

Welcome to Avalara's website. Avalara provides this website and the related websites, including all Content (as defined in Section 5) and services (the "**Sites**"), as a service to Avalara's users. Your use of the Sites is subject to the following terms and conditions (the "**Site Terms**").

**Please read these Site Terms carefully. These Site Terms are a legal agreement between Avalara, Inc. and its affiliates (collectively, "Avalara") and you, and the Site Terms govern your use of the Sites and Site Services (as defined in Section 2 below). By accessing or using the Sites or Site Services, you agree to be bound by these Site Terms and all additional terms incorporated by reference in these Site Terms. If you are accessing or using the Sites or Site Services for or on behalf of an organization, you agree to be bound by the Site Terms on behalf of such organization and represent and warrant that you are authorized to do so. If you do not agree to the Site Terms, you must not access or use the Sites or Site Services.**

**THESE SITE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 19 (THE "ARBITRATION AGREEMENT") AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 20 (THE "CLASS ACTION/JURY TRIAL WAIVER") THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN THE ARBITRATION AGREEMENT, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.**

**Avalara periodically updates these Site Terms, so you must regularly review them. Avalara will post the effective date of any updates at the beginning of these Site Terms. By continuing to use the Sites or Site Services after an update, you agree to the updated Site Terms.**

- 1. Service Terms.** Avalara offers some additional software and services on the Sites under specific terms and conditions (for example, the Avalara Service Terms and Conditions available at <https://www.avalara.com/terms>). Those terms and conditions are referred to in these Site Terms as the "**Service Terms**," and your use of such software or services is governed by the applicable Service Terms. If there is any conflict between these Site Terms and the applicable Service Terms relating to the use of those software or services, the Service Terms will govern. If no Service Terms apply to the software or services, then these Site Terms, in particular Section 2 below, and the applicable order document, if any, govern your use of the software or services.
- 2. Site Services.** Some of the Sites offer paid services for which there are no Service Terms. Such services are the "**Site Services**," and these Site Terms govern Avalara's offering and your use of the Site Services. By purchasing access to the Site Services, you agree to (a) pay the applicable service fees for the Site Services and (b) use the Site Services in compliance with any applicable documentation Avalara provides to you. Avalara may terminate your use of the Site Services at any time, for any or no reason, and without prior notice. If Avalara terminates your access to the Site Services for any reason other than your breach of these Site Terms, then your sole remedy for such termination will be a pro rata refund by Avalara of any unused, prepaid fees.
- 3. No Professional Tax Opinion or Legal Advice.** You acknowledge and agree that Avalara does not provide legal advice, including legal or professional tax opinions or management advice. Although Avalara strives to ensure that data and information contained in the Sites and Site Services are current, Avalara is dependent on third parties, such as state and local governmental agencies, to timely provide updates that may affect such data and information. **AS SUCH, YOU AGREE THAT YOU USE AND RELY UPON THE CONTENT, THE SITES AND THE SITE SERVICES AT YOUR OWN RISK AND YOU ACKNOWLEDGE THAT AVALARA CANNOT GUARANTEE ANY DATA AND INFORMATION CONTAINED IN THE SITES OR SITE SERVICES IS ACCURATE OR CURRENT.** In addition, due to rapidly changing tax rates and regulations that require interpretation by your qualified tax professionals, you bear full responsibility to determine the applicability of the output generated by the Sites or Site Services and to confirm its accuracy. You are responsible for your own tax policies and tax reporting positions, and for conducting your own due diligence. You are encouraged to

conduct due diligence and seek the assistance of qualified tax counsel or accounting professionals on matters requiring professional advice.

4. **Rights.** You are granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Sites, and, subject to your payment of applicable fees, the Site Services, solely in accordance with these Site Terms. Avalara does not grant you any rights or licenses, express or implied, to any Avalara intellectual property except as specifically authorized by these Site Terms. Avalara reserves the right, in its sole discretion and without notice, to (a) revise the Content available on the Sites or Site Services; (b) impose rules for and limits on use of, or access to, the Sites or Site Services; (c) revoke your access to part, or all, of the Sites or Site Services; or (d) change, suspend, or discontinue any aspect of the Sites or Site Services. Avalara will not be liable to you or to any third party for taking any of the actions listed in (a)-(d) above.
5. **Content.** All material on the Sites and Site Services, including information, data, software, photographs, graphs, videos, text, graphics, music, sounds, compilations, Developer Tools (as defined in Section 11 below), and any other content (collectively, the “**Content**”) is the property of Avalara or its third-party content suppliers and is protected by United States and international copyright laws. You shall access and use the Content solely in the manner and for the uses specifically authorized on the Sites or Site Services and you will make no other use of it without Avalara’s express written permission. Except as specifically authorized, you shall not copy, modify, publish, transmit, reverse engineer, decompile or disassemble, license, participate in the transfer, lease, sale, or resale, create derivative works, or in any way exploit the Content. The Content is not for resale. You shall not delete or alter any proprietary rights or attribution notices in the Content. Avalara does not claim copyright for information provided by governmental agencies, but to the extent a compilation of that information was created by Avalara, Avalara owns the rights to that specific compilation.
6. **Trademarks.** The names, logos, graphics, brands, and icons on the Sites (other than those belonging to third parties) are Avalara’s trademarks or trade dress in the United States and other countries. All third-party trademarks on the Sites are the property of their respective owners, who may or may not be affiliated with Avalara.
7. **Privacy.** Avalara’s Privacy Policy is available at <https://www.avalara.com/privacy-policy>. By using the Site, you acknowledge that you have read and understood our Privacy Policy.
8. **Communications.** When you visit the Sites, use the Site Services or send electronic messages to Avalara, you are communicating with Avalara electronically. By registering for an account, sending Avalara an electronic message, or otherwise communicating with Avalara, you have agreed to communicate with Avalara electronically, which may include receiving emails from Avalara or its partners. You may withdraw your consent at any time by sending Avalara an opt-out or unsubscribe notice, clicking on the “unsubscribe” link in an email, or otherwise manage your communications preferences [here](#).
9. **Email and SMS/Text Communications.** You expressly consent and agree that Avalara can contact you using written, electronic, or verbal means, including by manual dialing, emails, leaving prerecorded/artificial voice messages or using an automatic telephone dialing system to call or text your mobile/cellular telephone number, as necessary to complete transactions requested by you and to service your account and as the law allows, even if those phone numbers are registered by you on any federal or state Do-Not-Call/Do-Not-email registry. You may enroll to receive text messages about account-related news, support updates, and alerts from Avalara. By enrolling in Avalara’s SMS/text messaging service, you agree to receive text messages from Avalara to your mobile phone number provided, and you certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such texts. You acknowledge and agree that the texts may be sent using an automatic telephone dialing system and that standard message and data rates apply. Consent is not required as a condition of purchase. Avalara is not responsible for any delays upon sending or receiving text messages. To unsubscribe from text messages at any time reply *STOP*, *QUIT*, *END*, *CANCEL*, or *UNSUBSCRIBE* to any text message you receive from Avalara. You consent that following such a request to unsubscribe, you may receive one final text message from Avalara confirming your request. For help, contact us at [dataprivacy@avalara.com](mailto:dataprivacy@avalara.com).
10. **Account Password and Security.** If any part of the Sites or Site Services requires you to open an account, you must complete the registration process by providing current, complete, and accurate information as prompted by the applicable registration form. You may be asked to choose a password

and a username. You are solely responsible for maintaining the confidentiality of your password, username, and other account information. Furthermore, you are solely responsible for all activities that occur under your account and will be held liable for losses or damages incurred by Avalara or another party due to someone else using your account or password. You agree to notify Avalara immediately of any unauthorized access to or use of your account or any other breach of security. Avalara will not be liable for any loss or damages that you may incur as a result of someone else using your password or account. You shall not use anyone else's account at any time without the permission of the account holder.

11. **No Unlawful or Prohibited Use.** You shall not use the Sites or Site Services for any purpose that is unlawful or prohibited by these Site Terms. You shall not use the Sites or Site Services in a manner that could damage, disable, overburden, or impair any Avalara server, or the networks connected to any Avalara server, or interfere with any other party's use and enjoyment of any of the Sites or Site Services. You shall not attempt to gain unauthorized access to the Sites or Site Services, other accounts, computer systems, or networks connected to Avalara's systems through hacking, password mining, or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Sites or Site Services. You shall not use the Sites or Site Services to, nor permit any third party to: (i) promote your offerings or services (commercial or otherwise); (ii) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or publish, post, upload, or distribute any information that would result in the same; (iii) download, upload, or otherwise make available materials, software, or information that is not legally yours and without permission of the intellectual property rights owner; or (iv) impersonate someone else, falsely represent your identity or qualification, or breach another's privacy.  
Avalara has no obligation to monitor the Sites or Site Services. However, you acknowledge and agree that Avalara has the right to monitor the Sites and Site Services and to collect and/or disclose any information as necessary or appropriate to (i) satisfy any law, regulation, or other governmental request, (ii) operate the Sites and Site Services properly, (iii) optimize the Sites, Site Services and/or Avalara's business operations, or (iv) protect Avalara, its users, or its customers.
12. **Developer Tools.** Avalara may provide application programming interfaces (APIs), software development kits (SDKs), technical guides, and other developer tools (collectively, "**Developer Tools**") on <https://developer.avalara.com/>. You shall only access and use the Developer Tools to develop and distribute applications for use with Avalara's products or services or to explore potential use of Avalara's products or services. You shall not (i) distribute the Developer Tools to any third party, (ii) use the Developer Tools to build or provide a competitive product or service (including using the Developer Tools to gain insights into building or providing a competitive product or service), (iii) copy any features or functions of Avalara's products or services, or (iv) develop an application whose primary purpose is to migrate Avalara customers off Avalara's products or services. Any applications you develop using the Developer Tools shall be in compliance with applicable law and shall not be subject to any open source license or other license terms that (i) would require any Avalara product, service, related technology, or any other Avalara intellectual property, to be disclosed or distributed in source code form for the making of derivative works, or freely distributable, or (ii) prohibit commercial use of such materials. Upon notice from Avalara, you shall immediately cease use of Developer Tools.
13. **Communication Forums.** The Sites and Site Services may contain e-mail services, community forums, or other social features to exchange information with other users of the Sites or Site Services (collectively, "**Communication Forums**"). If you use the Communication Forums, you must act respectfully in your interactions with others, and you shall not use the Communication Forums for any prohibited activities. Do not disclose any content or information that you do not wish to make public. Please note that certain Communication Forums may be operated by third-party service providers, and the specific terms and conditions of those third-party service providers may govern your use of the Communication Forums. You must be at least 18 years of age or the age of majority in your jurisdiction (whichever is greater) to participate in the Communication Forums. Your participation in the Communication Forums is at Avalara's sole discretion and may be terminated at any time without notice.
14. **Notice and Takedown.** If you believe that your copyrightable material has been infringed by a third party using the Sites or Site Services, please send a notice to Avalara's copyright agent, including the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has

been infringed upon; (c) a description of where the material that you claim is infringing is located on the Sites or Site Services; (d) your address, telephone number, and e-mail address; (e) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Avalara's Copyright Agent for notice of claims of copyright infringement on its Sites or Site Services can be reached as follows:

Avalara, Inc.

Attn: Legal Department

512 S. Mangum St.#100 Durham, NC 27701

[legal@avalara.com](mailto:legal@avalara.com)

In appropriate circumstances, Avalara will disable or terminate the accounts of users who are copyright infringers.

15. **Sales Tax Risk Assessment (formerly known as Nexus Studies).** Avalara shall use transaction data inputted into a sales tax risk assessment ("**Sales Tax Data**") solely (a) to produce your results, (b) to provide customer support, (c) to create aggregated, anonymized data, and (d) to comply with applicable laws. Avalara owns all right, title, and interest in and to aggregated, anonymized data. Avalara shall hold Sales Tax Data in strict confidence and shall not disclose it to third parties except to the extent reasonably necessary provided that the third party is bound by a legally binding obligation of confidentiality and restricted use at least as protective as this section. Avalara shall protect Sales Tax Data from unauthorized access and disclosure using a reasonable standard of care. Notwithstanding the foregoing, if applicable law or a judicial or administrative order requires Avalara to disclose any of the Sales Tax Data, then, if legally permitted, Avalara shall promptly notify you in writing prior to making any such disclosure to facilitate your efforts to protect the Sales Tax Data. You retain all ownership rights in Sales Tax Data, including any intellectual property rights therein. Nothing in the Site Terms transfers or conveys to Avalara any ownership interest in or to the Sales Tax Data. You shall ensure that you have all necessary rights and permissions required by applicable law to use and permit the use of Sales Tax Data in accordance with the Site Terms.

16. **User Generated Content.**

- a. **User Content.** By sharing, submitting, or uploading any of your data, feedback, suggestion, comments, or ideas ("**User Content**") in any way, you grant Avalara a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, and transferable license to use, reproduce, prepare derivative works of, display, and perform your User Content in any legal manner for Avalara's sole benefit, including in future modifications of the Sites or Site Services, other products or services, and in advertising and marketing materials. You acknowledge and agree that you are solely responsible for all User Content that you make available through Avalara. Accordingly, you represent and warrant that: (a) you have all rights, licenses, consents, and releases necessary to grant Avalara the required rights to disseminate any User Content, (b) neither your User Content nor your posting, uploading, publication, submission, or transmittal of this User Content or Avalara's use of your User Content will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- b. **Indemnification for User Content.** You shall indemnify and defend Avalara and its affiliates and their respective directors, officers, and employees against any liability, loss, settlement payment, interest, award, judgment, damages (including punitive damages), fines, fees, penalties, filing fees and court costs, witness fees, reasonable attorneys' and other professionals' fees, other reasonable investigation and defense costs, and any other fees, costs, expenses and charges incurred as a result of a third-party claim or action that (i) the User Content you submitted infringes the rights of a third party; (ii) results from your breach of your obligations under the Site Terms; or (iii) results from your violation of applicable laws. You shall not make any admission on Avalara's behalf or settle any claim unless the settlement unconditionally releases Avalara of all liability. Avalara will reasonably assist you in all necessary respects in connection with the defense of the claim, at your expense. Avalara may participate in the defense of the claim at its sole cost and expense.

17. **Disclaimer of Warranties and Limitation of Liability.** THE SITES, SITE SERVICES AND ALL CONTENT ARE MADE AVAILABLE TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, AVALARA DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. **AVALARA SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT ANY GOVERNMENTAL INFORMATION (INCLUDING INFORMATION REGARDING TAX RATES OR THE APPLICABILITY OF CERTAIN TAXES) ARE ACCURATE, CURRENT, OR APPLICABLE TO YOU OR YOUR BUSINESS, OR THAT THE DEVELOPER TOOLS ARE FREE FROM ALL DEFECTS, BUGS, ERRORS, OR OMISSIONS. USE OF THE DEVELOPER TOOLS IS AT YOUR OWN RISK AND AVALARA IS NOT RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE DEVELOPER TOOLS (INCLUDING DISTRIBUTION OF YOUR APPLICATION) OR YOUR INABILITY TO USE THE DEVELOPER TOOLS.** AVALARA’S TOTAL LIABILITY ARISING OUT OF THE SITES AND SITE SERVICES, WHETHER ON BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIM OF NEGLIGENCE, OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED: (A) THE COST PAID BY YOU TO ACCESS THE SITES OR SITE SERVICES IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OR (B) \$50, WHICHEVER IS LESS, AND AVALARA SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.
18. **Links to Third-Party Sites.** Certain links on the Sites or Site Services may take you to third-party websites. Avalara provides these links only as a convenience to you and the use by Avalara of such links does not imply any warrant or endorsement of the third party, its products, services, or its site, and Avalara is not liable for your use of third- party websites.
19. **Governing Law; Venue.** The laws of the State of Washington will govern these Site Terms and your use of the Sites and Site Services, without regard to any conflict of laws provisions that would result in the application of the laws of any other forum. In the event of any dispute relating to or arising out of the Sites, Site Services or these Site Terms, both you and Avalara agree to personal jurisdiction in, and exclusive venue of, the state and federal courts located in King County, Washington. Notwithstanding the preceding sentences with respect to the substantive law governing the Site Terms, the Federal Arbitration Act (9 U.S.C. §§ 1-16) (as it may be amended, “**FAA**”) governs the interpretation and enforcement of the Arbitration Agreement below and preempts all state laws (and laws of other jurisdictions) to the fullest extent permitted by Applicable Law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue will be resolved under and governed by the laws of the State of Washington. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in Washington for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Confidential Information, or Intellectual Property Rights, as set forth in the Arbitration Agreement, including any provisional relief required to prevent irreparable harm. You agree that Washington is the proper and exclusive forum for any appeals of an arbitration award, or for trial court proceedings in the event that the Arbitration Agreement is found to be unenforceable. These Site Terms were drafted in the English language and this English language version of the Site Terms is the original, governing instrument of the understanding between you and Avalara. In the event of any conflict between the English version of these Site Terms and any translation, the English version will prevail.
20. **Arbitration Agreement**
- a. **General.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. This Arbitration Agreement applies to and governs any dispute, controversy, or claim between you and us that arises out of or relates to, directly or indirectly: (i) the Site Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, and enforceability thereof; (ii) access to or use of the Sites or Site Services, including receipt of any advertising or marketing communications; (iii) any transactions through, by, or using the Sites or Site Services; or (iv) any other aspect of your relationship or transactions with us, directly or indirectly (each, a “**Claim**,” and, collectively,

**“Claims”**). This Arbitration Agreement will apply, without limitation, to all Claims that arose or were asserted before or after your consent to the Agreement.

- b. **Opting Out of Arbitration Agreement.** If you are a new user of the Sites or Site Services, you can reject and opt out of this Arbitration Agreement within thirty (30) days of accepting the Site Terms by emailing us at [legal@avalara.com](mailto:legal@avalara.com) with your full, legal name and stating your intent to opt out of this Arbitration Agreement. Opting out of this Arbitration Agreement does not affect the binding nature of any other part of the Site Terms, including the provisions regarding controlling law or the courts in which any disputes must be brought.
- c. **Dispute-Resolution Process.** For any Claim, you will first contact us at [legal@avalara.com](mailto:legal@avalara.com) and attempt to resolve the Claim with us informally. In the unlikely event that we have not been able to resolve a Claim after thirty (30) days, we each agree to resolve such Claim exclusively through binding arbitration by JAMS before a single arbitrator (the **“Arbitrator”**), under the Optional Expedited Arbitration Procedures then in effect for JAMS (the **“Rules”**), except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com), where the Rules are available. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will control. The arbitration will be conducted in Seattle unless you and Avalara agree otherwise. If you are using the Sites or Site Services for commercial purposes, then each Party will be responsible for paying any JAMS filing and administrative fees and Arbitrator fees in accordance with the Rules, and the award rendered by the Arbitrator will include costs of arbitration, reasonable attorneys’ fees, and reasonable costs for expert and other witnesses. If you are an individual using the Sites or Site Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the Arbitrator may include your costs of arbitration, your reasonable attorneys’ fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this would not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. You and we agree that the Arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the scope, interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Site Terms are, or whether any provision of the Site Terms is, unconscionable or illusory, and any defense to arbitration, including waiver, delay, laches, unconscionability, and/or estoppel.
- d. **Equitable Relief.** NOTHING IN THIS ARBITRATION AGREEMENT WILL BE DEEMED AS: PREVENTING US FROM SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM THE COURTS AS NECESSARY TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF OUR DATA SECURITY, CONFIDENTIAL INFORMATION, OR INTELLECTUAL PROPERTY RIGHTS; OR PREVENTING YOU FROM ASSERTING CLAIMS IN A SMALL CLAIMS COURT, PROVIDED THAT YOUR CLAIMS QUALIFY AND SO LONG AS THE MATTER REMAINS IN SUCH COURT AND ADVANCES ON ONLY AN INDIVIDUAL (NON-CLASS, NON-COLLECTIVE, AND NON-REPRESENTATIVE) BASIS..
- e. **Severability.** If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, will be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, will have no impact on the remaining provisions of this Arbitration Agreement, which will remain in force, or on the Parties’ ability to compel arbitration of any remaining Claims on an individual basis pursuant to this Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement will be arbitrated under its terms, and the Parties agree that litigation of any dispute regarding the entitlement to public injunctive relief will be stayed pending the outcome of any individual claims in arbitration.

21. **Class Action/Jury Trial Waiver.** BY AGREEING TO THE SITE TERMS, YOU AND AVALARA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER. THE FOREGOING APPLIES TO ALL USERS (BOTH NATURAL PERSONS AND ENTITIES), REGARDLESS OF WHETHER YOU HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES. THIS CLASS ACTION/JURY TRIAL WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S OR ENTITY'S CLAIMS. YOU AND AVALARA AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER AVALARA USERS.