

TERMS AND CONDITIONS OF USE

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LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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Disclosures

SHIFT is located at 1775 Tysons Blvd, Floor 5, McLean, VA, 22102. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at 1-800-952-5210.

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The communications between you and SHIFT use electronic means, whether you use the SHIFT Properties or send us emails, or whether SHIFT posts notices on the SHIFT Properties or communicates with you via email. For contractual purposes, you (a) consent to receive communications from SHIFT in an electronic form and (b) agree that all terms and conditions, agreements, notices, disclosures, and other

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Term and Termination

These Terms and Conditions will remain in full force and effect while you use the SHIFT Properties. SHIFT may suspend or terminate your rights to use the SHIFT Properties at any time for any reason at our sole discretion, including for any use of the SHIFT Properties in violation of these Terms and Conditions. Upon termination of your rights hereunder, your right to access and use the SHIFT Properties will terminate immediately. SHIFT will not have any liability whatsoever to you for any termination of your rights under these Terms and Conditions. Even after your rights under these Terms and Conditions are terminated, the provisions of these Terms and Conditions will remain in effect.

Amendments

These Terms and Conditions are subject to occasional revision and, if we make any substantial changes, we may notify you by sending you an email to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on the SHIFT Properties. You are responsible for providing us with your most current email address. In the event that the last email address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of the SHIFT Properties following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Complete Agreement

Except as expressly provided in a particular “legal notice” on the SHIFT Properties, these Terms and Conditions, the License Agreement and any related Order Form (as defined therein) (as applicable), and the SHIFT Privacy Policy constitute the entire agreement between you and SHIFT with respect to the use of the SHIFT Properties. If any provision of these Terms and Conditions is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms and Conditions will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to SHIFT is that of an independent contractor, and neither party is an agent or partner of the other. These Terms and Conditions, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without SHIFT’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. SHIFT may freely assign these Terms and Conditions. These Terms and Conditions shall be binding upon assignees.

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