THIS SECTION 18, WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE OR CONTENT WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE WILL BE PROVIDED ON A TIMELY, RELIABLE OR SECURE BASIS OR IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES, WORMS, OR OTHER HARMFUL OR MALICIOUS COMPONENTS (INCLUDING ANY DISABLING CODE). WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE CONTENT (INCLUDING ANY INSTRUCTIONS) ON THE WEBSITE IS ACCURATE, COMPLETE OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOUR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND WE SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

WE DO NOT ENDORSE ANY CONTENT (INCLUDING ANY UGC) AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ACTION OF ANY KIND OR CHARACTER ARISING FROM, BASED UPON OR RESULTING FROM ANY CONTENT.

## **19. AGE RESTRICTIONS ON USE OF OUR WEBSITE**

By using this site, you represent that you are at least the age of majority in your state of residence, or that you are the age of majority in your state of residence and you have given us your consent to allow each of your minor dependents to use this website. Zevia and the website do not knowingly collect information from children under age 18. If you are under 18 years of age or under the legal age to enter enforceable contracts in the jurisdiction from which you are accessing the website, you may access and use the website only with consent of a parent or guardian. If you are under age 13, you are not permitted to use the website or to submit any personally identifiable information to the website. By providing information to us through or by otherwise access or using the website, you represent that you are 13 years of age or older. If you are between 13 and 17 years of age, when you visit, browse and use the information on the website, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms of Use on your behalf; you may not submit any personal information. If you are a parent or guardian and believe we may have inadvertently collected personal information from your child, please notify Zevia immediately by sending an email to [privacy@zevia.com](mailto:privacy@zevia.com).

## **20. SUSPENSION AND TERMINATION**

We reserve the right to suspend or terminate your access to or use of or withdraw or modify all or part of the website or your account for any reason without notice, including for business or operational reasons, such as improving the appearance or functionality of the website, content

updates, periodic maintenance, or to resolve any issues that we become aware of. You may terminate your Account or your use of the website at any time.

Termination will not limit any of our other rights or remedies. The sections hereof titled "Intellectual Property Rights," "Indemnification," "Exclusions and Limitations of Liability," "Disclaimers," "Governing Law and Jurisdiction," and "General" and all other provisions hereof that are intended to survive termination shall survive termination of these Terms of Use or your access to the website or Account.

## **21. COMPLIANCE WITH LEGAL REQUIREMENTS**

We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the website.

## **22. NOTICES**

We may give you notices hereunder by any lawful method, including by posting notices on the website or by sending it to any email address that you provide to us. You agree to send us notices by email to [zevia@zevia.com](mailto:zevia@zevia.com) or by mailing them to the following address:

**Zevia, LLC**  
**15821 Ventura Blvd. #145**  
**Encino, CA 91436 USA**

## **23. COPYRIGHT POLICY**

### ***Procedure for Reporting Copyright Infringements***

Zevia takes claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

1. Your physical or electronic signature (or the signature of a person authorized to act on behalf of the owner of the applicable copyrighted work);
2. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works;
3. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
4. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
5. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;



6. A statement that the information in the written notice is accurate;
7. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### ***Designated Copyright Agent***

Our designated copyright agent to receive DMCA Notices is:  
ZEVIA LEGAL DEPARTMENT  
ZEVIA PBC  
15821 VENTURA BLVD, SUITE 145, LOS ANGELES CA 91436  
855-469-3842  
LEGAL@ZEVIA.COM

### ***Counter Notification Procedures***

If you believe that material you posted on the Services was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "**Counter Notice**") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

1. Your physical or electronic signature (or the signature of a person authorized to act on behalf of the owner of the applicable copyrighted work);
2. An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
3. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
4. A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;
5. A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if you reside outside the United States, for any judicial district in which Zevia may be found, and that you will accept service from the person (or an agent of that person) who provided notification of the alleged infringement.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### ***Repeat Infringers***

If we determine that an individual is the subject of multiple DMCA notices, then we may, in our sole discretion, take any number of steps, such as issuing warnings, suspending or terminating the individual's account, or any other measures that we deem appropriate.

## **24. GOVERNING LAW AND JURISDICTION**

These Terms of Use and any disputes arising from or in relation to them, whether contractual or non-contractual, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

## **DISPUTE RESOLUTION TERMS (PLEASE READ CAREFULLY)**

### ***Binding Arbitration***

Certain portions of this Binding Arbitration section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Zevia agree that we intend that this section satisfies the "writing" requirement of the Federal Arbitration Act.

You and Zevia agree to arbitrate any and all disputes, claims, or causes of action arising out of, in connection with, or relating to use of the Services or any aspect of the relationship between you and Zevia (each, a "**Dispute**"). The arbitration shall be conducted in accordance with the American Arbitration Association ("**AAA**") Consumer Arbitration Rules then in effect. If for any reason, AAA is unable or unwilling to conduct the arbitration consistent with these terms, we will pick another arbitrator pursuant to 9 U.S. Code § 5. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT (I) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (III) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS.

Arbitration is a method of claim resolution that uses a neutral arbitrator instead of a judge or jury and is subject to limited review by courts. YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL AND UNDERSTAND THAT, ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO

SUE IN COURT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THESE TERMS OF USE, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

## 25. NOTICE TO CALIFORNIA RESIDENTS

BY ACCESSING OR USING THE WEBSITE, YOU WAIVE YOUR RIGHTS WITH RESPECT TO 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 the website is at any time deemed an electronic commercial service (as defined under California Civil Code Section 1789.3), California residents are entitled to the following specific consumer rights information:

The provider of the website is:

**Provider:** Zevia PBC  
**Phone:** 855.GO.ZEVIA (855.469.3842)  
**E-mail:** [zevia@zevia.com](mailto:zevia@zevia.com)  
**Postal Address:** Zevia, LLC, 15821 Ventura Blvd. #145, Encino, CA 91436 USA.

If the website is deemed as electronic commercial service, you may file a complaint regarding the website or to receive further information regarding use of the website by sending a letter to the attention of "Legal Department" at the above address.

## 26. GENERAL

If any provision of these Terms of Use is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect. You and Zevia intend that the provisions of these Terms of Use be enforced to the fullest extent permitted by applicable law. Accordingly, you and Zevia agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are only for convenience and have no legal or contractual significance. Any list of examples following "including" (or any word of similar import) or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." Zevia may assign these Terms of Use, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense your rights, if any, in your Account, to the website, or under these Terms of Use. These Terms of Use (including any incorporated terms or policies) constitute the entire agreement between you and Zevia with respect to your Account and the website. Both you and Zevia warrant to each other that, in entering these Terms of Use, neither Zevia nor you have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and Zevia, or Zevia's successors and permitted assigns, will have any right to enforce any of these Terms of Use.