

TAPP® Terms of Service

(If you live in the United States)

Last Updated: February 13, 2020

Please read these Terms of Service (“Terms”) carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using TAPP or any of our other products or services that link to these Terms, you agree to comply with and be bound by these Terms. Of course, if you don’t agree with them, then don’t use TAPP or any of our other products or services that link to these Terms.

Please note: Section 15 of these Terms contain an Arbitration Clause and Class Action Waiver that applies to all TAPP users. If your country of residence is the United States, this provision applies to all disputes with TAPP. If your country of residence is outside of the United States, this provision applies to any such action you bring against TAPP in the United States. It affects how disputes with TAPP are resolved. By accepting these Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

AGREEMENT TO THESE TERMS OF SERVICE

This document and these Terms of Service (“**Terms**”) constitute a legally binding agreement (“**Agreement**”) between you (“**YOU**”) and TAPP (as defined below) governing your access to and use of the TAPP website, including any subdomains thereof, and any other websites through which TAPP makes its services available (collectively, “**Site**”), our mobile, tablet and other smart device applications, and application program interfaces (collectively, “**Application**”) and all associated software, functionality, or any of our other products and services (collectively, “**Services**”). The Site, Application, and Services together are hereinafter referred to as the “**TAPP Platform**”.

When these Terms mention “**TAPP**,” “**we**,” “**us**,” or “**our**,” it refers to the TAPP company YOU are contracting with. Your contracting entity will generally be determined based on your country of residence or establishment.

- If your country of residence or establishment is the United States of America, YOU are contracting with TAPP Labs Inc., 6140 Hollywood Blvd, Los Angeles, CA 90028, U.S.A.

If YOU change your country of residence or establishment, the TAPP company YOU contract with will be determined by your new country of residence or establishment as specified above, from the date on which your country of residence changes.

1. Acceptance of Terms.

By registering for and/or using the TAPP Platform in any manner, including but not limited to visiting or browsing the Site, YOU agree to all of the terms and conditions contained herein in this Agreement, which also incorporate our Privacy Policy, Community Guidelines and all other operating rules, policies and procedures that may be published from time to time on the Site, Application and the TAPP Platform, each of which is incorporated by reference and each of which may be updated by TAPP from time to time without notice to YOU in accordance with the terms set out under the “Modification of Terms of Service” section below. In addition, some

products and services offered through the TAPP Platform may be subject to additional terms and conditions specified by TAPP from time to time; your use of such products and services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference. These Terms apply to all users of the TAPP Platform including, without limitation, users who are contributors of content, information, and other materials or products or services on the TAPP Platform, individual users of the TAPP Platform, and businesses that access the TAPP Platform.

2. Access.

Subject to these Terms, TAPP may offer to provide the TAPP Platform and which are selected by YOU, solely for your own use, and not for the use or benefit of any third-party. The TAPP Platform shall include, but not be limited to, any services TAPP performs for YOU, any Application or Services or the TAPP Platform offered by TAPP that YOU download from the Site or, subject to the terms set out under the "Third-party Sites and Services" Section below, from third-party application stores (e.g., Apple App Store, or Google Apps Marketplace) authorized by TAPP, as well as the offering of any materials displayed or performed on or through the TAPP Platform [including Content (as defined in Section 4 of these Terms, below)].

This paragraph applies to any version of the TAPP Platform that YOU acquire from the Apple App Store. This Agreement is entered into between YOU and TAPP. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to the TAPP Platform. TAPP, not Apple, is solely responsible for the TAPP Platform and the content thereof as set forth hereunder. However, Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against YOU as a third-party beneficiary thereof. This Agreement incorporates by reference **Apple's Licensed Application End User License Agreement**, for purposes of which, YOU are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the Terms of this Agreement shall control.

Some areas of the TAPP Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the **Google Maps/Google Earth Additional Terms of Service**.

3. Registration and Eligibility.

YOU may browse the Site and view Content on the TAPP Platform without registering, but as a condition to using certain aspects of the TAPP Platform, YOU are required to register an account ("**TAPP Account**") and represent, warrant and covenant that YOU provide TAPP with accurate and complete registration information [including, but not limited to a user name ("**User Name**"), e-mail address and/or mobile telephone number and a password YOU will use to access the TAPP Platform] and to keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your TAPP Account. We recommend, but do not require, that YOU use your own name as your User Name so your friends can recognize YOU more easily.

YOU shall not:

- create any account for anyone other than yourself without such person's permission;
- use a User Name that is the name of another person with the intent to impersonate that person;
- use a User Name or TAPP Account that is subject to any rights of a person other than YOU without appropriate authorization; or
- use a User Name that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.

TAPP reserves the right to refuse registration of, or cancel a User Name in its sole discretion. YOU are solely responsible and liable for activity that occurs on your TAPP Account and shall be responsible for maintaining the confidentiality of your TAPP password. YOU shall never use another user's account without such other user's prior express permission. YOU will immediately notify TAPP in writing of any unauthorized use of your account, or other account related security breach of which YOU are aware.

YOU represent and warrant that if YOU are an individual, YOU are of legal age to form a binding contract, or that if YOU are registering on behalf of an entity, that YOU are authorized to enter into, and bind the entity to, these Terms and register for the TAPP Platform. The TAPP Platform is not available to individuals who are younger than 13 years old. We do not knowingly collect, use or disclose personal information from children under 13 without verifiable parental consent. TAPP may, in its sole discretion, refuse to offer the TAPP Platform to any person or entity and change its eligibility criteria at any time. YOU are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to YOU and the right to access the TAPP Platform are revoked where these Terms or use of the TAPP Platform are prohibited and, in such circumstances, YOU agree not to use or access the Site, the Application, or the TAPP Platform in any way.

If YOU use a mobile device, please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply. In the event YOU change or deactivate your mobile telephone number, YOU agree that YOU will update your account information on the TAPP Platform within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

4. Content.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. TAPP cannot guarantee the authenticity of any Content or data which users may provide about themselves. YOU acknowledge that all Content accessed by YOU using the TAPP Platform are at your own risk and YOU will be solely responsible and liable for any damage or loss to YOU or any other party resulting therefrom. For purposes of these Terms, the term "Content" includes, without limitation, any location information, videos, audio clips, comments, notes, information, lists, pins, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by TAPP on or through the TAPP Platform. Content added, created, uploaded, submitted, distributed, posted or otherwise obtained through the TAPP Platform by users, including Content that is added to the TAPP Platform in connection with users linking their accounts to third-party websites and services, is collectively referred to as, "**User Submissions.**"

5. TAPP Content.

The TAPP Platform contains Content specifically provided by TAPP or its partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, as applicable. YOU shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the TAPP Platform.

Subject to these Terms, TAPP grants each user of the TAPP Platform a worldwide, non-exclusive, non-sub-licensable and non-transferable license to use, modify and reproduce the Content, solely for personal, non-commercial use. Use, reproduction, modification, distribution or storage of any Content for other than personal, non-commercial use is expressly prohibited without prior written permission from TAPP, or from the copyright holder identified in such Content's copyright notice, as applicable. YOU shall not sell, license, lease, rent, or otherwise use or exploit any Content for commercial (whether or not for profit) use or in any way that violates any third party right.

6. User Submissions.

We may use your User Submissions in a number of different ways in connection with the Site, the TAPP Platform and TAPP's business as TAPP may determine in its sole discretion, including but not limited to, publicly displaying it, reformatting it, incorporating it into marketing materials, advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing other users to do the same in connection with their own websites, media platforms, and applications ("Third-Party Media"). By submitting User Submissions on the Site or otherwise through the TAPP Platform, YOU hereby do and shall grant TAPP a worldwide, non-exclusive, royalty-free, fully paid, sub-licensable and transferable license to use, copy, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with the Site, the TAPP Platform and TAPP's business (and its successors and assigns'), including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) or the TAPP Platform in any media formats and through any media channels (including, without limitation, third party websites and feeds). YOU also hereby do and shall grant each user of the Site and/or the TAPP Platform, including Third-Party Media, a non-exclusive license to access your User Submissions through the Site and the TAPP Platform, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions in connection with their use of the Site, the TAPP Platform and Third-Party Media. For clarity, the foregoing license grant to TAPP does not affect your other ownership or license rights in your User Submissions, including the right to grant additional licenses to the material in your User Submissions, unless otherwise agreed in writing with TAPP.

YOU represent and warrant that YOU have all rights to grant such license to us without infringement or violation of any third-party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

YOU understand that all information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which such Content originated; that TAPP will not be liable for any errors or omissions in any Content; and that TAPP cannot guarantee the identity of any other users with whom YOU may interact in the course of using the TAPP Platform.

When YOU delete your User Submissions, they will be removed from the TAPP Platform. However, YOU understand that any removed User Submissions may

persist in backup copies for a reasonable period of time (but following removal will not be shared with others) or may remain with users who have previously accessed or downloaded your User Submissions.

7. Rules and Conduct.

As a condition of use, YOU promise not to use the TAPP Platform for any purpose that is prohibited by these Terms. YOU are responsible for all of your activity in connection with the TAPP Platform. Additionally, YOU shall abide by all applicable local, state, national and international laws and regulations and, if YOU represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry.

By way of example, and not as a limitation, YOU shall not (and shall not permit any third-party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the TAPP Platform, including without limitation any User Submission, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- YOU know is false, misleading, untruthful or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, promotes bigotry, discrimination or violence, or is otherwise inappropriate as determined by TAPP in its sole discretion;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- involves commercial activities (whether or not for profit) and/or sales without TAPP's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of TAPP or any third-party;
- impersonates any person or entity, including any employee or representative of TAPP;
- includes anyone's identification documents or sensitive financial information; or
- breaches the **Privacy Policy**, the **Community Guidelines** and/or any of the other policies and rules incorporated herein.

If the User Submission includes a photograph, TAPP's **Community Guidelines** shall apply. TAPP has a zero-tolerance policy against child pornography, and will terminate and report to the appropriate authorities any user who publishes or distributes child pornography.

YOU shall not (directly or indirectly):

- take any action that imposes or may impose (as determined by TAPP in its sole discretion) an unreasonable or disproportionately large load on TAPP's (or its third-party providers') infrastructure;
- interfere or attempt to interfere with the proper working of the TAPP Platform or any activities conducted on the TAPP Platform;

- bypass any measures TAPP may use to prevent or restrict access to the TAPP Platform (or other accounts, computer systems or networks connected to the TAPP Platform);
- run any form of auto-responder or "spam" on the TAPP Platform;
- use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site or the TAPP Platform;
- harvest or scrape any Content from the TAPP Platform;
- modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the TAPP Platform or Site Content (other than your User Submissions), except as expressly authorized by TAPP;
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the TAPP Platform (including without limitation any application or widget), except to the limited extent applicable laws specifically prohibit such restriction;
- copy, rent, lease, distribute, or otherwise transfer any of the rights that YOU receive hereunder;
- otherwise take any action in violation of TAPP's guidelines and policies.

TAPP does not guarantee that any Content or User Submissions (as defined above) will be made available on the Site or through the TAPP Platform. TAPP has no obligation to monitor the Site, TAPP Platform, Content, or User Submissions. However, TAPP reserves the right to (i) remove, suspend, edit or modify any Content in its sole discretion, including without limitation any User Submissions at any time, without notice to YOU and for any reason (including, but not limited to, upon receipt of claims or allegations from third-parties or authorities relating to such Content or if TAPP is concerned that YOU may have violated these Terms), or for no reason at all and (ii) to remove, suspend or block any User Submissions from the TAPP Platform. TAPP also reserves the right to access, read, preserve, and disclose any information as TAPP reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of TAPP, its users and the public.

8. Respecting Copyright.

TAPP honors copyright laws, including the Digital Millennium Copyright Act. We therefore take reasonable steps to expeditiously remove from the TAPP Platform any infringing material that we become aware of. And if TAPP becomes aware that one of its users has repeatedly infringed copyrights, we will take reasonable steps within our power to terminate the user's account.

We make it easy for YOU to report suspected copyright infringement. If YOU believe in good faith that any material used or displayed on or through the TAPP Platform infringes your copyright that YOU own or control, YOU (or your agent) may file a notice with our designated agent:

TAPP Labs Inc.

Attn: Copyright Agent

6140 Hollywood Blvd

Los Angeles, CA 90028

Email: copyright@tapp.group

Don't use this e-mail address for anything other than reporting copyright infringement. If YOU file a notice with our Copyright Agent, the notice must include the following information:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner.
- identify the copyrighted work claimed to have been infringed.
- Identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material.
- Provide your contact information, including your address, telephone number, and an e-mail address.
- Provide a personal statement that YOU have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- Provide a statement that the information in the notification is accurate and, under penalty of perjury, that YOU are authorized to act on behalf of the copyright owner.

9. Card Services.

Certain features of the TAPP Platform and/or certain products and services made available to YOU through the TAPP Platform may allow YOU to purchase services or to redeem an offer(s) using your credit card (together with "**Card Services**"). TAPP uses a third-party payment processor (the "**Payment Processor**") to link your credit card account to the TAPP Platform (your "**Card Account**") for use of the Card Services. The processing of payments or credits, as applicable, in connection with the Card Services will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to this Agreement. TAPP is not responsible for any error that occurs during any offer or special redemption process, including any error by the Payment Processor. In connection with your use of the Card Services, TAPP will obtain certain transaction details, which TAPP will use solely in accordance with our *Privacy Policy*

10. Feedback.

We welcome and encourage YOU to provide feedback, comments and suggestions for improvements to the Site and/or the TAPP Platform ("**Feedback**"). YOU may submit Feedback by contacting us at:

TAPP Labs Inc.
6140 Hollywood Blvd.
Los Angeles, CA 90028
Email: hello@tapp.group.

Any Feedback YOU submit to us will be considered non-confidential and non-proprietary to YOU. By submitting Feedback to us, YOU grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to YOU.

11. Third-Party Sites and Services.

The TAPP Platform may permit YOU to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Site. When YOU access third-party websites, YOU do so at your own risk. These other websites are not under TAPP's control, and YOU acknowledge that TAPP is not responsible or liable for the content, functions, accuracy, legality,

appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by TAPP or any association with its operators. YOU further acknowledge and agree that TAPP shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

12. Termination.

TAPP may terminate your access to all or any part of the TAPP Platform at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If YOU wish to terminate your account, YOU may do so by following the instructions on the Site or the TAPP Platform. Any fees paid hereunder are non-refundable. All provisions of these Terms which by their nature should survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

13. Warranty Disclaimer.

Save to the extent required by law, TAPP has no special relationship with or fiduciary duty to YOU. YOU acknowledge that TAPP has no control over, and no duty to take any action regarding: which users gain access to the TAPP Platform; what Content YOU access via the TAPP Platform; what effects the Content may have on YOU; how YOU may interpret or use the Content; or what actions YOU may take as a result of having been exposed to the Content.

YOU release TAPP from all liability for YOU having acquired or not acquired Content through the TAPP Platform. The TAPP Platform may contain, or direct YOU to websites containing, information that some people may find offensive or inappropriate. TAPP makes no representations concerning any Content contained in or accessed through the TAPP Platform, and TAPP will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the TAPP Platform.

YOU release us from all liability relating to your connections and relationships with other users. YOU understand that we do not, in any way, screen users, nor do we inquire into the backgrounds of users or attempt to verify their backgrounds or statements. We make no representations or warranties as to the conduct of users or the veracity of any information users provide. In no event shall we be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of YOU or anyone else in connection with the TAPP Platform, including, without limitation, bodily injury, emotional distress, and any damages resulting in any way from communications or meetings with users or persons YOU may otherwise meet through the TAPP Platform. As such, YOU agree to take reasonable precautions and exercise the utmost personal care in all interactions with any individual YOU come into contact with through the TAPP Platform, particularly if YOU decide to meet such individuals in person. For example, YOU should not, under any circumstances, provide your financial information (e.g., credit card or bank account numbers) to other individuals.

THE SITE, THE TAPP PLATFORM, AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY

WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW.

TAPP, AND ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE TAPP PLATFORM WILL ALWAYS BE SECURE, OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE TAPP PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE TAPP SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SITE, APPLICATION, THE TAPP PLATFORM, AND CONTENT IS SOLELY AT YOUR OWN RISK. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Indemnification.

YOU shall defend, indemnify, and hold harmless TAPP, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to your use or misuse of, or access to, the Site, the TAPP Platform, Content, or otherwise from your User Submissions, violation of these Terms, or infringement by YOU, or any third-party using the your account, of any intellectual property or other right of any person or entity (save to the extent that a court of competent jurisdiction holds that such claim arose due to an act or omission of TAPP). TAPP reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by YOU, in which event YOU will assist and cooperate with TAPP in asserting any available defenses.

15. Limitation of Liability.

ALL LIABILITY OF TAPP, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS HOWSOEVER ARISING FOR ANY LOSS SUFFERED AS A RESULT OF YOUR USE THE SITE, THE TAPP PLATFORM, CONTENT, OR USER SUBMISSIONS IS EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, SAVE THAT, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT LIABILITY OF TAPP, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS (AS APPLICABLE) HAS ARISEN, THE TOTAL OF SUCH LIABILITY SHALL BE LIMITED IN AGGREGATE TO ONE HUNDRED US DOLLARS (\$100 USD).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TAPP, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY OR OTHERWISE (AND WHETHER OR NOT TAPP, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS HAD PRIOR KNOWLEDGE OF THE CIRCUMSTANCES GIVING RISE TO SUCH LOSS OR DAMAGE) WITH RESPECT TO THE SITE, THE TAPP PLATFORM, CONTENT, OR USER SUBMISSIONS FOR:

- INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES;
- LOSS OF ACTUAL OR ANTICIPATED PROFITS;
- LOSS OF REVENUE;

- LOSS OF GOODWILL;
- LOSS OF DATA;
- LOSS OF ANTICIPATED SAVINGS;
- WASTED EXPENDITURE; OR
- COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

NOTHING IN THESE TERMS SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, TAPP'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

SOLELY IN RESPECT OF USERS LOCATED IN EUROPEAN ECONOMIC AREA (EEA) AND/OR AUSTRALIA, NOTHING IN THESE TERMS SHALL BE DEEMED TO EXCLUDE OR LIMIT OUR OR YOUR LIABILITY (AS APPLICABLE) IN RESPECT OF:

- DEATH OR PERSONAL INJURY ARISING AS A RESULT OF OUR OR YOUR NEGLIGENCE (AS APPLICABLE);
- FRAUD (INCLUDING FRAUDULENT MISREPRESENTATION), THEFT OR OTHER CRIMINAL ACTIVITY; OR
- ANY BREACH OF ANY OBLIGATIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW ANY LIMITATION OF LIABILITY PROVIDED FOR IN THIS CLAUSE, THAT LIMITATION WILL NOT APPLY.

16. Arbitration, Class-Action Waiver, and Jury Waiver.

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU AND TAPP TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

- **Applicability of Arbitration Agreement.** This Arbitration Agreement shall apply if your (i) country of residence or establishment is in the United States; or (ii) your country of residence or establishment is not in the United States, but bring any claim against TAPP in the United States (to the extent not in conflict with Section 17). YOU and TAPP agree that all claims and disputes (whether contract, tort, or otherwise), including all statutory claims and disputes, arising out of or relating to these Terms or the use of the TAPP Platform that cannot be resolved in small claims court will be resolved by binding arbitration on an individual basis, except that YOU and TAPP are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. To be clear: The phrase "all claims and disputes" also includes claims and disputes that arose between us before the effective date of these Terms.
- **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association ("AAA") and will be governed by the AAA Consumer Arbitration Rules, available at www.adr.org as of the date of these Terms, or by calling the AAA at 1-800-778-7879. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The arbitration will be conducted by a single

neutral arbitrator. Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum's rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- **Additional Rules for Non-appearance Arbitration.** If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.
- **Fees.** If YOU choose to arbitrate with TAPP, YOU will not have to pay any fees to do so. That is because TAPP will reimburse YOU for your filing fee and the AAA's Consumer Arbitration Rules provide that any hearing fees and arbitrator compensation are our responsibility. To the extent another arbitral forum is selected, TAPP will pay that forum's fees as well.
- **Authority of the Arbitrator.** The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of YOU and TAPP. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon YOU and TAPP.
- **Waiver of Jury Trial.** YOU AND TAPP WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. YOU and TAPP are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between YOU and TAPP over whether to vacate or enforce an arbitration award, YOU AND TAPP WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.
- **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither YOU nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in Section 17.
- **Right to Waive.** Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.
- **Opt-out.** YOU may opt out of this arbitration agreement. If YOU do so, neither YOU nor TAPP can force the other to arbitrate. To opt out, YOU must notify TAPP

in writing no later than 30 days after first becoming subject to this arbitration agreement. Your notice must include your name and address, your TAPP username and the email address YOU used to set up your TAPP account (if YOU have one), and an unequivocal statement that YOU want to opt out of this arbitration agreement. YOU must either mail your opt-out notice to this address:

TAPP Labs Inc.

ATTN: Arbitration Opt-out

P.O. Box 5138

Beverly Hills, CA 90209

or email the opt-out notice to:

arbitration-opt-out@tapp.group.

- Small Claims Court. Notwithstanding the foregoing, either YOU or TAPP may bring an individual action in small claims court.
- Arbitration Agreement Survival. This arbitration agreement will survive the termination of your relationship with TAPP.

17. Governing Law.

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. YOU and TAPP agree that any cause of action arising out of or related to the TAPP Platform must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

If your country of residence or establishment is the United States, the following arbitration and governing law provisions shall apply:

- These Terms shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 15 must be brought in state and federal court in the Southern District of California. Use of the TAPP Platform is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this section. If YOU are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to YOU but instead these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

18. Government Use.

The use, duplication, reproduction, release, modification, disclosure or transfer of the software, Application or the TAPP Platform is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. Any such software, Application or the Tapp Platform is a "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of any such software, application or widget shall be governed solely by these Terms.

19. Integration and Severability.

These Terms are the entire agreement between YOU and TAPP with respect to the services and use of the Site, the TAPP Platform, Content, or User Submissions, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between YOU and TAPP with respect to the Site and/or the TAPP Platform. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms to be binding, TAPP must provide YOU with written notice of such waiver through one of its authorized representatives.

20. Modification of Terms of Use.

TAPP reserves the right, at its sole discretion, to modify or replace any of these Terms, or change, suspend, or discontinue the TAPP Platform (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site and/or the TAPP Platform or by sending YOU notice through the TAPP Platform or via e-mail. TAPP may also impose limits on certain features and services or restrict your access to parts or all of the TAPP Platform without notice or liability. It is your responsibility to check these Terms periodically for changes. Your continued use of the TAPP Platform following the posting of any changes to these Terms constitutes acceptance of those changes.

21. Miscellaneous.

TAPP shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond TAPP's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). These Terms are personal to YOU, and are not assignable, transferable or sub-licensable by YOU except with TAPP's prior written consent. TAPP may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.

Unless otherwise specified in these Terms, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

22. Language.

Where TAPP has provided YOU with a translation of the English language version of these Terms, then YOU agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with TAPP.

If there is any contradiction between what the English language version of these Terms says and what a translation says, then the English language version shall take precedence.

23. Contact

TAPP welcomes comments, questions, concerns, feedback or suggestions. Please contact us at:

TAPP Labs Inc.

6140 Hollywood Blvd

Los Angeles, CA 90028

Email: hello@tapp.group.