

**ZZ DRIGGS**  
**TERMS & CONDITIONS**

(Effective April 22, 2020)

Welcome to ZZ Driggs! It's important to understand the terms and conditions for any site or app you access, and we're glad you've decided to review ours.

*By accessing any of our Services, as defined below, you fully acknowledge and unconditionally agree to all of the following terms and conditions. Please read our Terms & Conditions carefully, and don't hesitate to let us know if you have any questions.*

*Please note that these Terms & Conditions contain a mandatory binding arbitration clause and class action waiver in Sections 14.b and 14.c, respectively. These provisions require that you waive your right to seek relief in a court of law and your right to have any disputes decided by a judge or a jury - and, instead, engage in binding arbitration on an individual basis.*

1. **Definitions.** There are a few words and phrases that you'll see repeatedly throughout our Terms & Conditions, including in the preceding introduction. Here's an explanation of those terms:

- a. **ZZ Driggs, Inc.** (also "**ZZ**", "**ZZ Driggs**," "**we**", "**us**", "**Company**" and "**our**") is a New York limited liability company that curates a collection of furniture, furnishings, and other objects and items for rental and/or sale.
- b. For the purposes of these Terms & Conditions, ZZ's "**Affiliates**" include our executives, employees, officers, contractors and service providers, consultants, attorneys, advisers, investors, board members, directors, partners, joint ventures, parents, subsidiaries, successors, assigns, and any controlling and/or acquiring individual and/or entity and his/her/its affiliates.
- c. "**You**" (also "**your**" and "**user**") refers to you, the individual, as well as any entity or other individual on whose behalf you're acting.
- d. "**Services**" refer to any and all of ZZ's websites, social media accounts, software applications, in-person events, emails, text and SMS messages, and feeds (e.g. Real Simple Syndication feeds, Atom feed), and any of the media content (e.g. articles, catalogs, photos, product descriptions) available through those Services, as well as our interior design and décor services, and any and all services pertaining to the rental and/or sale of furniture, furnishings, and other objects and items by ZZ. ZZ's "**Digital Services**" refer specifically to any and all of ZZ's technological offerings, including without limitation its websites, social media accounts,

- software applications, emails, text and SMS messages, and feeds, ), and any of the media content (e.g. articles, catalogs, photos, product descriptions) available through those Digital Services.
- e. **“Item” or “Items”** refer to any and all furniture, furnishings, and other objects and items offered for rental and/or sale by ZZ and our Affiliates.
  - f. **“User Content”** refers to any text, photos, images, video, audio, and multimedia you create, modify, post, provide, upload, send, and/or share in connection with our Services. This includes but is not limited to photos or videos of one or more Items that you share with ZZ. User Content specifically does not include any user passwords, contact information, personally-identifying information, or financially sensitive information – those items are subject to their own rules, as explained in our [Privacy Policy](#) – unless such information appears (against our recommendation) in a public-facing, photo, image, item of text, audio file, video, or multimedia item.

## 2. Who Can Use our Services?

- a. **Eligibility.** By accessing our Services – including, without limitation, renting and/or purchasing Item(s) from ZZ and/or our Affiliates – you represent that you are of sound mind and body to agree to these Terms & Conditions and in possession of the full rights and/or authorization to: (a) agree to these Terms & Conditions, (b) agree to and pay for any purchase and/or rental made by you, whether for your own benefit or the benefit of a third party, (c) authorize the use of your User Content, as described in this Agreement, and (d) submit any contact information, financial information, and other personal and sensitive information provided in connection with our Services, whether for your own benefit or the benefit of a third party. You must be older than thirteen (13) years of age to make use of ZZ’s Digital Services, and to engage in a transaction with ZZ for the purchase of one or more Items; however, you must be eighteen (18) or older to engage in a transaction with ZZ for the rental of Items or for our design, consulting, concierge, and décor services.
- b. **Non-Eligibility.** We reserve the right to terminate your use of, and access to, our Services – and cancel any purchase and/or rental hereunder – for any violation of these Terms & Conditions. Furthermore, you may not use our Services if you are:
  - i. Currently restricted or prohibited from using our Services;
  - ii. A past, present, or imminent competitor of ZZ and/or closely connected to one or more of our past, present, or imminent competitors;

- iii. Acting on behalf of another person or entity without that person or entity's permission;
  - iv. Under a legal obligation that restricts and/or precludes your use of our Services; and/or
  - v. Otherwise unwilling to fully agree to, and follow all of these Terms & Conditions.
- c. **No Guarantees re: Eligibility.** While we make every effort to keep a tight-knit community based on strict eligibility criteria, we make no warranty or representation that every user satisfies our eligibility criteria; there may be ineligible individuals who still gain access to and/or use our Services.
- d. **Immediate Termination.** You need to immediately close your browser window, cancel your rental with ZZ and/or its Affiliates (see below), and cease from all further use of our Services if you are or become ineligible to use these Services. You further agree to email [support@zzdriggs.com](mailto:support@zzdriggs.com) with the subject "End Use" with details about your reason for ceasing all further use.

### 3. Basic Standards of Conduct

- a. **Summary of Standards.** ZZ'S Basic Standards of Conduct should be easy to follow. Here are **4 Simple Guidelines** that will help:
- i. Treat ZZ, our Affiliates, our service providers, and our community members kindly and respectfully.
  - ii. Keep User Content clean, decent, and non-disparaging.
  - iii. Be truthful with the information you provide. Present yourself honestly and up-to-date.
  - iv. Don't try to breach our security, disrupt our technology, or misappropriate our intellectual property.
- b. **Improper Use.** Your use of our Services (including, but not limited to, your acts and/or omissions in connection with the rental and/or purchase of Item(s)) shall not directly or indirectly constitute, involve, attempt, aid, support, incite, encourage, advise, bring about, and/or facilitate any of the following:
- i. A violation of a law;
  - ii. A violation of a rule, regulation, and/or standard of conduct;
  - iii. Infringement of the personal and/or property rights of ZZ and/or any third party (including, but not limited to, infringement of intellectual property rights, moral rights, privacy rights, rights to publicity, and rights concerning privileged, proprietary, and confidential information);

- iv. A breach of an agreement, legal obligation, or responsibility;
- v. Discovery of another user's information beyond that which is legitimately intended to be made publicly available;
- vi. An implication or indication of involvement with, or endorsement by ZZ when ZZ has not specifically granted permission to make such an implication or indication;
- vii. Interference with an existing business relationship and/or contract
- viii. An unlawful, unfair, and/or deceptive business act, practice, or scheme;
- ix. Support for, or advancement of a potential or actual ZZ competitor;
- x. Threats, harassment, intimidation, abusive conduct, and/or bullying;
- xi. Extortion, fraud, and/or identity theft;
- xii. Improper disclosure of privileged, private, confidential, and/or proprietary information;
- xiii. Obscenity, vulgarity, and/or pornography;
- xiv. Impersonation, misrepresentation, and/or another reckless or knowing provision of false, incomplete, inaccurate, or outdated information (whether by text, image, photo, audio, video, or otherwise);
- xv. Libel, slander, defamation, or other attack on character or reputation;
- xvi. Hate speech, prejudice, and/or unlawful discrimination;
- xvii. Tortious conduct not previously describe; or
- xviii. Any other violation of these Terms & Conditions.

c. **Everyone Should Feel Welcome.** You agree that you shall not attempt to, or actually interfere with another user's legitimate, good-faith use, and/or enjoyment of our Services.

d. **Malicious Conduct & Content.** You shall not use our Services, attempt to use our Services, or seek to emulate ZZ, to engage in spamming, phishing, harvesting, unauthorized advertising (including, but not limited to, bulk emailing, pyramid schemes, commission-based opportunities, contests, offers), or the circulation of viruses or other malicious programs and/or code; this includes Trojan horses, spyware, worms, Easter eggs, time bombs, and any other harmful and/or invasive files, programs, or code.

e. **Respect the Integrity of Our Technology & Operations.**

- i. **Proper Working Order.** You agree that you shall not attempt to disrupt or actually disrupt, manipulate, or otherwise interfere with the proper working order of any servers, networks, systems, and other technologies

belonging to ZZ, our Affiliates, and/or any of our third party providers. Under no circumstances shall you attempt to, or actually disrupt, alter, or modify any aspect of our Services or the services of our Affiliates and/or third party providers, including, but not limited to, disruption of our websites, inventory management system, social accounts, and online storefront technology.

- ii. **Public Interface Only.** You shall utilize only those interfaces publicly provided by ZZ, its Affiliates, and its third party providers, when interacting with our Digital Services. You shall only access that which ZZ, its Affiliates, and its third party providers deliberately make publicly available, within the bound of reasonably intended use. You shall not attempt to, or actually access any information, data, code, and/or other material belonging to ZZ, it Affiliates, and/or its third party providers that is not intended for public access and/or consumption- through hacking, password mining, identity theft, and/or another breach of authentication and/or security. Likewise, you are not allowed to test or probe the security or vulnerability of our Digital Services, networks, servers, or other technologies.
- iii. **Excessive Load.** Your shall not impose any excessive load or unreasonable demand - per our determination - on the infrastructure, systems, servers, or other technology and operations of ZZ, its Affiliates, and/or its third party providers, including but not limited to by use of our Services..
- iv. **Reverse Engineering.** You shall not attempt to or actually reverse engineer, decompile, duplicate, mimic, render generically, or otherwise derive the code underlying any aspect, feature, function, or detail concerning or relating to our Services, except to the extent that such a restriction is expressly forbidden by law. This clause includes, but is not limited to, reverse engineering, duplicating, mimicking, and/or rebranding any Items offered for rental and/or sale, as well as any technology relating to our Digital Services.

- f. **ZZ's Data, Information, IP Materials, Code & Content.** You agree that you are strictly forbidden from the following with respect to our data, information, intellectual property, materials, code, and content (including, without limitation, User Content furnished by other users):

- i. Displaying, publishing, transmitting, licensing, sublicensing, distributing, exhibiting, and/or making commercial use of these items beyond our prior express written consent and without the express written consent of the Content's rightful owner;
  - ii. Downloading, extraction, copying, indexing, and/or collection of these items (including, without limitation, use of a robot, spider, data miner, crawler, scraper or similar tool);
  - iii. Duplication, rebranding, and/or derived usage of these items;
  - iv. Deleting or modifying the substance and/or appearance of these items;
  - v. Displaying these items out of context, obscuring them, including them alongside objectionable content, or otherwise failing to present them as fully intended; and
  - vi. Other manual and/or automated means of improper access or retrieval.
  
- g. **Public Search Engine Exception:** Operators of public search engines are hereby granted permission to use spiders for the sole and limited purpose of developing a publicly available searchable index of the content and information appearing in publicly-facing areas of our online properties – and are granted such permission only to the extent necessary to create such an index. Public search engine operators are not granted permission to create caches or archives of the indexed content. ZZ reserves the right to limit, suspend, or revoke this permission at any time, for any reason, without notice, at its sole discretion.
  
- h. **Limit: One Account per Person.** ZZ reserves the right to require that you register to use part or all of our Services. You are allowed to create a single account for yourself, as a natural person. You may create an additional account for each entity/person who authorizes you to agree to these Terms & Conditions with prior express written authorization. ZZ reserves the right to reject or require a change as to your registration information (*e.g.* username, password, email account), for any reason, at its sole discretion.
  
- i. **Responsibility for Your Account, User Content & Information.** Your account, User Content, passwords, personal information, and financially-sensitive information are your responsibility. ***You and you alone are responsible*** for all actions and omissions arising out of, and/or relating to your account, User Content, and/or use of our Services. Any User Content or information you provide to us is at your own risk of liability, harm, loss, damages, expenses, fees, costs, and/or fines – ***ZZ shall not be responsible or liable for your User Content.***

- j. **Unsavoury Conduct.** There is always a chance that, in connection with or as a result of our Services – including, but not limited to, during the course of receiving or returning Items you rented and/or purchased from ZZ – you may encounter people, behavior, interactions, content, and/or other material that you consider inaccurate, objectionable, inappropriate, hostile, indecent, and/or worse. Therefore, you acknowledge and agree that you use our Services **at your own risk of encountering** such people, behavior, interactions, content, and/or other material; you acknowledge and agree that **you shall not, under any circumstances, hold ZZ or its Affiliates responsible or liable** in connection with such persons, behaviors, interactions, content, and/or other material.
- k. **Notice to Parents.** You are hereby notified, pursuant to 47 U.S.C. Section 230(d), that parental control protections are commercially available that may assist you in limiting access to material that is harmful to minors; for information about current providers, visit: <http://kids.getnetwise.org> and <http://onguardonline.gov>. To be clear, ZZ does not specifically endorse any site or tool with respect to parental control protection.
- l. **Non-Audit of Content.** ZZ does not guarantee that it will audit, analyze, or review User Content or third party content before it goes live. Neither ZZ, nor its Affiliates is in any way responsible for what is published as User Content or third party content in connection with our Services, and we are under no obligation to edit or control User Content or third party content. While we like to make efforts to help our users, we make no warranties or representations regarding responding to User Content issues, third party content issues, or other issues arising out of, or relating to our Services; it is possible that your issue may go unaddressed. That said, we reserve the right to delete any User Content or any other content at any time for any reason without notice, cause, or consent.
- m. **Linking & Deep Linking to ZZY.** You agree that you will not link to our Digital Services (including but not limited to our website) in an effort to disrupt, obstruct, harass, defame, unfairly profit from, or otherwise harm us. Furthermore, you agree that deep linking to our Digital Services is strictly prohibited without our prior express written consent.
- n. **Report Suspicious or Improper Conduct.** You agree to immediately notify ZZ of any unauthorized use of your account, any breach of security, or any other suspicious or improper usage of our Services (including, but not limited to,

- reporting inappropriate conduct at any in-person event). Likewise, you agree to immediately notify ZZ with a detailed explanation if you believe you or any other user has committed or will commit a breach of these Terms & Conditions. You can make such a report by emailing [legal@zzdriggs.com](mailto:legal@zzdriggs.com) with the subject line "Improper Conduct" and a detailed account of the issue.
- o. **Framing & Hidden Technology.** You may not utilize framing or mirroring techniques to enclose any ZZ Driggs trademark, logo, image, text, layout, format, or other proprietary information or intellectual property, without our prior express written consent. You may not utilize any "hidden text" (e.g. meta tags) that references ZZ's proprietary information or intellectual property without our prior express written consent. You may not remove any trademark notice, copyright notice, or other notice of proprietary rights appearing in connection with our Services.
  - p. **Editing & Deleting Your User Content.** With respect to the User Content you create, distribute, or otherwise submit or disseminate in connection with our Services – such as photos, videos, messages, comments, and posts – you cannot revise or delete that which has been submitted to ZZ.
  - q. **User Content Is Public.** Your User Content is considered to be public and non-confidential in its entirety – it may be discovered, and/or attributed to you, and used by ZZ and its Affiliates as described in these Terms and Conditions.

#### 4. Your Rights

- a. **License to Use Services.** Provided that you fully agree to these Terms & Conditions – and are capable of conducting yourself in accordance with them at all times– you will be granted a limited, non-exclusive, non-sublicensable, non-transferable, non-delegable, non-assignable, fully revocable license to access and make use of our Digital Services, strictly as intended, in accordance with our terms and conditions (e.g. these Terms & Conditions). ZZ reserves the right to limit, suspend, or revoke this license at any time, for any reason, without notification or warning.
- b. **Single Copy.** You are allowed to make a single copy of the content available through our Digital Services for use in learning about, evaluating, and/or utilizing ZZ's Services, provided that you agree that any such copy will be accompanied by

a clear, complete, unmodified, and unobscured copy of these Terms & Conditions – and that these Terms & Conditions shall control use of said copy.

## 5. Our Rights

- a. **Terms, Services & Access.** ZZ reserves the right to do any and all of the following at any time, effective immediately, without liability, cause, notice, or preservation obligation:
- i. Add to, remove, or modify any and/or all of our terms and conditions (including, but not limited to, these Terms & Conditions and our Privacy Policy) – in which case, your subsequent access and/or use of our Digital Services constitutes acceptance of the amended term(s);
  - ii. Suspend, discontinue, remove, interrupt, restrict, update, improve, or otherwise modify (a) our Services, (b) features, functions, details, and/or portions of our Services, and (c) material, data, information, code, and/or content arising out of, or relating to our Services – including, without limitation, the right to freely modify, revise, and limit which Items, if any, are offered, or no longer offered, for rental and/or sale, as well as each Item’s price, description, specifications, availability, available quantity, lead time, and accompanying photos, descriptions, and images; and
  - iii. Refuse, suspend, terminate, ban, restrict, or otherwise modify your, or any other person’s, access to and/or ability to use: (a) our Services, (b) features, functions, details, or portions of our Services; and/or (c) material, data, code, information, and/or content arising out of, or relating to our Services – including, without limitation, cancelling any active rentals and pending purchases, refusing to rent and/or sell Items, refusing to provide design services, and/or outright banning from all Services.
- b. **Rejection of Modifications.** If you do not wish to be bound by modifications relating to our terms, Services, or access rights, you must stop using our Services immediately and cease from all further usage of our Services, including, without limitation, cancelling each active rental of an Item or Items. You further agree to email [support@zzdriggs.com](mailto:support@zzdriggs.com) with the subject “End Use” and details about your reason for ceasing all further use of our Services.
- c. **No Obligation to Act/Refrain.** ZZ is under no obligation – and shall face no penalty, liability, damage, claim, suit, or loss – to take action or refrain from taking

- action with respect to maintaining, updating, modifying, improving, and/or providing: (a) our Services; (b) features, functions, details, or portions of our Services; (c) terms and /or conditions relating to our Services; and/or (d) material, data, information, and/or content arising out of, or relating to, our Services.
- d. **License to ZZ.** Subject to the conditions set forth in our [Privacy Policy](#), you hereby grant a perpetual, irrevocable, non-exclusive, royalty-free, fully sub-licensable, worldwide license to exercise any and all rights you may have as to any content (including without limitation your User Content), data and information arising out of and/or relating to your use of our Services, including, without limitation, data and information concerning the browsing of our website, the rental/purchase of Items, the receipt of Items, and your usage of Items. Likewise, you agree that ZZ may, at our sole discretion: copy, reproduce, adapt, translate, sell, distribute, syndicate, publish, transfer, communicate, modify, exhibit, advertise, market, create derivative works from, display, make commercial use of (including currently known and future, currently unknown commercial uses), and/or otherwise use your content (including without limitation your User Content), data and information arising out of and/or relating to your use of our Services throughout the world in any media in any manner, fashion and/or context we wish. You further agree that you waive any moral rights – including, but not limited to, the rights of attribution – in connection with any content and any data and information arising out of and/or relating to your use of our Services. Furthermore, you represent that you have full authority and right to grant these licenses and waive these rights pursuant to these Terms & Conditions.
- e. **Handling Your Information & User Content.** You agree that ZZ may store, save, retain, delete, or destroy any and all content, information and/or data it collects – including but not limited to your User Content and any data concerning your personally-identifying and financially sensitive information – as it deems fit, with or without notice or cause, effective immediately. Specific details about how we use your information – including your personally-identifying and financially sensitive information – can be found in our [Privacy Policy](#).
- f. **All Rights Reserved.** Excepting your User Content, all code, content, materials and information that are included in our Services – in various formats, including, but not limited to, images, illustrations, photographs, posters and banners, messages, videos, audio, software, data, and text – is the property of ZZ or one or more third-parties (“ZZ Content”). ZZ Content is protected by the copyright laws,

trademark laws, patent laws, and other intellectual property laws of the United States and other countries – and you acknowledge and agree all copyrights, trademark rights, and other proprietary rights and interests arising out of, and/or relating to, the ZZ Content are owned by us or our licensors to the fullest extent permitted under applicable law. Except as expressly authorized in these terms and conditions, or with our prior express written consent, **you may not** use, download, upload, copy, print, enter into a database, exhibit, display, perform, sell, lease, rent reproduce, republish, license or sublicense, post, create derivative works from, transmit, distribute, share, or otherwise exploit or make commercial use from ZZ Content in whole or in part. You further acknowledge and agree that all rights in the ZZ name, trade names, logos, service marks, trade dress, slogans, and designs – regardless of the size of the print or the presence of a legal designation (*e.g.*, ™, ® or ©) – are the exclusive property of ZZ and/or its licensors, and are protected by United States and international law from reproduction, imitation, confusing and/or misleading usage, dilution, and/or any other unfair usages. Nothing expressly stated or implied by these Terms & Conditions – or by our Services in general – shall give you any right, license, or other form of permission to use the ZZ name, or any trade names, logos, service marks, trade dress, slogans, and designs that belong to ZZ and/or our licensors; your use or misuse of intellectual property belonging to ZZ and/or its licensors is hereby expressly prohibited. If you wish to obtain permission to use ZZ's trademark or other ZZ Content, or if you have any questions about these terms, please direct your inquiries to us at [legal@zzdriggs.com](mailto:legal@zzdriggs.com) Furthermore, you acknowledge that the Items we rent and sell may be protected by patent laws and other intellectual property laws of the United States and other countries; nothing expressly stated or implied by these Terms & Conditions – or by our Services in general – shall give you any right, license, or other form of permission to use the patents connected to the Items we rent and sell; your use or misuse of intellectual property belonging to ZZ, its Affiliates, its licensors, its suppliers/manufacturers, and any other related parties is hereby expressly prohibited, unless otherwise authorized.

- g. **Messages & Notifications to Our Community.** For the purpose of service messages and notices intended for general consumption, we reserve the right to contact you through any means we choose, including by mail, telephone, email, social media, or website banner; you agree that any means of contact we choose will suffice for the purpose of providing adequate, timely legal notice.
- h. **Catch-All.** To the fullest extent permitted by law, ZZ reserves any and all rights and interests relating to our Company, our Affiliates, and our property which were

not expressly enumerated in these Terms & Conditions, including, but not limited to, rights relating to ownership, title, copyright, patent, proprietary rights, and trademark.

6. **Privacy Policy.** ZZ values your privacy rights. ***We strongly recommend that you [click here to carefully review our Privacy Policy](#).*** This Privacy Policy governs how we collect and use your information. Our Privacy Policy is incorporated by reference into these Terms & Conditions; by agreeing to our Terms & Conditions, you acknowledge and fully agree to be bound by the terms and conditions set forth in our Privacy Policy.

7. **Termination.**

- a. **Termination by ZZ.** ZZ reserves the right – whenever we choose, effective immediately, without liability, cause, notice, or warning – to suspend, terminate, ban, interrupt, restrict, or otherwise modify your (or any other User’s) access to and/or use of our Services, or any functions, details, features or portions of our Services. This includes, but is not limited to, cancelling your rental of one or more Item(s), restricting the scope of your use or access, requiring and charging additional costs, deleting your User Content, and/or outright banning you for an indefinite period of time.
- b. **Termination by You.** If you wish to terminate your account and/or no longer utilize ZZ’s Services, you may do so at any time; simply send an email to [support@zzdriggs.com](mailto:support@zzdriggs.com) from the email address you use in connection with ZZ (or in lieu of such an email address, your primary email address) and include the subject line “End Use”, along with a few details about your reason for ceasing all further use. Additionally, if you are renting one or more Item(s) at the time you wish to terminate, you will need to cancel or conclude your rental – as described in Section 8.e (“Cancelling Your Rental”) and Section 8.f (“Concluding Your Rental”)
- c. **Continuing Usage.** You acknowledge and agree that termination has no impact on our ability to maintain and use the information and content you communicated to ZZ.
- d. **Clauses Surviving Termination.** All terms and conditions in these Terms & Conditions which are reasonably intended to survive termination shall so survive, regardless of which party terminates. This includes, without limitation, the terms and conditions set forth in the following Sections and Paragraphs: Section 1

(“Definitions”); Section 3.c (“Everyone Should Feel Welcome”); Section 3.d (“Malicious Conduct & Content”); Section 3.e (“Respect the Integrity of Our Technology & Operations”); Section 3.f (“ZZ’s Data, Information, IP Materials, Code & Content”); Section 3.i (“Responsibility for Your Account, User Content & Information”); Section 3.j (“Unsavory Conduct”); Section 3.l (“Non-Audit of User Content”); Section 3.m (“Linking & Deep-Linking to ZZ”); Section 3.n (“Report Suspicious or Improper Conduct”); Section 3.o (“Framing & Hidden Technology”); Section 3.p (“Editing & Deleting Your User Content”); Section 3.q (“Your User Content Is Public”); Section 5 (“Our Rights”), except for Section 5.b (“Rejection of Modifications”); Section 6 (“Statement on Privacy”); Section 7.c (“Continuing Usage”); Section 7.d (“Survival”); Section 8.c (“Paying for Your Rental”), except for Paragraph 8.c.iv. (“Automatic Recurring Billing”); Paragraph 8.d.v (“Inability to Deliver Your Rental Item(s)”); Paragraph 8.d.vi (“Measurement of Your Rental Item(s)”); Paragraph 8.d.vii (“Delivery of Rental Item(s) to Remote, Difficult & Dangerous Locations”); Section 8.e (“Cancelling Your Rental”); Section 8.g (“Pickup & Return Of Your Rental Item(s)”); Paragraph 8.h.iii (“Moving without Permission”); Paragraph 8.h.iv. (“Damage While Moving”); Section 8.k (“Prior Use of Your Rental Item(s)”); Section 8.i (“Ownership, Condition & Responsibility as to Rented Items”); Section 8.j (“Power of Attorney”); Section 8.l (“Ongoing Cooperation”); Section 8.m (“Tracking Your Items”); Section 8.n (“Pursuing Legal Recourse”); Section 8.p (“Unique Engagements”); Paragraph 9.d.vi (“Inability to Deliver Your Purchased Item(s)”); Paragraph 9.d.vii (“Measurement of Your Rental Item(s)”); Paragraph 9.d.viii (“Delivery of Rental Item(s) to Remote, Difficult & Dangerous Locations”); Paragraph 9.d.ix (“Risk of Loss & Passage of Title”); Section 9.e. (“Order Cancellations & Returns of Purchased Items”); Section 9.e (“Errors in Processing Your Purchase”); Section 10 (“Use of Your Item(s)”); Section 13 (“Disclaimers, Limitations & Indemnification”); Section 14 (“Choice of Law, Jurisdiction, Mandatory Arbitration & Class Action Waiver”); and Section 15 (“Miscellaneous But Important”). Furthermore, ZZ’s Return & Cancellation Policy and Privacy Policy, which are each hereby incorporated, also survive termination. Each surviving term and condition shall survive until its purpose is fulfilled and/or no longer applicable – or, otherwise, indefinitely. To the extent any of the foregoing Sections, Paragraphs, and/or Policies contain one or more provisions which are not applicable as to this Section 7.d (“Survival”), the parties acknowledge and agree that the inapplicable provision(s) shall simply be severed from interpretation, and that the rest of the provisions shall survive as described in this Section.

## 8. Renting an Item with ZZ.

- a. **Getting Started.** If you've browsed through our collection and found an Item or Items you'd like to rent, choose the commitment ("**Rental Term**") that's right for you. You recognize and agree that your Rental Term is a fixed period of time for which you are obligated to remit payment and take responsibility for your Item(s) unless ZZ expressly authorizes otherwise in writing. Please note that our Rental Terms are priced differently. Each rental is subject to a minimum Rental Term; however, if you don't see a Rental Term that's right for you, please contact us at [support@zzdriggs.com](mailto:support@zzdriggs.com); we're here to listen but do not promise or guarantee customized Rental Terms. ZZ determines its Rental Terms from the date of delivery, and not the date of transaction.
  
  - b. **Minimum Order.** ZZ typically requires a minimum dollar for each order. We reserve the right to unilaterally set a minimum dollar value on all orders (rentals and purchases), as well as to revise it at any time, for any reason, with or without notice or cause, on a per-customer basis. At the time of checkout, we'll let you know if you reached the minimum to place an order – and if not, what the minimum requires. Last, but certainly not least, if you can't reach the minimum for your order but still wish to place an order, feel free to let us know at [support@zzdriggs.com](mailto:support@zzdriggs.com); again, we're here to listen but do not promise or guarantee that we can accommodate your request.
  
  - c. **Paying for Your Rental.** You agree and acknowledge that ZZ reserves the right to require a security deposit for any rental Item and retains the sole and exclusive discretion to determine the amount of that deposit. You agree to pay ZZ all charges associated with the Item(s) being rented by you for the selected Rental Term – including the applicable security deposit (if any). You hereby authorize ZZ to charge your designated payment provider for all amounts indicated at the time of payment, including but not limited to amounts subject to automatic recurring billing, as well as amounts being charged at the time of checkout. You acknowledge and agree that ZZ will charge your first month's payment and any security deposit (if applicable), at the time of checkout.
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- i. **Security Deposit.** As described more completely in Section 8.i, *infra*, ("Ownership, Condition & Responsibility as to Rented Items"), you authorize ZZ to retain part of or all of your security deposit (if applicable) and charge your designated payment provider as reasonably necessary

to repair or replace any Item which is damaged beyond normal wear and tear, destroyed, or lost, or stolen.

- ii. **Payment & Contact Information.** You further acknowledge that it is necessary for you to provide your contact information, financial information, and other personal and sensitive information to effectuate your rental, and you agree that all information you provide in connection with ZZ and our Affiliates will be truthful, accurate, up-to-date, and furnished with full authorization. Additionally, you acknowledge and agree that ZZ may provide your contact information, financial information, and other personal and sensitive information to one or more third parties, in order to effectuate your rental and/or enforce one or more of these Terms and Conditions – including, but not limited to, sharing such information with financial services providers, movers, shipping carriers, repossession service providers, attorneys, debt collectors, and law enforcement agencies. For more information on the collection, storage, and usage of your information, we encourage you to review our [Privacy Policy](#). Please remember: it is your responsibility to provide and maintain your payment and contact information as complete, accurate, and up-to-date; ZZ is not liable or responsible for any fees or charges you incur as a result of your failure to provide or maintain up-to-date information regarding your address, phone number, email address, and/or financial account(s).
- iii. **Errors in Processing Your Rental.** ZZ reserves the right to correct any errors or mistakes that it makes during the course of charging you for your rental, even if it has already requested or received payment; this includes, without limitation, mistakes as to the availability of an Item, as well as overcharges and undercharges on the pricing of a Rental Term or shipping/delivery costs.
- iv. **Automatic Recurring Monthly Billing.** After your initial payment at checkout, ZZ will automatically bill your designated payment provider monthly for the installments on your Rental Term. Your monthly payments (*i.e.* subsequent to the initial payment on the rental) will be charged based on the date of delivery, and not the date on which the initial payment was processed; the first such payment will be charged on the one-month anniversary of the delivery, with monthly charges occurring on the same day of each month thereafter, except that a charge recurring on: (a) the thirty-first (31<sup>st</sup>) will be charged on the final day of

each month containing less than thirty-one (31) days, and (b) the twenty-ninth (29<sup>th</sup>) or thirtieth (30<sup>th</sup>) will be charged on the twenty-eighth (28<sup>th</sup>) day in the month of February.

- v. **Taxes.** You acknowledge and agree that you – and not ZZ – are responsible for any and all applicable local, county, state, federal, or international taxes associated with your purchase or rental from ZZ and/or our Affiliates, including, but not limited to, sales, excise, import, export, use, personal property, value-added, an electronic/e-commerce taxes.
  - vi. **Uniform Rental Terms & Delivery Dates.** You acknowledge and agree that all Items rented under a single order shall be subject to the same initial Rental Term, unless ZZ permits or directs otherwise. You further acknowledge and agree that all Items rented under a single order must be subject to the same delivery date, unless ZZ expressly permits or directs otherwise. You acknowledge and agree that ZZ reserves the right to make changes and exceptions to these requirements, at any time, for any reason, without notice or cause, on a per-customer basis.
  - vii. **Invalid Payment Information.** If your payment information is expired, refused, or invalid at any point, you acknowledge and agree that ZZ may, at its own election, terminate your access to and use of our Services and cancel your rental “for cause” (defined below), either immediately, or at any other time it chooses. You further agree that – upon subsequently receiving valid payment information – ZZ may charge an “Administrative Fee” (\$250.00 U.S.D.) for every fourteen (14) days that your rented Items do not have valid payment information on file following initial notice of the issue from the first of ZZ, one of our Affiliates, and/or one of our third party providers.
- d. **Shipping, Handling, & Delivery of Your Rental Item(s).** For now, ZZ arranges for the shipment and delivery of rental Items to select zip codes (subject to change). You acknowledge and agree that ZZ may, in its own discretion: (i) provide shipping, handling, and/or delivery of your rental Items by itself; and/or (ii) contract with a third party partner for shipping, handling, and/or delivery of your rental Item. You agree that the address and location for shipping/delivery shall be the final address and location of the Item(s) unless ZZ gives prior express written authorization to the contrary.

- i. **Scheduling Your Rental Delivery.** At the time you complete your order, ZZ will ask you to select a date for delivery of your rental Item(s). You must agree to accept delivery of your Item(s) within one month of the date of transaction for rental, unless ZZ permits or directs otherwise. ZZ does not guarantee that we can arrange a delivery on or by your desired date, or within your desired timeframe; likewise, you acknowledge and agree that certain Item(s) may require longer lead times and/or encounter delays – and that ZZ does not guarantee delivery on your selected date. You acknowledge and agree that, as a formality, ZZ may provide you a guaranteed delivery date of six (6) months or longer from the date of transaction; however, ZZ strives to satisfy its customers, and we aim to deliver your rental Item(s) on or around your selected delivery date to the extent reasonably possible.
- ii. **Damaged, Defective & Non-Conforming Rental Orders.** ZZ takes full responsibility for damaged, defective, and non-conforming orders. Please carefully review our [Return & Cancellation Policy](#). ZZ's Return and Cancellation Policy is fully incorporated into these Terms & Conditions, and by accepting these Terms & Conditions, you accept ZZ's Return & Cancellation Policy, in its entirety.
- iii. **Rescheduling & Relocating Your Rental Delivery.** Apart from any failure to deliver or rescheduling by ZZ, you may reschedule and/or change the location of a delivery of an Item up to three (3) days prior to the scheduled delivery date without incurring an Administrative Fee; otherwise, you will incur an Administrative Fee (\$250.00) for each rescheduled and/or relocated delivery. When rescheduling a delivery, you must select a date which falls within two (2) weeks of the date being subjected to rescheduling. When relocating a delivery, you must select a location within one of the zip codes ZZ services for rental. You acknowledge and agree that, if you reschedule and/or relocate the delivery date three or more times, you will pay an Administrative Fee for the third rescheduling and/or relocation and each subsequent rescheduling and/or relocation– regardless of whether you provided three (3) days' notice – and ZZ may opt to cancel your rental and refund all amounts paid, less the first month's rent and any Administrative Fees. You hereby authorize ZZ to charge your designated payment provider for

any costs and Administrative Fees that arise in connection with the attempted and/or actual delivery of your Item(s).

- iv. **Receiving Your Rental Item(s).** You acknowledge and agree that ZZ requires you to either remain available or make a trusted, designated person over the age of eighteen years (18) available to facilitate the receipt of your Item(s) during the scheduled delivery day. You agree that, to the extent you are making a trusted, designated person available to facilitate the receipt of your Items, you will provide us with the full name, phone number, and email address of this person no later than three (3) days prior to your scheduled delivery date. You acknowledge that ZZ requires you or your trusted, designated person to present a valid, government-issued photo identification at the time of pickup - and to permit photographs of the Item(s), the surrounding area, and the government-issued ID - and reserves the right to refuse to deliver an Item without first seeing and photographing a valid, government-issued photo identification and photographing the Items and the locations in and around the Items. You acknowledge and agree that ZZ will require you or your trusted, designated person to carefully inspect the Item(s) and provide a signature to confirm acceptance and verify that they have been delivered as ordered, to specification, and in satisfactory condition. If ZZ attempts a delivery but is unable to deliver the Item(s) on the scheduled date and at the designated location – due to the unresponsiveness, inaccessibility, or unavailability of yourself or an authorized individual – ZZ will charge an “Administrative Fee” (\$250.00 U.S.D.). You hereby authorize ZZ to charge your designated payment provider for any Administrative Fees that arise in connection with the attempted delivery of your Item(s).
- v. **Inability to Deliver Your Rental Item(s).** Please carefully review ZZ’s [Return & Cancellation Policy](#), which addresses this point.
- vi. **Measurement of Your Rental Item(s).** You are solely responsible for making sure that all Items you have rented can reasonably fit and be safely maneuvered through all necessary entrances, exits, and access points, such that they can be practicably delivered to and utilized at the desired location within the specified destination. You hereby acknowledge that ZZ advises you to measure all doorways, entrances/exits, hallways, stairwells, and other spaces through which

your Item(s) may travel and/or be situated. Pursuant to our [Return & Cancellation Policy](#), you recognize and agree that ZZ reserves the right to cancel your Rental Term, retain your first month's payment, and charge your designated payment provider for an Administrative Fee if ZZ and/or its third party provider cannot reasonably fit and safely maneuver your Item(s) through all necessary entrances, exits, and access points, such that they can be practicably delivered to and utilized at the desired location within the specified destination

vii. **Delivery of Rental Item(s) to Remote, Difficult & Dangerous Locations.** Please note that it may be difficult for Items to be shipped or delivered to certain locations. Pursuant to our [Return & Cancellation Policy](#), ZZ reserves the right to cancel your Rental Term, retain your first month's payment, and charge your designated payment provider for an Administrative Fee if ZZ and/or its third party provider cannot reasonably and safely deliver your Item(s) due to the shipping/delivery route or point being a remote, difficult, inaccessible, and/or dangerous location, as reasonably determined by ZZ and/or its third-party provider.

e. **Cancelling Your Rental.** Please carefully review ZZ's [Return & Cancellation Policy](#) for terms and conditions regarding cancellation of your rental prior to its conclusion.

f. **Concluding Your Rental**

i. **Ending or Renewing Your Rental.** As your Rental Term approaches its conclusion, ZZ will send you a reminder prompting you to decide, at least three (3) days before the end of the Rental Term, whether you will end or renew your rental. You acknowledge and agree that ZZ is not obligated to offer you a renewal of your rental subject to the same terms as the previous rental; rather, ZZ reserves the right to modify the terms of any such renewal offer, including without limitation, increasing the price of any Item and limiting the options as to Rental Term length. If you elect to end your rental at least three (3) days before the end of the Rental Term, ZZ will direct you to select a date for your pickup. ZZ reserves the right not to offer a renewal of your rental, even on a month-to-month basis, as described below; in that event, ZZ will simply notify you that your Rental Term is coming to an end, you will be directed to select a date for your pickup.

- ii. **Month-to-Month Rental.** If you do not take action to end or renew your rental at least three (3) days before the end of a Rental Term, your rental of the Item(s) will continue, subject to these Terms & Conditions or the most recent applicable version thereof, for a one (1) month Rental Term – and will proceed to continue month-to-month until either ZZ cancels the rental or you provide at least three (3) days’ notice of your intention to end the rental or renew it for a term longer than one (1) month. If your Item(s) become subject to a one (1) month Rental Term, you acknowledge and agree that ZZ will charge your designated payment provider based upon the most recent one-month Rental Term price ZZ listed on its website for said Item(s) – even if that amount is more than you were previously paying per month on the initial Rental Term. If your Item(s) were subject to a security deposit prior to renewal, ZZ will retain that security deposit as the Item(s) renew on a month-to-month.
  
- g. **Pickup & Return of Your Rental Item(s).** At the end of your rental, whether by cancellation or completion, you will be directed to select a date for the pickup of your Item(s). You acknowledge and agree that you must schedule your pickup to occur no later than fourteen (14) days after the end of your Rental Term. You acknowledge and agree that ZZ requires you to make yourself or a trusted, designated person over the age of eighteen (18) available to facilitate the pickup of your Item(s) on the scheduled day. You agree that, to the extent you are making a trusted, designated person available to facilitate the pickup, you will provide us with the full name, phone number, and email address of this person no later than three (3) days prior to your pickup. You acknowledge that ZZ requires you or your trusted, designated person to present a valid, government-issued photo identification at the time of pickup - and to permit photographs of the Item(s) the surrounding area, and the government-issued ID - and reserves the right to refuse to pick up an Item without first seeing and photographing a valid, government-issued photo identification and photographing the Items and the locations in and around the Items. You acknowledge and agree that you will not leave any Item unattended for pickup. If ZZ attempts a pickup, but is unable to pick up the Item(s) – due to the unresponsiveness, inaccessibility, uncooperativeness or unavailability of you or your designated individual, or due to the inaccessibility or unavailability of one or more Item(s) – ZZ will charge you an “Administrative Fee” (\$250.00 U.S.D.). You hereby authorize ZZ to charge your designated payment provider for any Administrative Fees that arise in connection with the attempted and/or actual pickup of your Item(s). While ZZ and/or our Affiliates will try to arrive for pickup in a timely fashion, you acknowledge and agree that ZZ does not

guarantee pickup during any particular date or window of time and holds no liability for failing to meet the agreed-upon pickup date or window.

- i. **Rescheduling Pickup of Your Rental Item(s).** Apart from any failure to pick up or rescheduling by ZZ, you may reschedule a pickup up to three (3) days prior to the scheduled pickup date without incurring an Administrative Fee; otherwise, you will incur an Administrative Fee (\$250.00) for each rescheduled delivery. When rescheduling a pickup, you must select a date which falls within two (2) weeks of the date being subjected to rescheduling. You acknowledge and agree that, if you reschedule the pickup date three or more times, you will pay an Administrative Fee for the third rescheduling and each subsequent rescheduling – regardless of whether you provided three (3) days’ notice. You hereby authorize ZZ to charge your designated payment provider for any Administrative Fees that arise in connection with the attempted and/or actual pickup of your Item(s), as well as any other fees or penalties provided for in a separate agreement which relate to the delivery of your Item(s).
  
- ii. **Inability to Pick Up Your Rental Item(s).** You acknowledge and agree that ZZ reserves the right to charge your designated payment provider for the full retail value of any Item you rent from ZZ (based upon the most recent retail price listed on ZZ’s website as of the point of charge), plus any Administrative Fees – to the extent not covered by a security deposit, if applicable, which ZZ will retain to cover such amounts – upon the soonest of: (a) three (3) total combined instances (singular or combined) of rescheduled pickup appointments and/or unsuccessful pickup attempts which result from scheduling, accessibility, responsiveness, and/or availability issues relating to you and/or one of your trusted, designated persons (by way of example, two rescheduled appointments and 1 unsuccessful pickup attempt would constitute three (3) total combined instances); (b) your failure to reschedule pickup for a date which falls within two (2) weeks of the date being subjected to rescheduling; and (c) your unresponsiveness to at least four (4) separate attempts by a ZZ representative or one of our third party providers to schedule a pickup of one or more Items.

- iii. **Repossession.** ZZ acknowledges that it may not breach the peace in order to repossess an Item. You hereby acknowledge and agree that ZZ reserves the right to enter the premises of any location where you keep our rented Item(s) and take immediate possession of any rental Item(s) – without prior notice or formal legal or judicial process – if, in its sole discretion, ZZ determines that you have defaulted or are imminently likely to default on obligations arising out of and/or relating to this Agreement and/or the subject rental Item(s); and (b) you present a substantial risk of failing to return the subject Item(s) and failing to remit full, retail payment for said Item(s) in a timely manner. You acknowledge and agree you will be obligated to reimburse ZZ for all expenses arising out of and/or relating to the repossession of a rented Item; this includes, without limitation, attorney fees and costs, repossession services fees and costs, and expenses relating to any damage, loss, and/or destruction to your Item during the course of repossession. You therefore acknowledge and agree that ZZ may charge your designated payment provider for all fees/costs arising out of and/or relating to repossession.
  
- iv. **Pursuit of Legal Recourse.** You understand and accept that ZZ may pursue any and all available legal avenues in attempting to recover its rental Item(s) from you; this includes, without limitation, contacting financial institutions, attorneys, debt collectors, repossession service providers, and even law enforcement in order to recover the Item(s) and/or fair monetary reimbursement for those Items, plus any fees and costs resulting from such recovery efforts, as well as any applicable penalties. To the extent that ZZ is unable to charge your designated payment provider for the full retail value of one or more Item(s) that you have failed to return, you recognize that ZZ may consider this to be theft by conversion and may seek to file criminal charges.
  
- h. **On the Move.** You are not permitted to move, transport or allow the moving and/or transportation of one or more Items beyond the address and location of delivery (i.e. same floor, unit, and building) without ZZ’s prior express written consent. If you wish to change the address and/or location of one or more rented Item(s), you agree to seek ZZ’s permission via email at [support@zzdriggs.com](mailto:support@zzdriggs.com) - specifying the new address/location and the requested date of the move – at least thirty (30) days prior to the requested move date.

- i. **Permission to Move.** You acknowledge and agree that, if ZZ grants you permission to move your Item(s) to a different location, you will comply with ZZ's instructions regarding the transportation of such Items and any assembly or disassembly required. In particular, but without limitation, you agree that if you wish to move your Item(s), you will: (a) use bonded and insured professional service providers to facilitate the packing, transport, and assembly/disassembly of your Item(s); (b) obtain ZZ's prior express written consent to use any such service provider before allowing said provider to handle your Item(s); (c) ensure that the service provider you have selected has named ZZ as an additional insured with respect to the Item(s) being moved and provided a certificate of insurance prior to the move. You agree that you will bear all costs and fees relating to any move permitted by ZZ, including without limitation the cost of any service providers designated by ZZ and any related fees or penalties.
  
- ii. **Moving & ZZ's Service Area.** If you are moving to a location outside of a zip code which is serviced by ZZ at the time of your move, you acknowledge and agree that ZZ reserves the right to terminate your rental(s) "for cause" and demand a return of all rented Items prior to any such change.
  
- iii. **Moving without Permission.** You further acknowledge and agree that, if one or more Items you are renting leaves its address and location of delivery without receiving ZZ's prior express written permission, ZZ is permitted to charge your designated payment provider for the full retail value of the Item(s) being moved (based upon the retail price for the Item listed on ZZ's website).
  
- iv. **Damage While Moving.** Even if ZZ gives you permission to move your Item(s), please remember that you have acknowledged and agreed that you are 100% responsible for any and all damage, loss, or destruction which occurs to your rented Items(s) during the term of your rental – and this includes, without limitation, any damage that occurs while moving an Item, even if you have no personal responsibility and a service provider approved by ZZ is wholly at fault of the issue.

i. **Ownership, Condition & Responsibility as to Rented Item(s).**

- i. **Ownership of All Rental Item(s).** You acknowledge and agree that ZZ, our Affiliates, and/or a third party with which ZZ holds a separate agreement retain(s) full ownership of any and all Items you rent in connection with these Terms & Conditions. You acknowledge and agree that you are not the owner of any Item(s) you rent. Therefore, you agree that you will only use the Item(s) you rent in a careful and proper manner for purposes that are contemplated as ordinary use for such Items.
  
- ii. **Responsibility for Your Rental Item(s).** You and you alone are responsible for taking care of the Item(s) you rent from ZZ. You acknowledge and agree that, under all circumstances, the risk of loss, damage, theft, abandonment, and destruction for a rental Item: (a) passes to you when you or your trusted, designated person signs for the Item(s) upon receipt from ZZ; and (b) passes back to ZZ upon receipt of the Item(s) by ZZ or our designated third party for final receipt of said Item(s). When your rental has ended, we expect to timely receive each Item you rented in the same condition as it was delivered to you, excepting normal wear and tear. Even if damage, destruction, abandonment, theft and/or loss during the course of rental was not personally your fault, you are still fully and personally responsible for reimbursing ZZ for such damage, destruction, abandonment, theft, and/or loss to your rental Item(s) - pursuant to these Terms & Conditions - as though you personally caused the damage, destruction, abandonment, theft, and/or loss. You recognize that ZZ strongly recommends that you name us as an additional insured with respect to any renter's insurance, homeowner's insurance, or other insurance you possess or come to acquire which covers damage, destruction, abandonment, theft, and/or loss to the property located in your dwelling (e.g. fire, flood). You further agree that, in the event you name ZZ as an additional insured with respect to any of your rental Items, you will notify [legal@zzdriggs.com](mailto:legal@zzdriggs.com) with information regarding you insurance provider, policy number, and coverage limits.
  
- iii. **Evaluating the Condition of Your Rental Item(s).** ZZ holds sole discretion in evaluating and determining the condition of the rented Item(s) you return - regardless of whether your return is the result of cancellation or completion of the rental. If you timely return your rented Item(s) in the same condition as originally received, excepting normal wear and tear, ZZ will refund the security deposit you remitted (if any),

within thirty (30) days of the date ZZ receives the Item(s). If you have a security deposit with ZZ, and ZZ determines that a rented Item is damaged beyond normal wear and tear, destroyed, lost, or stolen, the cost of repair – or replacement at retail value (based upon the full retail price most recently listed on ZZ's website at the time the determination is made), if deemed necessary by ZZ – shall be deducted from your security deposit, with any remaining amounts thereafter refunded. You acknowledge and agree that, if you do not have a security deposit with ZZ, or if ZZ determines that the cost of repair or replacement exceeds the security deposit, you authorize ZZ to charge your designated payment provider for any costs remaining as to the affected Item(s). You agree that you shall not attempt to service, repair, or replace any Item without ZZ's prior express written consent; ZZ holds sole discretion as to how to handle Item(s) which are lost, damaged, and/or destroyed.

- iv. **Infestations, Contaminations & Hazards.** You understand and agree that ZZ will consider any infestations (e.g., lice, fleas, bed bugs, rodents, insects, parasites), contaminations (e.g. severe airborne illness or pathogens), and/or hazardous exposures (mold, asbestos, human blood or waste) to be damage, and possibly destruction, to your Item(s) - and may accordingly charge your designated payment provider for said damage/destruction, up to and including the cost of replacement for your Item(s) at retail value (based upon the full retail price most recently listed on ZZ's website at the time the determination is made). Furthermore, you acknowledge and agree that you shall be responsible for damage/destruction to any Item which was not rented by you, but which becomes damaged or destroyed as a result of proximity to an Item you rented which became subject to contamination, infestation, or hazard; for example, if you return an Item with lice - and the lice infest other Items transported in the same vehicle as your return, you are responsible for the damage to those other Items. As with all damage and destruction, you acknowledge and agree that ZZ holds sole discretion in evaluating and determining the condition of the rented Item(s) you return, and any other customers' Items returned therewith.
- v. **Notify Us Immediately.** You agree to notify us immediately if anything happens - or you are concerned that something has happened or may happen - to cause damage (including but not limited to infestation or hazard), destruction, loss, theft, or abandonment of one or more of the

Item(s) you have rented from ZZ. Likewise, you agree to notify us if you believe your Item(s) may have been lost, destroyed, damaged, abandoned or stolen in transit from your location. While ZZ does not promise anything, we may take steps to help you minimize accidental damage to your rented Item(s); your best chance of minimizing the charges you will face for damage, destruction, theft, abandonment, or loss is to notify us immediately and in detail of your situation at [support@zzdrggs.com](mailto:support@zzdrggs.com).

- j. **Power of Attorney.** You acknowledge and agree that ZZ may endorse your name on insurance drafts and other documents necessary to effectuate insurance, liability protection and/or payment for a lost, damaged, or destroyed Item.
- k. **Prior Use of Your Rental Item(s).** You acknowledge and agree that any Item you rent may not be new, may have been used by other people, and, except as expressly stated by ZZ with respect to defective, damaged, or non-conforming orders in Paragraph 8.d.ii, is being provided strictly on an “AS IS” basis. You may not exchange your rented Item for a new, unused, or lesser used rented Item. That said, if you’re unhappy, we encourage you to contact us and let us know how we can help.
- l. **Ongoing Cooperation.** You acknowledge and agree that you will at all times remain cooperative and responsive in communicating with ZZ regarding your rented Item(s), including, without limitation, remaining responsive and communicative with respect to payments, shipments, deliveries, cancellations, pickups and returns in connection with your rented Items.
- m. **Tracking Your Items.** You acknowledge and agree that ZZ reserves the right to embed tracking technology into any and all Items you rent, and that ZZ may utilize this technology to pinpoint the location of your rented Item(s) at any time, for any purpose, without notice or cause.
- n. **Pursuing Legal Recourse.** You understand and accept that ZZ may pursue any and all available legal avenues in attempting to recover its rental Item(s) from you; this includes, without limitation, contacting financial institutions, attorneys, debt collectors, repossession service providers, and even law enforcement in order to recover the Item(s) and/or fair monetary reimbursement for those Items, plus any fees and costs resulting from such recovery efforts, as well as any applicable penalties. To the extent that ZZ is unable to charge your designated

payment provider for the full retail value of one or more Item(s) that you have failed to return, you recognize that ZZ may consider this to be theft by conversion and may seek to file criminal charges.

- o. **Purchasing an Item You've Rented.** ZZ is not a rent-to-own business; we do not offer rent-to-own or early purchase options, and not every rented Item becomes available for sale. That said, ZZ does sell pre-owned furniture, and we may consider selling the Item(s) you rented – to you or to a third-party – when your rental has ended. (You may not terminate a rental because you are interested in purchasing the rented Item or a similar Item.) If we do sell you an Item that you have previously rented, the purchase price will in no fashion be tied to the amount you paid in connection with a Rental Term for that Item; your rental payments shall not act as a credit, installment or security payment towards the purchase of an Item you've rented. You acknowledge and agree that ZZ holds sole discretion in deciding whether we're willing to part with one or more of our rented Item(s) on a permanent basis, as well as in setting the price of any rented Item we choose to make available for sale. If you're interested in purchasing one or more rented Item(s), drop us a line at [support@zzdriggs.com](mailto:support@zzdriggs.com); we'll let you know whether it may be available when your rental ends – and if so, how much it costs. Any purchase of an Item you have rented will be handled like all other purchase under Section 9, *infra*.
- p. **Unique Engagements.** With respect to Items offered for rent, ZZ reserves the right and holds sole discretion to establish customized Rental Terms (including, but not limited to, single-day rentals), rates, payment arrangements, fees, penalty clauses, and other terms and conditions on an *ad hoc* basis. Any unique arrangement we reach with a customer shall in no way be intended to act as a global modification or waiver of these Terms & Conditions, nor shall the terms of any such arrangement be construed to supersede any of the terms or conditions herein stated, unless expressly stated in a writing signed by ZZ's authorized representative.

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## 9. Purchasing an Item from ZZ.

- a. **Paying for Your Purchase.** You agree to pay ZZ all charges associated with the Item(s) being purchased by you and authorize ZZ to fully and immediately charge your designated payment provider for all amounts indicated at the time of payment, including, without limitation, all shipping, handling, and delivery charges (exclusive of any fees or penalties). You acknowledge that it is necessary for you to provide your contact information, financial information, and other personal and sensitive information to effectuate your purchase, and you agree that all information you provide in connection ZZ and our Affiliates will be

- truthful, accurate, up-to-date, and furnished with full authorization. Furthermore, you acknowledge and agree that ZZ may provide your personal, financial, and contact information to one or more third parties in order to effectuate your purchase – including, but not limited to, financial services providers and shipping/delivery carriers.
- b. **Taxes.** You acknowledge and agree that you – and not ZZ – are responsible for any and all applicable local, county, state, federal, and/or international taxes associated with your purchase of an Item from ZZ and/or our Affiliates, including, but not limited to, sales, excise, import, export, use, personal property, value-added, an electronic/e-commerce taxes.
- c. **Shipping, Handling, & Delivery of Your Purchased Item(s).** For now, ZZ arranges for the shipment, handling and delivery of purchased Items throughout the continental United States. You acknowledge and agree that ZZ may, in its own discretion: (i) provide shipping, handling, and/or delivery of your purchased Item(s) by itself; and/or (ii) contract with a third party partner for shipping, handling, and/or delivery of one or more of your purchased Item(s).
- i. **Purchase Shipping, Handling, & Delivery Costs.** Your purchase order will typically include shipping, handling, and delivery costs and expenses for each Item. You agree to pay these costs and expenses, as specified (exclusive of penalties and delays) at the time of check-out.
  - ii. **Scheduling Delivery for Purchases.** After you complete your purchase, either ZZ or a third-party provider will contact you to arrange for the shipment and delivery of your Items. ZZ does not guarantee that we can arrange a delivery on or by your desired date, or within your desired timeframe; likewise, you acknowledge and agree that certain Item(s) may require longer lead times and/or encounter delays – and that ZZ does not guarantee delivery on your selected date. ZZ will provide you with an estimated delivery date and the latest date by which delivery will be made. You acknowledge that some Items (*e.g.* custom-made, made to order, imported, hand-crafted, limited release, vintage) may require lead times of six (6) weeks or longer; for those Items which have a longer lead time and are designated as final sale, you agree to proceed with those lead times, regardless of how many weeks or months.
  - iii. **Damaged, Defective & Non-Conforming Purchase Orders.** ZZ takes full responsibility for damaged, defective, and non-conforming orders.

Please carefully review our [Return & Cancellation Policy](#). ZZ's Return and Cancellation Policy is fully incorporated into these Terms & Conditions, and by accepting these Terms & Conditions, you accept ZZ's Return & Cancellation Policy, in its entirety.

- iv. **Rescheduling & Relocating Delivery of Your Purchased Item(s).** You acknowledge and agree that the terms and conditions specified in Paragraph 8.d.iii ("Rescheduling & Relocating Your Rental Delivery") are hereby incorporated by reference, and pertain with equal force and effect as to rescheduling and/or relocating the delivery of one or more purchased Items.
- v. **Receiving Your Purchased Item(s).** You acknowledge and agree that the terms and conditions specified in Paragraph 8.d.iv ("Receiving Your Rental Items") are hereby incorporated by reference, and pertain with equal force and effect as to receiving the delivery of one or more purchased Items.
- vi. **Inability to Deliver Your Purchased Item(s).** Please carefully review ZZ's [Return & Cancellation Policy](#), which addresses this point.
- vii. **Measurement of Your Purchased Item(s).** You are solely responsible for making sure that all Items you have rented can reasonably fit and be safely maneuvered through all necessary entrances, exits, and access points, such that they can be practicably delivered to and utilized at desired location within the specified destination. You hereby acknowledge that ZZ advises you to measure all doorways, entrances/exits, hallways, stairwells, and other spaces through which your Item(s) may travel and/or be situated. Pursuant to our [Return & Cancellation Policy](#), you recognize and agree that ZZ reserves the right to cancel your purchase, retain a 10% Restocking Fee, retain all shipping and delivery costs, and charge your designated payment provider for all pickup and return costs if ZZ and/its third party provider cannot reasonably fit and safely maneuver your Item(s) through all necessary entrances, exits, and access points, such that they can be practicably delivered to and utilized at the desired location within the specified destination

- viii. **Delivery of Purchased Items to Remote, Difficult & Dangerous Location(s).** Please note that it may be difficult for Items to be shipped or delivered to certain locations. As stated more completely in our [Return & Cancellation Policy](#), ZZ reserves the right to cancel your purchase, retain a 10% Restocking Fee, retain all shipping and delivery costs, and charge your designated payment provider for all pickup and return costs if ZZ and/or its third party provider cannot reasonably and safely deliver your Item(s) due to the shipping/delivery route or point being a remote, difficult, inaccessible, and/or dangerous location, as reasonably determined by ZZ and/or its third-party provider.
  - ix. **Risk of Loss & Passage of Title.** The risk of loss, damage, and destruction for any and all purchased Items passes to you upon acceptance of the goods at the time of delivery. Likewise, if you are purchasing one or more Item(s), you acknowledge and agree that the rights, title, and interest for the purchased Item(s) passes to you upon acceptance of the goods at the time of delivery.
- d. **Order Cancellations & Returns of Purchased Items.** ZZ permits order cancellations and returns/refunds for certain purchased Items under limited circumstances. Please carefully review ZZ's [Return & Cancellation Policy](#) for terms and conditions governing order cancellations and returns as to purchases.
- e. **Errors in Processing Your Purchase.** ZZ reserves the right to correct any errors or mistakes that it makes during the course of charging you for your purchase, even if it has already requested or received payment; this includes, without limitation, mistakes as to the availability of an Item, as well as overcharges and undercharges on the pricing of an Item or shipping/delivery costs.
10. **Use of Your Item(s).** Regardless of whether you rent or buy, you hereby agree that, at all times, you will only use your rental and/or purchase Items as a reasonable person – lawfully, for their normal/intended function, and within the bounds of common sense. Likewise, you hereby agree that you will exercise due care at all times in receiving, keeping, caring for, preserving, moving, and returning all rented Items; you will exercise common sense with your rental Items treat your rental Items as a reasonable person would treat her or his own furniture. You agree that you will not resell, offer for rent, or offer for sub-rent any Items rented or purchased, unless ZZ has given you our express prior written consent to do so.

11. **Design & Décor Services.** ZZ offers interior design, design consulting, concierge, and décor services for individual residences and professional settings alike. ZZ sets the pricing for our design engagements on a case-by-case basis, and we reserve the right to refuse business with respect to our design services. Please contact us at [support@zzdriggs.com](mailto:support@zzdriggs.com) to chat with ZZ about our design and décor services.

12. **Promotions & Discounts.** ZZ may offer promotions (including, but not limited to, coupons, credits, discounts, promo codes, raffles, contests, sweepstakes, and giveaways in connection with its Services). You acknowledge and agree that ZZ reserves the right to set conditions and limitations on participation with respect to such promotions, beyond these Terms & Conditions, and that such conditions and limitations will govern in the event of any conflict with these Terms & Conditions. You agree to carefully review and, at all times, fully abide by any conditions and limitations relating to a promotion in which you wish to participate. ZZ reserves the right to modify or discontinue the conditions, limitations, and/or validity of any promotion at any time, for any reason, without prior notice, in its sole discretion, to the fullest extent permitted by law. You acknowledge and agree that, to the fullest extent of the law, ZZ reserves the right to refuse to honor any person's participation in, or redemption of a promotion, including if ZZ believes said person has violated or will imminently violate applicable conditions or limitations.

### 13. Disclaimers, Limitations & Indemnification

- a. **Statutory Violations.** You acknowledge that the disclaimers and limitations specified in this Section 13 cannot and shall not be construed to preclude you from exercising your legal rights to seek relief pursuant to an otherwise applicable consumer protection statute.
- b. **New Jersey Consumers.** If you are a consumer who resides in the State of New Jersey, many of these disclaimers and limitations do not apply to you and have no impact on your rights or remedies. In particular, the following provisions are inapplicable to New Jersey consumers, insofar as they are unenforceable under state law: (a) disclaimers and limitations of liability and damages with respect to any statutory, special, exemplary and/or punitive damages, indirect, incidental, consequential, and/or reliance damages, lost profits, loss of data, or misuse of data; (b) requirements that you indemnify ZZ for any claim, suit, damages, costs, lawsuits, fines, penalties, liabilities, and expenses caused by ZZ's sole negligence.
- c. **Warranties Accompanying Your Items.** Insofar as a manufacturer and/or supplier of an Item offers a warranty as to said Item, these Terms & Conditions are not intended to void, invalidate, or otherwise diminish the effect of that

warranty except insofar as the warranty renders ZZ liable with respect to the Item. You acknowledge and agree that all matters relating to any manufacturer or supplier warranty run strictly between you and the manufacturer/supplier or its designee; neither ZZ nor its Affiliates holds no liability or responsibility with respect to any disputes, controversies, and/or claims involving any third-party warranty issues or related matters.

**d. DISCLAIMERS. You acknowledge and fully agree to the following:**

- i. EXCEPT AS EXPRESSLY STATED BY ZZ WITH RESPECT TO DEFECTIVE, DAMAGED, OR NON-CONFORMING ORDERS IN PARAGRAPHS 8.c.iii and 9.c.iii, ZZ AND ITS AFFILIATES PROVIDE ALL SERVICES – AND ALL PRODUCTS (INCLUDING “ITEMS”), SERVICES, INFORMATION, MATERIALS, DATA AND CONTENT THERE THROUGH AVAILABLE – ON AN “AS IS,” “WITH ALL FAULTS”, AND “AS AVAILABLE” BASIS TO THE EXTENT ALLOWED BY LAW. TO THE EXTENT ALLOWED BY LAW, AND EXCEPT WITH RESPECT TO THE IMPLIED WARRANTY OF MERCHANTABILITY, ZZ AND ITS AFFILIATES DISCLAIM ALL IMPLIED WARRANTIES THAT MAY ARISE IN CONNECTION WITH OUR SERVICES – AND ALL PRODUCTS, INFORMATION, MATERIALS, DATA AND CONTENT THERE THROUGH AVAILABLE – INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND INFRINGEMENT, AS WELL AS ANY OTHER IMPLIED WARRANTY THAT MAY ARISE FROM THE COURSE OF DEALING, USAGE, PERFORMANCE OR TRADE.
- ii. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL COMPLY WITH ALL OBLIGATIONS IN CONNECTION WITH THE RENTAL AND/OR PURCHASE OF AN ITEM, REGARDLESS OF ANY PROBLEMS WITH SAID ITEM OR ITS CONDITION, OR ANY OTHER INTERVENING AND/OR EXTENUATING CIRCUMSTANCES.
- iii. YOU ACKNOWLEDGE AND AGREE THAT ANY ITEM OFFERED FOR RENT, AS WELL AS ANY ITEM OFFERED FOR SALE AS PRE-OWNED AND/OR VINTAGE, CARRIES AN INHERENT RISK – THAT PRIOR USAGE LEFT THE ITEM DAMAGED, WORN, VULNERABLE, EXPOSED TO A LATENT DEFECT, OR OTHERWISE RENDERED UNFIT FOR USAGE. WHILE ZZ MAKES A GOOD-FAITH EFFORT TO ENSURE THAT IT ONLY RENTS OR SELLS PREVIOUSLY USED ITEMS WHICH APPEAR TO BE IN REASONABLE CONDITION, YOU ACKNOWLEDGE AND AGREE THAT ZZ

DOES NOT PROMISE THAT A TRAINED EXPERT OR CERTIFIED PROFESSIONAL WILL DETERMINE WHETHER A USED ITEM IS FIT FOR RENTAL/SALE; YOU FURTHER AGREE THAT ZZ MAKES NO GUARANTEES ON THE CONDITION OF USED ITEMS. YOU THEREFORE AGREE THAT, TO THE EXTENT LEGALLY PERMISSIBLE, YOU ASSUME ALL RISKS RELATING TO THE RENTAL/PURCHASE AND USAGE OF A USED ITEM – EXCEPTING RISKS RELATING TO PERSONAL INJURY RESULTING FROM YOUR ITEM(S) – INCLUDING BUT NOT LIMITED TO RISK OF DESTRUCTION OF PROPERTY. YOU FURTHER ACKNOWLEDGE AND ACCEPT THAT ITEMS WHICH ZZ RENTS AND/OR SELLS AS VINTAGE, ANTIQUE, CRAFTSMAN, HANDMADE, AND/OR PRE-OWNED MAY CONTAIN ASYMMETRIES, MARKS, STAINS, DISCOLORATIONS, CRACKS, SCRATCHES, REPAIRS, WORN EDGES, WORN CORNERS, WORN FABRIC, HOLES, STAINS, RUST, TARNISH, CHIPPED PAINT, AND OTHER INDICIA OF AGING, USAGE, AND/OR WEAR AND TEAR; ZZ MAKES NO WARRANTY OR PROMISE THAT ANY SUCH ITEMS WILL BE FREE OF ASYMMETRIES, MARKS, STAINS, DISCOLORATIONS, CRACKS, SCRATCHES, REPAIRS, WORN EDGES, WORN CORNERS, WORN FABRIC, HOLES, STAINS, RUST, TARNISH, CHIPPED PAINT, AND OTHER INDICIA OF AGING, USAGE, AND/OR WEAR AND TEAR – AND YOU ACKNOWLEDGE THAT SUCH CHARACTERISTICS ARE OFTEN FEATURES OF VINTAGE AND/OR PRE-OWNED ITEMS WHICH LEND THEMSELVES TO A DESIRABLE AND DISTINCTIVE CHARACTER AND APPEARANCE. TO THE EXTENT ALLOWED BY LAW, ZZ AND ITS AFFILIATES DISCLAIM ALL LIABILITY AND RESPONSIBILITY IN CONNECTION WITH ANY DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF AND/OR RELATING TO THE CONDITION OF A RENTED AND/OR PRE-OWNED ITEM, EXCEPT AS TO DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF A PERSONAL INJURY RESULTING FROM YOUR ITEM(S).

- iv. ZZ AND ITS AFFILIATES RESERVE THE RIGHTS TO FULLY ASSIGN AND DELEGATE THEIR RIGHTS AND OBLIGATIONS IN CONNECTION WITH THESE TERMS & CONDITIONS AND ANY SERVICES HEREUNDER, INCLUDING, WITHOUT LIMITATION, ASSIGNING RIGHTS AND OBLIGATIONS IN CONNECTION WITH AGREEMENTS TO RENT ITEM(S). IF ZZ AND/OR ITS AFFILIATES ASSIGN RIGHTS IN CONNECTION WITH THESE TERMS & CONDITIONS (INCLUDING, WITHOUT LIMITATION, RIGHTS RELATING TO YOUR RENTAL OF AN ITEM), YOU WILL NOT BE ENTITLED TO ASSERT ANY CLAIMS, DEFENSES, SETOFFS, OR

COUNTERCLAIMS AGAINST ZZ'S ASSIGNEE THAT SHALL NOT BE ASSERTED AGAINST ZZ.

- v. ZZ & ITS AFFILIATES DISCLAIM ANY DUTIES, RESPONSIBILITIES, LIABILITIES, AND OBLIGATIONS IN CONNECTION WITH ANY "FORWARD-LOOKING STATEMENT" WE MAKE.
- vi. NEITHER ZZ NOR ITS AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIRD-PARTY INTELLECTUAL PROPERTY AND/OR RELATED RIGHTS AS THEY ARISE IN CONNECTION WITH OUR SERVICES.
- vii. NEITHER ZZ NOR ITS AFFILIATES IN ANY MANNER WARRANTS THAT: OUR PRODUCTS AND/OR SERVICES (INCLUDING, WITHOUT LIMITATION, OUR ITEMS AND RENTAL TERMS FOR OUR ITEMS) FUNCTION OR WILL FUNCTION IN AN UNINTERRUPTED AND/OR ERROR-FREE MANNER; INFORMATION, MATERIALS, CONTENT, AND/OR DATA AVAILABLE THROUGH OUR DIGITAL SERVICES WILL BE AVAILABLE AND/OR PRESERVED; MALFUNCTIONS OR DEFECTS WITH OUR PRODUCTS (INCLUDING, WITHOUT LIMITATION, OUR ITEMS) AND SERVICES HAVE BEEN OR WILL BE CORRECTED; OUR DIGITAL SERVICES ARE AND WILL BE SECURE; OR OUR DIGITAL SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE AND WILL CONTINUE TO BE FREE OF VIRUSES OR OTHER HARMFUL AND/OR DESTRUCTIVE COMPONENTS. NEITHER ZZ NOR ITS AFFILIATES WARRANTS THAT ANY MESSAGE, EMAIL, OR ATTACHMENT WE SEND - OR ANYTHING ELSE WE MAKE AVAILABLE FOR DOWNLOAD OR ACCESS - IS FREE OF VIRUSES OR OTHER HARMFUL OR DESTRUCTIVE COMPONENTS.
- viii. NEITHER ZZ NOR ITS AFFILIATES MAKES ANY PROMISES OR WARRANTIES REGARDING THE ACTS AND OMISSIONS OF ANY THIRD PARTY. THIS INCLUDES, WITHOUT LIMITATION, THE ACTS AND OMISSIONS OF ANY CARRIER FOR SHIPPING/DELIVERY AND/OR ITS PERSONNEL, AS WELL AS THE ACTS AND OMISSIONS OF ANY FINANCIAL SERVICES PROVIDERS WE USE TO FACILITATE OUR TRANSACTIONS.

- ix. NEITHER ZZ NOR ITS AFFILIATES WARRANTS OR MAKES ANY REPRESENTATIONS REGARDING THE QUALITY, USE, OR EFFICACY OF OUR SERVICES – OR ANY ITEMS, INFORMATION, MATERIALS, DATA, AND CONTENT THERE THROUGH AVAILABLE. NEITHER ZZ NOR ITS AFFILIATES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE ITEMS, INFORMATION, DATA, MATERIALS, AND CONTENT AVAILABLE THROUGH OUR SERVICES WILL BE ACCURATE, PRECISE, COMPLETE, RELIABLE, UP-TO-DATE, AND/OR FREE OF INAPPROPRIATE CONTENT.
- x. INsofar AS ZZ PROVIDES ANY WEIGHTS, DIMENSIONS, MEASUREMENTS, COLORS, OR ANY OTHER DESCRIPTIONS AS TO ITEMS, THOSE ARE MERE APPROXIMATIONS FOR YOUR CONVENIENCE, WITH NO GUARANTEE AS TO ACCURACY, PRECISION, FREEDOM FROM ERROR, OR MANNER OF APPEARANCE ON YOUR SCREEN.
- xi. ZZ AND ITS AFFILIATES HANDLE PRIVATE, FINANCIAL, AND OTHERWISE SENSITIVE INFORMATION WITH REASONABLE SECURITY AND CARE; HOWEVER, WE CANNOT AND DO NOT GUARANTEE THAT ANY TRANSACTION OR TRANSFER OR STORAGE OF INFORMATION IS 100% SECURE. ZZ AND ITS AFFILIATES DISCLAIM ALL LIABILITY IN CONNECTION WITH ANY UNDESIREd AND/OR HARMFUL DISCLOSURE AND/OR USAGE OF YOUR INFORMATION – PERSONALLY-IDENTIFYING INFORMATION, FINANCIALLY-SENSITIVE INFORMATION, OR OTHERWISE.
- xii. IT IS ENTIRELY YOUR RESPONSIBILITY TO ASSESS THE ACCURACY, RELIABILITY, UP-TO-DATENESS, VIABILITY AND APPROPRIATENESS OF OUR SERVICES – AND ANY ITEMS, DATA, INFORMATION, MATERIALS, AND CONTENT THERE THROUGH AVAILABLE – ESPECIALLY AS THEY RELATE TO YOUR SPECIFIC NEEDS. YOU ASSUME THE ENTIRE COST OF ALL SERVICES, REPAIRS, CORRECTIONS, REPLACEMENTS, DEBTS, LIABILITIES, OR OTHER EXPENSES THAT MAY ARISE FROM AN ATTEMPT TO USE OR THE ACTUAL USE OF OUR SERVICES AND/OR ANY ITEMS, INFORMATION, DATA, MATERIALS, AND/OR CONTENT THERE THROUGH AVAILABLE.
- xiii. YOU ACKNOWLEDGE THAT ZZ’S MANUFACTURERS, SUPPLIERS CARRIERS, AND OTHER THIRD PARTIES PROVIDERS MAY IMPOSE THEIR OWN DISCLAIMERS, WAIVERS, AND/OR LIMITATIONS. YOU

THEREFORE AGREE THAT THE DISCLAIMERS, WAIVERS, AND LIMITATIONS APPEARING IN THESE TERMS & CONDITIONS WILL ONLY SERVE TO SUPPLEMENT- AND IN NO MANNER DIMINISH, ELIMINATE, OR SUPPLANT - THE FORCE AND EFFECT OF DISCLAIMERS, WAIVERS, AND/OR LIMITATIONS OF OUR THIRD PARTY PROVIDERS. INSOFAR, AS THERE IS ANY CONFLICT BETWEEN A DISCLAIMER, WAIVER, AND/OR LIMITATION BY ZZ AND A DISCLAIMER, WAIVER, AND/OR LIMITATION BY ONE OF OUR THIRD PARTY PROVIDERS, YOU AGREE THAT YOU WILL CONSIDER THE APPLICABLE TERM TO BE WHICHEVER PROVIDES THE GREATER PROTECTION FOR ZZ, AS PERMITTED UNDER LAW, NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY.

xiv. OUR SERVICES MAY RUN ADVERTISEMENTS, FEEDS, AND/OR CONTENT ORIGINATING FROM A THIRD PARTY, OR MAY OTHERWISE OFFER LINKS TO SITES WHICH ARE NOT MAINTAINED BY ZZ. NEITHER ZZ NOR ITS AFFILIATES CONTROLS, ENDORSES, OR IS RESPONSIBLE FOR ANY ISSUES ARISING OUT OF, OR RELATING TO, THE INFORMATION, CONTENT, DATA, MATERIALS, PRODUCTS, OR SERVICES AVAILABLE ON OR THROUGH THESE THIRD PARTY ADVERTISEMENTS, SITES, FEEDS, LINKS, AND/OR OTHER SERVICES. NEITHER ZZ NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY THIRD PARTY'S INFORMATION, CONTENT, DATA, MATERIALS, PRODUCTS, AND/OR SERVICES WITH WHICH YOU COME INTO CONTACT VIA OUR SERVICES. ZZ AND ITS AFFILIATES DISCLAIM ANY ENDORSEMENT RELATING TO, AND LIABILITY FOR (A) LINKS OR FEEDS TO OUR SERVICES FROM ANOTHER SITE; AND (B) LINKS OR FEEDS FROM OUR SERVICES TO ANOTHER SITE.

e. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER LAW, YOU HEREBY AGREE, ON BEHALF OF YOURSELF, AS WELL AS YOUR EXECUTORS, ADMINISTRATORS, HEIRS AND ASSIGNS, TO FULLY AND UNCONDITIONALLY RELEASE ZZ AND ITS AFFILIATES FROM ANY AND ALL INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, RELIANCE AND/OR PUNITIVE DAMAGES WHICH ARISE OUT OF AND/OR RELATE TO ZZ'S ACTIONS, OMISSIONS, SERVICES, ITEMS, AND/OR THIRD PARTY PROVIDERS. TO THE EXTENT PERMITTED BY LAW, THIS CLAUSE EMBRACES, BUT IS NOT LIMITED TO, A FULL AND UNCONDITIONAL RELEASE FROM: LOST PROFITS;

LOST REVENUE; LOSS OF OPPORTUNITY; DELAY; HARM TO REPUTATION; LOSS OF USE OF SERVICES, AN ITEM, OR ANY ASSOCIATED PRODUCTS OR SERVICES; INTERRUPTION OF BUSINESS; COST OF CAPITAL, FACILITIES, SERVICES, LABOR, AND/OR SALARIES; DOWNTIME, SHUTDOWN, AND/OR SLOW-DOWN COSTS; SPOILAGE OF MATERIALS; INACCURACY, DESTRUCTION, AND/OR LOSS OF ANY DATA; ANY DAMAGES MULTIPLIER, INCLUDING, BUT NOT LIMITED TO, ANY PROVISION AT LAW FOR DOUBLE OR TREBLE DAMAGES; ATTORNEY FEES; LITIGATION COSTS; THE COST OF SUBSTITUTE SERVICES; ANY ADDITIONAL PENALTIES (INCLUDING, WITHOUT LIMITATION, ADMINISTRATIVE AND/OR CIVIL PENALTIES); AND ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, RELIANCE AND/OR PUNITIVE DAMAGES – EVEN IF ZZ AND/OR ITS AFFILIATES WERE ADVISED AS TO THE POSSIBILITY OF SUCH. INsofar AS IT IS LEGALLY PERMITTED, THIS CLAUSE (A) APPLIES REGARDLESS OF WHETHER THE MATTER (A) IMPLICATES NEGLIGENCE, INTENTIONAL CONDUCT, STRICT LIABILITY, OR OTHERWISE; AND/OR (B) INVOLVES A STATUTORY, TORT, CONTRACTUAL AND/OR OTHER DISPUTE. TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE MAXIMUM AGGREGATE LIABILITY FOR DAMAGES, HARMS, LOSSES, COSTS, FEES, EXPENSES, PENALTIES, AND FINES ARISING OUT OF OR RELATING TO ZZ, OUR AFFILIATES, OUR SERVICES, AND/OR ANY ITEM YOU RENT OR PURCHASE SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT PAID TO RENT/PURCHASE THE SUBJECT ITEM(S) (INCLUDING ANY SHIPPING, DELIVERY, PICKUP, AND RETURN COSTS, AS WELL AS ANY, ADMINISTRATIVE FEES OR OTHER PENALTIES); OR (B) \$10.00.

- f. **INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD ZZ AND ITS AFFILIATES HARMLESS** IN CONNECTION WITH ANY AND ALL THIRD PARTY DISPUTES, CONTROVERSIES, AND/OR CLAIMS FOR DAMAGES, HARMS, DEBTS, LOSSES, LIABILITIES, STATUTORY REMEDIES, FINES, FEES, COSTS AND EXPENSES AND/OR PENALTIES ARISING OUT OF OR RELATING TO YOUR USE OF OUR SERVICES AND/OR YOUR ACTS AND/OR OMISSIONS IN CONNECTION WITH OUR SERVICES, EXCEPT WITH RESPECT TO ACTS AND/OR OMISSIONS ARE ALLEGED TO HAVE RESULTED FROM ZZ'S SOLE NEGLIGENCE, RECKLESSNESS, KNOWING INTENT, OR STRICT LIABILITY; THIS INDEMNIFICATION PROVISION INCLUDES, WITHOUT LIMITATION, DISPUTES, CLAIMS, AND/OR CONTROVERSIES ARISING OUT OF AND/OR RELATING TO ONE OR MORE ITEM(S) THAT YOU HAVE RENTED AND/OR PURCHASED FROM ZZ, AS WELL AS DISPUTES, CLAIMS, AND/OR CONTROVERSIES ARISING OUT OF AND/OR RELATING TO OUR DESIGN , CONSULTING, CONCIERGE, AND DÉCOR SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT ZZ AND ITS AFFILIATES RESERVE THE EXCLUSIVE RIGHT TO CONTROL THE DEFENSE, SETTLEMENT, AND SELECTION OF COUNSEL IN CONNECTION WITH ANY CLAIM, DISPUTE, OR CONTROVERSY FOR WHICH YOU ARE BOUND TO PROVIDE INDEMNIFICATION BY THIS CLAUSE OR ANY OTHER TERM OR CONDITION.

- g. **THIRD PARTIES.** TO PROVIDE A BETTER USER EXPERIENCE, OUR SERVICES MAY MAKE USE OF THIRD PARTY SERVICES, FEATURE THIRD PARTY CONTENT, RUN THIRD PARTY APPLICATIONS, OR LINK TO THIRD PARTY WEBSITES; FOR EXAMPLE, YOU MIGHT SEE US USE A THIRD PARTY LIKE FACEBOOK FOR LOGGING-IN OR YOUTUBE FOR VIDEOS; YOU MIGHT ALSO SEE ZZ USE THIRD PARTIES TO FACILITATE SHIPPING/DELIVERY, FINANCIAL TRANSACTION PROCESSES, AND CUSTOMER SERVICE. WE DO NOT EXAMINE OR AUDIT ANY THIRD PARTY SERVICES OR OFFERINGS. ***YOU ARE SOLELY RESPONSIBLE*** FOR EVALUATING ANY THIRD PARTY SERVICES AND OFFERINGS – YOU ACCESS AND/OR USE THESE SERVICES AND OFFERINGS AT YOUR OWN RISK AND AGREE THAT ***NEITHER ZZ NOR ANY OF ITS AFFILIATES IS RESPONSIBLE*** FOR ANY CLAIMS, OBLIGATIONS, LIABILITIES, COSTS, DEBT, EXPENSES, LOSSES, DAMAGES, CHARGES, FEES, PENALTIES, OR FINES, ARISING OUT OF OR RELATING A THIRD PARTY AND/OR ITS CONTENT, WEBSITE(S), APPLICATION(S) AND/OR OTHER SERVICE(S). THEREFORE, WE ENCOURAGE YOU TO CAREFULLY REVIEW ALL THIRD PARTY TERMS AND CONDITIONS, PRIVACY POLICIES, OPERATIONAL HISTORIES, AND SECURITY PROTOCOLS.
- h. **INJUNCTIVE RELIEF.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL YOU SEEK TO ENJOIN OR RESTRAIN ZZ OR ANY OF ITS AFFILIATES FROM PROVIDING SERVICES, INCLUDING, WITHOUT LIMITATION, OPERATING THE WEBSITE ZZDRIGGS.COM, RENTING ITEMS, SELLING ITEMS, AND/OR STAYING IN TOUCH WITH OUR COMMUNITY AT LARGE. YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY LAW, YOU ARE NOT ENTITLED TO INJUNCTIVE RELIEF, RESCISSIONS, OR ANY OTHER EQUITABLE REMEDY IN CONNECTION WITH THESE TERMS & CONDITIONS AND ANY AGREEMENT HERETO RELATING, EXCEPT THAT AN ARBITRATOR MAY AWARD INJUNCTIVE RELIEF OR REQUIRE SPECIFIC PERFORMANCE, BUT ONLY THE EXTENT NECESSARY TO RESOLVE YOUR INDIVIDUAL CLAIM(S).

#### **14. Choice of Law, Jurisdiction, Mandatory Arbitration & Class Action Waiver**

- a. **Choice of Law & Venue.** Any claim, dispute, suit, matter, or controversy arising out of or relating to ZZ, our Services and/or these Terms & Conditions will be construed and governed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. All disputes will be arbitrated (or, if the mandatory arbitration clause herein specified is found to be invalid, litigated) in New York, NY. You hereby waive any defense or claim of lack of personal jurisdiction, the inappropriateness of venue, or forum non conveniens. You acknowledge and agree that this provision is not intended to, in any manner, limit or negate the force or effect of the clause entitled “Arbitration of Claims.”
- b. **MANDATORY ARBITRATION OF CLAIMS.** You and ZZ acknowledge and agree that any and all claims, disputes, suits, matters, or controversies between you and ZZ arising out of or relating to ZZ, our Services, an Item rented or purchased from ZZ, and/or these Terms & Conditions shall be settled exclusively and finally by arbitration, and that ***you are hereby waiving your right to seek relief in a court of law, including waiver of your right to a trial by jury or a judge.*** To the extent legally permitted, each party shall advance its own costs, expenses, and fees in an arbitration hereunder. Arbitration shall be conducted by the American Arbitration Association (“AAA”) in accordance with the AAA Consumer Arbitration Rules and before a single, neutral arbitrator to be mutually selected by the parties. To the extent permitted by the arbitrator, the arbitrator will conduct any hearings by telephonic or video conference appearance, rather than in-person. Any award rendered in an arbitration proceeding hereunder shall be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This agreement to arbitrate shall be enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq.
- c. **CLASS ACTION WAIVER.** You agree that you may only pursue a claim, dispute, suit, matter, or controversy arising out of or relating to ZZ, our Services, our sale/rental of Item(s), these Terms & Conditions, and/or any other agreement you may have formed with us in an individual capacity. You agree that ***you shall not be involved with any class or representative proceeding*** – or otherwise participate as a lead plaintiff or class member, in a putative or certified class – involving any claim, proceeding, action, controversy, or dispute arising out of or relating to ZZ, our Services, our Affiliates, our sale/rental of Item(s), our Terms & Conditions and/or any other agreement you may have formed with us.
- d. **U.S. Jurisdiction.** ZZ and its properties are located in and operated from the United States. ZZ does not intend to be subject to any non-U.S. law or jurisdiction,

under any circumstances, and you agree that you shall not pursue any claims, disputes, or controversies against ZZ insofar as they are subject ZZ to non-U.S. law or jurisdiction.

- e. **Reporting Issues to Local, State & Federal Officials.** To be clear: nothing in this Agreement, including the Mandatory Arbitration provision and other language, is intended to prevent you from bringing issues (including, without limitation, matters relating to ZZ, our Affiliates, these Terms & Conditions, or one or more Items) to the attention of local, state, or federal officials and/or agencies as you deem appropriate.

## 15. Miscellaneous but Important

- a. **Assignments.** Except as expressly permitted otherwise in writing, you may not assign, delegate, sell, or transfer any of your rights or obligations under this Agreement; this includes, but is not limited to, your rights in connection with rentals, rented Items, credits, and refunds. Notwithstanding anything herein contrary, ZZ may freely assign, delegate, sell, and/or transfer its rights and obligations under this Agreement – and any assets relating to, arising out of, and/or concerning this Agreement – including without limitation circumstances of sale, merger, acquisition, reincorporation, consolidation, reorganization, or other change of control. This Agreement will be binding on your heirs, assigns, administrators, and other legal represents, and shall inure to the benefit for ZZ and any of its successors and/or assigns.
- b. **Force Majeure.** You acknowledge and agree that ZZ shall hold no liability or responsibility for any harm, damages, penalties, losses, costs, expenses, fees, or issues that result from factors beyond the scope of our reasonable control. This includes without limitation, acts of God, weather, the shutdown of carriers, transportation, and/or utilities, strikes and protests, acts of warfare and/or terrorism, and actions taken by government agencies.
- c. **Severability.** If any of the terms and conditions herein – or any portion(s) of any terms or conditions – are held unenforceable, the impact of that unenforceability (i.e. limitation or exclusion of terms) will be construed as narrowly as possible to the extent permitted by law; moreover, the remainder of the Terms & Conditions herein – and all other portions thereof – shall nevertheless remain in full force and effect to the extent legally permissible. **Your jurisdiction may not allow the disclaimer of certain warranties or limitations of certain types of**

- damages. Thus, it is possible that portions of these Terms & Conditions may not apply to you.** However, the limitation or exclusion of a particular disclaimer, restriction, limitation, term, or condition shall, in no manner, impact any other provision herein, nor shall it affect the validity or force of that disclaimer, restriction, limitation, term, or condition in other jurisdictions, to the extent allowed by law.
- d. **Translation.** Any translation of these Terms & Conditions is merely provided as a convenience. Any discrepancy or dispute involving a translated version of these Terms & Conditions and the English version of these Terms & Conditions shall be resolved in favor of the English version.
- e. **Non-Waiver.** You acknowledge and agree that any failure by either party to require the other's strict adherence to any term or condition herein shall, in no manner, be construed as a waiver of any right by that party, nor shall such a failure be construed to remove or dilute the effect of any term, condition, or requirement herein stated. In other words, ZZ may enforce and/or exercise our rights under these Terms & Conditions as we deem fit, without having to waive them at any point.
- f. **Affiliate Ads & Marketing.** We reserve the right to run advertisements and promotions through our Services, and to receive a contingency payment, structured payment, bonus and/or commission in connection with our ads and promotions.
- g. **Non-Endorsement.** Your words and actions are yours and yours alone – and the same goes for third parties. You acknowledge and agree that ZZ does not support, endorse, hold liability for, or take responsibility for any User Content or any other third party statements or interactions arising out of or relating to our Services; any User Content and any third party statements and interactions solely reflect the statements, positions, and opinions of the person or persons creating the content, making the statement, and/or engaging in the interaction. Although ZZ offers to rent and sell Items manufactured and/or supplied by third parties, you acknowledge and agree that our listings – and any related imagery or information (e.g. pictures of Items; information on dimensions, weight) – do not constitute an endorsement of, or affiliation with, the Item or its manufacturer/supplier, nor do they constitute an assumption of liability or taking of responsibility as to the Item(s) in question.

- h. **Construed to Reflect Intent of Parties.** Insofar as these Terms & Conditions include any errors or ambiguities related to spelling, grammar, or syntax – or any other clear errors or ambiguities – these errors and ambiguities shall be construed to reflect the intent of the parties. This includes, without limitation: (a) any ambiguities, inconsistencies, misuses, or uncertainties around the usage of the word “and” vs. “or” vs. “and/or”; and (b) any ambiguities, inconsistencies, misuses, or uncertainties around the usage of the word “including” – which shall mean “including without limitation,” rather than as point of exclusion, unless otherwise noted; (c) any ambiguities, inconsistencies, misuses, or uncertainties around the usage of the word “Item” vs. “Items” vs. “Item(s)” - which shall not render any language inapplicable by virtue of the fact that you do or do not possess more than one (1) Item.
- i. **Entire Agreement.** These Terms & Conditions – taken along with the incorporated Privacy Policy – represent the entire agreement between you and ZZ with respect to your access to, and use of our Services, including, without limitation, your rental and/or purchase of one or more Item(s) from ZZ. These terms and conditions supersede any conflicting agreements or terms or conditions– however and whenever established – between you and ZZ, unless ZZ explicitly states otherwise in a signed writing, and we reject any term or condition, however and whenever set forth, that conflicts with any term or condition herein listed. You hereby agree that any term or condition you set forth, however and whenever set forth, that conflicts with any term or condition herein listed, shall be void and of no force or effect, regardless of any statement or indication to the contrary, unless ZZ explicitly states otherwise in a signed writing.
- j. **Export Control Laws.** As with all applicable laws, rules, regulations, restrictions, and standards, you agree to abide by all applicable laws, rules, regulations, restrictions and standards concerning United States export controls, including, but not limited to, any applicable embargoes.
- k. **Digital Millennium Copyright Act (17 U.S.C. §512)**
- i. **Reporting Infringement.** If you believe that your copyrighted work appears in connection with our Services and/or is accessible through our Services in a way that constitutes copyright infringement, please notify ZZ by providing us with the following information in writing to the address listed below: (1) the physical or electronic signature of either the

copyright owner or of a person authorized to act on the owner's behalf; (2) a description of the copyrighted work you claim has been infringed, and a description of the activity that you claim to be infringing; (3) identification of the URL or other specific location where the material or activity you claim to be infringing is located or is occurring; (4) your name, address, telephone number and, if you have one, your email address; (5) a statement by you that you have a good faith belief that use in our Services of the copyrighted work in the manner you are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law; and (6) a statement by you, made under penalty of perjury, that the information you have provided in your notice is accurate and that you are either the copyright owner, or are authorized to act on behalf of the copyright owner.

- ii. **Counter-Claims of Infringement.** If you believe you are the subject of an improper infringement claim, please notify ZZ by providing us with the following information in writing to the address listed below: (1) the physical or electronic signature of either the copyright owner, or of a person authorized to act on the owner's behalf; (2) a detailed description of the copyrighted work you claim has been subject to an improper infringement claim; (3) identification of the URL or other specific location from where the allegedly infringing material has been removed, modified, and/or deleted; (4) your name, address, telephone number and, if you have one, your email address; (5) the following statement: "I hold a legitimate, good faith belief that the allegedly offending material, as herein described, has been subject to complaint, removed, or rendered inaccessible as the result of misidentification, misfeasance, malfeasance, and/or mistake. All of the factual information I have provided in connection with this document is true and correct. I consent to the jurisdiction of the District Court in the United States judicial district in which I live – or, to the extent I reside outside the United States, in the Southern District of New York– and will accept service of process from the person, or the agent of the person who sent the initial notice of infringement to ZZ Driggs. All attestations herein are given under penalty of perjury."

1. **Headings.** Our headings and section titles – in these Terms & Conditions and the incorporated Privacy Policy – are provided strictly for your convenience; they have no binding or representative effect on either Party.

**m. Contacting ZZ Driggs.**

- i. **Legal Notices.** You agree that all legal notices and legal-related correspondence will be provided in hard copy to: ZZ Driggs Inc., Attention: Legal Department, 169 54th St, Brooklyn, NY 11220.
- ii. **California Consumer Affairs.** Per California Code of Civil Procedure 1789.3, California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs: 1625 North Market Blvd., Sacramento, CA 95834; (916) 445-1254 or (800) 952-5210.
- iii. **Your feedback matters to us.** Please let us know if you have questions, concerns, or feedback regarding these Terms & Conditions or our Privacy Policy by emailing [legal@zzdriggs.com](mailto:legal@zzdriggs.com). Likewise, please share any general feedback on ZZ, the Items we offer, and our Services by emailing [support@zzdriggs.com](mailto:support@zzdriggs.com).